



INVITATION TO BID (ITB)
2026-28
NETWORKING & SECURITY

TABLE OF CONTENTS

SECTION 1 - OVERVIEW/PURPOSE/SCOPE	5
1.0 INTRODUCTION	5
1.001 SCOPE OF BID	5
1.002 PRODUCT SPECIFICATIONS	5
1.003 PRODUCT CATEGORIES	6
1.004 ANTICIPATED TIMELINE	6
1.005 BID SUBMISSION DEADLINE AND BIDDING REQUIREMENTS	6
1.006 NO-COST VALUE ADDS (OPTIONAL)	8
1.1 SERVICE CAPABILITIES	9
1.101 COMMUNICATION PLAN / CONTRACT MANAGEMENT	9
1.102 ACCOUNT REPRESENTATIVES	10
1.103 STAFFING	10
1.2 ORDER / DELIVERY / REPORTING / CUSTOMER SERVICE	10
1.201 GENERALLY	10
1.202 ORDERING PROCESS CAPABILITIES	10
1.203 MINIMUM ORDER REQUIREMENTS	10
1.204 DELIVERY CAPABILITIES / OPTIONS	10
1.205 DELIVERY TIME FRAMES	11
1.206 PACKAGING REQUIREMENTS	11
1.207 RETURN POLICY	11
1.208 RESTOCKING FEES	11
1.209 SHIPPING ERRORS	11
1.210 DEVICE SOURCING (Computers ITB ONLY)	11
1.211 ACCEPTANCE TESTING (Systems requiring implementation services ONLY)	11
1.212 PAYMENT AFTER IMPLEMENTATION (Systems requiring implementation services ONLY)	12
1.213 ADVANCE/AGGREGATED PAYMENTS	12
1.214 SUPPORT SERVICES (Cloud-based and Software as a Service ONLY)	12
1.3 PRICING	12
1.301 PRICE GUARANTEE	12
1.302 PAYMENT TERMS	13
1.303 QUANTITY TERM	13
1.304 REBATES AND SPECIAL PROMOTIONAL CAPABILITIES	13
1.305 STATEWIDE AGGREGATED PRICING (Software & Digital Services ITB ONLY)	13
1.306 DEVICE PURCHASING PRICING (Computers ITB ONLY)	13
1.307 E-RATE PRICING (Networking & Security ITB ONLY)	13
1.4 MARKETING PLAN	14
1.5 ADMINISTRATIVE FEE	14
1.6 Authorized Reseller Relationships	14
1.7 Contract Transition - Existing Customers (Subscription Based Products ONLY)	15
SECTION 2 - General Terms and Conditions	16
2.0 CONTRACT STRUCTURE AND ADMINISTRATION	16
2.001 INTRODUCTION	16
2.002 GENERAL PURPOSE	16
2.003 GLOSSARY TERMS AND DEFINITIONS	16
2.004 ATTACHMENTS AND APPENDICES	18
2.005 CONTRACT AND PURCHASE ORDERS	18

2.1 LEGAL EFFECT AND TERM	18
2.101 BIDS DUE	18
2.102 REMC CONTRACT TERM AND SURVIVABILITY	18
2.103 SCOPE OF CONTRACT/ORDER OF PRECEDENCE	18
2.104 EXTENSION REQUESTS	19
2.2 VENDOR RESPONSIBILITIES	19
2.201 VENDOR REQUIREMENTS	19
2.202 QUARTERLY REPORTING	20
2.203 ADMINISTRATIVE FEES	20
2.204 MEDIA RELEASES AND MARKETING MATERIALS	20
2.205 WEB SITE INCORPORATION	20
2.206 COVENANT OF GOOD FAITH	20
2.207 TAXES	20
2.208 NOTIFICATION OF OWNERSHIP	20
2.209 NOTIFICATION OF BANKRUPTCY OR INSOLVENCY	21
2.210 INSURANCE	21
2.211 ONSITE CONTRACTORS	21
2.3 QUALITY, WARRANTIES, AND REPRESENTATIONS	21
2.301 GENERALLY	21
2.302 PRODUCT SPECIFICATIONS	21
2.303 QUALITY ASSURANCE	22
2.304 INSPECTION AND TESTING	22
2.305 GENERAL WARRANTIES	22
2.306 BREACH OF CONTRACT	22
2.307 CONSEQUENCES FOR BREACH	22
2.308 NOTICE AND THE RIGHT TO CURE	22
2.309 REMEDIES UPON DEFAULT	23
2.310 TERMINATION	23
2.311 RIGHTS UPON TERMINATION	24
2.312 EXPIRATION ASSISTANCE	24
2.313 ASSIGNMENT	24
2.4 CONTRACT CHANGES	24
2.401 CHANGES	24
2.402 CHANGES SUBSTANTIATION	24
2.403 APPROVALS	24
2.5 Training	24
2.6 Microsoft Volume License Management (Microsoft ONLY)	24
2.7 E-Rate (Networking and Security ITB, E-RATE ONLY)	25
2.701 E-RATE GLOSSARY TERMS AND DEFINITIONS (SEE ALSO SECTION 2.003)	25
2.702 VENDOR E-RATE COMPLIANCE	26
2.703 MINI-BIDS AND SECONDARY EVALUATIONS	27
2.704 EQUIPMENT-ONLY ORDERS	27
2.705 INSTALLATION SERVICES	27
2.706 INVOICING	28
2.707 DOCUMENTATION AND INVOICING CONTROLS	28
SECTION 3 - Bidding / Evaluation / Award Process	29

3.0 INTRODUCTION	29
3.001 CONFIDENTIALITY	29
3.002 BIDDING ELIGIBILITY	29
3.003 AFFIDAVIT OF COMPLIANCE – IRAN ECONOMICS SANCTIONS ACT	29
3.004 LOBBYING ACTIVITIES	29
3.005 DEBARMENT	30
3.1 BIDDING PROCESS AND BID DETAILS	30
3.101 BIDDING RESPONSIVENESS	30
3.102 EXCEPTIONS	30
3.103 EFFICIENT BID	30
3.104 PRICE AND NOTATIONS	30
3.105 PRODUCT NUMBERING	31
3.106 CONTRACT PIGGYBACKING	31
3.107 AUTHORIZED RESELLER RELATIONSHIPS	31
3.2 BID DETAILS	31
3.201 BID FORMAT	31
3.202 SAMPLES/MODELS	32
3.203 DEMONSTRATION DEVICE REQUIREMENT (COMPUTERS ITB ONLY, MOBILE DEVICES ONLY)	32
3.204 ORAL PRESENTATIONS/DEMOS/PRODUCT EVALUATION	33
3.3 EVALUATION CRITERIA	33
3.301 GENERALLY	33
3.302 COMPANY INFORMATION/CAPABILITIES	33
3.303 PRIOR EXPERIENCE/PAST PERFORMANCE	33
3.304 STAFFING (SEE ITB SECTIONS 1.1, 1.201)	33
3.305 PRODUCT QUALITY (SEE ITB SECTIONS 1.002, 2.3)	33
3.306 SERVICE CAPABILITIES (SEE ITB SECTIONS 1.1, 1.2, 2.202)	33
3.307 DELIVERY CAPABILITIES (SEE ITB SECTIONS 1.2)	34
3.308 PRICING (SEE ITB SECTION 1.3)	34
3.309 MARKETING PLAN (SEE ITB SECTION 1.4)	34
3.310 COMPUTING DEVICES (Computers ITB ONLY, See ITB Section 3.203)	34
3.4 ADDITIONAL CONSIDERATIONS	34
3.401 FINANCIAL STABILITY	34
3.402 BID CLARIFICATIONS	34
3.403 COMPLETE BID	34
3.404 BEST AND FINAL OFFER (BAFO)	34
3.405 RELEASE OF CLAIMS	35
3.5 EVALUATION AND AWARD PROCESSES	35
3.501 GENERAL EVALUATION INFORMATION	35
3.502 EVALUATION PROCESS	35
3.503 AWARD RECOMMENDATIONS	35
3.504 AWARD RECOMMENDATION PROTEST POLICY	35
3.505 CONTRACT AWARDS	36

SECTION 1 - Overview/Purpose/Scope

1.0 Introduction

1.001 SCOPE OF BID

This Invitation to Bid (ITB) serves as a formal request to prospective Bidders to establish statewide aggregated, high volume contract pricing for **Networking & Security**. This ITB contains or incorporates defined Specifications, Scope of Work, all Contract requirements, terms and conditions. Awards may be made to one or more Bidders who represent the best value for Eligible Agencies.

Bidders will submit written Bids by completing required documents and forms that demonstrate how they meet the Specifications and Contract requirements. Bidders may respond to any of the Product categories where they have substantive Product offerings.

All times referenced in this ITB and associated Bid documents are understood to be prevailing Eastern time unless explicitly stated otherwise.

The following information is provided to help Bidders estimate potential sales volume in Michigan. REMC SAVE cannot guarantee any dollar volume.

2024-25 Michigan K-12 School Data

Total Students Enrolled: 1,427,386

Public School Districts: 536

Intermediate School Districts (ISDs)/Educational Service Agencies (ESAs): 56

Public School Buildings: 2,945

Public School Academies (PSAs/Charter Schools): 372

Non-public Schools (Private/Parochial): 625

Michigan Library Data

Public Library Systems (Administrative Entities): 396

Total Library Outlets (Main Libraries & Branches): ~650

1.002 PRODUCT SPECIFICATIONS

A. Product Specifications

All Products bid by Bidder shall be certified as new and unused. Top-of-the-line Products offered by nationally recognized manufacturers are desired. It is Bidder's responsibility to ask questions, pursuant to Section 1.005F, if any Specifications or suggested comparable equivalent Products/brands require clarification.

B. Deviations from Product Specifications

Any and all Bid deviations from Product Specifications shall be noted on the Response Form in the applicable column. Product Specification sheets and warranty information (where applicable), are to be submitted with each Bid.

C. Competition Promoted

It is REMC SAVE's intent that this ITB promotes competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, material, equipment or Products requested in this ITB are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. REMC SAVE, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent Products/brands submitted by Bidder meet the Specifications contained in this ITB and possess equivalent and/or better qualities. It is Bidder's responsibility to notify REMC SAVE in writing if any Specifications or suggested comparable equivalent Products/brands require clarification by REMC SAVE prior to the Due Date for Bids.

D. Domestic Preference

To the greatest extent practicable, it is the intent of this ITB to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

E. Procurement of Recovered Materials

Each Bid and all Products shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as set forth in 2 CFR 200.323.

1.003 PRODUCT CATEGORIES

REMC SAVE solicits bids for the following bid groups: Computers; Copy Paper; Network & Security; Software & Digital Services; School & Office Supplies; and Technology & Furniture.

The following Products are included in this ITB. Detailed Specifications are listed on the Response Form.

