



ESUCC

Legal Committee Meeting

Tuesday, April 2, 2024, 2:00 PM

ESU 3 plus Zoom, 6949 South 110th Street, LaVista, NE 68128

Posted Locations:

Springview Herald

Valentine Midland News

Red Cloud Leader

Ainsworth News

ESUCC webpage

NE Public Meetings

Posted Date: 3/27/24

Attendance Taken at 2:00 PM.

Dr Larianne Polk:	Present
Dan Schnoes (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. Extension with Equal Level for the ESUCC Marketplace

3.1.2. Extension with World Book

3.1.3. Special Buy agreement with ByteSpeed

4. Agenda Item

4.1. COOP

4.1.1. Coop Strategic Plan

4.1.2. MAP/NWEA - Costs

4.1.3. Staff Written Reports

4.1.3.1. Peterson Report

4.1.3.2. Colleen Lentz (Data)

4.2. Legislative Updates

4.2.1. Legislative Day - March 12 (recap)

4.2.2. Bromm's Updates

4.3. Policies and Procedures

5. Next Meetings Agenda Items

6. Adjournment

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

AMENDMENT NO. 3 TO 2015-2018 MASTER LICENSE AND SERVICES AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND EQUAL LEVEL, INC

This Amendment is made by and between Educational Service Unit Coordinating Council (ESUCC)/Nebraska ESUCC Cooperative Purchasing ("Client") and Equal Level ("Contractor") to the 2015-2018 Master License and Services Agreement ("Agreement") signed by the Cooperative on June 2, 2015, and by the Contractor on June 1, 2015. The Addendum is as follows:

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

All other terms and conditions of the 2015-2018 Master License and Services Agreement shall remain in full force and effect.

Exhibit "A" is amended and replaced in its entirety with the attached **"Revised Exhibit A 2024-2027 Renewal Pricing for ESUCC Cooperative Marketplace."**

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 thirty-six (36) months until August 31, 2027. Upon the signature of an authorized officer of the ESUCC Cooperative and the Contractor, the Agreement is hereby extended.

COOPERATIVE

CONTRACTOR

Kraig Lofquist
Executive Director

Orville A. Baily
Chief Executive Officer

Date: _____

Date: _____

Revised Exhibit A 2024 to 2027 Renewal Pricing for ESUCC Cooperative Marketplace

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

Base Cooperative Marketplace Bundle:

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

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

Multiple Level Admin	Third-level administration for (Two-level administration included with Base Bundle)	Included (waived \$4,500 per yr. fee) *
Total		\$49,500 per yr

(ii) Additional Catalog Management

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

(iii) Optional Features

Module	See description	Included
Single Sign On		
eInvoicing		
ERP Connections for Single Accounts		

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

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

\$49,500 Annual License Fees due September 30, 2024 for the service period 9/1/2024 to 08/31/2025.

\$49,500 Annual License Fees due September 30, 2025 for the service period 9/1/2025 to 08/31/2026.

\$49,500 Annual License Fees due September 30, 2026 for the service period 9/1/2026 to 08/31/2027.

**ADDENDUM/EXTENSION TO 2021-2024 SPECIAL BUY AGREEMENT
BETWEEN ESUCC COOPERATIVE PURCHASING AND WORLD BOOK,
INC**

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and WORLD BOOK, INC ("Contractor") to the 2021-2024 Special Buy Agreement ("Agreement") signed by the Cooperative on March 10, 2021, and by the Contractor on March 10, 2021. 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:

No Changes to Exhibit B.

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 thirty-six (36) months until June 30 , 2027. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

CONTRACTOR

By: 
Name: Geoff Broderick _____
Title: President _____
Date: 3/21/2024 _____

COOPERATIVE

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



2024-2027 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative"), and **ByteSpeed** ("Contractor"). The Cooperative is an organization founded in 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts ("Members") of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between service units and their school districts and other serviceable entities. The Director manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. Nebraska ESUCC Cooperative Purchasing serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on April 3, 2024 ("Effective Date") and shall continue until 12:00 midnight (CST) on April 2, 2027, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

- 5. Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a Member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
- 6. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
- 7. Termination.**
- A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.
- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the non-defaulting party may authorize in writing.
- C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
- (1) Insolvent;
 - (2) Makes a general assignment for the benefit of creditors;
 - (3) Files a voluntary petition of bankruptcy;
 - (4) Suffers or permits the appointment of a receiver for its business or assets;

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

8. Indemnification.

- A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.
- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- C. If any judgment shall be rendered against the Cooperative or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
- D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

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

- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with

minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and

- B. If applicable, workers compensation coverage meeting all statutory requirements.

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

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

employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

- 16. Taxpayer Identification.** Contractor's federal employer identification number is: **45-0456218**.
- 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: **ByteSpeed**
Attn: Scott Bleth, VP - Sales
3131 24th Ave S.
Moorhead, MN 56560

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

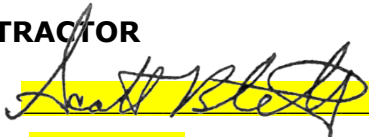
matters contained in this Agreement are expressly merged into and superseded by this Agreement.

- 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: Scott Bleth
Title: Vice President - Sales
Date: 3/25/2024

COOPERATIVE

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

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

ByteSpeed provides customized computer hardware, enterprise networking solutions, and professional IT services.

