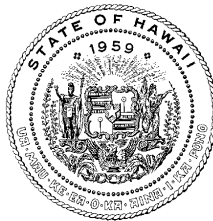




**REQUEST FOR INFORMATION  
for a  
NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM (DAS)  
at the  
HAWAII CONVENTION CENTER FACILITY**

**HTA RFI NO. 18-04**



Hawaii Tourism Authority  
State of Hawaii  
1801 Kalākaua Avenue  
Hawaii Convention Center, First Level  
Honolulu, Hawaii 96815

**Date of Issuance: March 15, 2018**

**Submissions due no later than 4:30 p.m. (HST) on April 6, 2018**

**Procurement Officer/Contract Manager:**  
Mr. Ronald D. Rodriguez  
Hawaii Tourism Authority, State of Hawaii

**REQUEST FOR PROPOSALS**  
for a  
**NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM (DAS)**  
at the  
**HAWAI'I CONVENTION CENTER FACILITY**

**HTA RFI NO. 18-04**

**– TABLE OF CONTENTS –**

<b>SECTIONS</b>	Page
SECTION ONE: Introduction .....	2
SECTION TWO: Procedure and Timeline .....	4

**EXHIBIT**

EXHIBIT 1 – DAS Agreement for Electrical Services

**ATTACHMENTS**

ATTACHMENT 1 – Questionnaire

ATTACHMENT 2 – DAS Scope of Work

## SECTION ONE: INTRODUCTION

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### 1.1 INTRODUCTION

The Hawai'i Tourism Authority ("HTA"), a government agency of the State of Hawai'i, requests expression of interest related to the design, construction, installation, implementation, operation, maintenance, and service of a centralized neutrally hosted distributed antenna system ("DAS") capable of providing enhanced commercial cellular wireless mobile services and radio coverage throughout the entire Hawai'i Convention Center facility ("HCC"), located in Honolulu, Hawai'i, and serving the HTA and HCC staff, guests, tenants, licensees, exhibitors, attendees, contractors, and any member of the public authorized to attend a licensed or authorized event at the HCC. The RFI will allow the HTA to ensure interested parties receive, upon request, information on the Request for Proposal (RFP) or Invitation for Bid (IFB) to be issued. To receive notice of solicitation, please fill out the form at <https://htacontracts.wufoo.com/forms/zl0h9g91jb8li3/>.

### 1.2 HAWAII TOURISM AUTHORITY

Established in 1998, the Hawai'i Tourism Authority, is a government agency of the state of Hawai'i and responsible for strategically managing tourism to optimize benefits for Hawai'i that integrates the interest of visitors, the community and visitor industry. Tourism is our state's leading economic driver and largest employer. HTA continually works to ensure its sustainability well into the future. For more information on the HTA, please visit [www.hawaii-tourismauthority.org](http://www.hawaii-tourismauthority.org), find us on Facebook or follow us on Twitter (@HawaiiHTA).

### 1.3 HAWAII CONVENTION CENTER

Located in Honolulu, Hawai'i, the Hawai'i Convention Center is a state-owned facility built and operated continuously since 1998. Section 201B-7(a)(7), HRS, authorizes HTA to execute contracts and agreements related to the use, operation or maintenance of the HCC or any use of the HCC as a commercial enterprise. HTA has executed a contract with AEG Facilities ("AEG") to be primarily responsible for the marketing, management, operation and maintenance of the HCC, including the leasing of space for conventions, meetings, and various other public and private events.

Information on the Hawai'i Convention Center is available at: <https://www.meethawaii.com/convention-center/>.

Plans and schematics are also available on the website at: <https://www.meethawaii.com/convention-center/venue-information/plans-schematics/>.

Subject to future bookings and cancellations, AEG currently projects the following number of attendees at various conventions, meetings, and events at the HCC:

- 2014: 321,203
- 2015: 347,438
- 2016: 337,554
- 2017: 317,457
- 2018 (currently budgeted at): 387,332

#### **1.4 EXISTING CONTRACT**

Under a contract HTA made effective on August 31, 2011, CONTRACTOR installed and operated a DAS at the HCC that provided enhanced cellular coverage throughout the entire building, outside access areas, and additional coverage for public safety services, such as police, fire, civil defense, and other emergency services. CONTRACTOR is responsible for all costs related to the design, installation, and operation of the DAS, including utility costs and future hardware and software costs. CONTRACTOR would also be responsible for removing the DAS upon termination of its contract if services were not extended. The current contract between the HTA and its contractor will expire no later than December 31, 2018.