Both E-Rate eligible and ineligible products and services are covered by this ITB: Physical Security and Network Components including: Network & Data Center Hardware & Software, Storage, Servers, Routers, Switches, Wireless (including Bus Wifi), Unified Communications (VoIP), Network Security (Firewalls and Unified Threat Management), Power Management, Building Access Controls, Video Security, Threat Detection, Copper and Fiber Cabling & Installation, Training, Networking & Security Catalog Discount and related hardware, accessories and services including Installation, Basic Maintenance of Internal Connections (BMIC) and Managed Internal Broadband Services (MIBS)

Accessories bid shall be directly related to the Product the accessory is bid for.

1.004 ANTICIPATED TIMELINE

Issuance of this ITB	May 28, 2026
Prebid webinar	June 4, 2026 at 2:00 PM
Deadline for Bidder's Application (See Section 3.002)	June 10, 2026
Deadline for Written Requests for Clarification	June 12, 2026 at 11:59 PM
REMC SAVE's Responses to Written Requests for Clarification	June 15, 2026
Final Response Forms Posted	June 15, 2026
Deadline for Profile and Marketing Plan (See Sections 1.4 & 3.201)	June 25, 2026 at 11:59 PM
DUE DATE FOR SEALED BIDS	July 13, 2026 at 10:00 AM
Public Bid Opening	July 13, 2026 at 10:30 AM
Date of Bid Award	September 8, 2026
Sales Reports Due	Quarterly, Final report due October 30, 2028
Products delivered to Eligible Agencies	30 days after end of Contract Term or E-Rate Service Delivery Deadline for E-Rate Purchases Only
Contract Term	October 1, 2026 - September 30, 2028

PLEASE NOTE: REMC SAVE reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

1.005 BID SUBMISSION DEADLINE AND BIDDING REQUIREMENTS

- A. The due date for receipt of Bids is: July 13, 2026, 10:00 AM (the "Due Date").
- B. **Late Bids:** Bidder is responsible for submission of its Bid. Bids or Bid revisions received after the Due Date and time will not be accepted or considered. The Members are not liable for any submission delays.
- C. **Signed Bid:** Each Bid shall be signed by Bidder's President/CEO. If someone other than the President/CEO signs, then a designation of authority letter shall be included. NO HARD COPY, ORAL, FAX or E-MAILED Bids will be accepted. Each Bid shall be submitted on the Bid Forms attached to this



ITB (see ITB Section 3.201).

- D. All submitted Bids shall be publicly opened in a virtual meeting (no in-person attendance). No immediate decision will be rendered. **Opening of Bids: July 13, 2026 at 10:30 AM**, and any interested parties may register to watch via Zoom:
<https://bit.ly/saveopennetwork>
- E. **E-Mail Clarifications:** REMC SAVE intends to communicate with Bidders via e-mail (e.g., ITB Clarifications and Addenda). Except for the delivery of the Bid itself, references in this ITB to “written” form of communications include e-mail. However, most electronic communications permitted or required will be through the Vendor Center.
- F. **Additional Requests for Clarification:** Prospective Bidders may request that REMC SAVE clarify information contained in this ITB. All such requests shall be made in writing via the Vendor Center. REMC SAVE will not respond to any Request for Clarification received after **June 12, 2026 at 11:59 PM**. REMC SAVE’s response to any Request for Clarification will be posted at the Vendor Center. No response will be made to any oral questions. It is each Bidder’s responsibility to check the Vendor Center prior to the ITB Due Date to ensure that it has received all of the information, including, but not limited to, all Clarifications and Addenda to this ITB.
- G. **Restrictions On Communication:** From the issue date of this ITB until a Vendor is selected and the selection announced, a prospective Bidder shall not communicate about the subject of this ITB or a Bidder’s Bid with The Members, except for additional Requests for Clarification in accordance with Section 1.005(F) above, or as otherwise required by applicable law. However, Bidders shall respond to direct follow-up questions sent to it by REMC Association or REMC SAVE. Any communication outside this process may result in disqualification and/or debarment.
- H. **Addenda to the ITB:** If it becomes necessary to revise any part of this ITB notice of the revision will be posted at the Vendor Center in the form of an Addendum. All Addenda shall become a part of this ITB. Each Bidder shall, in its Bid, acknowledge all Addenda which it has received, but the failure of Bidder to receive, or acknowledge receipt of, any Addendum and/or Clarifications shall not relieve Bidder of the responsibility for complying with the terms thereof.
- I. **ITB/Bid Information Controlling:** REMC SAVE intends that all Bidders shall have equal access to information relative to this ITB, and that this ITB contains adequate information. No information communicated, either verbally or in writing, to or from a Bidder shall be effective unless confirmed by written communication contained in an Addendum to this ITB, a Request for Clarification or other written response thereto, or in the Bid.
- J. **Finality of Decision:** Any decision made by REMC Association, including the selection of Vendor(s), shall be final.
- K. **Release of Claims:** Bidder, by submitting its Bid, releases The Members from any and all claims arising out of, and related to, this ITB process and selection of Vendor(s).
- L. **Bidder Bears Bid Costs:** A recipient of this ITB is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Bid, or otherwise responding to this ITB, or any negotiations incidental to its Bid or this ITB.
- M. **Irrevocability of Bids:** All Bids submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Bids set forth above.
- N. **Reservation of Rights:** REMC Association/REMC SAVE will evaluate the merits of all Bids submitted and reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this ITB), to accept or reject, in whole or in part, any or all Bids with or without cause. REMC Association/REMC SAVE further reserves the right to waive any irregularity or informality in the ITB process or any Bid, and the right to award the Contract to other than the low Bidder. REMC Association/REMC SAVE reserves the right to add or delete Products from the Bid, extend agreements, or change Vendors in order to best serve the Eligible Agencies. These changes will follow approved bidding laws. REMC Association/REMC SAVE may use the individual Product cost, the sum of groups of Products, may group similar Products, and/or total cost of ownership, to evaluate prices and award Bids.



REMC Association/REMC SAVE reserves the right to request additional information from any or all Bidders. REMC Association also reserves the right to select one or more Vendors to award the Bid to under this ITB. In the event a Bidder's Bid is accepted by REMC Association and the Vendor asserts Exceptions, special considerations or conditions after acceptance, REMC Association, in its sole and absolute discretion, reserves the right to reject the Bid and award the Contract to another Bidder.

- O. **Prebid Webinar:** A highly recommended prebid webinar will be held on June 4, 2026 at 2:00 PM for the purpose of reviewing the ITB documents and submittal process. Some questions asked during the webinar may be referred and answered via the Vendor Center. Failure to attend the prebid webinar shall not excuse any error or omission on the part of the Bidder.

Topic: Networking & Security pre-bid

Date: June 4, 2026 at 2:00 PM

Zoom Registration Link: <https://bit.ly/saveprebidnetwork>

Webinar recordings are available on REMC MiStreamnet: <https://www.eduvision.tv/l/?emDOmge>.

1.006 NO-COST VALUE ADDS (OPTIONAL)

Bidders are strongly encouraged as part of Bidder's Bid to include optional value-adds at no cost to REMC Association (no-cost value-adds) for the support of instruction and the use of instructional technology in the classroom.

For the purpose of this section, value adds are defined as no cost value adds provided to the REMC Association, not directly to customers. Value adds provided directly to specific customers that purchase from REMC SAVE awarded contracts, value adds that are provided directly to all REMC customers regardless of purchase, and resources available to any Vendor customer regardless of REMC SAVE contract are not considered statewide value adds for the purpose of this section.

For-fee products and services that are included at no cost to the REMC Association fall within the scope of value adds as defined in this section.

Value-adds are not intended to increase the bid price of items to Customers (no-cost). Value adds are intended to leverage outside resources such as: manufacturer supports, partnerships, marketing, R&D funds, philanthropic divisions, etc.

Bidders proposing no-cost value adds shall describe such value adds in detail, and a reasonable, estimated dollar value shall be provided. Only include statewide value adds as defined in this section.

During initial review, REMC SAVE at its sole discretion may evaluate proposed value-adds. REMC SAVE reserves the right to accept or reject, in whole or in part, Bidder's proposed value-adds. If accepted, value-adds may be considered as part of the Technical Evaluation.

Value-adds become accepted upon award of the Bid items for which the value-adds were proposed.

All accepted value-adds shall be provided to and managed by REMC Association in aggregate (i.e., not provided directly to individual Customers purchasing items). Bidder shall not indicate to any Customer that any portion of the proposed value-adds will be provided to Customer directly. Vendor shall not indicate to any Customer that any portion of the accepted value-adds will be provided to Customer directly.

Following is a list of types of value-adds the REMC Association may consider. This list is not intended to be comprehensive, exhaustive, or exclusive:

- A. Statewide training, professional development or professional development support. Professional development shall be coordinated with the Association, including delivery, content, and format. This could include in-person trainings at local REMC centers by approved trainers.
- B. Webinars, training and web resources that extend beyond free or introductory basics may be considered, but shall be specific and tailored to Michigan participants. Vendor will work in coordination with REMC Association for promotion, distribution, and management. Vendor shall provide sufficient staffing for successful implementation.



- C. Support for statewide initiatives of REMC Association, e.g., OER hub support, micro-credentialing evaluators, training for technology support staff in topics like VR and AI, consulting expertise, etc.
- D. Extended price discounts for awarded computing devices and related items to staff, students, and family purchases.

Items or services bundled with Product bid shall be itemized in the Accessories Included column of the Bid Response Form. Such bundled items (e.g. software, cases, warranties, premium subscriptions, cloud platforms, etc) are not considered value-adds for the purpose of this section. Likewise, bundled items or services provided directly to Customer (i.e., not provided to REMC Association in aggregate) are not considered value adds for the purpose of this section.

Value-add volume and value shall be calculated each quarter once the sales report has been submitted, audited, processed and accepted. Value-adds accrue through a rolling window of value-add earning and use, i.e. value-add accrued in quarter 1 will be used prior to value add accrued in quarter 3. REMC Association shall have a minimum of 18 months from the end of the quarter earned to use the accrued value-add.

REMC Association reserves the right to assign or distribute accrued value-adds to support other REMC partner organizations.

Networking & Security E-Rate bids only - Consistent with FCC E-Rate competitive bidding requirements and USAC's Free Services Advisory, Vendors shall not offer, provide, advertise, or imply the availability of free products, services, equipment, licenses, subscriptions, training, support, rebates, credits, or other things of value directly to any E-Rate applicant or Customer in connection with an E-Rate-funded purchase, except as expressly permitted under FCC E-Rate rules. Accepted value-adds must not be used to reduce, offset, rebate, or otherwise satisfy any Customer's required non-discount share or other payment obligation.

NOTE TO BIDDER: IN NARRATIVE RESPONSE TO THIS ITB AND AS PART OF YOUR BID, DESCRIBE IN DETAIL HOW YOUR COMPANY WILL HAVE THE CAPABILITY AND CAPACITY TO MEET THE REQUIREMENTS OF THIS SECTION INCLUDING ANY PARTNERSHIPS THAT MAY BE USED TO IMPLEMENT THE PROPOSED VALUE-ADD. INCLUDE ONLY STATEWIDE VALUE ADDS AS DEFINED.

