



Legal Committee Meeting  
Wednesday, September 4, 2024 12:30 PM  
Zoom  
6949 South 110th Street  
LaVista, NE 68128

1. Call to Order  
Committee Chair
2. Roll Call  
Committee Chair
3. Consent Agenda Items  
Committee Chair
  - 3.1. Coop Contracts  
Committee Chair
    - 3.1.1. Agreements signed in June, July and August by Exec. Dir./CEO  
Committee Chair Robke/Dahl
      - 3.1.1.1. Acco Extension to ESUCC SB
    - 3.1.2. Special Buy agreement with Renato Software Ltd  
Committee Chair Robke/Dahl
    - 3.1.3. Special Buy agreement with Softchoice  
President
    - 3.1.4. PPG Paints Addendum to Special Buy agreement
4. Agenda Item  
Committee Chair
  - 4.1. COOP  
Committee Chair
    - 4.1.1. Coop Strategic Plan  
Committee Chair
    - 4.1.2. Recommend the Board to 2025 to approve the Annual Buy Terms and Conditions  
Committee Chair Robke/Dahl
    - 4.1.3. Staff Written Reports  
Committee Chair
      - 4.1.3.1. Peterson Report  
Committee Chair

4.1.3.2. Colleen Lentz (Data)

4.2. Legislative Updates

Committee Chair

4.2.1. Governmental Relations Updates

Curt and Jason Bromm

4.2.2. Meet and Greet New Legislative Candidates - January 16, 2025 - 12:00-1:30PM

CEO Polk

4.2.3. Legislative Day - February 25, 2025 - 7:30AM to 2:00 PM

CEO Polk

4.3. Policies and Procedures

Committee Chair

5. Next Meetings Agenda Items

Committee Chair

6. Adjournment

Committee Chair

**ADDENDUM/EXTENSION TO 2022-2025 SPECIAL BUY AGREEMENT  
BETWEEN ESUCC COOPERATIVE PURCHASING AND ACCO Brands USA  
LLC**

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and ACCO Brands USA LLC ("Contractor") to the 2022-2025 Special Buy Agreement ("Agreement") signed by the Cooperative on August 11, 2022, and by the Contractor on August 11, 2022. The Addendum is as follows:

**The Terms and Conditions of the Agreement** are amended as follows:

1. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 2 of this Addendum.
2. **Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a Member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.

**No Changes to Terms and Conditions Agreement.**

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

**No Changes to Exhibit A.**

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

<b>Item Id</b>	<b>Item Description</b>	<b>UOM</b>	<b>MSRP</b>	<b>Nebraska ESU Bid Price</b>
1701700A	Pinnacle 27 Laminator	EA	\$3,207.37	\$1,656.93
1701720EZA	Pinnacle 27EZLoad Laminator	EA	\$3,193.38	\$1,916.03
1710740B	Ultima 65 Laminator	EA	\$3,418.23	\$1,656.93
1701680A	Ultima 35 EZLoad Laminator	EA	\$1,234.27	\$740.56
Z1154314	Laminator Cabinet	EA	\$1,817.55	\$1,090.00
3000002	NapLam I; 1.5Mil; 12"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$162.66	\$48.68
3000003	NapLam I; 1.5Mil; 18"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$179.36	\$55.26
3000004	NapLam I; 1.5Mil; 25"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$146.66	\$62.46
3126061	NapLam I; 1.5Mil; 27"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$166.66	\$76.90
3000022	NapLam I; 3.0Mil; 12"x250'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$215.64	\$129.38
3000024	NapLam I; 3.0Mil; 25"x250'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$183.34	\$77.64
3126514	NapLam I; 3.0Mil; 27"x250'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$260.06	\$95.28
3126539	NapLam I; 3.0Mil; 25"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls.	BX	\$374.46	\$224.68
3000004EZ	1.5Mil; 25"x500'; 1" core Ultima 65 EZLoad Film. Minimum order is 2 rolls.	BX	\$146.66	\$62.46
3126061EZ	1.5Mil; 27"x500'; 1" core Ultima 65 EZLoad Film. Minimum order is 2 rolls.	BX	\$166.66	\$76.90
3000024EZ	3.0Mil; 25"x250'; 1" core Ultima 65 EZLoad Film. Minimum order is 2 rolls.	BX	\$183.34	\$77.64
3748207EZ	NapLam I; 1.2Mil; 25"x500'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box	BX	\$217.57	\$130.54
3748201EZ	NapLam I; 1.5Mil; 25"x500'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box	BX	\$266.18	\$159.71
3748203EZ	NapLam II; 1.7Mil; 25"x500'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box	BX	\$311.00	\$186.60
3748204EZ	NapLam II; 3.0Mil; 25"x250'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box	BX	\$275.40	\$165.24

3125365EZ	NapLam II; 1.7Mil; 12"x300'; 1" core Ultima 35 EZLoad Film; 2 rolls per box	BX	\$141.07	\$84.64
3125913EZ	NapLam II; 3.0Mil; 12"x200'; 1" core Ultima 35 EZLoad Film; 2 rolls per box	BX	\$188.02	\$112.81
3000052EZ	NapLam II; 5.0Mil; 12"x100'; 1" core Ultima 35 EZLoad Film; 2 rolls per box	BX	\$117.50	\$70.50
3200404	Pouch HeatSeal Ultra Clear Letter 5.0Mil 100 pieces per box	PK	\$185.53	\$111.32
3200406	Pouch HeatSeal Ultra Clear Letter 10.0Mil 50 pieces per box	PK	\$192.40	\$115.44
3200420	Pouch HeatSeal Ultra Clear Menu 10.0Mil 50 pieces per box	BX	\$318.98	\$191.39
51005CF	Pouch HeatSeal Crystal Clear Business Card 5.0Mil 100 pieces per box.	BX	\$9.93	\$5.96
3200425	Pouch HeatSeal Crystal Clear ID Badge without Slot 5.0Mil 100 pieces per box	BX	\$25.40	\$15.24
3200400	Pouch HeatSeal Crystal Clear Letter 3.0Mil 100 pieces per box	PK	\$69.28	\$41.57
3200403	Pouch HeatSeal Crystal Clear Letter 5.0Mil 100 pieces per box.	BX	\$122.23	\$73.34
3200405	Pouch HeatSeal Crystal Clear Letter 10.0Mil 50 pieces per box	PK	\$114.95	\$68.97
3200410	Pouch HeatSeal Crystal Clear Legal 5.0Mil 100 pieces per box	PK	\$174.75	\$104.85
3200412	Pouch HeatSeal Crystal Clear Legal 10.0Mil 50 pieces per box	PK	\$192.53	\$115.52
3200417	Pouch HeatSeal Crystal Clear Menu 5.0Mil 100 pieces per box	BX	\$197.27	\$118.36
3200419	Pouch HeatSeal Crystal Clear Menu 10.0Mil 50 pieces per box	BX	\$67.95	\$40.77
4000020	CombBind Binding Spine 1/4" 19 Ring Black 100 pieces per box	BX	\$10.25	\$6.15
4011185G	CombBind Binding Spine 5/16" 19 Ring Navy 100 pieces per box	BX	\$11.83	\$7.10
4011485G	CombBind Binding Spine 3/8" 19 Ring Navy 100 pieces per box	BX	\$14.10	\$8.46
4000056G	CombBind Binding Spine 7/16" 19 Ring Black 100 pieces per box	BX	\$15.35	\$9.21
4000068	CombBind Binding Spine 1/2" 19 Ring Black 100 pieces per box	BX	\$18.12	\$10.87
4012485G	CombBind Binding Spine 1/2" 19 Ring Navy 100 pieces per box	BX	\$18.12	\$10.87
4000080G	CombBind Binding Spine 9/16" 19 Ring Black 100 pieces per box	BX	\$22.32	\$13.39
4000086G	CombBind Binding Spine 5/8" 19 Ring White 100 pieces per box	BX	\$28.78	\$17.27
4000104	CombBind Binding Spine 3/4" 19 Ring Black 100 pieces per box	BX	\$32.03	\$19.22
4000118G	CombBind Binding Spine 1" 19 Ring Black 100 pieces per box	BX	\$38.92	\$23.35
4200004G	CombBind Binding Spine 1 1/4" 19 Ring Black 100 pieces per box	BX	\$65.23	\$39.14

4200010	CombBind Binding Spine 1 1/2" 19 Ring Black 100 pieces per box	BX	\$71.03	\$42.62
4200016G	CombBind Binding Spine 1 3/4" 19 Ring Black 50 pieces per box	BX	\$39.12	\$23.47
4200022	CombBind Binding Spine 2" 19 Ring Black 50 pieces per box	BX	\$41.98	\$25.19
9741010G	Strip VeloBind Binding Spine 11"x1" Black 100 sets per box	BX	\$56.82	\$34.09
9741016G	Strip VeloBind Binding Spine 11"x1" Navy 100 sets per box	BX	\$56.82	\$34.09
9741019G	Strip VeloBind Binding Spine 11"x1" White 100 sets per box	BX	\$53.10	\$31.86
9741020G	Strip VeloBind Binding Spine 11"x2" Black 100 sets per box	BX	\$82.70	\$49.62
9741030G	Strip VeloBind Binding Spine 11"x3" Black 100 sets per box	BX	\$121.62	\$72.97
9741110G	Strip VeloBind Binding Spine 8.5"x1" Black 100 sets per box	BX	\$103.40	\$62.04
9741120G	Strip VeloBind Binding Spine 8.5"x2" Black 100 sets per box	BX	\$142.35	\$85.41
9741130G	Strip VeloBind Binding Spine 8.5"x3" Black 100 sets per box	BX	\$223.48	\$134.09
1132830G	Strip SureBind Binding Spine 11"x1" Black 100 sets per box	BX	\$56.82	\$34.09
2514700G	Proclick Binding Spine 5/16" Small Black 100 pieces per box	BX	\$36.58	\$21.95
2514517G	Proclick Binding Spine 5/8" Large Black 100 pieces per box	BX	\$74.90	\$44.94
9775012G	Twin Loop Binding Spine 1/4" 3:1 Silver 100 pieces per box	BX	\$33.38	\$20.03
9774022G	Twin Loop Binding Spine 1/4" 3:1 Bronze 100 pieces per box	BX	\$31.20	\$18.72
9774033G	Twin Loop Binding Spine 1/4" 3:1 Gray 100 pieces per box	BX	\$33.38	\$20.03
9775110G	Twin Loop Binding Spine 1/4" 3:1 Navy 100 pieces per box	BX	\$33.38	\$20.03
9775014G	Twin Loop Binding Spine 5/16" 3:1 White 100 pieces per box	BX	\$36.73	\$22.04
9775017G	Twin Loop Binding Spine 5/16" 3:1 Silver 100 pieces per box	BX	\$36.73	\$22.04
9774023G	Twin Loop Binding Spine 5/16" 3:1 Bronze 100 pieces per box	BX	\$36.73	\$22.04
9775111G	Twin Loop Binding Spine 5/16" 3:1 Navy 100 pieces per box	BX	\$36.73	\$22.04
9775019G	Twin Loop Binding Spine 3/8" 3:1 White 100 pieces per box	BX	\$48.77	\$29.26
9775022G	Twin Loop Binding Spine 3/8" 3:1 Silver 100 pieces per box	BX	\$48.77	\$29.26
9774024G	Twin Loop Binding Spine 3/8" 3:1 Bronze 100 pieces per box	BX	\$45.58	\$27.35
9775112G	Twin Loop Binding Spine 3/8" 3:1 Navy 100 pieces per box	BX	\$45.58	\$27.35
9775023G	Twin Loop Binding Spine 7/16" 3:1 Black 100 pieces per box	BX	\$65.52	\$39.31
9775024G	Twin Loop Binding Spine 7/16" 3:1 White 100 pieces per box	BX	\$65.52	\$39.31
9775027G	Twin Loop Binding Spine 7/16" 3:1 Navy 100 pieces per box	BX	\$65.52	\$39.31
9775029G	Twin Loop Binding Spine 1/2" 3:1 White 100 pieces per box	BX	\$73.43	\$44.06
9775032G	Twin Loop Binding Spine 1/2" 3:1 Silver 100 pieces per box	BX	\$73.43	\$44.06
9775114G	Twin Loop Binding Spine 1/2" 3:1 Navy 100 pieces per box	BX	\$68.63	\$41.18
9775033G	Twin Loop Binding Spine 9/16" 3:1 Black 100 pieces per box	BX	\$78.77	\$47.26
9775034G	Twin Loop Binding Spine 9/16" 3:1 White 100 pieces per box	BX	\$78.77	\$47.26
9775037G	Twin Loop Binding Spine 9/16" 3:1 Silver 100 pieces per box	BX	\$78.77	\$47.26
9775038G	Twin Loop Binding Spine 5/8" 2:1 Black 100 pieces per box	BX	\$82.08	\$49.25
9775042G	Twin Loop Binding Spine 5/8" 2:1 Silver 100 pieces per box	BX	\$76.72	\$46.03