The current agreement includes the following:

- CONTRACTOR pays HCC a minimum monthly concession fee of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00)
- CONTRACTOR pays a monthly per carrier fee of Four Hundred Fifty and No/100 Dollars (\$450.00). CONTRACTOR keeps any additional carrier fee income over and above the \$450.00 fee.
- CONTRACTOR is responsible for, inter alia, paying utility charges for electricity, telephone service or any other utility service used or consumed for the DAS at the HCC. (See attached the current DAS Agreement for Electrical Services).

As a means of addressing the increased number of events at the HCC and the higher expectation for robust wireless coverage from all attendees being served by various wireless mobile service carriers, HTA is exploring an upgrade to its DAS at the HCC to include a more robust wireless cellular coverage, more enhanced neutral host capacity, and greater compensation from the contractor.

## SECTION TWO: PROCEDURE AND TIMELINE

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### 2.1 QUALIFIED RESPONDENTS

This RFI, and any subsequent RFP for the same service, is open to major providers of distributed antenna systems (“DAS”). These will presumably be major mobile service providers though there may be others that qualify. Likewise, there may be responses from knowledgeable parties who have no intention of applying to provide the service through an RFP. HTA will accept submissions from all respondents.

### 2.2 USES OF RFI RESPONSES

This RFI is issued for the following purposes:

- For market research purposes in preparation for any future solicitation. The information obtained from the RFI will be used to improve the HTA’s knowledge of private industry’s capabilities. No evaluation of participating respondents will occur and participation in the RFI is not a promise of future business with the HTA.
- To gauge interest in a potential RFP. Failure to participate in the RFI will not bar anyone from competing in any future solicitation. To receive notice of any future solicitations (RFPs, RFQs) subsequent to this RFI, please fill out the form at <https://htacontracts.wufoo.com/forms/zl0h9g91jb8li3/> .
- No contract will be awarded directly from the RFI.

### 2.3 RFI RESPONSE PROCEDURE AND DELIVER METHOD

To answer this RFI, please submit the following:

1. Answers to the requested information listed in Attachment 1 of this RFI.
2. A redline of, or some similar commentary on, the Word document entitled Scope of Work.

All responses are to be delivered in electronic format to the following email and by the following deadline:

**Email:** [contracting@gohta.net](mailto:contracting@gohta.net)

**Due Date:** Friday, April 6, 2018. 4:30 p.m. Hawai’i Time.

All emails subject line should read “RFI 18-04 - Name of Responding Agency”. Any attached electronic file should be labelled to read: “RFI 18-04.

All responses, information and other materials submitted shall become the property of the HTA. Each respondent is solely responsible for all expenses incurred for the preparation of the response to this RFI and any related communications or interactions with the HTA.

Request for Information (RFI) 18-04  
for Neutral Host Distributed Antenna System (DAS) at the Hawaii Convention Center  
EXHIBIT 1 - AGREEMENT FOR ELECTRICAL SERVICES

**AGREEMENT FOR ELECTRICAL SERVICES**

THIS AGREEMENT FOR ELECTRICAL SERVICES ("Agreement") dated as of January 1, 2014 ("Effective Date"), by and between AEG MANAGEMENT HCC, LLC ("AEG"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("AT&T").

WITNESSETH:

WHEREAS, AEG manages the Hawai'i Convention Center ("HCC") pursuant to an agreement with the Hawaii Tourism Authority ("HTA");

WHEREAS, AT&T was previously awarded a Contract with HTA for Goods and Services dated \_\_\_\_\_ (the "Contract") related to the installation and operation of a Distributed Antenna System ("DAS") at HCC

WHEREAS, a DAS allows customers of wireless carriers connected to the DAS to send and receive wireless telephone calls, transmit and receive wireless data, and obtain other wireless services available from such carriers;

WHEREAS, under the Contract, in addition to being responsible for the installation costs of all equipment necessary to operate the DAS, AT&T is also responsible for all electrical power and other utilities that are consumed and/or required for the DAS;

WHEREAS, AEG is now the customer of record with Hawaiian Electric Company, Inc. ("HECO") for electrical service at the Hawai'i Convention Center, HTA has directed AT&T to obtain electrical service to operate the DAS from AEG; and

WHEREAS, AEG is willing to provide electrical service to AT&T for its operation of the DAS within the Hawai'i Convention Center.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties hereto agree as follows:

**1. Provision of Electricity to AT&T's Radio Equipment Room.**

AT&T will be responsible for paying all utilities charges for electricity, telephone service or any other utility service used or consumed by AT&T for the DAS at the Hawai'i Convention Center. AT&T will have the right, at its own cost and expense, to utilize AEG's electricity to operate the radio equipment located in the area authorized by HTA and as set forth in Exhibit A attached hereto and incorporated herein by reference (the "Radio Equipment Room").

