



Coop Committee Meeting

Tuesday, November 15, 2016 11:00 AM

Coop Committee Meeting Educational Service Unit No. 3 6949 So. 110th Street LaVista, NE 68128

6949 South 110th Street

LaVista, NE 68128

1. Call to Order  
Committee Chair - Paul Tedesco
2. Roll Call  
Committee Chair - Paul Tedesco
3. Agenda Item  
Committee Chair - Paul Tedesco
  - 3.1. Consent Items  
Committee Chair Tedesco
    - 3.1.1. Approve SeeSaw Special Buy contract for student eportfolio.  
Committee Chair Tedesco
    - 3.1.2. Approve IXL Learning Special Buy contract
  - 3.2. Program Updates  
Committee Chair - Paul Tedesco
    - 3.2.1. Annual/Paper Buy  
Committee Chair - Paul Tedesco
      - 3.2.1.1. Training Dates/Locations
    - 3.2.2. 2015-2016 Sales and Savings  
Committee Chair - Paul Tedesco
    - 3.2.3. AEPA  
Committee Chair - Paul Tedesco
  - 3.3. Future Efforts  
Committee Chair - Paul Tedesco
  - 3.4. Coop Strategic Plan  
Committee Chair Tedesco
  - 3.5. Policy & Procedures - Review/Edit  
Committee Chair - Paul Tedesco
4. Next Meeting Agenda Items  
Committee Chair - Paul Tedesco

4.1. Transfer of Committee Leadership

5. Executive Session

6. Adjournment  
Committee Chair - Paul Tedesco



## 2016-2019 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing (“Cooperative”), and Seesaw Learning, Inc. (“Contractor”). The Cooperative is an organization founded in 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts (“Members”) of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between service units and their school districts and other serviceable entities. The Director manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. Nebraska ESUCC Cooperative Purchasing serves 17 ESUs that provide a statewide network of educational opportunities to approximately 249 school districts and more than 300,000 students.

In consideration of mutual covenants, the parties agree as follows:

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on November 17, 2016 (“Effective Date”) and shall continue until 12:00 midnight (CST) on June, 31 2020, unless terminated earlier as provided by this Agreement or by law.
- 5. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Brown County, Nebraska.

## **6. Termination.**

- A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.
- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.
- C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
  - (1) Insolvent;
  - (2) Makes a general assignment for the benefit of creditors;
  - (3) Files a voluntary petition of bankruptcy;
  - (4) Suffers or permits the appointment of a receiver for its business or assets;
  - (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
  - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

## **7. Indemnification.**

- A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of

injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the negligence of the Contractor.

- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
  - C. If any judgment shall be rendered against the Cooperative or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
  - D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
  - E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.
8. **Insurance.** Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:
- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$1,000,000 per occurrence; and
  - B. If applicable, workers compensation coverage meeting all statutory requirements.
- The Contractor shall furnish a certificate of insurance to the undersigned Cooperative representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling the Cooperative to terminate this Agreement immediately.
9. **Public Records.** The Contractor acknowledges that the Cooperative must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.
10. **Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
11. **Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESU, or Member property or at Cooperative, ESU, or Member

related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

12. **Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
13. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
14. **Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
15. **Taxpayer Identification.** Contractor's federal employer identification number is: 46-1847001.
16. **Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
17. **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: Nebraska ESUCC Cooperative Purchasing  
Attn: Craig Peterson  
1292 East 4<sup>th</sup> Street  
Ainsworth, NE 69210

With copy to:

Steve Williams, Legal Counsel  
KSB School Law, PC, LLO  
Cornhusker Plaza

301 South 13th Street, Suite 210  
Lincoln, NE 68508

Contractor: Seesaw Learning, Inc.  
Attn: Carl Sjogreen  
PO Box 193054  
San Francisco, CA 94119

Notice is effective only if the party giving the Notice has complied with this section.

18. **Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
19. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
20. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
21. **Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
22. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
23. **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

- 24. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 25. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
- 26. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 27. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 28. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
- 29. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.
- 30. Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
- 31. Attachments.** Attachments to this Agreement include the following:

Exhibit A – Scope of Good or Services to be provided to Cooperative  
Exhibit B – Payment Terms & Schedule

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

**COOPERATIVE**

**CONTRACTOR**

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

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

Name: David Ludwig

Name: Carl Sjogreen

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT “A”

### SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

Seesaw for Schools is a Digital Portfolio for any Classroom capable of capturing a student's learning process in any form. Seesaw empowers students to independently document what they are learning at school. Students can “show what they know” using photos, videos, drawings, text, PDFs, and links. You can also import directly from most popular apps. When students add to their Seesaw journal, content is uploaded, organized by student, and immediately accessible to teachers from any device. Seesaw makes it easy for students and teachers to review progress over time and demonstrate growth.

Browse work from the entire class, or for a single student. Optionally, use folders to organize work by subject area or project. Seesaw portfolios are a great asset at parent teacher conferences or even student-led conferences!

With support for QR code sign in for younger learners and email/Google account sign in for older students, Seesaw works in any K-12 classroom.

Seesaw helps capture the learning process, not just the end result. Students can use Seesaw's built-in audio recording, drawing and caption tools to reflect on what they've learned or explain how they got their answer. On iOS devices, or recordable whiteboard allows students to create a video that combines drawing and audio recording to explain their thinking as they work.

Teachers using Seesaw for formative assessments can now tag their student's posts with their own set of skills or standards. Optionally, assign a simple 1-4 star rating to student work to get a real-time understanding of how students are progressing towards key curriculum objectives.

Standards and ratings are only visible to teachers, and are fully customizable to the learning goals your class is working towards. [Learn more!](#)

Teachers can take notes that are visible only to teachers, or add work into a teacher-only private folder. Students and parents cannot view work in the teacher private folder or access teacher private notes.

Include families in the learning process by inviting them to view updates to their child's Seesaw journal. Seesaw's immediate, visual updates actually get seen by parents, provide encouragement for students, and cross language barriers.

Teachers approve all new additions and comments before anything is shared with parents.

ESUCC Members will be provided yearly concurrent student licenses at the pricing listed in Exhibit B (Teacher licenses are included with the purchase of student licenses).

With the termination or non-renewal of this contract for any reason SeeSaw will provide users a method to archive and export portfolios in a current usable format. Likewise, as a student Seesaw will provide tools for students to retain copies of their digital portfolio for use beyond the K-12 community.

Teachers and students will have unlimited storage space for creation of classroom materials and student portfolios. Archived Classes will be kept for a period of one year after the last date that content has been accessed. Seesaw will email the teacher of the archived class warning them and provide options to retain the data.

Seesaw is currently supported on the following platforms:

Teachers & Students; iOS, Android, Chrome and Firefox Browsers, Kindle Fire.  
Parents; iOS, Android, Kindle Fire, any modern web browser.

Please provide details about Technical Support:

Technical support is provided via web and email at <http://help.seesaw.me>. School customers get priority support over our free product.

## **EXHIBIT "B"**

### **1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

Seesaw for Schools pricing for ESUCC members will be on the basis of a per student yearly cost with the first year's tier to be determined after an initial enrollment period (lasting through March 31, 2017) of total student licenses aggregated from all orders collected through the ESUCC Marketplace. The initial ESUCC Marketplace listing will be \$5 per student until after orders are collected in the enrollment period with subsequent yearly tiered costs to be set from the previous year's total licenses purchased.

Subscriptions purchased during the open enrollment period will begin on July 1, 2017 and run through June 30, 2018.

SeeSaw for Schools Pricing Tiers:

Under 2,500 students: \$5 student/year.