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<ByteSpeed Price List for ESUCC March2024>>

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. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes: No:
- c. If "Yes", Order receipt method: Email: cXML:
 - i. If "Email" address to deliver orders to: sales@bytespeed.com
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
Contact Phone: _____
- d. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Scott Bleth
- b. Title: Vice President - Sales
- c. Phone: 877-553-0777
- d. Email: sbleth@bytespeed.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): Zac Luptak, ByteSpeed Controller
Contact email address: accounting@bytespeed.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.bytespeed.com

ByteSpeed Price List for ESUCC - March 2024

Product Name	Product #	Description	Unit
H610MA-i3	H610MA-i3	Value H610M Desktop, i3-12100, 8GB ram, 120gb ssd, Windows 11 Pro License, USB keyboard and mouse, FREE shipping	ea
H610MA-i5	H610MA-i5	Value H610M Desktop, i5-12400, 8GB ram, 120gb ssd, Windows 11 Pro License, USB keyboard and mouse, FREE shipping	ea
H610MA-i7	H610MA-i7	Value H610M Desktop, i7-12700, 8GB ram, 120gb ssd, Windows 11 Pro License, USB keyboard and mouse, FREE shipping	ea
B760S-i3	B760S-i3	B760S Mini-Itx, i3-12100, 8gb ram, 500gb ssd, usb 2.0 cable, vesa mount, wifi kit, Windows 11 Pro License, USB keyboard and mouse, FREE shipping	ea
B760S-i5	B760S-i5	B760S Mini-Itx, i5-12400, 8gb ram, 500gb ssd, usb 2.0 cable, vesa mount, wifi kit, Windows 11 Pro License, USB keyboard and mouse, FREE shipping	ea
B760S-i7	B760S-i7	B760S Mini-Itx, i7-12700, 8gb ram, 500gb ssd, usb 2.0 cable, vesa mount, wifi kit, Windows 11 Pro License, USB keyboard and mouse, FREE shipping	ea
X300-Ryzen5	X300-Ryzen5	X300 Mini-Itx, Ryzen5, 8gb ram, 500gb ssd, usb 2.0 cable, vesa mount, wifi kit, Windows 11 Pro License, USB keyboard and mouse, FREE shipping	ea
X300-Ryzen7	X300-Ryzen7	X300 Mini-Itx, Ryzen 7, 8gb ram, 500gb ssd, usb 2.0 cable, vesa mount, wifi kit, Windows 11 Pro License, USB keyboard and mouse, FREE shipping	ea
Q670-i3	Q670-i3	Performance Q670 Desktop, i3-12100, 8gb ram, 120gb ssd, Windows 11 Pro License, USB keyboard and mouse, FREE shipping	ea
Q670-i5	Q670-i5	Performance Q670 Desktop, i5-12400, 8gb ram, 120gb ssd, Windows 11 Pro License, USB keyboard and mouse, FREE shipping	ea
Q670-i7	Q670-i7	Performance Q670 Desktop, i7-12700, 8gb ram, 120gb ssd, Windows 11 Pro License, USB keyboard and mouse, FREE shipping	ea

Workstation W680A	W680-i9	Workstation 680A, i9-12900k, 64gb ram, 512gb ssd, 1tb hdd, Windows 11 Pro license, Nvidia A2000 GPU	ea
Workstation W790A	W790	Workstation 790A, INTEL XEON W3-2423, 6-CORE, 64GB ram, 512 ssd, 1tb hdd, Windows 11 Pro license, Nvidia A2000 GPU	
Performance B550M	B550M - Ryzen Pro 7	Performance B550, Ryzen Pro 7, 8GB Ram, 120GB ssd, Windows 11 Pro License, USB Keyboard and Mouse, FREE Shipping	ea
Performance B550M	B550M - Ryzen Pro 5	Performance B550, Ryzen Pro 5, 8GB Ram, 120GB ssd, Windows 11 Pro License, USB Keyboard and Mouse, FREE Shipping	ea
Performance NUC ANK i3	NUC ANK - i3	Performance NUC ANK, Intel NUC i3 -1315U, 8gb ram, 500gb SSD, Windows 11 Pro License, USB Keyboard and Mouse, FREE Shipping	ea
Performance NUC ANK i5	NUC ANK - i5	Performance NUC ANK, Intel NUC i5 -1340P, 8gb ram, 500gb SSD, Windows 11 Pro License, USB Keyboard and Mouse, FREE Shipping	ea
Performance NUC ANK i7	NUC ANK - i7	Performance NUC ANK, Intel NUC i7 -1330P, 8gb ram, 500gb SSD, Windows 11 Pro License, USB Keyboard and Mouse, FREE Shipping	ea
Value NUC ATK	ByteSpeed Value NUC ATK	Value NUC ATK, Intel NUC 11 Celeron C5105/N5105, 4gb ram, 128gb SSD, Windows 11 Pro License, USB Keyboard and Mouse, FREE Shipping	ea
NUC SNK	Gravity Gaming Extreme NUC SNK	Extreme NUC SNK, Intel NUC 12 i7-12700H, 8gb ram, 500gb SSD, Windows 11 Pro License, USB Keyboard and Mouse, FREE Shipping	ea
Lenovo ThinkBook 16 G6	16" Lenovo ThinkBook 16 G6 Touch Laptop	Lenovo ThinkBook 16 G6 Touch Laptop, RYZEN 5 7630U, 16gb ram, 512gb SSD, Windows 11 Pro License, 3YR Depot Warranty, FREE Shipping	ea
Performance B660T Mini i3	Performance B660T - i3	Performance B660T, Intel i3-13100 Quadcore, 8gb ram, 512gb SSD, Windows 11 Pro License, USB Keyboard and Mouse, Free Shipping	ea
Performance B660T Mini i5	Performance B660T - i5	Performance B660T, Intel i5-13400 Quadcore, 8gb ram, 512gb SSD, Windows 11 Pro License, USB Keyboard and Mouse, Free Shipping	ea
Performance B660T Mini i7	Performance B660T - i7	Performance B660T, Intel i7-13700 Quadcore, 8gb ram, 512gb SSD, Windows 11 Pro License, USB Keyboard and Mouse, Free Shipping	ea

