

GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS
080116

WAN AND INTERNET SERVICES

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.



**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES**

Notice is hereby given that Gila County is seeking responses from qualified providers of Bundled Internet Access Services, for the 2016-2017 Fiscal Year.

SUBMITTAL DUE DATE: Friday, September 9, 2016 4:00 PM

RETURN PROPOSAL TO: Gila County Finance Department
Attn: Betty Hurst, Contracts Administrator
Guerrero Complex
1400 East Ash Street, Globe, AZ 85501

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Interested Bidders may obtain a copy of this solicitation by calling Gila County Finance at 928-402-4355. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

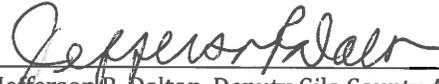
The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **August 24, 2016 and August 31, 2016**

Signed:  Date: 8-15-16
Michael A. Pastor, Chairman, Board of Supervisors

Signed:  Date: 8-15-16
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

SCOPE OF SERVICES

The County, is seeking proposals for Bundled WAN and Internet Access Services. The Service Provider will include in the proposal all costs necessary to provide, construct, install, program, maintain, and monitor the services requested below. All maintenance costs associated with any on-site premise equipment, provided as an integral part of the Service Provider's proposed service, shall be their sole responsibility. The successful bidder will include in their bid price, at a minimum, the following Bundled Internet Access Service(s):

1. The cost to provide Internet Access (Bandwidth). Bidder's price shall include the following:
 - a. The necessary physical connection from the Service Provider to the County, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Service Provider's supplied on-site premise equipment, necessary to successfully transmit the requested service
 - b. All costs necessary, including but not limited to "curb to demarcation", to deliver the requested service to the County's specified "Point of Demarcation" below:
 - c. Demarcation =MDF at 1400 East Ash Street, Globe, Arizona 85501
 - d. The available bandwidth shall be a minimum of 200Mbps (or higher).
 - e. The service hand-off shall be directly to the County's supplied Local Area Network,
 - f. Internet access availability of 24 hours, 7 days a week, 365 day a year.
 - g. Route all County's TCP/IP data traffic from their network to the internet.

2. The cost to provide the Wide Area Connection WAN (Circuit). Bidder's price shall include:
 - a. The necessary physical connection from the service Provider to the County, including but not limited to any/all one-time special construction cost(s), permits and licensing, and Service Provider's supplied on-site premise equipment, necessary to successfully transmit the requested service to all MDF's within the County.
 - b. All costs necessary, including but not limited to "curb to demarcation", to deliver the requested service to the County's specified "Point of Demarcation" listed below:
Point of Demarcation = MDF at 745 N. Rose Mofford Way, Globe, AZ 85501.
Point of Demarcation = MDF at 5515 S. Apache Ave., Globe, AZ 85501.
***Point of Demarcation = MDF at 157 S, Broad St., Globe, AZ 85501.**

***This point of demarcation should be considered as a month to month cost in the contract, with a 30 day notification to cancel. This point does not need to meet the minimum of 250Mbps for WAN bandwidth, but can be quoted at a much reduced size of 10 Mb or higher as it is a temporary connection only.**
 - c. The LAN connections shall be a minimum of 250Mbps (or higher).

REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES

- d. Demarcation hand-off can be an Ethernet Rj-45 copper OR multi-mode LC fiber connection.
- e. Service Providers will provide and maintain all premise equipment necessary to provide the County with the specified handoff and type of service requested.
- f. Full Duplex operation (connection shall be bi-directional).
- g. The requested service shall allow the following Network Protocols:
 - *All TCP/IP protocols.**
 - *All Layer 1, Layer 2, and Layer 3 protocols.**
- h. No other Service Provider's customers will have any physical or logical access to the County's traffic/VLAN

No bid will be accepted from or a contract awarded to a bidder:

- 1. Who is not licensed in accordance with the law.
- 2. Who does not hold a license qualifying them to perform work under this contract in the State of Arizona.
- 3. Who does not hold a valid Service Provider Identification Number (SPIN) and is in good standing with the FCC.

INQUIRIES

Requests for additional information relating to this RFP should be directed to Betty Hurst, Contracts Administrator at (928) 402-4355, or emailed to bhurst@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Service Provider must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 4:00 PM, September 2, 2016, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and take precedence over the language appearing in Exhibits "A & B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed Proposals will be received by the Gila County Purchasing Department, from individuals and Service Providers to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Service Providers able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required, **but copies must have original signatures.**
- B. Before submitting the Proposal and Forms each Service Provider shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Service Provider. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Service Providers must complete the Proposal and all forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Service Provider to perform the Scope of Services as set forth in the Contract. Failure of any Service Provider to complete and submit the Price Sheet and Signature/Offer Page and all required forms at time and place of opening shall be grounds for automatic disqualification of the Service Provider from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Service Provider; if initialed, the County may require the Service Provider to identify any alteration so initialed.

**REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES**

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Service Providers in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 32.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results ARE NOT provided in response to telephone or written inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES

Submittal Proposal Format

It is required that a minimum of Three (3) copies, **all with original signatures**, on all required RFP documents be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page 33, Service Provider certifies:
 - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
 - B. The Service Provider has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Service Provider's errors or omissions. Negligence in preparing an offer confers no right to the Service Provider unless the Service Provider discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope as follows:

1. A minimum of Three (3) copies, **all with original signatures** shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. **The Proposal Title "WAN and Internet Services", RFP No., "080116", Date "September 9, 2016", and time "4:00 PM" of Proposal opening shall be written on the outside of the sealed envelope.**
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. On board approval, the County shall make awards with reasonable promptness by giving written notice to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the county concerning price, conformity to the specifications and other factors. The board may reject all bids if rejection is in the public interest.
3. Further, the County reserves the right to reject the Proposal of any Service Provider who has previously failed to perform adequately after having once been awarded a prior Proposal for providing janitorial services similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.
5. Those Service Providers who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Service Provider shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Service Providers who have submitted a bid proposal for this RFP have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Service Provider shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Service Provider. The Service Provider shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Service Provider, their agents, subcontractor and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Service Provider's signature(s) appearing on page 33, *Offer and Acceptance Page*, and Exhibit "D" *Bidders Qualification and Certification Form* pages 24-25.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Service Provider hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Service Provider in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The county reserves the right to clarify any contractual terms with the concurrence of the Service Provider; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the Service Provider relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Service Provider or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Service Provider.

Independent Service Provider

Service Provider is an independent Service Provider of the County. Service Provider represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Service Provider warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractor Providers will likewise obtain Worker's Compensation Insurance for their employees working on this contract. It is further agreed by Service Provider that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Service Provider nor any employee of the Service Provider shall be deemed an officer, employee, or agent of the County.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Service Provider.

Contract Default

- A. The County, by written notice of default to the Service Provider, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Service Provider fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Service Provider fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Service Provider shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

- **Payment:** Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Service Provider shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices may be submitted monthly, or bi-monthly, for services performed under this contract.
- **Payment of Taxes:** The Service Provider shall be responsible for paying all applicable taxes.

**REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES**

- **Tax Indemnification:** Service Provider and all subcontractor Providers shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Service Provider. Service Provider shall, and require all subcontractor Providers to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- **IRS W9 Form:** In order to receive payment the Service Provider shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor Provider the Service Provider will provide Lien Waivers prior to Service Provider receiving payment.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Service Provider to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Service Provider under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Service Provider.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Service Provider to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Service Provider for acting or failing to act as in any of the following:

1. In the opinion of the County, the Service Provider fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Service Provider attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Service Provider fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Service Provider fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Service Provider will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Service Provider at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor Provider unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Indemnification Clause

Service Provider shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Service Provider or any of its owners, officers, directors, agents, employees or subcontractor Providers. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Service Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Service Provider from and against any and all claims. It is agreed that Service Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Service Provider agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Service Provider for the County.

Israel Boycott Certification: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Service Provider to provide WAN and Internet Services facilities.

General Purpose

1. All product specifications are **minimum**.
2. Service Provider should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
4. Service Provider shall review its Proposal submission to assure the following requirements are met.
 - a. One (1) original and two (2) copies, total of three (3), **all with original signatures** shall be submitted
 - b. Qualification and Certification Form
 - c. Price Sheet
 - d. References List
 - e. No Collusion Certification
 - f. Intentions Concerning Subcontracting
 - g. Legal Arizona Workers Act Compliance
 - h. Bidder's Checklist & Addenda Acknowledgment
 - i. Offer and Acceptance Page
 - j. Background Investigation Authorization
 - k. W9

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of Three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Service Provider agrees that the County shall have the right, at its sole option, to renew the Contract for two (2) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract, and any amendments issued during the term of the contract, shall remain the same and apply during the renewal period.

