



## *Request for Proposals No. 2024-04* *Wireless Internet Service Provider (Network Operator)*

- RFP Issue Date: September 17, 2024
- Bidders’ Conference: October 1, 2024, at 2:00 pm CDT
- Written Questions Due: October 4, 2024, by 4:00 pm CDT
- Answers to Questions Posted: by October 9, 2024
- Responses Due: October 18, 2024, by 4:00 pm CDT

ANY QUESTIONS SHOULD BE SUBMITTED BY EMAIL TO: [RESPOND@DETCOG.GOV](mailto:RESPOND@DETCOG.GOV)

Summary of RFP #2024-04	
<p><b>Project Overview</b></p>	<p>The Deep East Texas region has historically seen a disinvestment in broadband service providers to serve residents, whether they be affluent or economically distressed. While funding programs like BEAD and the Texas BOOT program are progressing infrastructure buildouts in some of our counties, there is still a severe gap in service area for many of our residents.</p> <p>To support serviceable speeds of 100/20 Mbps to our residents, DETCOG received roughly \$51M in CDBG Disaster Mitigation grant funds. This funding will be used to construct a regional Fixed Wireless network consisting of a fiber optic backhaul to connect towers through six counties of the DETCOG region. The funding will also be used to lease tower space, as well as procure Fixed Wireless gear to provide last-mile service to residents.</p>
<p><b>Goals and Objectives</b></p>	<p>An initial \$9 million grant was awarded to DETCOG to construct a Fixed Wireless network in northern Newton County. Subsequent grants totaling \$42 million were awarded for the remainder of the project area. To meet the timelines established by the federal grants, DETCOG will implement this program in a two-phased structure:</p>

<p><b>Goals and Objectives (continued)</b></p>	<p>Phase One will cover much of the northern part of Newton County with fixed-wireless internet service to provide high-speed internet to homes and businesses. The project will connect area towers, linked by approximately 95 miles of new fiber-optic backbone infrastructure. This project phase will reach more than 2,700 households, including approximately 6,700 residents when completed.</p> <p>Phase Two of the project will cover the remainder of Newton County and significant portions of five other counties: Jasper, Polk, San Jacinto, Tyler, and San Augustine. Over 70 towers in these counties will be connected by a fiber backbone and microwave links. This phase will provide service to over 30,000 additional households and businesses covering a population of approximately 113,000 residents.</p> <p>DETCOG is issuing this Request for Proposals (“RFP”) to solicit responses from wireless internet service providers (WISPs) to operate and maintain the new network.</p> <p>Following the selection of a preferred operator, DETCOG will enter into agreement for Network Operations Agreement (“NOA”) with the preferred Operator. Prospective Respondents should email <a href="mailto:respond@detcog.gov">respond@detcog.gov</a> to request access to the electronic data room (“Data Room”), which will contain additional background documents.</p>
<p><b>Eligibility, Roles, and Responsibilities of Selected WISP</b></p>	<p>DETCOG’s ideal involvement in these activities is to support the buildout of the network and “hand over the keys” to the chosen WISP to operate the network.</p> <p>In plain language, these are the roles of each partner:</p> <ul style="list-style-type: none"> <li>i. As recipient of the federal grants, DETCOG is required to officially own all assets purchased through the grant. This means the fiber backhaul, transmitting equipment, and all other assets purchased using these funds will be under the DETCOG name.</li> <li>ii. DETCOG is required to release a second RFP to select a construction partner (Contractor) to complete the fiber backhaul buildout. The WISP selected in RFP 2024-04 will assist DETCOG with the creation of the Construction RFP, allowing the WISP to provide guidance on best practices that benefit its model.</li> <li>iii. The chosen WISP will propose to DETCOG the length of the NOA. DETCOG prefers a long-term agreement which will be financially advantageous to the WISP in order to assure long-term sustainability of the network.</li> </ul>

<p><b>Eligibility, Roles, and Responsibilities</b> <i>(continued)</i></p>	<p>iv. Cost sharing negotiation will determine nonrequired roles of project partners. If the chosen WISP prefers to provide its own maintenance of the infrastructure, cost sharing to DETCOG can be reduced to a minimum. If the WISP wishes DETCOG to assume roles of infrastructure maintenance and repairs, cost share will need to reflect appropriate compensation to complete these activities.</p> <p>v. The chosen WISP must demonstrate a proven history of providing fixed wireless internet service.</p>
<p><b>Other Considerations</b></p>	<p>Out of necessity, the design of DETCOG’s network was influenced by the rules of the CDBG Disaster Mitigation grants which are funding the project. DETCOG was required to design a network which reaches at least 51 percent Low- to-Moderate Income (LMI) households -- therefore the design of the fiber optic backbone and the selection of area towers reflects the most optimized route to serve LMI households. However, it should be noted that the network is not limited to LMI households – <u>all households within the served census blocks will be eligible for service.</u> As a potential respondent reviews the design, they may find it to be unique and dissimilar to conventional WISP network designs. Rest assured, DETCOG and selected engineering consultants have designed the network to optimal capacity.</p>
<p><b>RFP Timeline</b></p>	<ul style="list-style-type: none"> <li>• RFP Issued: September 17, 2024</li> <li>• Bidder’s Conference: October 1, 2024, at 2:00pm CDT</li> <li>• Written Questions Due: October 4, 2024, at 4:00pm CDT</li> <li>• Answers to Questions Posted: October 9, 2024</li> <li>• Responses Due: October 18, 2024, at 4:00pm CDT</li> </ul>
<p><b>Contact Information</b></p>	<p>All questions and responses to the RFP shall be submitted to <a href="mailto:respond@detcog.gov">respond@detcog.gov</a></p>

## 2 Glossary

“Access Agreement” means the written agreement between an Owner of Premises and Contractor pertaining to the connection of the Premises to the DETCOG REGIONAL NETWORK, and Contractor a right of access and sufficient to enable the installation and maintenance of DETCOG REGIONAL NETWORK and/or Contractor facilities on the Premises.

“Agreement” means this Agreement, any and all Exhibits and Attachments thereto, and any Addenda or written amendments to which the Parties may agree from time to time.

