



Congratulations on receiving an award for the 2018 -2021 Software and Digital Services bid. The following outlines the next steps in the award process.

✓ **CONTRACT SIGNING: REVIEW AND SIGN** (President, CEO or designee) two (2) copies.

**RETURN one (1) fully executed copy by Friday, April 27, 2018, to:**

**REMC SAVE Bid Project**

2050 Kinawa Dr.  
Okemos, MI 48864

If you have any questions, please feel free to email us at [remcbids@remc.org](mailto:remcbids@remc.org).

Sincerely,

A handwritten signature in cursive script that reads 'Nancy Corner'.

Nancy Corner  
Project Director

A handwritten signature in cursive script that reads 'Erik Drake'.

Erik Drake  
Project Coordinator

Attachment B



April 11, 2018

Smita Das  
CDWG  
120 S Riverside  
Chicago, IL 60606

Dear Smita:

This letter serves as CDWG's Notice of Award for the REMC SAVE Software and Digital Services Bid. The REMC Association Board of Directors voted on March 13, 2018, to approve a contract with your company. The contract term is July 1, 2018 – June 30, 2021. We project the sales for the 41 awarded items will be \$26,131,882 over this contract term. The award is approved in accordance with the terms and conditions set forth in the original solicitation and your bid response with any subsequent clarification and verification documents. All purchases made through this contract will be placed by and shipped to the various REMC customers throughout the state of Michigan.

**Nancy Corner**  
PROJECT DIRECTOR

**Erik Drake**  
PROJECT COORDINATOR

## 2018 REMC SOFTWARE AND DIGITAL SERVICES CONTRACT

This 2018 **REMC SOFTWARE AND DIGITAL SERVICES CONTRACT** (the "Contract") is entered into as of this 10th day of April, 2018, by and between REMC Association of Michigan (herein referred to as REMC Association), whose address is 2050 Kinawa Dr., Okemos, MI 48864 and CDWG, a corporation whose address is 120 S Riverside Chicago, IL 60606 (the "Vendor"). REMC Association and Vendor may each be referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

REMC Association issued an Invitation to Bid (ITB) for Software and Digital Services dated January 17, 2018, as amended by the Addenda dated February 1, 2018, and February 7, 2018, (collectively the "ITB"), the purpose of which was to obtain Bids from qualified Bidders in order to achieve aggregated, high-volume contract pricing for software, digital resources, digital services and related products and services ("Products") for all Eligible Agencies.

- A. Whereas, in response to the ITB, Vendor submitted to REMC Association a Software and Digital Services Bid dated February 14, 2018 ("Vendor's Bid") to provide Products contemplated by the ITB.
- B. On March 13, 2018, REMC Association approved Vendor's Bid for the prices indicated on Attachment A which is attached hereto and incorporated herein by reference.
- C. The Parties agree that certain terms, conditions, and provisions of the ITB may be further clarified and that certain additional terms and conditions may need to be expressly set forth by way of this contract.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

#### I. REINSTATEMENT CONSTITUTES THE CONTRACT

- A. **Incorporation by Reference.** The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the ITB, all Addenda to the ITB, Vendor's Bid and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the ITB negotiation process do not correspond with the ITB.
- B. **Order of Precedence.** The Contract Documents, which are all incorporated herein by reference, include the following:
  - 1) This Contract, including all Attachments hereto
  - 2) The ITB; and
  - 3) Vendor's Bid

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the Exceptions contained in the Vendor's Bid are not expressly accepted by REMC Association in writing and incorporated into this Contract.

#### II. CONTRACT TERM

- A. **Term.** The term of this Contract shall begin and end on the dates contained in the REMC Association's Bid Award Letter to Vendor.