1.1 Service Capabilities

1.101 COMMUNICATION PLAN / CONTRACT MANAGEMENT

Bidder shall identify, separate from their Profile, their company standards of communication as they relate to Contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

NOTE TO BIDDER: IN NARRATIVE RESPONSE TO THIS ITB AND AS PART OF YOUR BID, DESCRIBE HOW YOUR COMPANY WILL HAVE CAPABILITY AND CAPACITY TO MEET THE REQUIREMENTS OF THIS SECTION.

1.102 ACCOUNT REPRESENTATIVES

Bidder shall identify the primary account representatives who will be responsible for the performance of a resulting Contract. This information shall be provided through the Vendor Center by assigning the role of "project staff". Additional roles shall be assigned in the Vendor Center to those responsible for "customer service", "reporting", and "invoicing".

1.103 STAFFING

Bidder shall provide adequate staff to properly service the Contract throughout the Contract Term.

1.2 Order / Delivery / Reporting / Customer Service

1.201 GENERALLY

Bidder shall identify their ordering/customer service capabilities as part of the Profile.

The Vendor shall have the capacity to receive orders electronically, by phone, and by written order. The Vendor agrees to have internal controls to ensure that authorized individuals place orders.

It is preferred that the Vendor have a Product Order Form and an accessible customer service department

with an individual (not a call center) specifically assigned to Eligible Agencies. This information shall be provided through the Vendor Center by assigning the role of “customer service.” Customer inquiries should be responded to within 48 hours or two (2) business days.

1.202 ORDERING PROCESS CAPABILITIES

Eligible Agencies will issue purchase orders (POs) directly to Vendors. Vendors shall consider all orders from Eligible Agencies in Michigan to be REMC SAVE orders whether or not the PO makes any reference to REMC SAVE, unless specifically directed otherwise by the Eligible Agency. Issuance and order placement by a Customer hereby incorporates all of the ITB and Contract terms and conditions and supersedes other terms and conditions that conflict on the PO. Resulting orders are to be shipped and billed directly to Customers.

Multi-Point Orders – Multi-point orders are orders placed with multiple ship-to locations. Failure to honor multi-point orders may result in cancellation of the Contract and dropping the Vendor from future Bids.

Order Verification – Customers requesting order verification will provide a name, email address, phone number or fax number on the PO.

All Products furnished must be in conformity with the Specifications and will be subject to inspection and Product Acceptance by the individual Customers after delivery. The right is reserved to reject and return at the risk and expense of the Vendor such portion of any shipment which may be defective or fails to comply with Specifications, without invalidating the remainder of the order.

Contract order and PO numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and on all correspondence.

NOTE TO BIDDER: IN NARRATIVE RESPONSE TO THIS ITB AND AS PART OF YOUR BID, DESCRIBE HOW YOUR COMPANY WILL HAVE CAPABILITY AND CAPACITY TO MEET THE REQUIREMENTS OF THIS SECTION.

1.203 MINIMUM ORDER REQUIREMENTS

Bidder must report any overall minimum order amounts on the Profile and any product specific minimum orders on the Response Form.

1.204 DELIVERY CAPABILITIES / OPTIONS

Bidder shall identify its delivery capabilities as part of the Narrative Response.

Special Delivery Options - Identify any alternate delivery services, limitations, and premiums associated with options beyond the minimum delivery requirements specified in section 1.301H.

Summer Deliveries - Deliveries in the summer months must be coordinated with each Customer. Many schools are closed during the summer.

NOTE TO BIDDER: IN NARRATIVE RESPONSE TO THIS ITB AND AS PART OF YOUR BID, DESCRIBE HOW YOUR COMPANY WILL HAVE CAPABILITY AND CAPACITY TO MEET THE REQUIREMENTS OF THIS SECTION.

1.205 DELIVERY TIME FRAMES

It is requested that all orders be delivered by category with the following timeframes as identified below:

- A. Supplies: 2-3 business days ARO
- B. Furniture: 15-30 days ARO
- C. Technology: 7-14 days ARO
- D. Software: 24 hour download
- E. Digital Services: varies

Vendor must notify REMC SAVE of any service interruptions or allocation restrictions within two business days of the Vendor's notification from the manufacturer.

1.206 PACKAGING REQUIREMENTS

It is a requirement that the Vendor provide commercial grade packaging capabilities. Copy Paper shipments shall be palletized whenever possible.

1.207 RETURN POLICY

Bidder's return policy must be submitted as part of the Profile and the Narrative Response. Dead on Arrival

(DOA) units will be replaced or repaired under warranty, based upon each Customer's request, without cost to the Customer including the return shipping. Filing damage claims will be the Vendor's responsibility after notification by Customer. We suggest that companies include instructions for Customers that detail return policies and processes and whom they need to contact regarding DOA and transit-damaged Products.

NOTE TO BIDDER: IN NARRATIVE RESPONSE TO THIS ITB AND AS PART OF YOUR BID, DESCRIBE HOW YOUR COMPANY WILL HAVE CAPABILITY AND CAPACITY TO MEET THE REQUIREMENTS OF THIS SECTION.

1.208 RESTOCKING FEES

A restocking fee may only be charged on Products ordered and that have been delivered. Restocking fees in excess of 15 percent will not be allowed. Restocking fees may be waived at the option of the Vendor.

1.209 SHIPPING ERRORS

Products shipped in error shall be returned at the expense of the Vendor.

1.210 DEVICE SOURCING (Computers ITB ONLY)

It is required that the Bidder provide the following information or respond N/A if not applicable.

- A. List the distributors to be used for the items bid.
- B. Provide your credit limit with each distributor listed.
- C. Indicate whether you intend to buy devices in advance. If so, indicate what levels of awarded device inventory you intend to warehouse and when.

NOTE TO BIDDER: IN NARRATIVE RESPONSE TO COMPUTERS ITB ONLY AND AS PART OF YOUR BID, DESCRIBE HOW YOUR COMPANY WILL HAVE CAPABILITY AND CAPACITY TO MEET THE REQUIREMENTS OF THIS SECTION.

1.211 ACCEPTANCE TESTING (Systems requiring implementation services ONLY)

Upon completion of implementation of the Product, the Customer, shall conduct an acceptance inspection of the Product. If the Customer determines that the Product complies with the requirements of the Contract, the Customer shall notify the Vendor that the Product has been accepted. If the Customer determines that all or any portion of the Product does not conform to the requirements of the Contract, the Customer shall reject such nonconforming portion by notifying the Vendor in writing of such rejection within thirty (30) days of implementation.

Upon rejection by the Customer, the Vendor shall have ten (10) days to provide acceptable evidence of arrangements to remedy the basis for rejection. If the Vendor remedies the basis for rejection, the Vendor shall notify the Customer in writing. The Customer shall have an additional period to conduct an acceptance inspection of the previously rejected Product. If the Customer agrees to accept the Product, the Customer shall notify the Vendor in writing. If the Customer rejects the Product, the Customer shall notify the Vendor within a reasonable time, which shall not be more than ten (10) days. Such notice shall include the specific basis for rejection. Upon rejection, the Vendor shall refund any and all monies paid by Customer to Vendor for such Product.

The Product shall be defined to be finally accepted by Customer after meeting all requirements of the Customer. The Customer shall be the sole judge of whether all conditions for final acceptance have been met.

1.212 PAYMENT AFTER IMPLEMENTATION (Systems requiring implementation services ONLY)

Customer payment to Vendor will be made within 30 days of Product Acceptance pursuant to Section 2.5 of this ITB.

1.213 ADVANCE/AGGREGATED PAYMENTS

Bidder shall describe and specify any additional cost savings for any available Billing/Invoicing options that may decrease the overall cost such as advanced payment, invoicing at the ISD or consortium level rather than at the individual Eligible Agency level, etc.

NOTE TO BIDDER: IN NARRATIVE RESPONSE TO THIS ITB AND AS PART OF YOUR BID, DESCRIBE HOW YOUR COMPANY WILL HAVE CAPABILITY AND CAPACITY TO MEET THE REQUIREMENTS OF THIS SECTION.

1.214 SUPPORT SERVICES (Cloud-based and Software as a Service ONLY)

Bidder shall provide support services to Customers as required, and in order to maintain functional Product



deployments. Basic support services shall be provided without additional cost to Customers.

1.3 Pricing

1.301 PRICE GUARANTEE

- A. **Price Stability Guarantee** - Vendor must guarantee to provide the awarded Products and/or services at the rates provided in its Bid from quote through invoicing. Vendor agrees not to provide Products and/or services to any other Eligible Agencies at a price lower than the REMC Bid price at any time during the REMC Contract Term unless provided to all Eligible Agencies under the Contract, regardless of funding source unless otherwise specified in the Bid Specification (i.e., E-Rate funding of items on the Networking & Security ITB - see ITB Section 1.301E below).
- B. **Pricing Structure** – All Pricing for the awarded Products and/or services shall be discounted from Education List Price. Pricing shall be unit one pricing, including shipping - see ITB 1.301.H. High volume pricing may be provided where instructed on the Response Form.
- C. **Promotional Pricing** – Vendor may offer discounted promotional pricing for awarded Products and/or services during the REMC Contract Term. Upon promotion expiration, the pricing must return to previous item price and remain in compliance with the Price Stability Guarantee.
- D. **Device Purchasing pricing (Computer ITB ONLY)** - Vendors awarded Products on the Computer Bid will manage Device Purchasing pricing during the defined Device Purchasing window as a promotional price. Device Purchasing Price may be extended beyond the initial defined Device Purchasing window by submitting an Item Change request for SAVE approval. Extending the promotional price will not affect the weighted evaluation price.
- E. **E-Rate pricing (Networking & Security ITB ONLY)** - Bidder may submit two bid response forms: Networking and Security Non-E-Rate Response Form, and Networking and Security E-Rate Response Form applicable only to E-Rate funded purchases.

For E-Rate-funded purchases, Bidder's proposed and Vendor's awarded and invoiced E-Rate pricing must comply with the FCC's Lowest Corresponding Price requirements. Vendors shall not charge an E-Rate applicant a price above the lowest price that the vendor charges to similarly situated non-residential customers for similar services or equipment, unless an exception is permitted under FCC E-Rate rules.

- F. **Price Reduction Guarantee** – In the event of a price decrease during the REMC Contract Term, Vendor shall submit item change requests via the Vendor Center reflecting the lower price. Price decreases shall apply to all subsequent orders received by the Vendor after the date of the price reduction.
- G. **Catalog Discount Pricing** - Catalog discount pricing shall be based on a discount percentage from Education List Price. Percentage discounts shall not decrease for the REMC Contract Term. Catalog discount bid submissions must include: Education List Price, manufacturer(s), product categories, and range of percentage discounts. Complete price list must be submitted if required by ITB 3.201.H.
- H. **Free On Board (F.O.B.) – Delivered/Destination** (Required)
Prices shall be quoted "F.O.B. Delivered/Destination" to each Customer with transportation charges prepaid. Delivery/Destination will consist of dock, street-level, and/or lift-gate delivery methods as determined by the Customer. Other F.O.B. terms may not be accepted.
- I. **Free On Board (F.O.B.) – Delivered/Destination - Inside Delivery** (Optional)
Prices shall be quoted "F.O.B. Delivered/Destination – Inside Delivery" to each Customer with transportation charges prepaid. This option will require delivery inside the "Ship To" location as directed by the Customer. Bidders who offer this option shall indicate the cost of inside delivery.

