

IN THE COUNTY COURT
OF
SEBASTIAN COUNTY, ARKANSAS

FILED

NOV 26 2019

SHARON BROOKS
Sebastian County Clerk & Recorder
BY

IN THE MATTER OF THE ACCEPTANCE AND APPROVAL
OF THE PROPOSAL FOR FIBER OPTIC MANAGEMENT
SERVICES CONTRACT FOR SEBASTIAN COUNTY. TERM: 3
YEARS, JANUARY 1, 2020 THROUGH DECEMBER 31, 2022.

ORDER

On this 25th day of November, 2019, there comes before the Court the matter of the agreement for Fiber Optic Management Services for Sebastian County, Arkansas.

The Court finds that in accordance with Title 14-22-101 of the Arkansas Code, a Notice to bidders was published in the Times Record on the 25th day of October, 2019, and the Proof of Publication was filed with the Court.

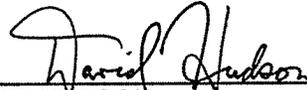
The Court further finds that sealed bids were received by the County Court until 2:00 p.m. on the 4th day of November, 2019, at which time, bids were opened and read at the Purchasing Department, 35 South 6th Street, Fort Smith, Arkansas.

The Court further finds that the lowest responsible bid in accordance with Title 14-22-111(a) to be \$10,200 per month for 36 months as submitted by Vantage Telecom, LLC, dba Pinnacle Telecom of Fort Smith, Arkansas, taking into consideration of all relevant facts, including without limitation quality, time of performance, probability of performance, and location.

The Court further finds that the bid submitted by Vantage Telecom, LLC, dba Pinnacle Telecom of Fort Smith, Arkansas for Fiber Optic Management Services for Sebastian County in the amount of \$10,200 per month for 36 months is in the best interest of the County and should be accepted and approved by the Court.

IT IS THEREFORE BY THE COURT CONSIDERED, ORDERED, AND ADJUDGED that the purchase of Fiber Optic Management Services for Sebastian County from Vantage Telecom, LLC, dba Pinnacle Telecom of Fort Smith, Arkansas at a monthly cost of \$10,200 for 36 months should be and is hereby accepted.

WITNESS my hand this 25th day of November, 2019.



DAVID HUDSON
SEBASTIAN COUNTY JUDGE

Attachment(s): Bid Tabulation
Bid Proposal
Memo
Contract

Request for Proposal

Sebastian County, Arkansas

Cover Sheet

Section I

BID NUMBER: SC-1917
TITLE: Fiber Optic Managed Network
OPENING: **DATE:** November 4, 2019
TIME: 2:00 P.M.
PLACE: Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas

MAIL SEALED PROPOSALS TO: County Judge's Office
Sebastian County Purchasing Dept.
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901

ON OUTSIDE OF PROPOSAL SHOW: (1) Return address
(2) Bid opening date
(3) Bid number & title

BIDDER MUST COMPLETE THE FOLLOWING INFORMATION:

NAME OF BIDDER: Vantage Telecom, LLC dba Pinnacle Telecom
ADDRESS: 310 Towson Avenue
CITY/STATE/ZIP CODE: Fort Smith, AR 72901
TELEPHONE NUMBER: 479-242-0901 **FAX Number:** 479-494-0285

INSTRUCTIONS:

1. Lump Sum prices and extensions are required on proposal form.
2. Return three copies of the entire bid package and any other documents required by the specifications.
3. Proposals must be signed to be accepted.
4. Any trade discounts should be deducted and net prices shown.
5. Bidder must guarantee product(s) offered will meet or exceed specifications contained in this Request for Proposals.
6. Bidding procedures will be in compliance with Arkansas Laws.
7. **QUOTE:** F.O.B. destination.
8. **TERMS:** Net 60 days.

Proposal Form

SC-1917

Section II

We, the undersigned, agree to furnish the products and/or services indicated below in accordance with the specifications and conditions contained herein, at the bid price shown.

It is expressly agreed and understood by and between the parties hereto, and is made a condition precedent to the entering into of any purchase agreement resulting from this invitation to bid, that the County Judge, Sebastian County, shall determine any and all questions or disputes which may arise concerning conformity to the specifications and conditions, and proposals; and the quantity, suitability, and acceptability of all items to be furnished hereunder; and his decision as to such matters shall be final, binding, and conclusive upon the parties hereto.

