

ESUCC
Legal Committee Meeting
Wednesday, September 6, 2023, 2:00 PM
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

Springview Herald
Valentine Midland News
Red Cloud Leader
Ainsworth News
ESUCC webpage
NE Public Meetings

Posted Date: 9/30/23

Attendance Taken at 2:00 PM.

Dr Larianne Polk:	Present
Dan Schnoes (NE) (ESU 03):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr John Skretta (ESU 06):	Present
Drew Harris (ESU 09):	Present
Dr Melissa Wheelock (ESU 10):	Present
John Poppert (ESU 11):	Present
Phillip Picquet (ESU 15):	Present

1. Call to Order

2. Roll Call

3. Consent Agenda Items

3.1. Coop Contracts

3.1.1. Contracts/Addendums signed by the Executive Director for the months of May-August.

3.1.2. Special Buy agreement with Cloud9World

3.1.3. Special Buy agreement with EMC2 Learning

3.1.4. Addendum to Special Buy agreement with Infobase

3.1.5. Special Buy agreement with Curipod AS

4. Agenda Item

4.1. COOP

4.1.1. Coop Strategic Plan

4.1.2. Approve Annual Buy Terms and Conditions

4.1.3. Approve Interlocal with Elkhorn Logan Valley Health Department

4.1.4. Staff Written Reports

4.1.4.1. Peterson Report

4.1.4.2. Colleen Lentz (Data)

4.2. Legislative Updates

4.2.1. Bromm's Updates

4.2.1.1. Non-Public Support

4.2.1.2. Cybersecurity

4.3. Policies and Procedures

5. Next Meetings Agenda Items

6. Adjournment

{{Name: Agenda Item Name}}
{{Discussion: Agenda Item Discussion}}
{{Comments: Agenda Item Comments}}
{{Actions: Agenda Item Actions}}

NEBRASKA OPEN MEETINGS ACT

84-1407. Act, how cited. Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined. For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as: (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) Discussion regarding deployment of security personnel or devices; (c) Investigative proceedings regarding allegations of criminal misconduct; (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length. Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public. (b) (i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website. (ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by: (A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or (B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting. (iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public

body.(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee. (d) Each public body shall record the methods and dates of such notice in its minutes. (e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met: (i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity; (ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act; (iii) The governing body of a public power district having a chartered territory of more than one county in this state; (iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state; (v) An educational service unit; (vi) The Educational Service Unit Coordinating Council; (vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act; (viii) A community college board of governors; (ix) The Nebraska Brand Committee; (x) A local public health department; (xi) A metropolitan utilities district; (xii) A regional metropolitan transit authority; and (xiii) A natural resources district. (b) The requirements for holding a meeting by means of virtual conferencing are as follows: (i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference; (ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used; (iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and (iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body. (b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings. (c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413. (8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if: (a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body; (b) No action is taken by the public body at the virtual meeting; and (c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each

meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if: (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction; (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience; (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance; (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state; (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and (f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

84-1415. Open Meetings Act; requirements; waiver; validity of action. No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

Revised
4-2022



PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.
233 South 13th Street, Suite 1400,
Lincoln, NE 68508
(402) 476-9200
perrylawfirm.com



Nebraska Council
of School Administrators

455 South 11th Street, Suite A
Lincoln, NE 68508
(402) 476-8055
ncsa.org

**ADDENDUM TO 2021-2024 SPECIAL BUY AGREEMENT BETWEEN
ESUCC COOPERATIVE PURCHASING AND IMPERO INC.**

This Amendment and Extension is made by and between ESUCC Cooperative Purchasing ("Cooperative") and **Impero Inc.** ("Contractor") to the 2021-2024 Special Buy Agreement ("Agreement") signed by the Cooperative on June 29, 2021, and by the Contractor on June 30, 2021. The Addendum is as follows:

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


Adding the product/part number for the renewal of Impero Education Pro
Impero EdPro Renewal Device License (Part Number: SUP-001)


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

Impero EdPro Renewal Device License - \$4 Per License (1-5000 licenses)
Impero EdPro Renewal Device License - \$3.5 Per License (5001+ licenses)

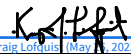
All other terms and conditions of the 2021-2024 Special Buy Agreement shall remain in full force and effect.

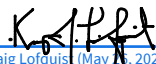
CONTRACTOR

By:  _____
Name: Jourdan Lopez
Title: Head of Account Management - Americas
Date: May 24, 2023

Signature: 
Email: jlopez@imperosoftware.com
Title: Head of Account Management - Americas
Company: Impero Solutions Ltd

COOPERATIVE

By:  _____
Name: Kraig Lofquist
Title: Executive Director
Date: May 26, 2023

Signature: 
Email: klofquist@esucc.org
Title: Executive Director
Company: ESUCC Cooperative









2023-05-24 ESUCC Product Addendum to Imerpo Special Buy - Addendum

Final Audit Report

2023-05-26

Created:	2023-05-24
By:	CRAIG PETERSON (craig.peterson@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmvpJzwdJXMxysHM-bZu_SOyYVOP2vgjw

"2023-05-24 ESUCC Product Addendum to Imerpo Special Buy - Addendum" History

-  Document created by CRAIG PETERSON (craig.peterson@esucc.org)
2023-05-24 - 4:31:03 PM GMT- IP address: 162.127.11.100
-  Document emailed to Jourdan Lopez (jlopez@imperosoftware.com) for signature
2023-05-24 - 4:32:09 PM GMT
-  Document emailed to Kraig Lofquist (klofquist@esucc.org) for signature
2023-05-24 - 4:32:09 PM GMT
-  Email viewed by Jourdan Lopez (jlopez@imperosoftware.com)
2023-05-24 - 4:33:21 PM GMT- IP address: 103.163.143.2
-  Document e-signed by Jourdan Lopez (jlopez@imperosoftware.com)
Signature Date: 2023-05-24 - 4:34:41 PM GMT - Time Source: server- IP address: 103.163.143.2
-  Email viewed by Kraig Lofquist (klofquist@esucc.org)
2023-05-26 - 1:25:27 PM GMT- IP address: 104.28.117.10
-  Document e-signed by Kraig Lofquist (klofquist@esucc.org)
Signature Date: 2023-05-26 - 1:27:03 PM GMT - Time Source: server- IP address: 103.29.226.250
-  Agreement completed.
2023-05-26 - 1:27:03 PM GMT

ADDENDUM TO 2022-2025 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND WeVideo, Inc

This Addendum is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and WeVideo, Inc ("Contractor") to the 2022-2025 Special Buy Agreement ("Agreement") signed by the Cooperative on December 20, 2022, and by the Contractor on December 19, 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:

WeVideo with Interactivity

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

WeVideo with Interactivity - \$5.50

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. All other terms and conditions of the 2022-2025 Special Buy Agreement shall remain in full force and effect.

CONTRACTOR

By: Dave Lahey
Dave Lahey (Jul 19, 2023 14:38 PDT)

Name: Dave Lahey

Title: Chief Customer Officer

Date: Jul 19, 2023

COOPERATIVE

By: Kraig Lofquist
Kraig Lofquist (Jul 20, 2023 10:31 CDT)

Name: Kraig Lofquist

Title: Executive Director

Date: Jul 20, 2023












2023-07-18 WeVideo Addendum to ESUCC SB


Final Audit Report

2023-07-20


Created:	2023-07-19
By:	CRAIG PETERSON (craig.peterson@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7oUh0FJZx0JvsAJoi8bESKAO7cAMpUIk

"2023-07-18 WeVideo Addendum to ESUCC SB" History

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-  Document signing delegated to Alexandra Grimm (alexandra@weVideo.com) by barbara@wevideo.com
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-  Email viewed by David Lahey (dlahey@wevideo.com)
2023-07-19 - 9:23:06 PM GMT- IP address: 76.39.115.99
-  Signer David Lahey (dlahey@wevideo.com) entered name at signing as Dave Lahey
2023-07-19 - 9:38:15 PM GMT- IP address: 47.154.202.50
-  Document e-signed by Dave Lahey (dlahey@wevideo.com)
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 Document e-signed by Kraig Lofquist (klofquist@esucc.org)

Signature Date: 2023-07-20 - 3:31:27 PM GMT - Time Source: server- IP address: 205.202.253.253

 Agreement completed.

2023-07-20 - 3:31:27 PM GMT

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:

Item Id	Item Description	UOM	MSRP	Nebraska ESU Bid Price
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, 2024. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

CONTRACTOR

By: James Sawyer
James Sawyer (Jul 26, 2023 11:13 CDT)

Name: James Sawyer

Title: Director, Business Development

Date: Jul 26, 2023

COOPERATIVE

By: Kraig Lofquist
Kraig Lofquist (Jul 26, 2023 12:14 CDT)

Name: Kraig Lofquist

Title: Executive Director

Date: Jul 26, 2023












2023-07-24 Acco Extension to ESUCC SB

Final Audit Report

2023-07-26

Created:	2023-07-24
By:	CRAIG PETERSON (craig.peterson@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANK5BK6RYaF1pLB4NKjze7cdkSLZGqXyL

"2023-07-24 Acco Extension to ESUCC SB" History

-  Document created by CRAIG PETERSON (craig.peterson@esucc.org)
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-  Document emailed to directbid@acco.com for signature
2023-07-24 - 3:54:28 PM GMT
-  Email viewed by directbid@acco.com
2023-07-24 - 9:41:06 PM GMT- IP address: 73.75.146.118
-  Document signing delegated to jim.sawyer@acco.com by directbid@acco.com
2023-07-24 - 9:43:07 PM GMT- IP address: 73.75.146.118
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-  Email viewed by jim.sawyer@acco.com
2023-07-26 - 4:13:00 PM GMT- IP address: 73.22.181.15
-  Signer jim.sawyer@acco.com entered name at signing as James Sawyer
2023-07-26 - 4:13:37 PM GMT- IP address: 73.22.181.15
-  Document e-signed by James Sawyer (jim.sawyer@acco.com)
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-  Document emailed to Kraig Lofquist (klofquist@esucc.org) for signature
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✔ Agreement completed.

2023-07-26 - 5:14:14 PM GMT



2023-2026 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Newsela ("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.** The Parties acknowledge that the Prior Agreement and any Addendums is hereby replaced in its entirety by this Agreement. Pursuant to the Termination paragraph of the Prior Agreement, this Agreement shall be effective, and the Prior Agreement shall be terminated, upon the execution of this Agreement by the Parties. Upon such execution, all provisions of the Prior Agreement are hereby superseded in their entirety and replaced herein and shall have no further force or effect.
- 3. 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.

4. **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 quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
5. **Term.** This Agreement is effective on August 10, 2023 ("Effective Date") and shall continue until 12:00 midnight (CST) on July 31, 2026, unless terminated earlier as provided by this Agreement or by law.
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: 47-1882828
- 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 110th Street
LaVista, NE 68128

With copy to:

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

Contractor: Newsela Inc.
500 5th Ave, 28th Floor
New York, NY 10110

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. 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: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Kraig Lofquist
Title: Executive Director
Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

Newsela ELA
Newsela Social Studies
Newsela Science
Newsela Social Emotional Learning - Elementary
Newsela Social Emotional Learning - Middle School
Newsela Social Emotional Learning - High School
Newsela Essentials
PD Pass
Newsela Blended Learning Suite
Newsela LGBTQIA+ Collection

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

Product		Standard Pricing (per student)	Consortium Pricing (per student)		Minimum Product Value
Newsel ELA	<i>the greater of >></i>	\$12.00	\$10.00	or	\$1,500.00
Newsela Social Studies	<i>the greater of >></i>	\$7.00	\$5.75	or	\$1,000.00
Newsela Science	<i>the greater of >></i>	\$4.00	\$3.50	or	\$750.00
Newsela Social Emotional Learning - Elementary	<i>the greater of >></i>	\$3.00	\$2.50	or	\$750.00
Newsela Social Emotional Learning - Middle School					
Newsela Social Emotional Learning - High School					
Newsela Essentials	<i>the greater of >></i>	\$8.00	\$7.00	or	\$1,500
PD Pass	<i>the greater of >></i>	\$1.00	\$1.00	or	n/a
Newsela Blended Learning Suite	<i>the greater of >></i>	\$22.00	\$22.00	or	\$4,000
Newsela LGBTQIA+ Collection	<i>the greater of >></i>	\$2.00	\$2.00	or	\$750.00

Discounts.

(a) Newsela agrees to apply the discounts set forth in Exhibit B hereto on **“Qualifying Member Purchases.”**

(b) A “Qualifying Member Purchase” is defined as a Member’s

i. initial license and any renewal license(s) of Core Products and/or

ii. initial license and any renewal license(s) of Product Upgrades

But only if

(X) such Member’s license (initial or renewal) for access to the Products was executed after the Effective Date and

(Y) such transaction was generated as a result of the direct or indirect (marketing and promotion) contacts made by Consortium.

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

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: mark.gallo@newsela.com
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Mark Gallo
- b. Title: Business Development Manager
- c. Phone: 414-335-0352
- d. Email: mark.gallo@newsela.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
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Mark Gallo
Contact email address: mark.gallo@newsela.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 4th Street
Ainsworth, NE 69210

6. **Product Information URL:** <https://newsela.com/about/products/>

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

Agreement link here:

<https://drive.google.com/file/d/1nCv754Ca6LfsvuEctiYfkE3ZFOE6m-JF/view?usp=sharing>



2023-2026 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative"), and PPG Architectural Finishes, Inc. ("Contractor"). The Cooperative is an organization founded in 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts ("Members") of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between service units and their school districts and other serviceable entities. The Director manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. Nebraska ESUCC Cooperative Purchasing serves 17 ESUs that provide a statewide network of educational opportunities to approximately 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 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 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 first contract year of this Agreement unless agreed otherwise by the parties in writing. Thereafter, Contractor may change the prices charged for goods with thirty (30) days advance written notice to ESU; provided, that, the price for any goods may not increase by more than five percent (5%) during any given contract year.
- 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, allowances, returns, credits, bad debt, amounts not paid by Cooperative, ESUs, and Member or its painting contractors, as the case may be, to the Contractor on a timely basis in accordance with the terms and conditions of this Agreement, labor and sales taxes and/or similar taxes and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

- 4. Term.** This Agreement is effective on 10/21, 2023 (“Effective Date”) and shall continue until 12:00 midnight (CST) on 10/20, 2026, unless terminated earlier as provided by this Agreement or by law.
- 5. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
- 6. Termination.**
- A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the goods 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. Either party may terminate this Agreement, in whole or in part, by written notice to the other party and may regard the other party in default of this Agreement if such party 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.

7. Indemnification.

- A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all third party claims of injuries, death, damage to property, liabilities, judgments, reasonable costs and expenses which may otherwise accrue against Indemnities ("Claims") to the extent such Claims result from the proper use of Contractor's goods provided hereunder. Notwithstanding the foregoing, Contractor shall not be liable to the extent such Claims result from the negligent acts or omission of any of the Indemnities or any person acting in concert with them.
- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of reasonable attorneys and all reasonable costs and other expenses arising from its foregoing obligation.
- 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 to the extent it is obligated to do so hereunder.
- D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

8. Insurance. Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and
- B. If applicable, workers compensation coverage meeting all statutory requirements.

The Contractor shall furnish a certificate of insurance to the undersigned Cooperative representative prior to commencement of this Agreement. Failure to provide insurance as required in this agreement is a material breach of contract entitling the Cooperative to terminate this Agreement immediately.

- 9. Public Records.** The Contractor acknowledges that the Cooperative must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.
- 10. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
- 11. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESU, or Member property or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
- 12. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 13. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 14. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 15. Taxpayer Identification.** Contractor's federal employer identification number is: 25-1612585

- 16. Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
- 17. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC
Attn: Kraig Lofquist
6949 South 110th Street
LaVista, NE 68128

With copy to:

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

Contractor:

Attn: Peter Cobb
PPG Architectural Finishes, Inc.
One PPG Place
Pittsburgh, PA 15272

With Copy To:

Attn: Law Department
PPG Industries, Inc.
One PPG Place 39th Floor
Pittsburgh, PA 15272

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

- 18. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods. 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. Other than the warranty provided with the packaging on any of the goods sold hereunder, Contractor warrants only its title to the goods. THESE ARE THE ONLY REPRESENTATIONS OR WARRANTIES CONTRACTOR MAKES AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, UNDER STATUTE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE IN LAW, INCLUDING WITHOUT LIMITATION, ANY OTHER WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE DISCLAIMED BY CONTRACTOR. IN THE EVENT ANY GOOD FAILS TO CONFORM TO THE WARRANTIES HEREIN GIVEN, CONTRACTOR'S EXCLUSIVE OBLIGATION AND

MEMBER'S EXCLUSIVE REMEDY SHALL BE LIMITED TO, AT CONTRACTOR'S OPTION, REPLACEMENT OF THE NONCONFORMING PRODUCT AT CONTRACTOR'S EXPENSE, OR A REFUND OF THE PURCHASE PRICE ATTRIBUTABLE TO A SPECIFIC DELIVERY AS TO WHICH A CLAIM IS MADE AND TRANSPORTATION CHARGES THEREON.