“Assets” means the dark fiber strands, wireless towers, shelters, and equipment associated with the DETCOG REGIONAL NETWORK and leased to Operator under this Agreement, as specified in Exhibit A.

“Authorizations” means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of way or facilities; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise to provide internet or related services such as internet, voice, video, transport, dark fiber and related services.

“Authorization Fees” means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any kind for Contractor to a Party’s execution of its obligations under this Agreement, whether imposed by a governmental authority or a private entity.

“BSL” A broadband serviceable location (BSL) is “a business or residential location in the United States at which mass-market fixed broadband Internet access service is, or can be, installed.”

“Contractor” means the organization that is responsible for constructing the DETCOG REGIONAL NETWORK including Fiber, Shelters, Routers, and wireless base stations.

“Customer Premises Equipment” (“CPE”) means Wireless Gateway, antenna and associated equipment and inside wiring located at a Premises that is necessary for the connection of a Premise to the DETCOG REGIONAL NETWORK.

“Dark Fiber” means fiber optic cable strands without electronic and/or optronic equipment and which is not "lit" or activated.

“DETCOG REGIONAL NETWORK” means the regional broadband network being created and includes fiber-optic cable, wireless assets, equipment, engineering designs, software, permits, licenses, and any other assets paid for by the grant

“Effective Date” means the date upon which this Agreement has been executed by the Parties.

“LMI Resident” is defined by Section 102(a)(20) of the HCDA as a person in a family or an individual with annual income equal to or less than HUD’s Section 8 Low Income Limit, which is generally 80 percent of an area’s median family income adjusted for household size. For the purposes of this agreement, a LMI resident is a resident that is in the DETCOG REGIONAL NETWORK service area and meets the LMI income requirement.

“Maintenance” means work that must be performed upon or to the DETCOG REGIONAL NETWORK, including Assets, to ensure the continuity of an acceptable signal transmitted through the fibers and wireless signals (in conformance with the manufacturer’s specifications), and capable of enabling Contractor to meet the Performance Metrics, or to ensure the safety and reliability of the Assets.

“NOA” is the agreement (Network Operator Agreement) between DETCOG and the preferred WISP that specifies the mutual roles and responsibilities for each party.

“Operator” means the entity that manages and troubleshoots the network 24/7, provides customer service, creates advertising, and performs billing/collections of monthly charges according to the Network Operator Agreement (NOA).

“Outside Plant” means physical aerial and underground fiber, structures, facilities, wireless towers, wireless cabinets and all related equipment owned or leased by Owner that is used to house or support the DETCOG REGIONAL NETWORK.

“Premise” means a residence, commercial building, multi-dwelling unit (MDU), or buildable lot that can be feasibly and reasonably served by the DETCOG REGIONAL NETWORK. In cases where a single structure may require multiple connections to serve separate customers within the structure, each connection to a Wireless Gateway will count as an individual Premise.

“Respondent” in this RFP is a company responding to this RFP.

“Route” means the physical path traversed by the wireless or fiber infrastructure, specified as Assets in Exhibit A, as set forth in applicable maps and related documents that are made a part of this Agreement.

“Service” means any retail or wholesale communications service offered and provided using the DETCOG REGIONAL NETWORK and the Assets, whether by Contractor or another Service Provider including internet access and potentially other services that the Contractor desires to offer.

“Subscriber” means a business, residential, or community anchor customer of the DETCOG REGIONAL NETWORK.

“Wireless Gateway” or “WG” means a device that is installed on a customer’s premises and provides wireless broadband services through the DETCOG REGIONAL NETWORK.

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### **3. Procurement Process Overview**

DETCOG is conducting an open competitive procurement to select a qualified service provider to serve as the Network Operator for the term of the NOA (Network Operator Agreement) for Phase 1 and 2 of the region-wide broadband network expansion as outlined in the Summary above. Respondents shall submit proposals which will be evaluated according to a combination of technical, business, and cost criteria to determine Best Value<sup>3</sup> to DETCOG.

DETCOG retains the right to enter negotiations with one or more Respondents on any terms of the submitted proposals and select the final offer providing the Best Value. All final offers are subject to reaching an agreement pertaining to the NOA. The Technical Proposal shall include the Respondent's business qualifications, network service offerings, retail end user pricing strategy, as well as their implementation and operations plan.

Business qualifications and credentials will include the Respondent's operational experience, financial capacity, marketing and sales experience, depth of network support team (e.g. tier 1, tier 2 engineers), call center operation, finance, and sales and marketing. In addition, the Technical Proposal will include references from other customers of the Respondent.

The Respondent's pricing proposal shall include their projected pricing for the base tier of internet service and the cost-sharing rate that the Respondent that will set aside to support ongoing maintenance, renewal, and replacement costs to ensure the long-term sustainability of the network.

#### **3.1 Term**

The NOA's term will begin upon execution of the Agreement ("Effective Date") and will terminate upon a date agreed upon by both parties as the date ("Commencement Date") that the Network Operator commences its performance obligations related to the operations and maintenance of the Regional Network and providing services to customers. DETCOG seeks a long-term agreement to ensure the stability and sustainability of the network and the financial success of the Network Operator.

#### **3.2 Overview of Owner**

The Deep East Texas Council of Governments and Economic Development District ("DETCOG") is a voluntary association of local governments in an 11-county region which makes up the State of Texas Planning Region 14. DETCOG is a political subdivision of the State of Texas and is also a federally chartered Economic Development District under the U. S. Department of Commerce Economic Development Administration (EDA).

