

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/09/2022

Contract/Lease Control #: C17-2510-IT

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: CENTURYLINK COMMUNICATIONS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/01/2022

Expiration Date: 01/31/2023

Description of: INTERNET SERVICE

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:	<u>CN-2510-ET</u>	Tracking Number:	<u>4501-22</u>
Procurement/Contractor/Lessee Name:	<u>County Clerk</u>	Grant Funded: YES	<input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/>
Purpose:	<u>renewal</u>		
Date/Term:	<u>1-31-2023</u>	1. <input type="checkbox"/> GREATER THAN \$100,000	
Department #:	<u>0114</u>	2. <input type="checkbox"/> GREATER THAN \$50,000	
Account #:	<u>541010</u>	3. <input checked="" type="checkbox"/> \$50,000 OR LESS	
Amount:	<u>25,920 year</u>		
Department:	<u>ST</u>	Dept. Monitor Name:	<u>Sambenodullo</u>

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
<u>DeRita Mason</u>	Date: <u>1-25-22</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)	
Approved as written:	Grant Name: _____
<u>no federal bid</u>	Date: _____
Grants Coordinator	Suzanne Ulloa

Risk Management Review	
Approved as written:	Date: <u>1-25-22</u>
<u>see email attached</u>	
Risk Manager or designee	Kristina LoFria

County Attorney Review	
Approved as written:	Date: <u>7-8-2022</u>
<u>see email attached</u>	
County Attorney	Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review	
Approved as written:	Date: _____

IT Review (if applicable)	
Approved as written:	Date: _____



SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: 01/06/2022

PR No:

Requestor: Dan Sambenedetto

Phone No: 850-651-7570

Department/Division: Information Technology

Item Description: CenturyLink Centrex Analog Service

Vendor: CenturyLink

Vendor's Address: 665 Lexington Ave., Mailstop: OHMANLB0107, Mansfield, OH 44907

Vendor's Telephone No: 334-399-6812

Point of Contact: Patrick Hancock

**Single Source
Justification:**
(attach additional docs if any)

No other company offers Analog (Copper Analog) without extensive cost and time to complete. Another company would have to charge us to extend their service to locations where we need it, as well as other extra charges. It simply would not be cost effective to go with another company.

Check One:

☐

The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (attach emergency condition documentation)

☐

Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

☐

The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

☒

Other, additional justification required (continue on blank page as needed)


Director
Department of Information Technology
Duval County Florida

Digitally signed by Dan
Sambenedetto
Date: 2022.01.07 08:17:40 -06'00'

**Requesting Department Director Signature (or
authorized Designee)**

Date

REVIEW BY OMB AND PURCHASING

Approved: ☒

OMB and Purchasing Department Comments:

Denied: ☐

Faye Douglas

Digitally signed by Faye Douglas
Date: 2022.01.11 08:33:28 -06'00'

OMB Director Signature

Date

DeRita Mason

From: Kristina LoFria
Sent: Tuesday, January 25, 2022 2:31 PM
To: DeRita Mason
Subject: RE: C17-2510-IT Renewal

DeRita,

Good afternoon, this is approved by Risk.

Thank you

Kristy LoFria

Public Records & Contract Specialist
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

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: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, January 25, 2022 12:58 PM
To: Kerry Parsons <kparsons@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: FW: C17-2510-IT Renewal

Good morning,
Please review and approve the attached.
We did receive a new sole source form for the next 12 months.

DeRita Mason

From: Lynn Hoshihara
Sent: Monday, February 7, 2022 12:16 PM
To: DeRita Mason
Subject: Re: C17-2510-IT Renewal

This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Tuesday, January 25, 2022 1:57:56 PM
To: Kerry Parsons
Cc: Lynn Hoshihara; Kristina LoFria
Subject: FW: C17-2510-IT Renewal

Good morning,
Please review and approve the attached.
We did receive a new sole source form for the next 12 months.

Thank you,

DeRita Mason



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



Renewal Order Form

Customer Name: Okaloosa County
BusOrg ID: 3-A72246
Transaction ID: 129776-12-01
Requestor: Hancock, Jimmy (Patrick)

CONTRACT: C17-2510-IT
CENTURYLINK COMMUNICATIONS, LLC
INTERNET SERVICE
EXPIRES: 01/31/2023

OMR:

Billing Account Number: 5-7GJ71B1J

Currency: USD

A Location Address (SCID)	Z Location Address (SCID)	Line Item Description	Product	PIID	SCID	Current Pricing Term Expiration	New Pricing Term Length (Months)	On Net/ Off Net	Current Burstable	New Burstable	Current MRC	New MRC
602 N PEARL ST, CRESTVIEW, FL, UNITED STATES, 32536		1000 Mbps Internet IQ Port	WAN	ETH1000- 22844135	IQ19974630	06-Oct-18	12				\$1,115.00	\$1,059.25



Summary of Monthly Recurring Charges

Billing Account Number: 5-7GJ71B1J

Currency:	USD
Total New MRC:	\$1,984.25
Total Savings:	\$55.75
Total Savings (%):	2.73 %



1. "Lumen" is defined for purposes of this renewal Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this renewal Order. This confidential renewal Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in Section 2. Customer places this renewal Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this renewal Order and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified. The Services identified in this renewal Order are renewed subject to the service agreement(s) and applicable Service Exhibit(s)/Service Schedule(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate service agreement) governing the Service(s) during their current Service Term ("Existing Agreement"), to the extent not in conflict with these terms. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen early termination liability charges equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement.
2. Customer-signed renewal Order must be received and processed by Lumen at least 15 calendar days prior to the start of the next full invoice cycle for the rates and new Service Term to be effective on that following invoice. Otherwise, rates and new Service Term will be effective as of the second full monthly invoice for such Services following receipt by Lumen. Acceptance of this renewal Order will be evidenced by Lumen's implementation of rates or new Service Term set forth in this renewal Order. Until Lumen accepts this renewal Order, Customer's pricing for existing Services will continue to be governed by the Existing Agreement, and Customer will pay any charges that are accrued but unpaid under the Existing Agreement.
3. Your existing service configurations (e.g., bandwidth, port type, seat type, and maintenance option) will remain the same, and Lumen's internal records will control for purposes of determining your configurations. The Lumen entity providing Services is identified on the invoice. The minimum service periods for existing Services will not carry forward.
4. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this renewal Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
5. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.
6. Rates and charges for Service elements not identified appear in the applicable terms and conditions. If the Existing Agreement does not allow for rates to be set forth in a quote, this renewal Order amends the Existing Agreement to include Lumen-approved signed quotes as a method to order the Services listed above.
7. During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification.
8. During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges described in Section 1. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

LUMEN®

Customer Name: Jeffrey A Hyde - Purchasing Manager

Customer Signature: Jeffrey A Hyde

Date: 02/09/22

Renewal Pricing Expires On:

25-Apr-22