9775043G	Twin Loop Binding Spine 3/4" 2:1 Black 100 pieces per box	BX	\$85.33	\$51.20
9775047G	Twin Loop Binding Spine 3/4" 2:1 Silver 100 pieces per box	BX	\$85.33	\$51.20
9775048G	Twin Loop Binding Spine 7/8" 2:1 Black 100 pieces per box	BX	\$86.70	\$52.02
9775052G	Twin Loop Binding Spine 7/8" 2:1 Silver 100 pieces per box	BX	\$86.70	\$52.02
9775053G	Twin Loop Binding Spine 1" 2:1 Black 100 pieces per box	BX	\$117.20	\$70.32
9775057G	Twin Loop Binding Spine 1" 2:1 Silver 100 pieces per box	BX	\$109.53	\$65.72
9665210G	Twin Loop Binding Spine 1 1/4" 2:1 Black 100 pieces per box	BX	\$168.43	\$101.06
9774010G	Twin Loop Binding Spine 1 1/4" 2:1 Silver 100 pieces per box	BX	\$157.42	\$94.45
9665000G	Coil Binding Spine 6MM, 12" Length 4:1 Black 100 pieces per box	BX	\$12.47	\$7.48
9665005G	Coil Binding Spine 6MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$12.47	\$7.48
9665010G	Coil Binding Spine 8MM, 12" Length 4:1 Black 100 pieces per box	BX	\$15.87	\$9.52
9665011G	Coil Binding Spine 8MM, 12" Length 4:1 White 100 pieces per box	BX	\$15.87	\$9.52
9665015G	Coil Binding Spine 8MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$15.87	\$9.52
9665020G	Coil Binding Spine 10MM, 12" Length 4:1 Black 100 pieces per box	BX	\$20.93	\$12.56
9665021G	Coil Binding Spine 10MM, 12" Length 4:1 White 100 pieces per box	BX	\$20.93	\$12.56
9665023G	Coil Binding Spine 10MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$20.93	\$12.56
9665025G	Coil Binding Spine 10MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$20.93	\$12.56
9665030G	Coil Binding Spine 11MM, 12" Length 4:1 Black 100 pieces per box	BX	\$28.32	\$16.99
9665031G	Coil Binding Spine 11MM, 12" Length 4:1 White 100 pieces per box	BX	\$28.32	\$16.99
9665040G	Coil Binding Spine 12MM, 12" Length 4:1 Black 100 pieces per box	BX	\$30.23	\$18.14
9665041G	Coil Binding Spine 12MM, 12" Length 4:1 White 100 pieces per box	BX	\$30.23	\$18.14
9665043G	Coil Binding Spine 12MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$30.23	\$18.14
9665045G	Coil Binding Spine 12MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$30.23	\$18.14
9665050G	Coil Binding Spine 13MM, 12" Length 4:1 Black 100 pieces per box	BX	\$32.45	\$19.47
9665051G	Coil Binding Spine 13MM, 12" Length 4:1 White 100 pieces per box	BX	\$32.45	\$19.47

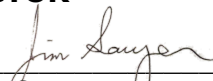
9665060G	Coil Binding Spine 14MM, 12" Length 4:1 Black 100 pieces per box	BX	\$34.37	\$20.62
9665061G	Coil Binding Spine 14MM, 12" Length 4:1 White 100 pieces per box	BX	\$32.12	\$19.27
9665063G	Coil Binding Spine 14MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$32.12	\$19.27
9665065G	Coil Binding Spine 14MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$34.37	\$20.62
9665070G	Coil Binding Spine 16MM, 12" Length 4:1 Black 100 pieces per box	BX	\$45.80	\$27.48
9665071G	Coil Binding Spine 16MM, 12" Length 4:1 White 100 pieces per box	BX	\$45.80	\$27.48
9665073G	Coil Binding Spine 16MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$45.80	\$27.48
9665075G	Coil Binding Spine 16MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$45.80	\$27.48
9665080G	Coil Binding Spine 18MM, 12" Length 4:1 Black 100 pieces per box	BX	\$50.87	\$30.52
9665081G	Coil Binding Spine 18MM, 12" Length 4:1 White 100 pieces per box	BX	\$50.87	\$30.52
9665083G	Coil Binding Spine 18MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$50.87	\$30.52
9665085G	Coil Binding Spine 18MM, 12" Length 4:1 Navy 100 pieces per box	BX	\$50.87	\$30.52
9665090G	Coil Binding Spine 20MM, 12" Length 4:1 Black 100 pieces per box	BX	\$61.37	\$36.82
9665091G	Coil Binding Spine 20MM, 12" Length 4:1 White 100 pieces per box	BX	\$61.37	\$36.82
9665093G	Coil Binding Spine 20MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$61.37	\$36.82
9665100G	Coil Binding Spine 22MM, 12" Length 4:1 Black 100 pieces per box	BX	\$72.67	\$43.60
9665101G	Coil Binding Spine 22MM, 12" Length 4:1 White 100 pieces per box	BX	\$72.67	\$43.60
9665103G	Coil Binding Spine 22MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$67.92	\$40.75
9665110G	Coil Binding Spine 25MM, 12" Length 4:1 Black 100 pieces per box	BX	\$80.83	\$48.50
9665111G	Coil Binding Spine 25MM, 12" Length 4:1 White 100 pieces per box	BX	\$80.83	\$48.50
9665113G	Coil Binding Spine 25MM, 12" Length 4:1 Clear 100 pieces per box	BX	\$80.83	\$48.50

9665120G	Coil Binding Spine 30MM, 12" Length 4:1 Black 100 pieces per box	BX	\$101.75	\$61.05
9665130G	Coil Binding Spine 33MM, 12" Length 4:1 Black 100 pieces per box	BX	\$122.05	\$73.23
9665131G	Coil Binding Spine 33MM, 12" Length 4:1 White 100 pieces per box	BX	\$122.05	\$73.23
9742450G	Covers Standard Linen Letter Navy 200 pieces per box	BX	\$88.65	\$53.19
9742455G	Covers Standard Linen Letter Charcoal 200 pieces per box	BX	\$88.65	\$53.19
9742451G	Covers Standard Linen Letter Black 200 pieces per box	BX	\$88.65	\$53.19
2000513G	Covers Standard Linen 11.25"x8.75" Oversized Round Corner Navy 200 pieces per box	BX	\$85.40	\$51.24
9742490G	Covers Premium Regency Letter Navy 200 pieces per box	BX	\$164.60	\$98.76
9742491G	Covers Premium Regency Letter Black 200 pieces per box	BX	\$164.60	\$98.76
9742800G	Covers Premium Regency 11"x9" Index Allowance Navy 200 pieces per box	BX	\$228.37	\$137.02
9742801G	Covers Premium Regency 11"x9" Index Allowance Black 200 pieces per box	BX	\$228.37	\$137.02
2000712G	Covers Premium Regency 11.25"x8.75" Oversized Round Corner Black 200 pieces per box	BX	\$180.03	\$108.02
2000880	Covers Premium Regency 11"x17" Black 100 pieces per box	BX	\$162.23	\$97.34
2000852G	Covers Premium Regency Herringbone Letter Black 200 pieces per box	BX	\$194.27	\$116.56
2020032G	Covers Premium Plus Clear View Letter 9Mil Clear 100 pieces per box	BX	\$82.58	\$49.55
2000919G	Covers Premium Plus Clear View Letter 14Mil Frost 100 pieces per box	BX	\$94.82	\$56.89
9743108G	Covers Premium PVC Clear View Letter 9Mil Clear 100 pieces per box	BX	\$45.52	\$27.31
9742011G	Covers Standard PVC Clear View Letter 7Mil Clear 100 pieces per box	BX	\$42.55	\$25.53
2001811G	Covers Standard PVC Clear View Letter 7Mil CombBind Punched Clear 100 pieces per box	BX	\$52.63	\$31.58
9743712G	Covers Economy PVC Clear View Letter 4Mil Clear 100 pieces per box	BX	\$25.23	\$15.14
2000920G	Covers Premium Plus Clear View 11"x9" Index Allowance 14Mil Frost 100 pieces per box	BX	\$121.00	\$72.60
9742014G	Covers Standard PVC Clear View 11"x9" Index Allowance 7Mil Clear 100 pieces per box	BX	\$48.97	\$29.38
2020033G	Covers Premium Plus Clear View 11.25"x8.75" Oversized Round Corner 10Mil Clear 100 pieces per box	BX	\$88.65	\$53.19
2020031G	Covers Premium Plus Clear View 11.25"x8.75" Oversized Round Corner 10Mil CombBind Punched Clear 100 pieces per box	BX	\$101.35	\$60.81


2020080	Covers Premium PVC Clear View 11"x17" 9Mil Clear 100 pieces per box	BX	\$115.00	\$69.00
2001830G	Covers Premium Plus GlobeLetter 14Mil Frost 100 pieces per box	BX	\$106.20	\$63.72

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of twelve (12) months until June 30, 2025. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

**CONTRACTOR**

By:   
Name: Jim Sawyer  
Title: Director of Sales  
Date: 7/11/2024

**COOPERATIVE**

By:   
Larianne Polk (Jul 17, 2024 09:43 EDT)  
Name: Larianne Polk  
Title: ESUCC CEO  
Date: Jul 17, 2024

# 2024-07-11 Acco Extension to ESUCC SB Signed

Final Audit Report

2024-07-17

Created:	2024-07-16
By:	CRAIG PETERSON (craig.peterson@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH-kZxXxaGDFWWkedidHtqQbTC1Pp7q0


## "2024-07-11 Acco Extension to ESUCC SB Signed" History

 Document created by CRAIG PETERSON (craig.peterson@esucc.org)


2024-07-16 - 4:45:39 PM GMT

 Document emailed to Larianne Polk (lpolk@esucc.org) for signature

2024-07-16 - 4:47:12 PM GMT

 Email viewed by Larianne Polk (lpolk@esucc.org)

2024-07-17 - 1:42:59 PM GMT

 Document e-signed by Larianne Polk (lpolk@esucc.org)

Signature Date: 2024-07-17 - 1:43:32 PM GMT - Time Source: server

 Agreement completed.