Broadband internet access is a fundamental need for Deep East Texas communities yet households throughout the region are chronically unserved. The lack of affordable and reliable broadband service has created significant economic, social, and educational barriers for residential consumers throughout the DETCOG region

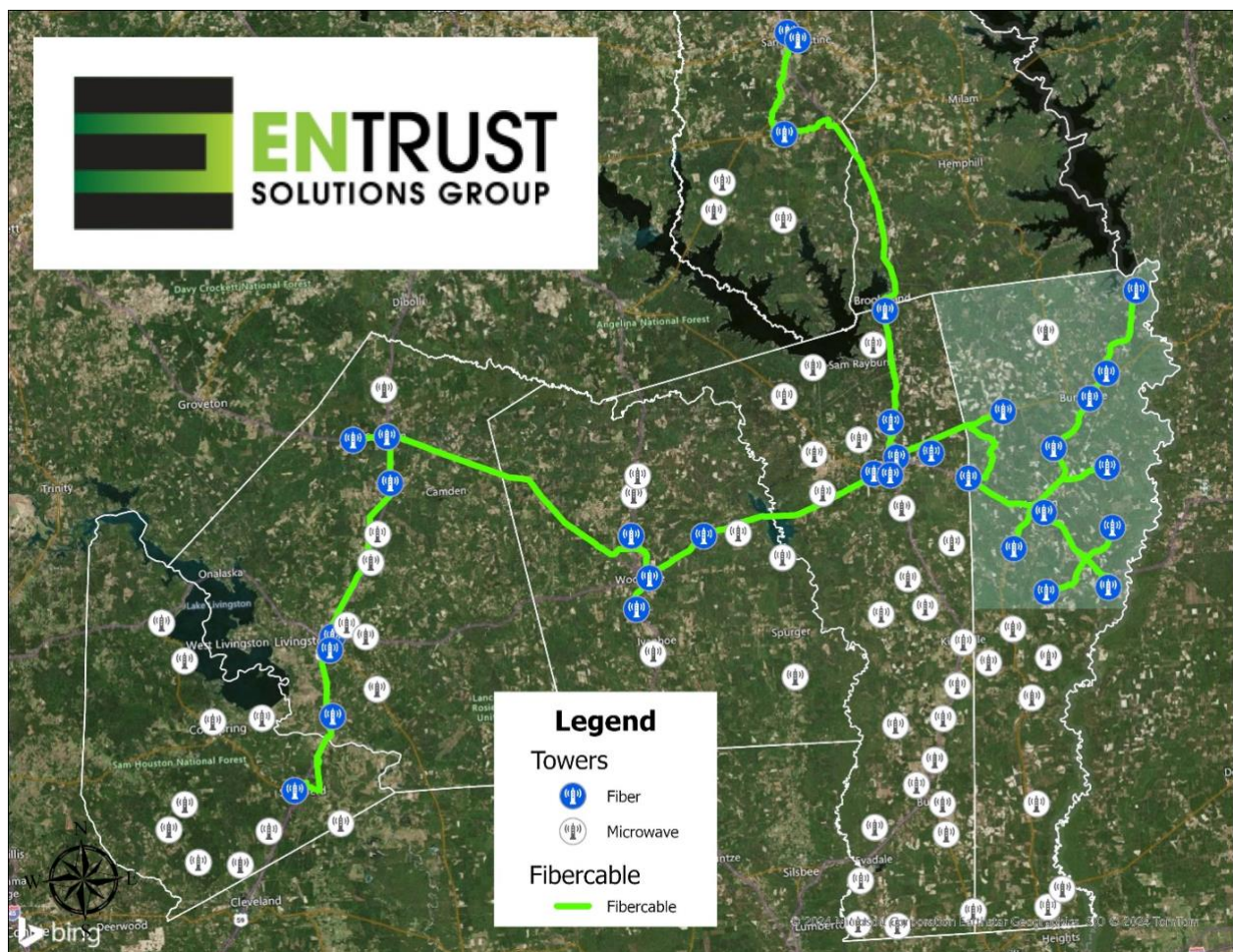


DETCOG's core broadband objectives include:

- Improving broadband access throughout the region to ensure every household and business receives affordable and reliable broadband access regardless of where they live and work.
- Promoting robust broadband access for essential state and local governmental services including, without limitation, public safety, health, and education
- Promoting increased availability of broadband access and related services to support economic development, job growth and high wage employment opportunities for college graduates and mid-career professionals reentering the workforce.

The following diagram (Figure 1) shows the proposed tower locations, fiber connections and the microwave connections that will form the DETCOG REGIONAL NETWORK. The shaded area is Phase 1 using 12 towers in the North Newton County area. Phase 2 is the remaining 77 towers in 6 counties connected by fiber and microwave backbone.

Figure 1 DETCOG REGIONAL NETWORK



## 4 Network Operator Services and Responsibilities

### 4.1 Overview

DETCOG seeks to select a wireless internet service provider to operate, maintain, market, sell, and extend the broadband network services to homes, businesses, and community anchor institutions throughout the DETCOG region.

Respondents that already receive federal or state grant funds for services in the DETCOG region may be disqualified.

Key responsibilities of the network operator include:

- Operate the new network and; assume all daily management and operational responsibilities of the service offering. DETCOG will offer to negotiate the maintenance and repair costs with the preference to WISP and DETCOG offering lower cost share.
- Provide real-time access to certain records, maintain accurate and up-to-date network documentation, and submit periodic reports about the new Network.
- Maintain comprehensive audit documents about all financial and nonfinancial transactions arising from or in connection with operations and maintenance of the new network.
- Prepare a network operations plan and periodic updates for DETCOG's review.
- Prepare a network implementation plan for DETCOG's review, that describes the process for installation and testing of the wireless base station equipment, routers, and uninterruptable power supply (UPS). The implementation plan must also provide a step-by-step overview of how the network operator will determine the final network turn-up and ready-for-service status.
- The Network Operator and DETCOG will mutually and regularly consult with each other to coordinate the leasing of additional backbone to service more network subscribers.
- Oversee marketing, provisioning, and support of all retail services and comply with all regulatory requirements, applicable laws, applicable standards, authorizations, and specified performance requirements.
- Provide high-speed, reliable internet services to BSLs. A broadband serviceable location (BSL) is "a business or residential location in the United States at which mass-market fixed broadband Internet access service is, or can be, installed."
- DETCOG's preference is that ongoing utilities are paid by the Network Operator.
- DETCOG is responsible for all capital expenses for construction of the network as funded by the grant, including fiber and wireless design and construction, permitting, equipment, capital leases, and related costs.

DETCOG will procure the services of one or more construction prime contractors to construct the fiber and wireless network infrastructure identified in Phases 1 and 2 outlined above, including broadband installations at all LMI households. The Network Operator will also work with DETCOG to ensure that the contractor(s) selected can meet the project's requirements.