2,500-10,000 students: \$4.50 student/year.

10,000 - 25,000: \$4 student/year.

Greater than 25,000: \$3.50 student/year.

### **2. Payment Terms/ Payment Schedule**

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within thirty (30) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

### **3. Acceptance of Services or Products:**

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, the time specified in a purchase order issued by the Cooperative, ESU, or Member, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

### **4. Title and Risk of Loss:**

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, or Cooperative.
- B. Insurance during shipment and until the goods are accepted by the Cooperative, ESU, or Member is the responsibility of the Contractor.



## IXL Subscription and Professional Development Pricing

IXL offers customizable subscriptions and professional development services to best meet the needs of individual teachers and teams of educators. The included pricing is valid for new customers in Nebraska ESUCC Cooperative for the duration of the Special Buy Agreement. To receive a price quote and implementation information, please email [orders@ixl.com](mailto:orders@ixl.com).

Designed for implementation by a single teacher, our classroom licenses include one teacher account. Pricing is based on the total number of students and the number of content areas, selected from our math, English Language Arts, science, and social studies offerings, included on the subscription. Classroom licenses span 12 months from the date of activation.

<b>IXL Classroom License Pricing</b>				
<b>Students</b>	<b>1 Subject</b>	<b>2 Subjects</b>	<b>3 Subjects</b>	<b>4 Subjects</b>
<b>25</b>	\$249	\$349	\$449	\$499
<b>30</b>	\$299	\$419	\$539	\$599
<b>40</b>	\$399	\$559	\$719	\$799
<b>50</b>	\$499	\$699	\$899	\$999
<b>60</b>	\$599	\$839	\$1,079	\$1,199
<b>70</b>	\$699	\$979	\$1,259	\$1,399
<b>80</b>	\$799	\$1,119	\$1,439	\$1,599
<b>90</b>	\$899	\$1,259	\$1,619	\$1,799



IXL site licenses are designed for school and district implementation: they include as many teacher accounts as needed, are priced in increments of 25 students, and run for a full 12 months to provide access during the school year and summer months. These larger-scale site subscriptions include the support of a dedicated account manager to oversee seamless onboarding through creating rosters and providing strategic implementation recommendations. The pricing outlined below reflects the per student rate for single- and multi-subject site licenses.

<b>IXL Site License Pricing</b>				
<b>Students</b>	<b>1 Subject</b>	<b>2 Subjects</b>	<b>3 Subjects</b>	<b>4 Subjects</b>
<b>100+</b>	\$9.00	\$13.50	\$18.00	\$20.00
<b>250+</b>	\$8.50	\$12.75	\$17.00	\$19.00
<b>500+</b>	\$8.00	\$12.00	\$16.00	\$18.00
<b>2,500+</b>	\$7.50	\$11.50	\$15.50	\$17.50

To prepare educators for effective implementation, IXL’s Professional Learning Services team offers web-based and on-site sessions. These sessions can be customized to the specific needs of the district and recorded for flexible on-demand professional development. For more information, please visit: <https://www.ixl.com/community/professional-development/services>.

<b>IXL Professional Learning Services Pricing</b>	
<b>Type of Session</b>	<b>Cost</b>
One-hour web-based session	\$495
Two-hour web-based session	\$795
One-day on-site session	\$2,500



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  - (2) Makes a general assignment for the benefit of creditors;
  - (3) Files a voluntary petition of bankruptcy;
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  - (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
  - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
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- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

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injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
  - C. If any judgment shall be rendered against the Cooperative or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
  - D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
  - E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.
- 8. Insurance.** Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:
- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and
  - B. If applicable, workers compensation coverage meeting all statutory requirements.
- The Contractor shall furnish a certificate of insurance to the undersigned Cooperative representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling the Cooperative to terminate this Agreement immediately.
- 9. Public Records.** The Contractor acknowledges that the Cooperative must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.
- 10. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
- 11. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESU, or Member property or at Cooperative, ESU, or Member

related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

12. **Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
13. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
14. **Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
15. **Taxpayer Identification.** Contractor's federal employer identification number is: 94-3321802.
16. **Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
17. **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: Nebraska ESUCC Cooperative Purchasing  
Attn: Craig Peterson  
1292 East 4<sup>th</sup> Street  
Ainsworth, NE 69210

With copy to:

Steve Williams, Legal Counsel  
KSB School Law, PC, LLO  
Cornhusker Plaza

301 South 13th Street, Suite 210  
Lincoln, NE 68508

Contractor: IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Notice is effective only if the party giving the Notice has complied with this section.

18. **Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
19. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
20. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
21. **Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
22. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
23. **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
24. **Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or

delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

25. **Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
26. **Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
27. **Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
28. **Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
29. **Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.
30. **Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
31. **Attachments.** Attachments to this Agreement include the following:

Exhibit A – Scope of Good or Services to be provided to Cooperative  
Exhibit B – Payment Terms & Schedule

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

**COOPERATIVE**

**CONTRACTOR**

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

By: *Paul Mishkin*

Name: David Ludwig

Name: Paul Mishkin

Title: Executive Director

Title: CEO

Date: \_\_\_\_\_

Date: 11.10.2016

## EXHIBIT “A”

### SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

IXL offers adaptive, [Nebraska College and Career Ready Standards-aligned](https://www.ixl.com/standards/nebraska/math) math, English Language Arts, Science, and Social Studies content (<https://www.ixl.com/standards/nebraska/math>). As a web-based supplemental resource, IXL is commonly used to support direct instruction. Teachers select from IXL’s standards-aligned, focused skills to complement their lessons, whether it be to front-load a unit or gauge students’ prior knowledge before a unit; to use for guided practice during the lesson; to practice independently after the lesson, including entrance tickets, exit tickets, and homework; or to implement in a differentiated blended learning model, such as a station rotation or small group intervention. Subscriptions to IXL’s subject areas span one year with classroom and site license options (see Exhibit B for an overview of implementation packages).

To prepare educators for effective implementation, IXL’s [Professional Learning Services](https://www.ixl.com/community/professional-development/services) team offers web-based and on-site sessions (<https://www.ixl.com/community/professional-development/services>). Typically, our virtual coaching sessions last one hour and provide access for up to 100 participants per session, while our onsite sessions consist of six and a half hours of professional development for up to 40 participants per session. These sessions include an overview of the student learning experience, implementation strategies, and how to use data to inform instruction.

## EXHIBIT "B"

### 1. **Contractor's Pricing**

Contractor's Pricing Model under this Agreement is: *Please see attached Pricing Model.*

### 2. **Payment Terms/ Payment Schedule**

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within sixty (60) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

### 3. **Acceptance of Services or Products:**

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, the time specified in a purchase order issued by the Cooperative, ESU, or Member, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

### 4. **Title and Risk of Loss:**

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, or Cooperative.
- B. Insurance during shipment and until the goods are accepted by the Cooperative, ESU, or Member is the responsibility of the Contractor.