2024-07-17 - 1:43:32 PM GMT



## 2024-2027 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Renato Software Ltd ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 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 educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 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, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC on a calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

4. **Term.** This Agreement is effective on 23<sup>rd</sup> July [REDACTED], 2024 (“Effective Date”) and shall continue until 12:00 midnight (CST) on 22<sup>nd</sup> July [REDACTED], 2027, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.
  
5. **Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
  
6. **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.
  
7. **Student Privacy Protections.**
  - A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
  - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
  - C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
  - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
  - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct

and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

- F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified.”
- G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).
- H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a

written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

**P. Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:

- (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
- (2) Consult with the Cooperative and Members regarding its response;
- (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
- (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

## **8. Termination.**

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

- (1) Insolvent;
- (2) Makes a general assignment for the benefit of creditors;
- (3) Files a voluntary petition of bankruptcy;
- (4) Suffers or permits the appointment of a receiver for its business or assets;

- (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
- (6) Has wound up or liquidated, voluntarily or otherwise.

E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

## **9. Indemnification.**

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, 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, ESUCC, 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.

## **10. 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.

- 11. Public Records.** The Contractor acknowledges that the Cooperative, ESUCC, ESUs, and Members 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.
- 12. 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.
- 13. 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, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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, ESUCC, ESU, or Member property or at Cooperative, ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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.
- 14. 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.
- 15. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, 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.

**16. 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.

**17. Taxpayer Identification.** Contractor's federal employer identification number is: EIN 98-1489960 [REDACTED]

**18. Sales Tax.** The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

**19. 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: ESUCC  
Attn: Kraig Lofquist  
6949 South 110<sup>th</sup> Street  
LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing  
Attn: Craig Peterson  
PO Box 858  
412 W. 14<sup>th</sup> Ave  
Holdrege, NE 68949

Contractor: Renato Software Ltd [REDACTED]  
Unit 11, Wheatcroft Business Park  
Edwalton, Nottinghamshire, NG12 4DG

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

**20. 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, ESUCC, or the Cooperative upon request.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

- 27. 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.
- 28. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.
- 34. Scrutinized Company.** Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any

products or services to be provided under this Agreement do not originate with any "scrutinized company."

**35. Attachments.** Attachments to this Agreement include the following:

- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Summary of Project Deliverables
- Exhibit D - Vendor Software License Agreement

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

**CONTRACTOR**

**COOPERATIVE**

By: A Ball

By:

Name: Alex Ball  
Title: Sales Manager  
Officer

Name: Larianne Polk  
Title: Chief Executive

Date: 23<sup>rd</sup> July 2024

Date:

## EXHIBIT "A"

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

<<VENDOR-INSERT SCOPE OF GOODS>>

#### **Senso Class Instructor**

Classroom management software designed for staff who need basic classroom control tools such as Live Thumbnail viewing, Launch Website, Close Active Tab and Lock Screen. Supporting Chromebook and Windows devices we allow teaching from anywhere to any number of students in any school to support in class, remote or hybrid learning environments. Our Class Instructor software is highlighted on our website at <https://senso.cloud/class-instructor/>

#### **Senso Class Cloud**

Classroom management software is a cloud-based platform supporting a range of teacher friendly tools to support focused learning in and out of the classroom. Supporting Chromebook and Windows devices we allow teaching from anywhere to any number of students in any school to support in class, remote or hybrid learning environments. Our Class Cloud software is highlighted on our website <https://senso.cloud/classroom-management-cloud-software>.

#### **Senso Student Safety Software**

Offering 24/7/365 real-time alerting against a comprehensive list of keywords we support suicide prevention, self-harm, bullying plus so much more. A Top-level overview with reporting of all violations across a single or multi-site setup, Senso's student safety software can deliver unparalleled insight into a user's actions and behaviors using advanced AI driven visual threat analysis and developed with usability in mind.

Filter and sort by severity, phrase, user, keyword, visual threat - reviewing violations is flexible and allows you to pinpoint threats to life quickly, as well as providing full browsing history to understand online activity in a wider context.

### **Senso Network Cloud**

Device management software for Windows devices that provides IT teams with a comprehensive suite of network administration tools, designed to help streamline networks, improve efficiency, and save time.

### **Senso for Microsoft Teams**

Monitor Microsoft Teams chat for inappropriate messages and images using A.I based visual threat detection engine.

### **Senso Content Filter**

A cloud-based, category-based web content filter that appropriately filters and blocks students from harmful or inappropriate content. When you provide devices to students that they then take away from school, those students and devices are protected by Senso Cloud Filter with the same protective measures put in place for them, while on your network.

### **Senso DNS Filter**

Our DNS filter provides a way to successfully filter and block restricted websites at the DNS level to prevent them being loaded onto your students devices.

## EXHIBIT "B"

### 1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

<u>Module</u>	<u>All Schools</u>	<u>URL</u>
<u>Senso Class Instructor</u>	<u>\$1.00 per device</u>	<u><a href="https://senso.cloud/class-instructor/">https://senso.cloud/class-instructor/</a></u>
<u>Senso Class Cloud</u>	<u>\$1.75 per device</u>	<u><a href="https://senso.cloud/classroom-management-cloud-software/">https://senso.cloud/classroom-management-cloud-software/</a></u>
<u>Senso Network Cloud</u>	<u>\$1.75 per device</u>	<u><a href="https://senso.cloud/device-management-software/">https://senso.cloud/device-management-software/</a></u>
<u>XSenso Student Safety</u>	<u>\$3.00 per device</u>	<u><a href="https://senso.cloud/safeguard-cloud-online-monitoring-and-safeguarding/">https://senso.cloud/safeguard-cloud-online-monitoring-and-safeguarding/</a></u>
<u>Senso DNS Filter</u>	<u>\$1.50 per device</u>	<u><a href="https://senso.cloud/gb/welcome-to-senso-2-0/">https://senso.cloud/gb/welcome-to-senso-2-0/</a></u>
<u>Senso Content Filter</u>	<u>\$1.50 per device</u>	<u><a href="https://senso.cloud/web-content-filtering/">https://senso.cloud/web-content-filtering/</a></u>
<u>MS Teams monitoring</u>	<u>\$1.00 per user</u>	<u><a href="https://senso.cloud/safeguarding-microsoft-teams/">https://senso.cloud/safeguarding-microsoft-teams/</a></u>
<u>SIS Rostering Cost</u>	<u>\$250 per school</u>	

### 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, RFQ, the time specified in a purchase order issued by the Cooperative, ESUCC, ESU, or Member, or this Agreement (whichever is later).

- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

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

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

## EXHIBIT "C"

### SUMMARY OF PROJECT DELIVERABLES

#### <<TO BE COMPLETED BY VENDOR>>

#### 1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

#### 2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes:  No:
- b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes:  No:
- c. If "Yes", Order receipt method: Email:  cXML: 
  - i. If "Email" address to deliver orders to: sales@senso.cloud
  - ii. If "cXML" provide the following IT contact information  
Contact (First, Last name): \_\_\_\_\_  
Contact email address: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_
- d. If "No, Alternate method will be determined

#### 3. Sales Representative Contact

- a. First, Last name: Alex Ball
- b. Title: Sales Manager
- c. Phone: 936-755-4907
- d. Email: a.ball@renatosoftware.com

#### 4. Invoice Method

- a. Vendor invoices Members direct

#### 5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at [coop@esucc.org](mailto:coop@esucc.org)
- b. Vendor contact information for sales report questions:  
Contact (First, Last name): Alex Ball  
Contact email address: a.ball@renatosoftware.com
- c. Sales report must include the following
  - Member Name
  - Member City
  - List Price
  - Member Cost
  - Member Savings
  - Admin Fee Amount Due
- d. ESUCC Admin Fee
  - Vendor must submit payment of Admin Fee to ESUCC quarterly
  - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
  - Remit Admin Fee payment to:  
ESUCC  
1292 East 4<sup>th</sup> Street  
Ainsworth, NE 69210

#### 6. Product Information URL: senso.cloud



## EXHIBIT "D"

### SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

<https://senso.cloud/gb/eula/>

[https://site.imslobal.org/certifications/renato-software-ltd/senso#cert\\_pane\\_nid\\_439406](https://site.imslobal.org/certifications/renato-software-ltd/senso#cert_pane_nid_439406)



## **2024-2027 SPECIAL BUY AGREEMENT**

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing (“Cooperative”), and Softchoice 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 244 school districts and more than 325,000 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 calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on August 1, 2024 (“Effective Date”) and shall continue until 12:00 midnight (CST) on July 31, 2027, unless terminated earlier

as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

**5. Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a Member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.

**6. 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.

**7. 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 non-defaulting party may authorize in writing.

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

- (1) Insolvent;
- (2) Makes a general assignment for the benefit of creditors;

- (3) Files a voluntary petition of bankruptcy;
  - (4) Suffers or permits the appointment of a receiver for its business or assets;
  - (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
  - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

**8. 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.

**9. 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.

- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

- 15. 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.
- 16. Taxpayer Identification.** Contractor's federal employer identification number is: 13-3827773.
- 17. 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.
- 18. 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: ESUCC  
Attn: Kraig Lofquist  
6949 South 110<sup>th</sup> Street  
LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing  
Attn: Craig Peterson  
PO Box 858  
412 W. 14<sup>th</sup> Ave  
Holdrege, NE 68949

Contractor: Softchoice Corporation  
314 W Superior St. Suite 400  
Chicago, IL 60654

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

- 19. 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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.

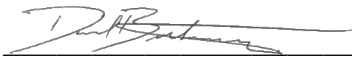
- 26. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
- 27. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.
- 33. Scrutinized Company.** Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any products or services to be provided under this Agreement do not originate with any "scrutinized company."

**34. Attachments.** Attachments to this Agreement include the following:


- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Summary of Project Deliverables

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

**CONTRACTOR**

By:   
Name: David Butkiewicz  
Title: Contract Program Manager  
Date: Aug 14, 2024

**COOPERATIVE**

By:   
Larianne Polk (Aug 14, 2024 08:58 CDT)  
Name: Larianne Polk  
Title: Chief Executive Officer  
Date: Aug 14, 2024

**EXHIBIT "A"**

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

**Adobe**  
**Corel**  
**Filemaker**  
**Houghton Mifflin**  
**Inspiration**  
**Microsoft**  
**Sophos**  
**Symantec**  
**VMware**  
**Veeam**  
**Absolute**  
**Mimecast**  
**Autodesk**  
**Google**  
**AWS**  
**Citrix**  
**FireEye**  
**Veritas**  
**and other Channel partner vendors**

## **EXHIBIT "B"**

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

Contractor's Pricing Model under this Agreement is:

The pricing model, as set forth in this Agreement, will extend purchase prices for all products as defined by Exhibit A to Members based on a cost-plus markup percentage. The contract markup will be calculated by Contractor's standard cost plus 4 (four) percent for each product. Contractor's standard costs are defined as the acquisition cost for each available product, as presented in the publisher's current price list to Contractor, from the authorized distributor or direct from the vendor (varies by publisher) at the time of purchase.

Non-standard costs may become available as negotiated by Contractor with each publisher on behalf of an individual purchasing Member. These costs may result from programs including, but not limited to, volume/tiered pricing, publisher rebates, promotional offerings, incentives, and registration programs. In the case such deviations, the cost-plus markup percentage defined above maybe replaced with a new markup negotiated between the Contractor and Member. These deviations will be handled on a case-by-case basis by the Contractor.

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

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

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

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

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

- A. Title and risk of loss for goods shall remain with the Contractor until

- goods are accepted by the Member, ESU, or Cooperative.
- B. Insurance during shipment and until the goods are accepted by the Cooperative, ESU, or Member is the responsibility of the Contractor.