1.302 PAYMENT TERMS

Vendor pricing must reflect Net 30 payment terms, including applicable F.O.B. Delivered/Destination shipping and handling charges to Customer.

1.303 QUANTITY TERM

Vendor agrees to supply the complete quantity and Products that each Customer requires. Historical sales volumes are provided on the Response Form.



1.304 REBATES AND SPECIAL PROMOTIONAL CAPABILITIES

All Bidders are encouraged to make manufacturer promotions, rebates and special pricing opportunities available to Eligible Agencies. REMC SAVE must approve promotional materials referring to REMC SAVE prior to release. Approved materials shall reference REMC SAVE, and the use of the REMC SAVE logo is strongly encouraged. REMC SAVE reserves the right at its sole discretion to approve, reject, or return for revision in whole or in part any proposed materials.

Guidelines for Vendor promotions for Awarded Products:

- A. Submit all promotions in PDF format for approval through the Vendor Center
- B. Identify REMC item number
- C. Identify REMC Awarded price
- D. Identify the savings amount
- E. Identify the final price
- F. Specify the time period in which a purchase must be made
- G. Identify the link to a rebate form (preferred) or provide the form

1.305 STATEWIDE AGGREGATED PRICING (Software & Digital Services ITB ONLY)

For proposals that include tiered pricing based on aggregated statewide sales volume, the tiers shall be determined July 1 each year of the Contract for all Eligible Agencies and applied to all subsequent Customer renewals.

NOTE TO BIDDER: IN NARRATIVE RESPONSE TO THIS ITB AND AS PART OF YOUR BID, DESCRIBE HOW YOUR COMPANY WILL HAVE CAPABILITY AND CAPACITY TO MEET THE REQUIREMENTS OF THIS SECTION.

1.306 DEVICE PURCHASING PRICING (Computers ITB ONLY)

Bidders shall submit a Bid price for the entire Contract Term. Bidder shall also submit a Device Purchasing Price effective for the Device Purchasing Window as defined in the Glossary of this ITB. Both prices are submitted via the Response Form and must be consistent with section 1.301. Prices will be weighted for bid evaluation, see section 3.308.

1.307 E-RATE PRICING (Networking & Security ITB ONLY)

Bidders submitting the Networking and Security E-Rate Response Form shall complete all required information including E-Rate eligibility percentages, categories and pricing. By submitting a proposal for the requested products and/or services, the vendor certifies that its proposed products and services comply with the FCC's 2019 Supply Chain Order, 47 CFR §§ 54.9 and 54.10 and FCC Covered List, which prohibit the use of E-Rate support for the purchase, obtaining, maintenance, improvement, modification, operation, management, or other support of equipment or services produced or provided by Huawei, ZTE, or any other covered company identified as posing a national security risk to the integrity of communications networks or the communications supply chain.

1.4 Marketing Plan

Bidders must submit a marketing plan that includes all the following:

- A. SAVE-specific marketing goals and objectives with target audiences defined.
- B. Methods, including proposed dates and locations.
- C. Marketing budget – specific to REMC SAVE awarded contract items, include manufacturer co-op opportunities.

The primary responsibility for marketing remains with the Vendor. Vendor shall make reasonable efforts to implement the marketing plan. REMC SAVE evaluates marketing plan implementation progress throughout the contract term. Failure to implement marketing plan will be considered in the next bid Technical Evaluation scoring.

Bidders proposing Value-Adds shall include in the Marketing Plan specific methods for marketing Value-Adds as permitted by Section 1.006.

1.5 Administrative Fee

Each Vendor must pay an Administrative Fee of one percent (1.0%) in accordance with the terms and conditions of the Contract. The Administrative Fee is calculated based on the quarterly report reflecting the actual sales of all Products and services (see ITB section 2.202). Invoices for the Administrative Fee will be issued upon auditing and acceptance of the report. No administrative fee payment should be made prior to Vendor's receipt of invoice. The Administrative Fee shall be submitted quarterly. Vendors shall comply with all



payment terms shown on the invoice. The Administrative Fee must be included in Bid pricing. The Administrative Fee is not negotiable and shall not be added as a separate line item on an invoice.

1.6 Authorized Reseller Relationships

- A. Bidders may propose the use of Resellers or partners; however, the Vendor shall remain solely responsible for its Resellers' performance under the terms and conditions of the Contract. This includes, but is not limited to:
 1. sales report information
 2. maintaining items in the Vendor Center
 3. keeping contacts current in the Vendor Center
 4. any violation of Terms and Conditions caused by Reseller(s)
 5. all marketing materials submissions and approvals
 6. any errors or omissions by Reseller(s).
- B. Management:
 1. REMC SAVE shall provide written notification to Vendor of approved Resellers under the Terms and Conditions of this ITB ("Authorized Reseller"). Vendor shall not use Resellers prior to notification receipt.
 2. Vendor may propose adding or removing a reseller during the contract term by making written request to REMC SAVE. REMC SAVE reserves the right to deny such requests.
 3. REMC SAVE may require removal of Reseller during Contract Term for cause.
- C. Requirements include:
 1. Any proposed Reseller must have an approved REMC Vendor Application on file.
 2. Proposed Resellers must meet a minimum of 30% of any required documented sales for applicable Bidder eligibility requirements listed in Section 3.002.
 3. REMC SAVE reserves the right to approve or reject in whole or in part any proposed Authorized Resellers proposed pursuant to this section.
 4. Bidder agrees to enter a written agreement with Authorized Resellers to meet ITB requirements. Vendor shall supply a copy of such executed agreements upon REMC SAVE request.
 5. For awarded Contract Items, all Resellers must sell at the awarded Bid Price (see ITB section 1.301).
 6. For awarded catalog discounts, all Authorized Resellers must sell within the awarded discount range (see ITB sections 1.301.E and 2.201.B).
 7. Authorized Resellers must abide by the terms and conditions of Vendor's approved Vendor Profile applicable to Products purchased.
 8. For Networking & Security ITB E-Rate responses only, resellers must have a valid E-Rate SPIN.
- D. Narrative response:
 1. Briefly describe what your company requires from potential contractors to become an Authorized Reseller. Provide a proposed list of Authorized Resellers for this contract, along with any required sales volume from ITB section 1.6.C.2.
 2. Describe in detail how your company currently measures an Authorized Reseller's performance.
 3. Describe in detail the process for revoking a designation as a Reseller from an Authorized Reseller for issues related to Customer service, or other Authorized Reseller performance related issues.
 4. Describe in detail how your company will support and assist an Authorized Reseller in improving their performance and corrective action process.
 5. Describe in detail the process that your company uses to track and respond to issues and concerns from both your Authorized Resellers and from Eligible Agencies and Customers.
 6. Describe in detail how your company will track, report and verify sales from your designated partners and Authorized Resellers.
 7. For proposed catalog discounts, describe Authorized Reseller pricing structure, including detail about how Bidder will ensure Authorized Resellers will quote pricing compliant with awarded catalog discount discount range.
 8. Indicate whether Bidder intends to sell directly, through Authorized Resellers, or both.
 9. For Networking & Security ITB E-Rate responses only, provide Authorized Reseller's SPIN.

NOTE TO BIDDER: IF YOU ARE PROPOSING THE USE OF RESELLERS, IN THE NARRATIVE RESPONSE TO THIS ITB AND AS PART OF YOUR BID, PROVIDE THE INFORMATION REQUESTED IN THIS SECTION.

**1.7 Contract Transition - Existing Customers (Subscription Based Products ONLY)**

Upon renewal, all Eligible Agencies that are Bidders' customers shall be transitioned to the REMC Contract unless otherwise requested by the Customer.

NOTE TO BIDDER: IN THE NARRATIVE RESPONSE TO THIS ITB AND AS PART OF YOUR BID, DESCRIBE HOW YOUR COMPANY WILL HAVE CAPABILITY AND CAPACITY TO MEET THE REQUIREMENTS OF THIS SECTION.

SECTION 2 - General Terms and Conditions**2.0 Contract Structure and Administration****2.001 INTRODUCTION**

Bidders are strongly encouraged to read carefully each and every Section of this ITB including all Attachments. Failure to follow Bid Instructions and respond fully to requirements stated within this ITB may be grounds to disqualify the Bidder's Bid.

To receive consideration, Bids must be made in accordance with the following Instructions, and such Bids, and any awards made, shall be subject to all the terms and conditions contained in this ITB.

2.002 GENERAL PURPOSE

This ITB is to establish Contract pricing for Networking & Security for all Eligible Agencies. The Vendor will be required to furnish all Products and services that are ordered by Customers during the REMC Contract Term. Quantities specified, if any, are estimates based on prior purchases. The actual orders may vary. Orders for delivery will be issued directly to the Vendor by Eligible Agencies.

2.003 GLOSSARY TERMS AND DEFINITIONS

TERMS	DEFINITIONS
ADMINISTRATIVE FEE	One percent (1%) fee paid by Vendors to REMC SAVE's Fiscal Agent on all sales of Awarded Products to Eligible Agencies.
ARO	After Receipt of Order
AWARDED PRODUCTS	Products and/or services awarded to a Vendor through a Contract with REMC Association. Fixed Price Products together with Catalog Discounts comprise Awarded Products.
BEST VALUE	The Best Value method includes a combination of the lowest price, bid specification compliance, and Technical Score.
BID	Process used to solicit bids from Bidders to sell specified Products or services at a specified price.
BID EVALUATION	Process used to determine the best value Bid for acquisition of specified Products or services. This process compares prices, Specifications, and Technical Evaluation in determining the best value Bid.
BID SPECIFICATION NUMBER (BID SPEC)	A number assigned by REMC SAVE to uniquely identify Bid Specification. prior to Contract award. REMC Item Numbers are used post award.
BIDDER	Company, organization or other business entity submitting a Bid in response to this ITB.
BUSINESS OR EDUCATION CLASS EQUIPMENT	Equipment rated for business and/or educational use. Products intended for consumer-level use are not permitted.
CATALOG DISCOUNT	Discount percentage from Education List Price as specified on Response Form. This allows for introduction of new products through the contract cycle. Specific price list(s) are required to be submitted for catalog discount bids as directed in ITB 3.201.H.
CONTRACT	A binding agreement entered into by REMC Association and Vendor(s) resulting from a Bidder's Bid. Prices are good from October 1, 2026 - September 30, 2028.
CONTRACT PRICE	The price for a Product as Bid and awarded, including shipping. This price may not increase during the REMC Contract Term.
CONTRACT TERM (CUSTOMER)	The term beginning when the order is placed with the Vendor and ending with the later of Product Acceptance or warranty expiration.
CONTRACT TERM (REMC)	The term beginning on the Effective Date and ending September 30, 2028.
CUSTOMER	An Eligible Agency that places an order for Products with Vendor.
DEVICE	Equipment Product bid for REMC SAVE Computers ITB.



