Managed Print Services RFP

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On behalf of:

Lowndes County School District

Logo, icon

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Union Public School District

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January 4, 2023

Contact:

Eileen Peck

RFP Consultant

(734) 961-0408

rfp@juliesocean.com

# Intent to Respond Form

Please complete the form below and return to the RFP Contact listed on the cover of this RFP. Only respondents who return this form will receive addenda, question responses, and other information pertinent to this RFP.

|  |  |
| --- | --- |
| **Title** | Managed Print Services RFP |
| **Solicitation #** | 2023-001 |
| **Publication Date** | 01/04/2023 |
| **Due Date** | 1/27/2023 at 5:00 PM CST |

**Respondent’s Information:**

|  |  |
| --- | --- |
| **Company Name** |  |
| **Representative’s Name** |  |
| **Representative’s Email** |  |
| **Representative’s Phone #** |  |

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# Introduction and Scope of Work

1. Purpose and Scope: Union Public Schools, Neshoba County School District and Lowndes County School District ("The Districts"), located in Northeast and Central Mississippi, are jointly issuing this RFP for Managed Print Services at locations throughout their respective school districts. The selected vendor will:
   1. Supply all facilities in each district with printer and copier equipment that meets the minimum standards described in the Statement of Needs.
   2. Provide service under the terms of this agreement and according to the Vendor's Service Level Agreement for all equipment, services, and supplies indicated in the Vendor's proposal
2. The Districts expect to enter a "Cost Per Image" agreement for Copy and Print Services at each location. The Districts strongly prefer that
3. The Districts do not expect to purchase, lease, own or retain any of the equipment requested as part of the service. The ownership of the equipment will remain with the service provider throughout the term of the agreement; however, the respondent may offer an optional buyout price for the equipment as part of their pricing offer. A buyout offer is not required.
4. The Districts will enter individual agreements with the selected Vendor for a period of four (4) years, **beginning July 1, 2023, and ending June 30, 2027.** Pursuant to state law, the Districts do not intend to automatically renew this agreement.

## Union Public School District

The Union Public School District serves approximately 950 youths in grades K-12 in Union, MS. The school district serves families in Neshoba County, MS and Newton County, MS. Union Public School District currently operates the following buildings, in which the vendor may be required to provide services.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | **Address** | **City** | **State** | **ZIP Code** |
| Union Elementary School | 101 Forest Street | Union | MS | 39365 |
| Union Middle School | 115 James Street | Union | MS | 39365 |
| Union High School | 101 Forest Street | Union | MS | 39365 |
| Union Public School District Offices | 417 S. Decatur Street | Union | MS | 39365 |

## Neshoba County School District

Neshoba County School District serves approximately 3,000 youths in grades K-12 in Neshoba County, Mississippi. The NCSD offices are located in Philadelphia, MS. Neshoba County School District currently operates the following buildings in which the Vendor may be required to provide services:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | **Address** | **City** | **State** | **ZIP Code** |
| Neshoba Central Elementary School | 1000 St. Francis Drive | Philadelphia | MS | 39350 |
| Neshoba Central Middle School | 1002 St. Francis Drive | Philadelphia | MS | 39350 |
| Neshoba Central High School | 1123 Golf Course Road | Philadelphia | MS | 39350 |
| Neshoba County School District Offices | 580 East Main Street | Philadelphia | MS | 39350 |
| WorkForce Development Center | 1123 Golf Course Road | Philadelphia | MS | 39350 |
| Learning Center | 1125 Golf Course Road | Philadelphia | MS | 39350 |
| Pre-K | 1125 Golf Course Road | Philadelphia | MS | 39350 |

## Lowndes County School District

Lowndes County School District serves approximately 5,200 youths in grades K-12 in Lowndes County, Mississippi. The LCSD offices are located in Columbus, MS. Lowndes County School District currently operates the following buildings in which the Vendor may be required to provide services:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | **Address** | **City** | **State** | **ZIP Code** |
| Caledonia Elementary School | 9509 Wolfe Road | Caledonia | MS | 39740 |
| Caledonia Middle School | 105 Confederate Drive | Caledonia | MS | 39740 |
| Caledonia High School | 111 Confederate Drive | Caledonia | MS | 39740 |
| Lowndes County Vocational Complex | 1085 Lehmberg Road | Columbus | MS | 39702 |
| Lowndes County Alternative School | 3419 New Hope Road | Columbus | MS | 39702 |
| New Hope Elementary School | 199 Enlow Road | Columbus | MS | 39702 |
| New Hope Middle School | 3419 New Hope Road | Columbus | MS | 39702 |
| New Hope High School | 2920 New Hope Road | Columbus | MS | 39702 |
| West Lowndes Elementary School | 1000 Gilmer Wilburn Road | Columbus | MS | 39701 |
| West Lowndes High School | 646 South Frontage Road | Columbus | MS | 39701 |
| Lowndes County School District Offices | 1053 Highway 45 South | Columbus | MS | 39701 |
| Transportation/Maintenance | 177 Performance One Drive | Columbus | MS | 39705 |

