

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/29/2021

Contract/Lease Control #: C17-2604-IT

Procurement#: RFB IT 68-17

Contract/Lease Type: AGREEMENT

Award To/Lessee: COX COMMUNICATIONS GULF COAST, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/07/2017

Expiration Date: 08/06/2022

Description of: PRI FOR INBOUND/OUTBOUND PHONE LINES

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

Monitor's FAX # or E-mail: DSAMBENEDETTO@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C17-3604-IT Tracking Number: 4384-21  
Procurement/Contractor/Lessee Name: Cox Grant Funded: YES \_\_\_ NO X  
Purpose: renewal  
Date/Term: 8-6-2022  
Department #: 0114  
Account #: 541010  
Amount: 44,000.00  
Department: IT Dept. Monitor Name: Sambenedetto

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
White Man Date: 7-27-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: NO redraibg Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**

Approved as written: NO insurance elment Date: \_\_\_\_\_  
\_\_\_\_\_ Lisa Price  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attach Date: 7-29-21  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Kerry Parsons  
**Sent:** Thursday, July 29, 2021 11:32 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** Re: PRI Contract C17-2604-IT Renewal

This is approved for legal purposes.

Kerry A. Parsons  
Chief Assistant County Attorney  
Okaloosa County, Florida

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**From:** DeRita Mason  
**Sent:** Tuesday, July 27, 2021 3:45:24 PM  
**To:** Kerry Parsons  
**Cc:** Lynn Hoshihara; Lisa Price  
**Subject:** FW: PRI Contract C17-2604-IT Renewal

Good afternoon,  
Please review and approve the attached.  
Lisa, I am not sure it actually has a risk element, but I wanted to send it just in case.  
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

## DeRita Mason

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**From:** Lisa Price  
**Sent:** Wednesday, July 28, 2021 10:22 AM  
**To:** DeRita Mason  
**Subject:** RE: PRI Contract C17-2604-IT Renewal

No insurance element.

Lisa Price  
Risk Management  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



"We are forever indebted to those who have given their lives that we might be free."  
Ronald Reagan

For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, July 27, 2021 3:45 PM  
**To:** Kerry Parsons <[kparsons@myokaloosa.com](mailto:kparsons@myokaloosa.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: PRI Contract C17-2604-IT Renewal

Good afternoon,  
Please review and approve the attached.  
Lisa, I am not sure it actually has a risk element, but I wanted to send it just in case.





**Commercial Services Agreement**  
07/27/2021

<b>Cox Account Rep:</b>	Carol Knight	<b>Cox System Address</b>
<b>Phone Number:</b>	850-393-5478	99 Eglin Pkwy NE Suites 21 & 22 Fort Walton Beach, FL 32548
<b>Fax Number:</b>		

Customer Information		Authorized Customer Representative Information	
<b>Legal Company Name:</b>	OKALOOSA COUNTY	<b>Full Name:</b>	Robert Card
<b>Street Address:</b>	1250 Miracle Strip Pkwy SE	<b>Billing Telephone:</b>	(850) 689-5048
<b>City/State/Zip:</b>	Fort Walton Beach, FL 32548	<b>Fax:</b>	
<b>Billing Address:</b>	Bills to master account 82504-03	<b>Contact Number:</b>	(850) 689-5046
<b>City/State/Zip:</b>	Crestview, FL 32536	<b>Email:</b>	rcard@co.okaloosa.fl.us
<b>Cox Account #:</b>	135-19447801		

Service Description	Quantity	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
<b>PRI Trunk Group</b>	1	12	\$250.00	\$0.00
Directory Listing - Published	1	12	\$0.00	\$0.00
<b>DID Per Number Block - 100</b>	2	12	\$30.00	\$0.00
2 WAY TRUNK CHANNEL	23	12	\$0.00	\$0.00
Cox Business Minute Pack	1	12	\$0.00	\$0.00
Adtran IAD 916e	1	12	\$0.00	\$0.00
<b>Install Fees</b>				

<b>Totals:</b>	\$280.00	\$0.00
<small>The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.</small>		

**CONTRACT#: C17-2604-IT**  
**COX COMMUNICAITONS GULF COAST, LLC**  
**PRI FOR INBOUND/OUTBOUND PHONE LINES**  
**EXPIRES: 08/06/2022**

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	OKALOOSA COUNTY	Full Name:	Robert Card
Street Address:	1804 Lewis Turner Blvd	Billing Telephone:	(850) 689-5046
City/State/Zip:	Fort Walton Beach, FL 32547	Fax:	
Billing Address:	Bills to master account 82504-03	Contact Number:	(850) 689-5046
City/State/Zip:	Crestview, FL 32536	Email:	rcard@co.okaloosa.fl.us
Cox Account #:	135-16023802		

Service Description	Quantity	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
<b>PRI Trunk Group</b>	1	12	\$250.00	\$0.00
Intrastate Rate \$0.05	1	12	\$0.00	\$0.00
Interstate Rate \$0.05	1	12	\$0.00	\$0.00
Directory Listing - Published	1	12	\$0.00	\$0.00
<b>DID Per Number Block - 100</b>	2	12	\$30.00	\$0.00
2 WAY TRUNK CHANNEL	23	12	\$0.00	\$0.00
Cox Business Minute Pack	1	12	\$0.00	\$0.00
Adtran IAD 916e	1	12	\$0.00	\$0.00
<b>Install Fees</b>				

<b>Totals:</b>		\$280.00	\$0.00
<small>The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.</small>			

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	OKALOOSA COUNTY	Full Name:	Robert Card
Street Address:	1701 State Road 85 N	Billing Telephone:	(850) 651-7160
City/State/Zip:	Eglin AFB, FL 32542	Fax:	
Billing Address:	Bill to master account 82504-03	Contact Number:	(850) 689-5046
City/State/Zip:	Crestview, FL 32536	Email:	rcard@co.okaloosa.fl.us
Cox Account #:	135-10605702		

Service Description	Quantity	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
<b>PRI Trunk Group</b>	1	12	\$250.00	\$0.00
Directory Listing - Published	1	12	\$0.00	\$0.00
<b>DID Per Number Block - 100</b>	2	12	\$30.00	\$0.00
2 WAY TRUNK CHANNEL	23	12	\$0.00	\$0.00
Cox Business Minute Pack	1	12	\$0.00	\$0.00
Adtran IAD 916e	1	12	\$0.00	\$0.00
<b>Install Fees</b>				

<b>Totals:</b>		\$280.00	\$0.00
<small>The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.</small>			

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	OKALOOSA COUNTY	Full Name:	Robert Card
Street Address:	1940 Lewis Turner Blvd	Billing Telephone:	(850) 689-5046
City/State/Zip:	Fort Walton Beach, FL 32547	Fax:	
Billing Address:	Bills to master account 82504-03	Contact Number:	(850) 689-5046
City/State/Zip:	Crestview, FL 32536	Email:	rcard@co.okaloosa.fl.us
Cox Account #:	135-19447901		

Service Description	Quantity	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
<b>PRI Trunk Group</b>	1	12	\$250.00	\$0.00
Directory Listing - Published	1	12	\$0.00	\$0.00
<b>DID Per Number Block - 100</b>	2	12	\$30.00	\$0.00
2 WAY TRUNK CHANNEL	23	12	\$0.00	\$0.00
Cox Business Minute Pack	1	12	\$0.00	\$0.00
Adtran IAD 916e	1	12	\$0.00	\$0.00
<b>Install Fees</b>				

<b>Totals:</b>		\$280.00	\$0.00
<small>The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.</small>			



Customer Information		Authorized Customer Representative Information	
Legal Company Name:	OKALOOSA COUNTY	Full Name:	Robert Card
Street Address:	100 College Blvd E BLDG EOC	Billing Telephone:	(850) 689-5048
City/State/Zip:	Niceville, FL 32578	Fax:	
Billing Address:	Bill to master account 82504- 03	Contact Number:	(850) 689-5046
City/State/Zip:	Crestview, FL 32536	Email:	rcard@co.okaloosa.fl.us
Cox Account #:	135-19468603		

Service Description	Quantity	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
<b>PRI Trunk Group</b>	1	12	\$250.00	\$0.00
Intrastate Rate \$0.05	1	12	\$0.00	\$0.00
Interstate Rate \$0.05	1	12	\$0.00	\$0.00
Directory Listing - Published	1	12	\$0.00	\$0.00
<b>DID Per Number Block - 100</b>	2	12	\$30.00	\$0.00
2 WAY TRUNK CHANNEL	23	12	\$0.00	\$0.00
Cox Business Minute Pack	1	12	\$0.00	\$0.00
Adtran IAD 916e	1	12	\$0.00	\$0.00
<b>Install Fees</b>				

<b>Totals:</b>		\$280.00	\$0.00
<small>The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.</small>			

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	OKALOOSA COUNTY	Full Name:	Robert Card
Street Address:	101 E James Lee Blvd	Billing Telephone:	(850) 689-5046
City/State/Zip:	Crestview, FL 32536	Fax:	
Billing Address:	Bill to master 82504-03	Contact Number:	(850) 689-5046
City/State/Zip:	Crestview, FL 32536	Email:	rcard@co.okaloosa.fl.us
Cox Account #:	135-11509003		

Service Description	Quantity	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
<b>PRI Trunk Group</b>	1	12	\$250.00	\$0.00
Cox 2xT1 over HFC PS	1	12	\$0.00	\$0.00
Intrastate Rate \$0.05	1	12	\$0.00	\$0.00
Interstate Rate \$0.05	1	12	\$0.00	\$0.00
Directory Listing-Non Published	1	12	\$0.00	\$0.00
<b>DID Per Number Block - 100</b>	2	12	\$30.00	\$0.00
2 WAY TRUNK CHANNEL	23	12	\$0.00	\$0.00
Cox Business Minute Pack	1	12	\$0.00	\$0.00
Adtran IAD 916e	1	12	\$0.00	\$0.00
<b>Install Fees</b>				

<b>Totals:</b>		\$280.00	\$0.00
<small>The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.</small>			

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	OKALOOSA COUNTY	Full Name:	Robert Card
Street Address:	50 2nd St	Billing Telephone:	(850) 689-5046
City/State/Zip:	Shalimar, FL 32579	Fax:	
Billing Address:	Bill to master account 82504-03	Contact Number:	(850) 689-5046
City/State/Zip:	Crestview, FL 32536	Email:	rcard@co.okaloosa.fl.us
Cox Account #:	135-17968201		

Service Description	Quantity	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
<b>PRI Trunk Group</b>	1	12	\$250.00	\$0.00
Cox SIP Trunking over HFC	1	12	\$0.00	\$0.00
National 911 per DID	118	12	\$17.70	\$0.00
2 WAY TRUNK CHANNEL	23	12	\$0.00	\$0.00
Custom Long Distance Plan	1	12	\$0.00	\$0.00
Custom Long Distance Plan	1	12	\$0.00	\$0.00
Directory Listing-Non Published	1	12	\$0.00	\$0.00
<b>DID Per Number Block - 100</b>	2	12	\$30.00	\$0.00
Cox IP Managed Personal Mobility	15	12	\$75.00	\$0.00
Cox Business Minute Pack	1	12	\$300.00	\$0.00
Adtran IAD 916e	1	12	\$0.00	\$0.00
<b>Install Fees</b>				

<b>Totals:</b>		\$672.70	\$0.00
<small>The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.</small>			

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	OKALOOSA COUNTY	Full Name:	Robert Card
Street Address:	302 N Wilson St	Billing Telephone:	(850) 689-5048
City/State/Zip:	Crestview, FL 32536	Fax:	
Billing Address:	Bills to Master account 82504-03	Contact Number:	(850) 689-5046
City/State/Zip:	Crestview, FL 32536	Email:	rcard@co.okaloosa.fl.us
Cox Account #:	135-19468502		

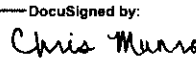
Service Description	Quantity	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
PRI Trunk Group	1	12	\$250.00	\$0.00
DID Block - 20	1	12	\$0.00	\$0.00
2 WAY TRUNK CHANNEL	23	12	\$0.00	\$0.00
Intrastate Rate \$0.05	1	12	\$0.00	\$0.00
Interstate Rate \$0.05	1	12	\$0.00	\$0.00
Directory Listing-Non Published	1	12	\$0.00	\$0.00
DID Per Number Block - 20	2	12	\$30.00	\$0.00
Cox IP Managed Personal Mobility	1	12	\$7.00	\$0.00
Cox Business Minute Pack 20000 - 3 Year	1	12	\$0.00	\$0.00
Adtran IAD 916e	1	12	\$0.00	\$0.00
<b>Install Fees</b>				

<b>Totals:</b>			\$287.00	\$0.00
<small>The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.</small>				



<b>Totals for all Accounts:</b>	<b>\$2639.70</b>	<b>\$0.00</b>
<small>The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit <a href="http://www.coxbusiness.com/taxesandfees">http://www.coxbusiness.com/taxesandfees</a> for more information.</small>		

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change from time to time. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by 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. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC, Cox Florida Telcom, LP Signature
Signature: Faye Douglas <small>Digitally signed by Faye Douglas Date: 2021.07.28 09:55:08 -05'00'</small>	Signature:  <small>DocuSigned by:</small>
Print:	Print: Chris Munro <small>011F020D8D845F...</small>
Title Position:	Title Position: Enterprise Sales Manager
Date:	Date: 7/27/2021

## EXHIBIT A

**1. 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://ww2.cox.com/business/voice/regulatory/cox>

**2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. 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.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; 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 months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) 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. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

**4. 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.

**5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also 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, if Cox Equipment is not returned to Cox after termination or disconnection of Services. Customer shall be liable for the Cox Equipment costs. 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 Services shall be subject to the AUP at <http://ww2.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.