## EXHIBIT "C"

### SUMMARY OF PROJECT DELIVERABLES

#### 1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

#### 2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes:  No:
- b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes:  No:
- c. If "Yes", Order receipt method: Email:  cXML: 
  - i. If "Email" address to deliver orders to: taylor.braun@softchoice.com
  - ii. If "cXML" provide the following IT contact information  
Contact (First, Last name): \_\_\_\_\_  
Contact email address: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_
- d. If "No, Alternate method will be determined

#### 3. Sales Representative Contact

- a. First, Last name: Taylor Braun \_\_\_\_\_
- b. Title: Public Sector Sales Leader
- c. Phone: 619-320-6307
- d. Email: taylor.braun@softchoice.com

#### 4. Invoice Method

- a. Vendor invoices Members direct

#### 5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at [coop@esuucc.org](mailto:coop@esuucc.org)
- b. Vendor contact information for sales report questions:  
Contact (First, Last name): Dhawal Geed  
Contact email address: Dhawal.geed@softchoice.com
- c. Sales report must include the following
  - Member Name
  - Member City
  - List Price
  - Member Cost
  - Member Savings
  - Admin Fee Amount Due
- d. ESUCC Admin Fee
  - Vendor must submit payment of Admin Fee to ESUCC quarterly
  - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
  - Remit Admin Fee payment to:  
ESUCC  
1292 East 4<sup>th</sup> Street  
Ainsworth, NE 69210

#### 6. Product Information URL: [www.softchoice.com](http://www.softchoice.com)









# 2024-08-14 Softchoice-ESUCC Special Buy Agreement

Final Audit Report

2024-08-14

Created:	2024-08-14
By:	CRAIG PETERSON (craig.peterson@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABnd5qQNSGMm-okPfZ2iR0Zlzv5MK9Sxu

## "2024-08-14 Softchoice-ESUCC Special Buy Agreement" History

-  Document created by CRAIG PETERSON (craig.peterson@esucc.org)  
2024-08-14 - 1:10:36 PM GMT
-  Document emailed to David Butkiewicz (david.butkiewicz@softchoice.com) for signature  
2024-08-14 - 1:12:23 PM GMT
-  Email viewed by David Butkiewicz (david.butkiewicz@softchoice.com)  
2024-08-14 - 1:56:27 PM GMT
-  Document e-signed by David Butkiewicz (david.butkiewicz@softchoice.com)  
Signature Date: 2024-08-14 - 1:56:48 PM GMT - Time Source: server
-  Document emailed to Larianne Polk (lpolk@esucc.org) for signature  
2024-08-14 - 1:56:50 PM GMT
-  Email viewed by Larianne Polk (lpolk@esucc.org)  
2024-08-14 - 1:58:13 PM GMT
-  Document e-signed by Larianne Polk (lpolk@esucc.org)  
Signature Date: 2024-08-14 - 1:58:28 PM GMT - Time Source: server
-  Agreement completed.  
2024-08-14 - 1:58:28 PM GMT

**ADDENDUM TO 2023-2026 SPECIAL BUY AGREEMENT BETWEEN  
ESUCC COOPERATIVE PURCHASING AND PPG Architectural Finishes,  
Inc.**

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **PPG Architectural Finishes, Inc.** ("Contractor") to the 2023-2026 Special Buy Agreement signed by the Cooperative on August 18, 2023, and by the Contractor on August 18, 2023. The Addendum is as follows:

**The Terms and Conditions of the Agreement** are amended as follows:

1. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 2 of this Addendum.
2. **Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a Member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
3. **Scrutinized Company.** Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any products or services to be provided under this Agreement do not originate with any "scrutinized company."

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

No Changes

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

Flat 5% increase in ESUCC pricing to become effective 10/01/2024 through 09/30/2025

Exhibit "C" Summary of Project Deliverables

All other terms and conditions of the **2023-2026** Special Buy Agreement shall remain in full force and effect.

**CONTRACTOR**

**COOPERATIVE**

\_\_\_\_\_  
Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Date Executed \_\_\_\_\_

\_\_\_\_\_  
Dr. Larianne Polk

Chief Executive Officer

Date Executed \_\_\_\_\_

## EXHIBIT "C"

### SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

#### 1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

#### 2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes:  No:
- b. If "Yes", Order receipt method: Email:  cXML: 
  - i. If "Email" address to deliver orders to:
  - ii. If "cXML" provide the following IT contact information  
Contact (First, Last name):   
Contact email address:
- c. If "No, Alternate method will be determined

#### 3. Invoice Method

- a. Vendor invoices Members direct

#### 4. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at [coop@esucc.org](mailto:coop@esucc.org)
- b. Vendor contact information for sales report questions:  
Contact (First, Last name):   
Contact email address:
- c. Sales report must include the following
  - Member Name
  - Member City
  - List Price
  - Member Cost
  - Member Savings
  - Admin Fee Amount Due
- d. ESUCC Admin Fee
  - Vendor must submit payment of Admin Fee to ESUCC quarterly
  - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
  - Remit Admin Fee payment to:  
ESUCC  
1292 East 4<sup>th</sup> Street  
Ainsworth, NE 69210

Questions Contact:

Craig Peterson  
308-995-0665  
[craig.peterson@esucc.org](mailto:craig.peterson@esucc.org)



**Invitation for Bid  
Terms & Conditions**

***ESUCC-~~2024~~2025***

**1. Issuing Agency**

1.1 ESUCC - Cooperative Purchasing is requesting online Bids from qualified vendors for the following: **Coop Annual Buy ESUCC-~~2024~~2025**.

1.2 ESUCC - Cooperative Purchasing utilizes an online sourcing application suite through Ion Wave. All bidding initiated by ESUCC - Cooperative Purchasing will be conducted using this sourcing application suite. **Vendors must be registered with ESUCC Cooperative Purchasing prior to participating.** Interested parties can register on the ESUCC - Cooperative Purchasing website at <https://www.esucc.org/cooperative-purchasing/> under the Vendor Resources area or the direct URL at <https://esucc.ionwave.net/VendorRegistration/RegisterStart.aspx>.

1.3 ESUCC - Cooperative Purchasing will charge a 4% administrative fee to the awarded vendors based on the purchases made from the ~~line-item~~~~line-item~~ bid. This fee will be assessed as defined in "Key IFB Dates". The administrative fee must be paid to ESU Coordinating Council (ESUCC) by dates defined in the "Key IFB Dates". Invoices will be sent to all awarded vendors.

~~1.3.1 Extended Purchasing Window~~

~~1.3.1.1 Vendors may, at their option, elect to offer awarded items to Nebraska schools for an extended purchasing window that will run from June 1 through December 31 of the following year. Schools will submit orders during this purchasing window, for immediate direct delivery and billing. All orders will be submitted through the ESUCC Marketplace, as defined in the bid. The 4% Administrative Fee, as defined in the Bid, applies to all orders and will be invoiced and paid annually in January. Note: this is optional, vendors may elect to participate or not by selecting an option from the Attribute "Extended Purchasing Window" (Participant OR Non-Participant) and then answering Attributes Extended Purchasing Participant, Extended Pricing Percentage, Extended Pricing Minimum order amount if applicable for each.~~

~~1.3.2~~ 1.3.1 Catalog Discount Pricing – Punchout Catalog

~~1.3.2.1~~ 1.3.1.1 Vendors that have received a ~~line-item~~~~line-item~~ award will have the option of offering to members their entire product(s) catalog in addition to ~~line-~~items awarded on the Annual Buy.

~~1.3.2.1.1~~ 1.3.1.1.1 This offering will be made available to ESUCC members on the Punchout Enablement date June 1 and until the Re-enablement date January 31 of each year.

~~1.3.2.1.1.1~~ 1.3.1.1.1.1 Vendor must receive ~~line-item~~~~line-item~~ awards for the current year in order for their punchout to be re-enabled.

~~1.3.2.2~~ 1.3.1.2 This offering must be in the format utilizing cXML punch-out technology either through their own punch-out that the vendor maintains all catalog updates through.

~~1.3.2.3~~ 1.3.1.3 The bid attribute "Catalog Discount Pricing" is reflective that the "Vendor chooses to offer entire product(s) line in addition to ~~line-~~items awarded in the ESUCC Annual Buy Bid.

~~1.3.2.3.1.1.3.1.3.1.~~ Please provide definition of pricing term(s). i.e. Single primary discount rate or multiple discount rates by category."

~~1.3.2.4.1.3.1.4.~~ Vendors will pay a 2% administrative fee for items not awarded on the ESUCC-20242025 bid and offered through a punch-out catalog. This fee will be assessed on an annual basis in February for the previous year.

~~1.3.2.5.~~ Vendors are not required to elect the Extended Purchasing Window to be eligible for this option.

1.4 ESUCC - Cooperative Purchasing represents 17 Educational Service Units statewide who in turn service Nebraska school districts with over 325,000 students. ESUCC - Cooperative Purchasing is currently in its 5th decade of operation. ESUCC - Cooperative Purchasing is authorized to coordinate purchases for public school districts, nonpublic school systems, other ESUs, and other public agencies, including any county, city, village, school district, or agency of the state government, any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of the State of Nebraska.

**2. ESUCC is a member of the following National Cooperative Purchasing organizations.**

2.1 Association of Educational Purchasing Agencies (AEPA) is a multi-state non-profit organization made up of Educational Service Agencies / political subdivisions organized through a Memorandum of Understanding between all participating states. ESUCC is the Nebraska State agency that manages all AEPA contracts for its members.

2.2 Sourcewell

2.2.1 Member Name: ESU Coordinating Council

2.2.2 Sourcewell Member Number: 128838

2.3 This IFB is being conducted to offer the Schools of Nebraska and members the opportunity to purchase specific products from vendors as specified in the terms and conditions. ESUCC - Cooperative Purchasing reserves the right to award to multiple vendors if it is in the best interest of the ESUCC - Cooperative Purchasing or its ESUs, schools, and other members.

2.3.1 Vendors will agree to offer their product at a unique price to ESUCC - Cooperative Purchasing and the Educational Service Unit affiliated schools/members statewide. Bid award determination will be made, primarily, in regards to merchandise meeting or exceeding specifications at the lowest possible price from vendors with demonstrated ability to service participating Schools, Educational Service Unit's, Community or State Colleges, Municipalities and other members in the state. In other words, the bid will be awarded to the lowest, responsible bidder.

**3. Time Lines**

3.1 Bids must be received on or before IFB Due Date & Time as defined in "Key IFB Dates" with the exception of the Electronics section which will be due on or before IFB Due Date & Time for (100 Electronics Section) as defined in "Key IFB Dates". The bid closing time is 3:00 p.m., Central Standard Time. Be advised that any bid being submitted online at the closing time runs the risk of being disqualified if the bid closes while the bid is being uploaded. Bidders should allow ample time to submit bids.

3.2 All bids must be submitted electronically using the ESUCC - Cooperative Purchasing sourcing application. Submitting your bid through this application will signify your authorized signature and acceptance of all Bid Terms and Conditions for the ESUCC-20242025 bid.

3.3 ~~Bids will be opened sequentially by the Cooperative Purchasing Director or designee and audited by the ESUCC sourcing software beginning at a time at least 3 hours after the close of the bid or as designated on defined dates in "Key IFB Dates" or as soon as possible thereafter. Bid tabulation requests may be made at the Office of ESUCC - Cooperative Purchasing Director, 412 W. 14th Ave, Holdrege, NE. Bids may also be awarded immediately after unsealing or as defined in "Key IFB Dates", except as otherwise provided in this document. In the event of unanticipated or unforeseen circumstances, the Purchasing Director or designee may, in his or her sole discretion, deviate from the dates and/or times to respond to such circumstances. Bids will be opened publicly and sequentially in the presence of bidders or their representatives beginning at 8:00 a.m. Central Standard Time, on designated dates as defined in "Key IFB Dates" or as soon as possible~~

Commented [CP1]: Reviewed by Legal Justin Knight on 01/10/2024

thereafter, in the Office of ESUCC—Cooperative Purchasing Director, 412 W. 14<sup>th</sup> Ave, Holdrege, NE. Bids will also be awarded on dates defined in “Key IFB Dates” below, except as otherwise provided in this document.