# ESUCC Cooperative Purchasing Procedural Manual

## Calendar

### Introduction:

### Annual Buy Procedural Categories

#### Specifications:

#### Terms & Conditions:

#### Bid Advertisement/Vendor Contact:

#### Technical Upload of Bid Documents:

#### Vendor In Bid Communication:

#### Bid Material Receipt:

#### Bid Award:

#### Vendor Dispute Period:

#### Catalog Creation:

#### Catalog Made Available to Schools:

#### Customer Care:

#### Close of Ordering Period:

#### Aggregation of Orders:

#### Shipping:

#### Substitutions/Discontinuations/Back Orders/Cancellations:

#### Billing of Administrative Fee:

#### Communications/Customer Assistance:

#### Late Fee's:

#### Product Returns/Discrepancies/Cancellations:

## Special Buy/AEPA Programs

### Vendor Engagement Process:

#### Reporting:

#### Contracts:

#### Renewals:

#### AEPA Membership:

## Prime Vendor Programs

### Scope:

### Awards:

### Correspondence:

## ESUCC Advisory Committee

### Composition:

### Role:

### Meetings:

## School Advisory Committee

### Composition:

### Role:

### Meetings:

### Input:

### Award Review:

Bids

Types

1. RFI:
  2. RFQ:
  3. RFP:
  4. RFB:
- Advertising/Bid Period:  
Awarding:  
Disputes:  
Category Recommendations:

Contracts

- Bid:  
Special Buy:  
Extensions:  
Addendums:  
Auditing:  
Interlocal Agreements:

Procurement Software

- Bid Placement:  
Awards:  
Catalog Uploads:  
Shop Page Configuration:  
Functionality Changes:  
Customer Care:  
Notifications:  
Development Process:

Vendor Vetting Process

- Proposals:  
Review:

Communications

- Vendor:  
Schools:  
ESUCC:  
School Advisory Committee:  
Marketing Approach:

## Calendar (dynamic dates can be viewed on the ESUCC Coop Calendar online)

### September

Return Bid Bonds for awarded vendors from previous fiscal year.

~~3<sup>rd</sup>~~ ESUCC Committee Meetings

Annual Buy Late fee review

### October

~~1<sup>st</sup>~~ School Advisory Meeting

~~1<sup>st</sup>~~ Specifications for 100-900 Sections Completed

~~6<sup>th</sup>~~ Specification Reviews to Be Completed

Vendor Overage pickup

~~6<sup>th</sup>~~ Advertisement for Annual Buy

~~8<sup>th</sup>~~ ESUCC Committee Meetings/NDE Collaboration

~~9<sup>th</sup>~~ Vendor Pre-Bid Conference Call

~~13<sup>th</sup>~~ Annual Buy Bid Opens (~~Tentative~~)

~~15<sup>th</sup>~~ Food Program Audit to Pegler

Marketplace Trainings

AEPA Quarter 1-3 report due

### November

~~15<sup>th</sup>~~ Reminder to Vendors to Provide Response to AB bid

~~17<sup>th</sup>~~ ESUCC Committee Meetings

### December

~~1<sup>st</sup> - 3<sup>rd</sup>~~ ESUCC staff attends AEPA Winter Meeting

~~1<sup>st</sup>~~ Bid reminder sent to all participating vendors

~~12<sup>th</sup>~~ Annual Buy Bidding Closes

~~15<sup>th</sup> - 18<sup>th</sup>~~ Awarding of Sections 200-900 Annual Buy

~~19<sup>th</sup>~~ Vendor Annual Buy Review Period Begins  
~~19<sup>th</sup>~~ Vendor Award Letter Disputes/Discontinuation

### January

~~5<sup>th</sup>–8<sup>th</sup>~~ Vendor Dispute Period Begins  
~~7<sup>th</sup>~~ ESUCC Committee Meetings  
~~9<sup>th</sup>~~ Finalize Section 200-900 Awards  
~~9<sup>th</sup>~~ Creation of Sections 200-900 Catalogs Begins  
~~12<sup>th</sup>~~ Vendor Discontinuation Reminder  
Paper Catalog uploaded to procurement system  
~~16<sup>th</sup>~~ 100 Section Bids Due  
~~19<sup>th</sup>–20<sup>th</sup>~~ 100 Section Awarded  
~~21<sup>st</sup>–23<sup>rd</sup>~~ 100 Section Dispute Period  
~~26<sup>th</sup>~~ 100 Section Awards Finalized

### February

~~2<sup>nd</sup>~~ All Product Discontinuations to be Complete



~~2<sup>nd</sup>~~ Paper Buy Order White Copier (full Pallet) opens  
Return Bid Bonds for non-awarded vendors  
~~4<sup>th</sup>~~ ESUCC Committee Meeting  
~~9<sup>th</sup>~~ Vendor Expectations Memo Sent  
~~13<sup>th</sup>~~ Completion of all Annual Buy Catalogs  
~~15<sup>th</sup>~~ Annual Buy Letter of Understanding Sent to Schools  
~~23<sup>rd</sup>~~ Annual Buy Ordering Begins  
~~28<sup>th</sup>~~ AEPA Contract Renewals signed

### March

~~4<sup>th</sup>~~ ESUCC Committee Meetings  
~~16<sup>th</sup>~~ Annual Buy Updates and Ordering Reminder Sent to Schools  
~~16<sup>th</sup>~~ Paper Buy Ordering Closes

## April

~~1<sup>st</sup> ESUCC Committee Meetings/NDE Collaboration~~

ESUCC Staff attend AEPA Spring meeting

~~10<sup>th</sup> Annual Buy Ordering Closes~~

~~15<sup>th</sup> First Day for Paper Delivery~~

~~17<sup>th</sup> Catalogs Unassigned~~

~~20<sup>th</sup> Cross Entity Activity Extract Sent to Business Manager~~

~~29<sup>th</sup> Aggregate Order Sent to Awarded Suppliers and to Each ESU for their Schools~~

Renewal of Food Agreements

School Advisory meeting

## May

~~5<sup>th</sup> ESUCC Committee Meetings~~

~~20<sup>th</sup> First Day for Delivery~~

~~22<sup>nd</sup> Annual Buy Update~~

~~29<sup>th</sup> Annual Buy Update~~

## June

¶

~~3<sup>rd</sup> Invoice Awarded Vendors-Suppliers~~

Extended Pricing Catalog Available

~~5<sup>th</sup> Annual Buy Update~~

~~12<sup>th</sup> Annual Buy Update~~ ¶

~~15<sup>th</sup> Last Day for Paper Delivery Without Late Fee~~

~~19<sup>th</sup> Annual Buy Update~~

~~24<sup>th</sup> Vendor Shipment Inquiry Sent for Order Status and Notification of Possible Late Fee Assessment~~ ¶

~~26<sup>th</sup> Annual Buy Update~~

## July

~~1<sup>st</sup> Last Day for Vendors Suppliers to Declare Backorders~~

~~6<sup>th</sup> Annual Buy Update~~

~~8<sup>th</sup> Notice for Late Delivery Past 20<sup>th</sup>~~  
~~10<sup>th</sup> Annual Buy Update ¶~~  
~~17<sup>th</sup> Annual Buy Update~~  
~~20<sup>th</sup> Last Day for Delivery Without Late Fee~~  
~~21<sup>st</sup> Reminder to Schools of Late Delivery Fees of 2%~~  
~~21<sup>st</sup> Outstanding Product May be Cancelled by School after delivery date~~  
~~24<sup>th</sup> Annual Buy Update ¶~~  
~~31<sup>st</sup> Annual Buy Update~~

### August

~~1<sup>st</sup> New Food Contract Year~~  
~~21<sup>st</sup> Late Fee review Increases to 4% of total~~  
~~7<sup>th</sup> Annual Buy Update~~  
~~14<sup>th</sup> Final Annual Buy Update~~

### Introduction: ¶

¶  
~~Nebraska ESUCC Cooperative Purchasing provides a variety multitude of services both direct and indirect to the Schools of Nebraska, and all other participating parties. This manual is written with the intent of providing specific procedural actions as they relate to internal activities. Below is listed processes contained in ESUCC Cooperative's regular operations, and the tasks that are inherently associated with those activities. ¶~~

### Overview

#### VISION:

Nebraska ESUCC Cooperative Purchasing shall provide compliant, competitive, aggregated bidding and purchasing to control and reduce costs to it's members by maximizing efficiency of resources and processes in Nebraska and Nationally.