**6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. 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.

**7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

**8. 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. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**9. 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 performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/14/2020

Contract/Lease Control #: C17-2604-IT

Procurement#: RFB IT 68-17

Contract/Lease Type: AGREEMENT

Award To/Lessee: COX COMMUNICATIONS GULF COAST, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/07/2017

Expiration Date: 08/06/2021 W/1 1 YR RENEWAL

Description of: PRI FOR INBOUND/OUTBOUND PHONE LINES

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

Monitor's FAX # or E-mail: DSAMBENEDETTO@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2021

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 1050 Crown Pointe Pkwy, Suite 600 Atlanta GA 30338	<b>CONTACT NAME:</b> Linda Smith <b>PHONE (A/C, No, Ext):</b> 678-393-5228 <b>E-MAIL ADDRESS:</b> linda_smith@ajg.com	<b>FAX (A/C, No):</b> 678-393-5240
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Cox Communications, Inc. Cox Communications Florida PO Box 105357 Atlanta GA 30348	<b>INSURER A:</b> National Union Fire Insurance Company of Pittsburg	
	<b>INSURER B:</b> AIU Insurance Company	
	<b>INSURER C:</b> New Hampshire Insurance Company	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 139949136

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR XS of \$500,000 <input checked="" type="checkbox"/> SELF INSURED RET GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	GL3980281	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 4,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 4,500,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$	
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	CA4888803 (AOS) CA4888804 (VA)	1/1/2021 1/1/2021	1/1/2022 1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
B B C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WC058240101 (AOS) WC058240102 (CA) WC058240103 (FL) WC058240104 (MA,ND,OH,WA,WI,WY)	1/1/2021 1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022 1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Cox Operation: 1032 - CC FLORIDA | Customer Services Agreement.  
 Okaloosa County BCC is Additional Insured as respects General Liability and Auto Lia conditions and exclusions. Waiver of Subrogation applies to Additional Insured on Workers Compensation and Auto policies. All coverages are provided pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

**CONTRACT#: C17-2604-IT**  
**COX COMMUNICATIONS GULF COAST, INC.**  
**PRI FOR INBOUND/OUTBOUND PHONE LINES**  
**EXPIRES: 08/06/2021 W/1 1 YR RENEWAL**

**CERTIFICATE HOLDER**

CAI

Okaloosa County BCC  
 5479A Old Bethel Road  
 Crestview FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED OR EXPIRE, THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Christopher R. Ward*

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2021 forms a part of

policy No. GL 398-02-81 issued to COXENTERPRISES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

*This endorsement modifies insurance provided under the following:*

AUTO DEALERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
LIQUOR LIABILITY COVERAGE  
FORM MOTOR CARRIER COVERAGE  
FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

### EXTENSION SCHEDULE OF NAMED INSUREDS

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

COX COMMUNICATIONS, INC.

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2021 forms a part of

policy No. CA 488-88-03 issued to COX ENTERPRISES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

*This endorsement modifies insurance provided under the following:*

AUTO DEALERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM BUSINESS AUTO  
COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM PRODUCTS-  
COMPLETED OPERATIONS LIABILITY COVERAGE FORM RAILROAD PROTECTIVE  
LIABILITY COVERAGE FORM

### EXTENSION SCHEDULE OF NAMED INSUREDS

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

COX COMMUNICATIONS, INC.

CONTRACT#: C17-2604-IT  
 COX COMMUNICATIONS GULF COAST, LLC  
 PRI FOR INBOUND/OUTBOUND PHONE LINES  
 EXPIRES: 08/06/2021 W/1 1 YR RENEWAL

C17-2604-IT



Commercial Services Agreement  
 7/14/2020

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

Customer Information		Authorized Customer Representative Information	
<b>Legal Company Name:</b>	Okaloosa County BCC - PRI	<b>Full Name:</b>	Robert Card
<b>Street Address:</b>	50 2ND ST	<b>Billing Contact:</b>	( 850) 689- 5046
<b>City/State/Zip:</b>	Shalimar, FL 32579	<b>Fax:</b>	
<b>Billing Address:</b>	please retain bill with	<b>Contact Number:</b>	850-689-5046
<b>City/State/Zip:</b>		<b>Email Address:</b>	rcard@co.okaloosa.fl.us
<b>Cox Account #:</b>	135-0083056-02, 135-0179682-01		
<b>Merge Bill</b>	No		

Taxes and Fees Not Included

**Service Address: 50 2ND ST, Shalimar, FL, 32579** Phone: ( 850) 689- 5046  
**Cox Account ID: 135-0083056-02, 135-0179682-01**

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
PRI Trunk Group	1	1	\$250.00	12	RN	\$250.00	
Cox IP Managed Trunking	1	1	\$0.00	12	RN	\$0.00	
Cox IP Managed Personal Mobility	15	15	\$5.00	12	RN	\$75.00	
DID Per Number Block - 100	1	2	\$15.00	12	RN	\$30.00	
PS/ALI Service (One-to-One)	118	118	\$0.15	12	RN	\$17.70	
2 WAY TRUNK CHANNEL	23	23	\$0.00	12	RN	\$0.00	
Cox Business Minute Pack 20000 - 1 Year		1	\$300.00	12	New	\$300.00	

Equipment Description	Quantity	Unit Price	Total Fee
<b>Totals for Okaloosa County BCC - PRI:</b>	<b>MRC:</b> \$672.70	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b> \$0.00

**Service Address: 1250 MIRACLE STRIP PKWY SE, Fort Walton Beach, FL, 32548** Phone: 8506895046  
**Cox Account ID: 135-0194478-01**

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
PRI Trunk Group	1	1	\$250.00	12	RN	\$250.00	
Cox IP Managed Trunking	1	1	\$0.00	12	RN	\$0.00	
DID Per Number Block - 100	2	2	\$15.00	12	RN	\$30.00	
PS/ALI Service (One-to-One)	20	20	\$0.00	12	RN	\$0.00	
2 WAY TRUNK CHANNEL	23	23	\$0.00	12	RN	\$0.00	
Cox Business Minute Pack 20000 - 1 Year		1	\$0.00	12	New	\$0.00	
Directory Listing - Published	1	1	\$0.00	12	RN	\$0.00	

Equipment Description	Quantity	Unit Price	Total Fee
<b>Totals for Okaloosa County BCC - PRI:</b>	<b>MRC:</b> \$280.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b> \$0.00



Service Address: 1804 LEWIS TURNER BLVD, Fort Walton Beach, FL, 32547						Phone: 850-689-5046	
Cox Account ID: 135-0160238-02							
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
PRI Trunk Group	1	1	\$250.00	12	RN	\$250.00	
Cox IP Managed Trunking	1	1	\$0.00	12	RN	\$0.00	
DID Per Number Block - 100	2	2	\$15.00	12	RN	\$30.00	
PS/ALI Service (One-to-One)	21	21	\$0.00	12	RN	\$0.00	
2 WAY TRUNK CHANNEL	23	23	\$0.00	12	RN	\$0.00	
Cox Business Minute Pack 20000 - 1 Year		1	\$0.00	12	New	\$0.00	
Directory Listing - Published	1	1	\$0.00	12	RN	\$0.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Okaloosa County BCC - PRI:</b>		<b>MRC:</b>	\$280.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00

Service Address: 1701 HIGHWAY 85 N, Eglin AFB, FL, 32542						Phone: 8506895046	
Cox Account ID: 135-0106057-02							
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
PRI Trunk Group	1	1	\$250.00	12	RN	\$250.00	
Cox IP Managed Trunking	1	1	\$0.00	12	RN	\$0.00	
DID Per Number Block - 100	2	2	\$15.00	12	RN	\$30.00	
PS/ALI Service (One-to-One)		1	\$0.00	12	New	\$0.00	
2 WAY TRUNK CHANNEL	23	23	\$0.00	12	RN	\$0.00	
Cox Business Minute Pack 20000 - 1 Year		1	\$0.00	12	New	\$0.00	
Directory Listing - Published	1	1	\$0.00	12	RN	\$0.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Okaloosa County BCC - PRI:</b>		<b>MRC:</b>	\$280.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00

Service Address: 1940 LEWIS TURNER BLVD, Fort Walton Beach, FL, 32547						Phone: 8506895046	
Cox Account ID: 135-0194479-01							
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
PRI Trunk Group	1	1	\$250.00	12	RN	\$250.00	
Cox IP Managed Trunking	1	1	\$0.00	12	RN	\$0.00	
DID Per Number Block - 100	2	2	\$15.00	12	RN	\$30.00	
PS/ALI Service (One-to-One)	21	21	\$0.00	12	RN	\$0.00	
2 WAY TRUNK CHANNEL	23	23	\$0.00	12	RN	\$0.00	
Cox Business Minute Pack 20000 - 1 Year		1	\$0.00	12	New	\$0.00	
Directory Listing - Published	1	1	\$0.00	12	RN	\$0.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Okaloosa County BCC - PRI:</b>		<b>MRC:</b>	\$280.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b>	\$0.00

Service Address: 90 COLLEGE BLVD E, Niceville, FL, 32578					Phone: 850-651-7150 Cox Account ID: 135-0151273-01, 135-0194696-03		
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
PRI Trunk Group	1	1	\$250.00	12	RN	\$250.00	
Cox IP Managed Trunking	1	1	\$0.00	12	RN	\$0.00	
DID Per Number Block - 100	2	2	\$15.00	12	RN	\$30.00	
PS/ALI Service (One-to-One)	20	20	\$0.00	12	RN	\$0.00	
2 WAY TRUNK CHANNEL	23	23	\$0.00	12	RN	\$0.00	
Cox Business Minute Pack 20000 - 1 Year		1	\$0.00	12	New	\$0.00	
Directory Listing - Published	1	1	\$0.00	12	RN	\$0.00	
<b>Equipment Description</b>		<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>	
<b>Totals for Okaloosa County BCC - PRI:</b>		<b>MRC:</b> \$280.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00	

Service Address: 101 E JAMES LEE BLVD, Crestview, FL, 32536					Phone: (850) 689-5000 ext. 3306 Cox Account ID: 135-0115090-03		
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
PRI Trunk Group	1	1	\$250.00	12	RN	\$250.00	
Cox IP Managed Trunking	1	1	\$0.00	12	RN	\$0.00	
DID Per Number Block - 100	2	2	\$15.00	12	RN	\$30.00	
PS/ALI Service (One-to-One)	254	254	\$0.00	12	RN	\$0.00	
2 WAY TRUNK CHANNEL	23	23	\$0.00	12	RN	\$0.00	
Cox Business Minute Pack 20000 - 1 Year		1	\$0.00	12	New	\$0.00	
<b>Equipment Description</b>		<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>	
<b>Totals for Okaloosa County BCC - Clerk of Court:</b>		<b>MRC:</b> \$280.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00	

