

July 11, 2023

Hello,

We need to have the school board sign the updated Involta service order.

The first one they signed was for 36 months. They made an error and it should have been for 60 months.

I have attached the first signed copy (36 Month) and also the new copy for 60 months.

Please have them sign the 60 month copy.

Thank you,

Coleen Nordwall

INDEPENDENT SCHOOL DISTRICT NO. 709  
Duluth Public Schools  
4316 Rice Lake Rd Suite 108  
Duluth, Minnesota 55811  
218.336.8738

**MEMORANDUM**

**TO:** Simone Zunich, Executive Director of Business Services  
**FROM:** Cathy Holman, Purchasing Coordinator  
**SUBJECT:** BID – 1307 Data Center Colocation Services  
**DATE:** December 2, 2022

Bids for Data Center Colocation Services were advertised in the Duluth News Tribune and sent to four (4) providers of computer and information technology support and service.

One response was received from Involta.

Bart Smith, Manager of Technology and this department reviewed the response.

It is recommended that the proposal as submitted by Involta for the five (5) year maximum bid amount of **\$534,480** be accepted. They anticipate our five (5) year cost will be less than half at \$199,260, but would need to award this bid for the maximum amount of **\$534,480**.

We anticipate our five (5) year cost will be less than half at \$199,260 but need to award this bid for the maximum amount of **\$534,480**.

The pricing breakdown for services is listed on the following page and reflects the pricing difference.

| Item Description         | Per Unit Non-Recurring Cost (NRC) | Per Unit Recurring Monthly Cost (MRC) | Maximum Units | Max MRC    | Max Bid Value | Anticipated Units | Anticipated MRC | Anticipated Bid Value | Notes                   |
|--------------------------|-----------------------------------|---------------------------------------|---------------|------------|---------------|-------------------|-----------------|-----------------------|-------------------------|
| Colocation Full Cabinet  | \$0.00                            | \$625.00                              | 4             | \$2,500.00 | \$150,000.00  | 3                 | \$1,875.00      | \$112,500.00          | Three (3) Cabinets      |
| Fiber Pair Cross Connect | \$0.00                            | \$111.00                              | 24            | \$2,664.00 | \$159,840.00  | 5                 | \$666.00        | \$39,960.00           | Five (5) Cross Connects |
| One (1) Kva of Power     | \$0.00                            | \$156.00                              | 24            | \$3,744.00 | \$224,640.00  | 6                 | \$780.00        | \$46,800.00           | Six (6) Kva of Power    |
| <b>Other Costs</b>       | \$0.00                            | \$0.00                                |               | \$0.00     | \$0.00        |                   | \$0.00          | \$0.00                |                         |
| <b>Total Costs</b>       |                                   |                                       |               | \$8,908.00 | \$534,480.00  |                   | \$3,321.00      | \$199,260.00          |                         |

# SERVICE ORDER MODIFICATION



## PREPARED FOR:

**Account Name** Duluth Public Schools - ISD  
709  
**Contact Name** Bart Smith  
**Billing Address** 4316 Rice Lake Road, Suite 10  
Duluth, Minnesota 55811

**MSA Number** MSA201505114570  
**Contract Term** 60 Months  
**Account Number** 0000004954

## Service Order Modification #

Q-00024396

**Proposal Name** Duluth Public Schools - ISD 709[  
]colo mod.  
**Date** 6/21/2023

**Account Manager** Jillian Martin  
**Phone**  
**Email** jmartin@involta.com

**This Service Order Modification (SOM) amends Service Order (SO) # Q-00022538**

## MODIFICATION TO SERVICES:

The following replace those in the Service Order for the Product listed below.

