

### Agenda Item Details

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Meeting	Feb 13, 2017 - Regular Meeting
Category	7. Consent Agenda
Subject	7.13 Renewal of RFB 13-B02 Session Initiated Protocol (SIP) Trunk & Transport, presented by Vince Windham, Program Director, Purchasing, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	18,720.00
Budgeted	Yes
Budget Source	General Funds
Recommended Action	Motion to approve the award of RFB 13-B02 Session Initiated Protocol (SIP) Trunk & Transport.

### Public Content

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Request approval to renew the award of RFB 13-B02 Session Initiated Protocol (SIP) Trunk & Transport in the amount of \$18,720.00, based on a 12 month contract of \$1,560.00 per month. The vendor is Cox Communications Gulf Coast, LLC. The funds will be paid from General Funds and the contract is effective July 1, 2017 through June 30, 2018. Copies of the renewal confirmation letter and the original tabulation are attached.

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

[RFB 13-B02 Renewal.pdf \(341 KB\)](#)

### Administrative Content

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*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

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

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

Yes: Tim Bryant, Dewey Destin, Melissa Thrush, Rodney Walker, Lamar White



# SCHOOL DISTRICT OF OKALOOSA COUNTY

SUPERINTENDENT OF SCHOOLS  
MARY BETH JACKSON

ATTORNEY TO THE BOARD  
C. JEFFREY McINNIS, Esq.



BOARD MEMBERS  
DEWEY DESTIN  
CATHY THIGPEN  
MELISSA THRUSH  
RODNEY L. WALKER  
LAMAR WHITE

January 4, 2017

Cox Business  
Attn: Carol Knight  
3405 McLemore Drive  
Pensacola, FL 32514

Ms. Knight:

On February 11, 2013 the School Board of Okaloosa County, Florida approved the award of RFB 13-B02 Session Initiated Protocol (SIP) Trunk & Transport. The original award was for the period of July 1, 2013 through June 30, 2014.

Bid terms stated that the contract may be extended by mutual agreement of both parties for four (4) additional one (1) year periods. A third renewal was approved by the School Board on April 11, 2016 for the term effective July 1, 2016 through June 30, 2017. We would like to request that this bid be renewed for an additional term effective July 1, 2017 through June 30, 2018.

Please check one of the responses below indicating your decision regarding this request. Sign and return this letter, along with a completed copy of the enclosed Federal Debarment Certification, no later than Friday, January 6, 2017. To expedite, feel free to email your response to shanna.duncan@mail.okaloosa.k12.fl.us, or fax to 850-833-6327.

Please fax a current Certificate of Insurance form for your business to the Risk Management Department at 850-833-3195. All contractors must continue to comply with the insurance requirements as provided in the original bid documents. If your Certificate of Insurance is current, or was not a requirement in the original bid documents, please disregard.

Thank you for your consideration. We look forward to doing business with you for another year.

Sincerely,

A handwritten signature in black ink, appearing to read "Vince Windham", written over a horizontal line.

Vince Windham,  
Program Director of Purchasing

I agree to renew the bid, adhering to original terms and conditions, including pricing for an additional one-year period through June 30, 2018.

I decline to renew the bid for an additional one-year period.

Signature: A handwritten signature in black ink, appearing to read "Jonathan B. Tucker", written over a horizontal line.

Title: Director of Sales

Date: 1/23/17

Please print name

\*Note: Must be signed by an officer or employee having the authority to bind the company or firm.

ADMINISTRATION COMPLEX-120 LOWERY PLACE S.E.-FORT WALTON BEACH, FLORIDA 32548  
TELEPHONE (850) 833-3100 FAX (850) 833-3436

CARVER HILL ADMINISTRATION COMPLEX-461 W. SCHOOL AVENUE-CRESTVIEW, FLORIDA 32536  
TELEPHONE (850) 689-7300 FAX (850) 689-7121



**Commercial Services Agreement**  
1/20/2017

Cox Account Rep:	Carol Knight	Cox System Address:	
Phone Number:	850-393-5478		3405 McLeamore Drive
Fax Number:	877-873-7044		Pensacola, FL 32514