DEVICE PURCHASING PRICE	Promotional price bid by Bidder on Computers ITB effective during the Device Purchasing Window.
DEVICE PURCHASING WINDOW	The time period during which Device Purchasing pricing is applicable: April 1 to September 30 during the Contract Term for Contracts resulting from a Computer ITB.
EDUCATION LIST PRICE	The Price typically offered to an educational institution ordering one unit of a Product including shipping.
EFFECTIVE DATE	The beginning date of the REMC Contract Term identified in the Bid award letter.
ELIGIBLE AGENCIES	A Michigan school or agency eligible to purchase using REMC SAVE Bid Contracts: - Public, non-public and private schools (K-12, preschools) - Community Colleges, Universities and Colleges - Public Libraries and Museums (local, county, state) - State, County, and Local Government Agencies - Education 501(c)3 Non-profit organizations - Health care facilities
EVALUATION COMMITTEE	Representatives from across the State that will review Bids, evaluate results, factor in Specifications, gain experience with Products, solicit customer feedback and recommend Awarded Products.
EXCEPTION(S)	An instance that does not conform to a term, condition, specification or rule (stated or implied).
EXPIRATION	Except where specifically provided for in the Contract, the ending date of contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
FIXED PRICE PRODUCT(S)	Products individually bid and awarded at a fixed price. Fixed Price Products together with Catalog Discounts comprise Awarded Products.
LIST PRICE	Use Education List Price as defined above.
MEMBERS	REMC Association, its staff and Board of Directors, in their official and individual capacities, REMC SAVE staff, the REMC SAVE fiscal agent (currently REMC Association), Eligible Agencies and Customers, their respective Boards of Education, in their official and individual capacities, administrators, employees, committees, agents, successors and assignees
MSRP	Manufacturer's Suggested Retail Price. MSRP is not acceptable for use in responses to REMC SAVE ITBs unless it is the same as Education List Price.
OEM	Original Equipment Manufacturer
ORDER VERIFICATION	Notification to Customer that the order has been received.
PRELIMINARY AWARD NOTICE	REMC SAVE notice to Vendors recommended for award.
PRICE GUARANTEE	Written assurance that a Product or service will be provided at the specified Bid price (or lower) for the full Term of the Contract.
PRODUCT	Equipment, supplies, furniture, software/online applications/digital content licenses or services purchased by Customers through a Vendor.
PRODUCT ACCEPTANCE	The thirty (30) day time period given each Customer to accept the Products after delivery of the same in order to confirm that the Products meet the Specifications of this ITB and are operating properly and as intended.
PROFILE (VENDOR PROFILE)	Summary of customer service policies completed by Bidder in Vendor Center as part of a Bid response and used as part of the Technical Evaluation
REMC ASSOCIATION	REMC Association of Michigan
REMC CENTER	Regional Educational Media Centers located statewide in Michigan, and provide services locally including support for REMC SAVE, see REMC listing at www.remc.org .
REMC ITEM NUMBER	A number assigned by REMC SAVE to uniquely identify Vendor's Awarded Products, used in place of Bid Specification Numbers post-award.
REMC PRICE	The price for a Product as Bid and awarded, including shipping. This price may not increase during the REMC Contract Term.
REMC SAVE	The cooperative bidding service of REMC Association on behalf of all Eligible Agencies.
REMC SAVE WEB SITE	As used in this Bid, this is a reference to REMC SAVE Web Site URL:

	http://remcsave.org .
REMC SAVE COMMITTEE	Representatives from multiple REMC Centers who work with REMC SAVE to: review Bids, evaluate results, factor in Specifications, gain experience with Products, solicit Customer feedback, and make award recommendations.
SPECIFICATIONS	The requirements for each Product as detailed in this ITB, more specifically in the Bid Response Form.
TECHNICAL EVALUATION	The part of the Bid Evaluation that includes Profile, marketing, past performance, value-adds and customer evaluations.
TECHNICAL SCORE	The numerical score resulting from the Technical Evaluation used to determine Best Value.
TERMINATION (OR TERMINATE)	Ending all rights and obligations of REMC Association and Vendor, except for any rights and obligations that are due and owing.
TIERED PRICING	Prices for large quantity purchases. Volume tiers and benefits including lower price, additional warranty, no cost accessories.
VENDOR	Company awarded a Contract for furnishing Products to Eligible Agencies as a result of this ITB.
VENDOR CENTER	The online portal where Bidders submit electronic Bid documents and Vendors manage their Profile and Awarded Products. https://www.remcsave.org/vendor-center-home

2.004 ATTACHMENTS AND APPENDICES

All attachments and/or appendices attached to this ITB, or referencing the resulting Contract, are incorporated in their entirety into, and form part of resulting Contract.

2.005 CONTRACT AND PURCHASE ORDERS

The parties agree that the deliverables to be rendered by the Vendor pursuant to a Contract (and any future amendments thereto) will be defined and described in detail in each purchase order (PO) issued by Eligible Agencies under the Contract. Vendor shall perform in accordance with the Contract, or any amendment, including all purchase orders, considers this ITB legally binding and will require that this ITB and the Bidder's Bid be incorporated by reference into any subsequent Contract between the Vendor and REMC Association. It should be understood by the Bidder that this means that REMC Association expects each Bidder to satisfy all of the requirements and Specifications contained in this ITB.

2.1 Legal Effect and Term

2.101 BIDS DUE

Sealed Bids are due **July 13, 2026 at 10:00 AM** through the REMC SAVE Bid Center at <https://remcsave.org/bid-center>.

2.102 REMC CONTRACT TERM AND SURVIVABILITY

The Contract resulting from this ITB shall commence on **Effective Date and terminate on September 30, 2028**. All Customer orders placed during the Contract Term are sold under the terms of the Contract even if the order is fulfilled after Contract Term. Vendor shall continue to report and pay the Administrative Fee until all orders have been reported. The final Vendor sales report is due October 30, 2028, or when all Contract sales have been reported.

All purchase orders shall remain in effect for the balance of the Customer Contract Term during which the purchase orders were issued. Thirty (30) days after end of Contract, Vendor shall notify Customer of any outstanding purchase orders and allow Customer to cancel the order.

2.103 SCOPE OF CONTRACT/ORDER OF PRECEDENCE

The Contract (See Appendix for a draft Contract) including this ITB, other post Bid Clarifications, Addenda, exhibits and Bidder's Bid constitute the entire, full and complete agreement between the parties concerning the subject matter of this ITB and supersedes all prior or contemporaneous oral and written communications, proposals, conditions, representations, and warranties, and the executed Contract shall prevail over any conflicting or additional terms of any quote, order, acknowledgement or communication between the parties relative to this subject matter.

In the event a conflict arises among the terms and/or conditions of the Contract between REMC Association and the Vendor, the order of precedence will be:

1. The Contract;



2. Written Clarifications, Addenda or changes mutually agreed upon by REMC Association and the Vendor during the Bid process;
3. REMC SAVE ITB Package; and
4. Bidder's Bid

2.104 EXTENSION REQUESTS

Vendor may submit Contract extension requests. Extension requests must be received by REMC SAVE in writing signed by authorized agent no later than **April 1, 2028**.

Contract extension requests may not exceed the original stated REMC Contract Term length and must include specific Products and/or Product categories proposed for extension. E-Rate funded items on Networking & Security Contracts may not be extended more than two times, and each approved extension may not exceed the length of the original stated REMC Contract Term.

All requests for extension will be reviewed by the REMC SAVE Committee in order to determine if an extension would be in the best interest of Eligible Agencies and in compliance with Michigan competitive bidding laws.

REMC Association reserves the right to deny for any reason any or all Contract extension requests or any portion thereof. REMC SAVE will notify the Vendor in writing before commencement of the next Contract Term if the request has been approved or denied.

2.2 Vendor Responsibilities

2.201 VENDOR REQUIREMENTS

- A. **Awarded Product Information** – During the bidding process, Bid Specifications are identified by Bid Specification numbers. Upon award, REMC SAVE assigns new, unique REMC Item Numbers to Awarded Products. Vendor shall use REMC Item Numbers throughout the REMC Contract Term.
- B. **Awarded Product Images** Vendor shall provide images for all Awarded Products by the due date provided in the Preliminary Award Notice. Product images shall be submitted in JPEG or PNG web-quality format on white background, except for Products that are clear or white (i.e. bulbs, paper), which may be on a dark background. Product images shall be submitted as instructed in the Preliminary Award Notice.
- C. **Product Changes**
Product changes (i.e., pricing, unit of measure, packaging) and software version, and policy changes that occur during the REMC Contract Term shall be submitted via the Vendor Center for approval. For Catalog Discounts, a Vendor can add new SKUs (products, lines, manufacturers, publishers, etc.) to its awarded catalog discounts without approval provided that such new SKUs fall within the Vendor's awarded catalog discount scope. Pricing shall remain compliant with ITB section 1.301. For Catalog Discounts requiring price lists per ITB 3.201.H, Vendor shall submit updated price lists via item change request in the Vendor Center as prices or Products change.
- D. **Vendor Contacts/Staffing**
Vendor shall keep contacts current via the Vendor Center. Vendor shall have at least one user with each of the following rights and roles:
 1. Administrative (manages users)
 2. Customer Service
 3. Project Staff
 4. Invoice (receives the invoice for the Administrative Fee)
 5. Reporting (responsible for quarterly reports)
 6. Bid
 7. Marketing

2.202 QUARTERLY REPORTING

Vendors will supply quarterly sales reports via the Vendor Center, reporting all sales to all Eligible Agencies for all Awarded Products, including Catalog Discounts, each quarter of the Contract Term. Each entry shall include the PO number, order date, official school district code for the bill-to agency, official school building code for the ship-to agency, bill-to agency name, ship-to agency name, ship-to agency ZIP code, REMC item number, quantity purchased, Education List Price, REMC price, total dollar sales, and description of items sold. All fields must be completed for each line in the report. Vendors may not add additional fields unless

directed to do so by REMC SAVE. Report data must be provided electronically in Microsoft Excel format. REMC SAVE will provide Vendors with a reporting template and a Michigan school district database, containing district and building codes and REMC Center numbers.

The initiation and submission of the quarterly reports are the responsibility of the Vendor.

Quarterly reporting periods and annual due dates for all Bids:

Quarter #1:	January 1 - March 31	due by April 30
Quarter #2:	April 1 - June 30	due by July 30
Quarter #3:	July 1 - September 30	due by October 30
Quarter #4:	October 1 - December 31	due by January 30

Vendor must identify via the Vendor Center the contact person(s) responsible for quarterly usage reports.

