

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, District Purchasing Coordinator
SUBJECT: RFP – 314 Copier Service Contract
DATE: May 5, 2023

Bids for district Copier Service Contract were advertised in the Duluth News Tribune and sent to six (6) providers of copiers and service of copiers.

Two responses were received:

1. Great Lakes Office Solutions
2. Marco Technologies

Three other companies responded prior to the bid opening declining to bid, but requesting to remain on the vendor list for future consideration. One company did not respond.

The vendors were asked to complete cost per copy pricing on specific machines based on copies per minute (CPM) in both color copying and black and white copying. They were also asked to define their charges for pre-service contract inspections and guaranteed response time to a call-out. These parameters were used to determine who had the lowest price overall.

The recommendation is to award Great Lakes Office Solutions RFP #314 for the term of 7/1/23 through 6/30/28. Defined as a four (4) year contract period based on annual renewals by mutual agreement with an optional one (1) year extension at ISD 709's discretion.

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Great Lakes Office Solutions, 1423 N 8th St, Superior, WI 54880, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2028, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** RFP 314 Copier Service Contract per specifications and the response provided to the Bid.

Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

3. **Reimbursement.** Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws.

The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5.. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such

item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Simone Zunich, Exec. Dir. of Finance & Business Services , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Great Lakes Office Solutions, 1423 N 8th St, Superior WI 54880.

10. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** ISD 709 option per conditions outlined in the termination section of RFP 314 specifications.

15. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature	SSN/Tax ID Number	Date
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Program Director		Date
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Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair		Date
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NOTE: These quantities are subject to change prior to actual service agreements being made with the vendor. In addition, quantities in each segment will change during the course of the contract.

- 1) Segment (1) copiers - 49 CPM and below
Approximately eight (8) copiers with an estimated annual total volume of 621,000 copies.

Copiers representing this segment:
Konica Minolta Bizhub 368 (3)
Konica Minolta Bizhub 454e (1)
Konica Minolta Bizhub 450i (1)
Konica Minolta Bizhub 458/458e (3)

Proposed cost per copy \$.0059 X 204,000 est. annual usage = \$ 3,663.90 Ext
(Total of all above equipment for this segment)

- 2) Segment (2) copiers - 50 CPM and above:
Approximately thirty-eight (24) copiers with an estimated annual total volume of 2,620,200 copies.

Copiers representing this segment:
Konica Minolta Bizhub 550i (3)
Konica Minolta Bizhub 552 (3)
Konica Minolta Bihzub 554e (6)
Konica Minolta Bizhub 558/558e (4)
Konica Minolta Bizhub 654e (3)
Konica Minolta Bizhub 658e (3)
Konica Minolta Bizhub 754 (2)
Konica Minolta Bizhub 654e (1)
Konica Minolta Bizhub 658e (3)
Konica Minolta Bizhub 754e (2)

Proposed cost per copy \$.0047 X 2,620,200 est. annual usage = \$ 12,314.00 Ext
(Total of all above equipment for this segment)

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

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3) Segment 3 color copiers - 50 CPM and above:

Four (4) copiers with an estimated annual total volume of 214,370 copies black/white and color as calculated below.

Copiers representing this segment:
Konica Minolta Bizhub C652 (1)

Proposed cost per black/white copy \$.0085 X 25,000 est. annual usage = \$ 212.50 Ext

Proposed cost per color copy \$.07 X 5,000 est. annual usage = \$ 350.00 Ext

Konica Minolta Bizhub C558 (2)

Proposed cost per black/white copy \$.0048 X 127,000 est. annual usage = \$ 609.60 Ext

Proposed cost per color copy \$.033 X 46,000 est. annual usage = \$ 1,518.00 Ext

Konica Minolta Bizhub C3320i (1)

Proposed cost per black/white copy \$.0068 X 10,600 est. annual usage = \$ 72.08 Ext

Proposed cost per color copy \$.053 X 7,700 est. annual usage = \$ 408.10 Ext

B. CHARGE PER MACHINE FOR PRE-SERVICE CONTRACT INSPECTION, IF NOT PREVIOUSLY ON A SERVICE AGREEMENT WITH YOUR FIRM:

\$ 0 PER MACHINE

C. GUARANTEED RESPONSE TIME FOLLOWING CALL-OUT: 4 HRS

D. ISD 709 reserves the right to add additional equipment in each segment at that existing schedule.

* All rate increases in subsequent years shall be in accordance with the Consumer Price Index for the Midwest Region and shall be negotiated from this basis.

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E. SUPPLEMENTAL DATA

- A. Names of other school districts and information relative to copier services your company provides at present.

<u>Name of School District:</u>	<u>City:</u>	<u>No. of School Years:</u>	<u>No. of Employees:</u>	<u>No. of Copiers:</u>
ISD 709	Duluth	21		37+
ISD 94	Cloquet	24		21+
ISD 704	Proctor	21		10
FDL-Ojibwe Schools	Cloquet	13		3

- B. Number of personnel employed by your company.

Sales: 1

Service Technicians: 3

Office Personnel: 2

Total Personnel: 6 + 2 Delivery & Maintenance Personnel Part-time

- C. The person(s) in your company who will ensure compliance with the provisions of the contract:

Richard Karlon, President (Name/Title)

Jeff McKay, Vice President (Name/Title)

Dave Ribich, Vice President (Name/Title)

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D. Additional information, which will clarify or further explain your proposal.

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** No purchase will be made from an employee of the School District, nor from a member of the immediate household of an employee.

** No purchase will be made from a member of the School board, nor from a member of his/her immediate household, nor from any enterprise in which he/she holds a substantial interest, except for public utilities.

I, the person authorized to sign the Form of Proposal, have read the above policy.

This policy __ restricts X does not restrict me, or the firm from submitting a request for proposal.

If this policy restricts you from bidding, please explain: _____

The undersigned, having carefully examined the specifications for Canon Copier Maintenance, do hereby propose to enter into contract with Independent School District No. 709 based on the strict accordance with said specifications as per the attached.

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

AUTHORIZED BY: RICHARD A. KARLON

SIGNATURE: 

ADDRESS: 1423 NORTH 8TH STREET

CITY: SUPERIOR STATE: WI ZIP: 54880

TELEPHONE: (218) 722-9013 FAX: (218) 722-9048

DATE: 5 / 3 / 2023

Note: Machine count totals are not guaranteed and represent the cost per copy for the award of Request Proposal. These figures represent the current agreement approximate totals. These totals will fluctuate with equipment additions or deletions during the course of the contract period.

A complete equipment swap or replacement is not part of the plan for the contract period. Proposals should be based upon the equipment list provided.

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.