Service Level Agreement (SLA) – The Service Provider shall provide the County with a Service Level Agreement (SLA) in conformance to standard industry requirements. The SLA shall, at a minimum, ensure that the following Operation and Maintenance objectives are met:

- Network Availability – 99.99%
- Packet Delivery Rate – 00.00%
- Mean Time to Repair 4 Hours, end-to-end, including local loop

Evaluation of Proposal

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance and percentage weight.

- a. Cost (50%)
- b. Qualifications and Prior Experience (30%)
- c. Conformity to Submittal Requirements (10%)
- d. References (10%)

Request For Proposals No. 080116
WAN AND INTERNET SERVICE

PRICE EVALUATION FORM

Project Name Bundled Internet Access

RFP Reference WAN & Internet Services

The County shall use the price(s) below to determine the Bidder's evaluation score for all "Cost" related evaluation criteria

Instructions

1. Bidders shall provide a line item price for the "Recurring Price", and if applicable the "One-Time Price" for each of the site(s) listed below
2. Bidder shall provide a description and line item price for an "Additional" price elements that are not included in the "Recurring Price" and "One-Time Price" totals that are included in the Service Provider's bid.
3. (blank)

Recurring Price

Service	Description	Speed - Mbps	Monthly recurring price	Contract Term	Recurring price total	Point of demarcation	One - time cost
Internet Access (Bandwidth)	Synchronous DIA, fiber delivery with RJ45 GigE interface	200	\$ 2,606.00	36	\$ 93,816.00	MDF = 1400 East Ash St, Globe, AZ 85501	\$ 1,995.00
Internet Access (Bandwidth) Option 1	Synchronous DIA, fiber delivery with RJ45 GigE interface	250	\$ 3,095.00	36	\$ 111,420.00	MDF = 1400 East Ash St, Globe, AZ 85501	\$ 1,995.00
Internet Access (Bandwidth) Option 2	Synchronous DIA, fiber delivery with RJ45 GigE interface	300	\$ 3,695.00	36	\$ 133,020.00	MDF = 1400 East Ash St, Globe, AZ 85501	\$ 1,995.00
Internet Access (Bandwidth) Option 3	Synchronous DIA, fiber delivery with RJ45 GigE interface	500	\$ 4,395.00	36	\$ 158,220.00	MDF = 1400 East Ash St, Globe, AZ 85501	\$ 1,995.00

After year 3 option to renew at the current rate or the best TMCI pricing for the identical service. Customer may increase service at any time during the 3 year term at the listed prices.

Triplet Mountain Communications, Inc.

Bidder's Name

Shirley Ortiz

09/09/2016

Signature

Date

Shirley Ortiz, CEO/General Manager

Name/Title

Request For Proposals No. 080116
WAN AND INTERNET SERVICE

PRICE EVALUATION FORM

Project Name Bundled Internet Access

RFP Reference WAN & Internet Services

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2. Bidder shall provide a description and line item price for an "Additional" price elements that are not included in the "Recurring Price" and "One-Time Price" totals that are included in the Service Provider's bid.
3. (blank)

Recurring Price *prices when bundled with Internet Access.

Service	Description	Speed - Mbps	Monthly recurring price	Contract Term	*Recurring price total	Point of demarcation A location	Point of demarcation Z location	One - time cost
WAN Connection (Circuit)	Point to point Ethernet, dedicated fiber delivery with RJ45 GigE Interface	1,000	\$ 995.00	36	\$ 35,820.00	MDF = 1400 East Ash St, Globe, AZ 85501	MDF = 5515 S. Apache Ave, Globe, AZ 85501	\$ 1,995.00
WAN Connection (Circuit)	Point to point Ethernet, dedicated fiber delivery with RJ45 GigE Interface	1,000	\$ 995.00	36	\$ 35,820.00	MDF = 1400 East Ash St, Globe, AZ 85501	MDF = 745 N. Rose Mofford Way, Apache Ave, Globe, AZ 85501	\$ 1,995.00
WAN Connection (Circuit) synchronous 10/10(month to month as needed, 6 month term entered for illustrative purposes)	Point to point Ethernet, wireless PTMP radio with RJ45 Interface	10	\$ 129.95	6	\$ 779.70	MDF = 157 S. Broad St., Globe, AZ 85501	MDF = 745 N. Rose Mofford Way, Globe, AZ 85501	\$ 295.00
WAN Connection (Circuit) synchronous 20/20(month to month as needed, 6 month term entered for illustrative purposes)	Point to point Ethernet, wireless PTMP radio with RJ45 Interface	20	\$ 199.95	6	\$ 1,199.70	MDF = 157 S. Broad St., Globe, AZ 85501	MDF = 745 N. Rose Mofford Way, Globe, AZ 85501	\$ 295.00

Triplet Mountain Communications, Inc.

Bidder's Name



Signature

09/09/2016

Date

Shirley Ortiz, CEO/General Manager

Name/Title

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Triplet Mountain Communications, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) PO Box 779, 10 Telecom Lane-Suite 2		Requester's name and address (optional)
	6 City, state, and ZIP code Peridot, Arizona 85542		Gila County
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																												
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																												
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																												
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td colspan="3" style="text-align: center;">-</td><td colspan="3" style="text-align: center;">-</td><td colspan="3"></td></tr> </table>	Social security number																		-			-					
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<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 20px; height: 20px;">1</td><td style="width: 20px; height: 20px;">1</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td colspan="3" style="text-align: center;">-</td><td colspan="3" style="text-align: center;">-</td><td colspan="3"></td></tr> </table>		Employer identification number									1	1								-			-					
Employer identification number																												
1	1																											
-			-																									

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶ <u>9-6-2016</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Telcom Insurance Services Corp. 6301 Ivy Lane, Suite 506 Greenbelt, MD 20770 www.TelcomInsGrp.com	CONTACT NAME: PHONE (A/C, No, Ext): 800.222.4664 FAX (A/C, No): 301.474.6196 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED San Carlos Apache Telecommunications Utility Triplet Mountain Communications, Inc. PO Box 1000 10 Telcom Lane Peridot AZ 85542	INSURER A: Great American Insurance Co of NY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

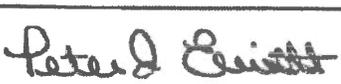
COVERAGES **CERTIFICATE NUMBER:** 31595433 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		MAC 0253216	2/5/2016	2/5/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$500/\$500 comp-doll	<input checked="" type="checkbox"/>		CAP 0253217	2/5/2016	2/5/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXC 0253219	2/5/2016	2/5/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WC 0253218	2/5/2016	2/5/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract, The County of Gila is included as additional insured as respects to General Liability and Auto Liability. Waiver of subrogation applies in favor of The County of Gila. Limited care, custody or control is included. Master Key coverage is available by endorsement.

CERTIFICATE HOLDER Gila County Purchasing 1400 E. Ash St. Globe AZ 85501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Peter J. Elliott

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INSURANCE REQUIREMENTS

Service Provider and subcontractor Providers shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees or subcontractor Providers.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Service Provider from liabilities that might arise out of the performance of the work under this contract by the Service Provider, his agents, representatives, employees or subcontractor Providers and Service Provider is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Service Provider shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. Policy shall be endorsed to **include master key coverage**.
- b. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Service Provider**".
- c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Service Provider, including automobiles owned, leased, hired or borrowed by the Service Provider**".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Service Provider even if those limits of liability are in excess of those required by this Contract.
2. The Service Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Service Provider shall not be limited to the liability assumed under the indemnification provisions of this Contract.

REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Service Provider from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Service Provider shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTOR PROVIDERS:** Service Providers' certificate(s) shall include all subcontractor Providers as additional insured's under its policies **or** Service Provider shall furnish to the County separate certificates and endorsements for each subcontractor Provider. All coverage's for subcontractor Providers shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Service Providers under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 080116 WAN and Internet Services

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Service Provider:

Triplet Mountain Communications, Inc.

Telecom Lane, Suite 2, Peridot,

TEL (928) 475-8624 Email: shirley.ortiz@tmci.us

2. Has Service Provider (under its present or any previous name) ever failed to complete a contract?
 Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Service Provider failed to perform in the narrative part of this Contract.
3. Has Service Provider (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Service Providers disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Service Provider prior to contract expiration date (under your Service Provider's present or any previous name)? Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Service Provider was terminated in the narrative part of this Contract.
5. **SERVICE PROVIDER MUST ALSO PROVIDE AT LEAST THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
- a. A brief history of the Company.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached herein and made a full part of this contract by this reference.
 - d. List the specific qualifications the Service Provider has in supplying the specified services.
 - e. A list of any subcontractor Providers (if applicable) to be used in performing the service must accompany the Proposal.
 - f. Sealed list of "equipment used" in performing the services must accompany proposal submitted by Service Provider.
 - g. Gila County reserves the right to request additional information.

REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES

6. Service Provider Experience Modifier (e-mod) Rating in Arizona: _____
(If Applicable)
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
7. Current Service Provider Business License Number: F11844139
(If Applicable)
8. Service Provider must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.