That this Request for Proposal and proposals submitted hereunder shall be governed by the laws of the State of Arkansas.

We, the undersigned, affirm that this proposal is made on behalf of the undersigned, and is made without collusion on the part of any person, firm or corporation; and that the conditions and other provisions have been carefully examined and are agreed to.

It will be the County's sole discretion to accept any part or combination of the 3 separate bids below.

Total Price: \$10,200.00 (per month price)

Written Total Price: \$ 10,200.00 (per month price)

Contractor's License No. N/A

Exceptions to specifications: NO YES (Attach itemized list)

From: Vantage Telecom, LLC Signature: John Zeiler
(Vendor) dba Pinnacle Telecom (Printed name & signature)

Date: 10/31/19 Title: General Manager

310 Towson Avenue
Fort Smith, AR 72901
(479) 494-0300 phone
(479) 494-0285 fax



PINNACLE
TELECOM
www.pinnacletelecom.com

Request for Proposal: Bid #SC-1917

Bid Number: SC-1917
Title: Fiber Optic Managed Network
Bid Opening Date: 11/04/2019

To: County Judge's Office
Sebastian County Purchasing Dept.
35 South 6th Street
Room 106
Fort Smith, AR 72901

From: Vantage Telecom LLC dba Pinnacle Telecom
Physical Address:
310 Towson Avenue
Fort Smith, AR 72901
Mailing Address:
PO Box 2670
Fort Smith, AR 72902
Contact: Drake Smith
dsmith@pinnacletelecom.com
(479) 242-0901 Direct
(479) 494-0300 Main
(479) 494-0285 Fax

Subject: Response to RFP #SC-1917

310 Towson Avenue
Fort Smith, AR 72901
(479) 494-0300 phone
(479) 494-0285 fax



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Letter of Interest

November 4, 2019

Sebastian County Judge
Purchasing Department
35 South 6th Street
Room 106
Fort Smith, AR 72901

RE: Bid Number SC-1917
Title: Fiber Optic Managed Network
Opening Date: November 4, 2019

Vantage Telecom, L.L.C., dba Pinnacle Telecom (Pinnacle Telecom) is hereby submitting a bid for the Sebastian County "Fiber Optic Managed Network", Bid #SC-1917, for the Sebastian County Technology Services Department. Enclosed is our proposal for this network.

Pinnacle Telecom can provide Sebastian County a complete "Fiber to the Door" solution using geo-redundancy through our own centrally managed EPL Network.

Required documents for this RFP are listed in the Table of Contents.

Respectfully,

John Zeiler
General Manager
Vantage Telecom LLC dba Pinnacle Telecom

General Conditions Response

Section III – General Conditions

- Pinnacle Telecom accepts, understands and agrees to all general conditions stated in the RFP Bid Number SC-1917 Fiber Optic Management Network with Bid Opening date of November 4, 2019.
- Please note additional responses to the following items:
 3. All pricing presented is indeed “Net Pricing”.
 7. Pinnacle Telecom adheres to the very highest of standards and professional practices.
 8. All equipment installed for the Sebastian County WAN will be new and in first class condition.
 20. Pinnacle Telecom shall indemnify and hold harmless Sebastian County, its officers and employees, from all claims, suits, actions, damages and costs of every nature and description arising out of or resulting from the Contract or the provision of services under the Contract.
 22. Pinnacle Telecom will obtain and maintain, at its expense and in its name, all necessary licenses and permits required to perform the services described herein.
 23. Pinnacle Telecom will assume full responsibility for any damage to the County’s equipment or premises caused by the negligent or intentional acts or omissions of Pinnacle Telecom’s employees, agents, or officers, excluding/exempting ordinary wear and tear.
 26. Pinnacle Telecom is committed to Equal Opportunity. Pinnacle Telecom employment policies meet the requirements of the Fair Labor Standards Act.
 29. Pinnacle Telecom is not currently engaged in, and agrees for the duration of the contract not to engage in a boycott of Israel.

Introduction and Scope of Work

The Fort Smith Courthouse, Sheriff’s Office, and Emergency Operations Center will be served by a ring protected network with diverse routes. These diverse routes will be connected to diverse network connection points.