Service Address: 302 N WILSON ST, CRESTVIEW, FL, 32536					Phone: ( 850) 689- 5046 Cox Account ID: 135-0132891-01, 135-0194685-02		
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
PRI Trunk Group	1	1	\$250.00	12	RN	\$250.00	
Cox IP Managed Personal Mobility	1	1	\$7.00	12	RN	\$7.00	
DID Per Number Block - 20	2	2	\$15.00	12	RN	\$30.00	
PS/ALI Service (One-to-One)		1	\$0.00	12	New	\$0.00	
2 WAY TRUNK CHANNEL	23	23	\$0.00	12	RN	\$0.00	
Cox Business Minute Pack 20000 - 1 Year		1	\$0.00	12	New	\$0.00	
<b>Equipment Description</b>		<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>	
<b>Totals for Okaloosa County BCC - PRI:</b>		<b>MRC:</b> \$287.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00	

<b>Totals for all Accounts :</b>	<b>MRC:</b> \$2,639.70	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00		
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This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. 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. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by 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. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

<b>Customer Authorized Signature</b>	<b>Cox Communications Gulf Coast, LLC; Cox Florida Telecom, LP</b>
Signature: <i>Jeffrey A Hyde</i>	DocuSigned by: Signature: <i>Chris Munro</i>
Print: <i>JEFFREY A Hyde</i>	Print: B41027582EDA4FE... <i>CHRIS MUNRO</i>
Title Position: <i>Purchasing Manager</i>	Title Position: <i>Manager</i>
Date: <i>07/14/2020</i>	Date: <i>7/14/2020</i>

## EXHIBIT A

**1. 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://ww2.cox.com/business/voice/regulatory.cox>.

**2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. 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.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; 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 months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) 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. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

**4. 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.

**5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also 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. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. 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 Services shall be subject to the AUP at <http://ww2.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.

**6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. 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.

**7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

**8. 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. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**9. 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 performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-28-2017

Contract/Lease Control #: C17-2604-IT

Bid #: RFB IT 68-17

Contract/Lease Type: AGREEMENT

Award To/Lessee: COX COMMUNICATIONS GULF COAST, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/07/2017

Expiration Date: 08/06/2020 W/2 1 YR RENEWALS

Description of Contract/Lease: PRI FOR INBOUND/OUTBOUND PHONE LINES

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

Monitor's FAX # or E-mail: DSAMBENEDETTO@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/24/2019

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 1050 Crown Pointe Pkwy, Suite 600 Atlanta GA 30338	<b>CONTACT NAME:</b> Linda Smith <b>PHONE (A/C, No, Ext):</b> 678-393-5228 <b>E-MAIL ADDRESS:</b> linda_smith@ajg.com	<b>FAX (A/C, No):</b> 678-393-5240													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Insurance Company of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER B : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER c : American Home Assurance Company</td> <td>19380</td> </tr> <tr> <td>INSURER D : Illinois National Insurance Company</td> <td>23817</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Company of Pittsburg	19445	INSURER B : New Hampshire Insurance Company	23841	INSURER c : American Home Assurance Company	19380	INSURER D : Illinois National Insurance Company	23817	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															

**INSURED**  
 Cox Communications, Inc.  
 Cox Communications Florida  
 PO Box 105357  
 Atlanta GA 30348

**COVERAGES**

CERTIFICATE NUMBER: 1378743408

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR XS of \$500,000 <input checked="" type="checkbox"/> SELF INSURED RET GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GL6862525	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 4,500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 4,500,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 4,500,000
							GENERAL AGGREGATE	\$ 30,000,000
							PRODUCTS - COMP/OP AGG	\$ 6,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CA6631131 CA6631132	1/1/2020 1/1/2020	1/1/2021 1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 10,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B C D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC020608738 WC020608739 WC020608740	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	WORK COMP/EMPLOYERS LIAB WORK COMP/EMPLOYERS LIAB			WC020608741 WC020608742	1/1/2020 1/1/2020	1/1/2021 1/1/2021	SEE ABOVE AMT SEE ABOVE AMT	OF INSURANCE OF INSURANCE

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

Re: Agreement C17-2604-IT

Okaloosa County is Additional Insured as respects General Liability, Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CONTRACT#: C17-2604-IT

COX COMMUNICATIONS, INC.

PRI FOR INBOUND/OUTBOUND PHONE LINES

EXPIRES: 08/06/2020 W/1 YR RENEWAL

CERTIFICATE HOLDER

CAN

 Okaloosa County  
 5479 Old Bethel Road  
 Crestview FL 32536
SH  
THI

ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 01/01/2020 forms a part of

policy No. GL6862525 issued to COX ENTERPRISES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM,  
BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
TRUCKERS COVERAGE FORM

**EXTENSION SCHEDULE OF NAMED INSUREDS**

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

COX COMMUNICATIONS, INC.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 01/01/2020

forms a part of policy No. CA6631131

issued to COX ENTERPRISES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM,  
BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
TRUCKERS COVERAGE FORM

**EXTENSION SCHEDULE OF NAMED INSURED**

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

COX COMMUNICATIONS, INC.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/13/2019

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

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<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 1050 Crown Pointe Pkwy, Suite 600 Atlanta GA 30338	<b>CONTACT NAME:</b> Linda Smith <b>PHONE (A/C, No, Ext):</b> 678-393-5228 <b>E-MAIL ADDRESS:</b> linda_smith@ajg.com	<b>FAX (A/C, No):</b> 678-393-5240
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Cox Automotive, Inc. Manheim Pensacola PO Box 105357 Atlanta GA 30348	<b>INSURER A:</b> National Union Fire Insurance Company of Pittsburg <b>NAIC #</b> 19445	
	<b>INSURER B:</b> New Hampshire Insurance Company      23841	
	<b>INSURER C:</b> American Home Assurance Company      19380	
	<b>INSURER D:</b> Illinois National Insurance Company      23817	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2029304036      **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL5425818	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Garage Liab	Y		CA9767399 (VA) CA9767404 (MA) CA9767403 (AOS)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GarAutoOnly-Ea Acc \$ 5,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC046912755 (AOS) WC046912757 (CA) WC046912756 (FL)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B B	<b>WORK COMP/EMPLOYERS LIAB</b> <b>WORK COMP/EMPLOYERS LIAB</b>			WC046912759 (AZ/IL/KY/NC/NH/NJ/PA/UT/VA/VT) WC046912758 (MA/ND/OH/WA/WI/WY)	1/1/2019 1/1/2019	1/1/2020 1/1/2020	SEE ABOVE AMT SEE ABOVE AMT OF INSURANCE OF INSURANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached)  
RE: Agreement#: C17-2604-IT  
Okaloosa County is an Additional Insured as respects General Liability, Auto Liability policies and conditions and exclusions.

**CONTRACT#: C17-2640-IT**  
**COX COMMUNICATIONS GULF COAST, INC.**  
**PRI FOR INBOUND/OUTBOUND PHONE LINES**  
**EXPIRES: 08/06/2020 W/2 1 YR RENEWALS**

**CERTIFICATE HOLDER**

**CANCELLATION**

Okaloosa County Attn: Denise Broadway 5479 Old Bethel Road Crestview FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/11/2017

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<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 1040 Crown Pointe Parkway Suite 700 Atlanta GA 30338	<b>CONTACT NAME:</b> Linda Smith <b>PHONE (A/C, No, Ext):</b> 678-393-5228 <b>FAX (A/C, No):</b> 678-393-5240 <b>E-MAIL ADDRESS:</b> linda_smith@ajg.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Cox Communications, Inc. Cox Communications Florida PO Box 105357 Atlanta GA 30348	<b>INSURER A :</b> National Union Fire Insurance Company of <b>NAIC #</b> 19445	
	<b>INSURER B :</b> New Hampshire Insurance Company <b>NAIC #</b> 23841	
	<b>INSURER C :</b> American Home Assurance Company <b>NAIC #</b> 19380	
	<b>INSURER D :</b> Illinois National Insurance Company <b>NAIC #</b> 23817	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**RECEIVED**  
  
 AUG 29 2018  
  
 BY: ...Purch...

**COVERAGES**                      **CERTIFICATE NUMBER:** 615186176                      **REVISION NUMBER:**

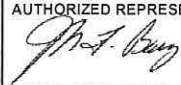
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XS of \$500,000 <input checked="" type="checkbox"/> <b>SELF INSURED RET</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL4611450	1/1/2018	1/1/2019	EACH OCCURRENCE \$4,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$4,500,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$4,500,000 GENERAL AGGREGATE \$30,000,000 PRODUCTS - COMP/OP AGG \$6,000,000 \$
A A A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA7093399(AOS) CA7093400(MA) CA7093401(VA)	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C D A	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC013779015(AOS) WC013779016(CA) WC013779017(FL) WC013779018(ME)	1/1/2018 1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019 1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B B	<input type="checkbox"/> <b>WORK COMP/EMPLOYERS LIAB</b> <input type="checkbox"/> <b>WORK COMP/EMPLOYERS LIAB</b>			WC013779019(AZ/IL/KY-NC/NH/NJ/PA/UT/VA/VT) WC013779020(MA/ND/OH/WA/WI-IL/WY)	1/1/2018 1/1/2018	1/1/2019 1/1/2019	SEE ABOVE AMT OF INSURANCE SEE ABOVE AMT OF INSURANCE

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

Okaloosa County is Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

C17-2604-15

<b>CERTIFICATE HOLDER</b>  Okaloosa County Attn: Gregory Kisela 5479A Old Bethel Rd Crestview FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ENDORSEMENT #**

This endorsement, effective 12:01 A.M. 1/1/2018 forms a part of  
Policy No. GL4611450 issued to COX ENTERPRISES, INC  
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM,  
BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
TRUCKERS COVERAGE FORM

**EXTENSION SCHEDULE OF NAMED INSURED**

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

COX COMMUNICATIONS, INC.

**ENDORSEMENT #**

This endorsement, effective 12:01 A.M. 1/1/2018 forms a part of  
Policy No. CA7093399 issued to COX ENTERPRISES, INC  
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM,  
BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
TRUCKERS COVERAGE FORM

**EXTENSION SCHEDULE OF NAMED INSURED**

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

COX COMMUNICATIONS, INC.



