

Coop Committee Meeting
Tuesday, October 3, 2017 12:00 PM
Country Inn and Suites
5353 N 27th Street
Lincoln, NE 68521

1. Call to Order
Committee Chair
2. Roll Call
Committee Chair
3. Agenda Item
Committee Chair
 - 3.1. Consent Items
Committee Chair
 - 3.1.1. Approve Nearpod Special Buy
 - 3.1.2. Approve Sterling Computers Special Buy
 - 3.1.3. Approve Infobase Addendum to 2017-2020 Special Buy Agreement
Craig Peterson
 - 3.2. Program Updates
Committee Chair
 - 3.2.1. Annual/Paper Buy
Committee Chair
 - 3.2.2. Specials Buys
Committee Chair
 - 3.2.3. AEPA
Committee Chair
 - 3.3. Future Efforts
Committee Chair
 - 3.3.1. Contract Renewals
Craig Peterson
 - 3.3.1.1. Equal Level
Craig Peterson
 - 3.3.1.2. IonWave
Craig Peterson
 - 3.3.2. Monthly Zoom Meeting
 - 3.4. Coop Strategic Plan
Committee Chair
 - 3.4.1. Facilitated Strategic Planning
Executive Director Ludwig
 - 3.4.2. Coop Advisory Meeting

3.4.3. Superintendent Communications

Craig Peterson

3.4.4. ESUCC 2016-17 Coop Sales/ Savings Report by ESU

Quintana/Lentz

3.4.5. Updated ESUCC Coop Brochure

Craig Peterson

4. Next Meeting Agenda Items

Committee Chair

5. Executive Session

Committee Chair

6. Adjournment

Committee Chair



2017-2020 SPECIAL BUY AGREEMENT

THIS SPECIAL BUY AGREEMENT (“Agreement”) is entered into by and between the Nebraska ESUCC Cooperative Purchasing (“Cooperative”), and Nearpod Inc., a Delaware corporation (“Contractor” or “Nearpod”).

RECITALS

WHEREAS, 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.

WHEREAS, Nearpod provides products to allow teachers and educators the ability to create and curate interactive multimedia lessons that can contain quizzes, polls, videos, images, and web content (“Content Tool”), access reports with student answers, assessments and activities (“Reporting Tool”) and manage individual users, share presentations and obtain usage statistics (“Admin Tool”). The Content Tool, Reporting Tool and Admin Tool are collectively referred to as the Nearpod Services or Nearpod Products.

WHEREAS, ESU’s and Members’ users can use the Content Tool to create customized interactive multimedia lessons for use with the Reporting Tool and Admin Tool (“Cooperative Content”).

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 A**, which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit A 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 and paid 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. If no sales were made through this Agreement with the ESU, then no administrative fee will be provided to ESU. Under no circumstance will Nearpod provide payment of the administrative fee to Cooperative until (1) the Member paid Nearpod for the Nearpod Products and (2) Cooperative provided a written invoice to Nearpod regarding the transaction/sale to the Member.
4. **Term.** This Agreement is effective on September 1, 2017 (“Effective Date”) and shall continue until 12:00 midnight (CST) on August 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 Sarpy County, Nebraska.
6. **Grant of Rights.**
 - 6.1 Nearpod grants to Cooperative and its Members a limited, non-sublicenable, non-transferrable license and right to use, reproduce, distribute, publicly perform, and display the Nearpod Services for the number of users set forth in the Purchase Order. In addition, Cooperative and its Members may create the derivative works described in Section 6.2 below. Nearpod hereby reserves all rights in and to the Nearpod Services not expressly granted in this Agreement.
 - 6.2 ESU’s and Members’ users can use the Content Tool to create the Cooperative Content.
 - 6.3 Nearpod may provide physical items, such as hardware items, marketing materials, t-shirts and other tangible goods to the District (“Physical Goods”). There are no fees associated with the Physical Goods. Physical Goods are provided solely for promotional purposes and Nearpod is not under any obligation to support, maintain, repair or replace such Physical Goods.
7. **ESU’s and Member’s Obligations and Restrictions.**
 - A. Cooperative or its Member’s will not (i) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Nearpod Services are compiled or interpreted, and Cooperative acknowledges that nothing in this Agreement will be construed to grant Cooperative any right to obtain or use such code; (ii) create any derivative product from any of the foregoing, except as expressly provided in Section 6.2 or with the prior written consent of Nearpod; (iii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, ESU’s rights

hereunder; (iv) remove any title, trademark, copyright or restricted rights notices or labels from the Nearpod Services or related documentation and (v) share accounts. Allocated accounts may be reassigned to accommodate District's users changes upon notice to Nearpod during the Term.

- B. Cooperative shall be responsible for (i) internet connectivity needed to access the Nearpod Services, (ii) its users' compliance with this Agreement and the Nearpod Privacy Policy (www.nearpod.com/privacy-policy) and (iii) be responsible for Cooperative Content. Cooperative will not (w) use the Nearpod Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (x) use the Nearpod Services to store or transmit malicious code, (y) interfere with or disrupt the integrity or performance of the Nearpod Services or third party data contained therein, or (z) attempt to gain unauthorized access to the Nearpod Service or its related systems or networks.

8. Rights to Data

- A. As between Nearpod and Cooperative, Cooperative owns all right, title and interest in and to Cooperative Content and Cooperative's Confidential Information. Cooperative grants Nearpod the irrevocable, perpetual, worldwide, sublicensable, transferrable, right to use Cooperative information solely on an aggregated and anonymized basis ("Aggregated Data"). Nearpod represents and warrants it will not use student personal information for third party marketing.
- B. Nearpod will use commercially reasonable efforts to keep Cooperative and its Members' data confidential and maintain a security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against unauthorized access or use through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.
- C. Cooperative and its Members' designate Nearpod a "school official" within the meaning of FERPA. Nearpod will be under the direction of Cooperative and/or its Members with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and Nearpod may use personally identifiable information and education records only as set forth under the Agreement.

9. Confidentiality.

- A. Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's confidential information, including pricing, or confidential information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of confidential information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.
- B. Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use Confidential Information disclosed by the other Party only for the purposes described herein; (ii) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information

from dissemination to, and use by, any third party; (iii) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (iv) to the extent practicable, return or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement.

- C. Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 9(A) and 9(B) will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that, to the extent permitted by law, the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

10. 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 provided: (a) the Cooperative may terminate any current Year; and (b) the Cooperative must provide Contractor with written evidence of the budget reduction. In such instance, Contractor, in its sole discretion, may enter into negotiations with the Cooperative to revise this Agreement.. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable.
- 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 non-defaulting party may authorize in writing. Notwithstanding anything to the contrary in this Agreement, or otherwise, if any amount owed by Cooperative or any of its Members is thirty (30) days or more overdue, Contractor may, with ten (10) business days' prior written notice to Cooperative or any of its Members, without limiting Contractor's other rights and remedies, suspend access to the Contractor services until such amounts are paid in full.
- 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 with a minimum of 90 days written notice. Notwithstanding anything to the contrary in this Agreement or otherwise, fees paid are non-refundable.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly destroy all papers, materials, and other property of the Cooperative, if applicable.
- H. Effect of Termination. Upon expiration or termination of this Agreement, (i) all rights to use the Nearpod Services shall cease, (ii) Nearpod shall discontinue the provision of the Nearpod Services, and (iii) Cooperative shall immediately pay any outstanding invoices. In addition, Sections 2, 7, 8, 9, 10, 20, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32, and 35 will survive any termination or expiration of this Agreement.

11. Indemnification.

- A. Contractor shall indemnify defend and hold Cooperative harmless from any third party claim that the Contractor Products infringe the intellectual property right of any third party.
- B. Cooperative shall indemnify defend and hold Contractor harmless from any third party claim that the Cooperative Content infringe the intellectual property right of any third party.
- C. The indemnified party will: (i) provide the indemnifying party with reasonably prompt notice of any claims; (ii) provide the indemnifying party with reasonable information and assistance to help the indemnifying party defend any claims at the indemnifying party's expense. Any indemnified party will have the right to employ separate counsel at its own expense.

12. **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 \$2,000,000 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.

13. **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. Notwithstanding the immediately preceding sentence, Cooperative will notify Contractor in writing of any public records request and afford Contractor the opportunity to respond and/or object to the disclosure of any information Contractor, in its sole discretion, deems privileged and/or confidential.
14. **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, which will not be unreasonably withheld, conditioned, or delayed.
15. **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.
16. **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.
17. **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.

18. **Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after January 1, 2018 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.
19. **Taxpayer Identification.** Contractor's federal employer identification number is: 46-0993679.
20. **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.
21. **Notice.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this):

Cooperative: Nebraska ESUCC Cooperative Purchasing
Attn: Craig Peterson
1292 East 4th Street
Ainsworth, NE 69210
EMAIL: _____

With copy to:

Steve Williams, Legal Counsel
KSB School Law, PC, LLO
Cornhusker Plaza
301 South 13th Street, Suite 210
Lincoln, NE 68508
EMAIL: _____

Contractor: Nearpod Inc.
Attn: Natali Barski
18305 Biscayne Blvd., Suite 301

Aventura, FL 33160
natalib@nearpod.com

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

- 22. Warranties and Specifications.** Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; (iii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms and (iv) it will comply with all applicable laws, statutes, regulations or rules, without limitation, the Family Educational Rights and Privacy Act ("FERPA") and the Protection of Pupil Rights Amendment ("PPRA") (collectively, "Laws").

EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 18, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE NEARPOD SERVICE, THE DOCUMENTATION, PHYSICAL ITEMS AND ALL SERVICES PERFORMED BY NEARPOD ARE PROVIDED "AS IS," AND NEARPOD DISCLAIMS ANY AND ALL OTHER PROMISES, INDEMNITIES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY. NEARPOD DOES NOT WARRANT THAT THE NEARPOD SERVICE OR ANY OTHER SERVICES PROVIDED BY NEARPOD WILL MEET DISTRICT'S REQUIREMENTS OR THAT THE OPERATION OF THE NEARPOD SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

- 23. Limitation of Liability.**

CONTRACTOR'S AGGREGATE LIABILITY TO THE OTHER, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO THE PRICE PAID OR DUE FOR THE NEARPOD SERVICES DURING THE TWELVE MONTHS PRIOR TO WHICH THE INCIDENT RELATES. CONTRACTOR SHALL NOT BE LIABLE TO COOPERATIVE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST INCOME, LOST REVENUE, LOST PROFITS, BUSINESS INTERRUPTION, DAMAGES FOR GOODWILL, PROCUREMENT OF SUBSTITUTE SERVICES, ARISING OUT OR IN ANY WAY RELATED TO THIS AGREEMENT, THE USE OR THE INABILITY TO USE THE NEARPOD SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH CLAIM. THESE LIMITATIONS WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE.

- 24. 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.

25. **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.
26. **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.
27. **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.
28. **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.
29. **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 cause 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.
30. **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, which will not be unreasonably withheld, conditioned, or delayed.