- 19. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 20. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 21. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
- 22. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
- 23. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 24. Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED ELSEWHERE IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT ISSUED IN CONNECTION WITH THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR OR ANY OF ITS REPRESENTATIVES BE LIABLE TO MEMBERS, ESUS, THE COOPERATIVE OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSS OF PROFITS, BUSINESS OR GOODWILL ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCTS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER SELLER WAS ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, OR THE LEGAL OR EQUITABLE THEORY (CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE OF ANY KIND, STRICT LIABILITY, TORT, OR ANY OTHER THEORY) UPON WHICH THE CLAIM IS BASED. NOTWITHSTANDING ANYTHING CONTAINED ELSEWHERE IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT ISSUED IN CONNECTION WITH THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR OR ANY OF ITS REPRESENTATIVES BE LIABLE TO MEMBERS, ESUS, THE COOPERATIVE OR ANY THIRD PARTY WITH RESPECT TO GOODS SOLD OR PERFORMANCE UNDER THIS AGREEMENT DURING ANY CONTRACT YEAR FOR AN AMOUNT IN EXCESS OF 100% OF THE NET SALES (NET OF RETURNS, DEDUCTIONS, FREIGHT, ETC.) OF PRODUCTS UNDER THIS AGREEMENT DURING SUCH CONTRACT YEAR, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE OF ANY KIND, STRICT LIABILITY, TORT, OR ANY OTHER THEORY) UPON WHICH THE CLAIM IS BASED.

- 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 such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, pandemics, epidemic, 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. The parties agree that if Contractor, in Contractor's reasonable discretion, temporarily ceases manufacturing or supply of the goods as a result of the Covid-19 pandemic or any other circumstances of a similar nature, such action will be considered a force majeure occurrence pursuant to this Agreement. Contractor will provide notice to the Cooperative as soon as reasonably possible regarding any such interruption in supply.
- 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, which consent shall not be unreasonably withheld.
- 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 unless expressly stated herein. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy unless expressly stated herein.
- 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. 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: Peter Cobb

Title: National Sales Manager

Date: Aug 18, 2023

COOPERATIVE

By:  Kraig Lofquist (Aug 18, 2023 15:03 CDT)

Name: Kraig Lofquist

Title: Executive Director

Date: Aug 18, 2023

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

Contractor supplier of paints, paint supplies, stains, clears and adhesives.

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

PPG & ESUCC Paint Program - Product & Price List		
PPG PRODUCT CODE	PRODUCT DESCRIPTION	2023 - 2024 PRICING
109-10/01	PPG Hi-Hide Semi-Gloss Interior Paint White And Pastel Base 1 Gallon	\$31.12
109-10/05	PP HIHDE INT LTX S/G WPB 109-10 B500	\$150.37
109-20/01	PPG Hi-Hide Semi-Gloss Interior Paint Midtone Base 1 Gallon	\$31.12
109-20/05	PP HIHDE INT LTX S/G MTB 109-20 B500	\$150.37
109-30/01	PPG Hi-Hide Interior Latex Semi-Gloss Deep Tone Base Gallon 109-30/01	\$31.12
109-40/01	PPG Hi-Hide Interior Latex Semi-Gloss Ultra Deep Base Gallon 109-40/01	\$31.12
11-53/01	PPG Zoneline Exterior Traffic And Zone Marking Paint Flat White 1 Gallon	\$26.66
11-53/05	PPG Zoneline Traffic Marking Exterior Flat Paint In White 5 Gallon 11-53/05	\$108.67
11-54/01	PPG Zoneline Latex Traffic Mark Yellow 1 Gallon 11-54/01	\$27.92
11-54/05	PPG Zoneline Traffic Marking Exterior Flat Paint In Yellow 5 Gallon 11-54/05	\$102.17
11-55/01	PPG Zoneline Latex Traffic Mark M Blue 1 Gallon 11-55/01	\$27.92
11-56/01	PPG Zoneline Latex Traffic Mark Red 1 Gallon 11-56/01	\$38.74
12-110XI/01	PPG Speedhide Pro EV Zero Flat Interior Paint White And Pastel Base 1 Gallon	\$15.98
12-110XI/05	PPG Speedhide Pro Ev Int Latex Paint Flat 5g	\$66.38
12-120XI/01	PPG Speedhide Pro EV Zero Flat Interior Paint Midtone Base 1 Gallon	\$15.98
12-120XI/05	PP INT LTX FLT MTB 12-120XI B500	\$68.08
12-140XI/01	PPG Speedhide Pro EV Zero Flat Interior Paint Neutral Base 1 Gallon	\$15.98
12-140XI/05	PP INT LTX FLT NTB 12-140XI B500	\$68.08
12-310XI/01	PPG Speedhide Pro EV Zero Eggshell Interior Paint White And Pastel Base 1 Gallon	\$19.18
12-310XI/05	PPG Speedhide Pro Ev Latex Paint Eggshell 5g	\$74.38
12-320XI/01	PPG Speedhide Pro EV Zero Eggshell Interior Paint Midtone Base 1 Gallon	\$19.18

12-320XI/05	PP INT LTX EGG MTB 12-320XI B500	\$73.33
12-340XI/01	PPG Speedhide Pro EV Zero Eggshell Interior Paint Neutral Base 1 Gallon	\$19.18
12-340XI/05	PP INT LTX EGG NTB 12-340XI B500	\$73.33
12-510XI/01	PPG Speedhide Pro EV Zero Semi-Gloss Interior Paint White/Pastel Base 1 Gallon	\$19.98
12-510XI/05	PPG Speedhide Pro Ev Latex Paint Sgloss 5g	\$79.98
12-520XI/01	PPG Speedhide Pro EV Zero Semi-Gloss Interior Paint Midtone Base 1 Gallon	\$19.98
12-520XI/05	215001 LTX S/G MTB 12-520XI B500	\$79.53
12-540XI/01	PPG Speedhide Pro EV Zero Semi-Gloss Interior Paint Neutral Base 1 Gallon	\$19.98
12-540XI/05	PP INT LTX S/G NTB 12-540XI B500	\$79.53
12-900XI/01	PPG Speedhide Interior Latex Primer White 1 Gallon 12-900Xi/01	\$14.04
12-900XI/05	PPG Interior Latex Primer White 5 Gallon 12-900Xi/05	\$70.21
13-210/01	PPG Ultralast Interior Latex Matt 1 Gallon 13-210/01	\$50.14
13-210/05	PPG Ulast Interior Latex Matt 5 Gallon 13-210/05	\$230.97
13-220/01	PPG Ultralast Interior Latex Matt 1 Gallon 13-220/01	\$50.14
13-220/05	PPG Ultralast Interior Latex Matt Black 5 Gallon 13-220/05	\$230.97
13-240/01	PPG Ultralast Interior Latex Matt 1 Gallon 13-240/01	\$50.14
13-240/05	PPG Ultralast Interior Latex Mat Ultra Deep Base 5 Gallon 13-240/05	\$230.97
13-310/01	PPG Ultralast Interior Latex Eggshell 1 Gallon 13-310/01	\$50.14
13-310/05	PPG Ultralast Interior Latex Eggshell Paint With Primer 5 Gallon 13-310/05	\$239.45
13-320/01	PPG Ultralast Interior Latex Eggshell 1 Gallon 13-320/01	\$50.14
13-320/05	PPG Ultralast Interior Latex Eggshell Matt Black 5 Gallon 13-320/05	\$239.45
13-340/01	PPG Ultralast Interior Latex Eggshell 1 Gallon 13-340/01	\$50.14
13-340/05	PPG Ultralast Interior Latex Eggshell Ultra Deep Base 5 Gallon 13-340/05	\$239.45
13-510/01	PPG Ultralast Interior Latex Semi-Gloss 1 Gallon 13-510/01	\$56.60
13-510/05	PPG Ultralast Interior Latex Semi-Gloss Paint With Primer 5 Gallon 13-510/05	\$249.60
13-520/01	PPG Ultralast Interior Latex Semi-Gloss 1 Gallon 13-520/01	\$56.60
13-520/05	PPG Ultralast Interior Latex Semi-Gloss Matt Black 5 Gallon 13-520/05	\$249.60
13-540/01	PPG Ultralast Interior Latex Semi-Gloss 1 Gallon 13-540/01	\$56.60
13-540/05	PPG Ultralast Interior Latex Semi-Gloss Ultra Deep	\$249.60

	Base 5 Gallon 13-540/05	
16-310/01	PPG Pitt-Glaze Eggshell Interior Paint White And Pastel Base 1 Gallon	\$35.98
16-310/05	PZ P-GLAZE I WB EPXY EG W-PB 16-310 B500	\$148.26
16-340/01	PPG Pitt-Glaze Eggshell Interior Paint Neutral Base 1 Gallon	\$35.98
16-340/05	PZ P-GLAZE I WB EPXY EG NEU 16-340 B500	\$148.26
16-510/01	PPG Pitt-Glaze Semi-Gloss Interior Paint White And Pastel Base 1 Gallon	\$37.58
16-510/05	PZ P-GLAZE I WB EPOXY SG WPB 16-510 B500	\$154.46
16-540/01	PPG Pitt-Glaze Semi-Gloss Interior Paint Neutral Base 1 Gallon	\$37.58
16-540/05	PZ P-GLAZE I WB EPXY SG NEU 16-540 B500	\$154.46
17-902/01	PPG Seal Grip Permanizer Plus Flat Primer 1 Gallon	\$33.74
17-902/05	PZ SEAL G EXT PERMA PL LX 17-902 B500	\$138.39
17-921XI/05	Seal-grip Int/ext Universal Ps White 5g	\$138.98
17-922XI/01	PPG Seal Grip Gripper Primer Deeptone Base 1 Gallon	\$27.79
17-922XI/05	PP SEALG PRI DTB 17-922XI B500	\$138.98
17-931/01	PPG Seal Grip Intertior Exterior Synthetic Stain Killing Primer 1 Gallon	\$42.14
17-941NF/01	PPG Seal Grip Intertior Exterior Primer Flat White 1 Gallon 17-941Nf/01	\$35.07
17-941NF/05	PPG Seal Grip Interior/Exterior Primer White 5 Gallon 17-941Nf/05	\$175.33
17-951/01	PPG Seal Grip Interior Prime Flat Sheen 1 Gallon 17-951/01	\$28.00
17-951/05	PPG Seal Grip Interior Latex Primer White 5 Gallon 17-951/05	\$135.00
17-9517/01	PPG Seal Grip Interior Latex Wood Undercoat Flat Sheen 1 Gallon 17-9517/01	\$29.00
17-9517/05	PPG Seal Grip Interior Latex Wood Undercoat 5 Gallon 17-9517/05	\$129.00
17-9801/05	PPG Seal Grip Interior/Exterior Latex Flat 5 Gallon 17-9801/05	\$82.95
1900-0100/01	PPG Gripper Primer + Sealer Primer White 1 Gallon	\$25.58
1900-0100/05	PPG Gripper Int/ext Primer White 5g	\$117.60
2000-0100/05	PPG General Purpose Zero Primer White 5g	\$77.60
29-1310/01	PPG Copper Armor Int Eshell Paint B1 1g	\$35.98
29-1310/05	PPG Copper Armor Interior Eggshell B1 5g	\$175.20
29-1510/01	PPG Copper Armor Interior Semi-gloss B1 1g	\$35.98
29-1510/05	PPG Copper Armor Interior Semi-gloss B1 5g	\$175.20
3210-120XI/05	PPG Gripper Primer Acrylic Wht 5 Gallon 3210-120Xi/05	\$132.64

3-510/01	Floor Prch Acrylic Satin White B1 1g	\$25.58
3-510XI/01	PPG Floor And Porch Latex Satin Gloss White Base 1 Gallon 3-510Xi/01	\$29.90
3-510XI/05	PPG Floor And Porch Latex Satin 5 Gallon 3-510Xi/05	\$143.49
3-515XI/01	PPG Floor And Porch Latex Satin Gloss White Base 1 Gallon 3-515Xi/01	\$29.90
3-519XI/01	PPG Floor And Porch Latex Satin Gloss Gray 1 Gallon 3-519Xi/01	\$36.00
3-540XI/01	Floor Acrylic Satin Ultra Deep Base 1g	\$25.59
3-610/01	PPG Floor And Porch Interior/Exterior Water Borne White Gloss Gallon 3-610/01	\$48.74
3-617/01	PPG Floor And Porch Gloss Gray 1 Gallon 3-617/01	\$48.74
3-620/01	PPG Floor And Porch Gloss Water Borne White Midtone Base Gallon 3-620/01	\$48.74
369-10/01	PPG Hi-Hide Ceramic Matte Interior Paint White And Pastel Base 1 Gallon	\$30.36
369-10/05	PP HIHDE INT LTX MAT WPB 369-10 B500	\$146.07
369-20/01	PPG Hi-Hide Interior Latex Matt Satin Light Tone Base Gallon 369-20/01	\$30.36
369-20/05	PPG Hi-Hide Interior Latex Matt Black 5 Gallon 369-20/05	\$146.07
369-30/01	PPG Hi-Hide Interior Latex Matt Satin Ultra Deep B Gallon 369-30/01	\$30.36
369-40/01	PPG Hi-Hide Interior Latex Matt Satin 1 Gallon 369-40/01	\$30.36
37-183/05	PPG Barn And Fence Exterior Paint Flat Black 5 Gallon 37-183/05	\$80.43
37-710/05	PPG Barn And Fence Exterior Paint Flat Red 5 Gallon 37-710/05	\$86.94
37-762/05	PPG Barn And Fence Exterior Paint Flat White 5 Gallon 37-762/05	\$74.26
379-10/01	PPG Hi-Hide Satin Interior Paint White And Pastel Base 1 Gallon	\$30.07
379-10/05	PP HIHDE INT LTX SAT WPB 379-10 B500	\$145.12
379-20/01	PPG Hi-Hide Interior Latex Satin Light Tone Base Gallon 379-20/01	\$30.07
379-20/05	PPG Hi-Hide Interior Latex Sat Matt Black 5 Gallon 379-20/05	\$145.12
379-30/01	PPG Hi-Hide Interior Latex Satin Deep Tone Base Gallon 379-30/01	\$30.07
379-40/01	PPG Hi-Hide Interior Latex Satin 1 Gallon 379-40/01	\$30.07
389-10/01	PPG Hi-Hide Eggshell Interior Paint White And Pastel Base 1 Gallon	\$29.02
389-10/05	PP HIHDE INT LTX EGG WPB 389-10 B500	\$139.87
389-20/01	PPG Hi-Hide Interior Latex Eggshell Midtone Base Gallon 389-20/01	\$29.02
389-20/05	PPG Hi-Hide Interior Latex Midtone Base 5 Gallon 389-20/05	\$139.87

389-30/01	PPG Hi-Hide Interior Latex Eggshell Deeptone Base Gallon 389-30/01	\$29.02
389-30/05	PPG Hi-Hide Interior Latex Egg Deep Tone 5 Gallon 389-30/05	\$139.87
389-40/01	PPG Hi-Hide Interior Latex Eggshell Gallon 389-40/01	\$29.02
389-40/05	PPG Hi-Hide Interior Latex Egg Ultra Deep Base 5 Gallon 389-40/05	\$139.87
39-10/01	PPG Glyptex Satin Interior Paint White And Pastel Base 1 Gallon	\$46.20
39-10/05	PP GPTX INT ALK SAT WPB 39-10 B500	\$209.40
39-20/01	PPG Glyptex Satin Interior 1 Gallon 39-20/01	\$45.76
39-40/01	PPG Glyptex Satin Interior 1 Gallon 39-40/01	\$44.52
4020- 1000/05	Pitt Plus Flat Direct Metal Primer 5g	\$143.20
4-1000/01	PPG Perm-Crete Pitt-Flex Interior/Exterior 1 Gallon 4- 1000/01	\$41.79
4-1001/01	PPG Perm-Crete Pitt-Flex Interior/Exterior 1 Gallon 4- 1001/01	\$47.22
4-1002/01	PPG Perm-Crete Pitt-Flex Interior/Exterior 1 Gallon 4- 1002/01	\$44.12
4-1003/01	PPG Perm-Crete Pitt-Flex Interior/Exterior 1 Gallon 4- 1003/01	\$47.22
4-100XI/05	PPG Perma-Crete Concrete Block And Masonry Surfacer/Filler 5 Gallon 4-100Xi/05	\$119.55
4110XI/01	PPG Speedhide Zero Interior Flat Latex White And Pastel Base 1 Gallon	\$48.23
4-110XI/01	PPG Perma-Crete Elastomeric Coating Flat 1 Gallon 4- 110Xi/01	\$37.91
4-110XI/05	PPG Perma-Crete Interior/Exterior Elastomeric Coating 5 Gallon 4-110Xi/05	\$130.08
4124XI/01	PPG GLYPTEX Interior Alkyd Black 1 Gallon 4124Xi/01	\$48.23
4139-10/01	PPG Glyptex Gloss Interior/Exterior Paint White And Pastel Base 1 Gallon	\$44.15
4139-10/05	PP GPTX I/E ALK GLS WPB 4139-10 B500	\$220.67
4139-20/01	PPG GLYPTEX Interior Alkyd Mid Tone Base 1 Gallon 4139-20/01	\$44.15
4139-40/01	PPG GLYPTEX Interior Alkyd Ult Deep Base 1 Gallon 4139-40/01	\$44.15
4139-40/05	PPG Perma-Crete Interior/Exterior Alkyd Gloss Finish 5 Gallon 4139-40/05	\$220.67
4-140XI/05	PPG Perma-Crete Interior/Exterior Pitt-Flex Elastomeric Coating 5 Gallon	\$120.84
4160- 1000/05	MULTIPRIME PRMR WH 4160-1000 05 B500	\$219.12
4160- 6120/05	MULTIPRIME PRMR GRY 4160-6120 05 B500	\$219.12
4180- 1000/01	PPG Fast Dry Prime White 1 Gallon 4180-1000/01	\$49.00

