



Agenda Item Details

Meeting	Jan 11, 2016 - Regular Meeting
Category	7. Consent Agenda
Subject	7.11 Renewal of ITB 15-10 Internet Services, presented by Vince Windham, Program Director, Purchasing, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	21,408.00
Budgeted	Yes
Budget Source	General Funds
Recommended Action	Motion to approve the renewal of the award for ITB 15-10 Internet Services to Cox Communications Gulf Coast, LLC to provide internet service district wide.

Public Content

Request approval to renew the award of ITB 15-10 Internet Service to Cox Communications Gulf Coast, LLC in the amount of \$21,408 to provide internet services district wide. This amount is based on a 12-month contract period before E-Rate is applied. The contract will be effective July 1, 2016 through June 30, 2017. Funding will be paid from general funds. Copies of the renewal confirmation and original tabulation are attached.

For additional information, please contact Eric Mitchell, Director of MIS & IT at (850) 689-7184.

[Renewal ITB-15-10.pdf \(1,303 KB\)](#)

Administrative Content

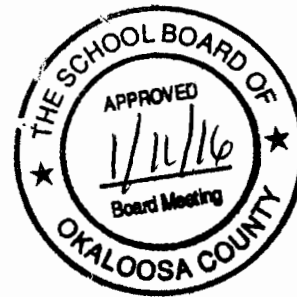
Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items have been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

Motion to approve the Consent Agenda and all of the Consent Agenda items as recommended by the Superintendent

Motion by Rodney Walker, second by Dewey Destin.
Final Resolution: Motion Carries

Yes: Dewey Destin, Cathy Thigpen, Melissa Thrush, Rodney Walker, Lamar White





OKALOOSA COUNTY SCHOOL BOARD

APPROVED

JAN 11 2016

EXHIBIT 16-2

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Final Resolution: Motion Carries

Yes: Dewey Destin, Cathy Thigpen, Melissa Thrush, Rodney Walker, Lamar White



Customer Information		Authorized Customer Representative Information	
Legal Company Name:	OCSD - Central Admin	Full Name:	Dustin Keith
Street Address:	202 HIGHWAY 85 N	Billing Contact:	850-689-7151
City/State/Zip:	Niceville, Florida 32578	Fax:	
Billing Address:		Contact Number:	(850) 689-7151
City/State/Zip:		Email Address:	KeithD@mail.okaloosa.k12.fl.us
Cox Account #:	135-0105385-02		

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://www2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://www2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://www2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BATTERY BACKUP PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms,

Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://www2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

TABULATION AND RECOMMENDATION FOR ITB 15-10 INTERNET SERVICES

PRICING - INTERNET ACCESS: Primary Location - Central Administration Complex, Niceville, FL

Bandwidth Speed	Cox Communications Gulf Coast, LLC		Southerm Light, LLC.			
	Monthly Cost	One Time Charge	Monthly Cost	One Time Charge	Monthly Cost	One Time Charge
50 Mbps	\$ 363.00	No Charge	\$ 730.00	No Charge		
75 Mbps	\$ 457.00	No Charge	\$ 760.00	No Charge		
100 Mbps	\$ 550.00	No Charge	\$ 790.00	No Charge		
125 Mbps	\$ 610.00	No Charge	\$ 825.00	No Charge		
150 Mbps	\$ 671.00	No Charge	\$ 855.00	No Charge		
175 Mbps	\$ 731.00	No Charge	\$ 890.00	No Charge		
200 Mbps	\$ 791.00	No Charge	\$ 925.00	No Charge		
250 Mbps	\$ 878.00	No Charge	\$ 1,070.00	No Charge		
300 Mbps	\$ 965.00	No Charge	\$ 1,175.00	No Charge		
350 Mbps	\$ 1,054.00	No Charge	\$ 1,225.00	No Charge		
400 Mbps	\$ 1,142.00	No Charge	\$ 1,280.00	No Charge		
450 Mbps	\$ 1,221.00	No Charge	\$ 1,395.00	No Charge		
500 Mbps	\$ 1,300.00	No Charge	\$ 1,510.00	No Charge		
550 Mbps	\$ 1,347.00	No Charge	\$ 1,630.00	No Charge		
600 Mbps	\$ 1,394.00	No Charge	\$ 1,755.00	No Charge		
650 Mbps	\$ 1,435.00	No Charge	\$ 1,865.00	No Charge		
700 Mbps	\$ 1,476.00	No Charge	\$ 1,980.00	No Charge		
750 Mbps	\$ 1,523.00	No Charge	\$ 2,075.00	No Charge		
800 Mbps	\$ 1,570.00	No Charge	\$ 2,175.00	No Charge		
850 Mbps	\$ 1,608.00	No Charge	\$ 2,260.00	No Charge		
900 Mbps	\$ 1,646.00	No Charge	\$ 2,345.00	No Charge		
950 Mbps	\$ 1,715.00	No Charge	\$ 2,470.00	No Charge		
1 Gbps	\$ 1,784.00	No Charge	\$ 2,600.00	No Charge		
1.5 Gbps	\$ 2,340.00	No Charge	\$ 3,310.00	No Charge		
2 Gbps	\$ 2,600.00	No Charge	\$ 3,900.00	No Charge		