31. **Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative. Notwithstanding anything to the contrary in this Agreement or otherwise, Cooperative agrees and consents that Contractor hosts its platform on Amazon Web Services (“AWS”).
32. **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.
33. **Rights and Remedies Cumulative.** Any enumeration of the Cooperative’s or Contractor’s rights and remedies set forth in this Agreement is not exhaustive. The Cooperative’s or Contractor’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 or Contractor’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.
34. **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 my from time to time be provided by written instrument signed by both parties.
35. **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.
36. **Attachments.** Attachments to this Agreement include the following:

Exhibit A – Scope of Good or Services to be provided to Cooperative & Pricing

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

[THE NEXT PAGE IS THE SIGNATURE PAGE]

COOPERATIVE

By: _____

Name: David Ludwig

Title: Executive Director

Date: _____

CONTRACTOR

By: _____

Name: Felipe Sommer

Title: President

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS AND PRICING

Name of License	Cost (10% Discount from List)	Duration	Number of Licenses Provided Site Licenses based on # of Teachers District Licenses based on # of Teachers	Unlimited Premium Bundle with 4000+ Supplementary Interactive Lessons	Virtual Reality Field Trip Kits	On-Site Training Included
School Site License-Volume 1	\$1,800.00	1 Year	1-25	Yes	6	Yes
School Site License-Volume 2	\$2,700.00	1 Year	26-50	Yes	12	Yes
School Site License-Volume 3	\$4,500.00	1 Year	51-100	Yes	18	Yes
School Site License-Volume 4	\$6,750.00	1 Year	101-150	Yes	18	Yes
School Site License-Volume 5	\$7,650.00	1 Year	151+	Yes	18	Yes
District License with Content-Volume 1	TBD	1 Year	Min. 500 teachers	Yes	50	Yes
District License with Content-Volume 2	TBD	1 Year	Min. 1000 teachers	Yes	50	Yes

List Price ESUCC Member Price ESUCC Rev Share

\$2,000	\$1,800	\$36
\$3,000	\$2,700	\$54
\$5,000	\$4,500	\$90
\$7,500	\$6,750	\$135
\$8,500	\$7,650	\$153



2017-2020 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing (“Cooperative”), and Sterling Computers Corporation (“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 [REDACTED], 2017 (“Effective Date”) and shall continue until 12:00 midnight (CST) on [REDACTED], 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 Sarpy 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.
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 - (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 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: 95-4634907.
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 4th 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: Sterling Computers Corporation
Attn: Lynette Lambing
600 Stevens Port Drive, Suite 200
Dakota Dunes, SD 57049

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: Brad Moore

Title: Executive Director

Title: President

Date: _____

Date: 9/14/2017

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

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 thirty (30) 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.

ADDENDUM TO 2017-2020 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND INFOBASE LEARNING

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Infobase Learning ("Contractor") to the 2017-2020 Special Buy Agreement signed by the Cooperative on July 10, 2017, and by the Contractor on June 20, 2017. The Addendum is as follows:

Exhibit "A" is amended to add the following goods or services:

The following products are being recommended as additions to the ESUCC 2017-2020 Special Buy.

- **Feature Films for Education Collection** - This high-interest collection focuses on both current and hard-to-find titles for educational instructional purposes, including literary adaptations, blockbusters, classics, environmental titles, foreign films, social issues, animation studies, Academy Award® winners, and more. The platform is easy to use and offers full public performance rights and copyright protection for curriculum classroom screenings.
- **World Almanac For Kids – Elementary** - Erasing the line between homework support and fun exploration, The World Almanac for Kids Online includes exclusive online-only material as well as content from award-winning Chelsea House and Facts On File sets and series. Each subject area provides resources for elementary- and middle school-level homework, reports, and projects, and kids can explore age-appropriate topics while developing online research skills with a trusted content source.
- **The Mailbox** - For more than 40 years, The Mailbox® has been the leader in providing teacher-created ideas that work—and now The Mailbox School & District Edition offers your entire institution unlimited, simultaneous access to this trusted classroom and activity resource. Make learning fun while teaching core skills with thousands of worksheets, crafts, forms, songs, games, graphic organizers, patterns, clip art, cards, and more for prekindergarten to grade 6. All content is created by teachers for teachers, is editor-reviewed, and new content is added regularly. Appropriate for: Grades PreK-6

Exhibit "B" is amended to add the following pricing information:

Feature Films for Education Collection

- School Price - \$700
- District Price - \$625/school

World Almanac For Kids – Elementary

- School Price - \$425
- District Price - \$0.33/Student

The Mailbox

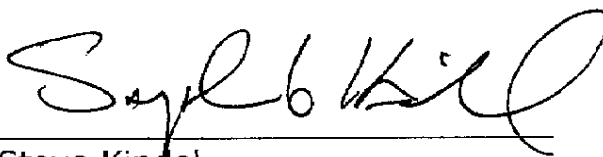
- School Price - \$319
- District Price - \$0.28/Student

All other terms and conditions of the 2017-2020 Special Buy Agreement shall remain in full force and effect.

COOPERATIVE

CONTRACTOR

David Ludwig
Executive Director



Steve Kindel
National Accounts Manager

Executed on October ____, 2017

Executed on September 28, 2017

AEPA 2016 Member Sales & Admin Fees		Bid #014											
Report March 10, 2017													
<u>Response Status</u>	<u>Submitter ID</u>	<u>WTI Sales</u>	<u>WTI AdmFee</u>	<u>CDWG Sales</u>	<u>CDWG AdmFee</u>	<u>Interior Sales</u>	<u>Interior AdmFee</u>	<u>Midwest Sales</u>	<u>Midwest AdmFee</u>	<u>MNJ Sales</u>	<u>MNJ AdmFee</u>	<u>School Specialty Furniture Sales</u>	<u>School Specialty Furniture AdmFee</u>
1, 2, & 3Q's 2016 - Submitted	California	\$57,552.90	\$1,128.48	\$67,924,799.00	\$1,312,278.60	\$0.00	\$0.00	\$0.00	\$0.00	\$1,430,853.40	\$28,617.07	\$0.00	\$0.00
4Q 2016 - Submitted	California	\$0.00	\$0.00	\$14,126,642.61	\$282,532.85	\$0.00	\$0.00	\$0.00	\$0.00	\$307,882.61	\$6,157.66	\$32,411.33	\$648.23
1, 2, & 3Q's 2016 - Submitted	Colorado	\$0.00	\$0.00	\$6,714,008.00	\$101,374.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,586.23	\$131.73	\$0.00	\$0.00
4Q 2016 - Submitted	Colorado	\$0.00	\$0.00	\$1,484,172.46	\$59,689.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,416.14	\$608.32
1, 2, & 3Q's 2016 - Submitted	Connecticut	\$0.00	\$0.00	\$599,905.60	\$11,998.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Connecticut	\$71,118.51	\$1,394.48	\$301,445.95	\$6,028.92	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
1, 2, & 3Q's 2016 - Submitted	Florida	\$0.00	\$0.00	\$1,845,380.80	\$36,907.62	\$0.00	\$0.00	\$0.00	\$0.00	\$89,863.47	\$1,797.30	\$15,556.98	\$308.20
4Q 2016 - Submitted	Florida	\$0.00	\$0.00	\$678,882.46	\$13,577.65	\$0.00	\$0.00	\$0.00	\$0.00	\$440.48	\$10.81	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Indiana	\$0.00	\$0.00	\$5,137,938.44	\$126,850.87	\$0.00	\$0.00	\$68.04	\$1.50	\$32,119.90	\$706.65	\$0.00	\$0.00
4Q 2016 - Submitted	Indiana	\$0.00	\$0.00	\$441,586.99	\$13,155.57	\$33,443.46	\$735.76	\$3,908.24	\$86.04	\$251,405.01	\$5,530.91	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Iowa	\$106,790.06	\$2,093.22	\$3,233,868.40	\$64,677.36	\$0.00	\$0.00	\$3,132.14	\$62.68	\$21,018.42	\$482.14	\$0.00	\$0.00
4Q 2016 - Submitted	Iowa	\$0.00	\$0.00	\$545,690.89	\$10,913.82	\$0.00	\$0.00	\$0.00	\$0.00	\$3,391.95	\$67.84	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Kansas	\$1,118,350.88	\$23,347.13	\$9,353,307.22	\$153,182.24	\$0.00	\$0.00	\$1,495.89	\$26.23	\$13,058.83	\$261.21	\$171.56	\$3.43
4Q 2016 - Submitted	Kansas	\$556,572.50	\$11,131.45	\$1,395,212.15	\$25,686.17	\$0.00	\$0.00	\$50.40	\$4.72	\$3,539.00	\$70.78	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Kentucky	\$956,495.00	\$19,129.91	\$3,417,196.91	\$60,646.55	\$4,910.60	\$98.22	\$989.01	\$19.76	\$121,996.27	\$2,440.21	\$0.00	\$0.00
4Q 2016 - Submitted	Kentucky	\$19,245.51	\$377.37	\$711,521.99	\$14,230.44	\$0.00	\$0.00	\$228.22	\$4.58	\$36,122.34	\$722.45	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Massachusetts	\$0.00	\$0.00	\$184,253.20	\$3,685.06	\$0.00	\$0.00	\$0.00	\$0.00	\$39,619.36	\$792.39	\$0.00	\$0.00
4Q 2016 - Submitted	Massachusetts	\$0.00	\$0.00	\$14,908.48	\$298.17	\$0.00	\$0.00	\$0.00	\$0.00	\$663.00	\$13.26	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Michigan	\$5,383.18	\$107.67	\$1,550,507.33	\$27,430.25	\$0.00	\$0.00	\$4,918.50	\$98.37	\$141,305.12	\$2,826.66	\$0.00	\$0.00
4Q 2016 - Submitted	Michigan	\$4,840.92	\$94.93	\$239,206.87	\$4,784.14	\$0.00	\$0.00	\$0.00	\$0.00	\$95,560.84	\$1,911.22	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Minnesota	\$3,815,002.73	\$75,709.13	\$6,117,387.29	\$122,347.70	\$0.00	\$0.00	\$6,724.16	\$134.46	\$228,010.45	\$4,560.63	-\$1,112.50	-\$22.25
4Q 2016 - Submitted	Minnesota	\$0.00	\$0.00	\$938,289.81	\$18,765.80	\$0.00	\$0.00	\$0.00	\$0.00	\$43,646.46	\$872.93	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Missouri	\$3,909,991.94	\$78,199.84	\$8,083,148.01	\$161,663.29	\$0.00	\$0.00	\$0.00	\$0.00	\$73,944.47	\$1,478.89	\$1,737,691.49	\$34,753.83
4Q 2016 - Submitted	Missouri	\$571,323.50	\$11,426.47	\$3,757,173.06	\$75,143.46	\$0.00	\$0.00	\$0.00	\$0.00	\$9,278.50	\$185.57	\$0.00	\$0.00