Signature of Authorized Representative

Shirley Ortiz

Printed Name

CEO/General Manager

Title

REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES

REFERENCES LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company Name:** Apache Gold Casino
Contact: Ray Zaragoza
Phone: (928) 475-7056 **Address:** PO Box 1210, San Carlos, AZ 85550
Job Length of Time: _____ **Months** _____ **19** **Years**
Job Description: Ethernet Transport Service with Dedicated Internet Access
T1-PRI Service, multiple DSL Internet Connections

2. **Company Name:** San Carlos Health Care Corporation
Contact: Darryl Griffin
Phone: (928) 475-7222 **Address:** 103 Medicine Way Road, Peridot, AZ 85542
Job Length of Time: _____ **Months** _____ **1** **Years**
Job Description: Ethernet Transport Service with Dedicated Internet Access
T1-PRI Service

3. **Company Name:** Fort Thomas Unified School District
Contact: Allison Haws
Phone: (928) 792-0055 **Address:** 15560 W. Elementary School Road, Fort Thomas, AZ 85536
Job Length of Time: _____ **Months** _____ **1** **Years**
Job Description: Ethernet Transport Service with Dedicated Internet Access

Triplet Mountain Communications, Inc.
Company Name

Signature of Authorized Representative
CEO/General Manager
Title

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 080116, WAN and Internet Services, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractor (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractor Providers name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, Service Provider warrants that all subcontractor will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the Service Provider fails to comply with the provisions of this certification.

- It is my intention to subcontract a portion of the work.
- It is not my intention to subcontract a portion of the work.

Triplet Mountain Communications, Inc.

Name of Firm



By: (Signature)

CEO/General Manager

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Service Provider hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Service Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Service Provider shall further ensure that each subcontractor Provider who performs any work for Service Provider under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Service Provider and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Service Provider's or any subcontractor warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Service Provider to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor Provider, and the subcontract is suspended or terminated as a result, Service Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay delivery of services.

Service Provider shall advise each subcontractor of County's rights, and the subcontractor Provider's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor Provider hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Service Provider.



Signature of Authorized Representative

Shirley Ortiz

Printed Name

CEO/General Manager

Title

**REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES**

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Service Provider fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	<u>✓</u>
PRICE SHEET	<u>✓</u>
REFERENCE LIST	<u>✓</u>
NO COLLUSION IN BIDDING	<u>✓</u>
INTENTIONS IN SUBCONTRACTING	<u>✓</u>
LEGAL ARIZONA WORKERS ACT COMPLIANCE	<u>✓</u>
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	<u>✓</u>
OFFER AND ACCEPTANCE PAGE	<u>✓</u>
BACKGROUND AUTHORIZATION	<u>✓</u>
W-9	<u>✓</u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	<u>SO</u>	<u>SO</u>	<u>SO</u>	<u>SO</u>	<u>SO</u>
DATE	<u>09/09/2016</u>	<u>09/09/2016</u>	<u>09/09/2016</u>	<u>09/09/2016</u>	<u>09/09/2016</u>

Signed and dated this 09 day of September, 2016.

Triplet Mountain Communications, Inc.

Service Provider:

Shirley Ortiz

By: Shirley Ortiz, CEO/General Manager

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 080116 WAN and Internet Services*. All proposals shall be filed with Gila County Procurement at 1400 E. Ash St, Guerrero Building, Globe, AZ on or before September 9, 2016, 4:00 PM.



WAIVER OF LIABILITY AND RELEASE FORM BACKGROUND INVESTIGATION AUTHORIZATION

I SHIRLEY A ORTIZ hereby give the Gila County Purchasing Department the right
(Print First, Middle Initial, & Last Name)

to make a thorough investigation of my background as part of the bidding proposal process for Bid No. 080116.

The term "back-ground investigation" as used in this document refers to any and all information and sources of information that may be deemed necessary to obtain or contact, to determine the offerors fitness as a bid award candidate.

I understand that I do not have to agree to this background investigation, but that refusal to do so may exclude me from consideration for bid award.

I understand that information collected during this investigation will be limited to that appropriate to determining my suitability for the project out for bids and that all such information collected during the investigation will be kept confidential.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the Purchasing Department, its agents or employees.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the Purchasing Department, its agents or employees for any statements, acts or omissions in the course of my background investigation.

I release from liability given by me to the political division, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award based on information received from the background investigation.

Please read carefully before signing.

Signed: Shirley A Ortiz

Date: 09/09/2016

Date of Birth: 12/14/1952

REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES

Company History

Triplet Mountain Communications, Inc. (TMCI) is a wholly owned subsidiary of San Carlos Apache Telecommunications Utility, Inc., a corporation owned by the San Carlos Apache Tribe. San Carlos Apache Telecommunications Utility, Inc. (SCATUI) was established by the San Carlos Apache Tribe by tribal resolution on March 8, 1994. The tribe's main objective was to develop, own, finance, construct, and operate a telecommunications company to provide quality services for its members. SCATUI telephone exchange serves the communities within the San Carlos Apache Reservation. TMCI was incorporated to operate and provide telecommunication services off the reservation, in 2006.

Since its incorporation, TMCI has established transport service from the southern regions of Arizona in to the Phoenix PNAP on its west route and east ward into the Tucson tandem on its east route.

TMCI offers transport service for telecom backhaul of voice and data traffic and has recently released its fixed wireless internet service in the Globe and Superior communities.

REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES

TMCI qualifications for providing the services list on RFP 080116

1. Triplet Mountain Communications Inc. (TMCI) as a fully owned subsidiary of San Carlos Apache Telecommunications Utility Authority (SCATUI) and is a federally recognized Independent Local Exchange Carrier, regulated by the Federal Communications Commission and TMCI is certified as a statewide Competitive Local Exchange Carrier by the Arizona Corporation Commission.
2. TMCI owns and operates a fiber network consisting of owned and leased fiber and leased circuits that extend from the CenturyLink Tucson Main Central Office to the Phoenix Nap (PNAP) data center in Phoenix Arizona. TMCI also owns and operates wireless network elements.
3. TMCI was incorporated in 2006 and its initial fiber backhaul became operational in 2012.
4. TMCI has fiber facilities in the City of Globe that are being extended to 1400 East Ash St as the result of being awarded an E-Rate contract for the Gila County Library.
5. TMCI network utilizes carrier grade DWDM fiber transport equipment with a current capacity of 40Gbps with expansion capability up to 100Gbps by adding cards. Additional capacity growth can be accommodated by adding additional equipment on the existing fiber optic cable.
6. TMCI has the staff to operate all elements of its network and has secured factory agreements as needed for additional support and monitoring of the network.
7. TMCI, as the result of its network design, provides additional reliability as it operates fiber routes to both Tucson and Phoenix.
8. TMCI services will be 100% Ethernet and will not convert from TDM or any other technology

REQUEST FOR PROPOSALS NO. 080116
WAN AND INTERNET SERVICES

List of equipment used to provide service (SEALED):

1. Internet access and WAN service (except temporary services at 157 S Broad St) will be delivered via fiber optic cable with demarcation hand-off to be provided by a GigE Ethernet, RJ45 copper connection.
2. WAN services at 157 S. Broad St will be delivered using Cambium PTMP wireless radios and ATAs.
3. Accedian EtherNid or similar interface equipment will be installed at MDF at the Ash, Rose Mofford Way and Apache Ave locations.
4. Fujitsu FW9500 transport equipment will be used for Internet Access transport

Service Level Agreement

This Service Level Agreement ("SLA"), dated _____, 2016, between Triplet Mountain Communications Inc. ("Company") and Gila County ("Customer") (the "Agreement"), establishes Company's service level commitments applicable to the telecommunications services provided pursuant to the Agreement (the "Service(s)").

Definitions:

For purposes hereof, "Company IP Network" shall include Company-owned and controlled IP backbone network, private network and WiFi access points. Company IP Network shall not include, and this SLA shall not apply to, (i) networks owned and/or controlled by other carriers; (ii) local access circuit; (iii) Customer premise equipment; (iv) Customer Local Area Network; or (v) interconnections to or from and connectivity within other Internet Service Provider networks.

For purposes hereof, a "Force Majeure" event shall mean any natural disaster, act of God, inclement weather, lightning, flood or fire; industrial action or lockouts; the act or omission of government, highway authorities, or any other competent authority; war or armed conflict, military operations, vandalism or riot; the act or omission of any other party (including any other party that provides any part of the Service upon which Company relies in order to provide any part of the Service) and national and/or civil emergencies.

Scope:

This Service Level Agreement ("SLA") applies only to Customer's access and the Company IP Network. This SLA does not include networks owned and/or controlled by other carriers; local access circuit (e.g. local loop); Customer premise equipment (router or CPE); Customer's local area network (LAN); or interconnections to or from and connectivity within other Internet Service Provider (ISP) networks.

