

Board Signature Needed



Then Return to Purchasing School Board of Clay County

October 4, 2018 - Regular School Board Meeting

Needs 2 witnesses and Notary

Title C12 - BID to be Awarded

Description

Award BID as required per FS 287, DOE 6A-1.012 and School Board Policy

a. Laser Printer - Cost Per Print Program County-Wide Bid #18-SCH-89: Contract Period is for a three (3) year period from October 22, 2018 through through October 21, 2021. Bid established to provide School Board with a District wide, full coverage, laser printer program utilizing a District wide cost per print that includes all printers, toner and maintenance. The vendors awarded are the two (2) lowest most responsive, responsible, qualified bidders meeting specifications for Part 1, Part2, and Part 3 as stated in the Settlement Agreement between Sun Print Management, Tonertype, and the School District of Clay County.

Gap Analysis

The District requires contractors to provide services to ensure our facilities and equipment are maintained and functional. The District requires vendors to provide products to ensure our students and staff receive the items to meet their needs.

Previous Outcomes

Prior Board approved Bid will be expiring soon and it has been used successfully during the past terms to provide quality services and products to the district.

Expected Outcomes

Upon approval by the Board, we expect the vendors to provide quality services and products at the terms and conditions listed in the Bid.

Strategic Plan Goal

The district ensures fiscal responsibility & equitable distribution of resources.

Recommendation

Award BID as follows per Settlement Agreement:

a. Laser Printer - Cost Per Print Program County-Wide Bid #18-SCH-89:

- Tonertype, 5100 W. Cypress Street, Tampa, FL 33609
• Sun Print Management, 1101 N. Ward St., Tampa, FL 33607

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

Financial Impact

a. Laser Printer - Cost Per Print Program County-Wide Bid #18-SCH-89: Estimated \$240,000 from General Revenue

STATE OF FLORIDA
SCHOOL BOARD OF CLAY COUNTY

SUN PRINT MANAGEMENT, LLC,

petitioner,

vs.

SCHOOL BOARD OF CLAY COUNTY,

respondent.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into between Sun Print Management, LLC ("Sun Print"), a Florida limited liability company, Tonertype, a wholly owned division of Dex Imaging, Inc., a Florida profit corporation, and the School District of Clay County, Florida (the "District"), a district constituting a unit for the control, organization and administration of schools under the laws of the State of Florida and governed by the School Board of Clay County, Florida (the "Board"), collectively known as the "Parties."

1. On August 6 and 7, 2018, Sun Print filed a formal bid protest and protest bond (the "Protest") with the District regarding Invitation to Bid 18-SCH-89 (the "Bid"). The Protest contested the District's selection of Tonertype as the Bid awardee. On August 21, 2018, Sun Print filed a supplement to its previously filed Protest.

2. The Parties have agreed to resolve this Protest pursuant to the following conditions:

A. The District shall recommend a dual bid award to Tonertype and Sun Print (the "Bid Award"). All terms and conditions of the Bid shall remain unchanged except as modified pursuant to this Agreement.

B. Tonertype shall be the primary vendor for the entirety of the contract term. Sun Print will be deemed a backup vendor and shall have no additional rights to provide services to the District other than the following:

i. Tonertype may begin replacement of Sun Print legacy black-and-white printers ("BWPs") with Tonertype non-legacy BWPs immediately upon Board approval of the Bid Award. Sun Print will provide services for its legacy BWPs until such time as all legacy BWPs have been replaced by Tonertype. Each company will bill for services associated with their respective printers under the terms of their respective Bid responses during this replacement period.

ii. Tonertype may begin replacement of Sun Print legacy color printers ("CPs") that do not meet Bid specifications with Tonertype non-legacy CPs immediately upon Board approval of the Bid Award. Sun Print will provide services for its legacy CPs that do not meet bid specifications until such time as all legacy CPs not meeting bid specifications have been replaced by Tonertype. Each company will bill for services associated with their

respective printers under the terms of their respective Bid responses during this replacement period.

iii. The District may elect to replace Sun Print legacy CPs meeting Bid specifications with Tonertype non-legacy CPs at the District's sole discretion. Each company will bill for their respective printers under the terms of their respective Bid responses.

iv. If for any reason the Bid Award between the District and Tonertype is cancelled, or if Tonertype is otherwise unable to perform under its Bid Award with the District, Sun Print shall provide services to the District under the rates and terms of its Bid response. No part of this provision shall be construed or interpreted to prejudice Tonertype's rights under its contract with the District or this Agreement.

v. Sun Print agrees to withdraw its Protest with prejudice. Sun Print and Tonertype jointly agree to waive any and all future actions against the District related to the Bid or the Bid award, except an action to enforce the terms of this Agreement.

3. Upon approval of this Agreement by the Board, the failure of either party to comply with the terms of this Agreement shall be actionable with the prevailing party entitled to all reasonable and necessary attorneys' fees and costs incurred to enforce the Agreement. The Parties shall be responsible for their own fees and costs which they have incurred because of the Protest.

4. If any part of this Agreement is found to violate Florida law, then that part shall be stricken with the remainder of this Agreement to survive intact.

5. This Agreement shall be construed and enforced pursuant to the law of the State of Florida. The exclusive venue of any dispute arising out of or related to this Agreement shall be Clay County, Florida.

6. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting the Agreement or any specific term or condition hereof. This Agreement shall be deemed to have been mutually drafted by the Parties.


7. Each Party warrants that no promise, inducement or agreement not expressed herein has been made in connection with this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and replaces all prior negotiations or proposed agreements, written or oral.

8. This Agreement shall become effective upon the approval of the Bid Award by the Board.


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Signed, sealed and delivered
In the presence of:

SUN PRINT MANAGEMENT, LLC



Printed: KEVIN M. KEY

By: MARK C. JONES
Printed: MARK C. JONES


Printed: STEPHEN BLASKO

STATE OF FLORIDA
COUNTY OF _____

The foregoing Settlement Agreement was acknowledged before me
this 11th day of SEPTEMBER 2018, by MARK JONES,
Sun Print, LLC, a Florida limited liability
company, who is X personally known to me or _____ has produced
_____ as identification.


Printed: LAURIE A. WATTS

Notary Public, State and
County Aforesaid

My Commission Expires: FEBRUARY 13, 2021

My Commission No.: 66072370



Signed, sealed and delivered
In the presence of:

TONERTYPE

By: David Shaver

Printed: _____

Printed: DAVID SHAVER

Printed: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Settlement Agreement was acknowledged before me
this 7th day of September 2018, by DAVID SHAVER,
Tonertype, a wholly owned division of Dex Imaging,
Inc., a Florida profit corporation, who is personally known to me
or — has produced n/a as identification.

Robert Luzzi



Printed: Robert Luzzi

Notary Public, State and
County Aforesaid

My Commission Expires: 5-2-2022

My Commission No.: GG 197628