Please note that the Respondent must certify that any proposed solution must be 100% compatible and integrate, and provide support for PaperCut, the print management software platform in use at Lowndes County School District. Respondents may find additional information regarding PaperCut at <https://www.papercut.com>.



Based on the information in the chart, the Respondent should recommend a print/copy solution that meets or exceeds these minimum performance standards. The last three columns of the chart indicate the number of devices each District believes it will need at the beginning of the contract.

Annual image quantities anticipated for the District:

|  |  |  |
| --- | --- | --- |
| District Name | Monochrome images | Color images |
| Lowndes County | 10,200,000 (Ten million, two hundred two thousand) | 650,000 (Seven hundred thirty-eight thousand) |
| Neshoba County School District | 16,200,000 (Sixteen million, two hundred thousand) | 402,000 (Four hundred two thousand) |
| Union Public School District | 2,000,000 (Two million) | 30,000 (Thirty thousand) |

# Instructions and Evaluation Criteria

## Communications

The Districts have selected a consultant to manage this solicitation. Regarding this solicitation, respondents may communicate only with the consultant. The primary contact person for this solicitation is listed below:

Eileen Peck

Title: RFP Consultant

Email: rfp@juliesocean.com

Phone: 734-961-0408

If a respondent contacts anyone other than the consultant listed above, the Districts may disqualify the respondent.

### Terms and Conditions

By responding to this solicitation, the Respondent agrees to the District's purchasing terms and conditions, which are attached in Schedule 1.

### Contract Term:

1. The initial term of the contract resulting from this solicitation will be four (4) years, commencing July 1, 2023, and ending June 30, 2027.
2. Each school district will sign an individual contract with the selected Vendor.
3. The Districts do not intend to extend the awarded contract. The Districts may opt to issue a new RFP for services in the last year of the resulting contract.

### Number of Awards:

The Districts strongly prefer and intend to award this solicitation to a single Vendor, unless the Districts deem it in their best interests to award fewer or more respondents. The Districts retain sole discretion over this decision.

### Extension of the Award to any other District:

The successful Respondent agrees to extend the terms of this contract to any other K-12 public school district in the State of Mississippi during the term of the contract. Additional districts may negotiate their own terms with the successful Respondent.

### Pre-Proposal Conference:

There will be no pre-proposal conference. Respondents may submit clarifying questions prior to submission. All questions and answers will be distributed to all respondents who provide contact information to the RFP consultant.

### Proposal Schedule:

The Districts reserve the right to change these dates.

|  |  |
| --- | --- |
| Publication Date: | January 4, 2023 |
| Deadline for Questions: | January 19, 2023 |
| Respondent Submissions Due: | January 27, 5:00 PM CT |
| Proposal Review: | January 30-31, 2023 (est) |
| Proposal Award: | February 2023 |

### Proposal Submission:

Respondents will submit their responses electronically via email. The responses must adhere to the following restrictions:

1. Respondents must not include any cost information in their technical proposals.
2. Respondents must provide cost information in a separate document.
3. Respondents' pricing must remain firm for 30 days following submission.
4. Respondents must submit a timely proposal. The Districts will not accept late submissions.

### Proposal Withdrawals

Respondents may withdraw a submitted proposal by sending a written request to the RFP consultant prior to the submission deadline. Proposals may be withdrawn and resubmitted, as long as the Respondent makes the resubmission prior to the proposal submission deadline. The Districts will not consider withdrawals and re-submissions/modifications in any other way.

### Presentations

The Districts will not require presentations related to this RFP.

### Questions:

Prior to the question deadline, Respondents may submit questions to the RFP Consultant in writing via email. The RFP Consultant will not accept questions in any other manner. Respondents are cautioned that no one, other than the RFP consultant, is authorized to provide answers to questions, and that oral responses to questions are not binding upon the Districts.