This SLA applies to Service and related equipment only. Company will not be responsible for, and service credits will not be issued in connection with, any failure by Company to meet a service level commitment by reason of any of the following:

- a. Any Customer act or omission, including without limitation any negligence, willful misconduct or misuse of any service or equipment, which impairs Company's ability to provide service;
- b. Scheduled maintenance on the Company IP Network;
- c. Suspension of Service by Company, including suspension for non-payment of Service charges;
- d. Any hardware, software or network failures or lack of Service availability that arises from or is the result of Force Majeure as defined herein;
- e. Any failure of any statistical monitoring devices used to measure the performance of the Service against the standards set by this SLA where the Service is itself unaffected by the failure of the statistical monitoring device(s);
- f. Failure of Customer to comply with the terms and conditions of the Agreement;
- g. Inability to gain access to Customer's premises (including the point of demarcation);
- h. Failure of Customer-provided equipment, cabling or power sources;
- i. Emergency maintenance by Company;
- j. Changes to Customer's Service made at Customer's request; or
- k. Time attributed to Customer's delay in responding to requests for assistance and/or access to repair the problem.

Monthly Service Availability:

Company IP Network, as defined above, is guaranteed to be available and capable of forwarding IP packets 99.99% of the time, as averaged over a calendar month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the monthly recurring charge ("MRC") for that calendar month for each full day of outage. Limits on the service credit amount and reporting procedures are detailed below.

Packet Loss:

Company IP Network is guaranteed to have a maximum average packet loss of one percent (1%) or less during any calendar month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the MRC for that month for each one (1) day the packet loss is above the one percent (1%) average maximum guaranteed under this SLA. Limits on the service credit and reporting procedures are detailed below.

Latency:

Company IP Network is guaranteed to have an average round trip packet transit time within the Company IP Network over a calendar month of sixty (60) milliseconds or less. The average latency is measured as the average of 15-minute samples across the Company IP Network taken throughout the month. If this service level commitment is not met in a calendar month, Customer may receive a service credit of 1/30th of the MRC for that month for each day the latency is above the sixty (60) milliseconds average maximum guaranteed under this SLA. Limits on the service credit amount and reporting procedures are detailed below.

Time to Restore Service Outage:

The guaranteed time to restore a service outage ("Time to Restore") is four (4) hours during normal business hours (8AM to 5PM M-F) or six (6) hours during non-business hours, weekends and holidays. Time to Restore begins on the date and time when Customer reports the service impairment to Company, via Company's Network Operations Center ("NOC") telephone number during normal business hours or Company's emergency NOC telephone number after normal business hours, with all information necessary for Company to respond to the issue, and ends upon confirmation by Company to Customer that service has been restored (in each case, based upon Company's records). Time to Restore shall be extended to account for any period of time spent by Company waiting for a response, availability, action or access to the premises from Customer in furtherance of the repair effort, and any period of time during which a "force majeure" event affecting service has occurred and is continuing. In the event a service engineer must be dispatched to site, Time to Restore will include an additional two (2) hour travel period.

If Company is unable to restore service within the Time to Restore and Customer requests a credit, Company will issue a credit of one (1) day of the MRC for each one (1) day of Service outage. The aggregate of all Service availability credits shall not exceed the total MRCs billed during the month.

Claims and Credit Availability:

The provisions of this SLA state Customer's sole and exclusive remedy for Service interruptions or Service deficiencies of any kind whatsoever. Customer must open a trouble ticket with Company's customer care when Customer believes a service outage has occurred in order to have the network unavailability eligible for consideration for a service credit. Customer must initiate a trouble ticket by voice contact. Upon notification from Customer, Company will open a trouble ticket, test the affected service and attempt to isolate the problem. Company's records and data will be the sole basis for all service credit calculations and determinations. Customer will not be entitled to any service credits for service unavailability unless Customer has opened a trouble ticket and requested the service credit within one (1) week of the service unavailability.

Upon Customer's request, and if duly approved by Company, the service credit will be in an amount equal to the pro-rated amount of one (1) day of MRC for the Service affected only (i.e. Dedicated Internet Access). Customer is entitled to one (1) day MRC credit per incident and one (1) incident service credit per day. Customer's total service credit(s) in any one month will not exceed the equivalent of one hundred percent (100%) of the relevant MRCs for the affected service for that month. Cumulative service credits in any one-month must exceed twenty-five dollars (\$25.00) to be processed. If Customer fails to notify Company in the manner set forth herein with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. The service credits will apply to the MRCs of the affected service and do not apply to MRCs of other services. To be eligible for service credits, the Customer must be in good standing with Company and current in all of its obligations.

**BROADBAND SERVICES LICENSE AGREEMENT
BETWEEN THE CITY OF GLOBE, ARIZONA AND
TRIPLET MOUNTAIN COMMUNICATIONS, INC.**

This Broadband Services License Agreement (the "License") is effective as of the 8th day of December 2015, by and between the City of Globe, an Arizona municipal corporation ("City") and Triplet Mountain Communications, Inc. ("Licensee" or "TMCI"), a corporation organized and existing under the laws of the San Carlos Apache Tribe, subject to and regulated by the Arizona Corporation Commission and authorized to do business in the State of Arizona.

WITNESSETH

WHEREAS, the City is authorized to grant and renew broadband licenses for the installation, operation and maintenance of broadband services systems within the City's boundaries by virtue of (i) Federal and State statutes, (ii) the City's police powers, and (iii) the City's authority over its public rights of way; and

WHEREAS, TMCI is regulated by the Arizona Corporation Commission; and

WHEREAS, TMCI has applied to the City for approval of a non-exclusive License (hereinafter the "License") to construct, and operate and maintain a broadband services system within the City, and,

WHEREAS, the City Council, after notice and public hearing, determined that it would serve the public interest of the citizens of the City to approve granting TMCI a broadband services License, and

WHEREAS, TMCI wishes to obtain a License, and City is willing to grant one, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

BROADBAND SERVICES LICENSE AGREEMENT

Section 1. Definitions

For the purposes of this License, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural include the singular and words in the singular included the plural. The word "shall" is always mandatory and not merely directory.

A. "Broadband Services" shall mean high-speed communications services that offer internet connectivity.

B. "Broadband System" shall include, but is not limited to, lines, poles, towers, wires, cables, conduits, transmission lines, transformers, switches, communications lines, antennas and other similar equipment and facilities used to provide Broadband Services.

C. "Code" or "City Code" shall mean the Globe City Code as from time to time amended.

D. "Gross Revenues" shall mean all revenue received by TMCI from charges for broadband service to Subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a Subscriber to receive Broadband Service, and any other receipts from Subscribers derived from operating the Broadband System, including receipts from forfeited deposits, sale or rental of equipment, late charges, interest and sale of program guides, all as derived from services and activities provided by TMCI within the municipal boundaries of the City.

E. "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind other than the City.

F. "Public Way" means all roads, streets, alleys and all other dedicated public right-of-ways and public utility easements of the City.

G. "Subscriber" shall mean an authorized recipient lawfully receiving Broadband Service under this License.

H. "Reasonable Notice" shall mean the following: Unless otherwise defined herein, reasonable notice means the delivery of written notice to the other party at least thirty (30) days prior to the action proposed as a result of the alleged defect, situation or default. In the event of any emergency that poses an immediate risk of harm to the health, safety, welfare or property of the residents of the City, reasonable notice shall be as soon as practicable under the circumstances.

I. "Remote Terminal" shall mean a service cabinet capable of offering Broadband Services to Subscribers.

J. "Standard Drop" means the Broadband Service line from a Remote Terminal cabinet to the customer's residence or building. A standard drop shall exclude custom installation work, which shall include but not be limited to extensive asphalt construction, concrete jacking, and specific customer requested work that requires non-standard inventory or cable routing.

Section 2. Grant of License

A. The City hereby grants to TMCI the authority and permission to engage in the business of operating and providing a Broadband System in the City, and for that purpose to erect, install, solicit, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across, and along any public street, right of way or other municipal property or facility such as poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary or appurtenant to the Broadband System. TMCI may also so use, operate and provide similar facilities or properties rented, licensed or leased from other persons, firms or corporations, including but not limited to any public utility or other

licensee licensed or permitted to do business in the City. The service area for the Broadband System shall be the current incorporated boundaries of the City and any future annexations by the City.

B. The grant of authority to operate a Broadband System in the City and the right to use and occupy the public ways for the purposes herein set forth shall not be exclusive. The City reserves the right, in its discretion, to grant other licenses to other broadband providers.

C. Any privilege claimed under this License in any public street or other public property shall be subordinate to any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, and shall be subordinate to any prior lawful occupancy or use thereof by any other person as well as any prior easements or licenses therein. Nothing in this License shall be deemed to extinguish or otherwise interfere with property rights established independently of this License.

D. Licensee shall be subject to all requirements of the City's rules, regulations and specifications, as well as all applicable state and federal laws and regulations. City reserves the right to adopt or amend its ordinances and policies, rules, regulations and specifications to require additional or greater standards of construction, operation, maintenance or otherwise pursuant to the City's lawful police powers.

E. The granting of this License shall not constitute a waiver or bar to the exercise of any governmental right or power of the City, whether now existing or hereafter granted.