ESUCC Cooperative Purchasing represents 17 Educational Service Units statewide who in turn service Nebraska school districts with over 300,000 students and is currently in its 5th decade of operation. ESUCC Cooperative Purchasing is authorized to coordinate purchases for public school districts, nonpublic school systems, other ESUs, and other public agencies, including any county, city, village, or agency of the state government, any drainage district, sanitary and improvement

district, or other municipal corporation or political subdivision of the State of Nebraska.

**Commitments/beliefs:**

1. Enhance Cooperative Purchasing through effective statewide communication.
2. Provide equitable statewide pricing for goods and services.
3. Provide a user friendly sourcing and procurement solution (Marketplace) to meet the needs of member entities.
4. Provide statewide and nationally leveraged contracts to it's members.
5. Savings realized by purchasing in quantity for present and future procurement needs.

**Introduction:**

ESUCC Cooperative Purchasing provides a variety of services both direct and indirect to the ESUCC Coop members of Nebraska. This manual is written with the intent of providing specific procedural actions as they relate to internal activities.

**Annual Buy ~~Procedural Categories~~**

**Specifications:**

During this process specifications will be reviewed in coordination with suppliers and interested parties. ~~Discontinued items will be reviewed, updated or removed. New items may be added. All discontinued items will be updated to a new model and any recommendations for item inclusion in the bid will be considered.~~

- ~~Project requirements: Coop Director and Staff:~~
  - Review and refine previous year's specifications to meet new needs
  - Review new item requests
  - Assess ordering quantities to update or change specifications as needed
  - Work with ESU technical staff to aid in Electronics section specification review-generation
  - ~~Coop Staff~~
  - Proof / edit spec documents
  - Make needed changes/additions to existing spec documents online or specification upload documents as provided by Coop Director
  - Aid ESU technical staff with questions as is relates to specifications/uploads of Electronics section documents

**Key Dates:**

- ~~October 1st Draft specifications will be provided (Director)¶¶~~
- ~~October 6th Specification review will be completed (Staff)¶¶~~
- ~~October 13th Final specifications open for vendor bidding¶¶~~

**Terms & Conditions/Bid Documents:**

~~Office closed during review \*\* put in T&Cs¶¶~~

~~The terms and conditions act as a guide for all participating members involvement in the Annual Buy process. Input from participating members schools, ESU's, and vendors will be used to augment these documents as needed. Legal council will review, update, and recommend approval of Terms and Conditions. Upon conclusion of the ESUCC Coop Committee October meeting the committee will review the parameters of need by all included parties, and generate an outline for alterations to the existing terms & conditions.¶¶~~

- ~~Project Requirements Coop Director:~~
  - ~~Assemble Terms & Conditions based around feedback of ESUCC Coop Committee and Coop School Advisory Committee~~
  - ~~Update all bid documents~~
  - ~~Review, update, and recommend approval of Terms and Conditions Send Terms & Conditions to ESUCC Executive Director for review and approval¶¶~~
  - ~~Coop Staff¶¶~~
- ~~Review, provide input, and proof terms & conditions document ¶¶~~
- ~~ESUCC Executive Director~~
  - ~~Will review terms & conditions and send to legal counsel if necessary~~

**Key Dates:¶¶**

- ~~October 3rd Terms & Conditions sent from Coop Director to ESUCC Executive Director for Review and Approval¶¶~~
- ~~October 13th Final Terms & Conditions set for Vendor Bidding¶¶~~

**Bid Advertisement/Vendor Contact:**

~~All bids will be advertised through the ESUCC sourcing solution. Prior to the bids release ESU Coop will advertise in a statewide paper the bid advertisement for the Annual Buy. This will provide visibility to the process and fulfill requirement to advertise. The bid period shall run no less than six weeks. In addition, previous bid participants and vendors suppliers that have expressed interest in participation will be automatically notified by email from the ESM Solutions database of the opening bid.¶¶~~

- ~~Project Requirements Coop Director:~~

- Review and update and provide bid notice through the ESUCC sourcing solution. advertisement to staff for publication
- Host a pre-bid conference call with past participating or any interested vendors
  - Send invitation to vendors via email 1-2 weeks prior to call
- Coop Staff
- Coop Assistant
  - Send bid advertisement to statewide publication the week prior to bid release

### Key Dates

- October 6th Bid notice placed in statewide publication
- October 9th Vendor Pre Bid Conference call
- October 13th System notifies vendors of bid release

### Electronic Technical Upload of Bid Documents:

Bid documents will be uploaded to the ESUCC sourcing solution. Prior to the bids opening day ESUCC Cooperative will take the specifications created and update existing documents. This is to include: terms & conditions, authorized signature form, statement of compliance form, shipment location form, and any other forms deemed necessary by ESUCC/legal services.

- Project Requirements Coop Director:
  - Provide terms & conditions and all bid forms to ESUCC Executive Director by October 3rd
- Coop Staff
- Upload approved documents into ESUCC sourcing solution onto bid system

### Key Dates

- October 10th Approved bid documents loaded into bid system
- October 13th Bid is released to vendors out of bid system

### Vendor In Bid Communications:

All communication with vendors will be in written form to [coop@esucc.org](mailto:coop@esucc.org). Any verbal communication will be clarified in writing. During the bid period vendors may seek clarification of content as it relates to the bid. This communication shall be communicated in writing to [necoop@esucc.org](mailto:necoop@esucc.org) as to not provide an inherent advantage for any other prospective awardee. ESUCC Coop will furnish a respond to all vendor requests within 2 business days to all registered vendors.

- Project Requirements Coop Director:
  - Will provide a written formal response to all vendor requests within writing within 2 business days of receipt
- Coop Staff

~~Assist director with information/requests as needed~~

~~**Key Dates:**~~

~~October 13th – December 12th – Annual Bid time frame~~

~~**Bid Bonds**~~**Material Receipt:**

All bid bonds received are documented.

~~During the bid period, vendors are required to submit bid forms, bonds, sample material, and specification sheets. This material will be received at the ESUCC Coop office at 1292 E 4th St, Ainsworth, NE 69210.~~

- ~~Project Requirements~~**Coop Assistant:**
  - Return non-awarded vendor bid bonds after bid awards are finalized.
  - Return awarded vendor bid bonds after contract has been fulfilled
  - ~~Bid close reminder sent to all invited parties reminding them of deadline and required information~~
  - ~~Receive and track all sample material and specifications and provide documentation at awarding~~
  - ~~Receive and track all bid forms and bid bonds~~
  - ~~Return samples if requested~~
  - ~~Non-winning samples – returned after awarding~~
    - ~~Winning samples – returned after ordering period~~
  - ~~Return Bid bonds~~
    - ~~Non-winning vendors – bonds will be returned after bids are finalized~~
    - ~~Winning vendors – bonds will be returned after contract has been fulfilled~~

~~**Key Dates:**~~

~~October 13th – December 12th – All bid forms, bonds, and bid related materials should be submitted to the ESUCC Coop office.~~

~~December 1st – Email notification sent to all invited vendors, reminding them of deadline and necessary bid requirements~~

~~January 9th – Awarded bids finalized – begin process to return non-winning bid bonds~~

**Bid Award:**

~~During the awarding process ESUCC Coop staff/awarding committee will review all bid responses and finalize the awards. During awarding ESUCC Coop reserves the right to clarify respondents bids in the event their intent isn't clear, or looks to be an anomaly as it relates to other received responses. Awarded and non-awarded vendors~~**awarded**~~All registered vendors will be notified through the ESUCC sourcing solution of their awards or lack there of by the ESM Solutions website.~~