		Bid #014											
<u>Response Status</u>	<u>Submitter ID</u>	<u>WTI Sales</u>	<u>WTI AdmFee</u>	<u>CDWG Sales</u>	<u>CDWG AdmFee</u>	<u>Interior Sales</u>	<u>Interior AdmFee</u>	<u>Midwest Sales</u>	<u>Midwest AdmFee</u>	<u>MNJ Sales</u>	<u>MNJ AdmFee</u>	<u>School Specialty Furniture Sales</u>	<u>School Specialty Furniture AdmFee</u>
1, 2, & 3Q's 2016 - Submitted	Montana	\$0.00	\$0.00	\$917,900.59	\$18,358.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Montana	\$0.00	\$0.00	\$952,704.91	\$19,054.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Nebraska	\$160,526.09	\$3,147.57	\$1,360,547.07	\$27,210.94	\$0.00	\$0.00	\$13,409.01	\$268.18	\$56,334.43	\$1,126.69	\$6,312.87	\$126.26
4Q 2016 - Submitted	Nebraska	\$0.00	\$0.00	\$114,871.69	\$2,297.43	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.41	\$200.01	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	New Jersey	\$3,138,500.52	\$69,047.01	\$0.00	\$0.00	\$4,784.82	\$95.70	\$1,107.10	\$22.14	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	New Jersey	\$347,937.96	\$6,958.76	\$0.00	\$0.00	\$0.00	\$0.00	\$12,466.88	\$249.34	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	New Mexico	\$53,339.00	\$1,046.00	\$8,209,980.00	\$164,200.00	\$0.00	\$0.00	\$7,559.00	\$148.00	\$488,824.00	\$9,777.00	\$1,996,691.00	\$23,109.00
4Q 2016 - Submitted	New Mexico	\$0.00	\$0.00	\$1,500,315.50	\$30,006.31	\$0.00	\$0.00	\$0.00	\$0.00	\$216,450.50	\$4,329.01	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	North Dakota	\$0.00	\$0.00	\$503,111.69	\$10,062.24	\$0.00	\$0.00	\$1,605.20	\$32.11	\$9,587.59	\$191.77	\$56,458.41	\$1,129.17
4Q 2016 - Submitted	North Dakota	\$0.00	\$0.00	\$161,915.67	\$3,238.31	\$0.00	\$0.00	\$0.00	\$0.00	\$1,185.44	\$23.71	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Ohio	\$4,119,624.59	\$82,392.50	\$9,269,040.23	\$167,617.68	\$0.00	\$0.00	\$0.00	\$0.00	\$870,641.44	\$17,413.25	\$571,573.31	\$11,431.46
4Q 2016 - Submitted	Ohio	\$336,870.57	\$6,737.42	\$1,900,355.62	\$38,007.11	\$0.00	\$0.00	\$0.00	\$0.00	\$450,655.25	\$9,013.31	\$127,312.00	\$2,546.24
Draft	Oregon	\$147,057.68	\$2,131.27	\$9,464,629.50	\$128,620.51	\$0.00	\$0.00	\$3,392.10	\$67.84	\$113,152.90	\$2,263.06	\$166.62	\$3.33
4Q 2016 - Submitted	Oregon	\$69,949.28	\$1,398.99	\$1,776,410.76	\$35,528.22	\$0.00	\$0.00	\$976.50	\$19.53	\$13,319.71	\$266.39	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Pennsylvania	\$39,152,073.69	\$699,183.65	\$3,196,806.97	\$63,936.15	\$0.00	\$0.00	\$45,784.69	\$915.70	\$0.00	\$0.00	\$7,788.00	\$155.76
4Q 2016 - Submitted	Pennsylvania	\$2,723,582.30	\$54,329.92	\$965,904.41	\$19,318.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Texas	\$0.00	\$0.00	\$1,152,980.93	\$23,059.62	\$0.00	\$0.00	\$0.00	\$0.00	\$1,055,803.00	\$21,116.07	\$0.00	\$0.00
4Q 2016 - Submitted	Texas	\$0.00	\$0.00	\$331,615.93	\$6,632.32	\$0.00	\$0.00	\$0.00	\$0.00	\$393,417.52	\$7,868.36	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Virginia	\$46,837.99	\$918.39	\$4,129,076.02	\$41,290.76	\$0.00	\$0.00	\$1,919.70	\$38.39	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Virginia	\$0.00	\$0.00	\$2,520,524.32	\$25,205.24	\$0.00	\$0.00	\$11,722.40	\$234.45	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Washington	\$4,342,604.00	\$86,852.00	\$16,032,422.00	\$320,648.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Washington	\$1,874,575.00	\$37,491.00	\$3,981,918.00	\$79,638.00	\$0.00	\$0.00	\$408.00	\$8.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	West Virginia	\$0.00	\$0.00	\$3,458,137.81	\$69,162.76	\$0.00	\$0.00	\$0.00	\$0.00	\$28,521.74	\$595.22	\$3,156.16	\$0.00
4Q 2016 - Submitted	West Virginia	\$0.00	\$0.00	\$1,564,497.00	\$31,289.94	\$0.00	\$0.00	\$0.00	\$0.00	\$16,026.53	\$320.54	\$7,234.18	\$0.00
1, 2, & 3Q's 2016 - Submitted	Wisconsin	\$337,146.60	\$6,742.93	\$1,121,628.19	\$15,786.68	\$4,493.23	\$89.86	\$697.94	\$13.63	\$160,726.26	\$3,214.53	\$99,451.26	\$43.50
4Q 2016 - Submitted	Wisconsin	\$7,191.50	\$143.83	\$170,068.50	\$3,401.37	\$0.00	\$0.00	\$0.00	\$0.00	\$61,059.00	\$1,221.18	\$0.00	\$0.00

<u>Response Status</u>	<u>Submitter ID</u>							Bid #015				
		<u>School Specialty Industrial</u>	<u>School Specialty Industrial AdmFee</u>	<u>School Specialty Sports Sales</u>	<u>School Specialty Sports AdmFee</u>	<u>Troxell Sales</u>	<u>Troxell AdmFee</u>	<u>CEIA Sales</u>	<u>CEIA AdmFee</u>	<u>CITI Sales</u>	<u>CITI AdmFee</u>	<u>i3 Sales</u>
1, 2, & 3Q's 2016 - Submitted	Wyoming	\$6,565.79	\$52.26	\$1,836.59	\$12.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Wyoming	\$0.00	\$25.98	\$251.35	\$12.14	\$43.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total 2016 Sales		\$1,601,817.06		\$65,184.41		\$137,314.82		\$9.00		\$12,638.00		\$9.00
Total 2016 Admin Fees			\$31,992.08		\$1,192.83		\$2,766.51		\$9.00		\$261.58	
Totals By Bids												
Total 2016 Sales								\$51,003,929.71				
Total 2016 Admin Fees								\$1,089,806.71				

AEPA 2016 Member Sales & Admin Fees											
Report March 10, 2017											
<u>Response Status</u>	<u>Submitter ID</u>	<u>3 AdmFee</u>	<u>Independent Stationers Sales</u>	<u>Independent Stationers AdmFee</u>	<u>Nilfisk Sales</u>	<u>Nilfisk AdmFee</u>	<u>Quill Instructional Sales</u>	<u>Quill Instructional AdmFee</u>	<u>Quill Office Sales</u>	<u>Quill Office AdmFee</u>	<u>Quill Break Room Sales</u>
1, 2, & 3Q's 2016 - Submitted	California	\$0.00	\$0.00	\$0.00	\$1,287.30	\$25.74	\$1,117,799.50	\$22,355.99	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	California	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$285,192.87	\$9,627.02	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Colorado	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$681,629.10	\$10,343.81	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Colorado	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$226,319.08	\$4,526.38	\$0.00	\$8,638.61	\$0.00
1, 2, & 3Q's 2016 - Submitted	Connecticut	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$719,193.47	\$14,383.87	\$0.00
4Q 2016 - Submitted	Connecticut	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$366,940.82	\$7,338.82	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Florida	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$929,825.24	\$27,061.84	\$0.00
4Q 2016 - Submitted	Florida	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$283,602.68	-\$2,792.95	\$0.00
1, 2, & 3Q's 2016 - Submitted	Indiana	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,590,970.31	\$35,001.35	\$0.00
4Q 2016 - Submitted	Indiana	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$753,172.50	\$16,569.80	\$0.00
1, 2, & 3Q's 2016 - Submitted	Iowa	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,086,247.71	\$41,724.96	\$0.00
4Q 2016 - Submitted	Iowa	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$427,422.40	\$8,548.45	\$0.00
1, 2, & 3Q's 2016 - Submitted	Kansas	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,251,403.49	\$13,971.51	\$0.00
4Q 2016 - Submitted	Kansas	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$278,674.68	\$5,573.49	\$0.00
1, 2, & 3Q's 2016 - Submitted	Kentucky	\$0.00	\$92,062.18	\$1,826.84	\$0.00	\$0.00	\$0.00	\$0.00	\$2,198,331.72	\$43,966.63	\$0.00
4Q 2016 - Submitted	Kentucky	\$0.00	\$17,193.72	\$343.87	\$0.00	\$0.00	\$575,228.43	\$11,504.57	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Massachusetts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,061.64	\$1,241.24	\$0.00
4Q 2016 - Submitted	Massachusetts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,710.00	\$694.20	\$0.00
1, 2, & 3Q's 2016 - Submitted	Michigan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Michigan	\$0.00	\$0.00	\$0.00	\$15,567.71	\$311.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Minnesota	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Minnesota	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Missouri	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$585,970.57	\$11,719.41	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Missouri	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$313,884.50	\$6,277.69	\$0.00	\$0.00	\$0.00

<u>Response Status</u>	<u>Submitter ID</u>	<u>13 AdmFee</u>	<u>Independent Stationers Sales</u>	<u>Independent Stationers AdmFee</u>	<u>Nilfisk Sales</u>	<u>Nilfisk AdmFee</u>	<u>Quill Instructional Sales</u>	<u>Quill Instructional AdmFee</u>	<u>Quill Office Sales</u>	<u>Quill Office AdmFee</u>	<u>Quill Break Room Sales</u>
1, 2, & 3Q's 2016 - Submitted	Montana	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$347,387.48	\$6,847.75	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Montana	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,688.51	\$3,013.77	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Nebraska	\$0.00	\$10,696.17	\$213.92	\$412.05	\$0.00	\$365,256.76	\$4,665.81	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Nebraska	\$0.00	\$566.47	\$11.33	\$0.00	\$0.00	\$79,150.32	\$1,583.01	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	New Jersey	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	New Jersey	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	New Mexico	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,534,459.00	\$30,689.00	\$0.00
4Q 2016 - Submitted	New Mexico	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	North Dakota	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	North Dakota	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Ohio	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,677,534.20	\$33,550.68	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Ohio	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$361,813.12	\$7,236.26	\$0.00	\$0.00	\$0.00
Draft	Oregon	\$0.00	\$0.00	\$0.00	\$1,655.94	\$33.12	\$508,462.17	\$10,169.24	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Oregon	\$0.00	\$0.00	\$0.00	\$1,655.94	\$33.12	\$110,590.34	\$2,211.81	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Pennsylvania	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400,199.72	\$28,003.99	\$0.00
4Q 2016 - Submitted	Pennsylvania	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352,575.21	\$7,051.50	\$0.00
1, 2, & 3Q's 2016 - Submitted	Texas	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,661,094.12	\$33,221.88	\$0.00
4Q 2016 - Submitted	Texas	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$343,856.40	\$6,877.13	\$0.00
1, 2, & 3Q's 2016 - Submitted	Virginia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,019,671.37	\$20,393.42	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Virginia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$225,248.93	\$4,505.98	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Washington	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Washington	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	West Virginia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,381,457.24	\$26,827.27	\$0.00
4Q 2016 - Submitted	West Virginia	\$0.00	\$25,141.36	\$502.83	\$0.00	\$0.00	\$398,046.75	\$7,541.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Wisconsin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$769,371.80	\$8,009.86	\$0.00
4Q 2016 - Submitted	Wisconsin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$176,289.00	\$3,525.78	\$0.00	\$0.00	\$0.00