TABULATION AND RECOMMENDATION FOR ITB 15-10 INTERNET SERVICES

PRICING - INTERNET ACCESS: Secondary Optional Location - Carver-Hill Administration Complex, Crestview, FL

Bandwidth Speed	Cox Communications Gulf Coast, LLC		Southern Light, LLC.			
	Monthly Cost	One Time Charge	Monthly Cost	One Time Charge	Monthly Cost	One Time Charge
50 Mbps	\$ 363.00	No Charge	\$ 730.00	No Charge		
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2 Gbps	\$ 2,600.00	No Charge	\$ 3,900.00	No Charge		

TABULATION AND RECOMMENDATION FOR ITB 15-10 INTERNET SERVICES

PRICING - INTERNET ACCESS: Secondary Optional Location - Bay Area Office, Ft Walton Beach, FL

Bandwidth Speed	Cox Communications Gulf Coast, LLC		Southern Light, LLC.			
	Monthly Cost	One Time Charge	Monthly Cost	One Time Charge	Monthly Cost	One Time Charge
50 Mbps	\$ 363.00	No Charge	\$ 730.00	No Charge		
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TABULATION AND RECOMMENDATION FOR ITB 15-10 INTERNET SERVICES

BIDDER REQUIREMENTS:		<i>Cox Communications Gulf Coast, LLC</i>	<i>Southern Light, LLC.</i>	
Signed Bidders Acknowledgment?	Yes	Yes		
Signed Addendums?	Yes	Yes		
Signed Debarment/Drug Free Form?	Yes	Yes		
Vendor Meets Stated Qualifications? (Page #16 of ITB)	Yes	Yes		

PRICE SHEET NOTES:

Southern Light, LLC.: See Appendix (Tab 8 of Bid Proposal)

BIDDERS WHO BID "NO BID":

None

NON-RESPONSIVE BIDDERS:

None

RECOMMENDATION FOR AWARD:

COMMITTEE:

Eric Mitchell, Director MIS

Dustin Keith, Specialist Seat Management

Duscha Ross, Pgm Dir Information Sys

Committee Recommendation:

Committee recommends award to the lowest responsible and responsive bidder **Cox Communications Gulf Coast, LLC.** in the amount of **\$21,408.00** (based on a 12 month contract period before E-Rate is applied). The Committee recommends a 1Gbps award for the Central Administrative Complex in Niceville. Additional sites are not awarded at this time but may be in the future to the recommended bidder. Future bandwidth upgrades will be priced as stated as long as the contract is in force. The initial contract term is one year with the option for up to four additional years at the same terms and conditions. Services agreed upon above shall begin on July 1st, 2015.

FUNDING

<u>FUND</u>	<u>FUNCTION</u>	<u>OBJECT</u>	<u>CTR</u>	<u>PROJECT</u>	<u>TOTAL</u>
1010	7900	0376	9050		\$21,408.00

"Failure to file a protest within the time prescribed in Florida Statutes 120.57, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

POSTED: 1/28/2015 2:45 PM CT