ByteSpeed VR Ready (1) PC Bundle	ByteSpeed VR Ready (1) PC Bundle	Gravity Gaming Apollo B760M Desktop, i5-12400,Pure Rock 2 Cooler, 16gb ram, 500GB SSD, 4060 Graphics Card, 750w p/s, Vive bundle, Windows 11 Pro License, USB keyboard and mouse, 24inch Monitor, FREE shipping, 5 year Warranty	ea
ByteSpeed VR Ready (1) PC & Cart Bundle	ByteSpeed VR Ready (1) PC & Cart Bundle	Gravity Gaming Apollo B760M Desktop,i5-12400, Pure Rock 2 Cooler, 16gb ram, 500GB SSD, 3060 Graphics Card 750w p/s, Vive bundle, VR-Ready cart and accessories, Windows 11 Pro License, USB keyboard and mouse,24inch Monitor, FREE shipping, 5 year Warranty	ea
ByteSpeed VR Ready (5) PC & Cart Bundle	ByteSpeed VR Ready (5) PC & Cart Bundle	Gravity Gaming Apollo B760M Desktop,i5-12400,Pure Rock 2 Cooler, 16gb ram, 500GB SSD, 3060 Graphics Card 750w p/s, Vive bundle, VR-Ready cart and accessories, Windows 11 Pro License, USB keyboard and mouse,24inch Monitor, FREE shipping, 5 year Warranty	ea
ByteSpeed VR Ready (10) PC & Professional Dev. Bundle	ByteSpeed VR Ready (10) PC & Professional Dev. Bundle	(10) Gravity Gaming Apollo B760M Desktops, i5-12400, Pure Rock 2 Cooler,16gb ram, 500GB SSD, 3060 video card, 750w p/s, vr headset bundle, 1-day professional development training, Windows 11 Pro License, USB keyboard and mouse, 24inch Monitor, FREE shipping, 5 year Warranty	ea
Asus ExpertBook B1 B1400	Asus ExpertBook B1 B1400	Asus ExpertBook B1 B1400 B1400CEA-XH51 14" Rugged Notebook - Full HD - 1920 x 1080 - Intel Core i5 11th Gen i5-1135G7 Quad-core (4 Core) 2.40 GHz - 8 GB Total RAM - 256 GB SSD - Star Black -Intel Chip - Windows 10 Pro	ea
ASUS EXPERTBOOK B1500	ASUS EXPERTBOOK B1500	LAPTOP, ASUS EXPERTBOOK B1500, 15.6" i5-1135G7, 8GB 265GB, 10PRO, 3YR	ea
ASUS BR1102F	ASUS BR1102F	LAPTOP, ASUS BR1102FGA-TS14T FLP/TCH, 11.6", CELERON N100, 4GB 128GB, 11PRO, 1YR WARRANTY	ea
Lenovo Legion 5	Lenovo Legion 5	LAPTOP, LENOVO LEGION PRO 5, 16", i5-13500HX, 16GB 1TB, RTX 4060, 11PRO, 3YR, 82WK000FUS	ea
Lenovo ThinkPad E15 G4	Lenovo ThinkPad E15 G4	Lenovo ThinkPad E15 G4, RYZEN5 5625U, 16 3840 x 2400 Non-Touch, Windows 11 Pro, 16GB, 512GB SSD, M.2 2280, Wi-Fi 6E AX211, BT 5.1	ea
Microsoft Surface Go 2 Pentium	Microsoft Surface Go 2 Pentium	P/4/64 EDU Model: Intel Pentium Gold Processor 4425Y, 4GB Memory, 64GB Storage	ea
Microsoft Surface Go 2 Pentium	Microsoft Surface Go 2 Pentium	P/8/124 EDU Model: Intel Pentium Gold Processor 4425Y, 8GB Memory, 128GB Storage	ea
Microsoft Surface Pro 7+ i5	Microsoft Surface Pro 7+ i5	Microsoft Surface Pro 7+, Intel Core i5, 8GB, 256GB, WIN10PRO, COMMERCIAL 1YR MANU WARRANTY 1NA-00001	ea
Microsoft Surface Pro 7+ i7	Microsoft Surface Pro 7+ i7	Microsoft Surface Pro 7+, Intel Core i7, 16GB, 256GB, WIN10PRO, COMMERCIAL 1YR MANU WARRANTY 1NC-00001	ea

Microsoft Surface Type Cover	Microsoft Surface Type Cover	ACCESSORY, MICROSOFT SURFACE PRO TYPE COVER, BLACK, COMMERCIAL, FMN-00001	ea
Microsoft Surface Pen	Microsoft Surface Pen	ACCESSORY, MICROSOFT SURFACE PEN V4 COMMERCIALSILVER EYV-00009	ea
Microsoft Surface Docking Station	Microsoft Surface Docking Station	DOCKING STATION, MICROSOFT SURFACE DOCK 2, 4xUSB-C/LAN/2xUSB3.2/AUDIO, 1GK-00001	ea
Monitor - 22"	Monitor - 22"	22" widescreen monitor with built-in speakers, DVI, HDMI & VGA	ea
Monitor - 24"	Monitor - 24"	24" widescreen monitor with built-in speakers, DVI, HDMI & VGA	ea
RAM 8GB Upgrade	RAM 8GB Upgrade	Upgrade to 8GB RAM	ea
RAM 16GB Upgrade	RAM 16GB Upgrade	Upgrade to 16GB RAM	ea
Upgrade 250GB SSD	Upgrade 250GB SSD	Upgrade to 250GB SSD	ea
Upgrade 500GB SSD	Upgrade 500GB SSD	Upgrade to 500GB SSD	ea
Upgrade 250GB M.2 PCIe SSD	Upgrade 250GB M.2 PCIe SSD	Upgrade to 250GB M.2 PCIe SSD	ea
Upgrade 500GB M.2 PCIe SSD	Upgrade 500GB M.2 PCIe SSD	Upgrade to 500GB M.2 PCIe SSD	ea
ByteSpeed Server ASUS 2U 12Bay	ByteSpeed Server ASUS 3.5x12	ByteSpeed Server 2UASUS12x3.5, 2x Xeon Silver 4309Y, 64GB RAM, 2x 480GB SSDs, RAID 1, 6x 8TB, RAID10, 2x 10GbE Copper NICs, Lights-out Management, No Windows License, FREE SHIPPING	ea
Bytespeed 1U Server R300-E11	R300-E11	1U Rackmount Server, 4x 3.5" Bays, Xeon E-2336 6 Core CPU, 16GB RAM 2x 480GB SSD, 2x 450w PSU, IPMI, TPM, 5yr Warranty, Free Shipping, No OS	ea