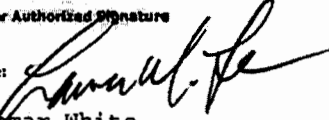
Legal Company Name:	OCSO - CENTRAL ADMIN FACILITY - SIP	Full Name:	Eric Mitchell
Street Address:	202 HIGHWAY 85 N #A	Billing Contact:	850.897.8133
City/State/Zip:	Milceville, Florida 32578	Fax:	
Billing Address:		Contact Number:	850.689.7184
City/State/Zip:		Email Address:	
Cox Account #:	135-0090368-03		
Merge Bill:	No		

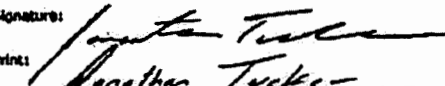
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
20Mb SIP Trunk Group Port	1	1	\$0.00	12	\$0.00	
Avaya IP Office - B2BLA	1	1	\$0.00	M-M	\$0.00	
SIP Voice Path - 2 Way	120	120	\$11.25	12	\$1,350.00	
Access Recovery Fee - SIP Trunking	120	120	\$0.31	12	\$37.20	
Network Interface Fee - Multi-Line	120	120	\$1.44	M-M	\$172.80	
Cox Business Min/Unit Pack 50,000	1	1	\$0.00	12	\$0.00	
DID 100 Number Block-Per Block	1	1	\$0.00	12	\$0.00	
DID 20 Number Block - Initial	2	2	\$0.00	12	\$0.00	
Totals:					\$1,560.00	\$0.00

Description	Quantity	Unit Price	Total Fee
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This agreement is the Renewal award for Bid for RFB13-802. The agreement is the final renewal effective July 1, 2017 through June 30, 2018, per mutual agreement of the parties at the same terms and conditions. The rate to be charged by Cox during extension or renewal period shall be those as contained in its response to RFB 13-802. All terms and conditions and requirements as contained in the Okaloosa County School Board RFB 13-802 Session Initiated Protocol (SIP) Trunk and Transportation and the Cox response to the RFB as incorporated into this Agreement by Reference. In the Event of a conflict between the RFB and the Cox response and this printed Agreement, the Terms of the RFB and the Cox Response shall prevail. The Rates and other charges set forth herein are not subject to any change or adjustment during the term of the Agreement. All References to termination fees or charges in the Agreement are hereby deleted.

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox Terms, Service Guides, State and Federal regulations, the General Terms located at <http://www2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox/Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. To review Cox's Internet Service Disclosures, please visit [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures).

Customer Authorized Signature  
Signature:   
Print: Lamar White  
Title Position: School Board Chairman  
Date: 2/13/2017

Cox Communications Gulf Coast, LLC; Cox Florida Telecom, LP  
Signature:   
Print: Jonathan Tucker  
Title Position: Director of Sales  
Date: 1/23/17

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 BACKUP BATTERY 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 RFB 13-B02 SESSION INITIATED PROTOCOL (SIP) TRUNK TRANSPORT

Item Description	Qty	Cox Florida Telecom, LP	
Non-Recuring Costs for Installation, Configuration & Hardware for 1ea SIP Trunk		\$0.00	
Recurring Monthly Cost for 1ea SIP Trunk		\$13.00	
Rate per line for Long Distance:		\$0 cost and 400 minutes per trunk included	
Included Itemized List of Standard & Optional Features & Services?		Included - See Attached	
Included Description of Proposed Connection, Connection Handoff and Technical Detail?		Included - See Attached	
Meets E-Rate Requirements? Include SPIN Number		Spin Number - 143002897	

**BIDDERS WHO BID "NO BID":** NONE  
**NON-RESPONSIVE BIDDERS:** NONE

**RECOMMENDATION FOR AWARD:**

Committee: Eric Mitchell - Seat Management      Bill Hagan - Information Systems  
Ryan Gore - Pgm Mgr - Information Sys

Committee recommends award to the lowest responsible and responsive bidder Cox Florida Telecom, LP per the pricing for services listed above on an as need basis.

**FUNDING**

Fund	Function	Object	Center	Project
1010	7900	0376	9050	

\*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.\*

1/22/13 12:10PM CT