### Scoring:

The Districts will apply the following scoring criteria to each proposal to arrive at the lowest and best bid.

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Maximum Points Available** |
| Equipment Proposal | 245 |
| Service proposal | 245 |
| Cost proposal | 510 |
| **Total Points** | **1,000** |

# Technical Response

## Instructions:

Respondents should use this Word document to provide the information requested by the Districts. Respondents must retain the formatting provided in the Technical Response. Respondents who deviate from the format provided in this Section risk losing evaluation points. Respondents who provide cost information in their technical proposal will be eliminated from consideration.

1. Please include **a cover letter,** signed by a person who is authorized to bind the Respondent to contracts with each of the Districts. The cover letter should include:
   1. A brief introduction to the firm, including:
      1. a history of the firm.
      2. the number of years in business.
      3. the size of the firm.
      4. the legal form of the Respondent's business.
      5. the state in which the Respondent is organized.
      6. any relevant qualifications, vendor certifications, etc.
   2. A statement that the firm can supply services to all three districts
2. Please include **an Executive Summary** of not more than two pages that describes the highlights of the Respondent's proposal.
3. Please provide the following **company profile information** about the Respondent
   1. Full name of the Respondent
   2. Complete mailing address
   3. Phone number
   4. Website, if any
   5. Name of the Account Manager
   6. Brief description of the Account Manager's experience in providing substantially similar services to those described in the Scope of Work
   7. Location of Account Manager
   8. Number of people on the proposed service team and their location(s)
4. Please **identify the equipment** that the respondent proposes to meet the minimum needs expressed in the Statement of Needs. The description should include:
   1. Complete identification of the make, model number, and technical specifications of the proposed equipment; (manufacturer's specifications may be included to satisfy this requirement)
   2. Clear identification of standard and optional configurations for the proposed equipment.
   3. A description of the software (or other method) used to meter device usage, secure the equipment to prevent unauthorized usage, and whether the cost of metering is included as part of the service, or is licensed separately. If software is licensed separately, include licensing cost in the cost proposal.
   4. A description of the usage reporting capabilities; how the Respondent will provide usage data to each District, and the frequency of such reports.
   5. A description of the invoicing process. Include a sample invoice.
   6. A description of the Respondent's experience placing the proposed equipment in service in other locations
5. Please **identify the services** the respondent proposed to provide as part of the offer. Include:
   1. A complete description of the proposed services and any specific exclusions.
   2. A description of how the Respondent plans to manage ordinary maintenance.
   3. A description of how the Respondent plans to manage unanticipated maintenance.
   4. A description of how the Respondent plans to manage warranty claims.
   5. A description of the Respondent's plan to exchange defective equipment, including whether the Respondent intends to keep any "hot spares" on district premises.
   6. For equipment where no "hot spare" is available, the Respondent should indicate the replacement timeframe for each proposed unit. Please note that high-volume copier/printer units may not be out of service for more than 5 consecutive calendar days. If a high-volume copier/printer unit will be inoperable for more than 5 consecutive calendar days, the successful Vendor must provide a similarly capable substitute unit at no added cost to the District no later than the 5th calendar day following the unit's failure.
   7. A description of how a District employee may request service or report a problem under the contract.
   8. Any Service Level Agreements the Respondent offer, including uptime guarantees, damages when SLA terms are not met, and exclusions to the SLA.
   9. A description of the consumable supplies each proposed model requires.
   10. A description of how the Respondent plans to monitor and manage on-site needs for consumable supplies, including how the respondent will manage:
       1. on-site inventory of consumable supplies.
       2. shipping of new or replacement supplies:
       3. disposal of exhausted supplies.
   11. A description of how the Respondent plans to manage District data stored on hard disks or other storage media inside the device when the device is removed from service.
   12. A description of how the Respondent plans to manage District requests for the addition or removal of devices during the course of the contract.
   13. A description of how the Respondent will manage removal at the end of the contract:
6. **Insurance:** Please confirm that your firm meets or can meet the following insurance requirements. The successful Respondent will be required to provide proof of insurance in these amounts prior to executing contracts with the Districts. All insurance policies must be sufficient to meet the statutory minimums in the State of Mississippi, and the policy must be underwritten by an insurance provider with a Best rating of A- or better, and that is authorized to write insurance policies in the State of Mississippi by the Mississippi Department of Insurance. The successful vendor must maintain these coverages throughout the life of the agreement.
   1. **Comprehensive General Liability insurance** that provides one million dollars of coverage ($1,000,000) per occurrence with a two million dollars ($2,000,000) aggregate policy limit for:
      1. Bodily Injury
      2. Personal Injury
      3. Property Damage
      4. Legal liability/Lawsuits
      5. Cybersecurity incidents
   2. **Worker’s Compensation insurance.** The successful vendor must supply proof of a Standard Workers' Compensation Insurance Policy for the State of Mississippi that must remain in force throughout the life of any agreement resulting from this RFP.
   3. **Commercial Auto Liability Insurance.** Policy must be sufficient to meet the statutory minimum insurance coverage amounts of:
      1. $25,000 bodily injury liability per person
      2. $50,000 bodily injury liability per accident
      3. $25,000 property damage liability
      4. Any additional insurance as required by Mississippi state law or federal law that may be specific to the vehicle being driven