ByteSpeed Microsoft Professional Development Training - Full Day	ByteSpeed Microsoft Professional Development Training - Full Day	Customized training that lasts approximately one full-day. Choices of training sessions include: MIE Teacher Academy; MIE OneNote Teacher Academy; MIE Office 365 Teacher Academy	ea
ByteSpeed Microsoft Deployment Toolkit Training - Per Hour	ByteSpeed Microsoft Deployment Toolkit Training - Per Hour	Choices of items that customer may choose to cover during training: WDS configuration and setup, MDT configuration and setup, add boot images and install images, add driver packages to MDT, create standard task sequence, capture image, automate MDT deployment, configure bootstrap.ini and customsettings.ini, automate driver install based on system model, configure	ea
ByteSpeed Microsoft Deployment Toolkit Training - 10 Hour Block	ByteSpeed Microsoft Deployment Toolkit Training - 10 Hour Block	Choices of items that customer may choose to cover during training: WDS configuration and setup, MDT configuration and setup, add boot images and install images, add driver packages to MDT, create standard task sequence, capture image, automate MDT deployment, configure bootstrap.ini and customsettings.ini, automate driver install based on system model, configure	ea
ByteSpeed Microsoft Windows 10 Deployment Toolkit Training - Getting Started	ByteSpeed Microsoft Windows 10 Deployment Toolkit Training - Getting Started	Getting started with MDT training covers Windows Deployment Services configuration and setup; MDT configuration and setup; Adding boot images and installing images; Adding driver packages to MDT (for current ByteSpeed models, for non-ByteSpeed models add additional files); Creating Standard Task Sequence and Capturing Images. Average training for this task	ea
ByteSpeed Microsoft Windows 10 Deployment Toolkit Training - Deep Dive Automation	ByteSpeed Microsoft Windows 10 Deployment Toolkit Training - Deep Dive Automation	Deep Dive into MDT Automation covers everything for a full, indepth MDT setup, How to Automate MDT deployment and deep dive into configuring bootstrap.ini and customsettings.ini; automating driver install based on system model; Configuring start menu layout; Removing Windows apps; Installing Windows updates; and installing limited programs. Average training	ea
Optoma OP651RK+	Optoma OP651RK+	65" Optoma Creative Touch interactive flat panel with 4k UHD resolution, 20 touch point capabilities, blue light filter, and cloud drive.	ea
Optoma OP751RK+	Optoma OP751RK+	75" Optoma Creative Touch interactive flat panel with 4k UHD resolution, 20 touch point capabilities, blue light filter and cloud drive	ea
Optoma OP861RK	Optoma OP861RK	86" Optoma Creative Touch interactive flat panel with 4k UHD resolution, 20 touch point capabilities, blue light filter and cloud drive	ea
Promethean ActivPanel 9 65"	Promethean ActivPanel 9 65"	ActivPanel 9 65" - 2 x Pens, VESA Wall Mount, WIFI Module & Cable pack included. ActivInspire Professional Edition available FOC	ea
Promethean ActivPanel 9 75"	Promethean ActivPanel 9 75"	ActivPanel 9 75" - 2 x Pens, VESA Wall Mount, WIFI Module & Cable pack included. ActivInspire Professional Edition available FOC	ea
Promethean ActivPanel 9 86"	Promethean ActivPanel 9 86"	ActivPanel 9 86" - 2 x Pens, VESA Wall Mount, WIFI Module & Cable pack included. ActivInspire Professional Edition available FOC	ea
Promethean Active Panel LX	Promethean ActivPanel LX	ActivPanel LX 86" - 2 x Pens, VESA Wall Mount, WIFI Module & Cable pack included. ActivInspire Professional Edition available FOC	ea
ByteSpeed GG Comet - B550I	ByteSpeed GG Comet - B550I	B550I AMD Ryzen 5 5600x, 16GB RAM, 500GB M.2 SSD, A750m Graphics Card, 750 Watt Power Supply, Windows 11 Pro, Free Shipping	ea

