

**BROKEN ARROW PUBLIC SCHOOLS**  
*Educating Today*  *Leading Tomorrow*

Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 02/15/2024

Contract/Agreement Vendor:

Name of Vendor & Contact Person

Vendor Email Address

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.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO  YES  NO

If yes, Technology Admin:

Cabinet Team Member:

Funding Source:

Fund/Project OCAS Coding

**Consent**

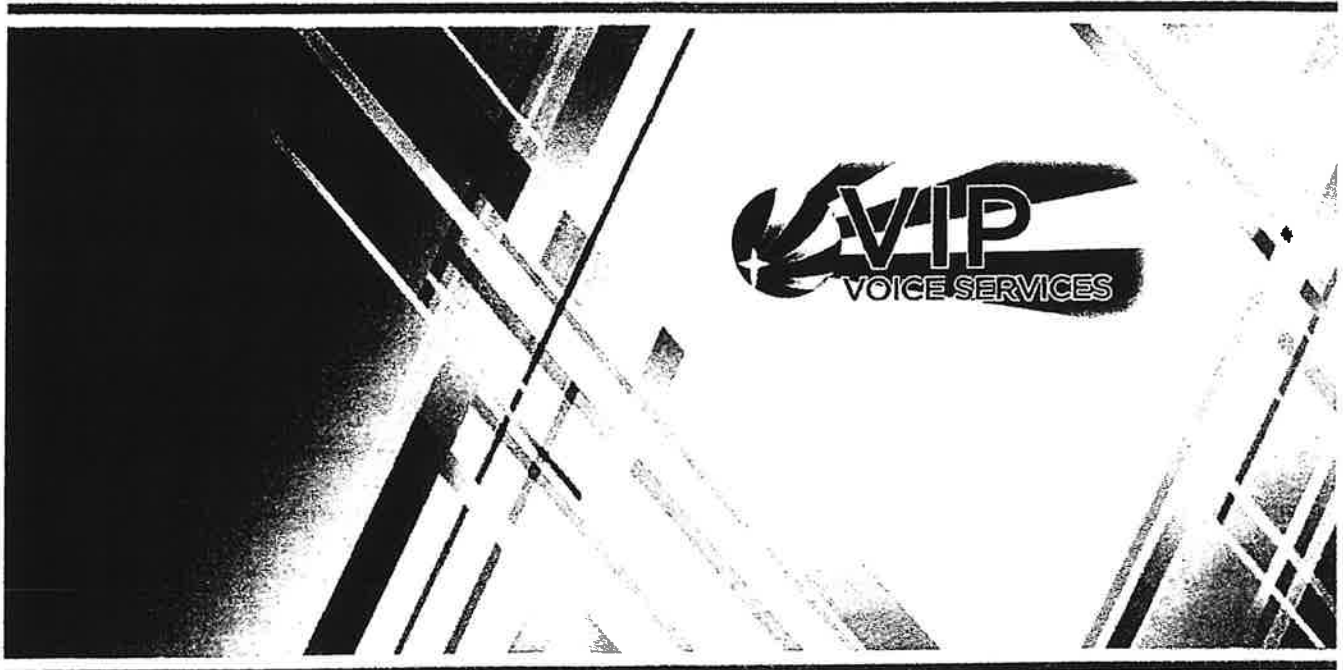
**Action**

**Summary**

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and VIP Voice Services, providing the District phone numbers dial-up tone - SIP Trunk Dial Tone Solution, a 60 month agreement (10/08/20-10/08/25). This is the fourth year of the five year multi-year agreement. Monthly service cost will be \$8,500. Total cost to the district is \$510,000 and will be paid from General funds. / A. Bowser

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 - SIP Trunk Dial Tone Solution**

Quote # 006484  
Version 1

Prepared for:

**Broken Arrow Public Schools**

Ashley Bowser  
agbowser@baschools.org

PO Box 1117  
Coweta, OK 74429  
http://www.vipvoiceservices.com  
(918) 279-7001



## VIP Voice Services - SIP Trunk Dial Tone Solution

**Prepared by:**

VIP Technology Solutions Group, LLC  
Colby Cook  
918-279-7033  
Fax (918) 279-7096  
colby@viptsg.com

**Prepared for:**

Broken Arrow Public Schools  
701 S. Main St.  
Broken Arrow, OK 74012  
Ashley Bowser  
agbowser@baschools.org  
(918) 259-5781

**Quote Information:**

Quote #: 006484  
Version: 1  
Delivery Date: 05/29/2020  
Expiration Date: 06/05/2020

### Recurring Expenses Summary

Description	Amount
SIP Dial Tone with EaaS - 60mo	\$8,500.00

Recurring Total: \$8,500.00

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

**Additional 911/E911 information for VIP Voice Services digital phone service Customers:**

If you do not provide the correct address when you register for the services or if you relocate your VIP Voice Services EMTA Equipment to a new address and do not register the new address with VIP Voice Services, 911/E911 may fail in two ways: (i) 911/E911 calls may be misdirected to the wrong emergency authorities, and (ii) emergency authorities will be given the wrong address for the origin of your E911 calls. Do not relocate the VIP Voice Services EMTA Equipment for any reason without contacting VIP Voice Services Communications and following the procedures outlined in the section describing VIP Voice Services EMTA Equipment.