- DETCOG is responsible for the cost of installing services for each LMI Resident. The grant provides for the costs of materials, equipment, and labor to connect each LMI household. Once an LMI household is installed, the Network Operator will assume the servicing of that account and will receive payments for monthly service.
- Households that do not have an LMI Resident will have no access costs paid for by the grant. The Network Operator is responsible for paying the costs of connecting non-LMI Residents, including materials, equipment and labor. These costs will be recouped from the monthly fees paid for service.
- The Network Operator is responsible for providing total counts of LMI Households served to support DETCOG's reporting requirements.
- End users, regardless of LMI distinction, will be responsible for affording the cost of monthly service without support from the grant.
- The Network Operator shall provide a performance bond ("Performance Bond") in a penal sum equal to two million dollars ("two million") that shall remain in place for the Term of the Agreement.
- The Network Operator shall make reasonable payments to DETCOG to support its ongoing renewal and replacement costs, related obligations associated with the Regional Network.
- Network Operator shall operate and maintain a NOC that monitors the network twenty-four (24) hours a day, seven (7) days a week, and staffed with trained, qualified personnel. The network operations center will provide frontline customer service and support, technical support, network monitoring and maintenance, reporting and other functions commensurate with running an ISP.
- The Network Operator shall meet or exceed commercially reasonable Service Level Agreement performance standards for broadband internet services, including proactive notification of outages, outage management, standard and emergency maintenance, and quality monitoring of key metrics such as availability, packet loss, and latency. Network performance metrics will be defined through the testing process to determine speed, availability, packet loss, and latency.
- The Network Operator shall establish and comply with written policies and procedures for ensuring the physical and cybersecurity of the regional network that are compliant with the NIST Cybersecurity Framework or similar industry cybersecurity framework.
- The Network Operator shall be responsible for ensuring that the new network is in full compliance with all applicable federal (FCC, FTC, and other agencies), state, and local laws, including the terms and conditions of the grant from the Texas General Land Office, used to provide the capital for the new network.

## 5 RFP Process Response and Submission Instructions

Failure to comply with the requirements of this RFP may deem the response ineligible. Bids received after the time set for the bid opening shall be returned to the bidder unopened.

- a. All proposals must be submitted as set forth below and in writing, on 8 ½ x 11 paper (including all required submissions).
- b. 6 bound copies of the proposal shall be provided in the envelope.
- c. 1 USB thumb drive including a final pdf copy of the proposal and a Microsoft Excel file containing the Respondent's financial plan
- d. The envelope shall be marked with the number and name of the RFP as follows: ***RFP 2024-04  
Broadband Network Operator***
- e. Required Submissions - All Proposals must include the items listed below:
  - RFP Cover Sheet (Attachment A)
  - RFP Response including a Technical Proposal, which shall be organized by the categories as described in Section 6 below.
  - Authorized Application Signature and Acceptance Form (Attachment B). By executing the Authorized Respondent's Signature and Acceptance Form and submitting a response to this RFP, Respondents certify that they
    - (1) are in compliance with the terms, conditions, and specifications contained in this RFP,
    - (2) acknowledge and understand the procedures for handling materials submitted to DETCOG,
    - (3) agree to be bound by those procedures, and
    - (4) agree that DETCOG shall not be liable under any circumstances for the disclosure of any materials submitted to DETCOG under this RFP or upon the Respondent's selection.
  - Officer's Certificate (Attachment C); and Microsoft Excel format of the Respondent's Financial Model that details the Respondent's financial plan for the new network, including but not limited to, revenues, operating and maintenance costs, and proposed capital investments funded by the Network Operator over the duration of the term. The Microsoft Excel file shall be included on the respondent's thumb drive with the sealed bid.
  - **Proposals must be delivered to the following address by US Postal Service, courier service (FedEx, UPS, or other), or in-person delivery by Respondent:**

**Deep East Texas Council of Governments  
1405 Kurth Drive, Lufkin, TX 75904**

## 5.1 RFP Timeframe

The proposal process will proceed according to the following schedule. The target dates are subject to change.

**RFP Issued: September 17, 2024**

**Bidder's Conference: October 1, 2024 at 2:00pm CDT**

**Written Questions Due: October 4, 2024 at 4:00pm CDT**

**Answers to Questions Posted: by October 9, 2024**

**Responses Due: October 18, 2024 at 4:00pm CDT**

## 5.2 Questions

Questions regarding this RFP must be submitted in writing by electronic mail by the due date above respond@detcog.gov.

## 5.3 Bidder's Conference

A bidder's videoconference will be held at 2:00pm CDT on October 1, 2024. While the bidder's conference is not mandatory, all potential Respondents are strongly encouraged to participate in order to ensure a complete understanding of the project and the RFP requirements. All potential Respondents interested in participating in the bidder's videoconference will use the following link:

[Join the meeting now](#)

Meeting ID: 289 990 613 706

Passcode: UKP3A7

## 5.4 Financial Package with Executed NDA

DETCOG has prepared a pro-forma financial package to provide respondents with a forecasting tool to determine the revenues and costs generated by the new network. The intent of this financial package is to give respondents an understanding of the key financial drivers of the project and to convey financial information regarding retail pricing, cost sharing and other important metrics that can be used by the Respondent in their submission. Respondents will be required to sign and return the Non-Disclosure Agreement provided at Attachment F herein prior to receiving the Financial Package. The Financial Package will be emailed to respondent's point of contact once the fully executed Non-Disclosure Agreement has been signed by both parties. Executed NDAs should be returned by email to respond@detcog.gov.

## 5.5 All Other Communication Prohibited

Respondents are prohibited from communicating directly with any employee of DETCOG or its consultants, including but not limited to the RFP evaluation team, regarding this procurement, except as specifically provided for in this RFP. No other individual DETCOG employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFP. Respondents may contact the contact person for this RFP in the event this RFP is incomplete, or the respondent is having trouble obtaining any required attachments electronically through the Data Room.

## 6 Information Required of Respondents

The following information will be required from the respondents.