ByteSpeed GG Solstice MK3 - B550M	ByteSpeed GG Solstice MK3 - B550M	B550M, AMD Ryzen 5 5600x,PURE ROCK 2 Cooler, 16GB RAM, 500GB M.2 SSD, A750m Graphics Card, 750 Watt Power Supply, Windows 11 Pro, Free Shipping	ea
ByteSpeed GG Solstice MK3 - B760M	ByteSpeed GG Solstice MK3 - B760M	B660M, Intel I5 12400, Pure Rock 2 Cooler, 16GB RAM, 500GB M.2 SSD, 4060 Graphics Card, 750 Watt Power Supply, Windows 11 Pro, Free Shipping	ea
ByteSpeed GG Apollo - B550M	ByteSpeed GG Apollo - B550M	B550M, AMD Ryzen 5 5600x,Pure Rock 2 Cooler , 16GB RAM, 500GB M.2 SSD, 750m Graphics Card, 750 Watt Power Supply, Windows 11 Pro, Free Shipping	ea
ByteSpeed GG Apollo - B760M	ByteSpeed GG Apollo - B760M	B760M, Intel I5 12400,Pure Rock 2 Cooler, 16GB RAM, 500GB M.2 SSD, 4060 Graphics Card, 750 Watt Power Supply, Windows 11 Pro, Free Shipping	ea
ByteSpeed GG Zenith - B550	ByteSpeed GG Zenith - B550	B550, AMD Ryzen 5 5600X,Pure Rock 2 Cooler, 16GB RAM, 500GB M.2 SSD, 4060 Graphics Card, 750 Watt Power Supply, Windows 11 Pro, Free Shipping, 5 year Warranty	ea
ByteSpeed GG Zenith - Z790	ByteSpeed GG Zenith - Z790	Z790, Intel I7 12700,Pure Rock 2 Cooler, 16GB RAM, 500GB M.2 SSD, 4060ti Graphics Card, 750 Watt Power Supply, Windows 11 Pro, Free Shipping, 5 year Warranty	ea
Juniper/ Mist	Switches & Wireless Access Points	Juniper is an AI-driven enterprise, built on an innovative microservices cloud platform. It also extends Mist AI from Wi-Fi to access switching, to security, and to the WAN. Product Features include: - Customizable service levels for the WAN, WLAN, and LAN	ea
Cradlepoint	Wireless Access Points	Cradlepoint wireless edge solutions unlock the power of LTE and 5G cellular networks to give your WAN the boundless reach, nonstop reliability, and real-time agility it needs to keep up with your business. Connect fixed and temporary sites, vehicles, field forces, and IoT devices, anywhere. Simply. Securely. Mistlessly.	ea
Cachebox	Web Caching Appliance	CACHEBOX is a web caching appliance made by apliansys. It only does one job, but it does it very well. CACHEBOX is custom built for web caching in a K-12 environment.	ea
Verkada - Security Cameras	Security Camera Manufacturer	Verkada is a security solution that allows you to manage cameras from an easy-to-use platform and access footage remotely. In short, it is a simple, secure and scalable enterprise security camera system.	ea
Soter - Vape Detectors	Vape Detector	FlySense is a real-time vaping and elevated sound incident detection solution that gives you control of areas where you cannot place a camera. The solution uses multi-sensor devices to detect vaping, smoke, and noise disturbances that may suggest violence such as bullying.	ea
AppStream	Application Streaming Service	AppStream 2.0 is a fully managed, secure application streaming service that enables you to stream desktop applications to any computer running a web browser. For education, this means students have greater access to learning resources and applications regardless of platform or device.	ea
Ruckus/Commscope	Switches & Wireless Access Points	Ruckus offers indoor and outdoor wireless access points to fit just about any budget, performance requirement or deployment scenario. Ruckus switches work seamlessly with Wi-Fi access points to simplify network set-up and management, enhance security, minimize troubleshooting, and make upgrades easy.	ea

Nimble	Storage Solutions	Nimble storage solutions elevate your storage experience with a platform that unlocks IT agility, ensures apps are always-on and always-fast, and extends across hybrid cloud.	ea
FileWave	Endpoint Management Software	FileWave gives IT the ability to proactively and automatically provision and maintain every device. FileWave makes multi-platform endpoint management simple.	ea
Kajeet	Unlimited Data Plan (Annual)	Kajeet allows schools and businesses to utilize their unlimited data plan for any LTE devices. This allows for ease of management and reliability within the network	ea
Spectrum	Furniture	Spectrum Provides Furniture to any of your needs with many options on desks, chairs and many other options	ea
Verkada - Vape Sensor	Vape Detector	Verkada provides a sensor to detect Vape and other harmful materials in the area to keep a safe environment	ea
Evolv	Weapon Scanners and Accessories	Improve your security posture continuously through machine-learning and actionable insights.	ea
H610MA-i7 w/ Monitor	H610MA-i7 w/ Monitor	Value H610M Desktop, i7-12700, 2x16GB ram, 500gb ssd, T1000 (4GB), Windows 11 Pro/Windows 11 Pro License, USB keyboard and mouse, 28" Monitor, 4k, 16:9, 3840x2160, 5ms, 2xHDMI,DP, TLT/SWLL, SPKRS, 3YMW, FREE shipping	ea
Lenovo ThinkPad P15v G3	Lenovo ThinkPad P15v G3	Lenovo ThinkPad P15v G3, Inte Core i7-12700H (E-cores up to 3.50GHz), 16 3840 x 2400 Non Touch, Windows 11 DG Windows 11 Pro, 32GB, 1TB SSD, M.2 2280, PCIe Gen4 Performance NVMe, OPAL2.0, TLC, T1200, Wi-Fi 6E AX211, BT 5.1, 3yr Prem Warranty	ea
Lenovo ThinkPad P16 G1	Lenovo ThinkPad P16 G1	Lenovo ThinkPad P16 G1, Intel Core i9-12900HX Hexadeca-core (16 core), 16 3840 x 2400 Non Touch, Windows 11 DG Windows 11 Pro, 32GB, 1TB SSD, M.2 2280, PCIe Gen4 Performance NVMe, OPAL2.0, TLC, NVIDIA RTX A1000 4GB, Wi-Fi 6E AX211, BT 5.1, 3yr Prem	ea
Lenovo ThinkPad P16v G1	Lenovo ThinkPad P16v G1	Lenovo ThinkPad P16 G1, Intel Core i7-13800H vPro (14 core), 16 1920 x 1200 Non Touch, Windows 11 DG Windows 11 Pro, 32GB, 1TB SSD, M.2 2280, PCIe Gen4 Performance NVMe, OPAL2.0, TLC, NVIDIA RTX A1000 6GB, Wi-Fi 6E AX211, BT 5.1, 3yr Prem	ea
DJI Drones	Drones and drone simulator products	DJI provides commercial unmanned aerial vehicles (drones) for aerial photography and videography. It also designs and manufactures camera systems, gimbal stabilizers, propulsion systems, enterprise software, aerial agriculture equipment, and flight control systems.	ea
ORQA Drones	Drones and drone simulator products	ORQA provides high-end drone equipment for FPV (first person viewer) drones, drone racing, and drone simulators.	ea
ORQA FPV.CTRL Drone Controller	Orqa.FPV.Ctrl	Learn how to fly drones with Orqa FPV.Ctrl, a Bluetooth-based drone controller for FPV simulators and a perfect match to Orqa FPV.SkyDive. Built-in rechargeable battery; USB-C for connectivity and charging; Low latency Bluetooth radio links for mobile and desktop connectivity.	ea