- ~~Project Requirements: Award Committee (Director, Staff, ESU Technical Staff)~~
  - ~~Bids will be reviewed, awarded, and finalized through the ESUCC sourcing solution.~~
  - ~~Open and evaluate bid responses with intent to award to the lowest responsible bidder that meets specifications, and terms and conditions of the bid.~~
  - ~~Will evaluate provided samples and specifications in comparison to bid requirements~~
  - ~~Document any updates needed for catalog or future bid document~~
  - ~~Document any reasons for non award, disqualifications, ties, multiple award/alternates~~
  - ~~Awards will be made in the online bid system~~
- ~~Coop Assistant~~
  - ~~Send bid tabs/awards to ESUCC Coop Committee on December 19th~~

**~~Key Dates:~~**

- ~~December 15th - 18th All preliminary awards will be made~~
- ~~December 19th Preliminary awards announced to vendors and review period begins~~
- ~~December 19th Preliminary awards sent to ESUCC Coop Committee~~

**~~Vendor Dispute Period:~~**

~~Vendors will have a designated review period and dispute period to formally dispute awards. All disputes must be submitted in writing to [necoop@esucc.org](mailto:necoop@esucc.org). All disputes must be submitted on provided dispute form and will be reviewed by ESUCC Coop personnel. Vendors will be notified of receipt of dispute decision within 2 business days/48 hours once dispute period begins.~~

- ~~Project Requirements Coop Director~~
  - ~~Review and respond to vendor disputes~~
  - ~~Make award changes as necessary/necessary and finalize in ESUCC sourcing solution.~~
  - ~~Upon receipt, will evaluate the nature of the dispute, then ask Coop Staff for input on decision~~
  - ~~Will notify vendor of receipt of dispute within 48 hours once dispute period has begun~~
  - ~~Disputes will be compiled with recommendations on award and provided to ESUCC Coop Committee for review~~

- ~~Coop Staff~~
  - ~~Provide support and input on formulating recommendations for resolving vendor disputes~~

**~~Key Dates:~~**

- ~~December 19th - January 2nd Vendor Review Period~~

~~January 5th – January 8th – Vendor Dispute Period ¶¶~~  
~~January 9th – ESUCC Coop Committee Review of Final Awards & Dispute Recommendations ¶¶~~  
~~January 9th – Final Awards Announced ¶¶~~

### **Catalog Creation:**

ESUCC Coop will provide a catalog for Annual Buy awarded items in the ESUCC procurement solution.

~~ESU Coop will create a catalog of the Annual Buy offerings in encompassing the awarded items bid. The catalog will host all pertinent information for each line item.~~

- ~~Project Requirements: All Coop Staff~~
  - ~~Awards are downloaded through the out of ESUCC sourcing bid system~~
  - ~~Award information is transferred to procurement hosted catalog templates. Staff creates awarded item descriptions, adds finds appropriate image hyperlinks, and verifies pricing/packaging~~
  - ~~Each vendor's awards throughout each bid section are divided into separate catalog templates specific to supplier ¶¶~~
  - ~~Catalog templates are uploaded into ESUCC procurement solution easyPurchase system~~
  - ~~Create printable pdf catalogs and make available to schools through the ESUCC procurement solution on Coop website~~

### **Key Dates ¶¶**

~~January 9th – Catalog Creation Process begins ¶¶~~  
~~January 12th – Reminder sent to vendors to submit discontinuation notice ¶¶~~  
~~February 2nd – Last day for discontinuations to be claimed ¶¶~~  
~~February 13th – Catalog templates to be finished and ready for upload ¶¶~~  
~~February 16th-20th – Templates uploaded and school assignment begins ¶¶~~

### **~~Catalog Made Available to Schools: ¶¶~~**

~~Catalog or catalogs will be uploaded prior to the opening of the ordering period by ESM Solutions to each vendor account. ESM Solutions will make each vendor catalog available to each ESU and school instance. ESU Coop will assign and configure all catalogs for the schools shop page upon catalog availability. ¶¶~~

~~¶¶~~

- ~~Project Requirements All Coop Staff ¶¶~~
  - ~~Assign grouping of ESUs and member districts and configure shop pages to make Annual Buy offering visible ¶¶~~

### **Key Dates ¶¶**

~~February 16th-20 – Shop Page configuration as catalogs becomes available ¶¶~~

### ~~Customer Care:~~

~~ESUCC Coop will provide assistance to all schools during the ordering period. This is to include: clarification of items, provide updates on any errors found in the catalog, assistance with the Easy Purchase application, and any and all other inquires.~~

~~ff~~

- ~~• Project Requirements All Coop Staff~~
  - ~~○ Provide assistance to all users in regards to the purchasing process on the easyPurchase platform~~
  - ~~○ Answer questions on annual buy product offerings~~

### ~~Key Dates:~~

~~February 23rd – April 10th – Ordering Period~~

~~June 1st – July 15th – Delivery Period~~

~~After July 16th – Late delivery period~~

### ~~Close of Ordering Period:~~

~~All orders will be verified and validated prior to the closing date.~~

~~ESU Coop will close the ordering period on the specified date advertised to both schools and suppliers, unless an extension is warranted. Upon closing of the Annual Buy ESUCC Coop staff will inform all users of any uncompleted orders and provide a minimum of three-business days window to complete these orders. -~~

- ~~• Project Requirements All Coop Staff~~
  - ~~○ Assist schools in finalizing any pending orders prior to order deadline~~
  - ~~○ Catalogs will be removed automatically from the ESUCC procurement solution. shop page configuration on specified end date~~
  - ~~○ Key Dates:~~

~~April 10th – Announced Catalog Soft Close Date~~

~~April 13 – 16th – School assistance period for unsubmitted transactions~~

~~April 17th – Hard close date – catalogs automatically unassigned~~

### ~~Aggregation of Orders:~~

~~Upon completion of the ordering period ESU Coop will create an aggregate list of orders for all suppliers. This list will be comprised of school name, item number, manufacturer part number, ship to location, bill to location, transaction number, purchase order number, quantity ordered, bid price, and subtotal for district order. In addition ESU Coop will require suppliers to confirm receipt of aggregate orders, thus there is a confirmation of all orders from the system.~~

~~ff~~

- ~~• Project Requirements Coop Director~~
  - ~~○ Will download final order extract and re format and send to ESUCC business manager for database import~~
- ~~• ESUCC Business Manager~~
  - ~~○ Imports final orders into database~~

- ~~Create aggregate reports to be emailed to each awarded vendor's designated contact person~~
- 

**~~Key Dates:~~**

- ~~April 20th – Final order extract downloaded from ESM~~
- ~~April 29th – All aggregate reports sent to awarded vendors~~

**~~Shipping:~~**

~~ESU Coop will send out a request to provide shipment status of all products three weeks prior to the delivery deadline. Awarded suppliers will be required to provide an aggregate update.~~

- ~~Project Requirements Coop Assistant~~
  - ~~Request sent to vendors regarding delivery status prior to delivery deadline (email / google form)~~
- ~~Coop Staff~~
  - ~~Assist in analyzing vendor shipment data~~

**~~Key Dates:~~**

- ~~June 24th – Shipment Status request sent to vendors~~

**~~Substitutions/Discontinuations/Back Orders/Cancellations:~~**

~~Non-availability of awarded items will be submitted in writing by the vendor to ESUCC Coop at [coop@esucc.org](mailto:coop@esucc.org). ESUCC Coop staff will review and approve/deny suggested substitutions/cancellations and will communicate decisions in writing to the vendors. ESUCC Coop staff will notify all members of any approved item changes.~~