### 6.1 Technical Proposal

#### 6.1.1 Business Qualifications

- a. Executive Summary. Respondents shall provide a summary of their organization and their proposed technical, financial, and operational approach. In the executive summary, Respondent shall indicate the basic components of its Proposal. This summary should be a maximum of five (3) pages in length.
- b. Corporate Organization. Respondents shall provide a corporate organizational chart that clearly identifies the corporate entity that will hold the contract with DETCOG, its parent, intermediary, and affiliate corporate entities, if applicable. If the contracting entity is a Special Purpose Entity ("SPE"), Respondents shall provide corporate organizational charts for all entities holding an interest in the SPE.
- c. Company History. Respondents shall provide an overview of Respondent's history, organizational structure, the number of full-time employees, the number of full-time outside contractors utilized, and a description of its current operations.
- d. Operational Experience. Respondents shall provide information that demonstrates the Respondent's experience in providing services over large wireless and fiber, serving businesses, residential customers, and governmental institutions. Respondent shall describe its experience in providing network operations for wireless and fiber broadband networks with similar size, scope, and characteristics as the Regional Network.
- e. Operational Structure and Capacity. Respondents shall describe infrastructure and resources it can leverage to perform the network functions and services in response to this RFP. Respondents shall describe how their services will meet the needs of residential, business and anchor institution customers. The respondent must also provide information about the number of employees, customer support functions and the location of its call centers/ customer support teams. Respondent should also clearly identify the extent to which internal or contracted resources will need to be expanded or augmented to take on the new responsibility of network operations.
- f. Key Personnel. Respondents shall provide detailed resumes indicating overall experience, professional registrations and certifications, and any specific experience relevant to the nature and scope of the Network Operator obligation for each of the key personnel of the Respondent and of the proposed team for delivering the services.
- g. Support for Disadvantaged Business Enterprises. Respondent shall provide a statement confirming it will take meaningful actions to support the use of Disadvantaged Business Enterprises (DBEs) Minority Business Enterprises (MBEs), Women-Owned Business

Enterprises (WBEs), Historically Underutilized Businesses (HUBs), Veteran-Owned Business Enterprises (VBEs), and Service Disabled Veteran Business Enterprises (SDVBEs). Include a description of existing or proposed plans, and any additional information that shows support for or initiative to maximize these opportunities in connection with the operation of the Network.

- h. **Financial Capacity.** Respondents shall demonstrate their financial capacity to take on the project through financial statements, lending references, letters of credit or similar documentation. Provide as much information as possible for to demonstrate the Respondent's financial capabilities.
- i. **Network Operations and Customer Service Center.** Respondents shall provide a description of its Network Operations Center ("NOC") and customer service center. The description of the NOC and customer service center shall include whether each is operated in-house or contracted, the location, the number of employees, the current hours of operation, and the number of end-users served. Respondents shall provide detailed description of functions and capabilities of the NOC that the Operator proposes to use in support of the Regional Network.
- j. **Marketing and Sales Experience.** Respondents shall provide a description of its sales and marketing resources and experience in selling and marketing wireless residential and business broadband services include in the description the number of full-time salespersons employed, the number of years the Respondent has been selling and marketing services, the approximate number of retail broadband customers and the methods of marketing and selling used by the Respondent. Respondent shall provide copies of its existing service plans with current rates, services offered and options for the market it serves. A rate card or similar is satisfactory.
- k. **Compliance.** Respondents shall provide a description of its compliance policies and practices to ensure compliance with state and federal regulatory requirements. Respondents shall provide its most recent FCC filings, if any, such as Form 477, Form 499a, and CPNI Certification. Respondent shall state whether it has been the subject of any governmental inquiry or enforcement action, has knowledge of the issuance or proposed issuance of any notice by any governmental authority of its violation or any alleged violation of any law or order, or has been the subject of any adverse order or other governmental action related to its compliance with law. If so, Respondent shall provide an exhibit with its response providing complete information relevant to such matter.
- l. **Cybersecurity.** Respondents shall provide a description of the cybersecurity practices it follows, such as the NIST Cybersecurity Framework, ISO 27001 or SOC 2. Respondents shall explain their proposed cybersecurity program and plan for protecting the Regional Network from malicious cyber-attacks and ransomware. Respondent shall explain the cybersecurity standards or frameworks it proposes to implement on the Commencement Date.
- m. **References.** Respondents shall provide reference letters from three (3) organizations for which the Respondent has provided services

similar to those described in this RFP. If the Respondent owns the network(s) that it operates and would therefore be unable to provide such reference letters, Respondent shall alternately provide references from three (3) of its largest customers. All reference letters must include a contact name, address, telephone number, and email address.

### **6.1.2 Services**

- a. Retail Broadband Services. Respondents shall describe the methods it will use to market and sell the following services, including how the Respondent would pursue new market opportunities:
- i) Residential internet. Respondents shall describe the methods it will use to market and sell internet services to households in the DETCOG County regions. Explain how Respondent will serve low- and moderate-income households at rates that support growing access and adoption. Explain how Respondent plans on tiering services, from the base package up through higher-speed packages.
  - ii) Business internet. Respondents shall describe the methods it will use to market and sell internet services to businesses in the DETCOG County regions. Provide anticipated rate plans for service. Ensure that these rates are nationally competitive.
  - iii) Wholesale services. Respondents shall describe the methods it will use to market and sell wholesale services in the region. Provide anticipated rate plans for service.
  - iv) Other value-added services. In addition to internet service, Respondents are encouraged to list any other value-added services that they will provide along with their internet services.
  - v) Quality of Service. Explain the Respondent's proposed method of providing quality of service levels guaranteed as part of their internet services.
  - vi) Provisioning and Installation. Explain the Respondent's proposed method of providing provisioning and installation timeframes as part of the Respondent's retail services to customers.
  - vii) Repair and Maintenance. Explain the Respondent's proposed method of providing repair and maintenance as part of their retail service offerings. If the Respondent plans to assume maintenance and repair responsibilities of the network, including the fiber backhaul, please indicate in the cost share proposal Sect 12.2
  - viii) Requests for Service. Explain the Respondent's proposed method of establishing a standard policy for responding to requests for service within a reasonable period of time.