Section 3. Area of Operation

A. Subject to the lawful exercise of the police power heretofore or hereafter granted to the City, TMCI shall have the right to construct, operate, and/or maintain, in, on, along and under the Public Ways of the City, wires, cables, remote terminal cabinets, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the City of a Broadband System at such locations designated by TMCI and approved by the City's Public Works Director acting in the exercise of his or her reasonable discretion consistent with the City's technical and permitting regulations.

B. TMCI shall determine whether the facilities constituting the Broadband System shall be located above ground or underground, after consultation with the City's Public Works Director and in compliance with the City's ordinances, policies, rules, regulations and specifications.

Section 4. Acceptance; Effective Date; Term

A. After the City has taken final action to approve the granting of this License, TMCI will file its acceptance with City by countersigning this License. Such acceptance will acknowledge that TMCI agrees to be bound by and to comply with the provisions contained herein. The date that TMCI countersigns this License shall be the Effective Date.

B. The License granted herein will take affect and be in full force from and after the Effective Date and shall continue in full force and effect for a period of five (5) years (hereinafter the "Initial Term"), unless terminated sooner in accordance with the provisions of this License. The Initial Term shall be automatically extended by up to two (2) five-year extensions (each an

“Extended Term”) unless either party notifies the other not later than six months prior to the end of the Initial Term or the first Extended Term that the License will not be extended.

Section 5. Conditions on use of Streets and Roads

A. Prior to any construction, repair or replacement of facilities in City rights-of-way, a permit for such work must be obtained from the City of Globe. As part of this License, no fee will be charged for permits, but the permitting process will allow City staff to be informed of such work and to provide the necessary scheduling of inspections of work in the City rights-of-way. No other fee, charge or assessment of any kind shall be levied or assessed by City on the use, occupancy, operation, replacement or maintenance of TMCI facilities within City rights-of-way.

B. **Trimming/Cutting Trees.** TMCI shall have the right to trim and keep clear of its poles, wires, cables, underground conduits, manholes and other conductors and fixtures, the trees in and along the Public Ways, but such activities shall not unreasonably impede the use of the Public Ways. In the exercise of such right, TMCI shall not cut or otherwise injure any trees to any greater extent than is reasonably.

C. **Restoring Streets, Sidewalks, Driveways, Landscaping and Other Property.** TMCI shall restore reconstruct, or repair any public place, private or public property or Public Way, including but not limited to streets, sidewalks, driveways, landscaping and other similar items, as well as any sewer, gas, effluent, water main, pipe, or fire alarm, disturbed, altered, opened, or destroyed by the exercise of any right granted to TMCI by this License. All repair and restoration necessary to meet the requirements set forth in this Section 5, as well as any and all claims for compensation from third parties as a result of work performed by TMCI, its affiliates, or its contractors shall be promptly commenced at Licensee’s sole expense and shall be performed in a manner and with means reasonably acceptable to the City. Unless otherwise permitted by the City, Licensee shall complete such restoration with seven (7) business days following the commencement of restoration. In the event that the City determines that TMCI has not made such restoration, reconstructions, or repair in a reasonably satisfactory manner or in a reasonable time, the City, after giving TMCI no less than ten (10) days’ notice and opportunity to correct such failure, shall have the right to carry out such restoration, reconstructions or repair. City may draw upon the security posted by Licensee pursuant to Section 10.C of this License for any failure to promptly reimburse City for such expenses.

D. **Safety.** TMCI shall at all times employ ordinary care in accordance with the City Code and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public, to public property and to private property. All structures and all lines, equipment, and connections in, over, under, and upon the Public Ways, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair. Any opening or obstruction in the streets shall be guarded and protected at all times by placement of adequate barriers, fences, or boarding, the bounds of which will be clearly designated by appropriate warning lights or other warning permitted or required by the City’s standards and regulations. TMCI shall have full responsibility for any traffic control required by its work, subject to the City’s approval of traffic control plans and practices. The cost for any fees for traffic control shall be the responsibility of TMCI.

E. Compliance with Applicable Laws. TMCI shall install and maintain its wires, cables, fixtures, and other equipment in accordance with applicable law, any building codes, or other construction standards imposed by the City or other regulatory agency and in an applicable manner as shall not interfere with any installations or operations of the City or of any public utility serving the City.

F. Temporary Moving of Wires. TMCI shall, on the request of any person holding a building permit issued by the City, temporarily relocate facilities to permit the moving of buildings, water, effluent, or sewer lines, or Public Ways. Except where the City is the requesting party as a result of a project initiated or paid for by the City, the expense of such relocation shall be paid by the Person requesting the same, and TMCI shall have the authority to require such payment. TMCI shall be given not less than three (3) business days' notice to arrange for such relocation. Where the City is the requesting party the expenses of such temporary relocation shall be at the sole expense and cost of TMCI.

G. Inspection. The City shall have the right to inspect all construction or installation work performed in, over, under and upon the Public Ways, subject to the provisions of this License and make such inspections as it shall find necessary to insure compliances with the terms of this License.

H. Location of Distribution Lines-Poles/Underground Cable. Location of any TMCI pole or structure shall be removed or modified by TMCI whenever the City determines that it is in the best interests of the City or for a public purpose.

I. Moving of TMCI Property. TMCI will upon reasonable notice from the City, protect, support, temporarily dislocate or temporarily or permanently relocate its property in the Public Ways, at no cost or expense to the City, when required by the City or state for a public purpose, whether governmental or proprietary in nature, such as traffic conditions, public safety, street closing or abandonment, sewer construction, highway or street construction, change or establishment of street grade, or any other types of structures or improvements. All expenses in the moving of such property shall be at the sole cost and expense of TMCI.

J. Backup Power. TMCI shall not use a permanent or semi-permanent internal combustion engine (such as gasoline or natural gas powered electric generator) to provide backup power at any point or points on the Broadband System (other than inside buildings or on land owned in fee by TMCI or its affiliate) without City's prior written approval, which approval shall not be unreasonably withheld.

Section 6. Construction and Operation

TMCI promises and guarantees, as a condition of exercising the privileges granted by this License, that any Affiliate of TMCI directly involved in the offering of Broadband Service in the City or directly involved in the management or operation of System in the City, will also comply with the obligations of this License. To the extent Licensee constructs and installs Facilities in the Public right-of-way, such installation will be subject to the terms and conditions contained herein.

A. TMCI may enter into any agreement with developers, property owners, or residents to serve areas not required to be served, provided that such agreement shall be consistent with the terms of this License.

B. All installation and maintenance by TMCI of electronic equipment shall be in accordance with the applicable sections of the current edition of the National Electric Safety Code and all State as well as all applicable County and City codes, ordinances and regulations.

C. All working facilities, conditions, and procedures, used or occurring during construction and maintenance of the Broadband System shall comply with the standards of the Occupational Safety and Health Administration.

D. Construction, installation and maintenance of the Broadband System shall be performed in an orderly and workmanlike manner, and in close coordination with public and private utilities serving the City following accepted construction procedures and practices and working through existing committees and organizations.

E. Any antenna structure used in the Broadband System shall comply with construction, marking and lighting of antenna structures required by the United States Department of Transportation. TMCI shall obtain a special use permit from the City prior to the installation of any such antenna structure.

F. TMCI will not intentionally interfere with television reception of persons not served by TMCI, nor will the Broadband System interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents within the confines of the City. Specifically, TMCI shall not interfere obstruct or hinder in any manner, the City's communications systems, water system, sewer system, fire department system, police department system, public works systems or court system.

Section 7. Service Related Matters

A. TMCI shall obtain and maintain sufficient telephone lines and staffing so as not to delay unreasonably the answering of any telephone call, and shall adjust TMCI's staffing as necessary, with respect to special events which may reasonably be expected to increase call volume.

B. TMCI shall provide a separate phone number and email address of a management level person for City to contact on service related matters, any such calls by the City shall be returned as promptly as possible and must be returned within one (1) business day. On any complaints provided by City to such contact TMCI shall, within three (3) business days provide City, in writing, with a response and plan of resolution relating to such complaint.

Section 8. Conduct of Operations

TMCI will render efficient Broadband Service, make repairs promptly, and interrupt Broadband Service only for good cause and for the shortest time possible. TMCI will use reasonable efforts to assure that such interruptions will occur during periods of minimum systems use and shall use reasonable efforts to notify City and any subscribers of planned interruptions. TMCI shall provide City with prompt notice of any known interruptions as well as a good faith estimate of the anticipated interruption time.

Section 9. City Connections

A. TMCI shall not be obligated to build its Broadband System or install access distribution points for the sole purpose of providing service to City offices and buildings; provided, however, that TMCI shall provide Basic Broadband Services to existing or future City offices or buildings, at no charge to the City, when all of the following conditions for the installation and provisioning of subscriber units/subscriber modules (SU/SM) have been met:

1. SM/SU shall be within 1.5 miles and in Line of Sight Conditions towards the serving Access Point (AP) or Base Station (BS);
2. SM/SU and AP/BS shall have a receive signal level of -65 dBm (+/- 3dB) to assure proper operation at a proper Modulation and Coding Scheme (MCS) that will determine the maximum obtainable capacity; and
3. SM/SU and AP/BS shall have a minimum Signal to Noise Ratio (SNR) of 20 dB,

and the City office or building is not already receiving similar services from another licensed broadband provider.