Scope of Work

1. Wide Area Network

- a. Fiber-optic medium
 - i. Pinnacle Telecom will provide Sebastian County a 100% Fiber Optic medium for the Sebastian County WAN. This incorporates Pinnacle Telecom’s Fiber Optic backbone network and Fiber Optic service drops to each individual County facility.
 - ii. The handoff to SEBCOTS will be via fiber optic “LC” connectors.
- b. Demarcation Point
 - i. Each data closet or secure network switch location at each facility will be considered the Demarcation Point (DMARC) of the facility.
 - ii. The Pinnacle Telecom Fiber Optic Network will interface at each of these DMARC locations.
- c. Speeds
 - i. Pinnacle Telecom uplink speeds will be as indicated in Table 2.
 - ii. Pinnacle Telecom will be able to accommodate 100% bandwidth growth at each location (at additional costs to SEBCOTS as applicable), should future needs require.

Table 2: -Required Network Speeds

Fort Smith Courthouse	35 South 6 th St., Fort Smith, AR	4Gb
Sheriff’s Office	800 South A St., Fort Smith, AR	1Gb
Emergency Operations Center	8400 South Zero, Fort Smith, AR	1Gb
Courts Building	901 South B St., Fort Smith, AR	1Gb
Eastside (DMV Office)	6515 Phoenix Ave., Fort Smith, AR	100mb
Parker Annex	40 South 4 th St., Fort Smith, AR	100Mb
Storm Shelter	7200 South Zero, Fort Smith, AR	100Mb
Ben Geren Park (Golf)	7200 South Zero, Fort Smith, AR	100Mb
Greenwood Courthouse	301 E. Center, Greenwood, AR	100Mb
Ambulance Department	221 South Coker, Greenwood, AR	100Mb

- d. Network Management
 - i. All Pinnacle Telecom Network equipment will be managed by Pinnacle Telecom.
 - ii. Any changes to the WAN network equipment will be the sole responsibility of Pinnacle Telecom.
- e. Disaster Readiness
 - i. Pinnacle Telecom will ensure that each County location will be able to route traffic to other County locations without passing traffic through one single County location. This prevents a single point of failure at one County location that could effectively take down the entire County Network should the location become unreachable.
 - ii. The Pinnacle Telecom managed backbone network will have multiple geographically diverse switching/routing locations, and the ability to bypass any one location. This is to prevent a complete network failure should vendor lose one or multiple locations.

2. Reliability Requirements

- a. Pinnacle Telecom will guarantee network reliability at 99.9% uptime.

3. Security Requirements

- a. Pinnacle Telecom will segregate all SEBCOTS network traffic from other customer or non-customer traffic through use of separate physical cabling or through VLAN technology.

4. Initial Setup Assistance

- a. Pinnacle Telecom will provide either telephone-based or on-site assistance, at no additional cost to SEBCOTS for any needed changes to the configuration of any SEBCOTS owned network equipment that requires changes due to their network solution.
- b. This assistance will be limited to the implementation phase of the project and not include any future assistance due to changes made by SEBCOTS that aren't under the guidance of Pinnacle Telecom.

5. Implementation Costs

- a. Any costs incurred by Pinnacle Telecom to implement the network solution will be the sole responsibility of Pinnacle Telecom.