AT&T shall, at its sole cost and expense, install a submeter to measure the electricity utilized at the Radio Equipment Room. In consideration of AEG allowing AT&T to utilize the electricity, commencing on the effective date of this Agreement, AT&T agrees to pay to AEG in advance ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) monthly for AT&T's estimated electrical power usage for such month. AEG shall be responsible to read the electric submeter and invoice AT&T quarterly on forms provided by AT&T for the difference between the

actual electric usage and the estimated amount. AEG agrees that it will not include a markup on the electricity charges. AEG shall send such forms/invoice to such address and/or agent designated by AT&T. AT&T will remit payment within forty-five (45) days of receipt of the usage data and required forms. If AEG fails to invoice AT&T on a timely basis, AT&T shall be liable to AEG only for up to a maximum of 12 months of back electric bills. To the extent that other wireless carriers contract with AT&T to utilize the DAS, AEG and AT&T agree to review the estimated electricity usage to determine whether the monthly estimated electricity charge should be adjusted to reflect a higher electricity usage.

**2. AT&T's Use of Electricity for its Remote Antenna Nodes.** In addition to providing electricity to AT&T Radio Equipment Room, AEG agrees to allow AT&T to connect its remote antenna nodes to electrical outlets within the Hawai'i Convention Center. A layout of the location of its remote antenna nodes within the Hawai'i Convention Center is attached hereto as **Exhibit B** and incorporated herein by reference. AT&T agrees to conduct an electrical usage study of its electrical requirements for the remote antenna nodes periodically. It is anticipated that such study will be completed once every three to five years, or promptly after any significant revision to the remote antenna notes. Upon completion of such electrical usage study, AT&T agrees to pay to AEG, in addition to the electricity charges payable in Paragraph 1 above for the Radio Equipment Room, an amount that represents the estimated electrical charge for the electrical usage per month attributable to the remote antenna nodes (the "Remote Node Charge") for a single wireless carrier (Le. AT&T). AT&T and AEG agree to amend this Agreement to add an exhibit that reflects the monthly Remote Node Charge. To the extent that other wireless carriers elect to contract with AT&T to utilize the DAS for their respective operations, AT&T and AEG further agree to amend this Agreement to modify the Remote Node Charge by way of a separate exhibit to reflect the higher electrical usage per month for each additional wireless carrier added.

For every six month period during the Term, AEG reserves the right to evaluate (a) the overall electricity usage attributable to the remote antenna nodes and (b) the base electricity cost per kilowatt hour ("kwh") that AEG is charged by HECO. In the event that the actual overall electricity usage per wireless carrier is determined to have increased to more than that what was previously estimated in establishing the flat rate per month electricity usage charge, the parties agree that AEG shall have the right to adjust the monthly electricity charge accordingly. In addition, should the base electricity cost per kwh increase or decrease by more than ten percent (10%) of the base electricity rate that was in effect on the effective date of this Agreement, then AEG shall adjust the electricity charges payable under this Paragraph 2 accordingly. For purposes of this Agreement, the parties agree that the base electricity rate that was in effect on the effective date of this Agreement was \$.34/kwh. Thus, as an example, if following the initial six-month period, the base electricity rate increases to \$.36/kwh, no adjustment to the electricity charges payable to AEG will be made at that time since the base electricity rate would have only increased by 5.88%. However, if during the second six-month period, the electricity rate increases to \$.38/kwh, AEG will be able to adjust the electricity charges since the overall increase in the base electricity rate would be 11.76%.

**3. Prior Notice of Any Planned Disruption of Electrical Service.**  
AEG acknowledges that AT&T provides a communication service which requires electrical power to operate and which must be operational at all times, 24 hours per day, seven days a

week. AEG agrees to give AT&T at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. If the interruption is for an extended period of time, in AT&T's reasonable determination, AEG agrees to allow AT&T the right to bring in a temporary source of power for the duration of the interruption at AT&T's sole cost and expense; provided, however, that the installation and utilization of such temporary source of power shall be subject to the prior written approval from AEG, which approval shall not be unreasonably withheld. If such approval is granted, AT&T shall comply with any terms or conditions imposed by AEG relative to the use of such temporary source of power. The electricity charges (including the Remote Node Charge) assessed by AEG pursuant to Paragraph 2 above shall be prorated and adjusted accordingly to reflect the reduction in electricity usage due to such interruption. AEG will not be responsible for interference with, interruption of or failure, beyond the reasonable control of AEG, of such electrical services to be furnished or supplied by AEG.