All employees and contractors of the successful Vendor who provide on-site service will also be required to maintain a Mississippi driver license in good standing.

1. **References:** The Respondent should include at least three references that reflect accounts of similar size and/or complexity. The reference information should include:
   1. Business name
   2. Name of the contact
   3. Contact title
   4. Phone number for the contact
   5. Email address
   6. Description of the service(s) performed for the reference
   7. Approximate value of the contract

# Pricing

Respondents should provide pricing for all elements of their proposed solution in the following format. Respondents should list all proposed equipment separately, but may provide a combined total monthly price for equipment.

## Pricing for Union Public School District

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Equipment, including software licensing, if required. (List all proposed devices separately) | | Monthly Equipment Price | CPI Rates and Limits | | | | CPI Overage Rates | |
| B&W, per image | Annual Base Mono Images | Color, per image | Annual Base Color Images | B&W, per image | Color, per image |
| 1 |  |  |  |  |  |  |  |  |
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## Pricing for Neshoba County School District

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Equipment, including software licensing, if required. (List all proposed devices separately) | | Monthly Equipment Price | CPI Rates and Limits | | | | CPI Overage Rates | |
| B&W, per image | Annual Base Mono Images | Color, per image | Annual Base Color Images | B&W, per image | Color, per image |
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## Pricing for Lowndes County School District

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Equipment, including software licensing, if required. (List all proposed devices separately) | | Monthly Equipment Price | CPI Rates and Limits | | | | CPI Overage Rates | |
| B&W, per image | Annual Base Mono Images | Color, per image | Annual Base Color Images | B&W, per image | Color, per image |
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# Terms and Conditions of the RFP