3.4 Bids for the Electronics section will be opened by the Cooperative Purchasing Director or designee and audited by the ESUCC sourcing software beginning at a time at least 3 hours after the close of the bid or as designated on defined dates in “Key IFB Dates” or as soon as possible thereafter. Bid tabulation requests may be made at the Office of ESUCC - Cooperative Purchasing Director, 412 W. 14th Ave, Holdrege, NE. Bids may also be awarded immediately after unsealing or as defined in “Key IFB Dates”, except as otherwise provided in this document. In the event of unanticipated or unforeseen circumstances, the Purchasing Director or designee may, in his or her sole discretion, deviate from the dates and/or times to respond to such circumstances. Bids for the Electronics section will be opened publicly in the presence of bidders or their representatives beginning at 8:00 a.m. Central Standard Time, on designated dates defined in “Key IFB Dates”, or as soon as possible thereafter, in the Office of ESUCC—Cooperative Purchasing Director, 412 W. 14<sup>th</sup> Ave, Holdrege, NE. Bids for Electronics will also be awarded on dates defined in “Key IFB Dates” below, except as otherwise provided in this document.

**Commented [CP2]:** Reviewed by Legal Justin Knight on 01/10/2024

### 3.5 Key IFB Dates

3.5.1 Public Announcement of IFB	October <del>42, 2023</del> 2024 9:00 a.m. CST
3.5.2 Conference Call	October <del>19, 2023</del> 2024 2:00 p.m. CST
3.5.3 Deadline for Questions	November <del>20</del> 18, <del>2023</del> 2024 4:00 p.m., CST
3.5.4 IFB Due Date & Time	December <del>15, 2023</del> 2024 3:00 p.m. CST (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.5 Deadline for Bid Bonds received	December <del>15, 2023</del> 2024 (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.6 Awarding of Bids	December <del>128-2016, 2023</del> 2024 (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.7 Preliminary Awards & Review Period	December <del>21</del> 19, <del>2023</del> 2024 – January 1, <del>2024</del> 2025 (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.8 Vendor Dispute Period	January <del>2-46-8, 2024</del> 2025 (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.9 Awards Finalized	January <del>95, 2024</del> 2025 (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.10 IFB Due Date & Time	January <del>35, 2024</del> 2025 3:00 p.m. CST (100 Electronics Section)
3.5.11 Deadline for Bid Bonds received	January <del>35, 2024</del> 2025 (100 Electronics Section)
3.5.12 Electronics Section Awarded	January <del>68-79, 2024</del> 2025
3.5.13 Electronics Dispute/Review Period	January <del>108-102, 2024</del> 2025
3.5.14 Electronics Awards Finalized	January <del>146, 2024</del> 2025
3.5.15 Punchout Re-enablement	January 31, <del>2024</del> 2025
<del>3.5.16 Bill Extended Catalog Orders</del>	<del>By January 31, 2024</del>
<del>3.5.173.5.16 Paper Buy Catalog Opens</del>	February <del>32, 2024</del> 2025
<del>3.5.183.5.17 Annual Buy Catalog Opens</del>	February <del>196, 2024</del> 2025
<del>3.5.193.5.18 Bill Punchout Catalog Orders</del>	By February 28, <del>2024</del> 2025
<del>3.5.203.5.19 Paper Orders sent to vendors</del>	March <del>178, 2024</del> 2025
<del>3.5.213.5.20 First Day for 400 Paper delivery</del>	April <del>101, 2024</del> 2025
<del>3.5.223.5.21 Paper Buy Admin Fees billed</del>	By April <del>1522, 2024</del> 2025
<del>3.5.233.5.22 Annual Buy orders sent to Vendors</del>	April <del>282, 2024</del> 2025

<a href="#">3.5.243.5.23</a>	First Day for Annual Buy delivery	May 234, 20242025	(Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
<a href="#">3.5.253.5.24</a>	Annual Buy Admin Fees billed	By June 3, 20242025	
<a href="#">3.5.263.5.25</a>	Delivery Deadline for 400 Paper	June 134, 20242025	
<a href="#">3.5.273.5.26</a>	Late delivery penalty 2% on Paper	June 167, 20242025	
<a href="#">3.5.283.5.27</a>	Vendor Notifies ESUCC of Outstanding/Backordered Items	June 27, 20242025	
<a href="#">3.5.293.5.28</a>	Paper Admin Fees due to ESUCC	July 8, 20242025	
<a href="#">3.5.303.5.29</a>	Earliest Possible payment due date	July 104, 20242025	(45 Days from First Day for Delivery of Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
<a href="#">3.5.313.5.30</a>	Delivery Deadline Annual Buy Items	July 234, 20242025	(Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
<a href="#">3.5.323.5.31</a>	Late delivery penalty 2%	July 245, 20242025	(Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
<a href="#">3.5.333.5.32</a>	Deadline to pay Admin Fees	August 134, 20242025	
<a href="#">3.5.343.5.33</a>	Late delivery penalty 4%	August 256, 20242025	(Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
<a href="#">3.5.353.5.34</a>	Vendor Bid bonds returned	September 21, 20242025	
<a href="#">3.5.363.5.35</a>	Late delivery penalty 6%	September 256, 20242025	(Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
<a href="#">3.5.373.5.36</a>	Overages picked up by Vendors	October 1, 20242025	

#### 4. Questions

- 4.1 The Bidder is responsible for asking any questions or obtaining any clarification regarding this solicitation or proposal prior to submission. Any inquiries should be directed to the Coop Purchasing Director at [coop@esucc.org](mailto:coop@esucc.org), in writing (email only) or through ESUCC's sourcing application Ion Wave to be received no later than date defined in the "Key IFB Dates".

#### 5. Bidder Qualifications

- 5.1 All bidders that are awarded individual item contracts by ESUCC - Cooperative Purchasing, must comply and conform to all applicable Nebraska and Federal laws, regulations, standards, orders, or requirements including but not limited to the following:
- 5.1.1 Equal Employment Opportunity: The Bidder must comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as well as all other state and federal nondiscrimination laws and regulations, as may be updated from time to time.
- 5.1.2 Copeland "Anti-Kickback" Act: The Bidder must comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).
- 5.1.3 Lobbying: The Bidder agrees and understands that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that Bidders that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- 5.1.4 Contract Work Hours and Safety Standards Act: The Bidder agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

- 5.1.5 Davis-Bacon: The Bidder agrees to follow the requirements of the Davis-Bacon Act, 40 U.S.C. § 3143, if the Bidder receives a “covered contract” under the Davis-Bacon Act.
- 5.1.6 Patent Rights: The USDOE’s and any other federal agency’s requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.
- 5.1.7 Copyrights and Right in Data: The USDOE’s and any other federal agency’s requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.
- 5.1.8 Access to Documents: The Parties and their grantees, the USDOE or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of the Bidder which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- 5.1.9 Energy Policy and Conservation Act: The parties must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 5.1.10 Clean Air and Federal Water Pollution Control Acts: The parties must comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
- 5.1.11 USDA Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
- 5.1.12 Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
- 5.1.13 To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
  - 5.1.13.1 Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
  - 5.1.13.2 Fax: (202) 690-7442; or
  - 5.1.13.3 Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).
- 5.1.14 Buy American: To the maximum extent practicable, the Bidder will purchase domestic commodities or products produced in the United States or processed substantially using commodities produced in the United States
- 5.1.15 Minority Business Owners: ESUCC will contract with minority-owned businesses, women’s business enterprises, and labor surplus firms when possible. Steps to ensure compliance with this provision will include:
  - 5.1.15.1 Qualified small, minority, and women’s businesses on solicitation lists so that when such businesses are potential vendors, they are included in ESUCC solicitations.
  - 5.1.15.2 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation for such businesses.
  - 5.1.15.3 Establishing delivery schedules, where requirement permits, which encourage such enterprises
  - 5.1.15.4 Use services of Small Business Administration, Minority Development Agency, or similar state agency to maximize participation.
  - 5.1.15.5 Require vendor, if subcontracts are to be let, to follow the above steps
- 5.1.16 Debarment and Suspension: The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the government-wide Excluded Parties List System in the [System for Award Management \(SAM\)](#). The Bidder, by signature to

this IFB, certifies that neither the Bidder nor its key employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Bidder also agrees to include the above requirements in any and all sub-contracts into which it enters. The Bidder must immediately notify the ESUCC if, during the term of this contract, Bidder becomes debarred. The ESUCC may immediately terminate consideration of the Bidder by providing Bidder written notice if Bidder becomes debarred during the term of the potential contract.

- 5.1.17 State Letting Law - Neb. Rev. Stat. § 73-101 et seq. Vendors awarded a contract for a public work must file with ESUCC - Cooperative Purchasing a statement as required by Neb. Rev. Stat. § 73-102. The statement must indicate that the bidder is complying with and will continue to comply with fair labor standards in the pursuit of its business and in the execution of the contract upon which it is bidding. Failure to provide such a statement may result in the bid being disqualified. As used herein, "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the companies in the same business or field of endeavor as the bidder. If the requirements of this provision would increase the cost to the cooperative of merchandise, materials, supplies or services, this provision must not be a requirement for bidding. Written Notification required from bidders opting out of this requirement due to increased costs to be received prior to bid close.
- 5.1.18 Conflict of Interest - By submitting a proposal, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation for Bid. The Bidder certifies that it will not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest. The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.
- 5.1.19 Personnel Recruitment Prohibition - The Bidder must not, at any time, recruit or employ any employee or agent who has worked on the Request for Qualification or project, or who had any influence on decisions affecting the Invitation for Bid or project.
- 5.1.20 Nondiscrimination Laws: By submitting a bid, the Bidder agrees that it and its subcontractors, if any, must not discriminate against any employee or applicant who is to be employed for performance of any bid award with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, national origin, or other protected status.
- 5.1.21 Federal Immigration Verification: The Bidder agrees that it must 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 as the result of any bid award. If the Bidder employs or contracts with any subcontractor in connection with any bid award, the Bidder must 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 as a result of the bid award.
- 5.1.22 Debarment Requirements: Submission of a bid is certification that the vendor and any subcontractor is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting proposals to any State or Federal department or agency or any political subdivision of the State of Nebraska.
- 5.1.23 Public Records: The Bidder acknowledges that ESUCC must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include vendor's bid documents and all records created and maintained in relation to it. By submitting this bid, Bidder agrees and acknowledges that any materials submitted in the bid, and any subsequent documents received by the ESUCC, may be disclosed in response to a public records request.
- 5.1.24 The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- 5.1.25 Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- 5.1.26 Neither Bidder, nor any officer, director, partner, member or associate of Bidder, nor any of its employees directly involved in obtaining contracts with the State of Nebraska, ESUCC, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses,

bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985

5.1.27 Reporting Notice - The parties must adhere to the United States Department of Education, and any other federal agency's requirements and regulations that pertain to reporting. This includes, but is not limited to, 34 CFR Part 80.

5.1.28 Record Retention - The parties must retain all required records for at least three (3) years after the purchasing party makes final payment and all other pending matters are closed.

5.1.28.1.29 Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any products or services to be provided under this Agreement do not originate with any "scrutinized company."