- b. Repairs, Outages and Performance Criteria. Respondents shall explain their proposed criteria for and methods of performance for operating the Regional Network which includes criteria and methods of performance for i) DETCOG Core Network and ii) DETCOG customer connections. The proposed criteria and performance methods should address KPIs and SLAs to manage latency, packet loss, congestion, etc. Explain the Respondent's proposed methods and technology of tracking and reporting performance results.
- c. Providing Affordable Service. As outlined above, one of DETCOG's primary objectives is to ensure the delivery of affordable broadband service to the regional network. Respondents shall explain their proposed methods for helping to ensure that end-user customers using the Regional Network are being provided affordable broadband. A fixed low-cost plan is not required. We simply ask that you provide a statement of ensuring national market competitive rates will apply to areas of DETCOG service
- d. Reporting Requirements. Respondents shall explain their proposed methods for sharing and verifying data with DETCOG. DETCOG will request periodic reports from the Network Operator to support the grant. This may include active subscriber counts, capital expenditures, plant in service and other financial aspects of the Regional Network.

### **6.1.3 Implementation and Operations Plan**

As part of the Respondent's Technical Proposal, the Respondent shall submit a Proposed Implementation and Operations Plan addressing how the Respondent shall assume responsibility for operating the Regional Network and providing services to customers. Once a preferred Respondent is selected, the plan provisions shall be negotiated and agreed to between the preferred Respondent and DETCOG.

#### **Operations Plan Requirements**

At a minimum, the Respondent must address the following core implementation requirements as part of Respondent's Proposal in coordination with DETCOG:

- Staffing and project management team
- Integration and transition of Operation Support Systems (OSS) and Business Support Systems (BSS) Systems
- Equipment integration, testing, and certification
- Service fulfillment and provisioning
- Field operations
- Sales and marketing
- Customer service
- Quality management

**7 EVALUATION CRITERIA**

DETCOG shall evaluate each Proposal that it deems complete and responsive to the RFP. As part of the selection process, DETCOG may invite Respondents to answer questions regarding their application in person or in writing, participate in an interview, and submit clarifying or supplemental information. In its sole discretion, DETCOG may also choose to enter into negotiations with one or more Respondents and then ask the Respondent(s) to submit a best and final offer. The goal of this RFP is to select and enter into the NOA with the Respondent that will provide the Best Value. DETCOG reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the Best Value.

<b>Proposal Evaluation Categories</b>	<b>Maximum Points</b>	<b>Points Awarded</b>
<b>Technical Proposal</b>	30	
<b>Business Qualifications</b>	40	
<b>Implementation Plan</b>	20	
<b>Service Pricing Proposal</b>	5	
<b>Cost Share Proposal</b>	5	
<b>Total Points</b>	100	

## 8 GENERAL CONDITIONS

### 8.1 General Information

- a. If a Response fails to meet any material terms, conditions, requirements or procedures, it may be deemed unresponsive and disqualified. DETCOG reserves the right to waive omissions or irregularities that it determines to be not material.
- b. This RFP, as may be amended from time to time by DETCOG, does not commit DETCOG to select any firm(s), award any contracts for services pursuant to this RFP, or pay any costs incurred in responding to this RFP. DETCOG reserves the right, in its sole discretion, to withdraw the RFP, to engage in preliminary discussions with prospective Respondents, to accept or reject any or all Responses received, to request supplemental or clarifying information, to negotiate with any or all qualified Respondents, and to request modifications to Proposals in accordance with negotiations. DETCOG reserves the unqualified right to waive any informality, deviations, mistakes, and matters of form rather than substance.
- c. On matters related solely to this RFP that arise prior to an award decision by DETCOG, Respondents shall limit communications with DETCOG to the Procurement Team Leader and such other individuals as DETCOG may designate from time to time. No other DETCOG employee, consultant, or representative is permitted to be contacted or authorized to provide any information or respond to any questions or inquiries concerning this RFP. Respondents may contact the Procurement Team Leader for this RFP in the event this RFP is incomplete.
- d. Respondent's Proposal shall be treated by DETCOG as an accurate statement of Respondent's capabilities and experience. Should any statement asserted by Respondent prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for DETCOG in its sole discretion to reject the Proposal and/or terminate of any resulting Agreement.
- e. Costs that are not specifically identified in the Respondent's response and/or not specifically accepted by DETCOG as part of the NOA will not be compensated under any contract awarded pursuant to this RFP.
- f. Subcontractors are required to meet the same requirements and are held to the same reimbursable cost standards the selected Respondent. Subcontractors and subsidiaries shall be identified in the Proposal.
- g. Submitted responses must be valid in all respects for a minimum period of one hundred eighty (180) days after the deadline for submission.

**9 Attachment A: Proposal Cover Sheet**

Name of Respondent			
Mailing Address	City/Town	State	Zip Code
Telephone	Fax	Web Address	
Primary Contact for Clarification		Primary Contact E-mail Address	
Authorized Signatory		Authorized Signatory E-mail Address	
Legal Status/Jurisdiction		Respondents DUNS No.	

**10 Attachment B: Authorized Respondent's Signature and Acceptance Form**

The undersigned is a duly authorized representative of the Respondent listed below. The Respondent has read and understands the RFP requirements. The Respondent acknowledges that all the terms and conditions of the RFP are mandatory and that Respondent's response is compliant with such requirements. The Respondent specifically acknowledges the application of the procedures regarding disclosure of confidential information and specifically agrees that it shall be bound by those procedures.

The Respondent understands that, if selected by DETCOG, the Respondent and DETCOG will execute a Network Operating Agreement specifying the mutual requirements of participation.

Respondent agrees that the entire bid response will remain valid for a minimum of one hundred and eighty (180) days from receipt by DETCOG.

I certify that, as the Respondent, we are in compliance with all corporate filing requirements and State tax laws.

I further certify that the statements made in this response to the RFP, including all attachments and exhibits, are true and correct to the best of my knowledge.

Respondent: \_\_\_\_\_  
(Printed Name of Respondent)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 11 Attachment C: Officer's Certificate

The following questions must be answered by the Respondent.