4180-1000/05	PPG Fast Dry Primer White 5 Gallon 4180-1000/05	\$279.00
4180-6120/05	Fast Dry Prim Gray 4180-6120 1g	\$181.75
4180-9990/01	PPG Fast Dry Primer Black 1 Gallon	\$67.14
4180-9990/05	FAST DRY PRMR BLK 4180-9990 05 B500	\$300.00
4190-1000/01	PPG Fast Dry Primer White 1 Gallon	\$29.02
4190-1000/05	FAST DRY PRMR WH 4190-1000 05 B500	\$153.12
4190-6120/01	PPG Fast Dry Primer Gray 1 Gallon	\$29.02
4190-6120/05	FAST DRY PRMR LT GRY 4190-6120 05 B500	\$153.12
4190-6120/55	PPG Fast Dry Prmr Gry 4190-6120 55 C530	\$1,332.46
4190-7100/01	PPG Fast Dry Primer Red 1 Gallon 4190-7100/01	\$29.02
4190-7100/05	PPG Fast Dry Primer Red 5 Gallon 4190-7100/05	\$153.12
4216-9000L/05	PPG Pitt-Tech Plus Semi-Gloss 5 Gallon 4216-9000L/05	\$246.64
4-22XI/01	PPG Perma-Crete High Build Flat Paint White And Pastel Base 1 Gallon	\$24.03
4-22XI/05	PP PCRET EXT ACR FLT WPB 4-22XI B500	\$114.91
4-26XI/01	PPG Perma-Crete High Build Flat Interior/Exterior Paint Midtone Base 1 Gallon	\$24.03
4-26XI/05	PP PCRET EXT ACR FLT MTB 4-26XI B500	\$114.91
42-7XI/01	PPG Speedhide Interior Fire Retardant Flat 1 Gallon 42-7Xi/01	\$66.58
42-7XI/05	PPG Speedhide Interior Flat 5 Gallon 42-7Xi/05	\$332.76
4306-0110/01	PPG Hpc Rust Preventative Semi-Gloss Exterior Paint 1 Gallon	\$51.52
4306-0110/05	RUST PRVTVE SG WTB 4306-0110 05 B488	\$252.70
4306-0300/01	PPG HPC Rust Preventative Alkyd Semi-Gloss 1 Gallon 4306-0300/01	\$51.52
4306-0400/01	PPG HPC Rust Preventative Alkyd Semi-Gloss 1 Gallon 4306-0400/01	\$51.52
4306-0500/01	PPG Hpc Rust Preventative Semi-Gloss Exterior Paint Neutral Base 1 Gallon	\$51.52
4306-0500/05	RUST PRVTVE SG NTB 4306-0500 05 B441	\$252.70
4308-0100/01	PPG Hpc Industrial Alkyd Gloss Exterior Paint White Base -1 Gallon	\$51.52
4308-0100/05	Hpc Ind Alkyd Glss 4308 Wte Past Base 1g	\$176.33

4308-0100H/01	PPG Hpc Industrial Alkyd Gloss Exterior Paint White And Pastel Base 1 Gallon	\$61.60
4308-0100H/05	IND ALK LV GLS WH 4308-0100H 05 B488	\$286.00
4308-0200/01	PPG Hpc Industrial Alkyd Gloss Exterior Paint - 1 Gallon	\$51.52
4308-0200/05	IND ALK GLS PTB 4308-0200 05 B484	\$252.70
4308-0300/01	PPG Hpc Industrial Alkyd Gloss Exterior Paint 1 Gallon	\$51.52
4308-0300/05	IND ALK GLS ITB 4308-0300 05 B480	\$252.70
4308-0300H/01	PPG HPC Industrial Alkyd Lvoc Gloss Midtone Interior 1 Gallon 4308-0300H/01	\$61.60
4308-0300H/05	PPG Hpc Industrial Alkyd Lvoc Gloss 4308H - Midtone Tint Base	\$286.00
4308-0400/01	PPG Hpc Industrial Alkyd Gloss Exterior Paint Deeptone Base -1 Gallon	\$51.52
4308-0400/05	IND ALK GLS DTB 4308-0400 05 B472	\$252.70
4308-0400H/01	PPG Hpc Industrial Alkyd Gloss Exterior Paint Deeptone Base 1 Gallon	\$61.60
4308-0400H/05	IND ALK LV GLS DTB 4308-0400H 05 B469	\$286.00
4308-0900/01	PPG Hpc Industrial Alkyd Gloss Exterior Paint Neutral Base - 1 Gallon	\$51.52
4308-0900/05	IND ALK GLS NTB 4308-0900 05 B457	\$252.70
4308-0900H/01	PPG Hpc Industrial Alkyd Gloss Exterior Paint Neutral Base 1 Gallon	\$61.60
4308-0900H/05	IND ALK LV GLS NTB 4308-0900H 05 B457	\$286.00
4308-1000/01	PPG Hpc Industrial Alkyd Gloss Exterior Paint White Base 1 Gallon	\$51.52
4308-1000/05	IND ALKYD GLS HH WH 4308-1000 05 B500	\$252.70
4308-6110/01	PPG IND ALKYD GLS MACH GRY 4308-6110 01 B100	\$51.52
4308-6650/01	PPG IND ALKYD GLS MED GRN 4308-6650 01 B100	\$51.52
4308-7460/01	PPG IND ALKYD GLS ARCH BRN 4308-7460 01 B100	\$51.52
4308-8600/01	PPG IND ALKYD GLS M YELLOW 4308-8600 01 B100	\$51.52
4308-9000/01	PPG IND ALKYD GLS SFTY RED 4308-9000 01 B100	\$63.45
4308-9000H/01	PPG IND ALK LV GLS SF RED 4308-9000H 01 B100	\$61.60
4308-	PPG IND ALKYD GLS SFTY ORG 4308-9200 01 B100	\$63.45

9200/01		
4308-9200H/01	PPG IND ALK LV GLS SF ORG 4308-9200H 01 B100	\$61.60
4308-9400/01	PPG IND ALKYD GLS SFTY YEL 4308-9400 01 B100	\$63.45
4308-9400/05	IND ALKYD GLS SFTY YEL 4308-9400 05 B500	\$288.37
4308-9400H/01	PPG Hpc Industrial Alkyd Gloss Exterior Paint Safety Yellow 1 Gallon	\$61.60
4308-9400H/05	IND ALK LV GLS SF YEL 4308-9400H 05 B500	\$286.00
4308-9990/01	PPG IND ALKYD GLS BLACK 4308-9990 01 B100	\$51.52
4308-9990/05	IND ALKYD GLS BLACK 4308-9990 05 B500	\$252.70
4308-9990H/01	PPG IND ALK LV GLS BLACK 4308-9990H 01 B100	\$61.60
4308-9990H/05	IND ALK LV GLS BLACK 4308-9990H 05 B500	\$236.72
4309-0110/01	PPG RUST PRVTVE GLS WTB 4309-0110 01 A960	\$55.12
4309-0110/05	RUST PRVTVE GLS WTB 4309-0110 05 B488	\$275.63
4309-0300/01	PPG RUST PRVTVE GLS ITB 4309-0300 01 A953	\$55.12
4309-0400/01	PPG RUST PRVTVE GLS DTB 4309-0400 01 A930	\$55.12
4309-0400/05	RUST PRVTVE GLS DTB 4309-0400 05 B472	\$275.63
4309-0500/01	PPG RUST PRVTVE GLS NTB 4309-0500 01 A870	\$55.12
4309-0500/05	RUST PRVTVE GLS NTB 4309-0500 05 B441	\$275.63
4309-9000/01	PPG RUST PRVTVE GLS SF RED 4309-9000 01 B100	\$63.45
4309-9400/01	PPG RUST PRVTVE GLS SF YEL 4309-9400 01 B100	\$63.45
4309-9990/01	PPG RUST PRVTVE GLS BLK 4309-9990 01 B100	\$55.12
4318-0800/01	PPG FAST DRY GLS DTB 4318-0800 01 A937	\$53.18
4318-0900/01	PPG FAST DRY GLS NTB 4318-0900 01 A874	\$53.18
4318-0900/05	FAST DRY GLS NTB 4318-0900 05 B437	\$262.42
4318-1000/01	PPG FAST DRY GLS HH WH 4318-1000 01 B100	\$53.18
4318-1000/05	FAST DRY GLS HH WH 4318-1000 05 B500	\$262.42

4318-9000/01	PPG Fast Dry Gloss Safety Red 1 Gallon 4318-9000/01	\$65.77
4318-9200/01	PPG Fast Dry Gloss Safety Orange 1 Gallon 4318-9200/01	\$65.77
4318-9400/01	PPG Fast Dry Gloss Safety Yellow 1 Gallon 4318-9400/01	\$65.77
4318-9400/05	PPG Fast Dry Gls Sfty Yel 4318-9400 05 B500	\$328.83
4318-9990/01	PPG Fast Dry Gloss Black 1 Gallon 4318-9990/01	\$53.18
4360-1000/05	MULTIPRIME LVOC WH PRM 4360-1000 05 B488	\$240.24
4360-6120/05	MULTIPRIME LVOC GRY 4360-6120 05 B500	\$240.24
439-10/01	PPG Glyptex Semi-Gloss Interior Paint White And Pastel Base 1 Gallon	\$63.00
439-10/05	PP GPTX INT ALK S/G WPB 439-10 B500	\$240.00
439-20/01	PPG Glyptex Interior Alkyd Semi-Gloss Midtone Base 1 Gallon 439-20/01	\$46.80
439-40/01	PPG Glyptex Interior Alkyd Semi-Gloss Ultr Deep Base1 Gallon 439-40/01	\$45.92
4-40XI/01	PPG Perma-Crete Flat Interior/Exterior Paint Neutral Base 1 Gallon	\$24.97
4-40XI/05	PP PCRET EXT ACR FLT UDB 4-40XI B500	\$130.08
4-4210XI/01	PPG Perma-Crete Color Seal Satin Concrete Stain White And Pastel Base 1 Gallon	\$28.78
4-4210XI/05	Perma Color Seal Intext Con Wte B15g	\$135.20
4-422/05	PP PCRET EXT ACR SAT WPB 4-422 B500	\$128.68
4-4220XI/01	PPG Perma-Crete Color Seal Satin Concrete Stain Midtone Base 1 Gallon	\$28.78
4-4220XI/05	Perma Intext Con Stain Midtone Base 5g	\$135.20
4-4240XI/01	PPG Perma-Crete Color Seal Satin Concrete Stain Nuetral Base 1 Gallon	\$28.78
4-4240XI/05	Perma Color Seal Con Deep Base Latex 5g	\$135.20
4-426/05	PP PCRET EXT ACR SAT MTB 4-426 B500	\$128.68
4-440/05	PP PCRET EXT ACR SAT UDB 4-440 B500	\$128.68
4-50/05	PZ P-CRETE LTX TEXTURE REG 4-50 B500	\$87.53
4-503/05	PPG Pz P-Crete Lx Fl Primer 4-503 B500	\$93.29
4-60/05	PZ P-CRETE LTX TEXTURE MED 4-60 B500	\$145.56
4-603XI/01	PPG Perma-Crete Interior/Exterior Alkali Resistant Primer 275 Gallon	\$23.82
4-603XI/05	Perma Intext Alkali Res Prim Ft Wte 5g	\$119.14
4-6100/01	PPG Aqua-Pel Clear Water Repellent Sealant 1 Gallon 4-6100/01	\$155.19
4-6200XI/01	PPG Perma-Crete Plex-Seal WB Interior/Exterior Clear Sealer 1 Gallon 4-6200Xi/01	\$31.82
4-6200XI/05	PPG Pp Pcret Ccc Ltx Clr 4-6200Xi B500	\$159.05

4-65/05	PPG Pz Perma-Crete I/E Ltx Flt Ptb4-65 B500	\$109.47
4-70/05	PZ P-CRETE LX FL TEX COARSE 4-70 B500	\$103.23
47-104/05	PPG Pz M-Pro I Fl Hv Shell Wh 47-104 B500	\$48.79
47-110/01	PPG Multi-Pro Flat Interior Paint White And Pastel Base 1 Gallon	\$11.98
47-110/05	PPG Multi-pro Int Latex Paint Flat 5g	\$48.78
47-111/05	PPG Pz M-Pro I Lx Fl Hv Bone Wh 47-111 B500	\$48.79
47-1110/01	PPG Multi-Pro Interior Wall And Ceiling Paint 1 Gallon 47-1110/01	\$11.98
47-1110/05	PPG Pz M-Pro I Lx Fl Wh Hh Ba 47-1110 B500	\$48.79
47-128/05	PPG Pz M-Pro I Lx Fl Toast Alm 47-128 B500	\$48.79
47-184/05	PPG Pp Mltpr Int Pva Flt Awh 47-184 B500	\$48.79
47-3110/01	PPG Multi-Pro Eggshell Interior Paint White And Pastel Base 1 Gallon	\$13.58
47-3110/05	PPG Multi Interior Latex Paint Eggshell 5g	\$56.78
47-510/01	PPG Multi-Pro Semi-Gloss Interior Paint White Base 1 Gallon	\$15.18
47-510/05	PPG Multi-pro Int Latex Paint Semi Gloss 5g	\$64.78
47-584/05	PPG Pp Mltpr Int Pva S/G Awh 47-584 B500	\$76.18
4-808/01	PPG Perma-Crete Masonry Surface Sealer Clear 1 Gallon 4-808/01	\$19.18
4-808/05	PPG Pz P-Crete E Lx Clr Sealer 4-808 B500	\$89.60
4-809/05	Perma Int Ext Mason Surf Seal Wte Pig 5g	\$93.50
50-300/05	PPG Pz Spec Fld Mark Lx Br Wh 50-300 B500	\$49.62
50-310/05	PPG Pz Spec Fld Mark Lx Wh Pt 50-310 B500	\$49.58
50-340/05	PPG Pz Spec Fld Mark Lx Neu 50-340 B500	\$45.83
519-00/01	PPG Acry-Shield Max Flat Exterior Paint White Base 1 Gallon	\$32.54
519-00/05	PP ACRSH EXT LTX FLT WHT 519-00 B500	\$157.43
519-10/01	PPG ACRSH EXT LTX FLT WPB 519-10 B100	\$32.54
519-10/05	PP ACRSH EXT LTX FLT WPB 519-10 B500	\$157.43
519-20/01	PPG ACRSH EXT LTX FLT MTB 519-20 B100	\$32.54
519-20/05	PP ACRSH EXT LTX FLT MTB 519-20 B500	\$157.43
519-40/01	PPG ACRSH EXT LTX FLT UDB 519-40 B100	\$32.54
519-40/05	PP ACRSH EXT LTX FLT UDB 519-40 B500	\$157.43
589-00/01	PPG ACRSH EXT LTX EGG WHT 589-00 B100	\$33.59
589-10/01	PPG ACRSH EXT LTX EGG WPB 589-10 B100	\$33.59
589-10/05	PP ACRSH EXT LTX EGG WPB 589-10 B500	\$162.68
589-20/01	PPG ACRSH EXT LTX EGG MTB 589-20 B100	\$33.59
589-20/05	PP ACRSH EXT LTX EGG MTB 589-20 B500	\$162.68
589-40/01	PPG ACRSH EXT LTX EGG UDB 589-40 B100	\$33.59
589-40/05	PP ACRSH EXT LTX EGG UDB 589-40 B500	\$162.68
6-0010/01	PPG SHIDE INT LTX UFL WHT 6-0010 B100	\$17.58