## 6. Bid Submission

6.1 All bids must be submitted electronically through the [ESUCC - Cooperative Purchasing's hosted sourcing application service at https://esucc.ionwave.net/ via the Internet](https://esucc.ionwave.net/). Submitting your bid through this application will signify your authorized signature and acceptance of all Bid Terms and Conditions for the ESUCC-20242025 bid. Submitting a bid via hard copy will render the bid non-responsive and therefore disqualified. All vendors will be able to access the bid from the system as long as you have pre-registered with ESUCC Cooperative Purchasing.

### 6.2 Special Notes:

- 6.2.1 Orders will be submitted directly from Nebraska Schools, ESUs, or other member agencies. Orders may be submitted by School District, Building, College Campus(s), or other Agencies. Vendors may receive multiple purchase orders from School Districts/Members and multiple ship to locations per School District/Campus/Members. A list of the previous year's ship to locations will be provided as an attachment to the bid for bidder reference. Additional locations may be added without notifying winning bidder. Please plan accordingly.
- 6.2.2 Special Notes for cut paper (400 section): Vendors may begin delivery of paper on the date for "First Day for 400 Paper delivery" defined in the "Key IFB Dates". Late deliveries will be subject to late delivery penalties (2% per month). Payment terms are Net 45 days upon completion of entire PO.
- 6.2.3 All bids must be prepared on a prepaid, FOB Destination Tailgate basis. No payments for transportation charges, of any kind, will be allowed, unless otherwise specified.
- 6.2.4 Vendors must identify all miscellaneous packaging with labels or markings on the boxes. ESUCC affiliated Schools and members will not be responsible for erroneous reporting of shortages due to unidentified miscellaneous packaging.
- 6.2.5 Vendors must deliver ordered quantities ONLY. Bidders are responsible for picking-up all overages by date defined in the "Key IFB Dates" section. All overages not picked-up by this date will be retained at no cost by ESUCC or its affiliate members.
- 6.2.6 Vendors must deliver all required cables, straps, and accessories with the respective product. Do not ship accessories on separate delivery dates or packaged with unrelated items.

## 7. Type of Contract: ANNUAL BUY

7.1 The Annual Buy bid provides the vendor the opportunity to bid in (10) ten product categories:

- 7.1.1 Electronics and Supplies
- 7.1.2 General Supplies
- 7.1.3 Furniture
- 7.1.4 Copier Paper
- 7.1.5 Maintenance-Shop Supplies
- 7.1.6 Health and Safety Supplies
- 7.1.7 Athletic Equipment and Supplies
- 7.1.8 Hot Lunch Equipment and Supplies
- 7.1.9 Science Equipment and Supplies
- 7.1.10 Art Equipment and Supplies

7.2 Bidders may bid on any or all of the categories listed.

7.3 All "Annual Buy" individual item contracts are awarded for FOB Destination tailgate delivery to school districts and members in Nebraska or as designated by the Ship to address on each order (unless optional delivery method is selected for the 400 Copier Paper). All orders will be submitted electronically to the awarded vendor, after order aggregation is complete from the member school district and other members or any of its designated staff or for aggregated orders by the designated date. All orders will be submitted electronically to the awarded vendor by date defined in the "Key IFB Dates" section. Any vendor that can receive purchase orders via cXML data will be assisted to accommodate this process by ESUCC - Cooperative Purchasing and Equal Level. Awarded parties unable to receive cXML data will receive orders via email at an email account designated by the awarded vendor by replying to the Attribute "Order Delivery Contact Email".

#### 8. Bid Bond Requirement

The undersigned bidder hereby agrees to submit a **bid bond**, on or before the "Bid Submittal Deadline", from a reputable surety company in the amount of \$2,500.00 or a bid bond in the form of cash, certified check, or money order, in the amount of \$2,500.00. Upon awarding the bids the amount of the bid bond, if cash, certified check, or money order, will be returned to said bidder once all product is received. The bid bond must be conditioned upon honoring said bid if awarded to said bidder and must be in favor of ESU Coordinating Council.

Bid Bonds should be mailed to:  
ESU Coordinating Council  
1292 East 4th Street  
Ainsworth, NE 69210

#### 9. Terms and Conditions

The submission of bids to ESUCC - Cooperative Purchasing must be the consideration for this agreement. The undersigned bidder hereby agrees to honor bid prices regardless of quantities and said bidder agrees that guaranteed quantities are not a condition of this bid. The undersigned upon the execution of this document hereby agrees to the Terms and Conditions of this bid and ESUCC - Cooperative Purchasing agrees to accept such bids under the following conditions.

##### 9.1 Delivery

9.1.1 All items bid upon are for FOB Destination Tailgate delivery to participating school districts or individual school buildings of the Nebraska ESU's or any entity by statute ESU's/ESUCC may serve. Winning bidders, in compliance with bid bond requirements, may begin deliveries no earlier than "First Day for Delivery" defined in the "Key IFB Dates".

9.1.2 Vendor must notify the respective "ship to" destination 48 hours in advance of delivery to schedule and insure a delivery time. Failure to schedule a delivery appointment with 48-hour lead-time may result in refusal to receive shipment until appropriate arrangements can be made. ESUCC - Cooperative Purchasing, Schools, or members and its receiving locations will not be responsible for any costs incurred for winning bidder's or their designated shipper's failure to make delivery appointments.

##### 9.2 Package/Lot Bids

9.2.1 When a Package/Lot BID is requested, a respondent is expected to bid each and every item within the Package/Lot, and the award will be made based upon the "Total Package Bid" calculation for the stipulated Package. The calculation for "PACKAGE BIDS" will be evaluated on a weighted average basis based on the previous year's sales volume. Each bidder will be responsible for the accuracy of each "Total Bid Package". If the package bid for the current year does not have previous year sales volumes to compare then the package will be awarded based on the low bid of the entire package.

9.2.2 In the event that not all items within a Package/Lot can be sourced by the respondent, ESUCC - Cooperative Purchasing reserves the right to omit items from the calculation in the event that the removal from the package/ lot is in the best interest of the previous year's order quantities and the pricing calculation.

### 9.3 Quantities

- 9.3.1 ESUCC - Cooperative Purchasing is hereby not stipulating estimated quantities of merchandise for bidding. There is no guarantee that quantities will be greater or smaller than those purchased in prior years. Bidders submitting responses with stipulations, conditions on quantities or awarded dollar amounts by line-item, category, or total order will be disqualified from consideration for award. The undersigned bidder hereby agrees to honor bid prices and shipments regardless of quantities or dollar volume actually determined following bid awards, and said bidder hereby agrees that guaranteed purchase order quantities or dollar amounts are not a condition of this bid.

### 9.4 Bid Award Determination

- 9.4.1 The ESUCC - Cooperative Purchasing Awards Committee may award contracts to the lowest responsible bidders, as determined by the Awards Committee in its sole discretion. In the event of a tie the award will be determined by a public coin flip, to establish the winner unless one of the involved bidders has been designated a Nebraska resident bidder (Corporate office address, not Sales Representative office address) in which event said bidder will be automatically declared the winner. The Committee, however, reserves the right to award an additional selection whenever a substantial brand-name preference has been indicated by the participating schools and when it is determined that said brand-name bid is competitive in price. The undersigned bidder hereby agrees to these bidding conditions by submitting this signed document on or before the Bid Closing date as specified below.
- 9.4.2 Notwithstanding anything to the contrary in Paragraph 9.4.1, the ESUCC - Cooperative Purchasing reserves the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, may be for the best interest of ESUCC - Cooperative Purchasing.
- 9.4.3 Preliminary awards will be available during the "Vendor Review Period of Awards" defined in "Key IFB Dates". Vendors will have until the end of the "Vendor Review Period" to review awards. Please note that during portions of this review period the offices of ESUCC - Cooperative Purchasing will be closed. Vendors may formally dispute awards, in writing, to ESUCC - Cooperative Purchasing during the "Vendor Dispute Period" defined in "Key IFB Dates". Disputes will be reviewed and vendors will be notified of decisions. Final Bid Awards will be available as defined in "Key IFB Dates".

### 9.5 Warranties and Specifications

- 9.5.1 The Company receiving the award will be responsible for providing the manufacturer's standard warranty or other in-state warranty service facility to the schools, educational service units, and other members.
- 9.5.2 Every item bid will include all attachments normally supplied with the machine by the manufacturer or vendor and none must be omitted when shipped.
- 9.5.3 Complete product specification sheets or brochures must be submitted when requested and can be submitted electronically through the [ESUCC sourcing application](#) per Response Attachments. Failure to provide said specification sheets could disqualify the bid. All product specifications must be submitted on or before the Bid Closing date and must be clearly identified with the vendor's name and the ESUCC - Cooperative Purchasing Item Number.

### 9.6 Product Safety Information

- 9.6.1 Bidders are responsible to ensure that all equipment meets applicable safety codes and that all electrical equipment bids will be Underwriters Laboratory Certified. The awarded vendor must, upon request, provide data that substantiates that the items bid are not hazardous or toxic in the manufactured condition as to asbestos content, etc. The vendor further agrees to provide proper Safety Data Sheets (SDS), as required by law, with products upon delivery.

### 9.7 Service Manuals and Product Nomenclature

- 9.7.1 Operator's manuals should be supplied for all items when shipped. The vendor agrees to make service manuals available, at a reasonable cost, to Schools, Educational Service Units and members upon request.

9.7.2 The ASA code or other lamp nomenclature must be specified by the vendor for each type of projection equipment to facilitate projection lamp stocking at all schools and Educational Service Unit's repair facilities.

#### 9.8 "Equivalent to" Item Specifications

9.8.1 When an item specification lists "Equivalent to", bidders may submit a single "equivalent to" item. However, each bidder is restricted to one item submitted per item number unless the ESUCC - Cooperative Purchasing staff provide the ability of offering an alternate through the sourcing application. Multiple submissions on a single line-item will not be considered and will automatically disqualify that bidder from all award consideration for that item number if an alternate hasn't been enabled through the sourcing application.

9.8.2 ESUCC - Cooperative Purchasing recommends that vendors submit requests for "alternative brand name approval" in the "annual bid specification review period" scheduled in August and September of each year.

9.8.3 Whenever the word "ONLY" follows the specific brand, model name or number, equivalents will not be accepted and should not be submitted.

#### 9.9 Samples

9.9.1 Samples, when required, must be submitted within the time specified at the bidder's expense. Whenever the notation "SAMPLE REQUIRED" is made, a sample must be submitted for the bid to be considered. Each sample and specification sheet must be provided on or before the bid closing date. Each sample and specification sheet must be labeled with the name of the vendor/manufacturer submitting the sample for consideration and the ESUCC - Cooperative Purchasing item number. If not consumed by testing, samples will be returned upon written request only at the expense of the bidder. All samples will become the property of ESUCC - Cooperative Purchasing if a written "Return Request" is not submitted with the sample. Samples and specification sheets not properly labeled may not be considered in the bid award.

9.9.2 Previous year awards will not be used to determine current year awards. A sample must be submitted for all specifications that indicate "Sample Required" and current "specification sheet" must be submitted when indicated. Failure of a bidder to do so may result in disqualification for that item.

#### 9.10 Payment Terms

9.10.1 Payments will be made to vendors directly from Schools, Educational Service Units, and members. All payment terms are Net 45 based on product received date by members. The first possible day of delivery is defined in "Key IFB Dates", and, the earliest payment due date is also defined in "Key IFB Dates". All Purchase Orders must be delivered and verified 100% complete and accurate before they will be considered payable. Any product not received by "Delivery Deadline for Items" as defined in "Key IFB Dates" will be subject to late shipment penalties and should be adjusted on the member invoices accordingly.