During service outage, service suspension, power failure or disruption, 911/E911 will not function in the event of a power failure that extends beyond exhaustion of the VIP Voice Services EMTA Equipment battery or other disruption in service, such as termination or suspension of your account or service by VIP Voice Services for nonpayment or your breach of the Agreement.

**ADVANCE PAYMENTS**

When applying for service, you will be required to make advanced payments of recurring and non-recurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by VIP Voice Services. In addition, where special construction is involved, advanced payments of the quoted construction charges will be required at the time of application. Service may be denied or discontinued for failure to furnish advanced payments.

**PRE-INSTALLATION CANCELLATION FEE**

If customer denies service from VIP after contracts have been signed, prior to installation of product, services and hardware, there will be a \$250 fee assessed for contract cancellation.

**CANCELLATION OF SERVICE BY CUSTOMER**

After all product, services and hardware is delivered onsite, If the customer cancels service for any reason, the customer hereby agrees to Fund the Contract term respect to which any representation given in connection with this Program or any provision contained in this Agreement of the Funded Contract. The buyout contract shall be VIP's net services/hardware agreement unpaid balance then due, plus all future payments contemplated within the transaction including equipment residual, plus all taxes due or accrued and out-of-pocket expenses incurred in connection with any collections efforts, including but not limited to reasonable attorney's fees and legal costs arising in any legal action, whether by or against VIP, and all expenses of retaking, storing, restoring and remarketing the equipment, if any.

**NUMBER PORTABILITY**

At your request, VIP Voice Services will "port," or transfer, your current telephone number upon transferring service from another carrier in the same service area. You must have the previous carrier's balance paid in full in order to port your number. It is not necessary to change telephone numbers when transferring service, unless you request a new telephone number.

**CUSTOMER PAYMENT OF BILL**

You are responsible for payment of all charges for services furnished by VIP Voice Services that appear on your monthly bill, including charges for telecommunications services originated and/or charges accepted at your telephone. Bills for local exchange service will normally be rendered monthly, will show the period of time covered by the billings, the bill due date, and a clear listing of all charges due and payable. Recurring charges will be billed monthly, in advance of the month in which service is provided, except for usage sensitive charges, which will be billed monthly for the preceding billing period. Bills are due by the close of business on the payment due date printed on your bill. If the due date shown on the bill falls on a holiday or weekend, the due date is extended to the next business day. VIP Voice Services will impose a late payment fee to any payment that is not received by the due date on the bill.

**ADMINISTRATIVE FEES**

VIP Voice Services reserves the right to impose on its customer's reasonable administrative fees in order to safeguard interests in providing service to the general public, and as a result of failure to make prompt payment on bills.



AGREEMENT

VOICE SERVICES

AGREEMENT NO.: 1557597

**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

**7 APC Back-UPS ES 600VA, 120V, 1 USB charging port**

**7 X1008 SMART WEB MANAGED SWITCH**

**Cabling**

**1 Adtran TA 908E GEN3, 30 CH W-LIF**

**6 ADTRAN TA 904.2ND GEN**

EQUIPMENT LOCATION: **As Stated Above**

TERM IN MONTHS: **60**

TOTAL MONTHLY PAYMENT AMOUNT\*: **\$8,500.00** (\*PLUS TAX)

ADVANCE PAYMENT\*: **\$8,500.00**

**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)

CUSTOMER

SIGNATURE

*Ashley Bruner*

PRINT NAME & TITLE

*Chief Telephony*  
*Official Co-2-20*

DATE

**OWNER ("WE", "US", "OUR")**

**VIP Voice Services**

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

12149 S State Highway 51 Coweta, OK 74429-7114

**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 1557597 ("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.

<b>GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE</b>		
(As Stated Above)		
	SIGNATURE	PRINT NAME & TITLE
		DATE
		6-1-20
<b>OUR SIGNATURE</b>		
VIP Voice Services		
	SIGNATURE	PRINT NAME & TITLE
		DATE