6-0010/05	PP SHIDE INT LTX UFL WHT 6-0010 B500	\$79.98
6-0011/01	PPG Speedhide Flat Interior Paint White And Pastel Base - 1 Gallon	\$17.58
6-0011/05	PPG Speedhide Int Paint Ultra Flat White B1 5g	\$79.98
6001-1200G/05	PPG Pp Hydrosealr Ext Primer 6001-1200G B500	\$142.00
6-0030/01	PPG Speedhide Interior Latex 1 Gallon 6-0030/01	\$17.58
6-0030/05	PPG Pp Shide Int Ltx Ufl Mtb 6-0030 B500	\$79.98
6-0040/01	PPG Speedhide Interior Latex 1 Gallon 6-0040/01	\$17.58
6-0040/05	PPG Pp Shide Int Ltx Ufl Udb 6-0040 B500	\$79.98
6-0100/01	PPG Speedhide Interior Latex Ultra Flat 1 Gallon 6-0100/01	\$18.38
6-0100/05	PPG Pp Shide Int Ltx Ufl Hhw 6-0100 B500	\$103.46
6-0102/01	PPG Speedhide Interior Latex Ultra Flat 1 Gallon 6-0102/01	\$18.38
6-0102/05	PPG Pp Shide Int Ltx Ufl Awh 6-0102 B500	\$103.46
6-0122/01	PPG Speedhide Interior Latex Ultra Flat 1 Gallon 6-0122/01	\$18.38
6-0122/05	PPG Pp Shide Int Ltx Ufl Bwh 6-0122 B500	\$103.46
6-0999/01	PPG Speedhide Interior Latex Ultra Flat Blk 1 Gallon 6-0999/01	\$18.38
6-1/05	PPG Pz Shide Int Ltx Flt Hb Dwall 6-1 B500	\$70.06
6-1011/05	PPG Pp Shide Int Ltx Ufl Pwt 6-1011 B500	\$103.46
61-1110/01	PPG Performance Flat Interior Paint White And Pastel Base 1 Gallon	\$20.00
61-1110/05	PP PRFLT INT LTX FLT WPB 61-1110 B500	\$70.00
61-1155/05	PPG Pp Prflt Int Flt Antqwh 61-1155 B500	\$70.00
61-1179/05	PPG Pp Prflt Int Flt Comwht 61-1179 B500	\$70.00
6-14/01	Oil Stain Killing Interior Primer 1g	\$20.60
6-14/05	PZ S-HIDE INT ALK STN KILL PR 6-14 B500	\$131.40
6-1510XI/01	PPG Speedhide Interior/Exterior Semi-Gloss 1 Gallon 6-1510Xi/01	\$47.05
6-151XI/05	PPG Pz S-Hide Int Alk Eg Sptech 6-151Xi B500	\$117.73
6-151XI/55	PPG Pz S-Hide Int Alk Eg Sptech 6-151Xi C550	\$1,358.62
6-1520XI/01	PPG Speedhide Interior/Exterior Semi-Gloss 1 Gallon 6-1520Xi/01	\$44.41
6-1540XI/01	PPG Speedhide Interior/Exterior Semi-Gloss 1 Gallon 6-1540Xi/01	\$40.88
6-157/05	PPG Pz S-Hide In Fl Sptech Dfogwh 6-157 B500	\$111.58
6-157/55	PPG Pz S-Hide Int Fl Sptech Wh 6-157 C550	\$1,526.17
6-158/05	PPG Pz S-Hide Int Eg Sptech Wh 6-158 B500	\$117.73
6-159/05	PPG Pz S-Hide Int Fl Sptech Blck 6-159 B500	\$117.73
6-15XI/05	PPG Speedhide Int/ext Masonry Block Fill Wte 5g	\$76.78

6-160XI/05	PPG Pz S-Hide Int Alk Flt D Fog 6-160Xi B500	\$64.23
6-160XI/55	PPG Pz S-Hide Int Alk Flt D Fog 6-160Xi C550	\$867.24
6-1610XI/01	PPG Speedhide Interior/Exterior WB Alkyd 1 Gallon 6-1610Xi/01	\$47.05
6-161XI/05	PPG Pz S-Hide Int Alk Lwl D Fog 6-161Xi B500	\$97.99
6-161XI/55	PPG Pz S-Hide Int Al Lwl D Fog 6-161Xi C550	\$1,140.50
6-1620XI/01	PPG Speedhide Gloss Interior/Exterior 1 Gallon 6-1620Xi/01	\$44.41
6-1640XI/01	PPG Speedhide Gloss Interior/Exterior 1 Gallon 6-1640Xi/01	\$40.88
6-2/01	PPG Speedhide Primer 1 Gallon	\$16.00
6-2/05	Speed Int Latex Qck Dry Prim Seal Wte 5g	\$72.00
6-2110XI/01	PPG Speed-Hide Exterior Latex Satin 1 Gallon 6-2110Xi/01	\$24.78
6-2110XI/05	PPG Pz S-Hide Ext Lx Sat Ptb 6-2110Xi B500	\$96.00
6-2150XI/01	PPG Speed-Hide Latex Satin Exterior 1 Gallon 6-2150Xi/01	\$24.78
6-230/01	PPG Speed-Hide Interior/Exterior Aluminum Paint 1 Gallon 6-230/01	\$60.36
6-230/05	PPG Pz S-Hide I/E Alk GlS Alumin 6-230 B500	\$301.64
6-2300XI/01	PPG Speedhide Latex Satin Exterior 1 Gallon 6-2150Xi/01	\$24.78
6-3011/01	PPG Speedhide Interior/Exterior Aluminum Paint 1 Gallon 6-230/01	\$19.86
6-3011/05	PPG Pp Shide Int Ltx Llus Wpb 6-3011 B500	\$93.24
6-3102/01	PPG Speedhide Latex Satin 1 Gallon 6-2300Xi/01	\$19.67
6-3102/05	PPG Pp Shide Int Ltx Llus Awh 6-3102 B500	\$93.24
6-3511/01	PPG Speedhide Satin Interior Paint White And Pastel Base 1 Gallon	\$20.78
6-3511/05	PPG SpeedhideInt Latex Paint Satin Wte B1 5g	\$96.00
6-3515/01	PPG Speedhide Satin Interior Paint Midtone Base 1 Gallon	\$20.78
6-3515/05	PZ S-HIDE INT LX SAT MTB 6-3515 B500	\$89.18
6-3517/01	PPG Speedhide Interior Neutral Base 1 Gallon 6-3011/01	\$20.78
6-4/01	PPG Speedhide Max Primer 1 Gallon	\$17.20
6-4/05	PPG Speedhide Max Int Latex Primer Seal White 5g	\$88.00
6-411/01	PPG Speedhide Eggshell Interior Paint White And Pastel Base 1 Gallon	\$19.18
6-411/05	PPG Speedhide Int Latex Paint Eggshell Wte B1	\$88.00
6-4110XI/05	PPG S-Hide Zero I Lx Fl W P 6-4110Xi B500	\$104.00
6-4120XI/05	PPG S-Hide Zero I Lx Fl Mtb 6-4120Xi B500	\$104.00
6-4140XI/05	PPG S-Hide Zero I Lx Fl Neu 6-4140Xi B500	\$104.00
6-415/01	PPG Speedhide Eggshell Interior Paint Midtone Base 1 Gallon	\$19.18

6-415/05	PZ S-HIDE INT LX EGG MTB 6-415 B500	\$83.93
6-417/01	PPG Speedhide Interior Latex Eggshell Neutral Base 1 Gallon 6-3102/01	\$19.18
6-417/05	PPG Pz S-Hide Int Lx Egg Neu 6-417 B500	\$83.93
6-421/05	PPG Pz S-Hide Int Lx Egg Whpb 6-421 B500	\$109.88
6-4310XI/05	PPG S-Hide Zero I Lx Eg W P 6-4310Xi B500	\$108.00
6-4320XI/05	PZ S-HIDE ZERO I LX EG MTB 6-4320XI B500	\$108.00
6-4340XI/05	PZ S-HIDE ZERO I LX EG NEU 6-4340XI B500	\$108.00
6-4410XI/05	PPG S-Hide Zero I Lx Sa W P 6-4410Xi B100	\$112.00
6-4420XI/05	PZ S-HIDE ZERO I LX SA MTB 6-4420XI B500	\$112.00
6-4440XI/05	PZ S-HIDE ZERO I LX SA NEU 6-4440XI B500	\$112.00
6-45/01	PPG Speedhide Interior Latex Satin Neural Base 1 Gallon 6-3517/01	\$16.79
6-45/05	PPG Pz S-Hide Int Lx Flt Br Wh Ba 6-45 B500	\$78.68
6-4510XI/05	PPG S-Hide Zero I Lx Sg W P 6-4510Xi B500	\$116.00
6-4520XI/05	PZ S-HIDE ZERO INT LTX SGL 6-4520XI B500	\$116.00
6-4540XI/05	PZ S-HIDE ZERO I LX SG NEU 6-4540XI B500	\$116.00
649-00/01	PPG Speedhide Interior Latex Eggshell Neutral 1 Gallon 6-417/01	\$35.69
649-00/05	PPG Pp Acrsh Ext Ltx S/G Wht 649-00 B500	\$173.18
6-4900XI/01	PPG Speedhide Zero Primer 1 Gallon	\$16.78
6-4900XI/05	PPG Pz S-Hide Zero I Lx Seal W6-4900Xi B500	\$77.60
649-10/01	PPG Acri-Shield Max Semi-Gloss Exterior Paint White And Pastel Base 1 Gallon	\$35.69
649-10/05	PP ACRSH EXT LTX S/G WPB 649-10 B500	\$173.18
649-20/01	PPG Acri-Shield Max Semi-Gloss Exterior Paint Midtone Base 1 Gallon	\$35.69
649-20/05	PP ACRSH EXT LTX S/G MTB 649-20 B500	\$173.18
649-40/01	PPG Acri-Shield Max Semi-Gloss Exterior Paint 1 Gallon	\$35.69
649-40/05	PP ACRSH EXT LTX S/G UDB 649-40 B500	\$173.18
6-500/01	PPG Speedhide Semi-Gloss Interior Paint White And Pastel Base 1 Gallon	\$21.58
6-500/05	PPG Speedhide Int Latex Paint Sgloss White B1	\$100.00
6-507XI/05	PPG Pp Shide Bkfl Ltx S/G Wht 6-507Xi B500	\$64.50
6-5110/01	PPG Speedhide Zero Flat Interior Paint White And Pastel Base 1 Gallon	\$21.58
6-5110/05	PP SPHDZ INT LTX FLT WPB 6-5110 B500	\$104.00
6-5120/01	PPG Speedhide Zero Flat Interior Paint Midtone Base 1 Gallon	\$21.58
6-5120/05	PP SPHDZ INT LTX FLT MTB 6-5120 B500	\$104.00
6-5140/01	PPG Speedhide Zero Flat Interior Paint 1 Gallon	\$21.58
6-5140/05	PP SPHDZ INT LTX FLT UDB 6-5140 B500	\$104.00
6-515/01	PPG Speedhide Semi-Gloss Interior Latex Paint 1	\$21.58

	Gallon 6-45/01	
6-515/05	PPG Pz S-Hide Int Lx Sgl Mtb 6-515 B500	\$94.43
6-517/01	PPG Acrsh Exterior Latex Semi-Gloss White 1 Gallon 649-00/01	\$21.58
6-517/05	PPG Pz S-Hide Int Lx Sgl Neu 6-517 B500	\$94.43
6-5310/01	PPG Speedhide Zero Eggshell Interior Paint White And Pastel Base 1 Gallon	\$22.88
6-5310/05	PP SPHDZ INT LTX EGG WPB 6-5310 B500	\$108.00
6-5320/01	PPG Speedhide Zero Eggshell Interior Paint Midtone Base 1 Gallon	\$21.58
6-5320/05	PP SPHDZ INT LTX EGG MTB 6-5320 B500	\$108.00
6-5340/01	PPG Speedhide Zero Eggshell Interior Paint 1 Gallon	\$21.58
6-5340/05	PP SPHDZ INT LTX EGG UDB 6-5340 B500	\$108.00
6-5410/01	PPG Speedhide Zero Satin Interior Paint White And Pastel Base 1 Gallon	\$22.38
6-5410/05	PP SPHDZ INT LTX SAT WPB 6-5410 B500	\$112.00
6-5420/01	PPG Speedhide Zero Satin Interior Paint Midtone Base 1 Gallon	\$22.38
6-5420/05	PP SPHDZ INT LTX SAT MTB 6-5420 B500	\$112.00
6-5440/01	PPG Speedhide Zero Satin Interior Paint 1 Gallon	\$22.38
6-5440/05	PP SPHDZ INT LTX SAT UDB 6-5440 B500	\$112.00
6-5510/01	PPG Speedhide Zero Semi-Gloss Interior Paint White And Pastel Base 1 Gallon	\$23.88
6-5510/05	PP SPHDZ INT LTX S/G WPB 6-5510 B500	\$116.00
6-5520/01	PPG Speedhide Zero Semi-Gloss Interior Paint Midtone Base 1 Gallon	\$23.18
6-5520/05	PP SPHDZ INT LTX S/G MTB 6-5520 B500	\$116.00
6-5540/01	PPG Speedhide Zero Semi-Gloss Interior Paint 1 Gallon	\$23.18
6-5540/05	PP SPHDZ INT LTX S/G UDB 6-5540 B500	\$116.00
6-650XI/01	PPG Speedhide Interior Latex Flat Pastel 1 Gallon 6-515/01	\$21.58
6-650XI/05	PPG Pz S-Hide Ext Lx Flt Ptb 6-650Xi B500	\$88.00
6-651XI/01	PPG Speedhide Interior Latex Mid Speed 1 Gallon 6-517/01	\$21.58
6-651XI/05	PPG Pz S-Hide Ext Lx Flt Mtb 6-651Xi B500	\$88.00
6-653XI/01	PPG Speedhide Exterior Latex Flat DP Rust 1 Gallon 6-650Xi/01	\$21.58
6-653XI/05	PPG Pz S-Hide Ext Lx Flt Dp Ru 6-653Xi B500	\$88.00
6-7/01	PPG Speedhide Block Filler Primer 1 Gallon	\$10.25
6-7/05	PPG Speedhide Int/Ext Block Filler 5G	\$51.24
6-70/01	PPG Speedhide Flat Interior Paint White And Pastel Base 1 Gallon	\$16.79
6-70/05	PZ S-HIDE INT LX FLT WHPB 6-70 B500	\$78.68
6-723XI/05	PPG Pz S-Hide Int Lx Fl Fog Blk 6-723Xi B500	\$68.08

6-724XI/05	PPG Pz S-Hide Int Ltx Egg Ptb 6-724Xi B500	\$60.14
6-724XI/55	PPG Pz S-Hide Int Lx Egg Dfog W 6-724Xi C550	\$823.26
6-725XI/05	PPG Pz S-Hide Int Lx Fl D Fog W 6-725Xi B500	\$58.44
6-725XI/55	PPG Pz S-Hide I Lx Fl D Fog Wh 6-725Xi C550	\$685.54
6-726XI/05	PPG Pz S-Hide I Lx Fl D Fog Neu 6-726Xi B500	\$82.24
6-727XI/05	PPG Pp Shide Dfog Ltx S/G Wpb 6-727Xi B500	\$66.66
6-727XI/55	PPG Pp Shide Dfog Ltx S/G Wpb 6-727Xi C550	\$886.34
679-10/01	PPG Speedhide Exterior Latex Flat 1 Gallon 6-651Xi/01	\$27.97
679-10/05	PPG Pp Hihde Int Ltx Ufl Wpb 679-10 B500	\$134.62
679-20/01	PPG Speedhide Exterior Latex Flat DP Rust 1 Gallon 6-653Xi/01	\$27.97
679-40/01	PPG Hi-Hide Interior Latex Flat 1 Gallon 679-40/01	\$27.97
6-85/01	PPG Speedhide Interior Latex Flat Midtone Base 1 Gallon 6-85/01	\$16.79
6-85/05	PPG Pz S-Hide Int Lx Flt Mtb 6-85 B500	\$78.68
6-8534/01	PPG Speedhide Interior/Exterior Latex White And Pastel Base 1 Gallon 6-8534/01	\$25.75
6-8534/05	PPG Pz S-Hide I/E Lx GlS Whpb 6-8534 B500	\$122.85
6-87/01	PPG Speedhide Interior Latex Flat Neutral Base 1 Gallon 6-87/01	\$16.79
6-87/05	PPG Pz S-Hide Int Lx Flt Ntrlb 6-87 B500	\$78.68
689-10/01	PPG Hi-Hide Interior Latex White Pastel Base 1 Gallon 689-10/01	\$27.97
689-10/05	PPG Pp Hihde Int Ltx Flt Wpb 689-10 B500	\$134.62
689-20/01	PPG Hi-Hide Interior Latex Mid Tone Base 1 Gallon 689-20/01	\$27.97
689-20/05	PPG Pp Hihde Int Ltx Flt Mtb 689-20 B500	\$134.62
689-30/01	PPG Hi-Hide Interior Latex Deep Tone Base 1 Gallon 689-30/01	\$27.97
689-30/05	PPG Pp Hihde Int Ltx Flt Dtb 689-30 B500	\$134.62
689-40/01	PPG Hi-Hide Interior Latex Ultra Deep Base 1 Gallon 689-40/01	\$27.97
6-901XI/01	PPG Speedhide Exterior Latex Semi-Gloss Pastel MIXing Base 1 Gallon 6-901Xi/01	\$25.58
6-901XI/05	PPG Pz S-Hide Ext Lx Sgl Ptb 6-901Xi B500	\$104.00
6-902XI/01	PPG Speedhide Exterior Latex Semi-Gloss Midtone Base 1 Gallon 6-902Xi/01	\$25.58
6-904XI/01	PPG Speedhide Exterior Latex Semi-Gloss Deep Rust 1 Gallon 6-904Xi/01	\$25.58
6-904XI/05	PPG Pz S-Hide Ext Lx Sgl Dp Ru 6-904Xi B500	\$104.00
6-91/05	PPG Pp Shide Int Ltx Ufl Hwb 6-91 B500	\$79.98
6-92/01	PPG Speedhide Interior Latex 1 Gallon 6-92/01	\$17.58
6-92/05	PPG Pp Shide Int Ltx Ufl Hbw 6-92 B500	\$79.98
6-93/05	PPG Pp Shide Int Ltx Ufl Haw 6-93 B500	\$79.98
72-110XI/01	PPG Sun Proof Flat Exterior Paint White And Pastel	\$26.82