1. Is your organization in compliance with of all its obligations under all bank lending and other credit (e.g., equipment leases) arrangements and has it been in compliance with these requirements during the past 12 months?  
Yes                       No
  
2. During the past 5 years has your organization filed for bankruptcy or has any Principal (more than 5% stockholder or other type of Ownership) or officer been an officer or Principal of another firm that filed for or been the subject of any bankruptcy or insolvency proceeding?  
Yes                       No
  
3. Has your organization complied with all of its obligations to federal, state and local taxing authorities over the past three years?  
Yes                       No
  
4. Has your organization been a named party (either voluntarily or involuntarily) in any legal proceedings, administrative proceedings or arbitrations initiated by a local, state or federal governmental body within the past 5 years that resulted in your organization being sanctioned or ordered to pay fines or penalties in excess of \$10,000?  
Yes                       No
  
5. Has your organization or any officer or Principal been convicted in any criminal proceeding (other than minor traffic and other non-felony offenses) during the past 7 years or currently the subject of any similar criminal proceeding?  
Yes                       No
  
6. Has your organization been terminated or failed to complete work within the past 5 years on a project funded in whole or in part with public funds (local, state or federal).  
Yes                       No

## 12 Attachment D: Pricing Proposal

### 12.1 Retail Monthly Cost to Consumer

It is the DETCOG's goal to ensure that retail residential pricing is as competitive as possible while simultaneously ensuring sufficient cash flow to support the network's renewal and replacement requirements over time. Therefore, this pricing proposal has two components that will be scored in the bid. Based on the information provided in this RFP, respondent will provide their expected retail price and speed tiers of monthly internet service inclusive of any taxes and fees and represent the final price to the consumer.

Respondent's internet Service/Speed price:

Service Name	Expected UL/DL Speed	Price Per Month

### 12.2 Cost Share Fee

The second component of the pricing proposal is the cost share fee that the respondent will pay to DETCOG to support its ongoing financial obligations for renewal and replacement of network facilities, equipment, and other depreciable assets. As recipient of the grant and owner of the network, DETCOG will need to support ongoing renewal and replacement each year. The Cost Share Rate is the percentage of gross revenues the respondent proposes to provide to DETCOG each month to support these financial obligations.

DETCOG is willing to negotiate this revenue share based on discussions and the willingness of the respondent to assume the maintenance and repair tasks for the regional network.

Respondent's proposed cost share fee \_\_\_\_\_% of Gross Revenues

Please list any additional notes for consideration:

**13 Attachment E: Certification**

The undersigned, \_\_\_\_\_(Name), hereby certifies that I am a duly authorized representative of \_\_\_\_\_(Organization name) and that all of the foregoing answers and all statements contained in any explanation are complete, true and correct. Providing false or misleading information or failure to provide all required information will be considered grounds for disqualification. I attest to the accuracy of all information contained in this proposal and verify that the information submitted is in fact complete, accurate and true.

Signed and sworn under the penalties of perjury

Dated at: \_\_\_\_\_  
(Location)

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed or Typed)

Title/Position: \_\_\_\_\_



## 14 Attachment F: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT BETWEEN DEEP EAST TEXAS COUNCIL OF GOVERNMENTS AND \_\_\_\_\_

Effective Date: \_\_\_\_\_, 2024

### 1. Parties

In order to protect Confidential Information which may be disclosed between them, Deep East Texas Council of Governments ("DETCOG") and

\_\_\_\_\_ ("Company") agree that:

under the terms of this AGREEMENT, Confidential Information will be disclosed by DETCOG and Company (the "Parties"); and a party disclosing Confidential Information under this AGREEMENT is referred to herein as the Disclosing Party or Discloser, and a party receiving Confidential Information under this AGREEMENT is referred to herein as the Receiving Party or Recipient.

### 2. Scope of Disclosure

As used in this AGREEMENT, the term "Confidential Information" shall mean any and all information that is or has been disclosed to a Recipient by the Disclosing Party on or after the Effective Date which

(a) relates to the business, technological or other confidential and proprietary information of the Disclosing Party; and (b) the Disclosing Party designates as proprietary or confidential at the time disclosure is made or which, by the nature of information or the circumstances surrounding such disclosure should, in good faith, be treated by the Recipient as confidential and/or proprietary.

The Confidential Information disclosed under this AGREEMENT shall include the pro-forma financial package referenced in DETCOG RFP No. 2024-02 which provides respondents with a forecasting tool to determine the revenues and costs generated by the DETCOG network.

The Confidential Information disclosed under this AGREEMENT may include, without limitation, business outlooks, revenue, pricing, trade secrets, computer programs, software (including, without limitation, code, software output, screen displays, file hierarchies and user interfaces), formulas, data, inventions, techniques, know-how, specifications, drawings, product designs, product plans, services, strategies, third party confidential information, and corporate and personnel statistics.

### 3. Use of Confidential Information

Confidential Information disclosed under this AGREEMENT shall be used only for the purpose of allowing the Parties to evaluate the potential for a mutually beneficial business relationship between the Parties (the "Purpose").

### 4. Employee Access and Control of Information

The Receiving Party shall restrict disclosure to those employees, Affiliates and contract personnel with a need to know in connection with the Purpose and under an obligation to hold such

Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this AGREEMENT.

#### 5. Affiliates

The Parties recognize that each of them may be part of an organization of multiple legal entities in several jurisdictions, and that it may be necessary or appropriate for each Party to provide Confidential Information to its Affiliates. For purposes of this AGREEMENT, the term "Affiliate" shall mean any entity which directly or indirectly controls, is controlled by, or is under common control with a Party to this AGREEMENT. "Control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the share or interests entitled to vote for the directors thereof, or the equivalent, for so long as such entitlement exists, or equivalent power over management thereof.

Each Party agrees (both as the Disclosing Party and Receiving Party hereunder) that:

- a) the Receiving Party may disclose Confidential Information to an Affiliate, but only to the extent that such Affiliate has a need to know such Confidential Information in order to carry out the Purpose;
- b) disclosure by or to an Affiliate of a Party hereto shall be a disclosure, subject to the terms of this AGREEMENT, by or to that Party, as applicable; and
- c) each Party guarantees the observance and proper performance by all of its Affiliates who are receiving Confidential Information, of the terms and conditions of this AGREEMENT.

#### 6. Duration of Protection

Recipient shall have a duty to protect Confidential Information of the Disclosing Party for a period of five (5) years from the date of receipt.