**Change Description:** **Cancelled** – quantity of existing services are being removed from existing service order.

**Incremented** – quantity of existing services are being added to existing service order. **New** – quantity of new services being added to existing service order.

| Change | QTY | Product Name             | Product Code                                       | UNIT PRICE                               | EXT PRICE |
|--------|-----|--------------------------|--|--|-----------|
|        | 2   | Colo Cabinet             | INV-CAB-General<br>Population-42-Duluth<br>6th Ave | 625.00                                   | 1,250.00  |
|        | 5   | Colo Power KVA           | INV-KVA-Duluth 6th<br>Ave                          | 156.00                                   | 780.00    |
|        | 5   | Fiber Pair Cross Connect | INV-XCON-FP-Duluth<br>6th Ave                      | 111.00                                   | 555.00    |
|        |     |                          |  | <b>Monthly<br/>Recurring<br/>Charges</b> | 2,585.00  |

| Change | QTY | Product Name             | Product Code                                       | UNIT PRICE                            | EXT PRICE |
|--------|-----|--------------------------|--|---------------------------------------|-----------|
|        | 2   | Colo Cabinet             | INV-CAB-General<br>Population-42-Duluth<br>6th Ave | 0.00                                  | 0.00      |
|        | 5   | Fiber Pair Cross Connect | INV-XCON-FP-Duluth<br>6th Ave                      | 0.00                                  | 0.00      |
|        |     |                          |  | <b>Non-<br/>Recurring<br/>Charges</b> | 0.00      |

# SERVICE ORDER MODIFICATION



**DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:**

## **TERMS & CONDITIONS:**

This Service Order Modification is incorporated into and made a part of the Service Order referenced above.

All provisions of the Service Order referenced above which are not modified by this Service Order Modification remain in full force and effect. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order Modification or, in the event no such Exhibit, or Exhibits, is attached, then as found at <http://sd.involta.com> , which, in either case, are incorporated here by this reference.

## **CONFIDENTIALITY:**

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

## **DISCLAIMER, ACKNOWLEDGEMENT, AND CONSENT:**

To the extent this Service Order includes Services which Client can unilaterally increase or decrease its consumption or usage (i.e. a "pay-as-you go" or "consumption-based" service delivery model or platform), Client agrees to pay Involta for the all fees and charges based upon the higher of the amount or level of Services ordered by Client or actually used or consumed by Client.

Client acknowledges that the use of any Services provided by a third-party provider (including, but not limited to, Microsoft Azure, AWS or Google) ("Third Party Providers") are at all times subject to said Third-Party Provider's initial and continuing acceptance of Client, any terms and conditions, any change in the terms and conditions, features or functionality, including the termination of certain offerings or functionality (the "Third Party Terms"). Involta will use commercially reasonable efforts to provide Client with advance notice of any changes or termination of certain offerings. Client agrees to be bound by, and comply with, all Third Party Terms. In the event of any change in Third Party Terms which has a materially adverse impact on Client, Client may elect to terminate the Services governed by such changed Third Party Terms, and the parties will cooperate to develop a transition plan. Any post termination retrieval of data is subject to the Third Party Provider's standard policy at the time of termination.

# SERVICE ORDER MODIFICATION



## ACCEPTANCE:

Each of the undersigned represents that the undersigned has:

- read and understands this SOM and has full power and authority to sign it;
- agrees and acknowledges that this SOM is incorporated into the MSA; and,
- signed this SOM effective as of 6/21/2023

|  |                            |
|--|----------------------------|
| <b>Customer (legal name):</b><br>Duluth Public Schools - ISD 709 | <b>Involta, LLC</b>        |
| <b>Individual signing:</b>                                       | <b>Individual signing:</b> |
| <b>Signature:</b>  | <b>Signature:</b>          |
| <b>Title:</b>  | <b>Title:</b>              |
| <b>Signing date:</b>   | <b>Signing date:</b>       |
| <b>Purchase Order #:</b>   |                            |

# SERVICE ORDER



## PREPARED FOR:

## SERVICE ORDER #

Q-00022538

**Account Name** Duluth Public Schools - ISD

**Proposal Name**

Duluth Public Schools - ISD  
709[ ]Colocation

**Contact Name** Bart Smith

**Date**

12/22/2022

**Billing Address** DSC Accounts Payable  
709 Portia Johnson Dr  
Duluth MN 55811

**MSA Number** MSA201505114570

**Contract Term** 36 Months

**Account Number** 0000004954

**Account Manager**

Jillian Martin

**Phone**

**Email**

jmartin@involta.com

ISD 709  
DULUTH PUBLIC SCHOOLS

FEB 28 2023

APPROVED BY  
THE SCHOOL BOARD

## I. SERVICES:

| QTY | Product Name             | Product Code   | UNIT PRICE                               | EXT PRICE |
|-----|--------------------------|--|--|-----------|
| 2   | Colo Cabinet             | INV-CAB-General<br>Population-42-Duluth<br>6 <sup>th</sup> Ave | 625.00                                   | 1,250.00  |
| 5   | Colo Power KVA           | INV-KVA-Duluth 6 <sup>th</sup> Ave                             | 156.00                                   | 780.00    |
| 5   | Fiber Pair Cross Connect | INV-XCON-FP-Duluth<br>6 <sup>th</sup> Ave                      | 111.00                                   | 555.00    |
|     |                          |  | <b>Monthly<br/>Recurring<br/>Charges</b> | 2,585.00  |