**CONTRACT#: C17-2604-it**  
**COX COMMUNICATIONS GULF COAST, INC**  
**PRI FOR INBOUND/OUTBOUND PHONE LINES**  
**EXPIRES: 08/06/2020 w/2 1 YR RENEWALS**

*2604-IT*  
**Commercial Services Agreement**  
**8/21/2018**

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

Customer Information		Authorized Customer Representative Information	
<b>Legal Company Name:</b>	Okaloosa County BCC - PRI	<b>Full Name:</b>	Robert Card
<b>Street Address:</b>	50 2ND ST	<b>Billing Contact:</b>	(850) 689- 5046
<b>City/State/Zip:</b>	Shalimar, Florida 32579	<b>Fax:</b>	
<b>Billing Address:</b>	please retain bill with	<b>Contact Number:</b>	(850) 689-5046
<b>City/State/Zip:</b>		<b>Email Address:</b>	rcard@co.okaloosa.fl.us
<b>Cox Account #:</b>	135-0083056-02, 135-0179682-01		
<b>Merge Bill</b>	No		

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
PS/ALI Service (One to one)	0	108	\$0.15	M-M	\$16.20	
PS/ALI Service Installation	0	1	\$1,500.00			\$1,500.00
<b>Totals:</b>					\$16.20	\$1,500.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee



**Special Conditions**

**Promotion Details**

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. 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. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by 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. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

<b>Customer Authorized Signature</b>	<b>Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP</b>
Signature: <i>Jeffrey A Hyde</i>	Signature: 
Print: <i>Jeffrey A Hyde</i>	Print: <small>B41027582EDA4FE</small> Chris Munro
Title Position: <i>Purchasing Manager</i>	Title Position: Manager
Date: <i>08/24/2018</i>	Date: 8/23/2018

- 1. 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://ww2.cox.com/business/voice/regulatory.cox>.
- 2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. 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.
- 3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; 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 months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) 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. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.
- 4. 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.
- 5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also 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. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. 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 Services shall be subject to the AUP at <http://ww2.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.
- 6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. 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.
- 7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.
- 8. 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. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.
- 9. 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 performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



CONTRACT#: C17-2604-it  
 COX COMMUNICATIONS GULF COAST, INC  
 PRI FOR INBOUND/OUTBOUND PHONE LINES  
 EXPIRES: 08/06/2020 w/2 1 YR RENEWALS

C17-2604-IT  
 Commercial Services Agreement  
 8/21/2018

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

Customer Information		Authorized Customer Representative Information	
<b>Legal Company Name:</b>	Okaloosa County BCC - PRI	<b>Full Name:</b>	Robert Card
<b>Street Address:</b>	50 2ND ST	<b>Billing Contact:</b>	( 850) 689- 5046
<b>City/State/Zip:</b>	Shalimar, Florida 32579	<b>Fax:</b>	
<b>Billing Address:</b>	please retain bill with	<b>Contact Number:</b>	(850) 689-5046
<b>City/State/Zip:</b>		<b>Email Address:</b>	rcard@co.okaloosa.fl.us
<b>Cox Account #:</b>	135-0083056-02, 135-0179682-01		
<b>Merge Bill</b>	No		

**Fees and Fees Not Included**

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
Cox International Advantage-3 Year	0	1	\$0.00	36	\$0.00	
Cox Business Minute Pack 20,000	0	1	\$300.00	36	\$300.00	
<b>Totals:</b>					\$300.00	\$0.00

**Equipment Charges**

Description	Quantity	Unit Price	Total Fee



**Special Conditions**

Adding Cox Business Minute Pak Minimum 20,000 minutes per month @ 300.00 with overage of .015 cents per minute.  
 \*\*\*Cox Long Distance will be applied to current PRI's as they are converted at no charge. LD billing will not begin until Sept. 1st, 2018.\*\*\*

**Promotion Details**

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. 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. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by 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. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

<b>Customer Authorized Signature</b>	<b>Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP</b>
Signature: <i>Jeffrey A Hyde</i>	Signature: <i>Christopher Munro</i>
Print: Jeffrey A Hyde	Print: Christopher Munro
Title Position: Purchasing Manager	Title Position: Manager
Date: 08/23/2018	Date: 8/22/18

## EXHIBIT A

**1. 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://ww2.cox.com/business/voice/regulatory.cox>.

**2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. 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.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; 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 months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) 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. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

**4. 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.

**5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also 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. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. 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 Services shall be subject to the AUP at <http://ww2.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.

**6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. 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.

**7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

**8. 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. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**9. 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 performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

# PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C17-2604-IT Tracking Number: \_\_\_\_\_  
Procurement/Contractor/Lessee Name: Cox Grant Funded: YES \_\_\_ NO   
Purpose: add new equipment  
Date/Term: 12,285.00 1.  GREATER THAN \$50,000  
Amount: 36 months 2.  GREATER THAN \$25,000  
Department: IT 3.  \$25,000 OR LESS  
Dept. Monitor Name: Saribendetto

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
OK Date: 10-24-17  
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

**2CFR Compliance Review (if required)**

Approved as written: NA Date: \_\_\_\_\_  
Grants Coordinator Renee Biby

**Risk Management Review**

Approved as written: NA Date: \_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 10-24-17  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Contracts & Grants Office**

Document has been received: \_\_\_\_\_ Date: \_\_\_\_\_  
Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Tuesday, October 24, 2017 1:12 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Greg Kisela  
**Subject:** RE: C17-2604-IT Cox Communications

This is approved for legal purposes.

---

**From:** DeRita Mason [dmason@co.okaloosa.fl.us]  
**Sent:** Friday, October 20, 2017 1:00 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara; Greg Kisela  
**Subject:** C17-2604-IT Cox Communications

Please review, this goes with Contract C17-2604-IT. Thanks,

DeRita

---

**From:** Randy Sims  
**Sent:** Friday, October 20, 2017 10:49 AM  
**To:** DeRita Mason <dmason@co.okaloosa.fl.us>  
**Subject:** FW: Emailing - OCBCC - 50 Second ST.pdf

Hey DeRita,

Please call me about this. Thanks, Randy

**Randy Sims**  
602-C N. Pearl St.  
Crestview, FL 32536  
850-689-5914



"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

---

**From:** Robert Card  
**Sent:** Friday, October 20, 2017 10:34 AM  
**To:** Randy Sims <rsims@co.okaloosa.fl.us>  
**Subject:** FW: Emailing - OCBCC - 50 Second ST.pdf





## EXHIBIT A

**1. 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://ww2.cox.com/business/voice/regulatory.cox>.

**2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. 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.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; 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 months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) 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. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

**4. 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.

**5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also 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. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. 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 Services shall be subject to the AUP at <http://ww2.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.

**6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. 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.

**7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

**8. 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. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**9. 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 performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

**Special Conditions****Promotion Details**

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. 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. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by 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. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

<b>Customer Authorized Signature</b>	<b>Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP</b>
Signature: 	Signature: 
Print: <b>Greg Kisela</b>	Print: Christopher Munro
Title Position: <i>Portfolio Director</i>	Title Position: Manager
Date: <i>10/25/17</i>	Date: 10.20.17



## NOTICE OF AWARD

**TO:** Cox Communications Gulf Coast, LLC. Cox Florida Telecom LP  
3405 McLemore DR.  
Pensacola, FL 32514

PROJECT: PRI for Inbound/Outbound Phone Lines

DESCRIPTION: RFB IT 68-17

The **OWNER** has considered the bid submitted by you for the above-described WORK in response to its Advertisement.

**This Notice of Award is a tentative award of contract and is not final until the Okaloosa County Board of County Commissioners approve final award.**

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**: Okaloosa County Purchasing, ATTN: DeRita Mason, 5479A Old Bethel Road, Crestview, FL 32536. If you have any questions, please call DeRita Mason at 850-689-5960.


Dated this 6<sup>th</sup> day of September, 2017

**OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

BY:  TITLE Purchasing Director  
Greg Kisela

### ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: 

This the 29<sup>th</sup> day of August, 2017.

BY: 

Title: Jonathan Tucker, Director



# PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: TB 10 Tracking Number: 2336-17  
Procurement/Contractor/Lessee Name: COX Grant Funded: YES  NO   
Purpose: contract for PRI  
Date/Term: 3 yrs w/ 2 1yr renewals 1.  GREATER THAN \$50,000  
Amount: 1960.00 per month 2.  GREATER THAN \$25,000  
Department: IT 3.  \$25,000 OR LESS  
Dept. Monitor Name: Sanbenduto

## Purchasing Review

Procurement requirements are met:

[Signature]  
Purchasing Director or designee

Greg Kisela, DeRita Mason, Matthew Young

Date: 8-7-17

## 2CFR Compliance Review (if required)

Approved as written:

[Signature]  
Grants Coordinator

MA  
Renee Biby

Date: \_\_\_\_\_

## Risk Management Review

Approved as written:

[Signature]  
Risk Manager or designee

Laura Porter or Krystal King

Date: 8-7-17

## County Attorney Review

Approved as written:

[Signature]  
County Attorney

see attached email  
Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Date: 8-1-17

Following Okaloosa County approval:

## Contracts & Grants

Document has been received:

[Signature]  
Contracts & Grants Manager

Marcella Eubanks, Mindy Kovalsky, Ashley Endris

Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Friday, September 01, 2017 9:33 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Greg Kisela  
**Subject:** RE: Cox Contract

This contract is approved for legal purposes to the extent that Legal does not find there to be anything improper or illegal regarding the terms of the agreement.

---

**From:** DeRita Mason [<mailto:dmason@co.okaloosa.fl.us>]  
**Sent:** Monday, August 07, 2017 10:53 AM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** Cox Contract

Attached is the cox contract. I think I failed to get you to look at it. Can you please review and approve.

Thanks,

DeRita



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Username <input type="text"/>	Password <input type="password"/>	<b>Log In</b>
<a href="#">Forgot Username?</a>	<a href="#">Forgot Password?</a>	<a href="#">Create an Account</a>

# Search Results

**Current Search Terms: cox\* communications\* gulf\* coast\* inc\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

## Glossary

- [Search Results](#)
- [Entity](#)
- [Exclusion](#)
- [Search Filters](#)
- [By Record Status](#)
- [By Record Type](#)


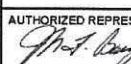


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|--------------------------------|--------------------------------|-----------------------------|
| <a href="#">Search Records</a> | <a href="#">Disclaimers</a>    | <a href="#">FAPIS.gov</a>   |
| <a href="#">Data Access</a>    | <a href="#">Accessibility</a>  | <a href="#">GSA.gov/IAE</a> |
| <a href="#">Check Status</a>   | <a href="#">Privacy Policy</a> | <a href="#">GSA.gov</a>     |
| <a href="#">About</a>          |                                | <a href="#">USA.gov</a>     |
| <a href="#">Help</a>           |                                |                             |

IBM v1.P.2.20170623-1G06  
WWW8

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Exhibit 4: Cox Insurance Certificate

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 6/7/2017		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1040 Crown Pointe Parkway Suite 700 Atlanta GA 30338			CONTACT NAME: Linda Smith PHONE (A/C No. Ext): 678-393-5228 FAX (A/C No.): 678-393-5240 E-MAIL ADDRESS: linda_smith@ajg.com			
INSURED Cox Communications, Inc. Cox Communications Florida PO Box 105357 Atlanta GA 30348			INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : National Union Fire Insurance Company of 19445 INSURER B : New Hampshire Insurance Company 23841 INSURER C : American Home Assurance Company 19380 INSURER D : Illinois National Insurance Company 23817 INSURER E : INSURER F :			
<b>COVERAGES</b>						
		CERTIFICATE NUMBER: 1825479039		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD : WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XS of \$500,000 <input checked="" type="checkbox"/> SELF INSURED RET GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	GL3629850	1/1/2017	1/1/2018	EACH OCCURRENCE \$4,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$4,500,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$4,500,000 GENERAL AGGREGATE \$30,000,000 PRODUCTS - COMPIOP AGG \$6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA1921752(AOS) CA1921753(MA) CA1921754(VA)	1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B C D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCD14649518(AOS) WCD14649519(CA) WCD14649520(FL) WCD14649521(ME)	1/1/2017 1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B B	WORK COMP/EMPLOYERS LIAB WORK COMP/EMPLOYERS LIAB		WCD14649522(MA/ND/OH/WA/WV- /WY) WCD14649523(AZ/IL/KY- /NC/NH/NJ/PA/UT/VA/VT)	1/1/2017 1/1/2017	1/1/2018 1/1/2018	SEE ABOVE AMT OF INSURANCE SEE ABOVE AMT OF INSURANCE
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Okaloosa County is Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.						
<b>CERTIFICATE HOLDER</b>  Okaloosa County Attn: Gregory Kiseia 5479A Old Bethel Rd Crestview FL 32536			<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 			

Cox Response to RFB IT 68-17 – PRI for Inbound/Outbound Phone Lines

**ENDORSEMENT #**

This endorsement, effective 12:01 A.M. 1/1/2017 forms a part of  
Policy No. GL3629850 issued to COX ENTERPRISES, INC  
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM,  
BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
TRUCKERS COVERAGE FORM

**EXTENSION SCHEDULE OF NAMED INSUREDS**

This policy provides coverage for the first Named Insured shown on the declarations page  
and the following Named Insureds:

COX COMMUNICATIONS, INC.