### III. PRICING AND ADMINISTRATIVE FEE

- A. **Pricing.** As outlined in the ITB, all Vendor Pricing is based on a discount off the current Educational List Price Schedule applicable to Eligible Agencies and such discount(s) are confirmed in Vendor's Products Pricing Form attached hereto as **Attachment A** and REMC Association's Bid Award Letter To Vendor which is incorporated herein by reference and attached hereto as **Attachment B**.
- B. **Administrative Fee.** As outlined in the ITB, Vendor must pay an Administrative Fee of one percent (1.0%) to the REMC SAVE fiscal agent, currently Ingham Intermediate School District, for Products awarded under the ITB and contained in **Attachment A**. The Administrative Fee shall be submitted quarterly and is based on the actual sales of all Products reported quarterly to REMC SAVE by Vendor. The Administrative Fee is included in Vendor's Bid pricing.

### IV. CONTRACTUAL TERM AND CONDITIONS

- A. **General Indemnification.** Vendor agrees to indemnify, defend and hold harmless REMC Association, its Board of Directors, in their official and individual capacities, REMC SAVE Project staff, Eligible Entities and Customers, their respective Boards of Education, in their official and individual capacities, administrators, employees, agents, successors and assignees, from and against any and all claims, costs, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expense and damages, including actual attorney's fees and actual expert witness fees arising out of the: (i) negligent acts or willful misconduct of the Vendor, its officers, directors, employees, successors, assignees and agents; (ii) any breach of the terms of this Contract by Vendor, its officers, directors, employees, successors, assignees and agents; or (iii) any breach of any representation or warranty or representation by Vendor, its officers, directors, employees, successors, assignees and agents under the Contract. REMC Association agrees to notify Vendor by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification.
- B. **Intellectual Property Indemnification.** Vendor warrants that its provision of Products or performance of its services under this Contract does not infringe on or violate any copyright patent, trade secret or other property interest of a third party. Vendor agrees to indemnify, defend and hold harmless REMC Association, its Board of Directors, in their official and individual capacities, REMC SAVE Bid Project staff, Eligible Entities and Customers, their respective Boards of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, ("The Members") from and against any and all liabilities, damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against The Members and/or arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from The Members' use of any Products, software, technology, documentation and/or any other materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format provided by Vendor under this Contract; provided that Vendor is notified in writing within thirty (30) days from the date The Members knew of such claim. The Members retain the right to offset against any amounts owed Vendor hereunder or any such monies expended by the Members in defending themselves against such claims. The Vendor shall comply with any and all Federal and State laws, rules, regulations, ordinances, policies applicable to the provision of Products under this Contract.
- C. **Suspension/Debarment.** The Vendor warrants that it has not been suspended or debarred from doing business with the federal government and does not appear on SAM (System for Award Management) as an Excluded Party.

### V. MISCELLANEOUS

- A. **Governing Law.** The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Ingham County, Michigan.
- B. **Taxes.** Vendor is responsible for sales taxes and any other applicable taxes related to Products provided under this Contract.
- C. **Assignment.** The Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent



shall not be unreasonably withheld, and any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

- D. **No Waiver.** No waiver of any term or condition of this Contract shall be valid or binding on either Party unless the same shall have been mutually assented to in writing by both Parties. The failure of either Party to enforce at any time any of the provisions of this Contract, or the failure to require at any time performance by the other Party of any of the provisions of this Contract, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter.
- E. **Severability.** If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- F. **Independent Contractor; No Joint Venture.** It is expressly agreed that Vendor is acting hereunder as an independent contractor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.
- G. **Modifications.** No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.
- H. **Notices.** Unless otherwise provided in this Contract, all notices, requests, demands and other communications shall be provided in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Either Party may from time to time designate any other address for this purpose by providing written notice to the other Party.

**To REMC Association.** All required notices to the REMC Association shall be delivered to REMC SAVE Bid Project, 2050 Kinawa Dr., Okemos, MI 48864.

**To the Vendor.** All required notices to the Vendor shall be delivered to 120 S Riverside, Chicago, IL 60606

REMC ASSOCIATION OF MICHIGAN

By:

JRD/autm

Its:

PRESIDENT

Date:

4-10-2018

CDWG

By:

Tara K. Barbieri

Its:

Tara K. Barbieri  
Director, Capture

Date:

24 April 2018