2.203 ADMINISTRATIVE FEES

Vendor shall remit Administrative Fees in accordance with Sections 2.202 and 1.5 of this ITB.

2.204 MEDIA RELEASES AND MARKETING MATERIALS

Vendor shall not make news releases, public announcements or public disclosures, nor shall Vendor have conversations with representatives of the news media pertaining to this ITB or, the Contract, without the prior written approval of REMC SAVE, and then only in accordance with explicit written instructions.

Vendor shall not use the name, logo, trademarks or other proprietary identifying symbol of REMC SAVE or its Members in any way, including but not limited to any marketing materials, without the prior written consent of REMC SAVE. All proposed marketing materials must be submitted through the Vendor Center for approval prior to distribution. Approved marketing materials shall reference REMC SAVE, and the use of the REMC SAVE logo is strongly encouraged. When specific contract items are included in marketing materials the following must be included: REMC item number, REMC Price, and Education List Price. Catalog discounts shall show the REMC item number and discount percentage.

REMC SAVE reserves the right at its sole discretion to approve, reject, or return for revision in whole or part any proposed materials.

2.205 WEB SITE INCORPORATION

REMC SAVE will not be bound by any content on the Bidder's/Vendor's website.

2.206 COVENANT OF GOOD FAITH

Each party agrees that in its dealings with the other party, or in connection with the Contract, they shall act reasonably and in good faith. Unless otherwise stated in the Contract, the parties will not cause unreasonable delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.207 TAXES

In compliance with the regulations of the Michigan Sales Tax Commission, no Sales Tax is to be included in any Bid; also no Use Tax or Federal Excise Tax is to be included in any Bid or resulting Contract pricing, as all Eligible Agencies are tax-exempt entities.

2.208 NOTIFICATION OF OWNERSHIP

Vendor shall make the following notifications in writing within thirty (30) days:

- A. When a Vendor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes to the valuation of its capitalized assets in the accounting records, or
- B. When changes to asset valuations or any other cost changes have occurred, or are certain to occur, as a result of a change to ownership or officers.

2.209 NOTIFICATION OF BANKRUPTCY OR INSOLVENCY

If the Vendor files for protection under bankruptcy law, or if the Vendor becomes insolvent, or if it should make a general assignment, REMC SAVE shall be notified in writing of such an occurrence within five (5) business days of the event. REMC Association may, without prejudice, Terminate the Contract, in whole or part as a result of this event without any liability.



2.210 INSURANCE

Vendor shall maintain in effect at all times during the REMC Contract Term and Customer Contract Term, with insurers licensed to do business in the State of Michigan, the following insurance coverage:

- A. Commercial General Liability Insurance on an "occurrence" basis with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limits for personal injury, bodily injury and property damage liability.
- B. Workers' Compensation Insurance, including Employers Liability coverage, in accordance with all applicable statutes of the State of Michigan.
- C. Commercial Umbrella Liability coverage—in an amount not less than Two Million Dollars (\$2,000,000).
- D. Cancellation Notice: All of the insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to REMC SAVE and Customer."
- E. Upon request by any of The Members, Vendor shall supply to requesting agency insurance certificates showing required coverage.

2.211 ONSITE CONTRACTORS

Vendors entering Customer facilities must satisfy the Customer's applicable background check, badging, and identification before being dispatched or permitted onsite and follow all visitor management requirements while onsite. Vendors will maintain building and property security by ensuring doors, entryways, hallways, and exits are not left open, unsecured, blocked, or accessible to the public. Vendors must keep equipment, tools, packing materials, cords, and hazardous or sharp items, including box cutters, secured and inaccessible to students, and must not leave materials in locations where they could create a trip hazard or otherwise endanger students, staff, or visitors. Remove all packing materials from the installation area and dispose of them off-site or in a separate vendor-provided container. Vendors shall not use or fill the Customer's dumpster without prior approval.

2.3 Quality, Warranties, and Representations

2.301 GENERALLY

Vendor represents and warrants that:

- A. It is capable in all respects of fulfilling and shall fulfill all of its obligations under the Contract. The performance of all obligations under the Contract shall be provided in a timely, professional, and workmanlike manner and shall meet the Specifications, performance and operational standards required under the Contract.
- B. The Contract Appendices, Attachments, Exhibits and other documents incorporated therein by reference identify the Products and/or services for the Vendor is to perform the Project, to operate in compliance with the Contract's requirements, and all other standards of performance and/or Specifications contained therein.

2.302 PRODUCT SPECIFICATIONS

- A. Vendor represents and warrants that Products Bid and awarded meet or exceed the Specifications provided on the Response Form and contained in this ITB. Vendor represents and warrants that the Products delivered to a Customer shall be the same Products Bid and awarded unless the change or modification has been made and approved per Sections 2.201 and 2.4 of this ITB.
- B. The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- C. **Technology & Furniture and Networking & Security ITBs ONLY** - Bidders shall define consulting, engineering, installation, tradesmen, installer and laborer levels on the Narrative Response Form. Include a list of certifications that installation staff hold.

NOTE TO BIDDER: IN NARRATIVE RESPONSE TO THIS ITB AND AS PART OF YOUR BID, DESCRIBE HOW YOUR COMPANY DEFINES THE LEVELS FOR EACH OF THESE SERVICES REFERENCED IN 2.302 C.

2.303 QUALITY ASSURANCE

REMC SAVE and/or each Customer reserve the right to Product Acceptance for each Product ordered to verify compliance with Specifications.

2.304 INSPECTION AND TESTING

All Products (including software) are subject to inspection and Product Acceptance. In the event that Products are defective in material or workmanship, or otherwise fail to meet the Specifications or other requirements of the Contract, REMC SAVE or its Customers shall have the right to reject the Products or retain the Products and have the Vendor correct the defects. The Vendor shall pay REMC SAVE or Customer for expenses incurred in correcting defects. Rejected Products will be held for thirty (30) days after delivery. The Vendor must arrange for the return of the Products, including paying for handling, packaging, and transportation costs. REMC SAVE or Customer has the authority to dispose of the Products without further liability to REMC SAVE or Customer in the event that the Vendor fails to make arrangements within the specified time period.

2.305 GENERAL WARRANTIES

- A. **General Warranty** – All Products purchased by Customers through this ITB and/or Contract shall be warranted for the time period identified in the Specifications or Bidder's Bid, whichever is longer.
- B. **Warranty of Merchantability** – All Products provided under the Contract shall be of good quality within the description given by the ITB Specifications and shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by REMC SAVE, shall conform to the agreed upon Specifications, and shall conform to the affirmations of fact made by the Vendor or on the container or label.
- C. **Warranty of Fitness for a Particular Purpose** – REMC SAVE has presented detailed Specifications of the particular purpose for which the Products are intended. Vendor at the time the Contract is in force has (1) reason and opportunity to know the particular purpose for which Products are required, and (2) that REMC SAVE is relying on Vendor's experience and knowledge of these Products to provide those which are most suitable and appropriate. Therefore, Vendor warrants that the Products are fit for the purposes for which it is intended as described in this ITB.
- D. **Warranty of Title** – Vendor shall, in providing Products to Customers, convey good title in those Products, whose transfer is right and lawful. All Products provided by the Vendor shall be delivered free from any security interest, lien, or encumbrance. Products provided by the Vendor, under the Contract, shall be delivered free of any right claim of any third person of infringement or the like.
- E. **Proof of Ownership/Software License Certifications** – Vendor shall, in providing software Products to Customer, provide certificates/proof of ownership in electronic form with key codes and/or passwords for Customers (if applicable) to download such information in order to obtain ownership/license certifications.

2.306 BREACH OF CONTRACT

Failure to comply with all Terms and Conditions of this ITB and the Contract, or making any false statement of the representations or warranties as presented as part of the Bid will be considered a material breach of the Contract, giving REMC Association authority to invoke any and all remedies available.

2.307 CONSEQUENCES FOR BREACH

In addition to any remedies available in law, if the Vendor breaches contractual obligations, such breach may be considered a default in the performance of a material obligation. REMC Association reserves the right to issue a Notice of Right to Cure to the Vendor which, if not resolved, may result in Termination of the Contract.

2.308 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Vendor, REMC SAVE shall provide the Vendor written notice of the breach and a time period to cure. In the event of successive or repeated breaches of the same nature REMC Association is allowed to Terminate the Contract.

2.309 REMEDIES UPON DEFAULT

Any of the following events shall constitute cause for REMC Association to declare a Vendor in default of its obligations under the Contract:

- A. Non-performance of Vendor's contractual obligations includes but is not limited to:
 - 1. Failure to supply Awarded Products
 - 2. Failure to supply Awarded Products in compliance with Bid Specifications
 - 3. Failure to implement marketing
 - 4. Failure to pay Administrative Fees in accordance with the Contract and subsequent terms of the invoice
 - 5. Failure to submit timely and accurate sales reports
 - 6. Violation of any other term of the Contract by Vendor
- B. The REMC Association shall issue a written notice of default providing for a five (5) day period in which



the Vendor shall have an opportunity to cure, provided that cure is possible and feasible. If, after an opportunity to cure, the default remains, REMC Association may do one or more of the following:

1. Procure Products or services in substitution from an alternate source
2. Exercise any remedy provided by law
3. Immediately Terminate the Contract

C. Vendor shall not be in default if performance is delayed or made impossible by an act of God, floods or fires.

2.310 TERMINATION

REMC Association may terminate the Contract without any liability or penalty to the REMC Association, its Customers, Eligible Agencies, its associations, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

Termination for Cause/Material Breach by the Vendor - In the event that the Vendor breaches any of its material duties or obligations under the Contract, and the breach is not cured within the time period specified in the written notice of cure, the REMC Association reserves the right to Terminate the Contract in whole or in part, as of the date specified in the notice of termination.

In the event that the Contract is Terminated for cause, in addition to any legal remedies otherwise available to REMC Association by law or equity, the Vendor shall be responsible for all costs incurred by REMC Association in terminating the Contract, including but not limited to, REMC Association administrative costs, attorney's fees and court costs, and any additional costs REMC Association may incur to procure the Products or services required by the Contract from other sources.

Termination for Convenience by REMC Association - REMC Association may Terminate the Contract for its convenience in whole or part, if REMC Association determines that such a termination is in REMC Association's best interest. Reasons for such Termination shall be left to the sole discretion of REMC Association and may include, but are not limited to (a) REMC Association no longer needs the services or Products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations which make implementation of the Contract no longer practical or feasible, and (c) unacceptable prices for additional services requested by REMC Association. REMC Association may terminate the Contract for its convenience, in whole or part, by giving the Vendor written notice thirty (30) days prior to the date of Termination. If REMC Association chooses to Terminate the Contract in part, the charges applicable under the Contract shall be equitably adjusted to reflect those Products or services that are Terminated.