	Base 1 Gallon	
72-110XI/05	PP SPROO EXT ACR FLT WPB 72-110XI B500	\$128.82
72-150XI/01	PPG Sun Proof Flat Exterior Paint Midtone Base 1 Gallon	\$26.82
72-150XI/05	PP SPROO EXT ACR FLT MTB 72-150XI B500	\$128.82
72-300XI/01	PPG Sun Proof Flat Exterior Paint 1 Gallon	\$26.82
72-300XI/05	PP SPROO EXT ACR FLT UDB 72-300XI B500	\$128.82
72-351XI/01	PPG Sun Proof Exterior Latex Flat Black 1 Gallon 72-351Xi/01	\$26.82
72-45XI/01	PPG Sun Proof Flat Exterior Paint White Base 1 Gallon	\$26.82
72-45XI/05	PP SPROO EXT ACR FLT WHT 72-45XI B500	\$128.82
7-374/05	PPG 7-Ln I/E Sg Mtl Fin Wht/Pstl Tnt 05 B484	\$257.61
739-00/01	PPG Acri-Shield Max Satin Exterior Paint White Base 1 Gallon	\$34.64
739-00/05	PP ACRSH EXT LTX SAT WHT 739-00 B500	\$167.93
739-10/01	PPG Acri-Shield Max Satin Exterior Paint White And Pastel Base 1 Gallon	\$34.64
739-10/05	PP ACRSH EXT LTX SAT WPB 739-10 B500	\$167.93
739-20/01	PPG Acri-Shield Max Satin Exterior Paint Midtone Base 1 Gallon	\$34.64
739-20/05	PP ACRSH EXT LTX SAT MTB 739-20 B500	\$167.93
739-40/01	PPG Acri-Shield Max Satin Exterior Paint 1 Gallon	\$34.64
739-40/05	PP ACRSH EXT LTX SAT UDB 739-40 B500	\$167.93
749-10/01	PPG Permanizer Exterior Latex Semi-Gloss 1 Gallon 749-10/01	\$44.78
749-10/05	PPG Pp Pmnzr Ext Ltx S/G Wpb 749-10 B500	\$210.40
749-20/01	PPG P Permanizer Exterior Latex Semi-Gloss 1 Gallon 749-20/01	\$44.78
749-40/01	PPG Permanizer Exterior Latex Semi-Gloss 1 Gallon 749-40/01	\$44.78
759-10/01	PPG Permanizer Exterior Latex Flat 1 Gallon 759-10/01	\$41.58
759-10/05	PPG Pp Pmnzr Ext Ltx Flt Wpb 759-10 B500	\$192.80
759-20/01	PPG Permanizer Exterior Latex Flat 1 Gallon 759-20/01	\$41.58
759-40/01	PPG Permanizer Exterior Latex Flat 1 Gallon 759-40/01	\$41.58
76-110XI/01	PPG Sun Proof Satin Exterior Paint White And Pastel Base 1 Gallon	\$28.06
76-110XI/05	PP SPROO EXT ACR SAT WPB 76-110XI B500	\$134.55
76-1500XI/01	PPG Sun Proof Satin Exterior Paint Midtone Base 1 Gallon	\$28.06
76-1500XI/05	PP SPRF EXT LTX SAT MTB 76-1500XI B500	\$134.55
76-151XI/01	PPG Sun Proof Exterior Acrylic Satin Black 1 Gallon 76-151Xi/01	\$28.06

76-3000XI/01	PPG Sun Proof Satin Exterior Paint 1 Gallon	\$28.06
76-3000XI/05	PP SPRF EXT LTX SAT UDB 76-3000XI B500	\$134.55
76-45XI/01	PPG Sun Proof Satin Exterior Paint White Base 1 Gallon	\$28.06
76-45XI/05	PP SPROO EXT ACR SAT WHT 76-45XI B500	\$134.55
769-10/01	PPG Permanizer Exterior Latex Satin 1 Gallon 769-10/01	\$43.18
769-10/05	PPG Pp Pmnzr Ext Ltx Sat Wpb 769-10 B500	\$201.60
769-20/01	PPG Permanizer Exterior Latex Satin 1 Gallon 769-20/01	\$43.18
769-40/01	PPG Permanizer Exterior Latex Satin 1 Gallon 769-40/01	\$43.18
7-801/01	PPG 7-Line Industrial Closs Oil Paint Interior/Exterior Red 1 Gallon	\$129.00
7-803/01	PPG 7-Line Industrial Closs Oil Paint Interior/Exterior Blue 1 Gallon	\$63.24
7-804/01	PPG 7-Line Industrial Closs Oil Paint Interior/Exterior Soft Green 1 Gallon	\$63.24
7-805/01	PPG 7-Line Industrial Closs Oil Paint Interior/Exterior Orange 1 Gallon	\$68.25
7-806/01	PPG 7-Line Industrial Closs Oil Paint Interior/Exterior Vista Green 1 Gallon	\$63.24
7-808/01	PPG 7-Line Industrial Closs Oil Paint Interior/Exterior Yellow 1 Gallon	\$63.24
7-808/05	PPG 7-Ln Indstrl I-E/Glos Sft Yellow 05 B500	\$316.18
7-809/05	7-LN INDSTR L I-E/GLOS BLACK 05 B500	\$224.40
7-814/05	7-LN INDSTR L I-E/GLOS PASTEL TNT 05 B484	\$250.80
7-815/05	7-LN INDSTR L I-E/GLOS MID-TONE 05 B460	\$250.80
7-816/05	7-LN INDSTR L I-E/GLOS DEEP-TONE 05 B460	\$250.80
7-817/05	7-LN INDSTR L I-E/GLOS DP-RUSTIC 05 B460	\$250.80
7-824/01	PPG 7-Line Industrial Paint Interior Lo-Shen White/Pastel 1 Gallon	\$57.53
78-300XI/01	PPG Sun Proof Semi-Gloss Exterior Paint 1 Gallon	\$29.20
78-300XI/05	PP SPROO EXT ACR S/G UDB 78-300XI B500	\$140.27
7-844/01	PPG 7-Line Industrial Paint Interior Semi-Gloss White/Pastel 1 Gallon	\$56.98
7-845/01	PPG 7-Line Industrial Paint Interior Semi-Gloss Mid-Tone 1 Gallon	\$54.26
78-45XI/01	PPG Sun Proof Semi-Gloss Exterior Paint White Base 1 Gallon	\$29.20
78-45XI/05	PP SPROO EXT ACR S/G WHT 78-45XI B500	\$140.27
7-846/01	PPG 7-Line Industrial Paint Interior Semi-Gloss Deep-Tone 1 Gallon	\$54.26
7-852/01	PPG 7-Line MetalCase Rust Inhibitive Steel Primer Flat White 1 Gallon	\$59.33

7-852/05	7-LN IND METAL PRMR I-E/FLAT WHT 05 B500	\$296.70
7-858/01	PPG 7-Line MetalCase Rust Inhibitive Steel Primer Flat Red 1 Gallon	\$59.33
78-811XI/01	PPG Sun Proof Semi-Gloss Exterior Paint White And Pastel Base 1 Gallon	\$29.20
78-811XI/05	PP SPROO EXT ACR S/G WPB 78-811XI B500	\$140.27
78-815XI/01	PPG Sun Proof Semi-Gloss Exterior Paint Midtone Base 1 Gallon	\$29.20
78-815XI/05	PP SPROO EXT ACR S/G MTB 78-815XI B500	\$140.27
78-851XI/01	PPG Sun Proof Exterior Acrylic Semi-Gloss Black 1 Gallon 78-851Xi/01	\$29.20
90-1510/01	PPG Pitt-Tech Plus EP DTM Grade Gloss White Base 1 Gallon 90-1510/01	\$43.98
90-1510/05	PPG Pitt-Tech Plus Ep Dtm Gls Wh/Psl 05 B484	\$197.12
90-1520/01	PPG Pitt-Tech Plus EP DTM Grade Gloss Midtone Base 1 Gallon 90-1520/01	\$43.98
90-1520/05	PPG Pitt-Tech Plus Ep Dtm Gls Midtne 05 B453	\$197.12
90-1540/01	PPG Pitt-Tech Plus EP DTM Grade Gloss Nutral Base 1 Gallon 90-1540/01	\$43.98
90-1540/05	PPG Pitt-Tech Plus Ep Dtm Gls Nutrl 05 B445	\$197.12
90-1553/01	PPG Pitt-Tech Plus EP DTM Grade Gloss Black 1 Gallon 90-1553/01	\$52.78
90-1553/05	PPG Pitt-Tech Plus Ep Dtm Gls Black 05 B500	\$236.72
90-1560/01	PPG Pitt-Tech Plus EP DTM Grade Gloss Red Bas 1 Gallon 90-1560/01	\$52.78
90-1580/01	PPG Pitt-Tech Plus EP DTM Grade Gloss Yellow Bas 1 Gallon 90-1580/01	\$52.78
90-1610/01	PPG Pitt-Tech Plus Semi-Gloss Paint White And Pastel Base 1 Gallon	\$44.00
90-1610/05	PITT-TECH PLUS EP DTM SG WH/PSTL 05 B484	\$202.40
90-1620/01	PPG Pitt-Tech Plus Semi-Gloss Interior/Exterior Paint Midtone Base 1 Gallon	\$52.80
90-1620/05	PITT-TECH PLUS EP DTM SG MIDTNE 05 B453	\$260.48
90-1640/01	PPG Pitt-Tech Plus Semi-Gloss Interior/Exterior Paint Neutral Base 1 Gallon	\$44.00
90-1640/05	PITT-TECH PLUS EP DTM SG NEUTRAL 05 B445	\$197.12
90-1653/01	PPG Pitt-Tech Plus EP DTM Grade Semi-Gloss Black 1 Gallon 90-1653/01	\$55.42
90-1660/01	PPG Pitt-Tech Plus EP DTM Grade Semi-Gloss Red Base 1 Gallon 90-1660/01	\$55.42
90-1680/01	PPG Pitt-Tech Plus EP DTM Grade Semi-Gloss Yellow Bas 1 Gallon 90-1680/01	\$55.42
90-1710/01	PPG Pitt-Tech Plus Satin Interior/Exterior Paint White And Pastel Base 1 Gallon	\$44.00
90-1710/05	PITT-TECH PLUS EP DTM SN WH/PSTL 05 B484	\$193.60
90-1720/01	PPG Pitt-Tech Plus Satin Interior/Exterior Paint Midtone Base 1 Gallon	\$44.00

90-1720/05	PITT-TECH PLUS EP DTM SN MIDTNE 05 B453	\$193.60
90-1740/01	PPG Pitt-Tech Plus Satin Interior/Exterior Paint Neutral Base 1 Gallon	\$44.00
90-1740/05	PITT-TECH PLUS EP DTM SN NEUTRAL 05 B445	\$193.60
90-1753/01	PPG Pitt-Tech Plus EP DTM Grade Satin Black 1 Gallon 90-1753/01	\$54.91
90-1753/05	PPG Pitt-Tech Plus Ep Dtm Sn Black 05 B500	\$237.60
90-306/05	PPG Pitt-Tech I-E/Gloss Safety Red 05 B500	\$407.03
90-310/01	PPG Pitt-Tech Interior-Exterior Exterior Gloss Safety Blue 1 Gallon 90-310/01	\$60.65
90-311/01	PPG Pitt-Tech Interior-Exterior Exterior Gloss Safety Green 1 Gallon 90-311/01	\$60.65
90-330/01	PPG Pitt-Tech Interior-Exterior Exterior Gloss Sfty Yellow 1 Gallon 90-330/01	\$60.65
90-330/05	PPG Pitt-Tech I-E/Gloss Sfty Yellow 05 B500	\$282.13
90-353/01	PPG Pitt-Tech Interior-Exterior Exterior Gloss Enamel Black 1 Gallon 90-353/01	\$42.71
90-374/01	PPG Pitt-Tech Interior-Exterior Gloss White/Pastel 1 Gallon- 90-374/01	\$42.71
90-374/05	PITT-TECH I-E/GLOSS WHITE/PASTEL 05 B484	\$205.70
90-375/01	PPG Pitt-Tech Interior-Exterior Gloss Midtone 1 Gallon- 90-375/01	\$42.71
90-375/05	PITT-TECH I-E/GLOS MID-TONE TINT 05 B461	\$205.70
90-376/01	PPG Pitt-Tech I-E/Glos Deeptone Tinterior 1 Gallon- 90-376/01	\$42.71
90-376/05	PITT-TECH I-E/GLOS DEEPTONE TINT 05 B461	\$205.70
90-377/01	PPG Pitt-Tech Interior-Exterior Gloss Deep-Rustic 1 Gallon- 90-377/01	\$42.71
90-377/05	PITT-TECH I-E/GLOSS DEEP-RUSTIC 05 B461	\$205.70
90-406/01	PPG Pitt-Tech Interior/Exterior Satin Safety Red 1 Gallon 90-406/01	\$63.28
90-430/01	PPG Pitt-Tech Interior/Exterior Satin Safety Yellow 1 Gallon 90-430/01	\$63.28
90-475/05	PITT-TECH I-E/SN MID-TONE TINT 05 B461	\$205.70
90-477/01	PPG Pitt-Tech Interior/Exterior Satin Deep-Rustic 1 Gallon 90-477/01	\$42.71
90-712/01	PPG Pitt-Tech Interior-Exterior Flat White Primer 1 Gallon- 90-712/01	\$39.56
90-712/05	PITT-TECH I-E/FLAT WHITE PRIMER 05 B500	\$189.87
90-810/05	PPG Pitt-Tech Edf Dryfog-Neutrl Tin 05 B445	\$201.78
90-811/05	PPG Pitt-Tech Edf Dryfog-White Tint 05 B484	\$201.78
90-812/05	PPG Pitt-Tech Edf Dryfog-Porc White 05 B500	\$201.78
909-10/05	PP AD900 I/E ACR GLS WPB 909-10 B500	\$176.80
90-912/01	PPG Pitt-Tech Plus Flat White Premium 1 Gallon- 90-912/01	\$33.91
90-912/05	PITT-TECH PLUS I-E/FLT WHITE PRM 05 B500	\$163.84