#### 7. Duty to Protect

Recipient shall protect the Confidential Information disclosed to it by or on behalf of the Discloser from any use, distribution or disclosure, except as permitted herein. Recipient will use the same degree of care to prevent the unauthorized use, dissemination, or publication of the Confidential Information as it uses to protect its own confidential or proprietary information of a similar nature, but in no event less than a reasonable degree of care.

#### 8. Excluded Information

This AGREEMENT imposes no obligation upon a Recipient with respect to Confidential Information which:

- a) was in the Recipient's possession before receipt from the Discloser;
- b) is or becomes a matter of public knowledge through no fault of the Recipient, but only after, and to the extent that, the Confidential Information becomes a matter of public knowledge;
- c) is disclosed without restriction to the Recipient by a third party having a bona fide right to disclose same;
- d) is independently developed by the Recipient; or
- e) is required to be disclosed pursuant to any law, regulation or legal order, provided that the Recipient has promptly notified the Discloser upon learning of the possibility that disclosure could be required under such law, regulation or legal order and has given Discloser a reasonable opportunity to contest or limit the scope of such required disclosure and has cooperated with the Discloser toward this end.

9. Rights and Obligations

a) The rights and obligations of the Parties with respect to Confidential Information shall be defined exclusively by the terms of this AGREEMENT.

All Confidential Information shall remain the sole property of the Disclosing Party which originally disclosed such Confidential Information.

All Confidential Information is provided "AS IS", and specifically without any warranty, express, implied or otherwise, regarding its accuracy or performance.

Neither Party makes any representation or warranty or assurance with respect to the non-infringement of trademarks, patents, copyrights, mask work protection rights or any other intellectual property rights or other rights of third parties.

Neither Party acquires any intellectual property rights of the other Party under this AGREEMENT except the limited right to use set forth in Paragraph 3 above.

f) The Parties do not intend that any agency or partnership relationship be created between them by this AGREEMENT.

g) Upon written request of Discloser, Recipient will return to Discloser all Confidential Information received under this AGREEMENT; provided, however, that Recipient may retain one archival copy for use only in resolving a dispute concerning this AGREEMENT.

10. Compliance with Laws

Each Party will comply with all applicable federal, state and local statutes, rules and regulations, including, but not limited to, United States export control laws and regulations as they currently exist and as they may be amended from time to time.

11. Notice

Any notice or other communication made or given by either Party in connection with this AGREEMENT shall be sent via facsimile (with confirmation) or by registered or certified mail, postage prepaid, return receipt requested, or by courier service addressed to the other Party at its address set forth below:

To DETCOG:

Deep East Texas Council of Government  
Attn: Executive Director  
1405 Kurth Drive  
Lufkin, Texas 75904  
Email: LHunt@detcog.gov

To Company:

Attn: \_\_\_\_\_

(Mailing Address)

Email: \_\_\_\_\_

12. Assignment

This AGREEMENT will be binding on the Parties hereto and their respective successors. Neither Party may assign this AGREEMENT without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

13. Amendments

All additions or modifications to this AGREEMENT must be made in writing and must be signed by an authorized representative of each Party.

14. Controlling Law

This AGREEMENT shall be governed in all respects solely and exclusively by the laws of the State of Texas, without regard to conflict of law principles.

15. Expiration of Agreement

a) This AGREEMENT expires 180 days after the Effective Date which is entered on Page 1, but in any event, the duty to protect Confidential Information shall continue through the period specified in Paragraph 6.

b) This AGREEMENT may be terminated by either Party by giving thirty (30) days notice in writing to the other Party; however, the duty to protect Confidential Information shall continue through the date specified in Paragraph 6.

16. Injunctive Relief

The Parties agree that any unauthorized use of any of the Confidential Information in violation of this AGREEMENT disclosed by a Disclosing Party may cause such Disclosing Party irreparable injury for which it may have no adequate remedy at law. Accordingly, the Disclosing Party shall be entitled to seek immediate injunctive relief prohibiting any violation of this AGREEMENT, in addition to any other rights and remedies available to such Disclosing Party.

17. Attorneys' Fees

In the event any Party should bring any action to enforce or protect any of its rights under this AGREEMENT, the prevailing Party shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees, costs and expenses incurred in connection therewith including any appeal or enforcement of any judgment obtained in any such action or proceeding. This Paragraph 17 is intended to be severable from other sections or provisions of this AGREEMENT, and shall survive any judgment or order entered in any action or proceeding, and shall not be deemed merged into any judgment or order.

18. Counterparts; PDF Delivery

This AGREEMENT may be executed in one or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the AGREEMENT when a duly authorized representative of each Party has signed a counterpart. Each Party agrees that the delivery of the AGREEMENT by email (PDF format) shall have the same force and effect as delivery of original signatures and that each Party may use such PDF signatures as evidence of the execution and delivery of the AGREEMENT by all Parties to the same extent that an original signature could be used.

19. Miscellaneous

This AGREEMENT constitutes the entire understanding and agreement among the Parties hereto as to the Confidential Information, and supersedes all prior discussions between them relating thereto. The failure or delay of any Party to enforce at any time any provision of this AGREEMENT shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this AGREEMENT. If any of the provisions of this AGREEMENT are determined to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. In the event of any inconsistency between

this AGREEMENT and the confidentiality provisions of any other contract entered into by the Parties, the document with the most protective terms for confidentiality shall prevail.

By signing below, the Signatory affirms that he/she is legally authorized to act on behalf of the named Party.

DEEP EAST TEXAS COUNCIL OF  
GOVERNMENTS

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Printed Signatory's Name)

(Printed Signatory's Name)

\_\_\_\_\_

\_\_\_\_\_

(Title)

(Title)

\_\_\_\_\_

\_\_\_\_\_

Date

Date

**15 Attachment G: Non-Collusion Affidavit**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

The undersigned bidder or agent further affirms that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or item of value on account of the undersigned winning this bid. OATH AND AFFIRMATION I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ (Name of Organization)

\_\_\_\_\_ (Title of Person Signing)

\_\_\_\_\_ (Signature)

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_) )\_ss

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ Notary Public Signature

My Commission Expires: \_\_\_\_\_