Termination for Non-Appropriation of Funds - In the event that funds, which enable REMC SAVE to operate, are not appropriated or otherwise made available, REMC Association shall have the right to Terminate the Contract at the end of the last period or quarter for which funds have been appropriated or otherwise made available by giving written notice of termination to the Vendor. In the event the Contract is Terminated for non-appropriation of funds, Vendors shall continue to be bound by the terms of the Contract for a period not to exceed the original REMC Contract Term. REMC Association shall give the Vendor written notice of such non-appropriation or unavailability within thirty (30) days after it received notice of such non-appropriation or unavailability.

2.311 RIGHTS UPON TERMINATION

If the Contract is terminated for any reason prior to Expiration, Vendor agrees to provide for up to three (3) months after the Termination date, all reasonable assistance requested by REMC Association/REMC SAVE to facilitate the orderly transfer of the Contract. Such assistance will be deemed by the parties to be governed by the terms and conditions of the Contract and shall be at no additional charge to REMC Association/REMC SAVE. Notwithstanding the foregoing, the Vendor agrees to maintain the same cost and terms and conditions for all Customers as agreed to under the Contract until Customer Contract Term expires.

2.312 EXPIRATION ASSISTANCE

When Contract expires, Vendor agrees to maintain the same cost and terms and conditions for all Customers as agreed to under the Contract until the Customer Contract Term with that particular Customer expires.

2.313 ASSIGNMENT

Except as otherwise permitted by this ITB, the Contract shall not be assigned, transferred or subcontracted in whole or in part, by Vendor without the prior written consent of REMC SAVE.

2.4 Contract Changes**2.401 CHANGES**

Any changes proposed by the Vendor are subject to acceptance by REMC SAVE. All proposed requests for change and/or substitution shall be submitted via the Vendor Center. In the event the proposed changes are not acceptable to REMC SAVE, the Contract or portion thereof shall be subject to Termination. Except as provided in this clause, no order, statement, or conduct of REMC SAVE shall be treated as a change under this clause or shall entitle the Vendor to an equitable adjustment.

2.402 CHANGES SUBSTANTIATION

Vendor shall be required, upon request, to substantiate the need for the requested modification. Data may include manufacturer documentation and other information that REMC SAVE deems necessary to perform a fair evaluation of the modification proposed. REMC SAVE shall have the right to review all of the Vendor's records related to the requested modification.

2.403 APPROVALS

The Contract may not be modified, amended, extended, or augmented except by written Contract amendment executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.5 Training

Bidders shall provide a description of any available training for staff and/or students for Products or services Bid in response to this ITB. Training for staff on the use of Bid content relative to Michigan education standards is preferred. Provide a detailed description of the training, including number of days and hours of training, location of training, delivery method, minimum and maximum numbers of participants and all related pricing information such as travel expenses and material costs, and to what extent such training is included in the Bid Price.

NOTE TO BIDDER: IN NARRATIVE RESPONSE TO THIS ITB AND AS PART OF YOUR BID DESCRIBE HOW YOUR COMPANY WILL HAVE CAPABILITY AND CAPACITY TO MEET THE REQUIREMENTS OF THIS SECTION.

2.6 Microsoft Volume License Management (Microsoft ONLY)

Awarded Microsoft vendor shall manage the Microsoft 365 Admin Center and/or Volume Licensing Service Center (VLSC) website for REMC SAVE using the policies and procedures approved by REMC SAVE staff. All Microsoft Bidders must include proposed policies for:

- A. Adding Users
- B. Responding to Access Requests
- C. Keycode Delivery
- D. Microsoft Volume Licensing and Download Access
- E. Other functions as directed by REMC SAVE

NOTE TO BIDDER: IN NARRATIVE RESPONSE TO THIS ITB AND AS PART OF YOUR BID, PROVIDE THE INFORMATION REQUESTED IN THIS SECTION.

2.7 E-Rate (Networking and Security ITB, E-RATE ONLY)**2.701 E-RATE GLOSSARY TERMS AND DEFINITIONS (SEE ALSO SECTION 2.003)**

TERMS	DEFINITIONS
APPLICANT	Customer filing FCC Form 471 against a certified FCC Form 470. Schools and public libraries are the only Customers eligible to receive E-Rate funding.
BEAR INVOICING / FCC FORM 472	The Billed Entity Applicant Reimbursement (BEAR) method. Under BEAR invoicing, Applicant pays Vendor in full and then submits FCC Form 472 to USAC to request reimbursement for the approved E-Rate discount amount.
COST ALLOCATION	The process of separating eligible costs from ineligible costs when a product, service, bundle, license, warranty, or support package includes both eligible and ineligible components. Only the eligible portion may be requested for E-Rate support.
E-RATE	Commonly used name for the FCC's Schools and Libraries Universal Service Support Program, which provides discounts to eligible schools and libraries for eligible broadband, internet access, internal connections, basic maintenance, and managed internal broadband services.



E-RATE ELIGIBLE SERVICES	Services and equipment that are eligible for E-Rate support under the applicable funding year's Eligible Services List and FCC rules. Eligibility may depend on service type, use, location, cost allocation, and whether the product or service is necessary to deliver eligible broadband or network functionality.
EPC / E-RATE PRODUCTIVITY CENTER	USAC's online E-Rate filing and program management system used for forms, profiles, applications, reviews, funding decisions, and certain post-commitment activities.
FCC	Federal Communications Commission, the federal agency that establishes E-Rate rules and policy for Universal Service Fund. USAC administers the program under FCC direction.
FCC FORM 470	E-Rate form used to open the competitive bidding process and describe the services or equipment requested. USAC describes the Form 470 as the "Description of Services Requested and Certification Form." For purposes of this ITB, Form 470 from MiSEN establishes the E-Rate procurement posting that supports the master agreement that will later be utilized for mini-bids or secondary evaluations.
FCC FORM 471	E-Rate application form used to request funding for selected services after the competitive bidding process is complete. Form 471 identifies Applicant, service provider, funding request, eligible costs, discount rate, and related Item 21 service details. USAC describes the Form 471 as the "Description of Services Ordered and Certification Form."
FCC FORM 473/SPAC	Service Provider Annual Certification Form. Service providers file the SPAC annually with USAC to certify compliance with E-Rate program rules and requirements for the applicable funding year. A valid SPAC must generally be on file before USAC will process reimbursement requests associated with that service provider.
FCC FORM 498	Service Provider and Billed Entity Identification Number and General Contact Information Form. Service providers use FCC Form 498 to obtain and maintain a 498 ID/SPIN and provide contact, remittance, and payment information needed for participation in universal service programs.
FCDL / FUNDING COMMITMENT DECISION LETTER	The letter issued by USAC after review of the FCC Form 471 that identifies whether funding requests are approved, denied, reduced, or modified. The FCDL establishes the approved funding commitment used for invoicing and post-commitment activity.
FORM 471 BULK UPLOAD / ITEM 21 DETAIL	The detailed service and cost information that is uploaded into the FCC Form 471 funding request. For Category Two equipment, this generally includes line-item detail such as equipment make/model, quantities, costs, installation or configuration costs, taxes, fees, cost allocations, recipients of service, and other information needed to support E-Rate review.
FRN / FUNDING REQUEST NUMBER	Unique number assigned to a specific funding request on an FCC Form 471. Each FRN generally corresponds to a specific service provider, service type, and set of eligible costs for which E-Rate funding is requested.
INELIGIBLE COMPONENTS	Products, services, features, licenses, fees, or functionality that are not eligible for E-Rate support, based on the Eligible Services List. Vendors must separately identify and cost-allocate ineligible components so they are not included in the E-Rate funding request.
LOWEST CORRESPONDING PRICE / LCP	The lowest price that a service provider charges to similarly situated non-residential customers for similar services. Applicant must receive pricing consistent with the Lowest Corresponding Price requirement, and Vendor may not charge E-Rate applicants more than they charge comparable customers for comparable services.
MINI-BID / SECONDARY EVALUATION	Local procurement process for selection from within awarded consortium contracts. Applicant issues a project-specific request to Awarded Vendors, receives quotes, and evaluates responses based on the stated evaluation criteria, with price of Eligible Services treated as the most heavily weighted factor for E-Rate purposes.
NON-DISCOUNT SHARE	Applicant's required share of the cost after the E-Rate discount is applied. Applicant remains responsible for paying the non-discount share and may not receive free services, rebates, credits, or other arrangements that improperly reduce or eliminate that required contribution.
RED LIGHT RULE / FCC RED LIGHT STATUS	A federal debt-collection status that may affect Vendor's ability to receive universal service disbursements. If Vendor is delinquent and in Red Light status, USAC may withhold universal service payments until the debt is resolved. Vendor is responsible for ensuring it is not in a status that prevents timely E-Rate reimbursement.
SAM.GOV UEI / UNIQUE ENTITY ID	The Unique Entity ID assigned through SAM.gov to identify entities doing business with the federal government. Vendor may be required to maintain an active SAM.gov registration or UEI status, as applicable, to support federal payment, contracting, or program participation requirements.
SPI INVOICING / FCC FORM 474	The Service Provider Invoice method. Under SPI invoicing, the service provider bills Applicant only for the Non-discount Share of Eligible Services and then submits FCC Form 474 to USAC to request reimbursement for the E-Rate discount amount.
SPIN / SERVICE PROVIDER	The identifying number assigned to a service provider for E-Rate purposes. The

IDENTIFICATION NUMBER	SPIN, also referred to as the 498 ID, is obtained through FCC Form 498 and is used on E-Rate forms and funding requests to identify Vendor providing Eligible Services or equipment.
SUBSTITUTION/SERVICE SUBSTITUTION	A proposed or actual replacement of Awarded Product, service, model, component, or configuration. Substitutions should be documented, should remain within the awarded scope, and where required for E-Rate-funded products or services, must be submitted through and approved under USAC's E-Rate Service Substitution process before invoicing. Unapproved substitutions may result in non-payment, funding commitment adjustments, or recovery of disbursed funds.
USAC	The Universal Service Administrative Company, the entity designated by the FCC to administer the Universal Service Fund, including the E-Rate program.