310 Towson Avenue
 Fort Smith, AR 72901
 (479) 494-0300 phone
 (479) 494-0285 fax



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www.pinnacletelecom.com

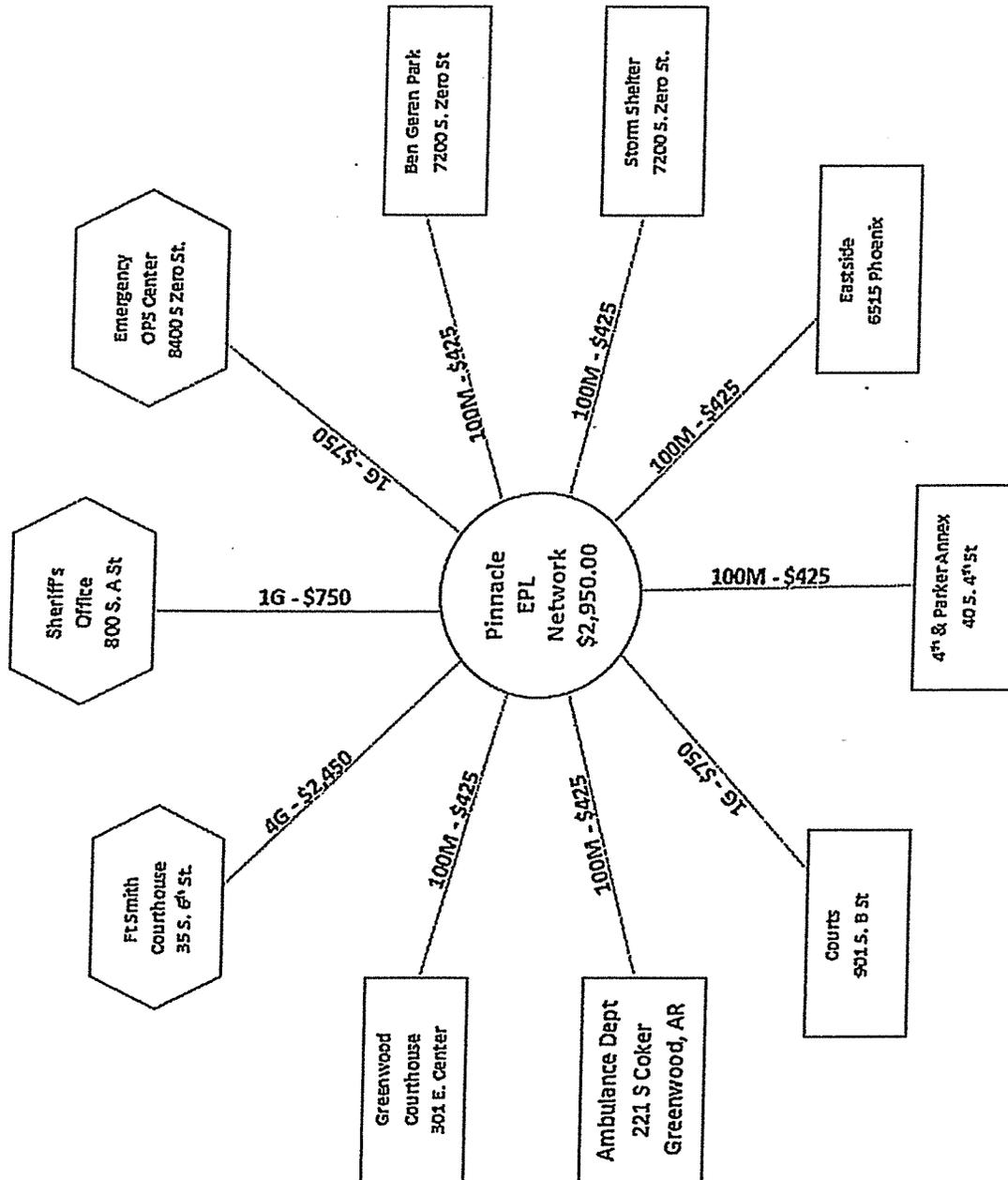
Pinnacle EPL Network Per Location (Cost per month)

	Location Name	Physical Address	Description	Speed	Pinnacle Cost
Pinnacle EPL Network	to/from	Pinnacle EPL Network	Pinnacle Network	EPL	\$2,950.00
	to/from	Fort Smith Courthouse	35 S. 6th Street, FS, AR	EPL	4G \$2,450.00
	to/from	Sheriff's Office	800 S. A Street, FS, AR	EPL	1G \$750.00
	to/from	Emergency Operations Center	8400 S. Zero, FS, AR	EPL	1G \$750.00
	to/from	Courts Building	901 S. B St., FS, AR	EPL	1G \$750.00
	to/from	Eastside (DMV Office)	6515 Phoenix Ave, FS, AR	EPL	100M \$425.00
	to/from	Parker Annex	40 S. 4th St, FS, AR	EPL	100M \$425.00
	to/from	Storm Shelter	7200 S. Zero St, FS, AR	EPL	100M \$425.00
	to/from	Ben Geren Park (Golf)	7200 S. Zero St, FS AR	EPL	100M \$425.00
	to/from	Greenwood Courthouse	301 E. Center, Greenwood, AR	EPL	100M \$425.00
	to/from	Ambulance Department	221 S. Coker, Greenwood	EPL	100M \$425.00
Internet connections are not taxable				Grand Total	\$10,200.00

310 Towson Avenue
 Fort Smith, AR 72901
 (479) 494-0300 phone
 (479) 494-0285 fax



Diagram of Sebastian County Network



BID BOND

**Travelers Casualty and Surety Company of America
One Tower Square 3PB, Hartford, CT 06183**

Bond No. 107060647

KNOW ALL MEN BY THESE PRESENTS,

That we, Vantage Telecom, LLC dba Pinnacle Telecom, as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America, of One Tower Square 3PB, Hartford, CT 06183, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto Sebastian County, Arkansas, as Obligee, hereinafter called the Obligee, in the sum of twenty thousand Dollars (\$ 20,000), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for SC-1917 Fiber Optic Managed Network.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31 day of October, 2019.