**Cox Response to RFB IT 68-17 – PRI for Inbound/Outbound Phone Lines**

**ENDORSEMENT #**

This endorsement, effective 12:01 A.M. 1/1/2017 forms a part of  
Policy No. CA1921752 Issued to COX ENTERPRISES, INC  
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM,  
BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM  
TRUCKERS COVERAGE FORM

**EXTENSION SCHEDULE OF NAMED INSUREDS**

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

COX COMMUNICATIONS, INC.



**Commercial Services Agreement**  
7/18/2017

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

Customer Information		Authorized Customer Representative Information	
<b>Legal Company Name:</b>	Okaloosa County BCC - PRI	<b>Full Name:</b>	Robert Card
<b>Street Address:</b>	1250 MIRACLE STRIP PKWY	<b>Billing Contact:</b>	8506895046
<b>City/State/Zip:</b>	Fort Walton Beach, FL 32548	<b>Fax:</b>	
<b>Billing Address:</b>		<b>Contact Number:</b>	(850) 689-5046
<b>City/State/Zip:</b>		<b>Email Address:</b>	rcard@co.okaloosa.fl.us
<b>Cox Account #:</b>	135-0000000-00		
<b>Merge Bill</b>	No		

Taxes and Fees Not Included

<b>Service Address: 1250 MIRACLE STRIP PKWY, Fort Walton Beach, FL, 32548</b>				<b>Phone: 8506895046</b>			
				<b>Cox Account ID: 135-0000000-00</b>			
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Business VoiceManager PRI		1	\$250.00	36	New	\$250.00	
DID Per 100 Number Block *		2	\$15.00	36	New	\$30.00	
VMBK Interstate Ntwrk Interface Fee		1	\$46.25	36	New	\$46.25	
Access Recovery Fee - Bulk Facility		1	\$5.00	36	New	\$5.00	
PRI Installation		1	\$0.00				\$0.00
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Okaloosa County BCC - PRI:</b>		<b>MRC:</b>	\$331.25	<b>NRC:</b>	\$0.00	<b>Equipment Cost: \$0.00</b>	

<b>Service Address: 1804 LEWIS TURNER BLVD, Fort Walton Beach, FL, 32547</b>				<b>Phone: 850-689-5046</b>			
				<b>Cox Account ID: 135-0000000-00</b>			
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Business VoiceManager PRI		1	\$250.00	36	New	\$250.00	
DID Per 100 Number Block *		2	\$15.00	36	New	\$30.00	
VMBK Interstate Ntwrk Interface Fee		1	\$46.25	36	New	\$46.25	
Access Recovery Fee - Bulk Facility		1	\$5.00	36	New	\$5.00	
PRI Installation		1	\$0.00				\$0.00
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Okaloosa County BCC - PRI:</b>		<b>MRC:</b>	\$331.25	<b>NRC:</b>	\$0.00	<b>Equipment Cost: \$0.00</b>	

<b>Service Address: 1701 HIGHWAY 85 N, Eglin AFB, FL, 32542</b>				<b>Phone: 850-689-5046</b>			
				<b>Cox Account ID: 135-0000000-00</b>			
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Business VoiceManager PRI		1	\$250.00	36	New	\$250.00	
DID Per 100 Number Block *		2	\$15.00	36	New	\$30.00	
VMBK Interstate Ntwrk Interface Fee		1	\$46.25	36	New	\$46.25	
Access Recovery Fee - Bulk Facility		1	\$5.00	36	New	\$5.00	
PRI Installation		1	\$0.00				\$0.00
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Okaloosa County BCC - PRI:</b>		<b>MRC:</b>	\$331.25	<b>NRC:</b>	\$0.00	<b>Equipment Cost: \$0.00</b>	

**Contract # C17-2604-IT**  
**COX COMMUNICATIONS GULF COAST, INC.**  
**PRI FOR INBOUND/OUTBOUND PHONES LINES**  
**EXPIRES: 08/6/2020 W/2 1 YR RENEWALS**



Service Address: 1940 LEWIS TURNER BLV, Fort Walton Beach, FL, 32547

Phone: 850-689-5046

Cox Account ID: 135-000000-00

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Business VoiceManager PRI		1	\$250.00	36	New	\$250.00	
DID Per 100 Number Block *		2	\$15.00	36	New	\$30.00	
VMBK Interstate Ntwrk Interface Fee		1	\$46.25	36	New	\$46.25	
Access Recovery Fee - Bulk Facility		1	\$5.00	36	New	\$5.00	
PRI Installation		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
<b>Totals for Okaloosa County BCC - PRI:</b>			<b>MRC:</b> \$331.25	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

Service Address: 100 COLLEGE BLV BLDG EOC, Niceville, FL, 32578

Phone: 850-651-7150

Cox Account ID: 135-0151273-01

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Directory Listing-Non Published	1	1	\$0.00	36	RN	\$0.00	
Business VoiceManager PRI		1	\$250.00	36	New	\$250.00	
DID Per 100 Number Block *		2	\$15.00	36	New	\$30.00	
VMBK Interstate Ntwrk Interface Fee		1	\$46.25	36	New	\$46.25	
Access Recovery Fee - Bulk Facility	1	1	\$5.00	36	RN	\$5.00	
Equipment Description			Quantity		Unit Price		Total Fee
<b>Totals for Okaloosa County BCC - PRI:</b>			<b>MRC:</b> \$331.25	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

Service Address: 302 N WILSON ST, CRESTVIEW, FL, 32536

Phone: ( 850) 689- 5046

Cox Account ID: 135-0132891-01

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Business VoiceManager PRI		1	\$250.00	36	New	\$250.00	
DID Per 100 Number Block *		2	\$15.00	36	New	\$30.00	
VMBK Interstate Ntwrk Interface Fee		1	\$46.25	36	New	\$46.25	
Access Recovery Fee - Bulk Facility		1	\$5.00	36	New	\$5.00	
PRI Installation		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
<b>Totals for Okaloosa County BCC - PRI:</b>			<b>MRC:</b> \$331.25	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

Service Address: 602 N PEARL ST #A, Crestview, FL, 32502

Phone: (850) 689-5000 ext. 3306

Cox Account ID: 135-0082504-02

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Business VoiceManager PRI		1	\$250.00	36	New	\$250.00	
DID Per 100 Number Block *		2	\$15.00	36	New	\$30.00	
Network Interface Fee - Bulk Facility	1	1	\$46.25	M-M	RN	\$46.25	
Access Recovery Fee - Bulk Facility		1	\$5.00	M-M	New	\$5.00	
Equipment Description			Quantity		Unit Price		Total Fee
<b>Totals for OKALOOSA COUNTY CLERK OF COURT:</b>			<b>MRC:</b> \$331.25	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00
<b>Totals for all Accounts :</b>			<b>MRC:</b> \$2,318.75	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

**Special Conditions**


This agreement is for three (3) years beginning on date signed. The agreement may be renewed for two (2) additional one year contract periods by mutual agreement of both parties. All terms, all conditions, and requirements as contained in the Okaloosa County Board of Commissioners RFB IT 68-17 PRI Phone Lines and Cox Response to the RFB are incorporated into this agreement by reference. In the event of a conflict between the RFB and the Cox Response and this agreement, the terms of the RFB and the Cox response shall prevail. The rates and charges set forth herein are not subject to any change or adjustment during the term of the agreement or the two (2) renewal year options.

**Promotion Details**

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 tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://ww2.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. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. 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**


**Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP**

Signature: 

Print: **Greg Kisela**

Title Position: **Purchasing Director**

Date: **8/7/17**

Signature: 

Print: **Jonathan Tucker**

Title Position: **Director**

Date: **7/18/17**

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://ww2.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://ww2.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 911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.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://ww2.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.





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## REQUEST FOR BID (RFB) & RESPONDENT'S ACKNOWLEDGEMENT

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**RFB TITLE:**  
**PRI FOR INBOUND/OUTBOUND  
PHONE LINES**

**RFB NUMBER:**  
**RFB IT 68-17**

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**LAST DAY FOR QUESTIONS:** June 8, 2017 3:00 P.M. cst

**RFB OPENING DATE & TIME:** June 14, 2017 3:00 P.M. cst

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**NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.**

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Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this RFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "RFB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFB Title", "RFB Number" and the "RFB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

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**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME COX COMMUNICATIONS GULF COAST, LLC ; COX FLORIDA TELECOM LP

MAILING ADDRESS 3405 MCLEMORE DR.

CITY, STATE, ZIP PENSACOLA, FL 32514


FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 58-2487265

TELEPHONE NUMBER: 850-393-5478 EXT: \_\_\_\_\_ FAX: 877-873-7044

EMAIL: CAROL.KNIGHT@COX.COM

---

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME JONATHAN TUCKER

TITLE: DIRECTOR OF SALES DATE 6/13/17

---



6/14/2017

Gregory Kisela  
Okaloosa County Board of County Commissioners  
Newman C. Brackin Bldg.  
302 N. Wilson St. #203  
Crestview, FL 32536

Subject: RFB IT 68-17

Dear Gregory Kisela:

Technology, for the sake of technology, is of little value. Okaloosa County needs to know that your communications solutions serve an end purpose and provide inherent value. Cox Florida Telcom, L.P. (Cox) works hard to understand our customers' business issues and objectives before designing relevant solutions. This proposal demonstrates that philosophy.

If selected as your communications partner Cox will rapidly implement the services selected from this RFP, but the work won't stop there. We will continue to consult with you on solutions for your communications needs and will regularly bring new ideas to the table. Our goal is to ensure that you not only benefit from Cox's technical expertise, but also from our innovative approaches to support your internal and external communications, enhance your business operations and improve your efficiency.

Cox appreciates the unique circumstances that affect organizations like Okaloosa County and we have proven experience as a responsive technology partner. We are diversified in many different technologies to accommodate a wide variety of needs. Cox provides high speed transport services, telephone, Internet and video over our proprietary, nationwide IP network.

With Cox, you get the advantage of responsive, on-site expertise combined with substantial resources from the nation's third largest cable entertainment and broadband services provider. We have been in the telecommunications industry for 50 years. Twenty-two thousand Cox employees serve over six million customers, including more than 350,000 commercial and business customers. Many outstanding features distinguish Cox in the marketplace, but we like to celebrate our entrepreneurial spirit, our commitment to education and our dedication to the communities we serve.

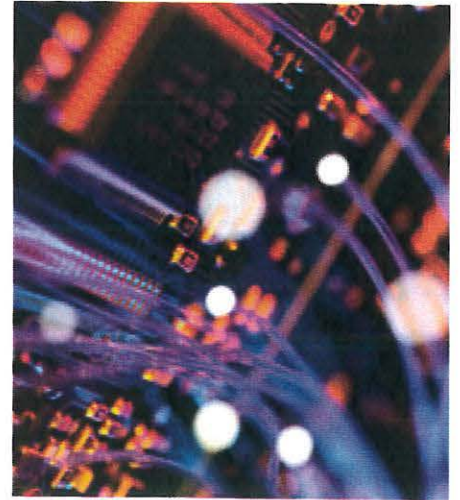
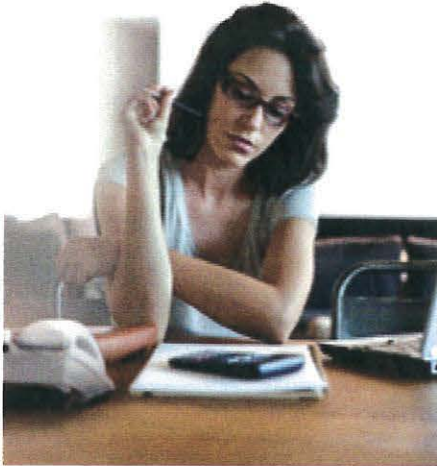
Thank you for inviting Cox to propose customized, value-added solutions for Okaloosa County. We believe the attached response meets or exceeds all of the requirements defined in your RFP. Nevertheless, we will gladly address any remaining questions or clarifications and look forward to moving forward in your selection process.

Sincerely,

A handwritten signature in cursive script that reads "Carol Knight".

Carol Knight  
Sr. Account Executive  
Cox Business





# Response to Okaloosa County

## RFP RFB IT 68-17

6/14/2017 Cox Florida Telcom, L.P. Cox Business (Cox Florida Telcom, L.P.) is responding to Okaloosa County Request for Proposal RFB IT 68-17

Solution for PRI FOR INBOUND/OUTBOUND PHONE LINES.