AEPA 2016 Member Sales & Admin Fees										
Report March 10, 2017										
<u>Response Status</u>	<u>Submitter ID</u>	<u>Quill Break Room</u>	<u>School Specialty</u>	<u>School Specialty</u>	<u>Staples</u>	<u>Staples</u>	<u>Staples Office</u>	<u>Staples Office</u>	<u>Staples Break</u>	<u>Staples Break</u>
		<u>AdmFee</u>	<u>Instructional Sales</u>	<u>Instructional</u>	<u>Instructional</u>	<u>Instructional</u>	<u>Supplies Sales</u>	<u>Supplies</u>	<u>Room Sales</u>	<u>Room</u>
				<u>AdmFee</u>	<u>Sales</u>	<u>AdmFee</u>		<u>AdmFee</u>		<u>AdmFee</u>
1, 2, & 3Q's 2016 - Submitted	California	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	California	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Colorado	\$0.00	\$701,836.40	\$14,086.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Colorado	\$0.00	\$106,473.62	\$2,129.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Connecticut	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Connecticut	\$0.00	\$0.00	\$0.00	\$37,354.28	\$747.09	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Florida	\$0.00	\$3,552.42	\$71.05	\$0.00	\$0.00	\$137,770.38	\$2,755.41	\$0.00	\$0.00
4Q 2016 - Submitted	Florida	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,382.10	\$27.62	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Indiana	\$0.00	\$541,329.01	\$11,710.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Indiana	\$0.00	\$131,416.22	\$2,904.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Iowa	\$0.00	\$2,673,066.66	\$53,461.33	\$12,408.15	\$248.16	\$113,037.30	\$80,783.17	\$1,622.42	\$32.45
4Q 2016 - Submitted	Iowa	\$0.00	\$265,016.02	\$5,300.32	\$12,636.47	\$252.73	\$129,546.73	\$2,590.93	\$3,608.17	\$72.16
1, 2, & 3Q's 2016 - Submitted	Kansas	\$0.00	\$17,143.27	\$496.22	\$258,244.34	\$4,755.51	\$3,523.30	\$35.76	\$2,197.26	\$17.25
4Q 2016 - Submitted	Kansas	\$0.00	\$2,199.77	\$44.00	\$13,454.10	\$269.08	\$1,302.23	\$26.04	\$980.58	\$19.61
1, 2, & 3Q's 2016 - Submitted	Kentucky	\$0.00	\$244,652.34	\$5,226.00	\$0.00	\$0.00	\$36,025.00	\$720.50	\$0.00	\$0.00
4Q 2016 - Submitted	Kentucky	\$0.00	\$41,946.38	\$838.93	\$7,631.19	\$152.63	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Massachusetts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$428.88	\$8.58	\$0.00	\$0.00
4Q 2016 - Submitted	Massachusetts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Michigan	\$0.00	\$100.92	\$2.02	\$0.00	\$0.00	\$1,100.13	\$22.00	\$0.00	\$0.00
4Q 2016 - Submitted	Michigan	\$0.00	\$0.00	\$0.00	\$6.93	\$0.14	\$527.70	\$10.55	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Minnesota	\$0.00	\$2,646,587.13	\$52,931.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Minnesota	\$0.00	\$417,306.35	\$8,346.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Missouri	\$0.00	\$0.00	\$0.00	\$617.43	\$12.35	\$181,286.43	\$3,625.73	\$0.00	\$0.00
4Q 2016 - Submitted	Missouri	\$0.00	\$73,052.00	\$1,461.04	\$6,570.00	\$131.40	\$0.00	\$0.00	\$0.00	\$0.00

<u>Response Status</u>	<u>Submitter ID</u>	<u>Quill Break Room</u>	<u>School Specialty</u>	<u>School Specialty</u>	<u>Staples</u>	<u>Staples</u>	<u>Staples Office</u>	<u>Staples Office</u>	<u>Staples Break</u>	<u>Staples Break</u>
		<u>AdmFee</u>	<u>Instructional Sales</u>	<u>Instructional</u>	<u>Instructional</u>	<u>Instructional</u>	<u>Supplies Sales</u>	<u>Supplies</u>	<u>Room Sales</u>	<u>Room</u>
				<u>AdmFee</u>	<u>Sales</u>	<u>AdmFee</u>		<u>AdmFee</u>		<u>AdmFee</u>
1, 2, & 3Q's 2016 - Submitted	Montana	\$0.00	\$476,130.57	\$9,522.61	\$526.70	\$10.53	\$31,167.98	\$623.36	\$477.30	\$9.55
4Q 2016 - Submitted	Montana	\$0.00	\$277,089.41	\$5,541.78	\$2,119.75	\$42.39	\$19,070.84	\$381.42	\$1,167.38	\$23.35
1, 2, & 3Q's 2016 - Submitted	Nebraska	\$0.00	\$1,301,801.53	\$26,036.03	\$41,268.55	\$759.62	\$265,049.68	\$4,919.16	\$10,108.73	\$128.26
4Q 2016 - Submitted	Nebraska	\$0.00	\$86,056.24	\$1,721.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	New Jersey	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	New Jersey	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	New Mexico	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	New Mexico	\$0.00	\$174,790.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	North Dakota	\$0.00	\$877,065.68	\$17,541.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	North Dakota	\$0.00	\$108,800.24	\$2,176.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Ohio	\$0.00	\$4,283,151.84	\$85,463.09	\$43,422.20	\$868.45	\$1,925.80	\$38.51	\$621.97	\$12.44
4Q 2016 - Submitted	Ohio	\$0.00	\$783,813.64	\$15,676.27	\$14,343.36	\$286.87	\$0.00	\$0.00	\$0.00	\$0.00
Draft	Oregon	\$0.00	\$186,435.91	\$3,728.71	\$0.00	\$0.00	\$33,155.46	\$663.11	\$0.00	\$0.00
4Q 2016 - Submitted	Oregon	\$0.00	\$36,917.45	\$738.35	\$264.63	\$5.29	\$5,032.23	\$100.64	\$180.61	\$3.61
1, 2, & 3Q's 2016 - Submitted	Pennsylvania	\$0.00	\$1,980,207.53	\$39,646.81	\$0.00	\$0.00	\$48,481.78	\$969.64	\$0.00	\$0.00
4Q 2016 - Submitted	Pennsylvania	\$0.00	\$244,019.60	\$4,880.37	\$0.00	\$0.00	\$9,721.95	\$194.44	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Texas	\$0.00	\$237,270.42	\$4,745.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Texas	\$0.00	\$55,260.78	\$1,105.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Virginia	\$0.00	\$298,261.57	\$10,425.23	\$52,172.41	\$1,043.45	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Virginia	\$0.00	\$80,363.20	\$1,607.27	\$18,884.34	\$377.69	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Washington	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4Q 2016 - Submitted	Washington	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	West Virginia	\$0.00	\$1,149,698.98	\$23,564.75	\$0.00	\$0.00	\$25,486.98	\$509.74	\$0.00	\$0.00
4Q 2016 - Submitted	West Virginia	\$0.00	\$258,151.80	\$5,509.49	\$5,176.39	\$103.53	\$0.00	\$0.00	\$0.00	\$0.00
1, 2, & 3Q's 2016 - Submitted	Wisconsin	\$0.00	\$67,504.86	\$481.33	\$313.86	\$6.28	\$12,535.91	\$250.72	\$2,727.85	\$54.56
4Q 2016 - Submitted	Wisconsin	\$0.00	\$59,978.00	\$1,199.56	\$0.00	\$0.00	\$6,394.73	\$127.89	\$0.00	\$0.00

AEPA 2016 Member Sales & Admin Fees								
Report March 10, 2017								
<u>Response Status</u>	<u>Submitter ID</u>	<u>TeachingBooks.</u> <u>net AdmFee</u>	<u>TLC</u> <u>Library</u> <u>Sales</u>	<u>TLC</u> <u>Library</u> <u>AdmFee</u>	<u>UBU</u> <u>Sports</u> <u>Sales</u>	<u>UBU</u> <u>Sports</u> <u>AdmFee</u>	<u>2016 Totals</u> <u>Sales</u>	<u>2016 Totals</u> <u>Admin Fees</u>
1, 2, & 3Q's 2016 - Submitted	California	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,222,879.47	\$1,478,217.62
4Q 2016 - Submitted	California	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,493,186.49	\$333,786.90
1, 2, & 3Q's 2016 - Submitted	Colorado	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,004,067.04	\$184,497.26
4Q 2016 - Submitted	Colorado	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,997,306.76	\$98,096.65
1, 2, & 3Q's 2016 - Submitted	Connecticut	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,755,582.59	\$34,891.73
4Q 2016 - Submitted	Connecticut	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,439,199.56	\$28,756.07
1, 2, & 3Q's 2016 - Submitted	Florida	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,651,741.19	\$101,552.79
4Q 2016 - Submitted	Florida	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,005,381.29	\$11,644.28
1, 2, & 3Q's 2016 - Submitted	Indiana	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,866,636.62	\$213,667.04
4Q 2016 - Submitted	Indiana	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,863,581.24	\$65,482.54
1, 2, & 3Q's 2016 - Submitted	Iowa	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,229,023.65	\$263,122.13
4Q 2016 - Submitted	Iowa	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,661,393.34	\$33,227.86
1, 2, & 3Q's 2016 - Submitted	Kansas	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,506,404.64	\$280,309.45
4Q 2016 - Submitted	Kansas	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,423,828.89	\$62,799.68
1, 2, & 3Q's 2016 - Submitted	Kentucky	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,039,284.48	\$173,407.12
4Q 2016 - Submitted	Kentucky	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,492,790.81	\$49,848.30
1, 2, & 3Q's 2016 - Submitted	Massachusetts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,081,117.42	\$21,622.36
4Q 2016 - Submitted	Massachusetts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$322,734.02	\$6,454.68
1, 2, & 3Q's 2016 - Submitted	Michigan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,660,107.79	\$69,575.90
4Q 2016 - Submitted	Michigan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$984,843.84	\$19,694.69
1, 2, & 3Q's 2016 - Submitted	Minnesota	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,263,126.97	\$344,217.31
4Q 2016 - Submitted	Minnesota	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,207,205.44	\$44,144.11
1, 2, & 3Q's 2016 - Submitted	Missouri	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,236,569.21	\$384,731.74
4Q 2016 - Submitted	Missouri	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,777,925.58	\$155,558.44

<u>Response Status</u>	<u>Submitter ID</u>	<u>TeachingBooks.</u> <u>net AdmFee</u>	<u>TLC</u> <u>Library</u> <u>Sales</u>	<u>TLC</u> <u>Library</u> <u>AdmFee</u>	<u>UBU</u> <u>Sports</u> <u>Sales</u>	<u>UBU</u> <u>Sports</u> <u>AdmFee</u>	2016 Totals <u>Sales</u>	2016 Totals <u>Admin Fees</u>
1, 2, & 3Q's 2016 - Submitted	Montana	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,143,641.12	\$42,772.82
4Q 2016 - Submitted	Montana	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,502,732.80	\$30,054.65
1, 2, & 3Q's 2016 - Submitted	Nebraska	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,033,020.64	\$83,689.62
4Q 2016 - Submitted	Nebraska	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$442,162.98	\$8,843.27
1, 2, & 3Q's 2016 - Submitted	New Jersey	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,765,167.78	\$81,580.36
4Q 2016 - Submitted	New Jersey	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$585,162.54	\$11,703.25
1, 2, & 3Q's 2016 - Submitted	New Mexico	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,243,271.00	\$334,482.00
4Q 2016 - Submitted	New Mexico	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,352,794.85	\$43,224.96
1, 2, & 3Q's 2016 - Submitted	North Dakota	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,847,956.91	\$36,959.17
4Q 2016 - Submitted	North Dakota	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$367,550.70	\$7,351.02
1, 2, & 3Q's 2016 - Submitted	Ohio	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,272,146.59	\$527,480.08
4Q 2016 - Submitted	Ohio	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,533,189.16	\$110,664.01
Draft	Oregon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,457,963.97	\$279,823.53
4Q 2016 - Submitted	Oregon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,866,896.94	\$58,229.31
1, 2, & 3Q's 2016 - Submitted	Pennsylvania	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,022,858.88	\$881,233.56
4Q 2016 - Submitted	Pennsylvania	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,123,965.19	\$122,000.72
1, 2, & 3Q's 2016 - Submitted	Texas	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,525,635.41	\$110,512.71
4Q 2016 - Submitted	Texas	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,474,825.10	\$29,496.52
1, 2, & 3Q's 2016 - Submitted	Virginia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,284,992.19	\$146,571.99
4Q 2016 - Submitted	Virginia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,816,841.34	\$38,680.94
1, 2, & 3Q's 2016 - Submitted	Washington	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,550,081.00	\$690,998.00
4Q 2016 - Submitted	Washington	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,256,409.00	\$205,124.00
1, 2, & 3Q's 2016 - Submitted	West Virginia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,821,537.73	\$296,066.39
4Q 2016 - Submitted	West Virginia	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,952,421.19	\$78,822.93
1, 2, & 3Q's 2016 - Submitted	Wisconsin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,449,236.68	\$72,146.46
4Q 2016 - Submitted	Wisconsin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$702,080.23	\$14,041.60