~~Inevitably in the supply environment items become discontinued or back ordered from the time of bid submission to product fulfillment. All substitutions should be submitted in writing to ESU Coop at [coopsupport@esucc.org](mailto:coopsupport@esucc.org) (Issueview). Upon receipt of the issue ESU Coop will respond to the supplier once the schools or Coop Committee approves or declines the substitution. In the event of a back order ESU Coop will look for an alternative item in the event that the expected availability is past an acceptable date. Once a resolution is found ESU Coop will communicate with all parties that have an existing request for the item in question. All substitutions must be provided to ESU Coop in writing at [coopsupport@esucc.org](mailto:coopsupport@esucc.org) (Issueview) two weeks prior to the closing date of the Annual Buy.~~

- ~~Project Requirements Coop Director~~
  - ~~Respond to supplier within 2 business days of acknowledgement of receipt of substitutions/discontinuations~~
  - ~~Provide specifications of both awarded and proposed product for review to eCoop staff and ESUCC Coop Committee~~
  - ~~Notify vendor of approval or denial/rejection of proposed item change once received from ESUCC Coop Committee~~

- Notify members of approved changes ~~Will include any approved item changes/cancellations on weekly report sent out to ESUs and schools~~
- ~~Coop Staff~~
  - ~~Review proposed items and offer recommendations~~
  - ~~ESUCC Coop Committee~~
  - ~~Review provided information and offer recommendation for approvals or rejections of proposed items/cancellations~~

**Key Dates:**

~~February 23rd – Process will continue throughout ordering period and until all product has been delivered~~

**Billing of Administrative Fee:**

ESUCC will bill awarded suppliers the administrative fee as stated in the terms and conditions of the Annual Buy ~~the first week of~~ June.

- ~~Project Requirements ESUCC Business Manager~~
  - ~~Calculate fees based upon orders placed through the ESUCC procurement solution online ordering system~~
  - ~~Invoices are generated through the ESUCC accounting eFinance system and mailed to each awarded vendor, including a copy of the signed bid terms AB-01 form~~
  - ~~Coop Assistant~~
  - ~~Provide copy of signed signature page from AB-01 to business manager~~

**Key Dates:**

~~June 3rd – Invoices are sent to Vendors~~

**Communications/Customer Assistance:**

Customer assistance will be provided to members on an as needed basis throughout the entire process.

~~During the Annual Buy delivery time frame ESU Coop will provide a statewide weekly update compiling all pertinent information as it regards but not limited to the following: billing, cancellations, product delivery, substitutions, late fee's, and back orders. In the event that verbal communications lead to pertinent information outside of regular procedural awareness ESU Coop may ask for written confirmation of said discussions.~~

- ~~Project Requirements Coop Director~~
  - ~~ESUCC Coop staff will respond to written and verbal communication from members.~~
  - ~~Will provide weekly Annual Buy update in cooperation with coop staff's review. Weekly update to include, but not limited to:~~

~~Substitutions, discontinuations, back orders, late fee assessment procedure, and any other pertinent order information.¶~~

- ~~○ All Coop Staff~~
- ~~○ Provide customer support to schools if assistance is needed to resolve issues with vendors in regards to billing, cancellations, substitutions, late fee's and back orders.¶~~

#### ~~Key Dates:¶~~

~~May 22nd to end of delivery (every Friday) Weekly update sent out by Coop Director¶~~

~~May 22nd end of delivery Assistance provided to schools as requested to resolve issues¶~~

~~¶~~

#### ~~Late Fee's:~~

~~ESUCC Coop staff will notify members and vendors of late fee timelines and protocol. Product shall be delivered in full upon the delivery deadline. The date post the delivery deadline date awarded vendors shall be assessed a 2% fee. An additional 2% fee may be assessed every month passed the delivery deadline up to one month of being past due. At this time schools may source product from an alternative supplier of their choosing. However, in the event a school elects to procure items from an alternate supplier no late fee shall be owed.~~

- ~~● Project Requirements Coop Director~~
  - ~~○ Provide written communication to members and vendors of late fee timelines and protocol.~~
  - ~~○ Reminder of late fee assessment/cancellation policy sent to schools¶~~
  - ~~○ Coop Assistant~~
  - ~~○ Send request to vendors for a list of outstanding orders, as well as a reminder of the potential late fee charge for delivering after July 20th~~

#### ~~Key Dates:¶~~

~~June 24th Request sent to vendors for list of outstanding orders, and a reminder of deadline and potential late fee assessment¶~~

~~July 20th Delivery deadline¶~~

~~July 21st 2% Late Fee may be assessed¶~~

~~July 21st Schools may cancel items¶~~

~~July 21st Reminder/Instructions sent out to Schools regarding late delivery fees and cancellation policy¶~~

~~August 21st Late fee increases to 4%¶~~

#### ~~Product Returns/Discrepancies/Cancellations:¶~~

~~In the event that a product is received outside of the parameters defined within the agreement of ESU Coop the supplier agrees to provide for a pickup and credit of said good. In the event that the supplier can reach an amicable agreement with the~~

~~requesting party upon the good/service in question than the supplier shall notify ESU Coop of the agreement. ¶~~

~~¶~~

- ~~● Project Requirements Coop Director ¶~~
  - ~~○ Provide communications to both schools and suppliers of upcoming default date ¶~~
  - ~~○ Reminder of cancellation policy will be included on weekly Friday updates at the end of delivery period ¶~~
- ~~● All Coop Staff ¶~~
  - ~~○ Provide instructions and vendor contact information to schools for how to resolve product discrepancies ¶~~
  - ~~○ Provide assistance to schools in resolving product discrepancies (overs/shorts/damages) ¶~~

~~¶~~

~~**Key Dates: ¶**~~

~~July 21st Outstanding Product may be cancelled by schools ¶~~

~~August 14th Final Weekly update sent ¶~~

~~¶~~

~~¶~~

~~\_\_\_\_\_ ¶~~



## Special Buy/~~AEPA~~ Programs

### Needs Assessment

Identify products or services to be offered to members. Requests from members and or vendors may be submitted verbally or in written form.

#### Project Requirements:

- Review request and determine statewide need
- Communicate with members and/or vendors

### Identification of source

ESUCC staff will research and identify sources available to meet the requested need(s). A Sole Source provider/vendor allows for a negotiated contract; whereby a multi source requires a specified bid process.

#### Project Requirements:

- Research and identify the sources available to meet the requested needs
- Determine if a bid process is required or if a negotiated contract can be put in place.

### Contract

ESUCC Coop staff will utilize the Special Buy contract template provided by legal council to secure best possible pricing for the requested product/service.

#### Project Requirements:

- Develop RFP/RFI/RFQ
- All bids will be advertised through the ESUCC sourcing solution.
- Make Awards through the ESUCC sourcing solution
- Notification of awards
- Board approval upon legal review

### Negotiated Agreement

ESUCC Coop staff will negotiate with vendor(s) to secure agreement terms and pricing.