If line of sight service cannot be provided, then Basic Broadband Services shall only be provided to the City office or building if the office or building is within three hundred (300) cable feet of an access distribution point providing Basic Broadband Services.

For purposes of this Section 9, "Basic Broadband Service" shall mean broadband service at the speed of up to 10 Mbps up and up to 10 Mbps down and shall be equivalent to or greater than TMCI's 10/10 Business Lite service which may be marketed under a different or similar product name to be determined at a future date.

B. Interference created by other users or external devices is outside of TMCI responsibility. TMCI will use its best efforts to control interference but cannot guarantee resolution. Manipulation of the parameters, configuration and installation of SM/SU by end user or third party is outside of TMCI responsibility and may lead to improper operation of the system and affect the network as a whole.

Section 10. Insurance, Indemnification, Letter of Credit, and Performance Bond

A. Defense and Indemnification. TMCI shall fully defend, indemnify, and hold harmless the City, its officers, boards, commission, elected officials agents, officers, attorneys, representatives, servants, and employees (for purposes of this Section 10.A, the "City") against any and all costs damages, expenses, claims, suits, actions, liabilities and judgments for damages including but not limited to expenses for legal fees (a "Claim"), whether suit be brought or not and any all disbursements and liabilities incurred, assessed, or assumed by City in connection with:

- a. Damages to persons or property in any way arising out of or through the alleged acts or omissions of TMCI its servants, officials, agents, affiliates, attorneys, representatives, servants or employees;
- b. Requests for relief arising out of any alleged action or inaction by TMCI which results in a claim for invasion of privacy, defamation, for the violation of any copyright,

trademark, trade name, service mark or patent, or of any other right of any person, firm, or corporation;

c. Any and all claims arising out of or alleged to have arisen out of TMCI's failure to comply with the provisions of this License or any federal, state or local law, or any regulation applicable to TMCI or the Broadband System; or

d. Any and all disputes arising out of a claim by any party other than the City or TMCI wherein damages or other relief is sought (a) as a result of the City's licensing of TMCI or (b) as a result of the renewal or non-renewal of TMCI's license to provide services within the City;

provided, however, that TMCI's indemnification obligation shall not apply to any Claim or element of a Claim to the extent caused by the gross negligence or willful misconduct of the City.

City shall cooperate with TMCI and reserves the right to participate in the defense of any claim or litigation. If a lawsuit or claim covered by this Section 10.A be brought against the City, either independently or jointly with TMCI, or with any other person or municipality or entity, TMCI shall defend City at TMCI's sole cost and expense. If a judgment is entered against the City, TMCI shall indemnify City and pay such judgement and all costs and shall satisfy and discharge the same. TMCI shall not settle any matter to which indemnity may apply without the City's written consent, which shall not be unreasonably withheld.

By accepting the rights conferred in this License the City is in no manner waiving any governmental immunity it may enjoy or any immunity on behalf of its agents, officials, servants, attorneys, representatives or employees.

B. Insurance. TMCI shall at all times during the term of the License, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of A-VII or greater;

a. Workers' compensation insurance with statutory limits as required in the State of Arizona. Employer's liability insurance with limits of not less than \$100,000 each accident.

b. Comprehensive Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the performance of this License, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products/completed, operations, unfair competition, copyright infringement, trademark, patent infringement, and contractual liability with respect to the liability assumed by TMCI hereunder. The limits of the insurance shall not be less than:

Each Occurrence	\$2,000,000
Products-Completed Operations Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Copyright, Trademark, and Patent Infringement	\$1,000,000
All other perils	\$2,000,000
General Aggregate Limit	\$2,000,000

c. Comprehensive Automobile Liability Insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with the performance of this License, with limits of at least \$2,000,000 per occurrence for bodily injury and property damage. Coverage shall be at least as broad as "any auto" coverage (Insurance Service Office, Inc. Policy form CA 00 01 03 06 or any replacements of such form.

d. The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. TMCI shall forward to the City certificate(s) of such insurance upon execution of this License and upon any renewal of such insurance during the term of this License. The certificate(s) shall provide that (1) the City; its officials, officers and employees be named as additional insured(s) as their interest may appear with respects this Agreement; (2) forty-five (45) days prior written notice of cancellation of the policy(s) shall be provided to the City, (3) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by the City. At the request of the City Manager, the City may increase the amount of coverage no more frequently than every three (3) years to reflect changes in the Consumer Product index to ensure full protection of the City and public provided, however, that TMCI shall have six (6) months from the date of notification to comply with any increase.

C. Security.

a. TMCI shall, prior to any work commenced within the Public Ways throughout the Term of this License, deposit with the City, a form of security (such as an irrevocable letter of credit or a bond) reasonably acceptable to the City (the "Posted Security"). For work in the Public Ways that is not the subject of an awarded contract, and for which the form of Posted Security is an irrevocable letter of credit, the amount of the Posted Security shall equal one-hundred and twenty-five percent (125%) of an engineer's estimate of the cost of the work. For work in the Public Ways for which a contract has been awarded, the amount of the Posted Security shall equal the amount of the awarded contract.

b. Notwithstanding the foregoing provisions of Section 10.C.a of this Agreement, for work that is not the subject of an awarded contract for which the engineer's estimate of the cost of the work is less than \$50,000 ("Security Floor") and for work that is the subject of an awarded contract for which the cost of the work is less than the Security Floor, no Posted Security shall be required.

c. If the City is not able to pursue a claim against Posted Security (a "Security Floor Barred Claim") because of the Security Floor, the City may nevertheless pursue an indemnity claim against TMCI pursuant to Section 10.A of this Agreement by notifying TMCI in writing of such claim. Upon receipt of such notice, TMCI shall correct the condition or make the repair to the Public Way that is the subject of the Security Floor Barred Claim within thirty (30) days or, if the correction or repair cannot be completed within such thirty (30) day period, TMCI shall commence the correction or repair within thirty (30) days and diligently pursue the correction or repair until completed. If TMCI fails to correct the condition or make the repair within the time limits stated in the immediately

preceding sentence, the City will have the right to pursue any and all rights under Sections 10.A and 10.B of this Agreement. In such event the Security Floor thereafter shall be reduced by fifty percent (50%). Such fifty percent (50%) reduction shall occur each time that the City notifies TMCI of a Security Floor Barred Claim and the City is required to pursue a remedy under Sections 10.A or 10.B of this Agreement.

d. In the event the Posted Security is in the form of an irrevocable letter of credit, the Posted Security shall be issued by a federally insured commercial lending institution. In the event the Posted Security is in the form of a bond, the Posted Security shall be issued by a surety licensed to do business in Arizona. The Posted Security shall be used to assure the faithful performance of TMCI of all provisions of this License and compliance with all orders, permits, and directions of any agency, commission, board, department, division or office of the City concerning the work in the Public Ways, including (without limitation) the cost or removal or abandonment of any property of TMCI and the failure of TMCI to promptly repair or restore the Public Ways or any other public or private property damaged, opened, or altered by the actions of TMCI or its contractions or agents.

Section 11. License Fees and Taxes

A. TMCI will pay to the City quarterly, within forty-five (45) days following the end of each quarter, an amount equal to five percent (5%) of TMCI's quarterly Gross Revenues for the prior quarter ("License Fee"). TMCI shall, with each quarterly payment, provide an accounting to the City of its calculation of the License Fee and shall expressly set forth any allowed deductions, offsets, discounts, or other deductions TMCI used to calculate the License Fee. City has the authority, at City's expense, to conduct an audit of TMCI at any time during the duration of this License to determine compliance of TMCI under this License. The audit shall be conducted in such a way as not to disrupt TMCI's business operations. All pertinent records of the TMCI are subject to an audit conducted by the City. The City may determine the scope of audit in each audit conducted. This audit shall not be required more than once in a single twelve (12) month period. License Fee payments shall be in lieu of any and all fees, charges or exaction of any kind otherwise assessed by City in any way associated with Licensee's use of the Public Ways of the City, including but not limited to, the construction of Licensee's facilities hereunder or for inspections thereof during the term of this License.

B. Of the License Fee paid to and collected by the City, Forty Percent (40%) thereof (i.e. 2% of the 5%) shall be placed by the City in a separate account to be designated the "TMCI Relocation Expense Account." During the term of this License Agreement, such payments made during the immediately preceding four (4) calendar quarters shall be available to be drawn down by TMCI to pay for TMCI's obligations to pay the cost of relocating its facilities under Sections 5.F., 5.H., 5.I. or 18 of this License. Any funds on deposit in the TMCI Relocation Expense Account for more than the immediately preceding four (4) calendar quarters shall become the property of the City. Invoices for reimbursement from the TMCI Relocation Expense Account shall be submitted to the City no later than ninety (90) days after the date TMCI pays for or incurs the expense for which TMCI requests reimbursement. Any unused funds in the TMCI Relocation Expense Account at the expiration or termination of this License, and following the completion of TMCI's relocation obligations under Section 18, if any, shall become the property of the City.