1. **Bid Submission:** All respondents must submit their bids by email to the RFP Consultant identified in this RFP no later than the submission deadline stated in this document. The RFP Consultant will accept bids only at **rfp@juliesocean.com**. Further, it is the responsibility of the respondent to verify that any bids submitted in response to this RFP have been received timely by the RFP Consultant. The Districts will make reasonable accommodations for respondents with disabilities to ensure that they can participate, if the respondent requests accommodations at least 14 days prior to the response deadline. Accommodations do not include deadline extensions. The Districts will not accept late submissions.
2. **Bid Preparation Costs:** The respondent is fully responsible for all costs associated with the preparation and submission of a bid associated with this RFP. Under no circumstances will the Districts reimburse a respondent for any costs they incur while responding to this bid.
3. **Questions:** Respondents may submit questions in writing to the RFP Consultant at any time prior to the question deadline. Questions and responses will be anonymized and issued to all registered respondents. If a respondent chooses not to register, it is the respondent's sole responsibility to retrieve questions and/or RFP amendments. Questions received after the response deadline are not guaranteed a response. Late questions will be answered solely at the discretion of the Districts.
4. **Pricing:** All pricing shall remain valid for a period of 30 days following submission.
   1. The pricing offer shall include all costs associated with providing the service. The Districts will not be liable for costs not specifically described or enumerated in the pricing proposal.
   2. The respondent must complete the pricing worksheet provided with this RFP. If the Respondent's proposal includes costs that the pricing worksheet has not contemplated, the Respondent may disclose the additional costs after completing the pricing worksheet.
   3. The Districts strongly prefer to pay fixed monthly recurring charges for equipment and imaging services through the life of the contract. However, the Districts strongly prefer to enforce image limits only an annual basis due to the high degree of variation in demand for printing services throughout the school year. At the end of each 12-month (annual) period in the contract, each District anticipates making one additional payment (if/when necessary) for all overages incurred by each District during the preceding 12-month period. Respondents whose pricing offers do not reflect this approach risk disqualification.
5. **Public Disclosure:** The Districts are public entities and are subject to the disclosure laws of the State of Mississippi. The Districts cannot enter into a non-disclosure agreement with any respondent or the successful vendor that frustrates the intent of the state's disclosure laws.
6. **Brand names:** The RFP requires the vendor to propose equipment and services that meet the minimum guidelines established in this RFP, without respect to brand names. The respondent is encouraged to provide manufacturer's specifications for their proposed equipment, but the Districts will reserve the right to make a final determination regarding the technical fitness of the respondent's proposed solution.
7. **Indemnification:** Respondent shall hold and save the Districts, their trustees, officers, agents, and employees harmless from any claims, damages, and/or actions of any nature arising from the respondent's bid or arising from the use of any materials, goods, or services provided by the respondent, provided that such liability is not attributable to negligence on the part of the user, or failure of the user to operate the equipment in the manner outlined by the respondent and/or the manufacturer. Respondent's indemnification obligation will include claims of patent, copyright, intellectual property infringement, and other claims not specifically listed here.
8. **Liability:** The Districts' liability is governed by the laws of the State of Mississippi. The Districts will not enter into any agreement that requires them to indemnify, hold harmless or defend any party, nor any agreement that limits its available remedies.
9. **Authorized Dealer:** The respondent must be an authorized dealer of the goods or services proposed in its response, or must identify the authorized dealer from which the Respondent intends to acquire the goods, and process warranty and/or service claims.
10. **New equipment:** The Districts will consider only proposals that offer brand new (not previously used and not refurbished) equipment. If the successful Vendor quotes in its bid prices for equipment that is not new, the Vendor agrees to acquire new equipment at no additional cost to the Districts.
11. **Background Checks:** At its own expense, the successful Vendor must perform criminal background checks on all Vendor employees who will provide on-site services on the resulting contract(s). Minimally, the background check must:
    1. Verify the employee's identity.
    2. Check
       1. the National Sex Offender Registry.
       2. the Mississippi felony offender database.
       3. for federal and/or local criminal records.

The successful Vendor must disclose any negative information developed as the result of a criminal background check, as well as any new information regarding criminal convictions that may occur during the life of the contract. A criminal record will not automatically disqualify the Vendor's employee from providing services to the Districts in District-owned facilities; however, the Districts reserve the right to refuse entry to any individual on the basis of the Vendor employee's criminal record or for any other just cause.

1. **Entry to District facilities:** The Districts expect Vendor personnel to perform some work on site during the course of the contract. All such work shall be arranged and mutually agreed to by the Parties in advance. The successful Vendor is advised that all personnel must provide identification as a condition of entering the Districts' facilities. The Districts reserve the right to refuse entry to any District-owned or operated facility by Vendor personnel if the personnel cannot provide proper identification when seeking entry, and/or when Vendor personnel arrive without prior notice.
2. **Collusion, Conflict of Interest, Debarment:** By submitting a bid, the respondent certifies:
   1. The respondent prepared its bid independently without collusion between itself and other respondents.
   2. The respondent has no agreement with the any of the Districts, its employees, their spouses, or dependent/independent children to provide funds directly or indirectly from an award resulting from this solicitation.
   3. The respondent will disclose all potential conflicts of interest as part of their bid response, or shall affirmatively state that the respondent has no conflicts of interest related to this bid.
   4. The respondent is not presently debarred, suspended, facing debarment, or otherwise ineligible by reason of misdeed to participate in any proposal process that involves federal funds, funds provided by the State of Mississippi, or funds provided at the county/local district level.
3. **Acceptance and Rejection of Bids:** The Districts are not bound to issue an award as a result of this Request for Proposals. The Districts may accept or reject any bid when it is in the best interest of the Districts to do so. The Districts retain the sole discretion to determine what is and is not in their collective and individual best interests.

The Districts reserve the right to:

Negotiate all terms with any respondent.

End negotiations when an agreement appears unlikely.

Reject all bids, in whole or in part.

Reissue the Request for Proposals.

Waive minor defects in any response.

1. **Non-disclosure:** Respondents agree not to discuss the terms of their bids with any other party until the Districts have announced an award. The Districts will not discuss any portion of the bid selection process until they have made an award.