ORQA FPV.ONE RACE First Person Goggles	Orqa.FPV.OneRace.Goggles	FPV.One Race goggles are the ideal racing goggles. Fully focus on the track in front of you with a super crisp and sharp image. The 33° FOV allows us to use smaller and cheaper screens, and pass the savings to the customers. Support for standard analog and digital video inputs, Choose whether you want standard analog (VHS) or digital using a mini-HDMI video port and the	ea
ORQA NEWBEE DRONE MICRODRONE		New AcroBee65 BLV4 Ghost BNF drone with built-in ImmersionRC Ghost Receiver and dual ball bearing flow motor 27000KV New and refreshed appearance in red, white and black color and qT Antenna On board temperature regulation prevents damage to boards	ea
DJI AIR 3 (DJI RC-N2), Air 3 Drone Combo	275774	DJI AIR 3 (DJI RC-N2), Air 3 Drone, RC-N2 Remote Controller, Intelligent Flight Battery, Low Noise Propeller Pairs x3, Gimbal Protector, Type C Cable, USB-C Connector, Lightning Connector	ea
DJI AIR 3, FLY MORE COMBO (DJI RC-N2)	275775	DJI AIR 3, FLY MORE COMBO (DJI RC-N2), Air 3 Drone, RC-N2 Remote Controller, Intelligent Flight Battery x3, Low Noise Propeller Pairs x6, Gimbal Protector, Type C Cable, USB-C Connector, Lightning Connector, Battery Charging Hub, Shoulder	ea
DJI AIR 3, FLY MORE COMBO (DJI RC 2)	275776	DJI AIR 3, FLY MORE COMBO (DJI RC 2), Air 3 Drone, RC 2 Remote Controller, Intelligent Flight Battery x3, Low Noise Propeller Pairs x6, Gimbal Protector, Type C Cable, Battery Charging Hub, Shoulder Bag	ea
DJI MAVIC 3 PRO (DJI RC) COMBO	273541	DJI MAVIC 3 PRO (DJI RC), Mavic 3 Pro Drone, DJI RC Controller, Intelligent Flight Battery, Low Noise Propeller Pairs x3, 65w Portable Charger, Storage Cover, USB 3.0 Type C Cable, DJI RC Spare Control Sticks (Pair)	ea
DJI MAVIC 3 PRO, FLY MORE COMBO (DJI RC)	273542	DJI MAVIC 3 PRO, FLY MORE COMBO (DJI RC), Mavic 3 Pro Drone, DJI RC Controller, Intelligent Flight Battery x3, Low Noise Propeller Pairs x6, 100w USB-C Power Adapter AC Power Cable, 100w USB-C Power Adapter, Storage Cover, Battery Charging Hub (100w), USB-C to USB-C ND Filter Set (ND8/16/32/64), DJI RC Spare Control Sticks (Pair), Shoulder Bag	ea
DJI MAVIC 3 PRO, FLY MORE COMBO (DJI RC PRO)	273543	DJI MAVIC 3 PRO, FLY MORE COMBO (DJI RC PRO), Mavic 3 Pro Drone, DJI RC Pro Controller, Intelligent Flight Battery x3, Low Noise Propeller Pairs x6, 100w USB-C Power Adapter AC Power Cable, 100w USB-C Power Adapter, Storage Cover, Battery Charging Hub (100w), USB-C to USB-C ND Filter Set (ND8/16/32/64), DJI RC Spare Control Sticks (Pair), Shoulder Bag	ea
DJI AVATA PRO-VIEW COMBO (DJI RC MOTION 2),	272468	DJI AVATA PRO-VIEW COMBO (DJI RC MOTION 2), AVATA Drone, DJI Goggles 2, RC Motion 2 Controller, Intelligent Flight Battery, Propeller Pairs x3, Power Adapter, Gimbal Protector, Type-C to Type-C PD Cable, Screwdriver, M2x7 Screws x4, Goggles 2 Battery, Goggles 2 Eyeless Frame (Pair), Goggles 2 Screen Protector, Goggles 2 Headband	ea
Gravity Gaming by ByteSpeed Drone Simulator PC	Q-76890-M4C2	Gravity Gaming by ByteSpeed APOLLO B760M Desktop - Chassis: NR400 Cooler Master, Motherboard: ASUS TUF B760M, Processor: Intel I5-12400 HEXACORE, Heatsink: BE QUIET! PURE ROCK 2 Black, Memory: 16GB Kingston Fury Beast DDR5, SSD: 1TB Kingston Fury Beast PCIe 4.0 M.2 VDFQ CARD, ASUS GF5090E DUAL RTX 4090 OC 8GB	ea
ByteSpeed Flight	Drone Simulators and Acces	ByteSpeed has been a premier IT solutions provider since 1999, catering to a diverse range of needs. Our extensive offerings include customized computer hardware, state-of-the-art enterprise networking solutions, and expert IT services. ByteSpeed is proud to offer high-quality drone simulators, ensuring your experience excellence in both virtual and physical technology.	ea
Redbird Flight Simulator	Redbird Flight Simulator	High end Flight Simulator W	ea
ASUS BR Series Laptop	BR1104FGA-YS24T	ASUS BR Series, Win11 Pro, Intel N200 Alder Lake 11.6" Touch 2-1, 8GB, 128 GB, BR1104FGA-YS24T	ea