909-20/01	PPG Advantage 900 Interior/Exterior Acrylic Gloss 1 Gallon 909-20/01	\$36.54
909-40/01	PPG Advantage 900 Interior/Exterior Acrylic Gloss 1 Gallon 909-40/01	\$36.54
9-100/01	PPG Pure Performance Interior Latex Flat Pure White 1 Gallon- 9-100/01	\$29.39
9-100/05	PZ PURE P INT LX FLT PUR WH 9-100 B500	\$141.69
9-110XI/01	PPG Pure Performance Interior Latex Flat 1 Gallon- 9-110Xi/01	\$29.39
9-110XI/05	PP PRPRF INT LTX FLT WPB 9-110XI B500	\$141.69
9-120/01	PPG Pure Performance Interior Latex Flat 1 Gallon 9-120/01	\$29.39
9-140/01	PPG Pure Performance Interior Latex Flat 1 Gallon 9-140/01	\$29.39
919-10/05	PP AD900 I/E ACR S/G WPB 919-10 B500	\$172.00
920/05	920 Maint Field Marking Paint Flat White 5g	\$30.38
9-300XI/01	PPG Pure Performance Interior Latex Eggshell Pure White 1 Gallon- 9-300Xi/01	\$30.44
9-300XI/05	PZ PURE P INT LX EGG PUR WH 9-300XI B500	\$146.94
9-310XI/01	PPG Pure Performance Interior Latex Eggshell Semi Gloss 1 Gallon- 9-310Xi/01	\$30.44
9-310XI/05	PP PRPRF INT LTX EGG WPB 9-310XI B500	\$146.94
9-320/01	PPG Pure Performance Interior Latex Flat Eggshell 1 Gallon- 9-320/01	\$30.44
9-320/05	PZ PURE P INT LX EGG MTB9-320 B500	\$146.94
9-340/01	PPG PURE P INT LX EGG UDB 9-340 B100	\$30.44
9-500/01	PPG PURE P INT LX SGL PUR WH 9-500 B100	\$31.77
9-500/05	PZ PURE P INT LX SGL PUR WH 9-500 B500	\$153.13
9-510XI/01	PPG Pure Performance Interior Latex Semi Gloss 1 Gallon- 9-510Xi/01	\$31.77
9-510XI/05	PP PRPRF INT LTX S/G WPB 9-510XI B500	\$153.13
9-520/01	PPG Pure Performance Interior Latex Semi Gloss Eggshell 1 Gallon- 9-520/01	\$31.77
9-520/05	PZ PURE P INT LX SGL MTB 9-520 B500	\$153.13
9-540/01	PPG Pure Performance Interior Latex Semi-Gloss 1 Gallon 9-540/01	\$31.77
95-8000/01	PPG Pitthane Ultra Urethane Enamel High-Gloss White 1 Gallon- 95-8000/01	\$73.65
95-8000/05	PITTHANE ULTRA NEUTRAL TINT-A 05 B346	\$361.23
95-8001/01	PPG Pitthane Ultra 95-8001/01 Urethane Enamel High-Gloss White 1 Gallon	\$73.65
95-8001/05	PITTHANE ULTRA WHITE TINT-A 05 B386	\$361.23
95-8002/01	PPG Pitthane Ultra Yellow Interior 1 Gallon 95-8002/01	\$87.91
95-8003/01	PPG Pitthane Ultra Red Interior 1 Gallon 95-8003/01	\$87.91
95-801/01	PPG Pitthane Ultra Safety Red 1 Gallon 1 Gallon 95-	\$87.91

	801/01	
95-802/01	PPG Pitthane Ultra Safety Yellow 1 Gallon 95-802/01	\$87.91
95-805/01	PPG Pitthane Ultra Safety Orange 1 Gallon 1 Gallon 95-805/01	\$87.91
95-812/01	PPG Pitthane Ultra High Gloss White 1 Gallon 95- 812/01	\$73.65
95-812/05	PPG Pitthane Ultra Porcln White-A 05 B417	\$361.23
95-814/01	PPG Pitthane Ultra Black 1 Gallon 95-814/01	\$73.65
95-819/01	PPG Pitthane Ultra Urethane Enamel Gloss 1 Gallon 95-819/01	\$166.40
95-819/04	PPG Pitthane Ultra Component B 04 A167	\$49.23
9585/05	PP CEIL LTX FLT WHT 9585 B500	\$69.70
95-9000/05	FAST DRY 35 ENML NEUTRAL TINT 05 B430	\$308.00
95-9012/05	FAST DRY 35 ENML WHITE TINT 05 B468	\$308.00
95-913/05	FAST DRY 35 ENML BLACK 05 B500	\$312.40
ENNX0008	PPG Ennis Flint Traffic Paint Water-based Fast Dry Black 5G	\$159.99
ENNX0011	PPG Ennis Flint Traffic Paint Water-based Fast Dry Green 5G	\$159.99
ENNX5175	PPG Ennis Flint Traffic Paint Water-based Fast Dry Yellow 5G	\$159.99
ENNX5176	PPG Ennis Flint Traffic Paint Water-based Fast Dry White 5G	\$159.99
ENNX5181	PPG Ennis Flint Traffic Paint Water-based Fast Dry Red 5G	\$159.99
ENNX5182	PPG Ennis Flint Traffic Paint Water-based Fast Dry Blue 5G	\$159.99
V50-410/01	PPG Breakthrough INT/EXT Satin Paint White B1 1g	\$42.38
V50-420/01	PPG Break Interior/Exterior 250 Satin-Gloss Mjdtone Base 1 Gallon V50-420/01	\$62.11
V50-430/01	PPG Break Interior/Exterior 250 Deep Tone Base 1 Gallon V50-430/01	\$59.15
V50-440/01	PPG Break Interior/Exterior 250 Ultra Deep Base 1 Gallon V50-440/01	\$59.15
V50-90/01	PPG Break Interior/Exterior 250 Satin Black 1 Gallon V50-90/01	\$70.00
V50-V/01	PPG Break Interior/Exterior 250 Satin Clear 1 Gallon V50-V/01	\$70.00
V52-410/01	PPG Break-Through Interior/Exterior Satin Trim And Cabinet Paint 1 Gallon	\$40.78
V52-420/01	PPG Break-Through Low VOC Interior/Ext Door Trim And Cabinet Paint V52-420/01	\$40.78
V52-440/01	PPG Break-Through Low VOC Interior/Ext Door Trim And Cabinet Paint V52-440/01	\$40.78
V62-510/01	PPG Break-Through Interior/Exterior Semi-Gloss 1 Gallon V62-510/01	\$42.38
V62-520/01	PPG Break-Through Low VOC Interior/Ext Door Trim	\$42.38

	And Cabinet Paint V62-520/01	
V62-540/01	PPG Break-Through Low VOC Interior/Ext Door Trim And Cabinet Paint V62-540/01	\$42.38
V70-46/01	PPG Break-Through Interior/Exterior 250 Gloss Safety Yellow 1 Gallon V70-46/01	\$99.00
V70-5/01	PPG Break-Through Interior/Exterior 250 Gloss Safety Red 1 Gallon V70-5/01	\$99.00
V70-610/01	PPG Breakthrough INT/EXT Gloss Paint White B1 1g	\$43.98
V70-620/01	PPG Break-Through Interior/Exterior 250 Gloss Midtone Base 1 Gallon V70-620/01	\$70.56
V70-630/01	PPG Break-Through Interior/Exterior 250 Gloss Deep Tone Base 1 Gallon V70-630/01	\$62.11
V70-640/01	PPG Break-Through Interior/Exterior 250 Gloss Ultra Deep Base 1 Gallon	\$59.15
V70-9/01	PPG Break-Through Interior/Exterior 250 Gloss Black 1 Gallon V70-9/01	\$70.00
V70-V/01	PPG Break-Through Interior/Exterior 250 Gloss Clear 1 Gallon V70-V/01	\$70.00
VAN70-043/01	PPG Break-Through Interior/Exterior Stanford Silver 1 Gallon VAN70-043/01	\$67.60

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods 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 Products:

- A. The Contractor shall deliver any goods in accordance with the schedule set forth in any RFP, the time specified in an accepted purchase order issued by the Cooperative, ESU, or Member, or this Agreement (whichever is later).
- B. Members shall have ten (10) days from the date of receipt of the goods to provide the Contractor with written notification of acceptance or rejection due to nonconforming goods or the goods shall otherwise be deemed accepted.
- C. 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 delivered to the Member, ESU, or Cooperative.

- B. Insurance during shipment and until the goods are delivered to 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. If "Yes", Order receipt method: Email: cXML:
 - i. If "Email" address to deliver orders to: ppgcorporateaccts@ppg.com
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name):
Contact email address:
Contact Phone:
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Joe Falasco
- b. Title: Sr. Corporate Account Manager
- c. Phone: 517-581-8060
- d. Email: joe.falasco@ppg.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
- 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 4th Street
Ainsworth, NE 69210

6. Product Information URL: ppgpaints.com










2023-08-15 PPG Paint - ESUCC Special Buy - CLEAN

Final Audit Report

2023-08-18

Created:	2023-08-18
By:	CRAIG PETERSON (craig.peterson@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEaAh-pSInv87IWDHPJRkRyjH21VeEZ8V

"2023-08-15 PPG Paint - ESUCC Special Buy - CLEAN" History

-  Document created by CRAIG PETERSON (craig.peterson@esucc.org)
2023-08-18 - 6:15:25 PM GMT- IP address: 162.127.11.100
-  Document emailed to pcobb@ppg.com for signature
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2023-08-18 - 7:42:30 PM GMT- IP address: 165.225.58.89
-  Signer pcobb@ppg.com entered name at signing as Pete Cobb
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-  Document e-signed by Pete Cobb (pcobb@ppg.com)
Signature Date: 2023-08-18 - 7:43:41 PM GMT - Time Source: server- IP address: 165.225.58.89
-  Document emailed to Kraig Lofquist (klofquist@esucc.org) for signature
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-  Email viewed by Kraig Lofquist (klofquist@esucc.org)
2023-08-18 - 8:02:26 PM GMT- IP address: 174.198.70.10
-  Document e-signed by Kraig Lofquist (klofquist@esucc.org)
Signature Date: 2023-08-18 - 8:03:14 PM GMT - Time Source: server- IP address: 174.198.70.10
-  Agreement completed.
2023-08-18 - 8:03:14 PM GMT



2023-2026 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative"), and HD Supply, Inc. ("Contractor"). The Cooperative is an organization founded in 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts ("Members") of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between service units and their school districts and other serviceable entities. The Director manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. Nebraska ESUCC Cooperative Purchasing serves 17 ESUs that provide a statewide network of educational opportunities to approximately 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 quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on September 1, 2023 ("Effective Date") and shall continue until 12:00 midnight (CST) on August 31, 2026, 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: **75-2007383**.
- 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 110th Street
LaVista, NE 68128

With copy to:

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

Contractor: **HD Supply, Inc. dba HD Supply Facilities Maintenance, Ltd.**
701 San Marco Blvd.
Jacksonville, FL 32207

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. 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: Ran Garver
Title: Director of Compliance
Date: August 17, 2023

COOPERATIVE

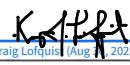
By: 
Name: Kraig Lofquist
Title: Executive Director
Date: Aug 30, 2023

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

HD SUPPLY, a wholly owned subsidiary of **THE HOME DEPOT**, is a leading wholesale distribution company serving customers and their communities across the Multifamily, Institutional, Hospitality, Trades, Government Housing, Healthcare, Building Services and Education industries through an expansive network of over 100 distribution centers across the U.S. & Canada.

We offer customers a vast assortment of over 100,000 MRO, full-line janitorial and OS&E products from high-quality, national and private brands, all at competitive prices. Combined with our industry-leading services and solutions – including localized jobsite delivery, renovation programs, direct-ship options and innovative digital tools and capabilities, as well as dedicated sales and customer care teams – you can see why our more than 250,000 customers continue to trust HD Supply as their supplier of choice for serving their communities where people live, learn, work and play.

In addition to a full spectrum of facility maintenance products, ranging from janitorial and cleaning supplies to plumbing, electrical, HVAC, and more, our facility maintenance experts leverage proprietary programs to provide tailored solutions that address the unique and changing needs of our customers.

HD Supply will provide discounted pricing to ESUCC, Nebraska Schools, and other ESUCC members in the following categories:

- Floor Care Products for Industrial Use
- Brooms & Brushes
- Can Liners
- Cleaning Chemicals
- Chemical Proportioning Systems
- Facility Maintenance Products
- Floor & Carpet Care
- Floor Maintenance Equipment
- Floor Pads, Sponges & Abrasives
- Material Handling Products
- Matting
- Mopping Products
- Odor Control Products
- Paper Products
- Personal Care & Safety Products
- Skin Care Products
- Waste Receptacle Products
- Wiper Products
- Cost Analysis Software
- Lighting Products
- Air Filters & Accessories
- Additional Services

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>> On the current HD Supply/ESU pricing structure, we have an up to 15% off list pricing on all Cleaning and Janitorial items and 5% off on all MRO.

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

<<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: john.clark@hdsupply.com
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: John Clark
- b. Title: Regional Sales Manager
- c. Phone: 402.906.5308
- d. Email: john.clark@hdsupply.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
- b. Vendor contact information for sales report questions:
Contact (First, Last name): John Clark
Contact email address: john.clark@hdsupply.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 4th Street
Ainsworth, NE 69210

6. Product Information URL: _____

2023-08-30 HD Supply Special Buy Agreement

Final Audit Report

2023-08-30

Created:	2023-08-30
By:	CRAIG PETERSON (craig.peterson@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfCUUaRh7_8-VWnrMJBG2HJMa-P7t9iih

"2023-08-30 HD Supply Special Buy Agreement" History

-  Document created by CRAIG PETERSON (craig.peterson@esucc.org)
2023-08-30 - 1:44:18 PM GMT- IP address: 162.127.11.104
-  Document emailed to Kraig Lofquist (klofquist@esucc.org) for signature
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-  Email viewed by Kraig Lofquist (klofquist@esucc.org)
2023-08-30 - 2:07:57 PM GMT- IP address: 167.248.95.186
-  Document e-signed by Kraig Lofquist (klofquist@esucc.org)
Signature Date: 2023-08-30 - 2:08:09 PM GMT - Time Source: server- IP address: 167.248.95.186
-  Agreement completed.
2023-08-30 - 2:08:09 PM GMT



2023-2026 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Cloud9World Corp. ("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 quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

Commented [AE1]: See email regarding potential changes

4. **Term.** This Agreement is effective on August 15, 2023 (“Effective Date”) and shall continue until 12:00 midnight (CST) on August 14, 2026, 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 ~~\$11,000,000 per person and \$15,000,000 per occurrence; and~~

Commented [AE2]: Cloud9World would like to change this to \$1 Million

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:
27-356592

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 110th Street
LaVista, NE 68128

With copy to:

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

Contractor: Cloud9World Corp
50 Shore Drive W
Miami, FL. 33133
Att: Andrea Nachtigall

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. 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
Exhibit E - ESUCC Rebate Schedule

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

CONTRACTOR

By: _____
Name: Andrea Nachtigall
Title: CEO
Date: August 16th, 2023

COOPERATIVE

By: _____
Name: Kraig Lofquist
Title: Executive Director
Date: _____

RESELLER

By: _____
Name: Aaron Eusterwiemann
Title: President / CEO
Date: August 16th, 2023

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

Cloud9World is an Integrated Character Education and Wellness Solution

Cloud9World is a research-based PK-12th grade integrated Character Education and Wellness Solution that focuses on resiliency empowerment strategies for children and teens.

Move your School Toward Academic Wellness

Lead Your Students to Academic Achievement through Character Education. Academics aren't learned and applied in a vacuum. Lead your students to greater academic performance by teaching the whole child. Character education and social skill development increase academic performance, desired behaviors, awareness and management of self and others, and overall student well-being.

Cloud9World's integrated spiral curriculum engages students with character strength development from PK to 12th grade without repetition, making it an exciting journey for all students throughout their school years.

Cloud9World uses literacy to teach social-emotional learning competencies through an understanding of self and others. The understanding and development of one's character provides children with tangible tools and behaviors that empower them to develop socially, emotionally, and academically. Cloud9World is a specialized platform that allows your district to add and manage the necessary tools and products to help students with their social and emotional learning needs. Please note all materials and resources are available in Spanish.

The combination of this solution and products is critical to the success of today's students. For the past 15 years, Cloud9World has led in social and emotional learning in the US and across Latin America. In 14 countries impacting millions of children, Cloud9 is having an incredible impact on students, staff, families and communities.