**4. Remote Node Charge.** Currently, AT&T is the sole wireless carrier utilizing the DAS at the Hawai'i Convention Center. Based on the results of the electrical usage study, AT&T agrees to pay to COMPANY, in addition to the Equipment Room Charges pursuant to Paragraph 1 of Exhibit A, the sum of \$1,493.28 payable in advance as the Remote Node Charge. A breakdown of how the Remote Node Charge is calculated is noted below and incorporated herein by reference.

IDF	Remote	Power (W)	Total in Room (W)
Tunnel	T 1A	305	305
Head End	HE 1A	305	610
Head End	HE 2A	305	
MDF	MDF.1A	305	305
226	226.1A	305	915
226	226.2A	305	
226	226.3A	305	
264	264.2A	305	915
264	264.3A	305	
264	264.1A	305	
Electrical Storage	SEP.1A	305	305
Storage	SWP.1A	305	305
Mechanical	NEP.1A	305	305
Pantry	NWP.1A	305	305
310 Theater	310.1A	305	305
334	334.1A	305	305
335	335.1A	305	305



IDF	Remote	Power (W)	Total in Room (W)
339	339.1A	305	305
346	346.1A	305	610
346	346.2A	305	
409	409.1A	305	305
4 Catwalk	4C.1A	305	305

**Grand Total 6710**

**Grand Total Less head End 6100**

**AT&T will calculate the usage by the remotes not located in the head end room because the remotes in the head end room are measured by the AT&T power panel.**

**Calculations: 6.1 kW x 24 hours x \$.34 kWh x 30 days= \$1,493.28 per month.**

**5. Term.** The Term of this Agreement shall commence on as of the Effective Date and shall terminate on December 31, 2014.

**6. Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by AEG and AT&T. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

**7. Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective permitted successors and assigns. The Agreement may not be assigned by either party upon thirty (30) days prior written notice to the other party. Notwithstanding any other term or provision of this Agreement, it is expressly understood and agreed that AEG shall have the right to designate another entity, including, without limitation, one of its affiliated or related entities, the State of Hawai'i, or HTA, to manage, direct and control the Services to be provided by Contractor hereunder, and Contractor agrees to fully cooperate with and comply with all directives and directions of any such other entity.

**8. Limitation of Liability.** AT&T and AEG each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

**9. Indemnification.** AT&T agrees to indemnify, defend and forever save and hold harmless AEG, Anschutz Entertainment Group, Inc., HTA, the State, its affiliates or related entities, and their respective principals, owners, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors and volunteers (sometimes collectively referred to herein as the "AEG Indemnitees" and individually as an "AEG Indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the AEG Indemnitees may suffer or incur arising directly or

indirectly out of or in connection with AT&T's (i) installation and/or operation of the DAS; (ii) occupancy or use of the Radio Equipment Room at HCC or (iii) any act or omission of AT&T, including its employees, officers, agents or subcontractors. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

10. **Insurance.** Without in any way limiting or altering the indemnification requirements of AT&T under or pursuant to this Agreement, AT&T shall, at its sole expense, procure and at all times maintain during the term of this Agreement all of the following insurance:

- (a) AT&T agrees, at its sole expense, to procure and maintain during the Term of this Agreement: (i) Commercial General Liability insurance, on an occurrence form, including blanket contractual liability, products and completed operations coverage, fire legal liability coverage, personal & advertising injury coverage (including but not limited to libel, slander, defamation of character, and discrimination) for the mutual benefit of AT&T, AEG and their contractors, successors and assigns, against claims for personal injury, death or property damage in or about the Areas in the amount of \$1,000,000 per occurrence, \$5,000,000 in the aggregate, (ii) Commercial Automobile Liability insurance, on an occurrence basis covering all owned, non-owned, hired & leased vehicles with a limit of \$1 million per occurrence covering bodily injury and property damage; and (iii) following form Umbrella or Excess Liability coverage with a limit of \$4,000,000 per occurrence and in the aggregate in excess of \$1,000,000. AT&T may use any combination of primary and excess to meet required total limits.
- (b) The required liability insurance policies set forth in (a) above shall include as Additional Insureds each of the AEG Indemnitees (as set forth in Section 5 above), their respective affiliates, lenders and contractors, as well as each of their respective officers, directors, partners, members, employees, agents, representatives, successors and assigns. AEG Indemnitees' additional insured status shall (i) be limited to bodily injury, property damage, personal and advertising injury and Products Completed Operations caused, in whole or in part, by AT&T, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of AEG Indemnitees, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of AEG Indemnitees, its employees, agents or independent contractors; and, (iii) not exceed AT&T's indemnification obligation under this Agreement, if any. All such insurance shall be primary and non-contributing to insurance maintained by AEG.
- (c) AT&T agrees, at its sole expense, to procure and maintain during the term of this Agreement, Workers Compensation insurance in accordance with statutory limits and Employers Liability at a limit of \$1 million per accident, \$1 million per disease, per employee and \$1 million per disease, policy limits covering all employees of AT&T, which shall be evidenced on the certificate of insurance required to be provided in accordance with Section 10(f & g) below. Such insurance shall include a waiver of subrogation in favor of AEG.
- (d) To the extent applicable, AT&T shall be at sole risk of loss or damage on all of AT&T's personal property, trade fixtures, and AT&T's owned alterations, utility installations and third party property damage. AT&T shall provide AEG with written certificate of insurance as evidence that such insurance is in force and