<u>Response Status</u>	<u>Submitter ID</u>	<u>TeachingBooks.</u> <u>net AdmFee</u>	<u>TLC</u> <u>Library</u> <u>Sales</u>	<u>TLC</u> <u>Library</u> <u>AdmFee</u>	<u>UBU</u> <u>Sports</u> <u>Sales</u>	<u>UBU</u> <u>Sports</u> <u>AdmFee</u>		<u>2016 Totals</u> <u>Sales</u>	<u>2016 Totals</u> <u>Admin Fees</u>
1, 2, & 3Q's 2016 - Submitted	Wyoming	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,105,512.79	\$17,260.50
4Q 2016 - Submitted	Wyoming	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$288,675.90	\$35,887.14
Total 2016 Sales			\$0.00		\$0.00			\$467,974,648.94	
Total 2016 Admin Fees		\$0.00		\$0.00		\$0.00			\$8,855,008.16
Totals By Bids									
Total 2016 Sales								\$467,974,648.94	
Total 2016 Admin Fees								\$8,855,008.16	

Member State Rankings												
Rank	State	2013	Rank	State	2014	Rank	State	2015	Rank	State	2016	Rank
1	California	\$ 70,380,307	1	California	\$ 105,235,927	1	California	\$ 93,115,977	1	California	\$ 92,716,066	1
2	Washington	\$ 54,780,206	2	Washington	\$ 64,998,130	2	Washington	\$ 47,085,551	2	Pennsylvania	\$ 55,146,824	2
3	Missouri	\$ 47,384,067	3	Ohio	\$ 43,314,767	3	Pennsylvania	\$ 46,412,719	3	Washington	\$ 44,806,490	3
4	Ohio	\$ 38,428,961	4	Pennsylvania	\$ 37,170,650	4	Ohio	\$ 38,030,671	4	Ohio	\$ 32,805,336	4
5	Pennsylvania	\$ 36,555,829	5	Missouri	\$ 30,544,670	5	New_Mexico	\$ 32,888,945	5	Missouri	\$ 27,014,495	5
6	Oregon	\$ 25,053,137	6	New Mexico	\$ 26,466,722	6	Missouri	\$ 30,300,462	6	Kansas	\$ 22,930,234	6
7	New Mexico	\$ 23,887,906	7	Kansas	\$ 17,523,570	7	Oregon	\$ 19,929,425	7	Virginia	\$ 22,101,834	7
8	Kansas	\$ 21,805,718	8	Oregon	\$ 15,509,857	8	Minnesota	\$ 16,336,553	8	Oregon	\$ 21,324,861	8
9	Iowa	\$ 12,837,481	9	Minnesota	\$ 14,790,753	9	Virginia	\$ 15,542,464	9	Minnesota	\$ 19,470,332	9
10	Minnesota	\$ 12,536,191	10	Virginia	\$ 13,638,859	10	Kansas	\$ 15,044,065	10	West Virginia	\$ 18,773,959	10
11	Colorado	\$ 11,921,945	11	Indiana	\$ 12,942,081	11	West Virginia	\$ 13,914,478	11	New Mexico	\$ 17,596,066	11
12	Indiana	\$ 11,461,590	12	Colorado	\$ 12,879,889	12	Colorado	\$ 12,382,487	12	Colorado	\$ 14,001,374	12
13	Michigan	\$ 9,713,393	13	Iowa	\$ 11,414,592	13	Kentucky	\$ 11,965,817	13	Indiana	\$ 11,730,218	13
14	Kentucky	\$ 9,299,962	14	Michigan	\$ 9,778,881	14	Iowa	\$ 11,962,921	14	Kentucky	\$ 11,532,075	14
15	West Virginia	\$ 7,222,865	15	Kentucky	\$ 9,617,904	15	Indiana	\$ 11,089,019	15	Iowa	\$ 10,890,417	15
16	Virginia	\$ 7,078,876	16	West Virginia	\$ 9,224,300	16	Michigan	\$ 6,682,147	16	Texas	\$ 7,000,461	16
17	Nebraska	\$ 5,521,547	17	Connecticut	\$ 7,697,556	17	Texas	\$ 6,605,838	17	Florida	\$ 5,657,122	17
18	Wisconsin	\$ 4,947,854	18	Nebraska	\$ 6,375,480	18	Connecticut	\$ 5,761,671	18	Wisconsin	\$ 5,151,317	18
19	Texas	\$ 4,852,198	19	Texas	\$ 5,776,593	19	Florida	\$ 5,353,186	19	Michigan	\$ 4,644,952	19
20	Montana	\$ 3,813,796	20	Wisconsin	\$ 5,690,714	20	Wisconsin	\$ 5,280,941	20	Nebraska	\$ 4,475,184	20
21	Connecticut	\$ 3,476,409	21	North Dakota	\$ 4,616,012	21	Nebraska	\$ 5,251,200	21	New Jersey	\$ 4,350,330	21
22	Florida	\$ 2,826,974	22	Montana	\$ 4,146,167	22	Montana	\$ 3,416,705	22	Montana	\$ 3,646,374	22
23	North Dakota	\$ 2,636,744	23	Florida	\$ 4,047,307	23	North Dakota	\$ 2,831,384	23	Wyoming	\$ 3,394,189	23
24	Wyoming	\$ 1,759,720	24	Wyoming	\$ 1,791,468	24	New Jersey	\$ 2,559,430	24	Connecticut	\$ 3,194,782	24
25	Massachusetts	\$ 722,705	25	New Jersey	\$ 1,148,318	25	Wyoming	\$ 2,384,328	25	North Dakota	\$ 2,215,508	25
26	New Jersey	\$ 616	26	Massachusetts	\$ 593,305	26	Massachusetts	\$ 1,323,800	26	Massachusetts	\$ 1,403,851	26
Totals		\$ 430,906,997			\$ 476,934,474			\$ 463,452,183			\$ 467,974,649	

Member State Signed Contracts, Sales and Admin Received 2016				
<u>YR</u>	<u>Vendors</u>	<u>Contracts</u>	<u>State Sales</u>	<u>Admin Received</u>
12	Quill (Kitchen Supplies & Equipment) #012 w/Additional 12 Month Option	17	\$105,750.25	\$1,078.25
13	Konica Minolta (Digital Copiers) #013	19	\$36,521,797.75	\$744,278.69
13	Kyocera Mita America, INC (Digital Copiers) #013	18	\$809,723.72	\$16,009.91
13	Progressive Services INC (Roofing) #013	14	\$5,992,331.67	\$119,359.04
13	Sivic Solutions Group (Medicaid) #013	9	\$744,862.89	\$8,104.06
13	Techline Sports Lighting (Athletic Lighting) #013	13	\$1,178,948.00	\$76,917.96
13	WTI-Weatherproofing Technologies Inc/Tremco (Roofing) #013	18	\$68,050,484.40	\$1,282,661.32
14	CDWG (Technology Catalog) #014	19	\$214,868,955.97	\$4,066,354.35
14	Interior Systems Inc (Furniture Supplies) #014	19	\$47,641.11	\$1,028.54
14	Midwest Technology Products (Industrial Supplies) #014	20	\$122,572.12	\$2,464.65
14	MNJ Technologies Direct Inc (Technology Catalog) #014	18	\$6,901,875.62	\$138,705.98
14	School Specialty (Furniture Supplies) #014	17	\$4,691,287.81	\$74,853.48
14	School Specialty (Industrial Supplies) #014	17	\$1,601,817.06	\$31,992.08
14	School Specialty (Sports Equipment & Supply Catalog) #014	17	\$65,184.41	\$1,192.83
14	Troxell Communications (Interactive Classroom Technology Catalog) #014	17	\$137,314.82	\$2,766.51
15	CEIA (Walk Through Metal Detectors) #015	17	\$9.00	\$9.00
15	Creative Information Technologies, Inc (CITI) (Security, Live Finger Print & Palm Screening) #015	14	\$12,638.00	\$261.58
15	Identification International, Inc (i3) (Security, Live Finger Print & Palm Screening) #015	16	\$9.00	\$9.00
15	Independent Stationers (Office Supplies Catalogs) #015	13	\$145,668.90	\$2,907.79
15	Nilfisk-Advance, Inc (Custodial Equipment Catalog) #015	18	\$20,587.94	\$412.33
15	Quill (Instructional Supply Catalog) #015	18	\$10,036,796.15	\$196,405.17

<u>YR</u>	<u>Vendors</u>	<u>Contracts</u>	<u>State Sales</u>	<u>Admin Received</u>
15	Quill (Office Supplies Catalog) #015	18	\$18,058,629.33	\$355,263.63
15	Quill (Rest Room, Break Room & Safety Supplies Catalog) #015	18	\$0.00	\$0.00
15	School Specialty (Instructional Supply Catalog) #015	17	\$21,100,695.63	\$424,561.22
15	Staples (Instructional Supply Catalog) #015	14	\$531,627.07	\$10,115.49
15	Staples (Office Supplies Catalog) #015	14	\$1,073,576.42	\$99,488.26
15	Staples (Rest Room, Break Room & Safety Supplies Catalog) #015	14	\$23,692.27	\$373.24
16	Daktronics Inc (Scoreboard & Marquee Signage) #016	19	\$8,344,364.26	\$168,262.03
16	Dude Solutions Inc dba SchoolDude & FacilityDude (Facility Management Software) #016	19	\$9,814,639.46	\$185,476.57
16	Field Turf USA Inc (Synthetic Turf) #016	18	\$32,399,128.08	\$443,814.94
16	Field Turf USA Inc (Tracks & Courts) #016	17	\$16,626,744.58	\$241,050.50
16	Hellas Construction Inc (Synthetic Turf) #016	17	\$1,677,753.31	\$33,555.07
16	Hellas Construction Inc (Tracks & Courts) #016	16	\$1,062,733.00	\$21,253.72
16	Mackin Educational Resources (Mobile Learning Solutions) #016	20	\$151,210.94	\$2,949.22
16	Motz Group (Synthetic Turf) #016	11	\$1,058,260.00	\$20,965.00
16	ProGrass LLC (Synthetic Truf) #016	14	\$4,005,338.00	\$80,106.75
16	Shaw Sport Turf (NOTE: For Turf & Install Only) (Synthetic Turf) #016	13	\$0.00	\$0.00
16	Sherwin-Williams Company (MRO Catalog) #016	15	\$0.00	\$0.00
16	TeachingBooks.net (Mobile Learning Solutions) #016	19	\$0.00	\$0.00
16	TLC Library Corporation (Mobile Learning Solutions) #016	20	\$0.00	\$0.00
16	UBU Sports (Synthetic Truf) #016	13	\$0.00	\$0.00
Totals			\$467,984,648.94	\$8,855,008.16