9.10.2 A "late delivery" penalty fee of 2% must be deducted from a member's final invoice for deliveries made after "Delivery Deadline for Items" and "Delivery Deadline for Paper". An additional 2% per month "late delivery" penalty fee will be assessed for deliveries made for any part of each month on the total dollar amount of all undelivered merchandise. Members must communicate in writing non-receipt of product(s) to vendors at a minimum of one week prior to the delivery deadline or if the deadline has passed the vendor will have 14 days to deliver product without penalty after receiving communication of non-delivery of items from member.

9.10.3 A bidder is in default for any merchandise not delivered by end of day for "Delivery Deadline for Items" and "Delivery Deadline for Paper" as defined in "Key IFB Dates" and any ESUCC - Cooperative Purchasing member may, at their option, purchase the merchandise elsewhere on such terms and at such prices as available or cancel the item. Upon default by a bidder, the bidder and the surety named in the bid bond will then become liable to ESUCC - Cooperative Purchasing for the difference of the total amount between the total cost of the replacement merchandise and the total bid of the undelivered merchandise, and any additional administrative costs and expenses of ESUCC - Cooperative Purchasing or members.

#### 9.11 Lost and Damaged Merchandise

9.11.1 The awarded vendor must accept full responsibility and pay for return shipping charges on any item received by a school, Educational Service Unit, or member that is found to be deficient in quality, defective in packaging, fails to meet specifications or is an unauthorized substitution so as to render the item unsuitable for its intended purpose.

#### 9.12 Discontinued Items/Model Changes/Cancellations

9.12.1 Bidders are responsible for bidding items and model numbers that are current. Winning bidders are responsible for notifying, in writing ESUCC - Cooperative Purchasing, of any model changes prior to shipment of product, addressed to [coop@esucc.org](mailto:coop@esucc.org). These written notifications are subject to approval from ESUCC - Cooperative Purchasing. Items delivered prior to any notification of changes are subject to rejection at receiving without prior notice.

9.12.2 Discontinued items bidders will be required to submit a letter from the Manufacturer (Producer, Creator, Maker, etc.), Wholesaler or produce an original email showing all communications about discontinued item. Email must show Subject, From, To and Date headers to be an accepted form of communication. A message cut and pasted into another email will not be acceptable.

9.12.3 By bidding an item, the bidder is accepting responsibility for delivering that item if awarded. Bidders will be responsible for finding an acceptable replacement of equal or greater quality for all discontinued or cancelled items. Failure to provide a suitable replacement will result in ESUCC - Cooperative Purchasing deducting the cost of having to secure acceptable replacements from winning bidders bid bond.

#### 9.13 Late Shipments

9.13.1 Vendor is responsible to notify, in writing, ESUCC - Cooperative Purchasing [coop@esucc.org](mailto:coop@esucc.org) of any late or delayed shipments as soon as the vendor is aware of this information. On date noted in "Key IFB Dates", vendors must submit to ESUCC - Cooperative Purchasing a complete list of all items that have yet to be shipped and an estimate, by line-item and delivery location, of expected delivery dates.

9.13.2 ESUCC - Cooperative Purchasing and its affiliates reserve the right to cancel the whole or any part of this agreement due to failure by the vendor to carry out any obligation, term or condition of the agreement.

9.13.3 ESUCC - Cooperative Purchasing will issue written notice to the vendor for acting or failing to act in any of the following:

- 9.13.3.1 The vendor provides material that does not meet the specifications of the agreement;
- 9.13.3.2 The vendor fails to adequately perform the services set forth in the specifications of the agreement.
- 9.13.3.3 The vendor fails to observe any of the terms and conditions of the agreement.
- 9.13.3.4 The vendor fails to follow the established procedure for purchase orders, invoices, and receipt of funds as stipulated by ESUCC - Cooperative Purchasing.

9.13.4 ESUCC - Cooperative Purchasing reserves the right to cancel, or suspend the use thereof, any agreement resulting from this IFB if the vendor files bankruptcy protection, or is acquired by an independent third party. Upon receipt of the written notice, the vendor will have ten (10) business days to provide a satisfactory response to ESUCC - Cooperative Purchasing. Failure on the part of the vendor to address adequately all issues of concern may result in cancellation of the agreement.

#### 9.14 Inspections and Acceptance

9.14.1 Inspection and acceptance will be at the member delivery destination unless specified otherwise, and will be made at the ship to address by a duly authorized representative. Until delivery and acceptance, and after any rejection, risk of loss will be the vendors unless loss results from negligence by the receiver.

#### 9.15 Electronic Procurement System

9.15.1 ESUCC - Cooperative Purchasing and its members will issue orders for supplies, equipment and services utilizing an electronic procurement system.

#### 9.16 General Information

9.16.1 Sales Summary Reports will be provided reflecting a vendor's total catalog sales upon request only.

9.17 Multiple Awards

9.17.1 In order to assure that any bid award will allow ESUCC - Cooperative Purchasing to fulfill current and future requirements, ESUCC - Cooperative Purchasing reserves the right to award bids to multiple vendors. The actual use of any bid award will be at the sole discretion of ESUCC - Cooperative Purchasing affiliated schools, ESU's or members. Each vendor should take into account the fact that ESUCC - Cooperative Purchasing may consider multiple awards. It is at the discretion of ESUCC - Cooperative Purchasing to make multiple bid awards, to award only one bid, or to make no awards.

9.18 Governing Law

9.18.1 This IFB, any resulting contracts, and the vendor's performance will be governed by and construed in accordance with the laws of the State of Nebraska.

9.19 Publicity

9.19.1 ESUCC does not endorse the goods or services of the vendors. Except for listing ESUCC as a client during the term of any award or related contract, news releases or other publicity concerning the award or contract must not be made by the vendor without the prior written approval of ESUCC.

9.20 Disqualification of Bidders

9.20.1 Vendors may be disqualified and their proposals disregarded for reasons which include but are not limited to the following:

9.20.1.1 ESUCC Cooperative Purchasing has reason to believe that vendors have engaged in collusion.

9.20.1.2 The vendor has indicated possible litigation against the ESUCC, the Cooperative, or any of its ESUs or their member school districts.

9.20.1.3 The vendor is in arrears on any existing contract or has defaulted on a previous contract.

9.20.1.4 The vendor has uncompleted work which, in the judgment of the ESUCC, will prevent or hinder its ability to complete this project, if it were awarded to the Vendor.

9.21 Non-Responsive Bids

9.21.1 A vendor that fails to respond to any request for information may be deemed non-responsive and its bid may not be considered for the award.

9.22 Electronic Bid Protocol

9.22.1 All bids and modifications thereof, will not be viewable until the day and time indicated in the bid. A "Close Date & Time" time will be displayed for all types of bids. No bid can be received or modified after the "Bid Close Date & Time" designated for whatever reason.

9.22.2 Because of the availability of electronic bidding, ESUCC - Cooperative Purchasing reserves the right to postpone the electronic Bid Closing due to electrical or communication problems on our end or with a hosted server, due to accidents or acts of God. Bidders must mail or electronically submit information as requested by ESUCC - Cooperative Purchasing either through USPS, FedEx, UPS, other courier services or through the ESUCC sourcing application. A Digital signature is required to validate the bid. By submitting your response, you certify that you are authorized to represent and bind your company. Neglecting to provide the information requested on the "Response Submission" tab of each bid constitutes a Digital Signature and will result in disqualification of the bid.

9.23 Piggyback Clause.

9.23.1 For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state that has executed an interlocal agreement with ESUCC.

**10. Indemnification**

10.1 Bidder agrees to indemnify, defend, and hold harmless the ESUCC and its member agencies against any and all claims, suits, or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Bidder's violation of the rights of others or by reason of a breach of any of the foregoing warranties.

10.2 Bidder represents and warrants that the contents of this response to Invitation for Bid and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Bidder represents and warrants that they have full power and authority to execute this Copyright Release and to grant the ESUCC and its member agencies the right granted herein.

**11. Tariffs**

11.1 In the event of significant delay or price increase of materials or goods occurring during the performance of the contract due to a tariff that goes into effect after the execution of this contract, the contract price/sum, time of performance, or contract requirements must be equitably adjusted by written amendment of the contract. A change in price of an item of material or good will be considered significant when the price of an item increases 5 percent between the date of execution of the contract and the date of catalog publishing February 1, ~~2024~~2025. The price amendment must be effective only as long as the tariff is in effect. The intent of the adjustment is to hold the vendor harmless from the impact of the tariff, but the price adjustment is in no way intended to provide or guarantee the same percentage of profit. The vendor must provide documentation that is satisfactory to ESUCC to support any claim under this section. In addition, ESUCC will have the right to request a cost analysis vs. price analysis for each change in tariff adjustment request. In the event that the parties are unable to reach an agreement regarding a contract amendment under this section, either party has the option to terminate the contract, bid award or re-award the item to the next low bid.

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Sign: \_\_\_\_\_

~~Kraig Lofquist~~Larriane Polk

~~Executive Director~~Chief Executive Officer

Terms and Conditions reviewed on: ~~August 18, 2023~~2024 (Legal), ~~September 7, 2023~~2024

(Board) \_\_\_\_\_

Coop Directors report to ESUCC Board  
submitted by: Craig Peterson  
September 4, 2024

### 1. Coop Strategic Plan

- a. **Purpose:** The purpose is to enhance engagement and boost purchasing activity among ESUCC Cooperative Purchasing members, specifically targeting those who currently make purchases from a single program or vendor.
- b. **2024-2025 Goal:** Increase awareness, engagement and purchasing activity among ESUCC Cooperative Purchasing members who exhibit purchasing from a single program or vendor

### 2. Consent Agenda Items for Coop

- a. Approve Agreements signed in June, July, and August by Exec. Dir./CEO
  - i. ACCO Extension to ESUCC SB
    1. ACCO is a media supply vendor that bids on the Annual Buy but we have their entire catalog with pricing updated yearly through a punchout in the ESUCC Marketplace.
    2. Special Buy Agreement with Softchoice
      - a. Softchoice is a software reseller of many software companies to include Microsoft, Filemaker, Houghton Mifflin, Sophos, Symantec, VMware, Google, AWS, Citrix and other Channel partners.
- b. Addendum to Special Buy agreement with PPG Architectural Finishes Inc.
  - i. PPG is a supplier of paint, coatings, and specialty materials. The ESUCC contract is utilized by PPG for new construction. Sales over the last 4 years have been \$82,500 (2023-2024); \$269,250(2022-2023); \$309,270(2021-2022); 108,853 (2020-2021).
- c. Approve Special Buy agreement with Renato Software
  - i. This would be a new agreement with Renato for their Senso Mobile Device Management solutions. This is an updated agreement with a company we already contract with that has updated offerings to schools.

### 3. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line item bid where vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed to schools/members in February. The orders are then aggregated by address (all teacher/staff orders for items are aggregated into one line item per address) and sent to vendors in March and April and merchandise is delivered to the Cooperative members during May through July. The product categories offered are as follows: Electronics and Related Supplies, General Supplies, Furniture, Copier Paper, Maintenance-Shop Supplies, Health & Safety Supplies, Athletic Equipment & Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.