- shall cause its insurers to a waiver of subrogation in favor of AEG.
- (e) AEG makes no representation that the limits or terms of coverage of insurance specified herein are adequate to cover AT&T's property, business operations or obligations under this Agreement.
  - (f) The insurance shall provide for coverage from commencement of work or occupancy of the premises. There will be no charge to AEG for such coverage and a certificate of insurance evidencing such coverage shall be furnished to AEG. Said insurance shall not restrict or limit the coverage of the additional insureds. If AT&T fails to provide AEG with the required certificate of insurance at least five (5) business days prior to the commencement of work or occupancy of premises, AEG may, in its sole and absolute judgment, either (i) acquire, at AT&T's expense, such insurance as AEG determines in its sole judgment to be necessary in order to protect the AEG Indemnitees from any of the matters to be covered under subparagraph (a) above, or (ii) treat such failure as a default by AT&T and terminate the Agreement. AT&T shall provide at least 30 days' advanced written notice of cancellation of any required coverage that is not replaced.
  - (g) All insurance shall be effected by valid and enforceable policies issued by insurers of responsibility, eligible to do business in the Hawaii, such responsibility and the insuring agreements to meet with the reasonable approval of AEG. An insurer with a current A.M. Best rating of at least A minus VI or better shall be deemed to be acceptable. Receipt by AEG of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of this Agreement must be in writing signed by the parties.
  - (h) AT&T shall require and verify that all its subcontractors while working hereunder maintain insurance meeting all the requirements as broad as stated herein and that they name AT&T and the AEG Indemnitees as Additional Insureds.
  - (i) Notwithstanding the forgoing, AT&T may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event AT&T elects to self-insure its obligation under this Agreement to include AEG Indemnitees as an additional insured, the following conditions apply: (i) AEG shall notify AT&T with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide AT&T with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) AEG Indemnitees shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of AT&T; and (iii) AEG Indemnitees shall reasonably cooperate (at AT&T's expense) with AT&T in the defense of the claim, demand, lawsuit, or the like.

11. **Liens.** AT&T shall be responsible for the satisfaction or payment of any liens for any provider of, among other things, work, labor, material or services claiming by, through or under AT&T. AT&T shall also indemnify, hold harmless and defend the AEG Indemnitees against any such liens, including attorneys' fees and costs. AT&T shall not cause, suffer or

authorize any lien, claim, or other encumbrance to be filed against the Facility or underlying property in connection with AT&T's Services or the exercise of any right or privilege of AT&T under this Agreement. If AEG notifies AT&T that such a lien has been filed against HCC or underlying property by AT&T or any contractor performing work at HCC at AT&T's request, then AT&T shall promptly have the lien bonded or removed and released of record at AT&T's sole cost and expense, no later than ten (10) days after notice thereof.

**12. Intellectual Property.** AT&T agrees that (i) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights of AEG, HTA, or their affiliates' intellectual property rights or to HCC or any of the events taking place at the HCC (the "Trademarks"), (ii) ownership of all such Trademarks shall remain the property of AEG, HTA, their affiliates, or the Trademark owner, as the case may be, and (iii) AT&T will not use any Trademarks under any circumstances without the prior written consent of AEG or Trademark owner, which consent AEG or Trademark owner may withhold in its sole and absolute discretion.

**13. Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

**14. Governing Law.** This Agreement will be governed by the laws of the State of Hawaii.

**15. Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

**16. Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

**17. Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.