

COOPERATIVE PURCHASING AGREEMENT  
FOR THE PURCHASE OF MANAGED PRINT SERVICES

Among the Following School Districts:

TUPELO PUBLIC SCHOOL DISTRICT  
and  
TISHOMINGO COUNTY SCHOOLS

pursuant to Mississippi Code Section 37-7-301(dd)

THIS AGREEMENT is entered into as of January 17, 2017 by TUPELO PUBLIC SCHOOL DISTRICT and TISHOMINGO COUNTY SCHOOLS, each of which is a political subdivision of the State of Mississippi, under and pursuant to Miss. Code Ann. Sec. 37-7-301(dd), witness as follows:

**WHEREAS**, in addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

“Act” shall refer to Miss. Code Ann., § 37-7-301(dd) (1972, as amended).

“Agreement” shall refer to this Cooperative Agreement between the School Districts.

“School Boards” shall refer collectively to the boards of trustees of the School Districts.

“School Districts” shall refer collectively to the school districts entering into this Agreement, including Tupelo Public School District and Tishomingo County Schools.

**WHEREAS**, the School Districts are entering this Agreement, as authorized by the Act, to cooperate in the purchase of certain managed print services, as further described in Exhibit A attached hereto and incorporated herein by reference (the “Project”).

**WHEREAS**, the above mentioned School Boards, by entering this Agreement, will be acting under the authority provided in the Act, which permits school districts to enter into contracts or agreements with other governmental entities, including other school districts, to

carry out one or more of the powers and duties of the school board and to allow for more efficient use of the School Districts' resources.

**WHEREAS,** each School District has the authority individually to contract for the type of managed print services described in this Agreement; cooperating as set forth in this Agreement allows the School Districts to pool their resources in an efficient manner to purchase managed print services.

**WHEREAS,** each School Board has adopted a resolution declaring its intent to participate in the Project and authorizing the execution of this Agreement.

**WHEREAS,** this Agreement shall be for the purposes hereinafter set forth and shall authorize the joint exercise of powers and responsibilities of the School Districts.

**WHEREAS,** this Agreement is being executed by proper resolution on the minutes of each School Board and contains only those duties and powers that each School District is legally obligated and/or empowered to perform.

**NOW, THEREFORE,** in consideration of the benefits and advantages to each School District, the School Districts hereby contract, agree, bind, and obligate themselves as follows:

1.     **DURATION AND TERMINATION**     This Agreement shall commence upon the effective date stated above. The initial term of the Agreement shall end on June 30, 2017. Upon the expiration of the initial term, this Agreement shall automatically renew for successive one-year terms from July 1 to June 30 of each year, until June 30, 2020, or the earlier written termination by one or more School Districts. If any School District elects to terminate this Agreement, it shall give at least two (2) months' prior written notice in the form of a resolution, adopted by its School Board, specifying the effective date of term at least two (2)

months hence and provide such written notice to the remaining School Districts and to the Secretary of the Association.

2. **ORGANIZATION AND OPERATION**

(a) The cooperative endeavor between the School Districts to jointly complete the Project is hereby established.

(b) The School Districts will cooperate in finalizing the scope of the Project, preparing the specifications, bid documents, contract and other documents necessary to complete the Project and selecting the vendor to complete the Project.

(c) Each School District will pay all its expenses incurred pursuant to this Agreement. Each School District will pay its portion of the fees and expenses billed by NewPath Strategy Consultants LLC for assisting with the Project. Although the School Districts may enter into one contract with the Project vendor, the contract will clearly state that neither School District is responsible or liable for the other School District's obligations under the contract.

(d) Each School District will be responsible for its committed mono and color usage and will be responsible for paying any overages beyond that committed mono and color usage.

(e) Each School District will be responsible for approving this Agreement, publishing all required bid notices, approving the contract with the Project vendor and for ensuring that the District is authorized to purchase its respective share of the Project.

(f) The contract with the Project vendor may provide that the Tupelo Public School District will be the fiscal representative of the cooperative and that Tupelo Public School District will make the payments to the Project vendor, with Tishomingo County Schools to reimburse the Tupelo Public School District for its share of the costs under the contract with the Project vendor.

3.     **AMENDMENTS**     Proposed amendments to this Agreement may be adopted by the School Boards.

4.     **EXECUTION**     This Agreement may be executed in counterparts, if necessary, with one executed copy delivered to each of the School Boards.

