

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 04/04/2025

Contract/Agreement Vendor: VIP Voice Services, LLC & Colby Cook
Name of Vendor & Contact Person

colby@viptsg.com
Vendor Email Address

Technology
Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

District
Reason/Audience to benefit

04/14/2025 \$ 183,960.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Ali Shehada

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin:

Cabinet Team Member:

Funding Source: General
Fund/Project OCAS Coding

☒ **Consent**

☐ **Action**

Accept and approve the NEW agreement between Broken Arrow Public Schools and VIP Voice Services, LLC for the District phone numbers and dial-up tone - SIP Trunk Dial Tone Solution. This is a five (5) year agreement with services dates July 1, 2025 - June 30, 2030. This is year one (1) of five (5) of the agreement. \$183,960 will be paid in year one (1) of the agreement. This includes a one time charge for setup and implementation, of \$42,180 and \$11,815 per month. The total cost to the District will be \$751,080 over five (5) years, paid with General funds. / A.Bowser

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



We have prepared a quote for you

VIP Voice Services - Renewal & Adding SIP Trunks to (26) Sites

Quote # 012243

Version 4

Prepared for:

Broken Arrow Public Schools

Ali Shehada

ashehada@baschools.org



Monday, March 03, 2025

Broken Arrow Public Schools
Ali Shehada
701 S. Main St.
Broken Arrow, OK 74012
ashehada@baschools.org

Dear Ali,

Thank you for giving us this opportunity to present our proposal. VIP Voice Services is committed to working with you and providing unmatched customer service. The following solution was custom-built and includes the features and provisions listed below.

Service Start Date = 7/1/2025

Please review this quote to confirm our offer meets your business needs. There are no taxes, fees, or surcharges included in this proposal. Any unforeseen issues that arise during the installation, that is outside VIP's contracted scope of work, will be notified to the customer and billed on a time and material basis to rectify, fix or replace upon customer approval. If you have any questions or concerns regarding the proposal, please feel free to contact us. Otherwise, you may digitally sign this document to get the quote processed.

Colby Cook
Partner / Voice Services Executive Director
VIP Voice Services



Monthly Recurring Phone Service (60mo) - OPTION 1

Item	Description	Recurring	Qty	Ext. Recurring
	E911 Locations	\$5.00	33	\$165.00
	x1 @ Arrow Springs			
	x1 @ Arrowhead			
	x1 @ Aspen Creek			
	x1 @ BAFA			
	x1 @ BAHs			
	x1 @ Centennial MS			
	x1 @ Central on Main			
	x1 @ Child Nutrition			
	x1 @ Country Lane Intermediate			
	x1 @ Country Lane Primary			
	x1 @ Creekwood			
	x1 @ Ernest Childers MS			
	x1 @ ESC			
	x1 @ Highland Park			
	x1 @ Kirkland			
	x1 @ Leisure Park			
	x1 @ Liberty			
	x1 @ Lynn Wood			
	x1 @ Maintenance & Transportation			
	x1 @ Oak Crest			
	x1 @ Oliver MS			
	x1 @ Oneta Ridge MS			
	x1 @ Options Academy			
	x1 @ Park Lane			
	x1 @ Rhoades			
	x1 @ Rosewood			
	x1 @ Sequoyah MS			
	x1 @ Spring Creek			
	x1 @ Timber Ridge			
	x1 @ Vandever			
	x1 @ Vanguard			
	x1 @ Warehouse			
	x1 @ Wolf Creek			