**b. Annual Buy Terms & Conditions**

i. Yearly updates to the Terms & Conditions this year included:

1. Admin fee 4%
2. Updated dates
3. Updated Time line for Awarding of Items (Moved it back 2 days)
4. Removed reference to “Extended Purchasing Window”
  - a. We will no longer give vendors the option to extend Annual Buy item pricing from June 1 until December 31.
5. Changed paragraph 3.3 from bids being opened publicly to bids being opened by the Cooperative Purchasing Director or designee and audited by sourcing software beginning at least 3 hours after the close of the bid. (Reviewed by legal on 01/10/2024)
6. Changed paragraph 3.4 to read the same as the above paragraph for the Electronics section (Reviewed by legal on 01/10/2024). These changes were made to be more efficient of staff time and to begin awarding sooner if needed. This last year we had a major weather event that if we would have had this in place it would have allowed staff to begin awarding 3 hours after the bid closed.
7. Added paragraph 5.1.29 “scrutinized company” language per legal counsel recommendation.

**c. 2024 Annual Buy Delivery of items**

- i. We had 76 item Updates, Changes, issues reported this year (compared to 101 last year and 258 the year before)
- ii. Canceled items (1 total down from 3 last year) due to Manufacturer Discontinued without a substitute

**d. Review of Annual Buy Sales Data over last Seven years – They fluctuate**

- i. 2023-2024 – Annual Buy \$2,041,955.67; Paper Buy \$ 871,110.81
- ii. 2022-2023 – Annual Buy \$2,203,986.80; Paper Buy \$820,341.83
- iii. 2021-2022 – Annual Buy \$2,304,945.85; Paper Buy \$984,416.14
- iv. 2020-2021 – Annual Buy \$2,190,174.03; Paper Buy \$672,037.21
- v. 2019-2020 – Annual Buy \$2,356,150.92; Paper Buy \$856,459.15
- vi. 2018-2019 – Annual Buy \$2,280,138.82; Paper Buy \$957,712.43
- vii. 2017-2018 – Annual Buy \$2,407,565.41; Paper Buy \$866,109.76
- viii. 2016-2017 – Annual Buy \$2,382,736.12; Paper Buy \$790,259.16

**4. ESUCC Marketplace**

a. ESUCC Marketplace Sales – (9 Years since new service Equal Level started)

- i. January 1, 2024 to August 28, 2024 - \$4,220,501.98
- ii. January 1, 2023 to December 31, 2023 - \$4,678,475.72
- iii. January 1, 2022 to December 31, 2022 - \$4,833,639.06
- iv. January 1, 2021 to December 31, 2021 - \$4,225,591.97
- v. January 1, 2020 to December 31, 2020 - \$4,989,205.11
- vi. January 1, 2019 to December 31, 2019 - \$4,470,323.01
- vii. January 1, 2018 to December 31, 2018 - \$4,449,044.40
- viii. January 1, 2017 to December 31, 2017 - \$3,863,795.56

ix. January 1, 2016 to December 31, 2016 - \$4,070,589.58

**5. Equal Level Savings Advisor (ELSA) Savings through ESUCC Marketplace (New Feature this last year)**

a. [Video explaining ESLA](https://vimeo.com/375991739) - <https://vimeo.com/375991739>

b. **ESLA Savings report 01/01/2024 – 08/29/2024**

- i. # of Items Checked Out – 42,531
- ii. Total Spend \$3,757,719.30
- iii. # of Items with Alternatives 24,728 (58%)
- iv. Spend on Items with Alternatives \$ 1,481,241.32 (39%)
- v. # of items replaced for Lower Price 566
- vi. Savings from Replacement \$20,713.70 (38%)
- vii. Savings Missed \$ 232,198.37 (16%) {Disclaimer, UOM's may not be the same for suggested items for replacement and may not be cheaper}

**6. Definition of AEPA:** The Association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states. Of the many advantages to this unique purchasing group, are the combined human resources representing purchasing/bidding expertise, current and past vendor relationships, past experience and overall vision with regard to the needs of the qualified customers within each represented state. Nebraska is a founding member of AEPA, which started with ten states in 2000 and now has grown to 29 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.

a. **IFB #025 Solicitations released on August 1 in the following categories (September 17<sup>th</sup> bids will be opened)**

- i. IFB #025-A - Athletic Field Services (Rebid of current category)
- ii. IFB #025-B – Hardwood & Synthetic Flooring Services (Rebid of current category)
- iii. IFB #025-C – Copiers, MFPs, Printers, Managed Print Services (Rebid of current category)
- iv. IFB #025-D – Roofing and Related Services (Rebid of current category)
- v. RFP #025-E – Security Solutions (Rebid of current category) Craig Peterson serves on this category committee.
- vi. RFP #025-F – Cybersecurity & Training (New category) Craig Peterson serves on this category committee.
- vii. IFB #025-G – Portable & Modular Classrooms (New category)
- viii. IFB #025-H – Playground Equipment (Rebid of current category)
- ix. **Winter Meeting** – December 2-4, 2024 – Orlando, FL
- x. **Future AEPA Meetings**
  1. Annual Meeting - April 7-9, 2025 – Chattanooga, TN

**7. Marketing**

- a. 46 Campaigns have been sent since the last meeting –Please share the list with your Superintendents and other appropriate groups.
- i. [SchoolsPLP - May Join us to learn about SchoolsPLP The Most Comprehensive On-Line Learning Program](#) - 41% open rate
  - ii. [Best Plumbing - May 2024 New Items](#) - 44% open rate
  - iii. [Peoria Ford - May 2024](#) - 48% open rate
  - iv. [School Specialty - 1% Rebate May 2024](#) - 44% open rate
  - v. [Learn360 - 2024 Deadline July 15](#) - 47% open rate
  - vi. [Pitsco - Unpacking science wonders with iSprowt class packs](#) - 49% open rate
  - vii. [School Specialty - School Security](#) - 50% open rate
  - viii. [Mackin - May 2024 - Monthly Digital Digest](#) - 46% open rate
  - ix. [Insight - June 04 2024 Verkada Webinar](#) - 40% open rate
  - x. [Busch Systems - Cafeteria/Food Service](#) - 51% open rate
  - xi. [AEPA Vendor - Flinn Scientific - May 2024](#) - 51% open rate
  - xii. [Sysco - 2024 Food Show - Save the Date Send#2](#) - 48% open rate
  - xiii. [AEPA Vendor - The OrganWise Guys Webinars May 2024](#) - 49% open rate
  - xiv. [Quill - Newell Brand Writing](#) - 49% open rate
  - xv. [Voss Lighting - June 2024 - Lighting and Energy Services](#) - 47% open rate
  - xvi. [2024 ESUCC Annual Buy-Extended Catalog Available](#) - 49% open rate
  - xvii. [Staples - Clean Your Office, Not Your Wallet](#) - 46% open rate
  - xviii. [Best Plumbing - June 2024 New Items](#) - 46% open rate
  - xix. [School Health - June - Its Official. We're the U.S. Distributor for Ablenet!](#) - 47% open rate
  - xx. [Busch Systems - Save Money by Choosing Bins Easy to Service](#) - 48% open rate
  - xxi. [2024-25 ESUCC Coop Marketplace - Update contacts and Approval Chains](#) - 49% open rate
  - xxii. [Mackin - June 2024 - Monthly Digital Digest](#) - 46% open rate
  - xxiii. [Sysco - Fresh Press June 24](#) - 47% open rate
  - xxiv. [2024 Adobe VIP Renewal - No Order](#) - 72% open rate
  - xxv. [Insight - June ISTE Live 24](#) - 46% open rate
  - xxvi. [WTI Tremco - Get the Indoor Air Quality Answer Book for Schools](#) - 45% open rate
  - xxvii. [deledao - The Smartest Web Filter for K-12](#) - 51% open rate
  - xxviii. [2024 Adobe VIP Renewal - All Schools](#) - 45% open rate
  - xxix. [Busch Systems - RECEIVE 20% OFF MSRP! + 10% AEPA Discount](#) - 49% open rate
  - xxx. [Voss Lighting -LED Parking Area Lighting July 2024](#) - 42% open rate
  - xxxi. [Quill - Custom Solutions to Keep Your Classrooms Flourishing](#) - 44% open rate
  - xxxii. [Mackin - July 2024 - Monthly Digital Digest](#) - 43% open rate
  - xxxiii. [2024 Adobe VIP Renewal - No Order Deadline passed](#) - 69% open rate
  - xxxiv. [Best Plumbing - July 2024 New Items](#) - 42% open rate
  - xxxv. [SchoolsPLP - July Summer is the perfect time to learn about the New SchoolsPLP Curriculum](#) - 46% open rate
  - xxxvi. [AEPA Vendor - Complete Book July 2024](#) - 54 % open rate
  - xxxvii. [AEPA Vendor - The OrganWise Guys July 2024](#) - 57% open rate

- xxxviii. [Voss Lighting -Lighting-Innovation-Design August 2024](#) - 42% open rate
- xxxix. [School Health - July - The future of heat, today](#) - 44% open rate
  - xl. [Best Plumbing - August 2024 New Items](#) - 41% open rate
  - xli. [Quill - Back to School with your favorite brands](#) - 43% open rate
  - xlii. [AEPA Hillyard- 2024 August Your Cleaning Resource](#) - 43% open rate
  - xliii. [Busch Systems - Ready for School Reopening Classroom Favorites](#) - 43% open rate
  - xliv. [Flinn Scientific - Back to School Science Checklist](#) - 42% open rate
  - xlv. [Mackin - August 2024 - Monthly Digital Digest](#) - 43% open rate
  - xlvi. [ServiceMASTER Recovery Management - Understanding Flood Cuts](#) -44 % open rate

- b. If users have previously unsubscribed from receiving these emails, then they can re-subscribe or have other staff subscribe by visiting the following link <http://eepurl.com/gTsUCv>, choose the District-Building Contacts to receive Cooperative Purchasing emails about order deadlines and vendor announcements. After submitting your subscription request, check your email, you may receive email from MailChimp requiring you to confirm this submission.

## 8. Additional Information & Meetings

- i. **Communications with the following vendors/organizations since last board meeting:** Grand Island Public Schools (Virgil Harden, Lori Forsythe), School Specialty, Quill, Invent XYZ, Infobase, Morgan Harris Greenbush KS, NDE Rule 84, AEPA Executive Committee, AEPA Solicitations Committee, AEPA 025: Cybersecurity & Training Committee, AEPA Website Committee, AEPA 025: Security Committee, AEPA Solicitations Committee, School Health/Aunt Flow, Softchoice, Hamilton Telecommunications, Caetra.io (Cybersecurity vendor, Andy Boell), ESU 3 & Gretna Public Schools, Demco, Kellogg & Sovereign, Staples, CDW-G, Secury, Santee Schools
- ii. **Conferences/Webinars/Trainings:**
  1. AEPA Bonfire – Weekly training for new Sourcing Software
  2. Nebraska School Nurses Conference
  3. Cybersecurity Pilot Program Webinar
  4. Presented at Nebraska School Nutrition conference
  5. NDE Day
  6. NCSA Administrator Days

## September 2024 Coop Committee Report- Colleen

### 2023-24 Sales/ Revenue/Savings Summary (Not Final)

**Total Sales:** \$26,179,075.35 (down 2,685M/ -9.3% from 2022-23)

**Total (expected)Revenue:** \$571,270.63 (down \$149K/ -12.9% from 2022-23)

**Total Savings:** \$8,221,658.58 (up 346K/ +4.3% from 2022-23)

**Average Savings %:** 27.29% (up +4.12% from 2022-23)

#### Summary of Sales Increase/ Decrease:

**AEPA:** down \$3.4M

**Special Buys:** down \$516K

**Custodial- HD Supply:** up 242K

**Food-Sysco:** up 1.1M

**Annual Buy:** down 162K

**Paper Buy:** down 51K

**\*\*\*SIMPL- 6 years sales data available\*\*\***

**\*\* Individual ESU's reports by school, vendor & program will be sent to administrators by the next meeting.**