C. Notwithstanding any provision to the contrary. TMCI shall, in addition to the License Fee described above, pay the following charges, taxes and fees as established in a code, resolution or ordinance properly adopted by the City: general ad valorem property taxes; transaction privilege and use tax or other taxes of general applicability authorized by law and collected by TMCI for its retail sales from users and consumers of its services or products within the present and any future corporate limits of the City; business license fee and other charges, taxes, or fees levied upon businesses generally through the City provided that the annual amount of such fee does not exceed the amount of similar fees paid by any other similarly situated business operated within the City. TMCI shall be entitled to pass such fees, taxes and charges directly to the subscribers in the City as provided for in the Cable Act.

D. If TMCI requests the expedited review of any permits required for construction and inspection fees and if City agrees to such expedited review which it may do or withhold at its sole discretion, any and all costs associated with such expedited review shall be borne by TMCI and shall not be offset against the License Fee.

E. Licensee shall bear all costs associated with damage caused to public streets, roads, alleys, landscaping, street lights, traffic signals, or other property associated with the construction, repair, maintenance, and operation of its facilities. Such costs shall not be offset against the License Fees.

F. If TMCI fails to timely pay the License Fee or any portion thereof, TMCI shall also be responsible for a late payment fee equal to ten percent (10%) of the unpaid fee for each month or portion thereof the fee is late.

Section 12. Rates

TMCI shall apply its rates in accordance with applicable law, and, to the extent required, with similar rates and charges for all subscribers receiving similar Broadband Service without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability. Nothing herein shall be construed to prohibit TMCI from:

1. The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns of one (1) year or less;
2. The offering of reasonable discounts to senior citizens or economically disadvantaged citizens; or
3. The establishment of different and nondiscriminatory rates and charges and classes of service for commercial customers, as well as different nondiscriminatory monthly rates for classes of commercial customers as allowable by federal law and regulations.

Section 13. Records and Reports

A. Copies of all petitions, applications and communications submitted by TMCI which are directly related to TMCI operation of the Broadband System in the City to any court or agency shall be submitted to the City upon written request.

B. Once each year, upon request by the City Manager, TMCI shall brief the City Manager of all major activities applicable to its operation during the preceding twelve month period. At the briefing TMCI shall submit a report that details the number of subscribers served within the City for each type of Broadband Service or bundled service offered, a detailed report of planned operations involving work within the City's Public ways during the next twelve month period, a breakdown of License Fees and other fees payable to the City during the previous twelve months, and such other information as the City Manager may reasonably request be provided during the briefing.

C. Subject to the duty of the City to treat certain books and records as confidential pursuant to this Section 13.C., the City shall have the right, at its own expense, and upon at least three (3) working days prior written notice, to inspect at TMCI's offices located at 10 Telecom Lane, Peridot, AZ 85542 during normal business hours, all books and records directly related to TMCI's License Fee and TMCI's applicable tests and customer service reports provided to the FCC. The City agrees to treat as confidential any books or records that constitute proprietary or confidential information under state or federal law, to the extent TMCI makes the City expressly aware of such confidentiality and to the extent permitted by Arizona law. TMCI shall be responsible for clearly and conspicuously stamping the word "confidential" on each page that contains confidential or proprietary information and shall, at the request of the City, provide a written explanation as to why such information is confidential under state or federal law, along with citations to the relevant statute or rule protecting such information. To the extent such information is protected by State or Federal law, the City will not disclose to the public or to competitors of TMCI any commercial or financial information reviewed by the City pursuant to this License Agreement. To the extent the City receives a request for information and believes it must disclose any material marked "Confidential" pursuant to the paragraph the City shall, so far as reasonably possible, notify TMCI in advance of disclosure to allow TMCI to take appropriate steps to protect the information. If requested by TMCI, and subject to TMCI's obligation to defend and indemnify the City, and subject to the Arizona Public Record Act, City agrees that it shall not permit access of any books or materials marked confidential until otherwise ordered by a court or agency of competent jurisdictions. Nothing herein, however, shall limit the City's ability to use any books or records, however designated, as reasonably required by the City in enforcing its rights under the License.

D. Unless restricted pursuant to state or federal law, TMCI shall at all times keep full and complete plans and records showing the exact location of all Broadband System equipment installed or in use in the Public Ways or other public or private property and make them available for the City for review upon request. TMCI shall provide to the City, upon the request of the City Manager, maps showing the location of all facilities in the Public Ways in an electronic format compatible with the City's electronic format.

Section 14. Transfer or assignment of License

TMCI shall not sell, assign, or transfer this License to another party, person, or entity, without first receiving the prior written consent of the City, which shall not be unreasonably withheld; provided however, the City reserves all rights under applicable federal law to conduct a review of the potential buyer or transferee and to require the proposed assignee to demonstrate that the transfer will not cause any increased risks of non-performance under the License or any loss of the City of its consideration under the License. Notwithstanding anything to the contrary, an

assignment of the License to an affiliate of the Licensee, or any other TMCI entity controlling, controlled by or under common control with TMCI, shall not require the consent of the City, nor shall any internal corporate reorganization or restructure that involves Licenses or the hypothecation is whole or in secure its mortgage or other indebtedness require consent of the City.

Section 15. Termination; Cancellation

A. Each party hereto reserves the right, after notice to the other party and the opportunity of the other party to cure any alleged violation of this License within thirty (30) days following notice of the act or omission that breaches any term of condition of this License, to terminate and cancel this License and all right and privileges hereunder in the event that the other party:

- a. Willfully fails to reasonably carry out any provision of or obligation under this License.
- b. Becomes insolvent, unable or unwilling to pay its debts, or is adjudicated bankrupt.

B. Such termination and cancellation shall be by resolution duly adopted after sixty (60) days' notice to the breaching party.

Section 16. Force Majeure

With respect to any provision of this License the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon TMCI, or which allows for termination by either party under Section 15, such violation or noncompliance shall be excused where such violation or noncompliance is the result of Acts of God, war, civil disturbance, strike, or other events, the occurrence of which was not reasonably foreseeable by TMCI and is beyond TMCI's reasonable control.

Section 17. Emergency Work

City reserves the right to move, remove, or damage any portion of TMCI's or its Affiliates equipment and facilities as may be required in an emergency as determined by the City. In such event neither City nor any agent, contractor or third parties will be responsible for any damages caused. Prior to taking any action pursuant to this Section the City shall provide, if feasible, reasonable notice to TMCI of the emergency to allow TMCI the opportunity to protect or repair its facilities involved in the emergency.

Section 18. Removal and Abandonment of Broadband System

If the use of a substantial part of the Broadband System is discontinued for any reason for a continuous period of twelve (12) months or if such Broadband System or property has been installed in any street or public place without complying with the requirements of this License, or if this License has been terminated, canceled, or has expired without renewal, TMCI shall promptly, upon thirty (30) days' notice from the City Manager, remove from the Public Ways or other public or private property all such property other than any underground property that the City Manager may permit to be abandoned in place. Upon removal TMCI shall promptly restore such Public

Ways to a condition reasonably acceptable to the City Manager. Any property remaining in place one hundred eighty days after notice from the City Manager shall be at the option of the City, considered permanently abandoned. The City may extend such time in its sole discretion. Any property abandoned in place shall, at the election of the City Manager, be removed by TMCI at TMCI's expense, and the Public Way or other public or private property shall be restored to a condition reasonably acceptable to the City Manager. Upon permanent abandonment of the property in place it shall become property of the City and TMCI shall execute and deliver such documents, in a form acceptable to the City Attorney transferring ownership to the City. Nothing herein shall require the City to permit abandonment in place.

Section 19. Representations and Warranties.

A. TMCI expressly represents and warrants that upon accepting this License it did so relying on its own investigation and understanding of the power and authority of the City to grant this License and its own review, investigation, and understanding of the permissible provisions of the License under all state and federal laws and regulations.

B. TMCI represents and warrants that it has not been induced to enter into this License by any understanding or promise or other statement whether verbal or written by or on behalf of the City or by any third person concerning any term or condition of this License not expressed herein or in state or federal law.

C. TMCI represents and warrants that it has the power and authority to enter into this License by and through the representative who has signed this License on its behalf, and that it has the power and ability to do all the acts required of it.

D. TMCI represents and warrants that it accepts this License and all of its provisions willingly, without coercion, undue influence, or duress. TMCI has not misrepresented or omitted material facts, has not accepted this License with the intent to act contrary to the provisions herein, and represents and warrants that so long as it operates the Broadband System, it will be bound to the terms and conditions of this License.

