

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

MAR 12 2018

SUBMITTED BY: Ralph McBroom

TODAY'S DATE: March 6, 2018

DEPARTMENT: Purchasing

DEPARTMENT HEAD: Ralph McBroom

REQUESTED AGENDA DATE: March 12, 2018

SPECIFIC AGENDA WORDING: Consider and approve Buy Board Cooperative Copy Paper Program under Cooperative Contract No. 528-17.

PERSON(S) TO PRESENT ITEM:

Ralph McBroom C.P.M.

SUPPORT MATERIAL: (See attached)

TIME: 5 min

(Anticipated number of minutes needed to discuss item)

ACTION ITEM: X

WORKSHOP

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

OTHER:

*****This Section to be completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____



BUYBOARD LETTER OF COMMITMENT FOR COPY PAPER POOL

The independent school district or other political subdivision listed below ("Entity") executes this Commitment Form ("Commitment Agreement") to The Local Government Purchasing Cooperative d/b/a BuyBoard® ("Cooperative"). Entity hereby commits to purchase the specified number of truckloads of copy paper meeting the specifications set forth herein ("Copy Paper") through the Cooperative's Copy Paper Program ("Copy Paper Program") under Cooperative Contract No. 528-17, Copy/Office Paper and Toner Supplies ("Contract"), specifically the copy paper pool ("Pool") organized for the period of March 9, 2018, through April 30, 2018 ("Pool Period"), from the Selected Vendor (as described and provided for herein) in the volume and under the terms set forth in this Commitment Form.

Entity acknowledges that the Cooperative, through a competitive procurement process, has awarded ten vendors, which are eligible to quote on specific fixed rate paper pools established by the Cooperative. These vendors are: Veritiv, Olmsted Kirk Paper Company, Liberty Paper, Contract Paper Group, Spectrum Paper, Advantage Supply, Unity Education Resources, Liberty Office Products, Western BRW/Bosworth Papers, Gulf Coast Paper Company. Working with and through its administrator, the Texas Association of School Boards, Inc. (TASB), the Cooperative will request executable pricing for the Copy Paper from awarded vendors, and will award one of the companies the right to be the Selected Vendor of the Pool for the specified Pool Period if the Cooperative or its designee determines that the company's submitted pricing provides the best value for Pool participants. (In this Agreement, the awarded vendor for the Pool is referred to as "Selected Vendor.")

If the Cooperative establishes the Pool, Entity hereby commits to purchase the indicated truckload(s) of copy paper from the Selected Vendor during the delivery period set forth herein, in accordance with this Commitment Form, provided that the price does not exceed the cap price set forth herein.

This Commitment Agreement shall be binding upon Entity from the date executed until April 30, 2018, ("Commitment Period.") If, by the end of the Commitment Period, the Cooperative, directly or through TASB, does not choose a Selected Vendor, i.e. does not award the Pool, then Entity is not required to purchase through the Pool and the Cooperative is not required to solicit additional pricing to provide copy paper truckloads.

Entity understands and agrees to be bound by the following terms:

1. Entity represents that it is a member of the Cooperative and has previously executed its Interlocal Participation Agreement.
2. Entity represents that Entity wishes to participate in the Pool, and shall execute a Purchase Order or Purchase Orders to the Selected Vendor within the delivery period and under the terms set forth in the Commitment Agreement.
3. Entity acknowledges and agrees that the Cooperative shall be entitled to receive, and the Selected Vendor shall pay on all Pool purchases (excluding delivery fees), the Cooperative's 2% Service Fee under the Contract, which Service Fee shall be included in the awarded pricing.
4. Entity shall be in default of this Commitment Agreement if Entity fails to issue a Purchase Order or Purchase Orders for the Entity's truckload commitment during the specified delivery period, provided that the price cap set forth herein has not been exceeded. In the event of a default by Entity, either the Selected Vendor or the Cooperative (including the Cooperative's administrator) may provide Entity with notice of such default. If Entity has not cured such default within (10) business days after receipt of such notice, then a breach will have occurred and the Selected Vendor may determine whether it has incurred actual, direct damages, including, but not limited to, purchasing copy paper to supply Entity,



and shall calculate the direct actual damages incurred and may seek redress from the Entity for such damages, provided, however, that in no event shall such damages include or shall Entity be responsible for consequential, speculative, incidental, exemplary, punitive, special, or indirect damages (including lost profits). Further, the Selected Vendor shall have the duty to mitigate damages and to use commercially reasonable efforts to minimize any damages it may incur as a result of Entity's default. Subject to any dispute, Entity shall pay the damages within 45 days of receipt of written damages calculation, accompanied by detailed supporting documentation, from the Selected Vendor. **Neither the Cooperative nor TASB shall be liable or have any obligation to the Selected Vendor or Cooperative member arising from or related to either party's default under this Commitment Agreement, any Pool, Purchase Order, or other default.**

- 5. The person executing this Commitment Agreement on behalf of Entity represents that he or she has the authority to enter into this Commitment Agreement on behalf of Entity, that all necessary and prerequisite administrative procedures, policies, and laws have been complied with and that the governing body of Entity is bound by such execution of this Commitment Agreement.
- 6. Copy paper sales shall be governed by the terms and conditions of Cooperative Contract No. 528-17, Copy/Office Paper and Toner Supplies. To the extent of any conflict between the Contract and this Commitment Agreement, the Commitment Agreement shall control. This Commitment Agreement is not exclusive, and Entity may purchase copy paper during the specified period from other vendors, but in no event shall such purchases affect Entity's commitments hereunder.
- 7. This Commitment Agreement, together with the Interlocal Participation Agreement executed by Entity with the Cooperative, and any amendments thereto, represents the complete understanding of Entity and the Cooperative with respect to the copy paper sales contemplated hereunder. To the extent that there is a conflict between these agreements and any prior agreements or any oral or written communications, this Commitment Agreement shall control and take precedence over all prior agreements.

ENTITY COMMITMENT

_____ (entity name) agrees to purchase a total of _____ truckload(s) of copy paper (840 cases) during the delivery period of March 15, 2018 to April 30 2018, provided that the awarded price (including delivery fees) does not exceed **\$19,110.00 per truckload** (\$22.75 per case) of copy paper meeting the following specifications:

Copy Paper: 840 (complete truckload), Size: 8 1/2 X 11, Color: White, Weight: 20 lb., 92 brightness, 500 sheets/ream, 10 reams/case, 40 cases/pallet, moisture proof packaging, domestic source paper only, delivery in the State of Texas only.

If unfavorable market conditions prevent the Cooperative from awarding a vendor the Entity's commitment(s) under the Pool will be cancelled.



Entity, intending to be legally bound, does, acting through its authorized representative, affix its signature as evidence of its agreement.

ENTITY NAME: Johnson County

Printed Name: Roger Harmon

Title: County Judge

Authorized Signature:  _____

Date: March 12, 2018

****Please submit the BuyBoard Letter of Commitment for Copy Paper Pool via e-mail to info@buyboard.com or by FAX to 800-211-5454.****