#### Project Requirements

- Review proposal(s) from vendor(s)
- Negotiate Terms/pricing
- Board approval upon legal review

### **Marketing of product/service**

**ESUCC Coop staff will provide product/service details and ordering information to members**

#### **Project Requirements:**

- **Determine ordering process**
- **Communicate product/service availability to members**

### **Sales reporting and Admin fee receipt**

**ESUCC Coop Staff will use sales data to track admin fees and evaluate the success of the contract.**

#### **Project Requirements:**

- Request monthly/quarterly sales data from vendor(s)
- Track and verify admin fees received are accurate
- Provide summary report of sales and admin fees to Executive Director and ESUCC Board

### **Renewal of Contract**

**Upon contract expiration Coop Staff will determine if it will be extended , rebid or allowed to expire.**

#### **Project Requirements:**

- **Re-evaluate product/service needs**
- **Determine if the contract/extension should be extended or if we need to rebid the product/service ¶**

### **Vendor Engagement Process: ¶**

¶

~~During the discussion of a future agreement the capacities of the supplier should be discussed in terms of procurement facilitation. Specifics about contract reference codes, punch out capabilities, and hosted catalog capacities should be discussed. Upon agreement ESM Solutions will be engaged to actively bring visibility and access to the agreement.~~

~~While AEPA is a collection of educational service agencies all contracts are awarded at the state level. AEPA's committee's make recommendations on the contracts award or renewal. ESU Coop reserves the right to award or not award AEPA related contracts. ¶~~

### **AEPA Membership: ¶**

~~The scope of this cooperative activity is to facilitate the joint solicitation for common goods and services for the good of the members of each agency. As a member of AEPA ESU Coop agrees to; help develop and issue bids, participate in publications and solicitations, attend AEPA Meetings, and perform various functions as volunteered or assigned by AEPA. ¶~~

**Key Dates:**

~~February 28th – AEPA Contract Renewals signed~~

# AEPA Programs

## Needs Assessment

AEPA member states meet to evaluate needs and develop bid processes.

Project Requirements:

- Attend AEPA meetings
- Work with other state members to respond to survey of needs.

## Contract

AEPA organization will conduct bid process and make awards. ESUCC Coop will determine which AEPA bids to participate in and gather bid documents.

Project Requirements:

- Assist AEPA in Development of IFB
- All bids will be advertised.
- Assist AEPA in awarding of bids.
- Determine from list of bids which contracts will be signed for ESUCC members.
- Sign and implement contracts upon legal review and board approval.

## Marketing of product/service

ESUCC Coop staff will provide product/service details and ordering information to members

Project Requirements:

- Determine ordering process
- Communicate product/service availability to members

## Sales reporting and Admin fee receipt

ESUCC Coop Staff will use sales data to track admin fees and evaluate the success of the contract.

Project Requirements:

- Request monthly/quarterly sales data from vendor(s)
- Track and verify admin fees received are accurate
- Provide summary report of sales and admin fees to Executive Director and ESUCC Board

## Renewal of Contract

Upon contract expiration AEPA will determine if it will be extended , rebid or allowed to expire.

Project Requirements:

- Re-evaluate product/service needs

- Determine if the contract/extension should be extended or if we need to rebid the product/service



# Prime Vendor Programs

## Needs Assessment

Identify products or services to be offered to members. Requests from members and or vendors may be submitted verbally or in written form.

### Project Requirements:

- Review request and determine statewide need(s)
- Communicate with members and/or vendors

## Contract

ESUCC Coop staff will utilize the RFP bid process to secure best possible service/pricing.

### Project Requirements:

- Develop RFP
- All bids will be advertised.
- Make Awards through the ESUCC sourcing solution
- Notification of awards
- Board approval upon legal review

## Marketing of product/service

ESUCC Coop staff will provide product/service details and ordering information to members

### Project Requirements:

- Determine ordering process
- Communicate product/service availability to members

## Sales reporting and Admin fee receipt

ESUCC Coop Staff will use sales data to track admin fees and evaluate the success of the contract.

## Renewal of Contract

Upon contract expiration Coop Staff will determine if it will be extended , rebid or allowed to expire.

### Project Requirements:

- Request monthly/quarterly sales data from vendor(s)
- Track and verify admin fees received are accurate
- Provide summary report of sales and admin fees to Executive Director and ESUCC Board

- Re-evaluate product/service needs
- Determine if the contract/extension should be extended or if we need to rebid the product/service

**Scope:** ¶

~~Some offerings are best placed or require the use on one contracted party to provide goods and services throughout the state. These prime vendor programs shall utilize the RFP process. They are designed to leverage the purchasing power of the state and create a single sourcing model.~~ ¶

**Awards:** ¶

~~In accordance with bid terms and conditions a predetermined group decided by the ESUCC Committee will review all responses, and award as detailed.~~ ¶

**Correspondence:** ¶

~~Based on the nature of each contract certain aspects of the agreements terms may require periodic correspondence. These informational items will be sent to the program participants directly.~~

## ~~ESUCC Coop~~ Advisory Committee ¶

**Composition:** ¶

~~Within the body of the ESUCC Educational Service Unit Administrators work in smaller groups to help aid and advise the projects of the ESUCC. This group is comprised of three to five ESU Administrators of varied geographic regions.~~ ¶

**Role:** ¶

~~The ESUCC Advisory Committee shall collectively recommend items to the ESUCC following committee meetings. These items may but are not limited to include: contract recommendations, systematic processes, revisions in operations, and providing operational guidance.~~ ¶

**Meetings:** ¶

~~The ESUCC Coop Advisory Committee shall meet the day prior to the regularly scheduled ESUCC meetings.~~ ¶

## ~~Member School~~ Advisory Committee

### **Composition:**

One individual per Educational Service Unit would act as a representative for that group of member schools. These parties will be asked for input in regards to operational procedures.

### **Role:**

To provide comprehensive feedback, input, and support in Coop related efforts. This group will act as the voice of their area schools, and assist in providing information including: common school operational practices, capacities, needs, procurement trends, feedback on current operations, and direction on future efforts.

### **Meetings:**

This group will meet quarterly prior to key processes in hopes to gain the input of the committee, and drive current procedures to directly correlate to school need.

### **Input:**

The input of this committee will be utilized to drive needed changes and enhancements in processes. Minutes will be taken at these meetings will be made available to the ESUCC Coop Committee

### **Award Review:**

The School Advisory Committee may be asked to review awards of certain bids prior to finalization of bid awards.





## Definitions ~~Bids~~

### Types

#### 1. RFI (Request for Information):

ESU Coop reserves the rights to use an RFI in the event that the scope of the project is too difficult to define without greater research, or requires more information. This process shall be followed by either a BFO or an RFP.

#### 2. RFQ (Request for Quotation or Request for Qualification):

**2a.** An Request for Quotation ~~RFQ~~ may be used in the event that one specific model or specification has been requested. Depending on the product in question based on its proprietary nature, and unique composition will determine how many parties will be presented the quote. Serviceability and scope of the project may be taken into consideration based on the nature of the desired good or service.

**2b.** A Request for Qualifications refers to the pre-qualification stage of the procurement process. Only those proponents who successfully respond to the RFQ and meet the qualification criteria will be included in the subsequent Request for Proposals (RFP) solicitation process.

#### 3. RFP (Request for Proposal):

Competitive vetting that involves more than the individual component of cost shall be conducted within the RFP format. The evaluation process shall be explicitly stated within the bid scope and terms and conditions. Individual factors that determine the weight of the RFP's awarding shall be clearly stated and will clearly define the optimal response.

#### 4. RFB (Request for Bids):

In the event that the vetted good and/or service is of singular focus, and that price is the only comparative measure and focus ESU Coop may utilize the RFB process.