TUPELO PUBLIC SCHOOL DISTRICT,  
Acting by and through its Board of Trustees

By: \_\_\_\_\_  
Board President

ATTEST: \_\_\_\_\_  
Secretary of School Board

TISHOMINGO COUNTY SCHOOLS,  
Acting by and through its Board of Trustees

By: \_\_\_\_\_  
Board President

ATTEST: \_\_\_\_\_  
Secretary of School Board

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

This cooperative purchasing agreement is intended to maximize savings based on the combined printed/copied images for both TPSD and TCS. These combined volumes will increase the volume discounts from the pool of potential vendors. This agreement is a Cost-Per-Image (CPI) agreement for Mono (black) and Color images **only**. No equipment (hardware) will be obtained through this agreement. This is a performance based contract written by the District and for the District that places all the burden of profitability squarely on the selected vendor. This process will utilize “time” and “volume” on a collective annual basis to ensure that the Districts pay only for the images they use. Twelve equal monthly payments based on assessed usages will be committed to the chosen vendor. If, and only if, the images printed collectively by both districts exceeds the total of the twelve monthly payments will there be any “overage” owed to the vendor.

### **SCOPE OF WORK**

TUPELO PUBLIC School District and TISHOMINGO COUNTY Schools are soliciting bids from qualified vendors for the implementation of print devices that include laser printers and multi-functional printers (MFP’s) for all school locations, support services and the District offices. This program is intended as a partnership with one (1) selected vendor who satisfies the INVITATION FOR BID’s minimum requirements for new print printers and MFP’s. This program will include service dispatching, as well as, a proactive service that includes web portal access for the selected vendor to view the copier fleet, device status, supply levels, and device utilization.

The successful vendor will be required to submit a bid based on a cost-per-impression charge (CPI). It is the goal of TPSD and TCS, through this INVITATION FOR BID process, to establish a four (4) year contract with no renewal option, agreed upon by mutual written assent of both parties, with a Vendor that enables TPSD and TCS a single procured contract that meet the laser printers and multi-functional printers (MFP’s) requirements of TPSD and TCS.

## TUPELO PUBLIC SCHOOL DISTRICT RESOLUTION

BE IT RESOLVED by the Board of Trustees ("Board") of the Tupelo Public School District, Tupelo, Mississippi ("District"), as follows:

1. The Board approves the District's entry into the Cooperative Agreement for the purchase of managed print services in substantially the form attached hereto and incorporated herein by reference;
2. The Board approves the Cooperative Agreement, as attached, authorizing the Board President to sign it in substantially the same form attached with any subsequent revisions agreed to by the Board President as evidenced by the Board President's signature;
3. The Board has found that such Agreement is in the best interest of the District;
4. The Board, finding that it is authorized by law to execute the Cooperative Agreement, will perform the Cooperative Agreement according to its provisions and assigns its Superintendent and Business Manager to administer said Agreement;
5. The Board authorizes its Superintendent, Board President and Secretary, individually or collectively, or their designated representative, to sign all documents necessary to enter into the Agreement, including, but not limited to, the Interlocal Agreement and any documents related to such agreement.

Upon the motion of Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_, and the question being put to a vote, the foregoing resolution was adopted by a majority of the Board Members, with the vote being shown below:

Board Member _____	Voted: _____
Board Member _____	Voted: _____
Board Member _____	Voted: _____
Board Member _____	Voted: _____
Board Member _____	Voted: _____

DATED: January \_\_, 2017.

BOARD OF TRUSTEES OF THE  
TUPELO PUBLIC SCHOOL DISTRICT

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_

## TISHOMINGO COUNTY SCHOOLS RESOLUTION

BE IT RESOLVED by the Board of Trustees ("Board") of the Tishomingo County Schools, Iuka, Mississippi ("District"), as follows:

1. The Board approves the District's entry into the Cooperative Agreement for the purchase of managed print services in substantially the form attached hereto and incorporated herein by reference;
2. The Board approves the Cooperative Agreement, as attached, authorizing the Board President to sign it in substantially the same form attached with any subsequent revisions agreed to by the Board President as evidenced by the Board President's signature;
3. The Board has found that such Agreement is in the best interest of the District;
4. The Board, finding that it is authorized by law to execute the Cooperative Agreement, will perform the Cooperative Agreement according to its provisions and assigns its Superintendent and Business Manager to administer said Agreement;
5. The Board authorizes its Superintendent, Board President and Secretary, individually or collectively, or their designated representative, to sign all documents necessary to enter into the Agreement, including, but not limited to, the Interlocal Agreement and any documents related to such agreement.

Upon the motion of Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_, and the question being put to a vote, the foregoing resolution was adopted by a majority of the Board Members, with the vote being shown below:

Board Member _____	Voted: _____
Board Member _____	Voted: _____
Board Member _____	Voted: _____
Board Member _____	Voted: _____
Board Member _____	Voted: _____

DATED: January \_\_\_, 2017.

BOARD OF TRUSTEES OF THE  
TISHOMINGO COUNTY SCHOOLS

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_