# Terms and Conditions of the Agreement

**General Conditions and Specifications**

The Lowndes County School District, the Neshoba County School District, and the Union Public School District (each known as a "District" and collectively, "The District") jointly solicited bids for certain managed print services pursuant to a cooperative "Cost-per-Image" Agreement for Copying and Printing Services (the "Agreement"). The Union Public School District is acting as the bidding coordinator (the "Bidding Coordinator") for each of the aforementioned Districts.

Please note: the Vendor must comply with the following terms and conditions at all times during the Agreement.

**Insurance:**

Vendor shall carry, pay for, and keep in force, with an insurance company or companies licensed to provide insurance policies by the Mississippi Department of Insurance the following coverages in the minimum amounts listed in Requirement 6 of the Technical Proposal of the RFP incorporated into this Agreement. The Vendor's insurance provider shall provide new certificates of insurance to the District within thirty (30) days of any policy change or cancellation or at any time a District that is a party to this Agreement requests such documentation.

**Liability:**

Vendor shall hold the District, its trustees, employees, agents, and representatives harmless from all claims, liabilities, costs, damages, fees, and expenses of any kinds whatsoever, including attorney's fees, arising out of or resulting from Vendor's performance of the Agreement.

**The Agreement:**

A separate Agreement shall be executed by the Vendor and each District to contract on the Terms and Conditions. The Terms of the Agreement with each District will be identical, except for such factors that are unique to each District, including equipment, locations of service, billing information, base image counts, installation details, deadlines, and all other similarly unique factors.

No District will be liable for the performance or non-performance of any other District that is a party to this Agreement. Each District will be solely responsible for making all payments due under that District's Agreement with the Vendor.

Respondents must submit bids based on a Cost per Impression (CPI) price model. The Vendor's pricing shall be uniform for each District. The equipment to be installed under the Agreements is listed in Exhibit A. The Vendor will install the equipment in specific District facilities, as directed by each District.

**Delivery and Installation:**

New devices shall be delivered throughout the District. Each District will provide a final list of each location, the quantities of each type of equipment required. The locations and quantities supplied in the RFP are representative of the District's need; however, each District will negotiate the final equipment list with the Vendor.

The Vendor agrees to transport all new devices on the same day as installation. The Vendor will negotiate a mutually acceptable schedule for delivery and installation with each District that complies with a District's installation deadlines.

The Vendor agrees to completely remove all packaging and trash from each location at the completion of the installation process. The District will not provide refuse containers for the Vendor's use.

**Agreement Term:**

The Agreement term will commence on July 1, 2023, which is the first day following the end of the expiration date of the District's current Agreement. The CPI Agreement will continue for a period of four (4) years. There is no option to extend this Agreement; however, nothing in this Agreement prevents the District and the Vendor from reaching mutual consent to extend the Agreement, should that become necessary or desirable.

**Billing Information:**

All billing will be in accordance with MS Code §31-7-305. Monthly installment payments will be made to vendor within 45 days from the date the District Office receives the invoice, provided that the Agreement requirements are properly satisfied.

The Vendor invoice shall show a detailed billing summary by unit location and shall reflect only the agreed monthly installment billings for the first 11 months of each school year. The Vendor will reconcile overages, if any, at the end of the 12th month for each year of the Agreement. Vendor agrees to provide sufficient detail on the reconciliation of overage charges for the District to determine the source of the overuse.

The Vendor will bill items/services pertaining to:

**Union Public School District to:**

Union Public School District, Attn: Accounts Payable, PO Box 445, Union, MS 39365

**Neshoba County School District to:**

Neshoba County School District, Attn: Accounts Payable, 401 East Beacon Street, Suite 102, Philadelphia, MS 39350

**Lowndes County School District to:**

Lowndes County School District, Attn: Accounts Payable, 1053 Highway 45 South, Columbus, MS 39701

**Compliance with Laws:**

The Vendor and the District shall comply with all applicable federal, state, county, and local laws, ordinances, rules, and regulations in the performance of their obligation under this Agreement, including the procurement of permits and certificates where required, and including, but not limited to laws related to sanitation workers compensation, occupational safety and health and the environment.

**E-Verify Compliance:**

Vendor represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the stats verification system for all newly hired employees.

The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, commonly known as the E-Verify Program, or any other successor electronic verification system that may replace it.