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## Executive Summary

Technological innovation and growing business demands require that organizations like Okaloosa County stay competitive in their use of mission-critical communication and information systems. These systems, when designed and implemented properly, have an enormous effect on efficiency, as well as staff and customer satisfaction. They also affect operating budgets and the ability to invest in important strategic initiatives.

Knowing the integral role that telecom services play at Okaloosa County, Cox offers this comprehensive proposal for PRI/Digital Trunk Services. The proposal clearly describes Cox's expertise and ability to meet your technology goals, your customer service needs; and more important, it demonstrates our appreciation for how Cox can positively affect your operation.

We appreciate the background information you have shared with us. Cox listened and believes that we have a good understanding of Okaloosa County's highest priority objectives. Specifically, you want to accomplish the following:

### Communicate efficiently in a rapidly moving environment

The new business reality involves remote offices, mobile employees, increased bandwidth needs and a host of issues that were not factors in years past. Okaloosa County wants to maximize your communications infrastructure to compete effectively. You need to reduce overhead and complexity and improve efficiency and customer satisfaction.

### Improving reliability and stability

The complexity of communications networks leaves little room for error. You can't compromise your productivity, or your reputation, at the expense of low-cost or insufficient technologies. Okaloosa County needs assurance that your network is reliable and stable. You can't afford the wasted man hours spent troubleshooting problems and restoring service.

## Solution Overview

### PRI/Digital Trunk Services

Cox PRI/Digital Trunk Service combines reliable, industry-standard PRI connection that interfaces with your PBX. By using your existing equipment, our PRI/Digital Trunk service offers substantial cost savings. The service provides traditional features like direct inward dialing, hunting, calling name/caller ID, number delivery and more. With Cox Business PRI and Digital Trunk services, you will get a scalable, efficient telecommunications solution, with advanced features over traditional PRIs, that your employees can use in or out of the office. And with the **Personal Mobility** option, your employees will be even more accessible to your customers.

A single-number service gives your employees flexible, mobile access to customer, supplier and partner communications with features like Remote Office, Simultaneous Ring, Find Me/Follow, Click-to-Dial, Call Logs and Voice Conferencing. You can manage your Personal Mobility features by logging in to the Cox Business MyAccount customer portal on any computer with Internet access.

Our Business Trunk Group Continuity feature provides cloud-based protection and makes sure you can complete or redirect calls, even if there is a service disruption at your physical location. During normal service, you can activate the Call Forward Always function to forward all incoming calls to another phone number or answering machine for time-of-day or seasonal call handling. Our system also sits behind a centralized soft-switch, like our other products, to provide additional value-added features.

## **About Cox**

### **History of Cox Enterprises**

Cox Enterprises, Inc. is the parent company of Cox Communications and serves as the model from which we derive our vision and focus as a company, which dates back to 1898 when three-term Ohio Governor James M. Cox bought what is now The Dayton Daily News. In 1935, Governor Cox started Ohio's first radio station, WHIO, just as radio was gaining widespread popularity. In 1939, Cox acquired The Atlanta Journal newspaper and WSB, the South's oldest and most powerful radio station. Cox's innovation continued in 1948 when WSB-TV in Atlanta became the South's first television station; WHIO-TV in Dayton began broadcasting later that year. Cox Communications, the parent company to Cox Business, began with the acquisition of three small cable systems in rural Pennsylvania in 1962.

### **About Cox Communications**

Cox Communications, Inc. ("Cox") is a broadband communications and entertainment company, providing advanced digital video, high-speed Internet, telephone and home security and automation services over its own nationwide IP network to 6.1 million residences and businesses. Cox is the third-largest U.S. cable TV company based on revenues. Cox Business is a facilities-based provider of voice, video and data solutions for commercial customers, and Cox Media is a full-service provider of national and local cable spot and new media advertising.

Cox is a wholly owned subsidiary of Cox Enterprises, Inc. ("CEI"), a privately held corporation headquartered in Atlanta, Georgia and a leading communications, media and automotive services company.

Cox Communications is known for our pioneering efforts in cable, telephone and commercial services. We are also proud of our industry-leading customer care and our outstanding workplaces.

For seven years, Women in Cable Telecommunications has recognized Cox as the top operator for women. For five years, Cox has ranked among DiversityInc's Top 50 Companies for Diversity, and we hold a perfect score in the Human Rights Campaign's Corporate Equality Index.

### **About Cox Business**

Cox Business is the commercial arm of Cox Communications. We offer a variety of advanced high-speed Internet, phone and digital video services over our own IP network. Since 1998, more than 350,000 business customers of all sizes have chosen Cox. Our primary vertical markets include healthcare providers, K-12 and higher education, financial institutions and federal, state and local government organizations. We also serve most of the top-tier wireless and wire-line telecommunications carriers in the U.S. through our wholesale division.

According to Vertical Systems Group, Cox Business is one of the largest providers of business Ethernet services in the U.S., based on customer ports. We have been consistently recognized for our leadership among small/mid-size business data service providers. Cox is currently the seventh largest voice service provider in the U.S. and supports over one million business phone lines.

Cox has invested more than \$16 billion in the communities we service. These investments include infrastructure upgrades and more than 125,000 miles of metro fiber and hybrid fiber coax services to homes and businesses in our service area. Our team of over 20,000 employees maintains over six million customer relationships. Cox supports the local communities through cash, grants and in-kind contributions, providing more than \$100 million annually.



### Cox Enterprises Financials

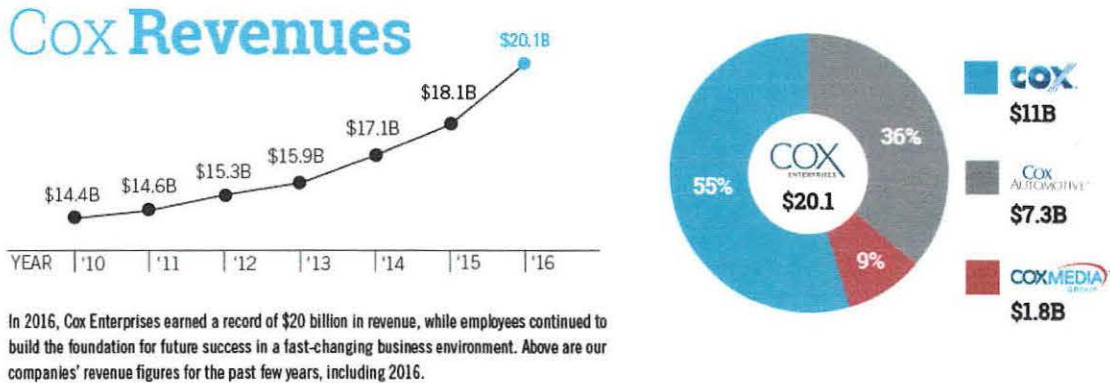
To provide the best overall customer experience it's important that your provider has the financial strength, reliability and resources to deliver dependable, high-performance access to communication systems.

Cox management believes that our structure as a private company is an advantage to our customers and to our organization. The status of private ownership allows us to take the decisive actions to compete effectively and offer our customers cutting-edge solutions in a fiscally responsible manner.

As a privately held organization, Cox does not publish quarterly financial reports or annual financial statements. Please note the following revenue information Cox does publically release in lieu of such financial statements:

### Cox Revenues

In 2016, Cox Enterprises had a record year in revenue and a solid financial performance exceeding \$20B. Below are our companies' revenue figures for recent years, including 2016.



### Cox Communications Financials and Background

Cox Communications, Inc. (CCI) is financially strong with revenues of \$11B in 2016. See the following CCI Consolidated Revenues over the past 7 years:

<b>2016</b>	<b>\$11B</b>
<b>2015</b>	<b>\$10.5B</b>
<b>2014</b>	<b>\$10.48B</b>
<b>2013</b>	<b>\$9.9B</b>
<b>2012</b>	<b>\$9.6B</b>
<b>2011</b>	<b>\$9.4B</b>
<b>2010</b>	<b>\$9.1B</b>

Additional information can be accessed at <http://www.coxenterprises.com/about-cox/annual-review/revenues.aspx>

### Credit Ratings

Cox's credit ratings impact its ability to obtain short- and long-term financing and the cost of such financing. In determining Cox's credit ratings, the rating agencies consider a number of factors, including



## Cox Response to RFB IT 68-17 – PRI for Inbound/Outbound Phone Lines

Cox's profitability, operating cash flow, total debt outstanding, interest requirements, liquidity needs and availability of liquidity. Other factors considered may include Cox's business strategy, the condition of

Cox's industry and Cox's position within the industry. Although Cox understands that these are among the factors considered by the rating agencies, each agency might calculate and weigh each factor differently. A rating is not a recommendation to buy, sell or hold a security, and ratings are subject to revision at any time by the assigning agency.

Cox credit ratings as of December 31, 2016 are as follows:

Ratings Agency	Long Term Debt Ratings
Fitch	BBB+
Moody's	Baa2
Standard & Poor's	BBB

Refer to the respective websites for more ratings information about the rating agencies mentioned above at [www.moodys.com](http://www.moodys.com), [www.standardandpoors.com](http://www.standardandpoors.com) and [www.fitchratings.com](http://www.fitchratings.com). The information on these websites is not part of this document, has not been reviewed or verified and is referenced for information purposes only.

### Internal Controls

Cox management believes that operating as a private company allows Cox to take the most decisive actions as it faces an increasingly competitive environment. Although a private company, Cox still maintains internal controls established when Cox was a public company. Cox's Internal Controls Governance group is responsible for documenting the risks to the business and ensuring those risks are mitigated by developing and implementing an internal controls matrix and performing periodic testing of these controls. Cox's consolidated financial statements are audited annually by its external audit firm Deloitte & Touche LLP.

### Cox's Financial Commitment to our Community

Local Cox support programs and initiatives benefit the residents, civic groups and local governments within our broadcast footprint. Cox provided cash and in-kind services worth millions of dollars within the local communities we serve.

Cox Conserves is a corporate-wide conservation effort. We pride ourselves on being good corporate citizens, and being an environmental leader is a way for us to continue this tradition. Locally, Cox uses solar panels, on-site fuel cells and full recycling of paper, plastic, aluminum and batteries.

Cox Communications and the James M. Cox Foundation have been philanthropic partners of Boys & Girls Clubs of America and local Clubs since 1977. In 2003, Cox became the national technology partner for Boys & Girls Clubs of America, providing Video and Internet Technology at no cost. Cox has given these clubs over one million dollars in cash contributions and twenty million dollars in in-kind services.

Cox Charities, a grant-giving body funded primarily by employees within the Cox markets, provides grants to local non-profit organizations within the community. The education grants focus on science, technology, engineering and math education. Since inception, Cox Charities has awarded millions of dollars to local organizations.

Cox supports the local business community in a myriad ways through membership in, and cash/in-kind support of local Chambers of Commerce and other business development organizations. A goal of Cox is to be a financially stable partner for business, government and industry within the markets we serve.

## Cox and the Environment

At Cox Enterprises, we are committed to being good stewards of the environment and have long engaged in eco-friendly practices. Through Cox Conserves, we're lessening our impact on the environment by managing our waste stream and conserving carbon and water. We're incorporating sustainability into every aspect of our business by harnessing today's technology while anticipating tomorrow's innovations.

### Cox Conserves

Launched in 2007 by Chairman [Jim Kennedy](#), Cox Conserves is Cox Enterprises' national sustainability program. Cox Conserves focuses on reducing waste and energy consumption, as well as conserving water. The program engages each of the company's major subsidiaries (Cox Communications, Cox Automotive and Cox Media Group) and encourages Cox Enterprises' 50,000 employees and their families to engage in eco-friendly practices. The company's sustainability goals are to send zero waste to landfill by 2024 and become carbon and water neutral by 2044. The company also presents the [Cox Conserves Sustainability Survey](#), a nationwide survey that examines sustainability opportunities and challenges for small and medium-sized businesses.