Total Sales by Member State				
State	2013	2014	2015	2016
California	\$ 70,380,307.31	\$ 105,235,927.37	\$ 93,115,976.87	\$ 92,716,065.96
Colorado	\$ 11,921,945.49	\$ 12,879,889.42	\$ 12,382,486.60	\$ 14,001,373.80
Connecticut	\$ 3,476,409.36	\$ 7,697,556.22	\$ 5,761,671.03	\$ 3,194,782.15
Florida	\$ 2,826,974.44	\$ 4,047,306.87	\$ 5,353,185.80	\$ 5,657,122.48
Indiana	\$ 11,461,590.04	\$ 12,942,080.51	\$ 11,089,018.74	\$ 11,730,217.86
Iowa	\$ 12,837,481.28	\$ 11,414,591.54	\$ 11,962,920.86	\$ 10,890,416.99
Kansas	\$ 21,805,717.51	\$ 17,523,570.34	\$ 15,044,065.20	\$ 22,930,233.53
Kentucky	\$ 9,299,962.36	\$ 9,617,904.20	\$ 11,965,817.25	\$ 11,532,075.29
Massachusetts	\$ 722,705.37	\$ 593,305.16	\$ 1,323,800.33	\$ 1,403,851.44
Michigan	\$ 9,713,393.22	\$ 9,778,881.37	\$ 6,682,146.54	\$ 4,644,951.63
Minnesota	\$ 12,536,190.57	\$ 14,790,752.84	\$ 16,336,553.36	\$ 19,470,332.41
Missouri	\$ 47,384,067.16	\$ 30,544,670.46	\$ 30,300,462.12	\$ 27,014,494.79
Montana	\$ 3,813,795.77	\$ 4,146,166.70	\$ 3,416,705.26	\$ 3,646,373.92
Nebraska	\$ 5,521,546.56	\$ 6,375,479.59	\$ 5,251,199.72	\$ 4,475,183.62
New Jersey	\$ 615.64	\$ 1,148,318.17	\$ 2,559,429.50	\$ 4,350,330.32
New Mexico	\$ 23,887,906.37	\$ 26,466,722.16	\$ 32,888,945.11	\$ 17,596,065.85
North Dakota	\$ 2,636,743.88	\$ 4,616,012.47	\$ 2,831,383.65	\$ 2,215,507.61
Ohio	\$ 38,428,960.92	\$ 43,314,767.14	\$ 38,030,670.96	\$ 32,805,335.75
Oregon	\$ 25,053,136.85	\$ 15,509,857.00	\$ 19,929,425.38	\$ 21,324,860.91
Pennsylvania	\$ 36,555,828.96	\$ 37,170,650.25	\$ 46,412,718.52	\$ 55,146,824.07
Texas	\$ 4,852,198.22	\$ 5,776,593.23	\$ 6,605,838.34	\$ 7,000,460.51
Virginia	\$ 7,078,875.59	\$ 13,638,858.61	\$ 15,542,463.60	\$ 22,101,833.53
Washington	\$ 54,780,205.58	\$ 64,998,129.61	\$ 47,085,551.00	\$ 44,806,490.00
West Virginia	\$ 7,222,865.36	\$ 9,224,299.65	\$ 13,914,478.38	\$ 18,773,958.92
Wisconsin	\$ 4,947,854.17	\$ 5,690,714.35	\$ 5,280,940.76	\$ 5,151,316.91
Wyoming	\$ 1,759,719.50	\$ 1,791,468.35	\$ 2,384,328.00	\$ 3,394,188.69
Totals	\$ 430,906,997.48	\$ 476,934,473.58	\$ 463,452,182.88	\$ 467,974,648.94

Total Sales by Vendor Partner				
Vendor Partner	2013 Total Sales	2014 Total Sales	2015 Total Sales	2016 Total Sales
CDW-G	\$ 174,891,802	\$ 237,936,528	\$ 210,055,546	\$ 214,868,956
CEIA	\$ -	\$ -	\$ 18,906	\$ 9
Creative Information Technologies	\$ -	\$ -	\$ -	\$ 12,638
Daktronics	\$ 4,932,820	\$ 5,800,772	\$ 7,290,953	\$ 8,344,364
Field Turf (Combined)	\$ 41,767,636	\$ 24,645,421	\$ 34,031,052	\$ 49,025,873
Field Turf-Track	\$ 10,437,968	\$ 10,281,514	\$ 10,697,633	\$ 16,626,745
Field Turf-Turf	\$ 31,329,668	\$ 14,363,906	\$ 23,333,419	\$ 32,399,128
Hellas (Combined)	\$ -	\$ -	\$ -	\$ 2,740,486
Hellas Turf-Track	\$ -	\$ -	\$ -	\$ 1,062,733
Hellas Turf-Turf	\$ -	\$ -	\$ -	\$ 1,677,753
i3-Identificatioin International Inc	\$ -	\$ -	\$ -	\$ 9
Independent Stationers	\$ -	\$ -	\$ 23,469	\$ 145,669
Interior Systems	n/a	\$ 14,378	\$ 218,206	\$ 47,641
Konica Minolta	\$ 37,860,675	\$ 33,881,150	\$ 34,444,803	\$ 36,521,798
Kyocera Mita	\$ 1,050,204	\$ 1,357,157	\$ 2,188,063	\$ 809,724
Mackin	\$ 297,049	\$ 512,605	\$ 588,953	\$ 151,211
Midwest Technology Products	\$ 145,159	\$ 272,025	\$ 111,890	\$ 122,572
MNJ Technologies	\$ 5,577,930	\$ 11,546,176	\$ 9,379,136	\$ 6,901,876
Motz	\$ -	\$ -	\$ -	\$ 1,048,260
Nilfisk	\$ -	\$ -	\$ 35,204	\$ 20,588
Peripole	\$ 14,380	\$ 1,512	\$ 2,541	\$ -
Prograss	\$ 1,872,394	\$ 1,948,312	\$ 3,722,650	\$ 4,005,338
Progressive Roofing	\$ 322,047	\$ 1,022,883	\$ 6,596,257	\$ 5,992,332
Quill (Combined)	\$ 25,314,972	\$ 28,392,225	\$ 30,400,963	\$ 28,201,176
Quill-Kitchen Supplies	\$ 184,877	\$ 178,511	\$ 3,850	\$ 105,750
Quill-Instructional	\$ 25,130,095	\$ 28,213,714	\$ 15,035,483	\$ 10,036,796
Quill-Office	\$ -	\$ -	\$ 15,361,630	\$ 18,058,629
Quill-Custodial	\$ -	\$ -	\$ -	\$ -
School Specialty (Combined)	\$ 24,900,688	\$ 27,875,165	\$ 27,282,020	\$ 27,458,985
School Specialty - Industrial				\$ 1,601,817
School Specialty - Instructional	\$ 24,319,341	\$ 27,651,833	\$ 19,465,071	\$ 21,100,696
School Specialty Career Tech	n/a	\$ 33,854	\$ 497,154	\$ -
School Specialty Sports	n/a	\$ 114,377	\$ 113,519	\$ 65,184
School Specialty - FFE	\$ 581,347	\$ 75,100	\$ 7,206,276	\$ 4,691,288
SchoolDude	\$ 5,340,820	\$ 6,034,316	\$ 6,959,658	\$ 9,814,639
Shaw Turf	\$ -	\$ -	\$ -	\$ -
Sherwin Williams	\$ -	\$ -	\$ -	\$ -
Sivic Solutions	\$ 5,838,737	\$ 9,992,535	\$ 15,500,034	\$ 744,863
Spectrum	\$ 399,822	\$ -	\$ -	\$ -
Sports Supply Group	\$ 333,210	\$ -	\$ -	\$ -
Sport Surfaces (Combined)	\$ 4,529,368	\$ 5,599,032	\$ 5,630,829	\$ -
Sports Surfaces-Track	\$ 3,244,749	\$ 2,087,395	\$ 3,373,264	\$ -
Sports Sufaces-Flooring	\$ 1,284,619	\$ 3,511,637	\$ 2,257,565	\$ -
Staples (Combined)	\$ 7,208,347	\$ 5,374,033	\$ 3,163,098	\$ 1,628,896
Staples-Office	\$ 7,062,509	\$ 5,370,426	\$ 2,305,554	\$ 1,073,576
Staples-Custodial	\$ 73,177	\$ -	\$ 74,638	\$ 23,692
Staples FFE	\$ 72,661	\$ 3,607	\$ 1,299	\$ -
Staples - Instructional	\$ -	\$ -	\$ 781,607	\$ 531,627
TeachingBooks.net	\$ -	\$ -	\$ -	\$ -
Techline Lighting	\$ 637,828	\$ 954,655	\$ -	\$ 1,178,948
TLC Library	\$ -	\$ -	\$ -	\$ -
Troxell	n/a	\$ 266,317	\$ 607,807	\$ 137,315
UBU	\$ 386,602	\$ 448,880	\$ 1,096,245	\$ -
WTI/Tremco	\$ 63,972,502	\$ 49,545,405	\$ 64,103,900	\$ 68,050,484
CCS Presentation	\$ 1,681,153	\$ -	\$ -	n/a
EduTone	\$ -	\$ -	n/a	n/a
eInstruction	\$ -	\$ 1,196	n/a	n/a
Modern Building Systems	\$ 5,350,253	\$ 6,267,913	n/a	n/a
Point Nationwide	\$ 251,275	\$ 158,606	n/a	n/a
School Reach	\$ 393,984	\$ -	n/a	n/a
Smart Horizons	\$ 19,827	\$ 1,000	n/a	n/a
Williams Scotsman	\$ 15,615,513	\$ 17,084,277	n/a	n/a
Totals	\$ 428,098,829	\$ 476,934,474	\$ 463,452,183	\$ 467,974,649