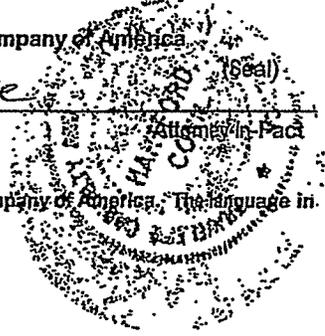
John Zeeh
Witness

Vantage Telecom, LLC dba Pinnacle Telecom
By: [Signature] (Seal)
Principal

Lenia A. Johnson
Witness

Travelers Casualty and Surety Company of America
By: Marilyn A. Blake (Seal)
Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225323

Certificate No. 007140444

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Cheryl L. Condee, Peter J. Elliott, and Marilyn A. Blake

of the City of Greenbelt, State of Maryland, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of March, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 1st day of March, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company; and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31 day of October, 199

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



David Hudson

Sebastian County Judge
County Court House
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901
(479) 783-6139
FAX (479) 784-1550

November 25, 2019

Memo

To: File

From: Charity Gregory, Purchasing/Facilities Administrator

Subject: Fiber Optic Management Services, Bid SC-1917

Sebastian County requested bids for Fiber Optic Management Services on November 4, 2019. The County received the following bids for the services:

Cox Business (dba Cox Arkansas Telecom, LLC)	\$10,031.25 per month
Vantage Telecom, LLC (dba Pinnacle Telecom)	\$10,200.00 per month

In accordance with Arkansas Code 14-22-111(B) a memo must be filed with the County Clerk for refusing the low bid.

The proposal from Cox Business included exceptions to the contract terms as listed in Section III, numbers 15, 20, and 23. Vantage Telecom had no exceptions to the specifications therefore, Sebastian County will be awarding this contract to Vantage Telecom, the most responsible bidder as provided in Arkansas Code 14-22-111(a) and 14-22-111(b)(1).



PINNACLE
TELECOM

Quote/Order

Pinnacle Telecom

Tomorrow's Technology Today

310 Towson Ave

Fort Smith, AR 72901

Phone: (479) 242-0000

Fax: (479) 494-0285

Email: sales@pinnacletelecom.com

Quote #: Q-01309-1

Date: 11/6/2019

Expires On: 11/29/2019

Account Representative: Drake Smith

Email: drakes@pinncom.com

Phone: (479) 242-0901

Judge David Hudson
Sebastian County
35 S 6th Street
Fort Smith, AR 72901
(479) 783-6139

TELECOM QUOTE / ORDER Service Term: 36 Months

Monthly Charges

Internet Products					
Product Name	Product Description	Qty.	Monthly Cost	Total Price	Cust/Agent /Initials /Date
EPL Network	EPL Network (Ethernet Private Line)	1	\$2,950.00	\$2,950.00	
EPL Network	Location: Fort Smith Courthouse, 35 S. 6th St., Ft. Smith, AR	1	\$2,450.00	\$2,450.00	
EPL Network	Location: Sheriff's Office, 800 S. A St., Ft. Smith, AR	1	\$750.00	\$ 750.00	
EPL Network	Location: Emergency Operations Center, 8400 S. Zero, Ft. Smith, AR	1	\$750.00	\$750.00	
EPL Network	Location: Courts Building, 901 S. B St., Ft. Smith, AR	1	\$ 750.00	\$ 750.00	
EPL Network	Location: Eastside DMV Office, 6515 Phoenix Ave., Ft. Smith, AR	1	\$ 425.00	\$ 425.00	
EPL Network	Location: Parker Annex, 40 S. 4th St., Ft. Smith, AR	1	\$ 425.00	\$ 425.00	

Pinnacle Telecom 310 Towson Ave, Fort Smith, AR 72901

**** This Document is Confidential ****

EPL Network	Location: Storm Shelter, 7200 S. Zero St., Ft. Smith, AR	1	\$ 425.00	\$ 425.00	
EPL Network	Location: Ben Geren Park, Golf, 7200 S. Zero St., Ft. Smith, AR	1	\$ 425.00	\$ 425.00	
EPL Network	Location: Greenwood Courthouse, 301 E. Center, Greenwood, AR	1	\$ 425.00	\$ 425.00	
EPL Network	Location: Ambulance Department, 221 S. Coker, Greenwood, AR	1	\$ 425.00	\$ 425.00	

Sub Total Monthly Charges: \$10,200.00

Approximate Taxes: \$0.00

Total Monthly Charge: \$10,200.00

Quote/Order Acceptance:

By initialing, customer agrees to acceptance of quote as offered or as mutually modified prior to acceptance.