Monthly Recurring Phone Service (60mo) - OPTION 1

Item	Description	Recurring	Qty	Ext. Recurring
	SIP Trunk Call Path	\$18.00	444	\$7,992.00
	x10 @ Arrow Springs			
	x10 @ Arrowhead			
	x10 @ Aspen Creek			
	x23 @ BAFA			
	x46 @ BAHS			
	x10 @ Centennial MS			
	x23 @ Central on Main			
	x10 @ Child Nutrition			
	x10 @ Country Lane Intermediate			
	x23 @ Country Lane Primary			
	x10 @ Creekwood			
	x10 @ Ernest Childers MS			
	x23 @ ESC			
	x10 @ Highland Park			
	x10 @ Kirkland			
	x10 @ Leisure Park			
	x10 @ Liberty			
	x10 @ Lynn Wood			
	x23 @ Maintenance & Transportation			
	x10 @ Oak Crest			
	x10 @ Oliver MS			
	x23 @ Oneta Ridge MS			
	x10 @ Options Academy			
	x10 @ Park Lane			
	x10 @ Rhoades			
	x10 @ Rosewood			
	x10 @ Sequoyah MS			
	x10 @ Spring Creek			
	x10 @ Timber Ridge			
	x10 @ Vandever			
	x10 @ Vanguard			
	x10 @ Warehouse			
	x10 @ Wolf Creek			
	Local DID	\$0.50	1376	\$688.00



Monthly Recurring Phone Service (60mo) - OPTION 1

Item	Description	Recurring	Qty	Ext. Recurring
	EM6000-LTE Router +C2E Bundle	\$90.00	33	\$2,970.00
	x1 @ Arrow Springs			
	x1 @ Arrowhead			
	x1 @ Aspen Creek			
	x1 @ BAFA			
	x1 @ BAHS			
	x1 @ Centennial MS			
	x1 @ Central on Main			
	x1 @ Child Nutrition			
	x1 @ Country Lane Intermediate			
	x1 @ Country Lane Primary			
	x1 @ Creekwood			
	x1 @ Ernest Childers MS			
	x1 @ ESC			
	x1 @ Highland Park			
	x1 @ Kirkland			
	x1 @ Leisure Park			
	x1 @ Liberty			
	x1 @ Lynn Wood			
	x1 @ Maintenance & Transportation			
	x1 @ Oak Crest			
	x1 @ Oliver MS			
	x1 @ Oneta Ridge MS			
	x1 @ Options Academy			
	x1 @ Park Lane			
	x1 @ Rhoades			
	x1 @ Rosewood			
	x1 @ Sequoyah MS			
	x1 @ Spring Creek			
	x1 @ Timber Ridge			
	x1 @ Vandever			
	x1 @ Vanguard			
	x1 @ Warehouse			
	x1 @ Wolf Creek			
	-----Cloud2Edge License		33	
	-----EM 6000-LTE Router - IP Handoff (60mo - see separate rental agreement)		33	

Recurring Subtotal: **\$11,815.00**

Customer Upfront Purchase - OPTION 1

Item	Description	Price	Qty	Ext. Price
	Avaya IP Office SIP Trunk Licensing (26 Sites)	\$95.00	444	\$42,180.00

Subtotal: **\$42,180.00**



Terms & Conditions (60mo)

Item	Description	Price	Qty	Ext. Price
TERMS AND CONDITIONS				
<u>CONTRACT AND APPENDIX REFERENCES</u>				
<p>This agreement between VIP Voice Services, LLC (may also be referenced hereinafter as "Provider") and the customer (hereinafter referred to as "Customer") referenced in the attached quote is related to the services provided by VIP Voice Services, LLC. Said services are described and outlined in the attached quote(s) and furthermore referenced as Appendix A of the Contract (Appendix B, C, D, etc. if applicable). Said quote(s) and appendices shall define the pricing structure and billing cycles for services rendered to Customer by VIP Voice Services, LLC. The combination of the terms and conditions set forth in this document, all Terms and Conditions available on Provider's website (vipsq.com/terms-and-conditions), and attached appendices and supplemental attachments shall collectively constitute the Contract ("Contract").</p>				
<u>CONTRACT TERMS & OTHER CONDITIONS</u>				
<p>The initial term length of this Contract is 60 months ("Initial Contract Term") and shall commence on the date all billable services outlined in the Contract are activated for Customer use ("Contract Commencement"). The Contract will automatically renew at the end of the Initial Contract Term and on the anniversary date of the Contract Commencement, and all subsequent Renewal Terms, for a 12-month period ("Renewal Term(s)"). All equipment provided by VIP Voice Services as part of the services outlined in the Contract will remain property of VIP Voice Services throughout the Initial Contract Term and all subsequent Renewal Terms. Should either party decide to terminate this Contract, Customer agrees to return said equipment to VIP Voice Services in good working condition. The Customer also agrees to replace any damaged, lost, or stolen equipment at the Customer's expense and that all billable services for the affected equipment will remain active until such is satisfactory to VIP Voice Services. Early termination by the Customer during the Initial Contract Term, or any subsequent Renewal Terms, will result in the full balance of the remaining months, in said Term, becoming due at the time of termination notice. If there are any unpaid balances against this Contract from billing periods prior to termination notice, those unpaid balances must be paid in full for termination request to be completed and billable services disconnected. Termination of this Contract, at any point during the Initial Contract Term or in any subsequent Renewal Terms, requires a written 30-day notice from the Customer to VIP Voice Services. Notice may be sent via email to contracts@vipvoiceservices.com or via US Mail to PO Box 1117, Coweta, OK 74429.</p>				