## II. DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:

A. Summary Overview of Services, if any:

B. Projected number of days from Signature Date on which Services listed are expected to begin, if different than the table in Section III below:

**SUPERIOR INFRASTRUCTURE • OPERATIONAL EXCELLENCE • PEOPLE WHO DELIVER**  
PO Box 1986 Cedar Rapids, IA 52406  
Phone 855-364-3061  
www.involta.com

# SERVICE ORDER



### III. PROJECTED SERVICE START DATE:

Subject to the availability of resources, including, but not limited to, people, facilities, travel and hardware lead times, for the Services in each of the categories listed under the column with the heading "Type of Service," unless a different number of days is stated in Section II above, the projected Service Start Date (defined below) for such Service is the number of days listed in the column with the heading "Days from Signature Date."

| Type of Service  | Days from Signature Date   |
|--|----------------------------|
| Single Product or Additions to Existing Managed Services                 | 15                         |
| Standard Managed Services  | 45                         |
| Standard Colocation  | 30                         |
| Third-Party Circuits   | 100                        |
| Migrations, Dedicated Infrastructure, Non-Standard Services & Consulting | As set forth in Section II |

### IV. TERM and TERMINATION:

- A. This Service Order is made effective as of the last date shown in the signature block below (the "Effective Date") and shall continue until the earlier of the end of the Term (defined below), or termination in accordance with this Service Order or the MSA.
- B. Each of the Services will begin on the earlier of (i) the date Involta provides written notice to Client at the email address in Section IX that each such Service is available, or (ii) 120 days after the dates projected on the table above, or in Section II above, as applicable (the "Service Start Date").
- C. Unless otherwise expressly set forth in Section II, the Services will begin on the earliest (first) Service Start Date, and unless terminated earlier as provided in this Service Order, will continue through the completion of that period of time stated above as the Contract Term following the latest (or last) Service Start Date (the "Initial Term").
- D. Unless terminated earlier as provided herein, upon expiration of the Initial Term (defined below), this Service Order shall be automatically renewed for a successive one (1) year terms at Involta's then-current list price, rates and fees, available upon request (each a "Renewal Term," and together with the Initial Term, referred to collectively as the "Term").
- E. Either party may terminate this Service Order at the end of the Initial Term by providing written notice to the other at least ninety (90) days prior to the end of the Initial Term. Either party may terminate this Service Order at the end of any Renewal Term by providing written notice to the other at least thirty (30) days prior to the end of any Renewal Term. This Service Order may be terminated for Cause, but not for convenience, by either party upon giving notice of termination in writing to the other party at least ninety (90) days in advance of termination. "Cause" means any material breach which remains uncured for a period of thirty (30) days following written notice describing the material breach. In the event Client terminates this Service Order for any reason other than for Cause, Client is responsible for payment of fees for the duration of the term stated

**SUPERIOR INFRASTRUCTURE • OPERATIONAL EXCELLENCE • PEOPLE WHO DELIVER**  
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**[www.involta.com](http://www.involta.com)**



# SERVICE ORDER



above. If Involta terminates this Service Order without Cause, Involta will refund any pre-paid monies on a pro-rated basis for services not rendered. If either party is in default of payment or breach of Agreement as provided in the MSA, then the provisions of the MSA will apply.