Vendor Partner Rankings

Rank	Vendor Partner	2013	Rank	Vendor Partner	2014	Rank	Vendor Partner	2015	Rank	Vendor Partner	2016	Rank
1	CDW-G	\$ 174,891,802	1	CDW-G	\$ 237,936,528	1	CDWG	\$ 210,055,546	1	CDWG	\$ 214,868,956	1
2	WTI/Tremco	\$ 63,972,502	2	WTI/Tremco	\$ 49,545,405	2	WTI/Tremco	\$ 64,103,900	2	WTI/Tremco	\$ 68,050,484	2
3	Field Turf (Combined)	\$ 41,767,636	3	Konica Minolta	\$ 33,881,150	3	Konica Minolta	\$ 34,444,803	3	Field Turf (Combined)	\$ 49,025,873	3
4	Konica Minolta	\$ 37,860,675	4	Quill (Combined)	\$ 28,392,225	4	Field Turf (Combined)	\$ 34,031,052	4	Konica Minolta	\$ 36,521,798	4
5	Quill (Combined)	\$ 25,314,972	5	School Specialty (Combined)	\$ 27,875,165	5	Quill (Combined)	\$ 30,400,963	5	Quill (Combined)	\$ 28,201,176	5
6	School Specialty (Combined)	\$ 24,900,688	6	Field Turf (Combined)	\$ 24,645,421	6	School Specialty (Combined)	\$ 27,282,020	6	School Specialty (Combined)	\$ 27,458,985	6
7	Williams Scotsman	\$ 15,615,513	7	Williams Scotsman	\$ 17,084,277	7	Sivic	\$ 15,500,034	7	SchoolDude	\$ 9,814,639	7
8	Staples (Combined)	\$ 7,208,347	8	MNJ Technologies	\$ 11,546,176	8	MNJ Technologies	\$ 9,379,136	8	Daktronics	\$ 8,344,364	8
9	Sivic Solutions	\$ 5,838,737	9	Sivic Solutions	\$ 9,992,535	9	Daktronics	\$ 7,290,953	9	MNJ Technologies	\$ 6,901,876	9
10	MNJ Technologies	\$ 5,577,930	10	Modern Building Systems	\$ 6,267,913	10	SchoolDude	\$ 6,959,658	10	Progressive Roofing	\$ 5,992,332	10
11	Modern Building Systems	\$ 5,350,253	11	SchoolDude	\$ 6,034,316	11	Progressive Roofing	\$ 6,596,257	11	ProGrass	\$ 4,005,338	11
12	School Dude	\$ 5,340,820	12	Daktronics	\$ 5,800,772	12	Sports Surfaces	\$ 5,630,829	12	Hellas	\$ 2,740,486	12
13	Daktronics	\$ 4,932,820	13	Sport Surfaces (Combined)	\$ 5,599,032	13	ProGrass	\$ 3,722,650	13	Staples	\$ 1,628,896	13
14	Sport Surfaces (Combined)	\$ 4,529,368	14	Staples (Combined)	\$ 5,374,033	14	Staples	\$ 3,163,098	14	Techline	\$ 1,178,948	14
15	Prograss	\$ 1,872,394	15	Prograss	\$ 1,948,312	15	Kyocera Mita	\$ 2,188,063	15	Motz Group	\$ 1,048,260	15
16	CCS Presentation	\$ 1,681,153	16	Kyocera Mita	\$ 1,357,157	16	UBU	\$ 1,096,245	16	Kyocera Mita	\$ 809,724	16
17	Kyocera Mita	\$ 1,050,204	17	Progressive Roofing	\$ 1,022,883	17	Troxel	\$ 607,807	17	Sivic	\$ 744,863	17
18	Techline Lighting	\$ 637,828	18	Techline Lighting	\$ 954,655	18	Mackin	\$ 588,953	18	Mackin	\$ 151,211	18
19	Spectrum	\$ 399,822	19	Mackin	\$ 512,605	19	Interior Systems	\$ 218,206	19	Independent Stationers	\$ 145,669	19
20	School Reach	\$ 393,984	20	UBU	\$ 448,880	20	Midwest Technology	\$ 111,890	20	Troxel	\$ 137,315	20
21	UBU	\$ 386,602	21	Midwest Technology Products	\$ 272,025	21	Nilfisk	\$ 35,204	21	Midwest Technology	\$ 122,572	21
22	Sports Supply Group	\$ 333,210	22	Troxell	\$ 266,317	22	Independent Stationers	\$ 23,469	22	Interior Systems	\$ 47,641	22
23	Progressive Roofing	\$ 322,047	23	Point Nationwide	\$ 158,606	23	CEIA	\$ 18,906	23	Nilfisk	\$ 20,588	23
24	Mackin	\$ 297,049	24	Interior Systems	\$ 14,378	24	Peripole	\$ 2,541	24	Creative Information Technologies	\$ 12,638	24
25	Point Nationwide	\$ 251,275	25	Peripole	\$ 1,512	25	Creative Information Technologies	\$ -		CEIA	\$ 9	25
26	Midwest Technology Products	\$ 145,159	26	eInstruction	\$ 1,196	26	i3-Identification International Inc	\$ -		i3-Identification International Inc	\$ 9	26
27	Smart Horizons	\$ 19,827	27	Smart Horizons	\$ 1,000	27	Techline	\$ -		Sports Surfaces	\$ -	
28	Peripole	\$ 14,380	28	EduTone	\$ -					Peripole	\$ -	
29	Robson Corporation	\$ -								UBU	\$ -	
30	EduTone	\$ -										
31	Emantras	\$ -										
32	Aries	\$ -										
33	eInstruction	\$ -										
34	Blackboard	\$ -										
35	GoKnow	\$ -										
Totals		\$ 430,906,997			\$ 476,934,474			\$ 463,452,183			\$ 467,974,650	



**Revised Exhibit A
2018 to 2021 Renewal Pricing for
ESUCC Cooperative Marketplace**

1. **Renewal License Pricing.** EQL Grants to ESUCC a license to the EqualLevel (EQL) Cooperative Marketplace platform as specified below to operate a client-branded online marketplace which will enable members of the client's cooperative purchasing programs to order products and services directly from the Client's marketplace. The term of the License shall be three years.

Base Cooperative Marketplace Bundle:

- Custom Marketplace branding
- Standard Shopping, Catalog, Requisition, and Order Management configuration
- Up to 25 3rd party punchout catalogs/contracts, includes:
 - 3rd party punch-out connections
 - Search Connectors
 - Equal Level GO (single supplier punchout site)
- Free-form ordering
- Up to 50 qQuote suppliers
- Administrator, buyer and shopper roles
- Transfer cart to authorized buyers
- Contract management and ability to manage access to contracts at user or group level
- Purchase order and pCard payment
- Customizable registration module
- State wide reporting
- Google Analytics
- Direct system administration

Base Bundle Modules	See description	Included
Approvals	Automated requisition approval routing - configurable w/\$-based, commodity-based, role based chains	Included
Detailed Reporting	District level and region (business group) based reporting - including reports by supplier, items, and users within an organization	Included
Quick Quote	Cart driven multi-line item quote creation, distribution and award	Included (up to 50 qQuote suppliers)
Price Check	Price checks and validation of prices at Punch-out sites	Included
Budget Management for Private Marketplaces	Manage individual contract budget by agency/dept.	Not Included \$3,500 per yr.
Multi-Vendor GO site	Up to 40 suppliers in a GO site managed by the buyer	Included (two sites)
Order Aggregation/Mgt.	Electronic order aggregation/merge and portal email order delivery	Included (waived \$3,500 per yr. fee)*
Multiple Level Admin	Third-level administration for (Two-level administration included with Base Bundle)	Included (waived \$4,500 per yr. fee)*
Total		\$48,825 per yr.



(ii) Additional Catalog Management

Catalog Type	Annual Fee
Standard CXML, or OCI Punch-out	\$780 per yr.
Search Connector	included with Punch-out if site is compatible
Equal Level GO (supplier managed synced catalog)	\$0.0 per yr.
qQuote	\$100.0 per yr.

2. **Support Services.** EQL will provide Support Services to the Client, in accordance with and subject to the terms and conditions set forth in the original Agreement.

3. **Payment.** Payment for the license fees shall be due as follows:

- \$48,825 Annual License Fees due September 30, 2018 for the service period 09/1/2018 to 08/31/2019.
- \$48,825 Annual License Fees due September 30, 2019 for the service period 09/1/2019 to 08/31/2020.
- \$48,825 Annual License Fees due September 30, 2020 for the service period 09/1/2020 to 08/31/2021.



**AMENDMENT NUMBER 1
TO THE AGREEMENT
BETWEEN THE
EDUCATION SERVICE UNIT COORDINATING COUNCIL, NEBRASKA
AND
ION WAVE TECHNOLOGIES, INC.**

This Amendment Number 1 entered into and effective on April 1, 2018, modifies the Master License and Services Agreement (“Agreement”) between the Education Service Unit Coordinating Council, (“Client”) and Ion Wave Technologies, Inc. (“IWT”) entered into on June 15, 2015 as follows:

1. Definitions: All definitions set forth in the Agreement shall have the same meaning unless stated otherwise in this Amendment.
2. This Amendment Number 1 is issued to extend the term of the previous Agreement, as detailed in the attached Exhibit A-1.
3. All other terms and conditions of the Agreement remain unchanged.

[Remainder of page left intentionally blank – Exhibit A-1 follows]

Exhibit A-1 Licensed Products

1. **License Grant.** IWT Grants to Client, in accordance with and subject to the terms and conditions set forth in this Agreement, a license to the IWT products as specified below:
 - (i) IWT Sourcing software subject to the following terms and restrictions:
 - The previous license grant shall be extended for an additional five (5) year period, with usage limited to client employees.
 - The IWT Sourcing license shall include the Electronic Bidding (eRFx) and Supplier Management / Registration Modules. The Reverse Auction module, the Bid Evaluation Scoring module, and any future modules released by IWT are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
 - The cost of the license shall be paid annually as outlined in the payment section below.
 - (ii) IWT Contract Management software subject to the following terms and restrictions:
 - The previous license grant shall be extended for an additional five (5) year period, with usage limited to client employees.
 - The Contract Management license shall include the Contract and Insurance Certificate Management modules. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
 - The cost of the license shall be paid annually as outlined in the payment section below when bundled with IWT Sourcing.

2. **Support Services.** IWT will provide Support Services to the Client, in accordance with and subject to the terms and conditions set forth in this Agreement, as specified below:
 - (i) Support and Maintenance:
 - IWT will provide Support Services as detailed in Exhibit B for the products listed above during the extended license period at no additional cost to Client.

3. **Payment.** Payment for the license fees shall be due as follows:
 - (i) \$26,250 Annual License Fees due September 15, 2018 for the service period 09/15/2018 to 09/14/2019.
 - (ii) \$26,500 Annual License Fees due September 15, 2019 for the service period 09/15/2019 to 09/14/2020.
 - (iii) \$26,750 Annual License Fees due September 15, 2020 for the service period 09/15/2020 to 09/14/2021.
 - (iv) \$27,000 Annual License Fees due September 15, 2021 for the service period 09/15/2021 to 09/14/2022.
 - (v) \$27,250 Annual License Fees due September 15, 2022 for the service period 09/15/2022 to 09/14/2023.

4. **Non Appropriation.** Client intends to remit to IWT all payments for the full term if funds are legally available. In the event Client is not granted an appropriation of funds at any time during the term for the funds and are not, otherwise available to Client to pay IWT payments due and to become due under this Agreement, and there is no other available funds by which payment can be made to IWT, and the non-appropriation did not result from an act or omission by Client, Client shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Client, except as to the portion of the payments for which funds shall have been appropriated and budgeted. At least ninety (90) days prior to the end of Client's fiscal period, Client's Business Services Executive Director shall certify in writing that (1) funds have not been appropriated for the next fiscal period, (b) such non-appropriation did not result from any act or failure to act by Client, and (c) Client has exhausted all funds legally available to pay IWT. If Client terminates this Agreement because of non-appropriation of funds, Client may not purchase or lease during the subsequent fiscal period, software and/or service performing the same function as, or functions taking the place of those performed by the software and/or service provided by IWT; however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Amendment 1 to be executed and amended to the Agreement by its duly authorized representative.

