

JOINT PURCHASING AGREEMENT/Letter of Agency
INFORMATION TECHNOLOGY

THIS AGREEMENT is made on this the ____ day of _____, 20____
between the educational institution named Montgomery Public Schools, hereinafter
referred to as Party “A”, with an address located at 307 S. Decatur Street, Montgomery,
Alabama 36104 and the educational institution named,

hereinafter referred to as Party “B”, with an address located at:

Additional educational institutions may become parties to this Agreement upon the
concurrence of the current parties acting through their authorized Joint Purchasing
Administrator and upon execution of an addendum to this Agreement in which the new
party subscribes to its terms and conditions.

WHEREAS, TITLE 16, CHAPTER 61E, Code of Alabama 1975 as enacted by the
Legislature of Alabama provides for the joint purchases of information technology by
educational institutions; and

WHEREAS, Party “A” and Party “B” (also hereinafter referred to as the “Parties”) desire
to enter into a joint purchasing agreement for the competitive bidding and purchasing
and/or leasing of information technology related to equipment, supplies, other tangible
personal property, software, services or any combination of the foregoing, used to
provide data processing, networking, or communications services;

NOW THEREFORE, it is mutually agreed as follows:

1. Party "A" and Party "B" agree to enter into a joint purchasing agreement for the competitive bidding and purchase and/or leasing of information technology under provisions of Title 16, Chapter 61E.
2. The contracts for the joint purchase of information technology made by the parties pursuant to this Agreement shall be made and awarded after public advertising for bids and bidding pursuant to the terms and conditions of Title 41, Chapter 16, Code of Alabama 1975.
3. For the purposes of this Agreement, either of the parties may act as the joint purchasing administrator or a joint purchasing administrator may be appointed by either party for the purpose of securing the most competitive prices for the purchasing and/or leasing of information technology through the competitive bid process, complying with the terms and conditions of Title 41, Chapter 16, Code of Alabama 1975.
4. The parties to this Agreement have mutually agreed for the Alabama Department of Education to act as the joint purchasing administrator pursuant to the terms of this Agreement.
5. The parties to this Agreement shall notify each other in writing and/or other acceptable form of notification as is mutually agreed, of its intention to advertise for bids for the purchase and/or leasing of information technology as specified in this Agreement.
6. All parties specified in this Agreement shall be notified in a timely manner of the contract(s) awarded under this Agreement. Notification shall be in writing and/or other acceptable form as is mutually agreed by the parties.
7. When advertising for bids pursuant to this Agreement, the parties shall provide that the terms and conditions of the contracts awarded under this Agreement for the purchase and/or leasing of information technology shall be extended to either party on the same terms.
8. Each party pursuant to this Agreement shall pay its share of expenditures for purchases under this Agreement in the same manner as it pays other expenses of the educational institution. Each party accepts no responsibility for the payment of any purchases made pursuant to this Agreement and intended for use by the other party.
11. Either party may terminate this agreement without cause upon thirty (30) day advance written notification. Termination shall not alter the obligations of the parties

hereto regarding payment and/or disbursement of property in a joint purchase that was undertaken prior to termination.

12. Each party reserves the right to contract independently for the purchase of information technology without notice to the other party and shall not bind or otherwise obligate the other party to participate.

13. The parties to this Agreement may not delegate the performance of any contractual obligation to a third party unless mutually agreed in writing.

14. This Agreement shall not be signed without the consent of the other party.

15. Each party shall indemnify, defend and hold harmless from any liability arising from any neglect or wrongful act or failure to act on the part of itself and its employees.

Neither party assumes responsibility to the other party for the consequences of any act or omission by one who is not a party to this Agreement.

16. This Agreement constitutes the entire understanding between the parties and no terms may be waived, changed or modified except by the mutual written consent of the parties to this Agreement.

17. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

E-Rate Information

The following section refers to the documentation required as a Letter of Agency by Schools and Libraries Division of the Universal Service Administrative Company. These additional certifications are required in the event the resulting contracts are used for E-Rate purposes. The term "I" refers to the individual party completing this form.

18. I do hereby authorize the Alabama Department of Education to submit FCC Form 470 to the Schools and Libraries Division of the Universal Service Administrative Company on our behalf.

19. In signing this agreement each party shall make the following certifications:

(a) I certify that schools in our district are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

(b) I certify that our school district and schools within have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.

(c) I certify that our school district and schools are covered by a system wide technology plan that is written, that covers all 12 months of the funding year, and that has been or will be approved by the Alabama Department of Education (a CTPA), prior to the commencement of service.

(d) I certify that the services the school or district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.).

(e) I certify that we have complied and will continue to comply with all E-Rate program rules and I acknowledge that failure to do so may result in denial of E-Rate discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with E-Rate program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

(f) I acknowledge that the E-Rate discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

(g) I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

(h) I certify that I am authorized to order products and supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture

under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

(i) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

(j) I certify, on behalf of the entities covered by this Letter of Agency, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. § 54.506(c).

(k) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

(I) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to [name of Consortium] for E-rate submission is true.

WHEREFORE, the parties have caused this Agreement to be executed on this the _____ day of _____, 20__.

_____ (Party "A")

By: (signature) _____

Printed Name Title

Witnessed by: _____

_____ (Party "B")

By: (signature) _____

Printed Name Title

Witnessed by: _____