#### ~~Advertising/Bid Period:~~ ¶

~~All bids will be advertised through the ESUCC sourcing solution. Bids shall be advertised within a statewide publication prior to the bids release. The Bid period shall last no less than 28 days. Extensions may be granted based on the following conditions but not limited to: technical issues, addendums issued post bid release, augmentation to specifications, bid protest, change in bid regulations, and/or revision of scope of bid.~~ ¶

### **Awarding:**

Awarding of bids shall include parties designated to be appropriate by the ESU Coop Committee based on the unique nature and complexity of each bid. Bid awards shall be sent automatically via ESM Solutions Easy Bid Application to all registered participants, or via email or mail to all respondents.

### **Disputes:**

All disputes must be submitted in writing to [necoop@esucc.org](mailto:necoop@esucc.org) within the two-week dispute process directly following the award. Disputes shall contain the item or issue in question, and explicitly state the objection to the award. All disputes will be reviewed by the ESUCC Coop Committee, and formally responded to upon the completion of evaluation.

### **Category Recommendations:**

The School Advisory Committee and any other interested member district can request the exploration of desired agreements. All requests should either be made within the committee structure or submitted to [necoop@esucc.org](mailto:necoop@esucc.org).

## **Contracts**

### **Bid:**

Bid contracts shall explicitly state the objective and nature of the agreement. Terms of a bid can range from one to three years. Bid terms shall be considered binding from the period of consent to enter formal agreement until the expiration date is reached.

### **Special Buy:**

Special Buy contracts shall be offered with exclusive pricing to ESUCC Cooperative Purchasing. These contracts may range from one to three years. Within the agreement terms shall be explicitly defined as to both parties expectations and the scope of the agreement.

### **Extensions:**

ESU Coop may sign one-year extensions to agreements upon the contract end date of the original contract. Both parties must be in agreement to the extension. Contract terms shall remain unaltered unless market conditions clearly demand augmentation, and the agreement is determined to be financially detrimental to either party.

### **Addendums:¶¶**

~~In the event that conditions of the original agreement need to be modified addendums to the original agreement may be signed based on the following conditions: rise in raw materials cost, inflation, reduction in supplier cost to provide contracted services, addition of new product lines, increased regulations, and any other condition that makes the previous contract financially detrimental to either party due to unforeseen changes in the product pricing. The CPI may be used to establish the baseline for the addendum.¶¶~~

### **Auditing:¶¶**

~~Audits of any Coop contracts can be performed at anytime to insure bid or negotiated pricing being adhered to. In the event the audit reveals a discrepancy the price will be corrected, and the supplier will contact the ordering party. Additional audits may be performed if the supplier's original audit reveals multiple pricing errors.¶¶~~

### **Interlocal Agreements:¶¶**

~~ESU Coop reserves the right to enter into an interlocal agreement in the event that the offering provides a benefit to ESU Coop's member districts, and complies with ESU Coop's review process.¶¶~~

## **Procurement Software ¶¶**

### **Bid Placement:¶¶**

~~Coop staff prior to their release of any bid utilizing the ESM application will place all specifications, terms and conditions, additional bid documents, and any other pertinent documents to the system.¶¶~~

### **Awards:¶¶**

~~In accordance with bid terms and conditions a predetermined group decided by the ESUCC Committee will review all responses, and award as detailed.¶¶~~

### **Catalog Uploads:¶¶**

~~ESU Coop will work in alignment with ESM Solutions to provide visibility of Annual Buy and hosted catalogs. Punch out catalogs require the design of supplier credentials at the ESM level. In the event that a punch out catalog is to be used ESU Coop will provide all information requested by both ESM and Supplier to aid in the creation process.¶¶~~

~~¶¶~~

### **Shop Page Configuration:**

Upon availability of a new catalog ESU Coop will assign the catalogs to the school instance accounts. ESU Coop will also configure the schools shop page to contain pertinent information, and clarify different types of offerings.

### **Functionality Changes:**

Occasionally ESM Solutions will augment common practices within the application. Once we have been granted access to these functions it will be the role of Coop to communicate and train schools on pertinent or mandatory functionality changes. In the event the function is not a required feature change Coop will engage the School Advisory committee to ascertain interest in migration of practices.

### **Customer Care:**

Coop will aid schools in functions not limited to: assisting with reports, logins, problem resolution, and any other function of the system we are able to access. In the event that we cannot assist the customer at an optimal level Coop will facilitate/arrange a meeting between ESM and the school to effectively resolve the issue.

### **Notifications:**

Coop will maintain an active list within the ESM application of prospective bid respondents. The system will provide notifications to prospective bidders upon publication of the bid and again upon award. In the event that a supplier requires more information contained within the application Coop will refer the supplier to ESM's supplier customer support team.

### **Development Process:**

Following each School Advisory meeting ESU Coop will take recommendations for future development. In addition ESU Coop will create a list of desired administrative functions. This list will be sent to ESM upon its completion in hopes that the prospective functionality augmentations will be considered for development.

## **Vendor Vetting Process**

### **Proposals:**

In the event that a vendor expresses interest in being a contracted supplier of ESU Coop a proposal should be written for review. The proposal should contain: company history, explanation of service/goods, proposed pricing equivalent to or greater than any known discount, service capacities, and references. Only proposals that are completed in full will be considered. Proposals should be sent to [necoop@esucc.org](mailto:necoop@esucc.org)

### **Review:¶¶**

~~All comprehensive proposals shall be sent to the ESUCC Coop Committee for consideration. The ESUCC Coop Committee will review and consider all agreements. Agreements will be entered into based on the interpreted need for the proposed goods/services. In the event that a proposal is denied ESU Coop shall provide a summary of denial. In the event that the proposing supplier disagrees with a rejection they have a two week discrepancy period in which they can layout the reason for their objection. To file a dispute the prospective party can email [necoop@esucc.org](mailto:necoop@esucc.org) their concerns. ESU Coop reserves the right to reject any and all proposals.¶¶~~

~~¶¶~~

## **Communications¶¶**

### **Vendor:¶¶**

~~In the event Coop is actively receiving bids it reserves the right to not have verbal correspondence with potential responding parties as it pertains to the bid. All communications shall be written and be submitted to [necoop@esucc.org](mailto:necoop@esucc.org). These communications will be of public nature and may be shared with any inquiring parties.¶¶~~

~~¶¶~~

~~In the event that verbal communications lead to pertinent information outside of regular procedural awareness ESU Coop may ask for written confirmation of said discussions. All other communications are to be professional in nature.¶¶~~

### **Schools:¶¶**

~~ESU Coop shall semi annually update an all school district contact list originally provided by their ESU's. This list will be used to provide pertinent correspondence as it applies to member districts. ESU Coop will also actively work to assist all schools by responding to and originating communications that are deemed to be essential or beneficial for the schools.¶¶~~

### **ESUCC:¶¶**

~~ESU Coop will actively engage in the ESUCC process of committee meetings and provide communications within the provided structure. The individual Service Units are encouraged to provide access to their ESU staff a copy of the committee meeting minutes. In the event an individual ESU requires specific communications outside of the designed ESUCC structure ESU Coop will accommodate upon request.¶¶~~

### **School Advisory Committee:¶¶**

~~The School Advisory Committee will receive notice of future meetings from ESU Coop. Prior to the meeting they will be furnished with an agenda and substantiating~~

~~documents to pertinent information and discussion topics. ESU Coop will communicate progress of operational tasks as it relates to committee discussions. ¶~~  
~~¶~~

~~**Marketing Approach:¶**~~

~~ESU Coop considers itself a reference point for Nebraska Schools. Thus, it won't provide email lists or specific contacts without the consent of its member schools. ESU Coop will provide visibility through its informational website, procurement site (if applicable), and actively promote contracts while attending functions that member districts are in attendance. Certain contracts may require the supplier to assist in regional promotions, and professional development of school personnel that currently or potentially may utilize the agreement.~~