MSRP	Discount	ESUCC Price		
\$875.00	15%	\$743.75		
\$965.00	15%	\$820.25		
\$1,190.00	15%	\$1,011.50		
\$915.00	15%	\$777.75		
\$1,010.00	15%	\$858.50		
\$1,210.00	15%	\$1,028.50		
\$965.00	15%	\$820.25		
\$1,110.00	15%	\$943.50		
\$1,085.00	15%	\$922.25		
\$1,170.00	15%	\$994.50		
\$1,385.00	15%	\$1,177.25		

\$3,700.00	15%	\$3,145.00		
\$4,560.00	15%	\$3,876.00		
\$1,130.00	15%	\$960.50		
\$990.00	15%	\$841.50		
\$910.00	15%	\$773.50		
\$1,100.00	15%	\$935.00		
\$1,315.00	15%	\$1,117.75		
\$620.00	15%	\$527.00		
\$1,585.00	15%	\$1,347.25		
\$1,355.00	15%	\$1,151.75		
\$995.00	15%	\$845.75		
\$1,140.00	15%	\$969.00		
\$1,395.00	15%	\$1,185.75		

\$4,350.00	15%	\$3,697.50		
\$4,700.00	15%	\$3,995.00		
\$23,500.00	15%	\$19,975.00		
\$47,500.00	15%	\$40,375.00		
\$1,200.00	15%	\$1,020.00		
\$1,325.00	15%	\$1,126.25		
\$469.99	15%	\$399.49		
\$ 2,450.00	15%	\$ 2,082.50		
\$ 1,345.00	15%	\$ 1,065.00		
\$550.00	0%	\$550.00		
\$750.00	0%	\$750.00		
\$1,625.00	0%	\$1,625.00		
\$2,000.00	0%	\$2,000.00		

\$129.99	0%	\$129.99		
\$99.99	0%	\$99.99		
\$255.00	0%	\$255.00		
\$225.00	15%	\$191.25		
\$250.00	15%	\$212.50		
\$65.00	15%	\$55.25		
\$110.00	15%	\$93.50		
\$65.00	15%	\$55.25		
\$120.00	15%	\$102.00		
\$75.00	15%	\$63.75		
\$100.00	15%	\$85.00		
\$9,495.00	15%	\$8,070.75		
\$3,300.00	15%	\$2,805		

Starting at \$2000	0%	Starting at \$2000		
\$150 Per Hour	0%	\$150 Per Hour		
\$1,000.00	0%	\$1,000.00		
\$600.00	0%	\$600.00		
\$600.00	0%	\$600.00		
\$2,725.00	0%	\$2,725.00		
\$3,725.00	0%	\$3,625.00		
\$5,885.00	0%	\$5,735.00		
\$3,550.00	0%	\$3,550.00		
\$5,350.00	0%	\$5,350.00		
\$7,750.00	0%	\$7,750.00		
\$3,285.00	0%	\$3,285.00		
\$1,525.00	15%	\$1,296.25		

\$1,575.00	15%	\$1,338.75		
\$1,850.00	15%	\$1,572.50		
\$1,575.00	15%	\$1,338.75		
\$1,850.00	15%	\$1,572.50		
\$1,800.00	15%	\$1,530.00		
\$2,300.00	15%	\$1,955		
Varies depending on product	20% off MSRP	Varies depending on product		
Varies depending on product	15% off MSRP	Varies depending on product		
Varies depending on product	10% off MSRP	Varies depending on product		
Varies depending on product	10% off MSRP	Varies depending on product		
Varies depending on product	10% off MSRP	Varies depending on product		
Varies depending on product	5% off MSRP	Varies depending on product		
Varies depending on product	25% off MSRP	Varies depending on product		

Varies depending on product	15% off MSRP	Varies depending on product		
Varies depending on product	15% off MSRP	Varies depending on product		
Varies depending on product	0%	Varies depending on product		
Varies depending on product	0%	Varies depending on product		
Varies depending on product	0%	Varies depending on product		
Varies depending on product	5% off MSRP	Varies depending on product		
\$2,450.00	15%	\$2,082.50		
\$ 3,419.00	15%	\$2,906.15		
\$ 3,574.00	15%	\$3,037.90		
\$ 3,129.00	15%	\$2,659.65		
Varies depending on product	0%	Varies depending on product		
Varies depending on product	0%	Varies depending on product		
\$90	0%	\$90		

\$510	0%	\$510		
\$180	0%	\$180		
\$1,325	0%	\$1,325		
\$1,600	0%	\$1,660		
\$1,850	0%	\$1,850		
\$2,625	0%	\$2,625		
\$3,575	0%	\$3,575		
\$4,625	0%	\$4,625		
\$1,700	0%	\$1,700		
\$1,805	10%	\$1,625		
Varies depending on product	10% off MSRP	Varies depending on product		
Varies depending on product	10% off MSRP	Varies depending on product		
\$599.99	15%	\$509.99		

Coop Directors report to ESUCC Board
submitted by: Craig Peterson
April 3, 2024

1. Consent Agenda Items for Coop

a. Approve Extension with Equal Level for the ESUCC Marketplace

- i. We have had Equal Level as our Marketplace provider for 9 years, since 2015 after a very poor experience with our previous provider ESM that ended in a law suite after we terminated their contract. Since then, the Marketplace has evolved into a steady \$4 million plus in sales through it. There is also a unique feature that Equal Level has coded for the Annual Buy where it takes all orders for a specific address and aggregates those requested orders into single line items for each item. I am unaware of anyone else in the nation that does this. This extension will be 3rd Amendment/Extension to the contract since 2015. Equal Level has been purchased by Euna Solutions who also purchase IonWave, our sourcing/bidding solution. My hope would be to see these two products combine in away that would allow us to take our Annual Buy items right from the award processing into a catalog for the Marketplace.

b. Approve Extension with World Book

- i. This contract has been in place for 20 plus years with very little to no changes in pricing over the years to include this year with no changes. World Book meets Rule 10 requirements for an updated encyclopedia in schools. It also generates over \$125,000 in sales every year.

c. Approve Special Buy agreement with [ByteSpeed](#).