F. Client shall have the first right and option ("Option") to purchase up to two (2) additional twenty-four inch (24") wide cabinet spaces within their private caged area ("Option Space") at the Data Center, subject to the conditions set forth in this section. During the term of this Service Order, Involta may notify Client in writing (including email) ("Notice") of Involta's desire and intention to use some of the Option Space, up to and including all of the Option Space, as stated in the Notice ("Claimed Space"), to provide services to a third-party. Client shall have seventy-two (72) hours after the date of said Notice in which to exercise the Option for the Option Space, in writing (including email). If Client exercises its Option for the Claimed Space, the parties shall execute a Service Order for the Claimed Space on then-current terms and Involta's then-current rates quoted to such third-party, within ten (10) business days. If Client does not exercise its Option for the Claimed Space, Client's Option shall terminate with respect to the Claimed Space, and Involta shall be free to sell the Option Space to the third-party.

## V. INVOICING; PAYMENT TERMS:

- A. *Invoicing.* Except as expressly provided Section II above, Involta shall invoice Client as follows:
- i. Monthly Recurring Charges shall be invoiced beginning immediately after the Service Start Date;
  - ii. Non-Recurring Charges shall be invoiced upon Effective Date, except as provided in Section V.A.iv below;
  - iii. Hardware shall be invoiced when shipped; and
  - iv. In the event that Involta reasonably determines that any Service availability is delayed due to Client failure or refusal to deliver information or cooperation reasonably requested by Involta, then the Monthly Recurring Charges for such Services will be invoiced, accrue and be due and owing, five (5) calendar days after the second written request for such information or cooperation.
- B. *Payment Terms.* Client shall pay all Monthly Recurring Charges monthly in advance, within *fifteen (15)* days after the date on each invoice, for each Service, from the Services Start Date through the end of Term. Client shall pay all other fees and charges within *fifteen (15)* days after the date on each billing. All taxes and governmental fees and charges, if applicable, are not included in the above referenced pricing.

## VI. TERMS & CONDITIONS:

- A. This Service Order is incorporated into and made a part of the MSA referenced above and any TC Schedule applicable to the Services listed above.

# SERVICE ORDER



B. Product Codes in the table above under the heading of Services are defined in Service Descriptions. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order and, in addition to the attached Exhibit or Exhibits, if any, the Service Descriptions found at <http://sd.involta.com>, all of which include additional information on the Product Codes listed above, are incorporated here by this reference.

C. Any number of hours set forth above in the SERVICES section under the QTY heading are an estimate only, based on the information provided to Involta by Client as of the effective date of this Service Order. In the event information changes, or new information becomes available, the estimate of hours may not be sufficient to complete the applicable project. Notwithstanding anything to the contrary herein, Client agrees to pay Involta for the actual hours expended by Involta in performance of the Services.

## VII. SUPPLEMENTAL SERVICES:

A. Involta will provide services outside the scope of this Service Order on a time plus materials and expenses basis (a) when requested and authorized by the Authorized Client Representative during Normal Business Hours (defined below); and/or (b) when requested and authorized by any agent of Client outside Normal Business Hours. "Normal Business Hours" shall mean 8:00AM. to 5:00PM local time, Mondays through Fridays, exclusive of holidays. For all work performed outside the scope of this Service Order, Involta shall prepare and submit invoices to Client on the 15<sup>th</sup> and last business day of each month. Fee schedule will be based on the then-current Involta IT Services Rate Card ("Standard Rates") plus travel expenses (if services are provided other than inside the data center) and any applicable sales tax. Standard Rates are from 8:00AM to 5:00PM local time. Fee schedule for nights and weekends are 1.5 times Standard Rates and holidays are two (2) times Standard Rates.

B. Travel expenses are billed at actual cost and mileage at the current IRS rate, portal to portal. Travel expenses include applicable lodging, meals, airfare, and car rental.

## VIII. CONFIDENTIALITY:

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

## IX. ACCEPTANCE:

Each of the undersigned represents that the undersigned has (i) read and understands this Service Order and has full power and authority to sign it, and (ii) agrees and acknowledges that this Service Order is incorporated into the MSA.

Customer (legal name):

Involta, LLC

Duluth Public Schools - ISD 709

# SERVICE ORDER



|   |  |
|---|--|
| Individual signing:                       | Individual signing: <i>Jill Lofald</i> |
| Signature:                                | Signature: <i>Jill Lofald</i>          |
| Title:                                    | Title: <i>School Board Chair</i>       |
| Signing date:                             | Signing date: <i>2-28-23</i>           |
| Purchase Order #:                         |  |
| Email (for Notice of Service Start Date): |  |