Customer Initials: GM Date: 11/25/2019

36 MONTHS Commitment Level - Installation Cost = **\$0.00**

NOTES:



PINNACLE
TELECOM

Pinnacle Telecom/Sebastian County Service Term Agreement

1. **Eligible Services/Service Description:** Eligible services are those services, provided by Pinnacle Telecom. Eligible services are defined as fiber circuits for Sebastian County WAN.
2. **Terms:** The undersigned understands that this contract for service is binding from the date of signature. The undersigned agrees that the term of agreement for the Fiber circuits shall be (36) MONTHS from the date that Pinnacle Telecom completes the installation of said circuit(s) or from the ending date of the existing contract if this is a renewal of service. The term of this agreement determines any eligible discount for CPE (Customer Premise Equipment) necessary for Eligible Services.
3. **Early Termination Liability:** The undersigned agrees that early termination will be subject to an early termination fee in the amount equal to that of the remaining balance through the term of the agreement. Early termination is defined as the period from Pinnacle Telecom completing the installation of said circuit(s) through the (36) month term of the Agreement. Out of contract MRC increase (month to month) will apply after the initial term is reached.
4. **Choice of Law:** Customer agrees to pay late charges plus the maximum finance charges allowed by law, plus court costs and attorney fees if collection efforts are required.
5. **Compliance with Laws:** Each party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance. Notwithstanding anything to the contrary contained herein, in the event that the Agreement or any part hereof, is deemed, or Pinnacle Telecom in good faith at its sole discretion believes, continuing performance conflicts with or violates any applicable law, rule, regulation, or order, Pinnacle Telecom may terminate or modify this Agreement without liability.
6. **Terms and Order Summary:** This Agreement, including Order Application and any other attachments hereto, constitutes the representations, proposals, or understandings, oral or written, expressed or implied. This Agreement may not be amended, superseded or otherwise modified unless in writing and signed by all parties.
7. **Cancellation of Service:** After terms of this Agreement are met, Customer agrees that any cancellation of service with Pinnacle Telecom will be requested thirty (30) days in advance, and to pay for all services for a minimum period of thirty (30) days after they are cancelled.
8. **Billing Start Date:** The billing start date shall begin upon the installation or "turn-up" date of the Pinnacle fiber circuits for the Sebastian County WAN.
9. **Non-appropriation Clause:** Pinnacle Telecom acknowledges that Sebastian County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Sebastian County's obligations under this contract, then this contract shall automatically expire without penalty to Sebastian County thirty (30) days after written notice to Pinnacle Telecom of the unavailability and non-appropriation of public funds.

It is expressly convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Sebastian County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Sebastian County's authority to continue its obligations under this contract,

Pinnacle Telecom 310 Towson Ave, Fort Smith, AR 72901

**** This Document is Confidential ****

then this contract shall automatically terminate without penalty to Sebastian County upon written notice to Pinnacle Telecom of such limitation or change to Sebastian County's legal authority.

This contract allows Pinnacle Telecom to use CPNI for marketing purposes as needed. Customers can opt out of CPNI information access, at any time, by contacting their account manager or by supplying written notice to Pinnacle Telecom's Billing Department at below address. Restricting our use of your CPNI will not eliminate other types of marketing contacts from Pinnacle Telecom, nor will it eliminate our use of your CPNI to offer additional services of the type you already purchase from Pinnacle Telecom.

Pinnacle Telecom and the undersigned agree that if, for any reason, Pinnacle Telecom is unable to provide the Fiber circuits due to physical layer or logical layer complications, this agreement is hereby null and void.

I accept the terms of the Agreement:

Sebastian County
Company Name
DAVID HUDSON Sebastian County Judge
Authorized Customer Name/Date - (Please Print Name and Title)
David Hudson County Judge
Authorized Customer Name/Date/Signature
[Signature] 11-20-19
PINNACLE Telecom Representative Name

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