Educational Design Solutions (Reseller)

- Kansas-based company, headquartered in Walton KS
- Established in 2003 devoted to student and teacher success
- Our team has over 177 years of classroom experience in the K-12 system
- Our team consults on schools needs and implements individualized Professional Development
- Our classroom experience allows our team to train at a peer-to-peer level

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

8/14/23		ESUCC									
Cloud9World Pricing				Building Enrollment Pricing							
		1 - 200 Students		201 - 450 Students		451+ Students		Districts over 10,000 Students or Buildings over 1,250 Students			
		ESUCC Member Rate		ESUCC Member Rate		ESUCC Member Rate		District Over 10,000	ESUCC Member Rate		
Emotions by Kiwi		1 - 200 Students		201 - 450 Students		451+ Students					
Prek-1st	Prek-1st + Mental Health	\$ 849	\$ 823.53	\$ 1,299	\$ 1,260.03	\$ 1,599	\$ 1,551.03	\$ 5.00	\$ 4.85		
	Kiwi Kits - Per Kit	\$ 425	\$ 412.25	\$ 425	\$ 412.25	\$ 425	\$ 412.25	\$ 425	\$ 412.25		
Elementary		1 - 200 Students		201 - 450 Students		451+ Students					
K-5th	SEL - Elementary Solutions + Mental Health (K-5th)	\$ 2,899	\$ 2,812.03	\$ 3,199	\$ 3,103.03	\$ 3,499	\$ 3,394.03	\$ 5.00	\$ 4.85		
Middle School (Grades 6-8)		1 - 100 Students		101 - 250 Students		250+ Students					
Middle School	SEL - Middle School Solution	\$ 2,899	\$ 2,812.03	\$ 3,199	\$ 3,103.03	\$ 3,499	\$ 3,394.03	\$ 5.00	\$ 4.85		
Middle School	Mental & Emotional Health	\$ 999	\$ 969.03	\$ 1,499	\$ 1,454.03	\$ 1,999	\$ 1,939.03	included			
High School (Grades 9-12)		1 - 125 Students		126 - 300 Students		301+ Students					
High School	SEL - High School Solution	\$ 2,899	\$ 2,812.03	\$ 3,199	\$ 3,103.03	\$ 3,499	\$ 3,394.03	\$ 5.00	\$ 4.85		
High School	Mental & Emotional Health	\$ 999	\$ 969.03	\$ 1,499	\$ 1,454.03	\$ 1,999	\$ 1,939.03	included			
Additional Add-On Programs (don't duplicate core program from above)											
C9W Integration	Clever Integration Fee - for each building	\$300 per year	\$ 291.00	\$300 per year	\$ 291.00	\$300 per year	\$ 291.00	\$300 per year	\$ 291.00		
Classroom Innovations	Cost per building	\$ 3,500	\$ 3,395.00	\$ 3,500	\$ 3,395.00	\$ 3,500	\$ 3,395.00	\$ 3,500	\$ 3,395.00		
Family Connections	Prek - 4th, cost per building	\$ 3,500	\$ 3,395.00	\$ 3,500	\$ 3,395.00	\$ 3,500	\$ 3,395.00	\$ 1	\$ 0.97		
Notes:											
A building is defined if there is a Nebraska Dept of Ed Building number											
Enrollment is typically defined by Sept 30th enrollment count											
Multi-Year Discount applied to product purchased in 1st year of agreement											
Multi-Building Type Discount. (Discount only applies to the SEL & Wellness Programs)											
KIWI Digital Program, Kiwi Kits, Classroom Innovations, Family Connections, Integrations are excluded from discount				2 SEL Products	3 SEL Products						
I.E. Purchase EL & Middle - 20% Discount, EL, Mid, High - 30% (District Wide Program)				20.0%	30.0%						
Discount does not activate with just multiple elementary buildings, needs to be multiple types (EL, MS, HS)											
Multi-Year Discount											
KIWI kits & Integrations are excluded from discount				3 Years	5 Years						
				5.0%	8.0%						

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. If "Yes", Order receipt method: Email: cXML:
 - i. If "Email" address to deliver orders to: info@educationaldesignsolutions.com
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Stacy Longacre
- b. Title: Account Manager - Educational Design Solutions
- c. Phone: 402-504-0568
- d. Email: slongacre@educationaldesignsolution.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
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Gail Lanier
Contact email address: glanier@educationaldesignsolutions.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 4th Street
Ainsworth, NE 69210

6. **Product Information URL:** www.cloud9world.com

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

**Service Level Agreement (SLA)
for *ESUCC*
by
Cloud9World**

Effective Date: 1-01-2023

Document Owner:	Cloud9World
------------------------	-------------

Version

Version	Date	Description	Author
1.0	1-1-2022	Service Level Agreement	Trevor Nunez
1.1	1-1-2023	Service Level Agreement Revised	Trevor Nunez

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
Cloud9World	Service Provider		
ESUCC	Customer		

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1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between *Cloud9World*. and ESUCC for the provisioning of services required to support and sustain the Cloud9World Cloud Platform.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide service support and delivery to the Customer(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for service provision between the Service Provider(s) and Customer(s).

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Service Provider(s): Cloud9World. (“Provider”)

Customer(s): ESUCC (“Customer”)

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Cloud9World

Review Period: Yearly (12 months)

Previous Review Date: 01-01-2023

Next Review Date: 01-1-2024

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. Service Scope

The following Services are covered by this Agreement;

- Manned telephone support
- Monitored email support
- Remote assistance through chat
- Scheduled Zoom meetings for troubleshooting and guidance

5.2. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service-related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

5.3. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support : 9:00 A.M. to 6:00 P.M. Monday – Friday
- Email and chat support: Monitored 9:00 A.M. to 6:00 P.M. Monday – Friday

6.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-2 hours (during business hours) for issues classified as **High** priority.
- Within 24 hours for issues classified as **Medium** priority.
- Within 1 working days for issues classified as **Low** priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

EXHIBIT "E"

Rebate Schedule

Cloud9World is offering ESUCC an annual rebate based on sales volume.

- Rebate is based on Net Sales (After all discounts)
- Rebate is based on 12-month sales – Jan 1st thru Dec 31st
- Rebate is paid by Feb 15th, following year. i.e., the initial rebate will be paid by Feb 15th, 2024.

ESUCC Tiered Rebate		Rebate
	\$1 - \$500,000	1.50%
	\$500,001 - \$750,000	2.25%
	\$750,001 - \$1,000,000	3.00%
	\$1,000,000 +	4.00%
Rebates go back to Dollar 1. Integration fees are excluded from rebates.		



2023-2026 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative"), and [REDACTED] ("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 quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on September 11, 2023 ("Effective Date") and shall continue until 12:00 midnight (CST) on September 10, 2026, 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: [REDACTED].
- 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 110th Street
LaVista, NE 68128

With copy to:

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

Contractor: [REDACTED]
[REDACTED]
[REDACTED]

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. 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: _____

Title: _____

Date: _____

COOPERATIVE

By: _____

Name: Kraig Lofquist

Title: Executive Director

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within 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

<<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: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: _____
- b. Title: _____
- c. Phone: _____
- d. Email: _____

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at 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 4th Street
Ainsworth, NE 69210

6. Product Information URL: _____



2023-2026 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Curipod AS ("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 quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

4. **Term.** This Agreement is effective on July 20, 2023 (“Effective Date”) and shall continue until 12:00 midnight (CST) on July 19, 2026, 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.
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- 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: TIN: 98-1717725

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 110th Street
LaVista, NE 68128

With copy to:

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

Contractor: Curipod AS, Gaustadalléen 21, 0349 Oslo, Norway

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. 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: 
Name: Eirik Hernes Berre
Title: COO
Date: 08-30-2023

By: _____
Name: Kraig Lofquist
Title: Executive Director
Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

AI powered instructional platform.

Detailed scope included in the license agreement.

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

School site license

School enrollment	Price
<300	\$2 000
300-600	\$4 000
>600	\$6 000

District site license

- District (enrollment 601-2 499) \$7 000/year
- District (enrollment 2 500-4 999) \$10 000 /year
- District (enrollment 5 000-9 999) \$16 000 /year
- District (enrollment 10 000-19 999) \$22 000 /year
- District (enrollment 20 000 - 35 000) \$35 000 /year.
- District (enrollment > 35 000) \$60 000 /year

2. Payment Terms/ Payment Schedule

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

3. Acceptance of Services or Products:

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, 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

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: yes No:
- b. If "Yes", Order receipt method: Email: email cXML:
 - i. If "Email" address to deliver orders to: eirik@curipod.com
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name):
Contact email address:
Contact Phone:
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Eirik Hernes, Berre
- b. Title: COO
- c. Phone: +47 41232929
- d. Email: eirik@curipod.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
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Eirik Hernes, Berre
Contact email address: eirik@curipod.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 4th Street
Ainsworth, NE 69210

6. **Product Information URL:** curipod.com

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

License Agreement

This license agreement («**License Agreement**») is entered between:

- (1) Curipod AS, Organization number: 923 641 645 («**Licensor**»), and
- (2) _____ («**Licensee**»)

Licensor and Licensee are together referred to as the «**Parties**» or separately as «**Party**».

1. Background

- 1.1. Licensor has developed an online learning platform called Curipod («**Curipod**»).
- 1.2. Licensee wants to use Curipod in their education offering.
- 1.3. Under the terms set forth in this License Agreement, Licensee is granted a license to use Curipod in its business.

2. License

- 2.1 Licensor gives Licensee a limited and non-exclusive use license under the terms set forth in this License Agreement («**The License**»).
- 2.2. Licensee's right to use Curipod under this agreement is limited to educational purposes.
- 2.3. Licensee has no right to use Curipod for other purposes than mentioned above.
- 2.4. Licensee cannot give away, sell, lease or in other ways transfer their License to third parties.
- 2.5. Licensor reserves the right to further develop and improve Curipod based on their sole discretion during the term of this agreement.

3. Intellectual property rights

- 3.1 Licensor keeps the ownership and all rights to Curipod. The Licensor does not give the Licensee any immaterial rights, including but not limited to, technology, methods, copyright, brand, source code, design in Curipod. This is valid also when improvement, development or changes are done in cooperation with Licensee, or based on suggestions, recommendations or tips from Licensee.
- 3.2. Licensee shall when the License Agreement ceases, return all data, documentation and other material that Licensee has received from the Licensor in connection with this License Agreement.

4. Licensee's duties and responsibilities

4.1 Licensee shall:

- 4.1.1. not cause or permit anything that may infringe the Licensor's intellectual property rights or contribute to or allow others to do so;
- 4.1.2. give Licensor notice of any infringement or suspected infringement of Licensor's intellectual property rights, including but not limited to unlicensed use. Notice shall be given as soon as Licensee becomes aware of or suspects such infringement;
- 4.1.3. not use or apply to get registered the licensor's intellectual property rights without the prior written consent of Licensor, including, but not limited to, trademarks, trade secrets, designs, websites, company names, or domain names that include, are similar to, or may be confused with, all or part of Licensor's intellectual property rights.

4.2. Clause 4.1 also applies after the expiry of the License Agreement.

4.3. Licensee is obliged to notify Licensor immediately when Licensee becomes aware of errors in the Platform.

4.4. Licensee is responsible for all activities performed by their employees, consultants, users, mentors, administrators and others who are granted access to the platform.

5. Licensor's duties

5.1. Curipod is provided "as is" and without any form of warranty, whether express or implied, including but not limited to, any implied warranties of fitness for a

particular use or results that may be obtained. All risks associated with using Curipod are with Licensee.

- 5.2. The licensor is under no circumstances responsible for any damage or loss of any kind arising out of, or in connection with the use of Curipod.
- 5.3. The Licensee will have access to receive technical support from the Licensor regarding Curipod.
- 5.4. The Licensor shall commence assistance within 2 business day after having received a request on normal business days between 08:00 a.m. until 04:00 p.m. CET (“Business Hours”). Support is not manned on Saturdays, Sundays.

6. Data Privacy

- 6.1 All personal data entered into Curipod by Licensee, its users or others for which Licensee is responsible after 4.4 is Licensee's property and subject to Licensee's responsibility.

7. License Fee

- 7.1. The first year, the Licensee shall pay Licensor a license fee of \$___ excl. VAT for a 12 months site license
- 7.2. The license fee must be paid in full within 40 business days of receiving the invoice.
- 7.3. The license fee shall be paid as a wire transfer to Curipod AS US bank account.

8. Breach of the License Agreement

- 8.1. The party wishing to plead that the License Agreement has been in breach must notify the other Party in writing and without due notice after the person has discovered or should have discovered the breach.
- 8.2. In the event of material breach, the other Party has the right to terminate the Agreement with immediate effect, if the error is not rectified within 30 days of the written notice being sent. Defaults beyond [7] days are considered to be material breaches.

8.3. Compensation for indirect loss cannot be claimed and compensation cannot exceed the total annual license fee pursuant to clause 7.1 of the Agreement.

9. License Agreement Duration

9.1. This agreement is for 12 months from the day of signing, and it will be automatically renewed for 12 new months every 12 months after signing, unless one of the Parties give written notice to cancel no later than 30 days before the start of the next 12 month subscription period.

10. Indemnification

10.1. The Licensee shall indemnify the Licensor for any claim and loss arising from the Licensee or any or any Licensee responsible, including the Licensor's costs of legal and other assistance. The Licensee shall give written notice of such claim as soon as it is made.

11. Confidentiality

11.1. The Parties undertake to keep confidential all information in any form (including, but not limited to, written, oral or visual form, or electronic form or on magnetic or optical disk or memory pen or any other format) received from the other Party related to this Agreement, the parties' business operations and trade secrets (including, without limitation, suppliers, customers, products, services, technical information, know-how).

12. Transfer of rights and obligations

12.1. Licensor has the right to assign its rights and obligations under this Agreement to a third party without Licensee's consent.

12.2. If Licensee transfers its rights and obligations under this Agreement, the Licensor shall have the right to terminate the Agreement with immediate effect.

13. Law choice and venue

13.1. This Agreement is governed by Norwegian law. The parties adopt Oslo District Court as the right venue.

This Agreement is in duplicate, one to each of the Parties.

Date: _____

For Curipod AS

For : _____

Eirik Hernes Berre

COO



Invitation for Bid Terms & Conditions

ESUCC-~~2023~~2024

1. Issuing Agency

- 1.1 ESUCC - Cooperative Purchasing is requesting online Bids from qualified vendors for the following: **Coop Annual Buy ESUCC-~~2023~~2024**.
- 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 ~~5~~4% administrative fee to the awarded vendors based on the purchases made from the 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~~5% 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 Catalog Discount Pricing – Punchout Catalog
 - 1.3.2.1 Vendors that have received a 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. 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. Vendor must receive line item awards for the current year in order for their punchout to be re-enabled.
 - 1.3.2.2 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 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. Please provide definition of pricing term(s). i.e. Single primary discount rate or multiple discount rates by category."

- 1.3.2.4 Vendors will pay a 2% administrative fee for items not awarded on the ESUCC-~~2023~~2024 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"~~Friday, December 9th, 2022~~ 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"~~Friday, January 6, 2023~~. 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-~~2023~~2024 bid.
 - 3.3 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 thereafter, in the Office of ESUCC - Cooperative Purchasing Director, 412 W. 14th 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 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. 14th 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.

3.5 Key IFB Dates

3.5.1 Public Announcement of IFB	October 54, 2022 <u>2023</u> 9:00 a.m. CST
3.5.2 Conference Call	October 211, 2022 <u>2023</u> 2:00 p.m. CST
3.5.3 Deadline for Questions	November 2120, 2022 <u>2023</u> 4:00 p.m., CST
3.5.4 IFB Due Date & Time	December 915, 2022 <u>2023</u> 3:00 p.m. CST (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.5 Deadline for Bid Bonds received	December 915, 2022 <u>2023</u> (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.6 Awarding of Bids	December 182-1520, 2022 <u>2023</u> (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.7 Preliminary Awards & Review Period	December 1921, 2022 <u>2023</u> – January 1, 2023 <u>2024</u> (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.8 Vendor Dispute Period	January 2-4, 2023 <u>2024</u> (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.9 Awards Finalized	January 5, 2023 <u>2024</u> (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.10 IFB Due Date & Time	January 65, 2023 <u>2024</u> 3:00 p.m. CST (100 Electronics Section)
3.5.11 Deadline for Bid Bonds received	January 65, 2023 <u>2024</u> (100 Electronics Section)
3.5.12 Electronics Section Awarded	January 98-109, 2023 <u>2024</u>
3.5.13 Electronics Dispute/Review Period	January 1110-1312, 2023 <u>2024</u>
3.5.14 Electronics Awards Finalized	January 1716, 2023 <u>2024</u>
3.5.15 Punchout Re-enablement	January 31, 2023 <u>2024</u>
3.5.16 Bill Extended Catalog Orders	By January 31, 2023 <u>2024</u>
3.5.17 Paper Buy Catalog Opens	February 2, 2023 <u>2024</u>
3.5.18 Annual Buy Catalog Opens	February 16, 2023 <u>2024</u>
3.5.19 Bill Punchout Catalog Orders	————By February 28, 2023 <u>2024</u>
3.5.20 Paper Orders sent to vendors	March 1718, 2023 <u>2024</u>
3.5.21 First Day for 400 Paper delivery	April 11, 2023 <u>2024</u>
3.5.22 Paper Buy Admin Fees billed	By April 1415, 2023 <u>2024</u>
3.5.23 Annual Buy orders sent to Vendors	April 2122, 2023 <u>2024</u>
3.5.24 First Day for Annual Buy delivery	May 2324, 2023 <u>2024</u> (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.25 Annual Buy Admin Fees billed	By June 13, 2023 <u>2024</u>
3.5.26 Delivery Deadline for 400 Paper	June 14, 2023 <u>2024</u>
3.5.27 Late delivery penalty 2% on Paper	June 1517, 2023 <u>2024</u>
3.5.28 Vendor Notifies ESUCC of Outstanding/Backordered Items	June 2227, 2023 <u>2024</u>
3.5.29 Paper Admin Fees due to ESUCC	July 78, 2023 <u>2024</u>
3.5.30 Earliest Possible payment due date	July 711, 2023 <u>2024</u> (45 Days from First Day for Delivery of Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.31 Delivery Deadline Annual Buy Items	July 24, 2023 <u>2024</u> (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)

3.5.32 Late delivery penalty 2% 900)	July 25, 2023 2024 (Sections 100, 200, 300, 500, 600, 700, 800, 850,
3.5.33 Deadline to pay Admin Fees	August 9 14, 2023 2024
3.5.34 Late delivery penalty 4% 900)	August 25 26, 2023 2024 (Sections 100, 200, 300, 500, 600, 700, 800, 850,
3.5.35 Vendor Bid bonds returned	September 1 2, 2023 2024
3.5.36 Late delivery penalty 6% 900)	September 25 26, 2023 2024 (Sections 100, 200, 300, 500, 600, 700, 800, 850,
3.5.37 Overages picked up by Vendors	October 1, 2023 2024

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 [Craig Peterson the Coop Purchasing Director at coop@esuucc.org](mailto:Craig.Peterson@theCoop.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, 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.
- 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.