VIP Voice Services - Renewal & Adding SIP Trunks to (26) Sites

Prepared by:

VIP Voice Services

Colby Cook
918-279-7033
Fax 9182797096
colby@viptsg.com

Prepared for:

Broken Arrow Public Schools

701 S. Main St.
Broken Arrow, OK 74012
Ali Shehada
ashehada@baschools.org
(918) 259-7467

Quote Information:

Quote #: 012243

Version: 4

Delivery Date: 03/03/2025

Expiration Date: 07/15/2025

Quote Summary

Description	Amount
Customer Upfront Purchase - OPTION 1	\$42,180.00
Total: \$42,180.00	

Recurring Expenses Summary

Description	Amount
Monthly Recurring Phone Service (60mo) - OPTION 1	\$11,815.00
Recurring Total: \$11,815.00	

Taxes, shipping, handling and other fees may apply. Prices in the Quotation are excluding sales tax, any other taxes, fees, or duties. All applicable taxes will be assessed at time of invoicing. We reserve the right to cancel orders arising from pricing or other errors. Terms & Conditions for Voice, Internet and Rental Agreement Documentation when applicable, must be signed along with the 1st Months payment to complete the order process. Any unforeseen issues that arise during the installation, that is outside VIP's contracted scope of work, will be notified to the customer and billed on a time and material basis to rectify, fix or replace upon customer approval.

Signature _____

Date _____

AGREEMENT



AGREEMENT NO.: 2015171

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Broken Arrow Public Schools**

ADDRESS: **701 S Main St**

Broken Arrow, OK 74012-5528

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

33 - EM-6000 WITH 4G LTE: GIG ETHERNET Cloud2Edge

Includes upgrade of agreement #016-1557597-000

EQUIPMENT LOCATION: **As Stated Above**

TERM IN MONTHS: **60**

TOTAL MONTHLY PAYMENT AMOUNT*: **\$1,485.00** ("PLUS TAX")

ADVANCE PAYMENT*: **\$1,485.00**

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE" "US" "OUR")

VIP Voice Services

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

12149 S State Highway 51 Coweta, OK 74429-7114

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. The Total Monthly Payment Amount stated on the face of this Agreement consists of an amount payable to us under the terms of this Agreement (the "Equipment Payment") and the initial amount payable to us under a separate statement of work, IT service agreement or other arrangement for network and/or software support services, equipment maintenance and/or professional IT services relating to your IT network (the "Service Payment"). The initial Service Payment is 34.13% of the Total Monthly Payment Amount. We will invoice you for the Total Monthly Payment Amount on one invoice for your convenience. If the amount of the Service Payment is adjusted during the term of this Agreement in accordance with your statement of work or IT service agreement, we will invoice you for the updated Service Payment after the effective date of such adjustment. You will look solely to us for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature or (b) the copy of this Agreement executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between VIP Voice Services ("we", "us", "our") and Broken Arrow Public Schools ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 2015171 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)

X

SIGNATURE

PRINT NAME & TITLE

DATE

OUR SIGNATURE

VIP Voice Services



SIGNATURE

Colby Cook

PRINT NAME & TITLE

DATE