E. TMCI acknowledges that it was represented throughout the negotiations of this License by attorneys of its own choosing and has opportunity to consult with its own attorneys about its rights and obligations regarding this License.

Section 20. Miscellaneous.

A. The right is hereby reserved by the City to adopt, in addition to the provisions contained herein and in existing applicable resolutions, such additional regulations, ordinances, rules, policies and specifications as it shall find to be in the best interests of the City, provided, however, that such additional regulations, ordinances, rules, policies and specifications shall be reasonable and not materially modify the terms of this License or Licensee's obligations.

B. If any section subsection, sentence, clause, phrase or portion of the License is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

C. The City acknowledges that acceptance of the terms and conditions of this License will not constitute, or be deemed to constitute a waiver, either expressed or implied, by TMCI of any constitutional or legal right which TMCI may have or may be subsequently determined to have either by current or subsequent legislation under applicable Federal and State constitutions and law.

D. Licensee acknowledges that this License is subject to A.R.S. § 38-511.

E. It is mutually understood and agreed that the provisions of this License are subject to applicable federal law, as well as any Arizona law not in conflict with such federal law. This license shall be governed by the laws of the State of Arizona, both as to interpretation and performances. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in federal court or state court with venue in Gila County, Arizona.

F. In the event that there is a change in law that affects the parties' right or obligations under this agreement, then the parties agree to meet and discuss in good faith the appropriate implementation of that change in law.

G. All notices or correspondence to the served upon the City or TMCI by the other party shall be in writing and delivered by first class mail, postage prepaid or by facsimile or by a national express mail service.

Notices or correspondence to the City shall be addressed as follows:

City Manager

With a copy to: City Attorney

Notices or correspondence to TMCI shall be addressed as follows:

Triplet Mountain Communications, Inc.
10 Telecom Lane
Peridot, AZ 85542

With a copy to: Glenn M. Feldman
Dickinson Wright PLLC
1850 N. Central Ave. Suite 1400
Phoenix, AZ 85004

The City or TMCI may designate such other address or addresses from time to time by giving written notice to the other as set forth above.

IN WITNESS WHEREOF, the parties have executed this License as of the 8th day of December, 2015.

TRIPLET MOUNTAIN

CITY OF GLOBE, ARIZONA

By: *Terena Obuch*
Mayor

Attest:

By: *Shirley*
City Clerk

COMMUNICATIONS INC.

By: *Shirley Ortiz*

ARTICLES OF INCORPORATION

TRIPLET MOUNTAIN COMMUNICATIONS, INC.

(A wholly-owned subsidiary of
San Carlos Apache Telecommunications Utility, Inc.)

THIS IS A NOTICE TO EVERYONE OF THE FOLLOWING:

That we, the undersigned, have associated ourselves for the purpose of forming a corporation for profit under and pursuant to the laws of the San Carlos Apache Tribe, and for that purpose do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of this corporation is Triplet Mountain Communications, Inc. and the duration of the corporation is perpetual.

ARTICLE II

The purpose for which this corporation is organized is the transaction of any and all lawful business for which the corporation may be incorporated under the laws of the San Carlos Apache Tribe as they may be amended from time to time. The corporation initially intends to do and perform all business transactions relating to the provision of communications and telecommunications services of every type and kind, and to perform, maintain and contract for service and maintenance on all equipment sold or handled by said corporation and all similar equipment outside of the boundaries of the San Carlos Apache Indian Reservation.

The corporation shall also do and have all powers common to domestic corporations as authorized by the San Carlos Apache Tribe and its Constitution, Laws and Ordinances and any subsequent enactment thereto or revision thereof, including but not limited: (a) to sue and be sued in the corporate name; (b) to enter into contracts, incur obligations and otherwise engage in transactions and carry on business outside of this Reservation; (c) to acquire, purchase, give, will or otherwise own, hold control, encumber, pledge, convey, sell or otherwise dispose of or deal in, outside of this Reservation, any personal property or interest therein and subject to statutory and Constitutional limitations, any real property or interest therein; and (d) all other powers authorized by existing law or any amendment or revision thereof.

ARTICLE III

The corporation shall have authority to issue one hundred (100) shares of common stock (no par value).

ARTICLE IV

The name and address of the initial statutory agent of the corporation is:

Vernon R. James
P.O. Box 779
Peridot, Arizona 85542

ARTICLE V

The known place of business of the corporation shall be P.O. Box 779, Peridot, Arizona 85542.

ARTICLE VI

As a wholly-owned subsidiary of San Carlos Apache Telecommunications Utility, Inc. ("SCATUI"), the Board of Directors of this corporation shall at all times be the same as the Board of Directors of SCATUI.

ARTICLE VII

The incorporators of the corporation are:

Vernon R. James, P.O. Box 1000, Peridot, Arizona 85542
Charles Russell, Sr., P.O. Box 1000, Peridot, Arizona 85542

ARTICLE VIII

The corporation shall indemnify any person who incurs expense by reason of the fact that he or she is or was an officer, director, employee or agent to or of the corporation. The indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.


Vernon R. James, Incorporator


Charles Russell, Sr., Incorporator

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
SAN CARLOS APACHE TELECOMMUNICATIONS UTILITY, INC.
(Amended through August 12, 2016)

THIS IS A NOTICE TO EVERYONE OF THE FOLLOWING:

That we, the undersigned, have associated ourselves for the purpose of forming a corporation for profit under and pursuant to the laws of the San Carlos Apache Tribe, and for that purpose do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of this corporation is SAN CARLOS APACHE TELECOMMUNICATIONS UTILITY, INC. and the duration of the corporation is perpetual so long as the laws and ordinances of the Tribe are complied with.

ARTICLE II

The purpose for which this corporation is organized is the transaction of any and all lawful business for which the corporation may be incorporated under the laws of the San Carlos Apache Tribe as they may be amended from time to time. The corporation initially intends to do and perform all business transactions including construction, operation and maintenance relating to the retail or wholesale of telephones, computers, electronic equipment and provisioning of telecommunications service, including but not limited to the receiving and transmission of telephone signals over wireline, microwave and cellular radio systems, the provisioning of cable television service and electronic data of all types and kinds, including software, and to perform, maintain and contract for service and maintenance on all equipment sold or handled by said corporation and all similar equipment wherever manufactured, sold and distributed.

The corporation shall also have the power and authority to plan for, promote, acquire, develop, construct, operate, maintain and expand utility systems providing electric, natural gas, water and sewer services within the San Carlos Apache Reservation.

The corporation shall further have all powers common to domestic corporations as authorized by the San Carlos Apache Tribe and its Constitution, Laws and Ordinances and any subsequent enactment thereto or revision thereof, including but not limited to: (a) to sue and be sued in the corporate name; (b) to enter into contracts, incur obligations and otherwise engage in transactions and carry on business on this Reservation or elsewhere; (c) to acquire, purchase, give, will or otherwise own, hold, control, encumber,

pledge, convey, sell or otherwise dispose of or deal in, on this Reservation or elsewhere, any personal property or interest therein and subject to statutory and Constitutional limitations, any real property or interest therein; and (d) all other powers authorized by existing law or any amendment or revision thereof.

ARTICLE III

The corporation shall have authority to issue one hundred (100) shares of common stock (no par value). The sole shareholder of the corporation shall be the San Carlos Apache Tribe.

ARTICLE IV

The name and address of the initial statutory agent of the corporation is:

Shirley Ortiz,
General Manager
SCATUI
P. O. Box 1000
Globe, Arizona 85542

ARTICLE V

The known place of business of the corporation shall be P. O. Box 0, San Carlos, Arizona 85550.

ARTICLE VI

The Board of Directors shall consist of seven (7) directors. The names and addresses of the persons who are to serve as directors until the next annual meeting of shareholders or until their successors are duly elected and qualified are:

Name: Simon Hooke, Chairperson	Address: P.O. Box 0, San Carlos, AZ 85550
Name: Boyd Evans, Vice Chair	Address: P.O. Box 0, San Carlos, AZ 85550
Name: Gary Braxton	Address: P.O. Box 0, San Carlos, AZ 85550
Name: Tony Bliss	Address: P.O. Box 0, San Carlos, AZ 85550
Name: Wendsler Nosie, Sr.	Address: P.O. Box 0, San Carlos, AZ 85550

Name: Mitch Hoffman

Address: P.O. Box 0, San Carlos, AZ 85550

Name: Alicia Cadmus

Address: P.O. Box 0, San Carlos, AZ 85550

ARTICLE VII

The incorporators of the corporation are:

Harrison Talgo, Sr., P. O. Box 0, San Carlos, Arizona 85550

Raymond Stanley, P. O. Box 0, San Carlos, Arizona 85550

ARTICLE VIII

The corporation shall indemnify any person who incurs expense by reason of the fact that he or she is or was an officer, director, employee or agent to or of the corporation. The indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

ARTICLE IX

The power to make, alter, amend or repeal the bylaws of the corporation shall be vested in the shareholder of the corporation.