- i. Custom-Built Computer Hardware & Networking and professional IT services for Education nationwide. Industry partners include ASUS, Lenovo, Juniper, Ruckus, Barracuda, Cachebox, Kingston/Hyper-X, Samsung, and many more.

2. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line item bid were 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. 2024 ESUCC-Annual Buy

- i. **2024 Annual Buy Key dates for Schools,**
 1. **Annual Buy Teacher/Staff deadline – April 5, 2024**
 2. **First Day for 400 Paper delivery – April 11, 2024**

3. **First Day for Annual Buy delivery - May 24, 2024**
 4. **Delivery Deadline for 400 Paper - June 14, 2024**
 5. **Delivery Deadline Annual Buy Items - July 24, 2024**
- c. 2024 Paper Buy closed on March 8th. Orders sent to Paper101 in the amount of \$871,110.81 This is up \$43,643.98 from 2023 totals.
- i. Yearly Paper Buy Sales
 1. 2024 \$871,110.81
 2. 2023 \$827,466.83
 3. 2022 \$974,761.14
 4. 2021 \$672,037.21
 5. 2020 - \$856,459.15
 6. 2019 - \$957,712.43
 7. 2018 - \$866,109.76
 8. 2017 - \$790,259.16
 9. 2016 - \$925,156.08
 - ii. 2024 Paper Buy Quantities
 1. 20,069 total cases of paper sold (Compared to 16,065 in 2023), overall volume is up 4,004 cases. This equates to approximately 23 Truckloads of paper statewide.
 2. 16,525 of that was 8.5 x 11 20 lb. white
 3. 3 Schools/ESUs purchased full truckloads
 - a. Hastings Public
 - b. Lexington Public
 - c. ESU 7
- a. Annual Buy catalog is open for ordering
4. Current requisition totals compared to last year at this time (Includes requisitions Approved, Pending Approval and Created). Requisitions in Pending Approval or Created status may not be converted to an order but we will follow up on these closer to the deadlines.
 - a. 03/07/2024 Annual Buy \$963,613.34, last year's totals for the same time period was \$786,843.26, we are up \$176,770.08 at this point.
 5. We are Currently running nightly reports heading up to the deadline for the Annual Buy.
 - a. In the reports we are fixing Account issues such as:
 - i. "user is not an agency admin" for the shipping addresses. This is required for each school districts address in order to deliver the Receiving and Sorting reports.
 - ii. "user does not exist" Old accounts that have changed their email address field are fixed by also changing their username.

3. 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.
 - i. **Spring Meeting in Greenville South Carolina this year April 22-24**
 - 1. No Schools will attend with ESUCC this year.
 - 2. Vendor Round tables – Each state will have 15 minutes with each vendor to discuss sales and marketing for each contract.

4. Marketing

- a. 15 Campaigns sent since March 7th –Please share list with your Superintendents.
 - i. [Paper Buy 2024 Final Last Call #5](#) 40% open rate
 - ii. [2024 Annual Buy – Athletics](#) 50% open rate
 - iii. [Annual Buy 2024 - Sanitation and Health](#) 45% open rate
 - iv. [Busch Systems - Outdoor Waste & Recycling](#) 43% open rate
 - v. [Staples - Your K-12 procurement program with Staples Business Advantage](#) 39% open rate
 - vi. [Voss Lighting - March 2024 - Why you should upgrade to LED sooner rather than later](#) 38% open rate
 - vii. [Demco March 2024](#) 46% open rate
 - viii. [Mackin - March 2024 - Monthly Digital Digest](#) 38% open rate
 - ix. [Annual Buy 2024 - General School Supplies Promotion](#) 47% open rate
 - x. [AEPA Vendor - The OrganWise Guys](#) 29% open rate (Sent on 03/27 and open rate as of 03/27 10:06 am CDT)
 - xi. [2024 Annual Buy Deadline Approaching](#) - Scheduled No open rates at the time of this report
 - xii. [Capstone - March 2024](#) - Scheduled No open rates at the time of this report
 - xiii. [SchoolsPLP - April Does your Credit Recovery Program engage your students?](#) - Scheduled No open rates at the time of this report
 - xiv. [2024 Annual Buy Deadline 3 Days](#) - Scheduled No open rates at the time of this report
 - xv. [Cloud9World - April Learn about Social Emotional Learning \(SEL\) with Cloud9World](#) - Scheduled No open rates at the time of this report
- b. If users have previously unsubscribed from receiving these emails, then you can re-subscribe or have other staff subscribe by visiting the following link <http://eepurl.com/gTsUCv>, choose the District-Building Contacts to receive Cooperative Purchasing emails about order deadlines and vendor

announcements. After submitting your subscription request, check your email, you may receive email from MailChimp requiring you to confirm this submission.

5. Additional Information & Meetings

- i. **Communications with the following vendors/organizations since last board meeting:** Renaissance, NWEA, Imagine Learning, CDW-G, Quill, The OrganWise Guys, Papillion La Vista, AEPA Huddle “Preparing for vendor round tables”, AEPA 025: Cybersecurity & Training Committee Meeting, AEPA Reporting Committee
- ii. **Conferences/Webinars/Trainings:**
 - 1. NETA – Nebraska Educational Technology Association
 - 2. Bonfire – Weekly training for Sourcing Software
 - 3. Class Intercom – AEPA implementation training