Cox Conserves Vision: We create positive environmental change in our communities by operating in ways that reduce our impact and inspire our employees, customers, suppliers and partners.

For more information, visit [CoxConserves.com](http://CoxConserves.com).

### Carbon

Through Cox Conserves, we have a goal to be carbon neutral by 2044. We're looking at every possible way - big and small - to lessen our impact on the environment. Our focus on carbon reduction takes place through alternative energy, energy conservation and fleet operations.

### Waste Management

Cox Enterprises employs a holistic approach to waste management including waste reduction, strategic partnerships for e-waste and customer engagement.

- **Waste Reduction:** At its headquarters buildings in Atlanta, Cox has recycled more than 1,000 tons of materials since 2006.
- **Electronics Waste:** Cox's e-waste recycling program diverts an estimated 1.8 million pounds of e-waste from landfills each year.
- **Customer Engagement:** Cox Business encourages customers to go paperless with an electronic ordering system. In one quarter alone, more than 50,000 pieces of paper were saved due to electronic ordering.

### Water Management

Cox's water conservation efforts save more than 32 million gallons of water annually and return high-quality reusable water to the community. This is accomplished through water conservation centers, motion-sensor faucets and well-water landscaping, among other programs.

Cox also partners with groups such as American Rivers and Ocean Conservancy to help preserve valuable water resources and participate in cleanup projects.

## **Conclusion**

Cox has a long history of providing telecommunications services and is an established and trusted provider. Unlike some providers that have a one-size-fits-all approach, Cox's responsive local team will customize our solutions for Okaloosa County's unique needs. Reliability, scalability and award-winning customer care are hallmarks of Cox's solutions and we look forward to applying these attributes to your telecommunications infrastructure.

Thank you again for considering Cox as your supplier for your PRI/Digital Trunk Services.

# NOTICE TO RESPONDENTS

## RFB IT 68-17

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) June 14<sup>th</sup>, 2017**, for **PRI (Primary Rate Interface) for Inbound/Outbound Phone Calls**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Request for Bids (RFB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 1/2" x 11" where practical.

**All originals must have original signatures in blue ink.**

At **3:00 p.m. (CST), June 14<sup>th</sup>, 2017**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**PRI for Inbound/Outbound Phone Calls**". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted prior to bid opening by being delivered in person or by mail to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Respondents using mail or delivery services assume all risks of late or non-delivery.

**NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.**

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

**PRI for Inbound/Outbound Phone Calls**

Clerk of Circuit Court  
Attn: BCC Records  
Newman C. Brackin Bldg.  
302 N. Wilson St. #203  
Crestview FL 32536

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Gregory Kisela  
Purchasing Director

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Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel  
Chairman

## **BID REQUIREMENTS**

**BID #: RFB IT 68-17**

**BID ITEM: PRI for Inbound/Outbound Phone Calls**

Introduction: The County has seven (7) PRI's (Primary Rate Interface) in which the County wishes to seek bids on the rates for both monthly and non-recurring. The PRI's carry inbound and outbound telephone calls through the Mitel System. Included in the PRI's will be the County's current 1,363 DID's cost. The PRI's will need to roll to another one on busy or failure. The contractor will need to provide a bid price for both Monthly Recurring Charges (MRC) and Non-Recurring Charges (NRC). The following locations will need the services:

1250 Miracle Strip Pkwy, Ft Walton Beach  
302 N. Wilson Street, Crestview  
1804 Lewis turner Blvd., Ft Walton Beach  
1701 Hwy 85 N., Eglin AFB (Airport)  
90 College Blvd. East, Niceville  
1940 Lewis Turner Blvd., Ft Walton Beach  
602A North Pearl Street, Crestview

The County will be seeking to enter into contracts with multiple vendors in order to maintain a certain level of service.

Term: The County will be seeking a three (3) year contract with the option of two (2) one year renewals, upon mutual agreement by both the County and Contractor. All renewals must be submitted to in writing.



# **GENERAL SUPPLY/ CONSTRUCTION INSURANCE REQUIREMENTS**

REVISED: 02/09/2016

## **BONDING REQUIREMENTS**

1. There are no bonding requirements.

## **RESPONDENT'S INSURANCE**

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.



9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

#### **WORKERS' COMPENSATION INSURANCE**

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

#### **BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:

- 1.) Premises – Operation Liability
- 2.) Occurrence Bodily Injury and Property Damage Liability
- 3.) Independent Respondent’s Liability
- 4.) Completed Operations and Products Liability

5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

#### **LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u><b>LIMIT</b></u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

#### **NOTICE OF CLAIMS OR LITIGATION**

The RESPONDENT agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

#### **INDEMNIFICATION & HOLD HARMLESS**

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

**Note: For respondent’s convenience, this certification form is enclosed and is made a part of the bid package.**

## **CERTIFICATE OF INSURANCE**

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Rd, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days' written notice to Okaloosa County at the address set out above, of the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## GENERAL BID CONDITIONS

### 1. PRE-BID ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to <http://www.tceng.com/Documents/> and the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

5. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.



7. **IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:
- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
  - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
  - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
  - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

#### **14. AWARD OF BID**

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the lowest respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

**15. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

**16. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**17. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**18. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its

agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

- 19. LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.
- 20. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 21. INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
- 22. NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.  
  
**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**
- 23. REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 24. COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
- 25. PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing

employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 26. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 27. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 28. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
- 29. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 30. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

**31. UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

**32. The following documents shall be submitted with the bid packet:**

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. Addendum Acknowledgement
- J. Anti-Collusion Statement
- K. Bid Sheet



## RESPONSES AND CLARIFICATIONS TO CERTAIN RFB TERMS

Cox indicates below its proposed comments and responses to certain identified provisions of the RFB. Cox also attaches its standard contract to its submission to the County which contains additional terms and conditions related to the service. Cox notes that some of the additional terms and conditions relate to concepts not covered by the RFP, but which are necessary to be covered so that the parties can have a complete contract. Those terms and conditions are proposed by Cox to be the additional commercial terms and conditions under which the County and Cox will do business, recognizing that in the event of a conflict, the terms and conditions of the parties negotiated final agreement will take precedence. Cox's contract is hereby incorporated into any final agreement by acceptance of Cox's offer and a copy is included in Cox's proposal. Cox's offer is subject to negotiation of a mutually acceptable final agreement.

### Cox Response to General Bid Conditions

#### 2. Preparation of Bid

**COX** RESPONSE: Cox notes that this is a service contract and a state contractor license is not required.

#### 10. Addition/Deletion of Item

**COX** RESPONSE: After mutual execution of the contract, changes may only be made by mutual written agreement of the parties.

#### 21. Investigation of Respondent

**COX** RESPONSE: If any financial or other confidential data is requested, a mutually agreeable NDA is required.

#### 26. Suspension or Termination for Convenience

**COX** RESPONSE: Cox agrees that the County may terminate the contract at any time by giving thirty (30) days written notice to Cox of such termination or negotiating with Cox an effective date of termination. However, due to the significant capital investment by Cox in providing the services, Cox shall be entitled to termination liabilities as described in Cox's standard terms and conditions due upon termination.

#### 27. Failure of Performance/Delivery

**COX** RESPONSE: Cox agrees that the County may terminate if Cox materially fails to comply with the terms and/or conditions of the Agreement, provided that County shall first give Cox at least thirty (30) days written notice and right to cure prior to any termination for default or cause. If within thirty (30) days after receipt of such written notice, Cox shall have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then there shall be no right to terminate for default or cause. Cox shall not be liable for any issues caused by a force majeure event, delays due to the County or its agents, or any issues from causes beyond Cox's reasonable control. Cox will work with the County in good faith at all times to make sure the County is fully satisfied with the services. However, Cox cannot agree to be liable for the cost of replacement services and said provision shall not apply.

28. Audit

**COX** RESPONSE: Cox agrees with the following clarifications: County's audit rights shall be strictly limited to reviewing documents reasonably related to billing and invoicing errors for the Services provided by Cox to the County under the contract. The County shall have no right to audit any Cox confidential information, including information on Cox's security/IT systems or pricing information for its vendors. Audits shall be at reasonable times and locations as mutually agreed by the parties, at the sole cost of the County, and limited to once per calendar year. The County shall execute a Non-Disclosure Agreement in a form acceptable to Cox prior to any audit.

Cox Response to Indemnification and Hold Harmless Form

**COX** RESPONSE: Cox agrees to the indemnification and hold harmless provision only for third party claims for any physical injury to person or tangible property sustained by any person, firm, or corporation caused by any negligent act or intentional misconduct by Cox. 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.

## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 6/13/17

SIGNATURE: 

COMPANY: Cox Communications Gulf Coast, LLC

NAME: Jonathan Tucker  
(Typed or Printed)

ADDRESS: 3405 Melemore Dr.  
Pensacola, Florida 32514

TITLE: Director of Sales

E-MAIL: Jonathan.Tucker@Cox.com

PHONE NO.: 850-393-5478



# CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO  \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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FIRM NAME: COX COMMUNICATIONS GULF COAST, LLC

BY (PRINTED): JONATHAN TUCKER

BY (SIGNATURE): 

TITLE: DIRECTOR OF SALES

ADDRESS: 3405 MCLEMORE DR

PENSACOLA, FL 32514

PHONE NO. 850-393-5478

E-MAIL JONATHAN.TUCKER@COX.COM

DATE 6/13/17

## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 6/13/17

SIGNATURE: 

COMPANY: COX COMMUNICATIONS GULF COAST, LLC

NAME: JONATHAN TUCKER

ADDRESS: 3405 MCLEMORE DR

TITLE: DIRECTOR OF SALES

PENSACOLA, FL 32514

E-MAIL: JONATHAN.TUCKER@COX.COM

PHONE NO.: 850-393-5478



**NO CONTACT CLAUSE**

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.**

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing COX COMMUNICATIONS GULF COAST, LLC  
Signature Company Name

On this 13<sup>th</sup> day of June 2017 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

Cox Response to RFB IT 68-17 – PRI for Inbound/Outbound Phone Lines  
**RECYCLED CONTENT FORM**

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin \_\_\_\_\_ or Recycled \_\_\_\_\_ (Check the applicable blank). If recycled, what percentage \_\_\_\_\_ %.

Product Description: Service only - Not Applicable

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2. Is your product packaged and/or shipped in material containing recycled content?

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: Service only - Not Applicable

3. Is your product recyclable after it has reached its intended end use?

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: Service only - Not Applicable

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Jonathan Tucker, Director of Sales

E-Mail: Jonathan.Tucker@Cox.com

# INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

COX COMMUNICATONS GULF COAST, LLC

Respondent's Company Name

  
Authorized Signature – Manual

3405 MCLEMORE DR, PENSACOLA, FL 32514

Physical Address

JONATHAN TUCKER

Authorized Signature – Typed

SAME AS ABOVE

Mailing Address

DIRECTOR OF SALES

Title

850-393-5478

Phone Number

877-873-7044

FAX Number

850-393-5478

Cellular Number

866-272-5111

After-Hours Number(s)

6/13/17  
Date

**LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

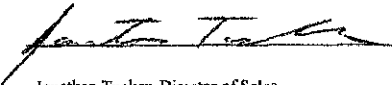
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Cox Communications Gulf Coast, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official  
Jonathan Tucker, Director of Sales Name and Title of Contractor's Authorized Official  
8/13/17 Date

**COMPANY DATA**

Respondent's Company Name: COX COMMUNICATIONS GULF COAST, LLC

Physical Address & Phone #: 3405 MCLEMORE DRIVE

PENSACOLA, FLORIDA 32514

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person (Typed-Printed): CAROL KNIGHT

Phone #: 850-393-5478

Cell #: 850-393-5478

Federal ID or SS #: 58-2487625

Respondent's License #: N/A

Fax #: 877-873-7044

Emergency #'s After Hours,  
Weekends & Holidays: 866-272-5111



**ADDENDUM ACKNOWLEDGEMENT**

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

**ADDENDUM NO.** \_\_\_\_\_ **DATE** \_\_\_\_\_

NO ADDENDUMS POSTED 06/13/2017  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

**ANTI-COLLUSION STATEMENT:** The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

COX COMMUNICATIONS GULF COAST, LLC  
Bidder's Company Name

3405 MCLEMORE DR

PENSACOLA, FL 32514  
Address

850-393-5478  
Phone #

58-2487625  
Federal ID # or SS #

  
Authorized Signature – Manual

JONATHAN TUCKER  
Authorized Signature – Typed

DIRECTOR OF SALES  
Title

877-873-7044  
Fax #

**BID SHEET**

**Date Submitted:** 06/14/2017

**BID#: RFB IT 68-17**

**BID TITLE: PRI for Inbound/Outbound Phone Calls**

**TOTAL BID PRICE FOR MONTHLY RECURRING CHARGES (MRC): \$ 1960.00**

**TOTAL BID PRICE FOR NON-RECURRING CHARGES (NRC): \$ None**

**REMARKS**

Total Bid Price includes all seven (7) Locations plus 1400 DIDs. Taxes and Fees not included.

