

## Data Service Center – eSM Solutions - Terms and Conditions

The Data Service Center and its member school districts are licensed users of eSM's web-based application. The submission of a bid using this application hereby acknowledges that the "Bidder" accepts the following terms and conditions.

1. All bids must be submitted electronically on the eSM website(<https://esmsolutions.com/>). If you need assistance in using the eSM application, you can contact eSM at 1-877-969-7246, select option 3, and an eSM representative will assist you. **A signed proposal form (listed as an attachment) must also be submitted electronically with your bid.**
2. All bids will be due at 2:00 PM on March 19, 2025.
3. Prior to being able to receive and respond to electronic bids, a vendor must register within the eSM application. Please contact the Data Service Center directly to initiate the process. Once you receive the registration notice, you can contact eSM at 1-877-969-7246, select option 3, and an eSM representative will assist you.
4. All data related to this bid is jointly owned by the Data Service Center and eSM.
5. All bid documents regarding this contract are available through eSM's web-based application and can be printed.
6. Pursuant to the contract(s) resulting from this bid, successful bidder(s) will be assessed a DSC administrative fee of 1.75% on all purchases made by the Participants. All invoices will be issued to the successful bidder(s), on behalf of DSC, by eSM. The successful bidder(s), by responding to this bid, agree(s) to remit the DSC administrative fee to eSM.

**CONTRACT PERIOD** - The contract shall apply to all purchase orders dated prior to June 30, 2026.

**QUANTITIES** - The quantities listed herein are estimates & the District's reserve the right to increase or decrease quantities to conform with final budget allowances is reserved.

**PURCHASE ORDERS** - Each school places formal purchase orders. With some exceptions orders are not consolidated for shipment to a central location. Purchase orders originate at each school and can be sent to the vendor at any time during the contract period. Vendors are not required to accept purchase orders for less than \$15.00.

MINIMUM ORDERS - Unless the bidder takes exception, minimum orders for having deliveries sent F.O.B. destination, are \$25.00. Taking extreme exception to this threshold may be cause for the complete rejection of your bid. Purchase orders for less than the thresholds may include reasonable freight costs.

AWARDING OF BIDS - The selection of the lowest qualified bidder for each line item is done by consensus of the bid review committee.

Low bids may be rejected for reasons stated below. Each school district awards contracts based on their initial requisitions.

#### REASONS FOR REJECTION OF LOW BIDS:

1. No sample submitted when required in the instructions.
2. No catalog or literature submitted for evaluation purposes.
3. Literature submitted is insufficient/vague.
4. Bid is non-specific/vague.
5. Size and/or quantity not as specified.
6. Previous experience with this product has been unfavorable.
7. Previous experience with this supplier has been unfavorable.
8. Total dollar amount of a potential award to this supplier, including this item, is relatively small and creates an added contract administrative cost deemed not to be in the district's best interests.
9. This item is part of a group which is to be awarded to the overall lowest qualified bidder.
10. Product bid is unknown to the review committee and must be thoroughly tested and proven over time for this particular application.
11. Other as stated:

DELIVERY - All orders above thresholds are to be sent F. O. B. delivered to each ordering school. Not all schools use every contract; for example, the high schools do not order Teaching Manipulative supplies and the elementary schools do not order Athletic supplies. Deliveries shall be completed within 2 weeks of receiving a purchase order, but not prior to July 1, 2024, unless otherwise stated by purchaser. If the delivery date cannot be met, the vendor must notify the school when the delivery will be made.

The approximate number of delivery locations, by district, is as follow

|          | s: ELEMENTARY |   |   | MIDDLESENIOR |
|----------|---------------|---|---|--------------|
|          | OTHER         |   |   |              |
| Colonial | 9             | 3 | 1 | 2            |
| Red Clay | 15            | 5 | 3 | 6            |

**PACKING LISTS/INVOICING** - Each and every delivery must have a packing list either attached to or enclosed in one of the cartons. All invoicing shall be clear, concise and correspond accurately with the corresponding packing lists and purchase orders. Any company that repeatedly demonstrates the inability to keep "paperwork" in order shall be precluded from bidding on future contracts.

**BACKORDERS / PARTIAL SHIPMENTS** - Backorders and partial shipments especially those "drop shipped" via common carrier or U.P.S. are frowned upon but will be tolerated only if they include a packing list. In deliveries that do not include packing lists the "proof of delivery" burden shall lie with the vendor. The Districts will not be responsible for making payment on deliveries that do not identify the purchase order and/or ordering agency.

**SAMPLES** - Many items on the bid form include the instruction to submit a sample. This applies if you are bidding on a brand of product other than what is exactly specified. Failure to submit a sample when required will be cause for rejection of your bid. Samples, properly tagged with the bid item number and the vendor's name, are to be delivered to the Data Service Center, c/o Central Bidding Department no later than the day that bids are due. It is the responsibility of the bidder to pick up any samples submitted for evaluation. Samples not picked up will be donated to the schools. The vendor must indicate on their samples if they plan on picking them up.

**CUSTODIAL SAMPLES** - All Custodial Samples must be delivered to Jim Evans and/or Tim Kane, Colonial School District, William Penn High School, 713 E Basin Road, New Castle, DE 19720.

**BID/PERFORMANCE/PAYMENT BONDS** - All bonds are hereby waived.