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/](https://esucc.ionwave.net/) via the Internet. Submitting your bid through this application will signify your authorized signature and acceptance of all Bid Terms and Conditions for the ESUCC-~~2023~~2024 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. 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@esuucc.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, 2023-2024. 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.

Sign: _____

Kraig Lofquist

Executive Director

Terms and Conditions reviewed on: _____

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Elkhorn Logan Valley Health Department, commonly known as Elkhorn Logan Valley Health Department. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Elkhorn Logan Valley Health Department desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership,

awarded contracts, and commodity categories; and provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Elkhorn Logan Valley Health Department commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier,

or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies 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.

12. Employment Eligibility Verification. The Agencies 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 a

party employs or contracts with any subcontractor in connection with this Agreement, the contracting party 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.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency 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 electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC

Attn: Executive Director
6949 South 110th Street
LaVista, NE 68128

ELVPHD: _____
Attn: _____

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

17. Amendments and Modifications. The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. Counterparts. The Agencies 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 Agencies 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 Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. Assignment. The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____,

Kraig Lofquist
Executive Director

Signature: _____ Date: _____,

Printed Name: _____

Title: _____

RESOLUTION

WHEREAS, on September 7, 2023, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreement with Elkhorn Logan Valley Public Health Department to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

AND WHEREAS, consideration of the matter was a duly advertised agenda item for the said meeting of the ESUCC;

AND WHEREAS, an opportunity was afforded any interested party to comment on the matter; and the ESUCC being apprised of the various aspects of the issue;

AND WHEREAS, the Board has determined that entering into the Interlocal Agreement is in the best interests of the ESUCC and its members and is appropriate to provide for the efficient and effective operation of the ESUCC;

NOW BE IT THEREFORE RESOLVED that the ESUCC's Executive Director be authorized on behalf of the ESUCC, pursuant to this Resolution, to affix his signature to the aforementioned Interlocal Agreement and to do all things necessary to comply with said Agreement.

It was so moved by _____ and seconded by _____ this 7th day of September, 2023.

Roll call vote as follows:

	Name	<u>Yes</u>	<u>No</u>
ESU 1:	Dr. Bill Heimann	<u>X</u>	___
ESU 2:	Dr. Ted DeTurk	<u>X</u>	___
ESU 3:	Dr. Dan Schnoes	<u>X</u>	___
ESU 4:	Gregg Robke	<u>X</u>	___
ESU 5:	Dr. Brenda McNiff	<u>X</u>	___
ESU 6:	Dr. John Skretta	<u>X</u>	___

	Name	<u>Yes</u>	<u>No</u>
ESU 7:	Dr. Larianne Polk	<u>X</u>	___
ESU 8:	Corey Dahl	<u>X</u>	___
ESU 9:	Drew Harris	<u>X</u>	___
ESU 10:	Dr. Melissa Wheelock	<u>X</u>	___
ESU 11:	John Poppert	<u>X</u>	___
ESU 13:	Dr. Laura Barrett	<u>X</u>	___
ESU 15:	Phillip Picquet	<u>X</u>	___
ESU 16:	James McGown	<u>X</u>	___
ESU 17:	Geraldine Erickson	<u>X</u>	___
ESU 18:	Dr. Takako Olson	<u>X</u>	___
ESU 19:	Dr. Canyon Chism	<u>X</u>	___

Coop Directors report to ESUCC Board
submitted by: Craig Peterson
September 7, 2023

1. Coop Strategic Plan

- a. **Purpose:** ESUCC Cooperative Purchasing aims to revitalize member participation, enhance their benefits, and contribute to the cooperative's continued success.
- b. **2023-2024 Goal:** Increase engagement and purchasing activity among ESUCC Cooperative Purchasing members who exhibit low purchasing volume or underutilize our services.

2. 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 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 Admin Fees - decrease

- i. This year we are looking at lowering the Admin Fee to vendors on gross sales for the Annual Buy from 5% to 4% and then reevaluate next year with another possible lowering, not to go lower than 3%. Given the history of this Admin fee it was raised to 5% to cover costs for the ESM software solution. Since that time, we have seen a steady decline of the number of vendors participating in the Annual Buy process. Although not all reasons for this decline can be directly attributed to the Admin Fee many vendors have voiced their concerns about it being high. See calculations in [Annual Buy Admin Fee - Impact of Change](#).
 1. **Impact on Revenue:** Our Current revenue for the Annual Buy has been staying around \$150,000 when we have \$3 million or more in sales. Lowering the fee from 5% to 4% would mean a reduction in revenue of \$30,000 and when lowering it to 3% a total reduction of \$60,000.
 2. **History of Admin Fees: Data Source [Yearly Revenues 2009-2019](#)**
 - a. **2009-10:** Vendors paid 1.45% for NECPAS (proprietary bidding/ordering software), Schools paid 3.5% Coop operations fee and a local ESU fee that ranged from 2-10% for operations of ESU warehouses.
 - b. **2012-13:** eSchool Mall (ESM) was contracted at \$110,000 per year, Admin fee remained 1.45% for vendors. ESU's continued to receive and warehouse product.

- c. **2013-14:** ESM fee went to \$230,000 and Admin Fees increased for vendors to 5% along with increased costs to direct ship to schools.
- d. **2015-16:** Equal Level service was turned up and Admin Fees have stayed at 5% throughout current year. At the same time the ESM contract was terminated with litigation expenses in 2016-2017 and three additional years. Last payment to ESM was made in the 2019-2020 budget year.

3. **Historical Vendor Participation: Data Source** [Vendor Yearly Participation tracking 2010-2019](#) and [All Programs - Sales & Admin Fee Tracking by Year](#)

- a. The total number of vendors participating in the Annual Buy bid process ranges from 66 in 2010 to a low in 2022 of 19 and the loss of our second largest vendor Pyramid School Supply in 2022.
 - b. 2023 – 20 Vendors (5% Equal Level/IonWave)
 - c. 2022 – 19 Vendors (5% Equal Level/IonWave)
 - d. 2021 – 29 Vendors (5% Equal Level/IonWave)
 - e. 2020 – 25 Vendors (5% Equal Level/IonWave)
 - f. 2019 – 27 Vendors (5% Equal Level/IonWave)
 - g. 2018 – 30 Vendors (5% Equal Level/IonWave)
 - h. 2017 – 29 Vendors (5% Equal Level/IonWave)
 - i. 2016 – 35 Vendors (5% Equal Level/IonWave)
 - j. 2015 – 41 Vendors (5% ESM – Direct delivery)
 - k. 2014 – 47 Vendors (5% ESM – Direct delivery)
 - l. 2013 – 58 Vendors (1.45% ESM)
 - m. 2012 – 54 Vendors (1.45% NECPAS)
 - n. 2011 – 65 Vendors (1.45% NECPAS)
 - o. 2010 – 66 Vendors (1.45% NECPAS)
4. The question I struggle with is do we continue to watch the Annual Buy slowly decline in vendor participation or do we take action to retain or attract vendors back into bidding. The high Admin Fees are not the only variable vendors look at when deciding not to bid, they may include supply chains issues caused by the pandemic, tariffs for overseas product, inflation, increased delivery costs due to fuel costs, and possible retirement of business owner/owners. This all adds up to profitability for vendors to participate, by lowering the Admin fee this may provide a carrot to vendors to stick with us.

c. **Annual Buy Terms & Conditions**

- i. Yearly updates to the Terms & Conditions this year included:
 - 1. Admin fee reduction from 4% to 5%
 - 2. Updated dates
 - 3. Changed Time Lines reference of a date to “Key IFB Dates”

- 4. Changed Questions to be sent to Craig Peterson to “Coop Purchasing Director”
- 5. Updated wording for Bid Award Determination 9.4.1 to be the Corporate Address for vendor and not a Sales Representative office address

d. Annual Buy Delivery of items

- i. We had 101 item Updates, Changes, issues reported this year (compared to 258 last year and 134 the year before)
- ii. Cancelled items (3 total down from 19 last year) due to factors including Manufacturer Discontinued without a substitute, No longer in business.
 - 1. Items Impacted: Crayola Color Sticks and Colored Pencils and a First Aid Kit

e. Review of Sales Data over last Seven years

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

3. ESUCC Marketplace

a. ESUCC Marketplace Sales

- i. January 1, 2023 to August 25, 2023 - \$4,556,336.42
- ii. January 1, 2022 to December 31, 2022 - \$4,833,639.06
- iii. January 1, 2021 to December 31, 2021 - \$4,225,591.97
- iv. January 1, 2020 to December 31, 2020 - \$4,989,205.11
- v. January 1, 2019 to December 31, 2019 - \$4,470,323.01
- vi. January 1, 2018 to December 31, 2018 - \$4,449,044.40
- vii. January 1, 2017 to December 31, 2017 - \$3,863,795.56
- viii. January 1, 2016 to December 31, 2016 - \$4,070,589.58

b. Year over Year Marketplace purchases for April-July: includes year-round, Paper, and Annual Buy's

	April	May	June	Jul
2016	\$2,657,808.25	\$104,289.71	\$38,602.03	\$61,078.34
2017	\$2,450,067.97	\$138,069.29	\$69,283.33	\$64,325.47
2018	\$2,513,162.25	\$214,344.20	\$245,532.73	\$97,504.18
2019	\$2,439,624.59	\$361,882.45	\$138,845.70	\$112,280.48
2020	\$2,589,289.80	\$359,508.36	\$200,182.23	\$379,309.39
2021	\$2,367,812.50	\$202,009.76	\$146,301.82	\$ 85,270.34
2022	\$2,544,910.59	\$256,236.76	\$185,013.44	\$108,358.05
2023	\$2,367,678.59	\$255,703.12	\$197,595.32	\$205,210.26

4. Special Buys

- a. **Definition Special Buy:** Contracts are negotiated agreements with exclusive pricing to ESUCC Cooperative Purchasing members. These contracts may range from one to three years. Within the agreement, terms shall be explicitly defined as to both parties' expectations and the scope of the agreement.
- b. Addendum to Impero Special Buy
 - i. The addition of one product that Banner County needed in order to renew.
- c. Addendum to WeVideo Special Buy
 - i. Addition of WeVideo with Interactivity to the contract.
- d. Extension to ACCO Special Buy
 - i. Updated pricing and an extension to the current Special Buy agreement for items outside of the Annual Buy bid. This will also allow us to enable these items in the Marketplace so electronic orders can be placed.
- e. Special Buy with Newsela
 - i. New Special Buy agreement with updated product and pricing.
- f. Special Buy with PPG Paint
 - i. We previously had a Special Buy agreement with PPG Paint, this is just an extension from that agreement with new contract language updates from our legal.
- g. Special Buy with HD Supply, formerly Home Depot Pro
 - i. This contract was set to expire on 08/31/2023, we discussed with them a possibility to respond to last years AEPA MRO solicitation but they did not. We have been communicating since May that this would need to be renewed and they have returned a marked-up version mid August. Legal has reviewed and approved the language, we have been waiting on the pricing proposal from HD Supply Sales in Nebraska.
- h. Special Buy with Cloud9World
 - i. Cloud9World is a research based PK - 12th grade integrated Character Education and Wellness Solution that focuses on resiliency empowerment strategies for children and teens. Education Design Solutions is the reseller we are working through who also resells SchoolsPLP. Cloud9World is offering ESUCC an annual rebate based on sales volume.
- i. Special Buy with EMC2 Learning
 - i. This was brought forward by Rhonda Eis and Andrew Easton out of the TLT affiliate meetings. EMC2's site offers step-by-step lesson planning ideas and video explainers with sample instructional applications designed to walk you through everything you need to know on how, when, where, and why each resource can be uniquely modified to fit into your specific classroom.
- j. Special Buy Addendum with Infobase
 - i. This will add additional pricing tiers to better meet the smaller districts 250 or less in student population. The current agreement has pricing tiers for only 500 or less. It will also add additional product to the Infobase offering. This is the last year of this contract after which all pricing will need to be re-negotiated.
- k. Special Buy with Curipod

- i. This was brought forward by Andrew Easton. In a nut shell Curipod helps teachers plan and deliver interactive lessons on any topic - with help from AI.

5. AEPA

- a. **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.
- b. **IFB #024 Solicitations released on August 2 in the following categories**
 - i. IFB #024-A - Athletic Surfaces - Natural & Synthetic Surfaces for Sport Fields, Tracks, Courts, Playground & Landscaping Applications (Rebid of current category)
 - ii. IFB #024-B - Electric Vehicle Charging (New Category)
 - iii. IFB #024-C - Digital Resources & Instructional Materials (Rebid of current category). Craig Peterson is Solicitation Chair of this category
 - iv. IFB #024-D - Computerized Maintenance Management System (CMMS Software) (Rebid of current category). Craig Peterson is a committee member on this category
 - v. IFB #024-E - Lawn & Groundskeeping Equipment, Supplies & Services (Rebid of current category)
 - vi. IFB #024-F - Digital Display Solutions (Rebid of current category)
 - vii. IFB #024-G - Vehicles - Cars, SUVs, Light Duty Trucks/Vans, Emergency, Fuel, Hybrid, Electric (Rebid of current category)
- c. **RFP #024 Proposals released on August 2 in the following categories**
 - i. RFP #024-H - Audio Visual Integration, Equipment, and Installation (New category)
- d. **Winter Meeting** – November 27-29, 2023 – Anaheim, CA

6. Marketing

- a. 48 Campaigns sent since May 1st
 - i. Industry Average Open rate is 21.33% [provided by MailChimp](#)
 - ii. Highest Open rate was 87.5% [Securly - 2023 Licensing Renewal - Missing Order Last Reminder](#) – sent to specific users (24 total) that hadn't placed an order yet on June 13, 2023.
 - iii. Lowest Open rate was 38.12% [WTI Tremco - What You Need To Know About Rooftop Safety And Compliance](#)
- b. **Engagement of Subscribers**
 - i. Total number of Subscribers: 6,317

- ii. 33% Often – Percentage of subscribers who are highly engaged and often open and click our emails
- iii. 8% Sometimes – Percentage of subscribers who are moderately engaged and sometimes open and click our emails
- iv. 57% Rarely – Percentage of subscribers who are not very engaged and rarely open and click our emails

7. Additional Information & Meetings

- i. Communications with the following vendors/organizations throughout the Summer months: School Specialty, AEPA Marketing Committee, Staples, AEPA New Vendor Onboarding, Formative, AEPA Website, CDW-G, TRANE, Kajeet, Gretna Public - Adobe, AEPA Bid Committee Check-in, AEPA Special meeting, My Central Supply, AEPA - Forms for Reporting, Quill, Newsela, Andrew Easton to discuss process for new vendors, Aurora Public Schools (Jody Phillips), ACCO Brands, Norfolk Public discuss Adobe, Curipod, AEPA Executive Committee Meeting, Logan View – Adobe Setup, Abby Peters Omaha Public Schools, Conestoga Adobe Setup, On To College, Lawson, AEPA 024 Voluntary Pre-Bid Conference Call, Find Your Grind, Cloud9World, LineWize, Shaw Industries, EMC2 Learning, Johnson-Brock Adobe Setup
- ii. Webinars: Bid Creation – Initial Set-Up, Bid Lines, Bid Management, Bid Award, Administration: Contract Management, Bid Line Packages, SchoolsPLP - Virtual Instructional Services
- iii. Conferences:
 - 1. Mental Health Conference
 - 2. Sysco Food Show
 - 3. NDE Day
 - 4. NCSA Administrator Days