Per location monthly recurring charge is \$280.00 (includes 200 DIDs per location, Network Interface Fee and Access Recovery Fee. Other taxes and fees may apply.

- 1250 Miracle Strip Pkwy, Ft Walton Beach
- 302 N. Wilson Street, Crestview
- 1804 Lewis turner Blvd., Ft Walton Beach
- 1701 Hwy 85 N., Eglin AFB (Airport)
- 90 College Blvd. East, Niceville
- 1940 Lewis Turner Blvd., Ft Walton Beach
- 602A North Pearl Street, Crestview

## **Appendix**

Exhibit 1: Cox Business PRI Trunk Services Product Brief

# Cox Business PRI Trunk Services

Reliable. Scalable. Effective business voice telecommunications services.

With Cox Business PRI Trunk Service, your business receives a reliable, flexible, efficient telecommunications solution that can be used inside or outside of the office. And when you enhance your PRI Trunk service with Cox's Personal Mobility option, all of the traditional trunk voice features are available to you, plus you have the added benefit of keeping your employees even more accessible to you and your customers.



**Personal Mobility** Your employees receive greater flexibility to communicate with customers, suppliers and partners with Personal Mobility. This service is available at any place or time and is accessible through individual portals on the Cox Business My Account website. Your business can:

- Appear as though you are working from the office regardless of your location when you activate **Remote Office**.
- Utilize **Click to Dial, Call Logs, Voice Conferencing** and more from a downloadable toolbar for your desktop.
- Enable your office number to ring your office, wireless and home phones at the same time by using **Simultaneous Ring**.
- Activate a Find Me/Follow Me capability that enables a call to be routed through a list of phone numbers that you define with a **Sequential Ring** feature.

**Business Trunk Continuity** is a mission-critical capability that enables your business to operate even during service disruptions that affect your PBX.

It is enabled by two key features:

- **Call Forwarding Always** is a customer administrator controlled feature that redirects calls from your primary location to a secondary location in the event that you need to vacate your building or you have to close due to inclement weather. This feature can be activated remotely.
- **Unreachable Destination** provides 24/7 disaster recovery protection in the event that your PBX becomes inaccessible. This means that when customers cannot reach your business, incoming calls are automatically routed to a predetermined phone number or location so you'll never miss an important call.

[coxbusiness.com](http://coxbusiness.com)





# Cox Business PRI Trunk Services

Personal Mobility and Business Trunk Group continuity options.

## Package Options

**Personal Mobility\***  
(available per DID user)

## Features

- Call Forwarding Always
- Call Forwarding Busy
- Call Forwarding No Answer
- Call Forwarding Not Reachable
- Remote Office
  - Work From Home
  - Work From Anywhere
- Simultaneous Ring
- Sequential Ring
- Voice Portal Calling
  - Remote Access to Call Forwarding
  - Change Your Personal Status Manager
  - Change Your PIN
- Desktop Toolbar
  - Click-to-Dial, Redial, Hold, Transfer, 3-Way Calling
  - Calling Line ID Delivery
  - Phone List (Personal, Group, Call Log)
  - Outlook Integration

**Business Trunk Group Continuity\*\***  
(available at the Trunk Group level)

## Features

- Call Forwarding Not Reachable
- Call Forwarding Always

**Cox Emergency Locator Service** This optional trunk solution stores specific location information for emergency responders, directing them to exactly where the call originates, and enabling you to provide a safer environment for your employees.

Cox Business Emergency Locator Service ensures that 911 calls and location information are accurately delivered – even if your business is a large and complex organization or has several locations, office building floors or sites, and.

- Improves emergency response time.
- Allows PBX users to deliver accurate e911 data
- Offers direct or Web-based data delivery options
- Assists in meeting applicable e911 regulations

\*Unlimited personal per DID user feature. PBX where available, does not conflict with PBX system feature functionality. \*\*Unlimited group level per trunk group feature. PBX does not conflict with PBX system feature functionality. Other restrictions may apply. Cox Business voice services are provided by Cox Telecom, LLC. All other services provided by Cox Business, a division of Cox Communications. For emergency information or address identification when dialing 911, please see <http://myul.com/pbxmq75>. ©2017 Cox Communications, Inc. All rights reserved. 0417.



Exhibit 2: Cox Business Voice Services SLA



**Cox Switched Digital/Interconnected VoIP (iVoIP) Voice Services  
Service Level Agreement**

I. **Scope.** This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement (“Agreement”) by and between Cox (Cox California Telecom, LLC), d/b/a Cox Business (“Cox”) and the undersigned Customer. Cox shall endeavor to meet the performance standards and service levels set forth in this SLA with respect to the Services provided to the undersigned Customer.

Cox Switched Digital/Interconnected VoIP (iVoIP) Voice Services include DS1, Primary Rate Interface ISDN, Session Initiation Protocol, and IP Centrex products.

A. **Network Availability.** The Cox network shall be available for use by Customer with the Services provided under the Agreement at least 99.9% of the available time (“Switch Availability”) if provided on fiber or 99.5% if provided on Coax. This parameter is calculated by dividing the number of minutes that the Services are available for Customer’s use by the total number of minutes in any consecutive twelve (12) month period and multiplying by 100. In calculating Network Availability, the reasons or causes set forth in Section A.3 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Availability. For example, if the Services experience an outage for One (1) day due to a Force Majeure (flood) event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Network Availability performance standard.

A.1. **Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA. A Service Interruption is a loss of Services or a degradation of signal to the Customer that adversely affects the ability of Customer to use the Services. A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (NOC) under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

A.2. **Service Interruption Credits for Network Availability.** A credit for Service Interruption is only available on Service Agreements with a term of one year or longer and is effective as of the first day of the second month after installation. A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The Credit Allowances will be calculated only with respect to the affected Services and not all charges under the Agreement. The credits listed below will not exceed the MRC of the affected Service. Customer may receive Service Interruption credits for a maximum of four

months in any 12 month period. The amount of the Credit Allowances shall be as follows:

<u>Fiber Transport</u>	
<i>Services Interruption Length</i>	<i>Credit</i>
< 30 minutes, continuous	None
30 minutes to 1 hour, continuous	1/30 of monthly recurring charge (MRC) due for the applicable month
> 1 hour, continuous	1/30 of MRC due for the applicable month for each day or portion thereof
<u>Coax Transport</u>	
<i>Services Interruption Length</i>	<i>Credit</i>
> 4 hours, continuous	1/30 of the MRC due for the applicable month for each day or portion thereof
<u>Type II Service</u>	
<i>Services Interruption Length</i>	<i>Credit</i>
< 4 hours, continuous	None
> 4 hours, continuous	1/30 of MRC due for the applicable month for each day or portion thereof

Cox Business shall provide Credit Allowances no later than 60 days from date of Service Interruption.

A.3. **Exceptions to Credit Allowance.** Credit Allowances shall not be provided for Service Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox ACC Local Exchange Service Tariff, Section 2.5.6; (vi) caused by a loss of service or failure of the Customer’s internal wiring or other customer equipment; or (vii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party’s facilities or equipment; or (v) delays in obtaining permit or other approvals from governmental authorities for construction or Services provisioning. Credit Allowances for Service Interruptions shall not be provided if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good





financial standing with Cox. In no event shall Customer receive more than one month's MRC as credit for Service Interruptions or outages in any thirty (30) day period regardless of the number of Service Interruptions or outages.

**A.4. Type II Maintenance.** If Service is provided over Type II facilities, Cox will use reasonable efforts to notify Customer of Type II Carrier scheduled maintenance. Because Cox cannot control such maintenance windows, Type II facility maintenance may occur at times that are not always convenient to Customer. Except as provided in this SLA, Cox will not be liable to Customer for outages.

**A.5. Major Outage.** If two (2) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than twelve (12) consecutive hours, ("Major Outage") other than as a result of the causes set forth in Section I.A.4 and I.A.5 above, Customer may terminate this Agreement without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section I.A.5. Within thirty (30) days of the occurrence of the 2<sup>nd</sup> Major Outage, Customer shall notify Cox in writing of its election to terminate this Agreement and this Agreement shall terminate upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 2<sup>nd</sup> Major Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate this Agreement under this Section I.A.5 until the occurrence of a subsequent Major Outage, if any. Upon termination under this Section I.A.5, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement. If Service is provided over Type II facilities, a Major Outage is defined as 6 or more outages over any calendar month or more than 48 aggregate hours of outages other than as a result of the causes set forth in Section I.A.3 and I.A.4 above. For Type II Services, Customer must notify Cox, in writing, within forty five (45) days of their intention to terminate the Service.

**II. Trouble Reports.** Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages, or Service Interruptions. Customer shall call Trouble Reports to 800-548-4070. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox. In the event Cox receives a Trouble Report from Customer, Cox shall respond to the Trouble Report within the following time frames as described below:

**A. Service Response and Resolution.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within 30 minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is 4 hours. If the Trouble Report is the result of a coax or fiber optic cable failure, the maximum restoration time is 8 hours. For Type II Services, Service Response and Resolution will be subject to the SLAs provided by the Type II Carrier.

**Business\***

**A.1. Trouble Report Service Level.** Cox will endeavor to achieve at least 95% Trouble Reports Cured Timely per calendar month. This parameter is calculated by dividing the total number of Trouble Reports from Customer within a month that are cured by Cox within the windows set forth above by the total number of Trouble Reports received by Cox from Customer in the month and multiplying by 100. If Cox fails to meet the 95% Trouble Cure Report standard in any month during the term of the Agreement, Customer shall be entitled to One (1) month's MRC for any affected Service. This standard shall not apply to Trouble Reports connected to or due to the following: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox Equipment; (iv) caused by fiber optic cable cuts on the Customer's property which are not the fault of Cox; (v) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; or (vi) due to Force Majeure events.

### III. Service Installation Intervals.

**A. Service Installation and Availability.** Cox shall endeavor to install provision and make the Services available for Customer's use within ten (10) business days of the Committed Service Date set forth in the Customer Service Agreement. Service availability shall mean that Cox has completed its obligations to install the Cox equipment and facilities set forth in the Agreement necessary to provide Customer the Services.

**A.1. Installation Credit.** Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the Committed Service Date. In this event, Customer will be entitled to an Installation Delay Credit of an amount equal to the nonrecurring charge (NRC) or one month's MRC of that portion of the Service which was unavailable, whichever is less. Because Cox does not directly control the installation of Type II Services, no Credit Allowance will be issued/allowed for installation delays for Type II Services.

**A.2. Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

Unless otherwise expressly agreed in writing by an authorized Cox Business representative, the service levels and outage credits set forth in this Service Level Agreement constitute customers' sole and exclusive remedy with respect to any interruption, degradation, or cessation of Service and supersedes any and all prior agreements, promises, understandings, statements, representations or warranties of any kind charges.

Cox Response to RFB IT 68-17 – PRI for Inbound/Outbound Phone Lines



By signing below, Customer and Cox agree to the terms and conditions of this Service Level Agreement.

Customer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Cox: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





## Cox Response to RFB IT 68-17 – PRI for Inbound/Outbound Phone Lines

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, non-recurring 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 non-recurring 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.