IWT - Ion Wave Technologies, Inc. (IWT)	Client - Education Service Unit Coordinating Council, NE
Signed:	Signed:
Printed Name:	Printed Name:
Printed Title:	Printed Title:
Date:	Date:

IWT Sourcing
SPECIAL PRICING OPTIONS
ESUCC Cooperative Purchasing, NE



Option 1:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
	15-Sep-18	15-Sep-19	15-Sep-20	15-Sep-21	15-Sep-22	
Annual SaaS Subscription						
IWT Sourcing & Contract Management	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500	
1 Year Agreement w/ 4 Optional 1-Year Extensions	(\$7,750)	(\$7,000)	(\$6,250)	(\$5,500)	(\$4,750)	
Annual Support and Maintenance	(included)	(included)	(included)	(included)	(included)	
Annual Hosting	(included)	(included)	(included)	(included)	(included)	
Total	\$26,750	\$27,500	\$28,250	\$29,000	\$29,750	\$141,250

Option 2:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
	15-Sep-18	15-Sep-19	15-Sep-20	15-Sep-21	15-Sep-22	
Annual SaaS Subscription						
IWT Sourcing & Contract Management	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500	
3 Year Agreement w/ 2 Optional 1-Year Extensions	(\$8,000)	(\$7,500)	(\$7,000)	(\$6,250)	(\$5,500)	
Annual Support and Maintenance	(included)	(included)	(included)	(included)	(included)	
Annual Hosting	(included)	(included)	(included)	(included)	(included)	
Total	\$26,500	\$27,000	\$27,500	\$28,250	\$29,000	\$138,250

Option 3:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
	15-Sep-18	15-Sep-19	15-Sep-20	15-Sep-21	15-Sep-22	
Annual SaaS Subscription						
IWT Sourcing & Contract Management	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500	
5 Year Agreement Commitment	(\$8,250)	(\$8,000)	(\$7,750)	(\$7,500)	(\$7,250)	
Annual Support and Maintenance	(included)	(included)	(included)	(included)	(included)	
Annual Hosting	(included)	(included)	(included)	(included)	(included)	
Total	\$26,250	\$26,500	\$26,750	\$27,000	\$27,250	\$133,750



2016-17

Nebraska ESUCC Cooperative Purchasing Sales & Savings By ESU

<u>ESU #</u>	<u>Total Sales</u>	<u>Total Retail</u>	<u>Savings</u>
00	\$411,376.86	\$558,202.75	\$155,848.89
01	\$1,231,367.40	\$1,538,479.87	\$308,636.93
02	\$1,740,234.33	\$2,140,937.21	\$400,053.83
03	\$2,237,892.49	\$2,820,264.80	\$586,100.77
04	\$823,489.44	\$1,020,721.25	\$198,782.38
05	\$645,508.74	\$788,346.84	\$145,503.92
06	\$1,726,221.75	\$2,128,415.19	\$405,424.47
07	\$1,327,195.66	\$1,642,899.71	\$316,377.69
08	\$831,288.44	\$1,087,980.22	\$262,187.75
09	\$560,800.99	\$702,552.45	\$146,023.63
10	\$1,472,085.76	\$1,875,466.80	\$391,678.55
11	\$487,445.11	\$625,241.23	\$135,482.89
13	\$780,922.67	\$1,030,131.36	\$258,662.35
15	\$202,114.72	\$274,720.38	\$73,353.00
16	\$435,788.08	\$543,497.17	\$103,877.73
17	\$194,214.11	\$249,476.46	\$55,197.36
18	\$48,358.61	\$72,271.31	\$23,912.70
19	\$263,251.86	\$310,010.87	\$70,895.65
20	\$152,106.51	\$180,695.53	\$28,589.02
CC	\$1,431.45	\$2,310.89	\$581.39
<u>Grand Totals</u>	<u>\$15,573,095.00</u>	<u>\$19,592,622.29</u>	<u>\$4,067,170.89</u>

2014-15 Sales/ Savings

Program	Total Sales	Total Savings
Annual Buy	2,874,707.70	862,412.31
Paper Buy	1,080,117.91	324,035.37
AEPA/ Special Buy	6,964,694.30	2,468,914.31
Food Program	\$4,886,929.96	733,039.49
Custodial	1,527,432.48	198,566.22
Estimated Total Sales	17,333,882.35	4,586,967.71
Total % Savings	26.46%	

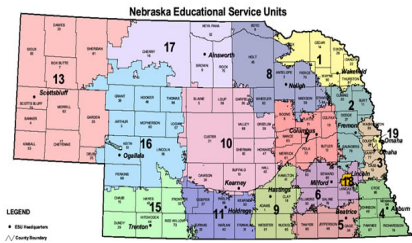
2015-16 Sales/ Savings

Program	Total Sales	Total Savings
Annual Buy	\$3,535,320.26	\$1,131,302.48
AEPA	\$4,959,155.16	1,762,417.90
Special Buys	\$1,478,273.60	1,128,055.84
Food Program	\$5,048,578.45	757,286.77
Custodial	\$1,798,885.66	233,855.14
Extended Buys	\$540.32	172.90
Total Sales	16,820,753.45	5,013,091.03
Total % Savings	29.80%	

2016-17

Program	Total Sales	Total Savings
Annual/Paper Buy	3,170,416.00	1014533.12
AEPA	3,939,001.37	1,254,655.49
Special Buys	1,654,713.25	811,891.94
Food Program	5,006,128.75	750,919.31
Custodial	1,798,612.52	233,819.63
Extended Buys	4,223.12	1,351.40
Total Sales	15,573,095.00	4,067,170.89
Total % Savings	26.12%	

Nebraska Educational Service Units



2016-2017 Member Savings

Program	Total Savings
Annual/Paper Buy	\$1,017,566.95
Food Program	\$751,046.26
Custodial	\$234,075.12
AEPA	\$1,282,823.00
Special Buy	<u>\$836,836.98</u>
Total Savings	\$4,122,348.30
3 Year Savings Total	\$13,722,407.04



About Us

The goal of ESUCC Cooperative Purchasing is to provide eligible members the opportunity to purchase quality products & services at the lowest possible prices.

ESUCC Cooperative Purchasing Staff

Craig Peterson
Director

Priscilla Quintana
Business Manager

Colleen Lentz
Programs Assistant



For More Information Visit
www.neesucoop.org

Ainsworth, NE 69210
Phone: 402-387-1245
Fax: 402-387-2530
Email: coop@esucc.org



Cooperative Purchasing
"United We Save"

Membership Guide

- Prime Vendor Programs
- Special Buys
- Annual Buy
- Year Round Buys
- AEPA Buys



Program Descriptions

Prime Vendor Buys: A bid-approved vendor's full product line at discounted pricing. All merchandise is ordered, delivered and billed directly to the schools or members. Current Prime Vendor Buy Programs include food & custodial contracts.

Special Buys: The term "Special Buys" refers to programs contracted by ESUCC Cooperative Purchasing. These purchase opportunities are available during the school budget year to provide timely delivery of product and services.

Annual Buy: Nebraska ESUCC Cooperative Purchasing coordinates purchases from annual bid awarded vendors on behalf of qualifying members. The objective is to obtain quality merchandise for the lowest possible price.

Year Round Buys: Participating vendors provide year round contracted discounted pricing to qualifying members through our online Marketplace

AEPA: The association of Educational Purchasing Agencies (AEPAs) is a group of Educational Service Agencies/Political Subdivisions organized through a Memorandum of Understanding between participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states.

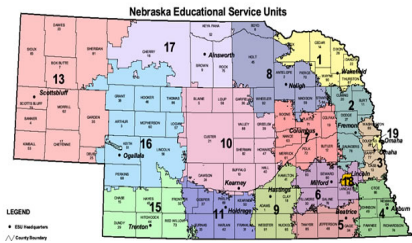
The Marketplace

The ESUCC Cooperative Purchasing online Marketplace provides your best value for supplies and services by purchasing through ESUCC Cooperative Purchasing contracts. The Marketplace provides members the ease and convenience of ordering from multiple vendors, and programs through one site, while knowing that the contracts you are purchasing from comply with state purchasing regulations. Visit www.neesucoop.org for more information and how to register.

“United We Save”

Athletics	Food Service	Technology
Athletic Floors Athletic Lighting Scoreboards/Marquees Running Tracks Synthetic Turf Tennis Courts Athletic & PE Supplies	Cafeteria Design Food Small Wares Kitchen Supplies	Catalog Discounts Software Licensing Device Management Line-Item Catalog Learning Management Systems Student Information Systems
Buildings & Grounds Air Filters Custodial Supplies/Equipment Facility Management Furniture Lamps/Bulbs/Ballasts Roofing School Security Solutions	Art & Teaching Supplies Classroom Supplies Copiers & Printers Curriculum & Instruction Digital Resources Furniture Industrial Arts/Tech Supplies Interactive Classroom Devices Office Supplies Paper	Electronics General Supplies Furniture Maintenance/Shop Supplies Health & Safety Supplies Athletic Supplies Hot Lunch Supplies Science Equipment/Supplies Art Supplies Copier Paper
Annual Buy (Line Item Bid)		

Nebraska Educational Service Units



2016-2017 Member Savings

Program	Total Savings
Annual/Paper Buy	\$1,017,566.95
Food Program	\$751,046.26
Custodial	\$234,075.12
AEPA	\$1,282,823.00
Special Buy	<u>\$836,836.98</u>
Total Savings	\$4,122,348.30
3 Year Savings Total	\$13,722,407.04



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The goal of ESUCC Cooperative Purchasing is to provide eligible members the opportunity to purchase quality products & services at the lowest possible prices.

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Ainsworth, NE 69210
Phone: 402-387-1245
Fax: 402-387-2530
Email: coop@esucc.org



Cooperative Purchasing
"United We Save"

Membership Guide

- Prime Vendor Programs
- Special Buys
- Annual Buy
- Year Round Buys
- AEPA Buys



The Marketplace

The ESUCC Cooperative Purchasing online Marketplace provides your best value for supplies and services by purchasing through ESUCC Cooperative Purchasing contracts. The Marketplace provides members the ease and convenience of ordering from multiple vendors, and programs through one site, while knowing that the contracts you are purchasing from comply with state purchasing regulations.

Visit www.neesucoop.org for more information and how to register.

“United We Save”

Athletics

Athletic Floors
Athletic Lighting
Scoreboards/Marquees
Running Tracks
Synthetic Turf
Tennis Courts
Athletic & PE Supplies

Buildings & Grounds

Air Filters
Custodial Supplies/Equipment
Facility Management
Furniture
Lamps/Bulbs/Ballasts
Roofing
School Security Solutions

Food Service

Cafeteria Design
Food
Small Wares
Kitchen Supplies

Office & Classroom

Art & Teaching Supplies
Classroom Supplies
Copiers & Printers
Curriculum & Instruction
Digital Resources
Furniture
Industrial Arts/Tech Supplies
Interactive Classroom Devices
Office Supplies
Paper

Technology

Catalog Discounts
Software Licensing
Device Management
Line-Item Catalog
Learning Management Systems
Student Information Systems

Annual Buy (Line Item Bid)

Electronics
General Supplies
Furniture
Maintenance/Shop Supplies
Health & Safety Supplies
Athletic Supplies
Hot Lunch Supplies
Science Equipment/Supplies
Art Supplies
Copier Paper

Program Descriptions

Prime Vendor Buys: A bid-approved vendor's full product line at discounted pricing. All merchandise is ordered, delivered and billed directly to the schools or members. Current Prime Vendor Buy Programs include food & custodial contracts.

Special Buys: The term "Special Buys" refers to programs contracted by ESUCC Cooperative Purchasing. These purchase opportunities are available during the school budget year to provide timely delivery of product and services.

Annual Buy: Nebraska ESUCC Cooperative Purchasing coordinates purchases from annual bid awarded vendors on behalf of qualifying members. The objective is to obtain quality merchandise for the lowest possible price.

Year Round Buys: Participating vendors provide year round contracted discounted pricing to qualifying members through our online Marketplace

AEPA: The association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/Political Subdivisions organized through a Memorandum of Understanding between participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states.