Vendor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor understands and agrees that any breach of these warranties may subject the Vendor to the following

1. Vendor would also be liable for any additional costs incurred by the State or any District due to the Agreement cancellation or loss of license or permit termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice or such cancellation/termination being made public, or
2. The loss of any license, permit, certification, or other document granted to Vendor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or
3. Both, in the event of such termination/cancellation.

Submission of a bid acknowledges that the company complies with the Mississippi Employment Protection Act E-Verify Program.

**Budgetary Constraints:**

The District reserves the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire Agreement without obligations or penalty based on availability of funds.

**Cancelation/Termination:**

Should the performance by the Vendor become unsatisfactory or inadequate to the best interest of any District, that District may terminate the resulting Agreement between the Vendor and that District. Notice of termination shall be made in writing at least thirty (30) days in advance with the reasons for the termination outlined in said notice.

**Records and Audit:**

The Vendor shall maintain reasonably complete and accurate records of the operations associated with this Agreement and all fees and expenses charged to the District, or paid on behalf of the District, with respect to goods and/or services secured by this Agreement. The Vendor will retain such records for the period of the Agreement plus three (3) years from the ending date or termination of the Agreement and shall make all such records available to the District during normal business hours upon reasonable advance written notice.

# Section II

[Vendor Pricing Form]

# Section III

**Cooperative Cost-Per-Image Agreement for Copying and Printing Services**

The Agreement is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ School District (hereinafter referred to as "the District" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "Vendor). This Agreement becomes effective upon signature by the District and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to issue on a cost-per-image basis to the District, and the District by its acceptance hereof, agrees to pay on a cost-per-image basis from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT
   1. A separate Vendor Customer Number will be required for each specific installation location.
   2. The District is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
   3. "Ship-to" and/or "Installed at" address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
   4. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the District if credit approval is denied within thirty (30) days after the date this Cost-Per-Image Agreement is accepted for Vendor by an authorized representative.
2. EQUIPMENT SELECTION PRICES AND AGREEMENT: The District has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A, attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the District is exempt from the payment of taxes.
3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by the District

RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If during the period the equipment is in the District's possession, due to gross negligence of the District, the equipment is lost or damaged, then the District shall bear the cost of replacing or repairing said equipment.

Otherwise, the vendor is responsible for replacing or repairing the equipment during the term of this agreement.

1. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:
   1. DELIVERY: Vendor shall deliver the equipment to the locations specified by the District and pursuant to the Delivery Schedule agreed upon by the parties. If, through no fault of the District, Vendor is unable to deliver the equipment or software, the prices, terms, and conditions will remain unchanged until delivery is made by the Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, the District shall have the right to terminate the order without penalty, cost or expense to the District of any kind whatsoever.
   2. INSTALLATION SITE: At the time of delivery and during the period the Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical, and environmental requirements; and the District agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll-free calls.
   3. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties.
   4. ACCEPTANCE: Unless otherwise agree to by the parties, Vendor agrees that the District shall have twenty (20) working days from the date of delivery and installation to inspect, evaluate, and test the equipment to confirm that it is in good working order.
   5. RELOCATION: The district may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. This notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. The Vendor's cost of moving and reinstalling equipment from one location to another is included in this Agreement.
2. TERM: The term for each item of equipment shall be that as stated in the attached Exhibit A. If the District desires to continue the Agreement on the equipment at the end of the original rental Agreement, the District may extend for one additional year Agreement, which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be an option to purchase the equipment used during this Agreement following the original term of the Agreement. Absent of any execution to purchase, the Vendor is required to pick up all equipment at no cost to the District on agreed-upon dates and times.
3. OWNERSHIP: Unless the District has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to the District any right, title, or interest therein, unless purchased by the District. Nameplates, stencils, or other indicia of the Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by the District.
4. PAYMENTS
   1. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charge for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to the District. The District agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq, of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the District within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.
   2. METER READINGS: The Vendor shall obtain accurate and timely meter readings at the end of each applicable billing period. Vendor shall have the right, upon reasonable prior notice to the District, and during the District's regular business hours. To inspect the equipment and to monitor the meter readings. **No estimated volumes will be allowed for billing purposes throughout the entirety of the Agreement.**
   3. COPY CREDITS: If applicable, for each print device in the Agreement, the District will receive one (1) image credit for each image presented to the Vendor, which, in the District's opinion, is unusable and also for each image which was produced during servicing of the equipment. Image credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific image credit rate as shown on the applicable price list.
5. USE OF EQUIPMENT: The District shall operate the print devices according to the manufacturer's specifications and documented instructions. The District agrees not to employ or use additional attachments, features, or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor, in each case, which shall not be unreasonably withheld.
6. INCLUSION OF ALL TERMS AND CONDITIONS OF REQUESTS FOR BIDS: All terms and conditions specified as any type of "Requirements" in the Agreement are included as requirements of this Agreement, including, but not limited to the performance clause.
7. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:
   1. SERVICES: The Vendor is responsible for providing equipment, services, remote print monitoring devices, maintenance services (except for time and materials), or warranty services; (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of the Vendor, unless otherwise specifically provided in the price lists. (3) Services will be provided during the District's usual business hours. (4) If applicable, the District will permit the Vendor to install, at no cost to the District, all retrofits designated by Vendor as mandatory or which are designed to ensure accuracy of meters.
   2. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Installation/removal of accessories, attachments or other devices. (3) Exterior painting or refinishing of equipment. (4) Maintenance, installation, or removal of equipment or devices not provided by vendor. (5) Performance of normal operator functions as described in applicable Vendor operator manuals. (6) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than the Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic, or mechanical means with non-compatible equipment or failure to use operating system software. If Vendor provides, at the request of the District, any of the services noted above, the District may be billed by the Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such Agreement, at the then-current time and materials rates.
   3. REMEDIES: If during the period in which the Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.
8. HOLD HARMLESS: Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless the District from and against any and all claims, damages, losses, costs, and expenses of every kind and nature, including court costs and attorney's fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death, or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees, or subcontractors in the performance of this Agreement. The District will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which the District has knowledge, and Vendor in turn will promptly notify the District of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.
9. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:
   1. If the District makes an alteration, attaches a device, or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that the use of the supply item be discontinued. If, within five (5) working days of such proposal or request, the District does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement provided herein. If Vendor reasonably believes that an alteration, attachment, or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify the District of the problem and may withhold maintenance until the problem is remedied.
   2. Unless the District has obtained title to the equipment free and clear of any Vendor security interest, the District may not remove ownership identification tags on the equipment or allow the equipment to become fixtures to real property.
10. ASSIGNMENT:
    1. BY THE DISTRICT: Without the prior consent of Vendor, which consent shall not be unreasonably withheld, the District shall not (1) assign, transfer, or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend, or permit a lien or encumbrance of any kind against the equipment unless the District has obtained title to the equipment free and clear of any Vendor security interest.
    2. BY VENDOR: Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of the District, which consent shall not be unreasonably withheld.
11. GOVERNING LAW: This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, without giving effect to conflicting laws. Vendor expressly agrees that under no circumstances shall the District be obligated to pay an attorney's fee or the oct of legal action to the Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies, and procedures of the United States of America, or any agency thereof, the State of Mississippi, or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.
12. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.
13. WAIVER: Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of the Agreement.
14. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.
15. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
16. THIRD PARTY ACTION NOTIFICATION: Vendor shall give the District prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.
17. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
18. RECORD RETENTION AND ACCESS TO RECORDS: Vendor shall maintain and make available to the District, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years beyond the termination or expiration of this Agreement; however, if any litigation or other legal action, by or on behalf of the District has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation, or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
19. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reasons of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligation or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.
20. TERMINATION: This Agreement may be terminated as follows:
    1. The District and the Vendor mutually agree to the termination, or
    2. If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party received written notice from the other party, then the defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of the District to make payments required hereunder shall cease.
21. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the fulfillment of the conditions of this Agreement by the District is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming, or insufficient, the District shall have the right to terminate this Agreement, without damage, penalty, cost, or expense to the District of any kind whatsoever.
22. MODIFICATION OR RENEGOTIATION: This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate Agreement if federal and/or state revision of any applicable laws or regulations makes changes in this Agreement necessary.
23. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specification and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The District may be held liable for any damages caused by the failure to operate the equipment according to the specifications and documented instructions.
24. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software, and/or services described herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written and oral, between the parties relating hereto. No terms, conditions, understandings, usages of trade, course of dealings, or other agreements not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain, or supplement this Agreement.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Vendor : [VENDOR NAME] District: [DISTRICT NAME]

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

(Authorized signature) (Authorized signature)

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District: [DISTRICT NAME]

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District: [DISTRICT NAME]

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

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WITNESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Exhibit A

**Cost-per-Image Agreement for use by Mississippi State Departments and Vendors**

# Exhibit B

**Modifications to Exhibit A**