2.702 VENDOR E-RATE COMPLIANCE

- A. Bidder is responsible for understanding and complying with all applicable state, local, and E-Rate program rules, including gift rules and competitive bidding requirements, and shall not engage in any prohibited communications.
- B. Bidder must maintain all registrations, certifications, identifiers, and account statuses necessary to participate in the E-Rate program and receive USAC reimbursement, including an active FCC Form 473, 498/498 ID/SPIN, an active SAM.gov Unique Entity ID/registration where required, and a status that is not subject to FCC or USAC Red Light restrictions for delinquent debt. Vendor must complete, update, renew, and maintain these items within all applicable program deadlines and shall not allow inactive, expired, inaccurate, or delinquent status to delay, reduce, or prevent E-Rate invoicing or reimbursement.
- C. Warranty costs for up to three years may be included as eligible as long as the warranty cost is seamlessly bundled and not broken out separately. Bidder must identify and cost-allocate any warranty that extends beyond the eligible bundled manufacturer warranty.
- D. Bidder must identify and cost-allocate any warranty, support, maintenance, subscription, service component, or other charges that are not E-Rate eligible or that extends beyond the eligible bundled manufacturer warranty.
- E. Failure to clearly separate ineligible costs may result in rejection as non-responsive.
- F. Vendor must maintain and enforce an internal E-Rate compliance review and audit process to ensure compliance with all E-Rate program rules and regulations, including ensuring that:
 - a. Labor, if included, is supported by detailed, signed timesheets.
 - b. Ineligible charges are not submitted to USAC.
 - c. Invoices align with the Form 471 Bulk Upload, FCDL, FRN(s), approved quote, purchase order, and installed/delivered equipment or services.
 - d. Products or services are not provided without the applicant's express written authorization or purchase order.
 - e. Applicant-approved substitutions are clearly noted on invoices submitted to USAC and the applicant.
 - f. E-Rate-funded equipment/services are delivered and installed within the applicable funding year or approved service delivery period.
 - g. USAC is charged only under the proper FRN(s).
 - h. Invoices are submitted to the applicant in a timely manner so that they can be paid within the required 90 Day Payment Period.
 - i. A fixed asset inventory list is provided for E-Rate-supported equipment, including model number, serial number, product description, building/site location, room or closet location, and other required inventory details.

2.703 MINI-BIDS AND SECONDARY EVALUATIONS

REMC SAVE may award Contracts to one or more vendors under this ITB. Schools and libraries may conduct a secondary evaluation, mini-bid or quote process, which may include additional requirements such as mandatory walkthroughs. Vendor shall respond to such requests and provide all documentation necessary for the applicant to issue a purchase order and document for USAC audit purposes, including, at minimum, a purchase-specific quote, scope of work, and bill of materials. The bill of materials must include itemized pricing, quantities, part numbers, product descriptions, clear separation of E-Rate eligible and ineligible costs, and any applicable licensing, warranty, support, installation, shipping, or implementation details. This may include completion of the Form 471 Bulk Upload Submission Template and provide any supporting detail reasonably required for the applicant's FCC Form 471 filing.

2.704 EQUIPMENT-ONLY ORDERS

For orders without Vendor installation, Vendor must provide Applicant with an electronic, written list of all shipped equipment, including manufacturer, model number, serial number, quantity, shipment date, tracking information if available, and purchase order reference for E-Rate audit purposes.

2.705 INSTALLATION SERVICES

For any installation services Vendor shall at a minimum:

- A. Affix durable labels to all E-Rate eligible equipment in a conspicuous location. Labels should align with the district's standard and must include, at a minimum:
 - a. Installation Date
 - b. Funding Year
 - c. Funding Request Number (FRN)
 - d. Purchase Order (PO) Number
 - e. Equipment Serial Number
- B. Provide a complete inventory of installed equipment, including all E-Rate required data elements and any additional information reasonably required by the Applicant for fixed asset tracking and E-Rate documentation retention.
- C. Provide configuration documentation, as-built documentation, or other installation records sufficient to confirm what equipment was installed, where it was installed, and how the installed equipment aligns with the approved quote, purchase order, funding request, and scope of work.
- D. Ensure all installed equipment, quantities, locations, model numbers, serial numbers, and related costs align with the approved quote, purchase order, applicable FRN(s), FCDL (funding commitment decision letter), and Vendor invoices.
- E. Identify and obtain written Applicant approval for any substitutions, deviations, quantity changes, location changes, or other modifications from the approved equipment list, quote, or scope of work before proceeding. Where E-Rate approval is required, the substitution or change must be approved through the E-Rate service substitution process before the equipment is invoiced or claimed for E-Rate reimbursement.
- F. Complete post-installation testing and provide dated written confirmation that the installed equipment is operational and ready for use. This date will be utilized by Applicant and Vendor as the official installation date for invoicing purposes.
- G. Documentation must be complete, accurate, and acceptable to Applicant, and must support E-Rate compliance, asset tracking, and audit requirements.
- H. For any cabling installation services, Vendor shall provide comprehensive cabling documentation, including:
 - a. As-built diagrams showing cabling drops, counts, and locations
 - b. Identification of associated closets, patch panels, and faceplates
 - c. Cable test results with a certification report for each drop and referenced back to each closet and faceplate.

2.706 INVOICING

- A. Vendor shall not invoice for equipment or services until the equipment or services have been delivered, installed where applicable, accepted by the applicant, and are eligible for invoicing under E-Rate rules.
- B. Vendor shall not invoice for services or equipment not yet delivered or installed.
- C. Invoicing and payment must be completed in accordance with the FCC's Obligation to Pay requirements.
- D. Vendor must provide complete audit documentation packages at the time of invoicing.
- E. For E-Rate-funded purchases using discounted billing, Applicant is responsible for paying its required non-discount share of eligible costs, plus any properly identified ineligible costs. Vendor is responsible for timely, accurate, and compliant SPI invoicing and shall not seek payment from the applicant for the E-Rate discounted share if reimbursement is denied, reduced, or delayed due to vendor error, omission, failure to timely invoice, or noncompliance.
- F. All fees and costs are to be included in the Bid Price, including the REMC SAVE 1% Administrative Fee paid to the REMC Association for the administration of the REMC SAVE contract. The E-Rate Applicant does not receive any administrative fee. The Administrative Fee is not to be enumerated separately.

2.707 DOCUMENTATION AND INVOICING CONTROLS

Vendor must maintain documentation and invoicing controls sufficient to support E-Rate compliance, Applicant review, invoicing, and audit requirements. Vendor shall retain all proposals, correspondence, receipts, purchase orders, delivery information, memoranda, invoices, labor documentation, substitution records, installation records, serial numbers, asset inventory records, cost allocations, and other records relating to the vendor's equipment and services for at least 10 years from the last date of service, consistent with E-Rate rules. This list is not exhaustive, and Vendor must retain any additional documentation necessary to demonstrate compliance with E-Rate program rules and Applicant requirements. Vendor invoices must align with the approved quote, purchase order, FCC Form 471 funding request, Funding Commitment Decision Letter (FCDL), applicable Funding Request Number(s) (FRNs), and delivered/installed equipment or

services. All such records shall be subject to inspection and audit by the applicant, REMC SAVE, MiSEN, USAC, the FCC, or other authorized reviewers.

SECTION 3 - Bidding / Evaluation / Award Process

3.0 Introduction

3.001 CONFIDENTIALITY

By submitting a Bid, the Bidder agrees that REMC SAVE may copy the Bid or parts thereof for the purposes of facilitating the evaluation, and for Customer access to the information submitted. The Bidder consents to such copying by submitting Bids and warrants that such copying will not violate the rights of any third party. REMC SAVE will post Bid information to its web site which allows public access to Profiles, Vendor prices and to all Bid tabulations.

REMC SAVE will not post information marked as confidential to the web. Proprietary or confidential data shall be readily separable from the Bid. **If an entire Bid is designated as proprietary or confidential, it may be disqualified from consideration.**

Bidders may not designate Bid information as confidential or proprietary for E-Rate purposes unless confidentiality is required by applicable law, regulation, or court order. Any confidentiality designation must identify the specific legal basis for the designation and must be limited to the specific information protected. For purchases that may be funded through E-Rate, Bid materials, pricing, and evaluation documentation may be subject to E-Rate recordkeeping, review, audit, and disclosure requirements.

3.002 BIDDING ELIGIBILITY

- A. **Approved Bidder Application** - In order to be able to respond to this ITB, all Bidders must have an approved Bidder Application on file. Applications must be submitted via the Vendor Center by the due date specified in Section 1.004. Bidders with an application on file, including currently awarded REMC Vendors, should **NOT** submit a new Bidder Application.
- B. **Minimum Sales Volume - Computers ITB ONLY** - Bidders must have a documented minimum volume of \$500,000 in sales that fall within the scope of the Computers ITB from Eligible Agencies over the previous 12 months. For current REMC SAVE awarded computer vendors, previous computer sales records will be used. All other Bidders must supply required documentation in the Narrative Response Form.
- C. **Minimum Sales Volume - Networking & Security ITB ONLY** - Bidders must have a documented minimum volume of \$200,000 in sales that fall within the scope of the Networking & Security ITB from Eligible Agencies over the previous 12 months. For current REMC SAVE awarded networking & security vendors, previous networking & security sales records will be used. All other Bidders must supply required documentation in the Narrative Response Form.
- D. **Bidder Qualification - Networking & Security ITB, E-RATE BIDS ONLY** - Bidder certifies that they have an active System for Award Management (SAM).gov Unique Entity ID (UEI) and will maintain its active status. Vendors must have a valid E-Rate SPIN and must identify the SPIN that will be used for the applicant's FCC Form 471. If an authorized reseller must be used for order submission, the proposal must clearly identify the reseller, the SPIN to be used, and the ordering process.
- E. **Bidder Qualification - Software & Digital Services ITB, Microsoft ONLY** - Bidders must be recognized by Microsoft as a Microsoft Licensing Solution Provider to be eligible to respond to the ITB. Bidder must verify status in the Narrative Response Form.

NOTE TO BIDDER: IN NARRATIVE RESPONSE TO THIS ITB AND AS PART OF YOUR BID DESCRIBE HOW YOUR COMPANY WILL HAVE CAPABILITY AND CAPACITY TO MEET THE REQUIREMENTS OF THIS SECTION.

3.003 AFFIDAVIT OF COMPLIANCE – IRAN ECONOMICS SANCTIONS ACT

Each Bid must be accompanied by a sworn and notarized statement certifying that the Bidder is not an "Iran/Linked Business" within the meaning of the Iran Economic Sanctions Act. REMC Association will not accept a Bid that does not include this sworn and notarized disclosure statement.

3.004 LOBBYING ACTIVITIES

Contacting Evaluation Committee members or REMC SAVE staff with Product or Vendor information, unsolicited Bid response information, Bid pricing information or unsolicited information regarding an advertised Bid, from the date of advertisement (posting) through the official notice of awards (or non-awards)

is strictly prohibited. Such activity shall be considered a violation of Bid terms and conditions and may result in disqualification for award consideration. Additionally, the Bidder certifies that: (i) it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352; (ii) it will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award; and (iii) file all required certifications required by the Byrd Anti-Lobbying Amendment.

3.005 DEBARMENT

By submission of a Bid, the Bidder certifies that they are:

- not debarred by REMC SAVE or the FCC;
- not listed as being on Red Light with the FCC;
- not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implements Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

Additionally, the Bidder agrees to notify the REMC Association immediately upon becoming suspended or debarred at any time prior to the full completion or earlier termination of the Contract.

3.1 Bidding Process and Bid Details

3.101 BIDDING RESPONSIVENESS

To be considered for award, each Bidder shall have submitted a **complete** Bid in response to this ITB, using the format specified. Bidders must respond to all Sections of this ITB that pertain to the categories for which they are bidding. Response Forms may include more than one worksheet. Bidders must complete all required worksheets or the Bid may be considered non-responsive and rejected. (See Section 3.201 for requirements for complete Bid).

Failure to respond to Sections or completion of required forms could result in disqualification from the bidding process. Bidders must complete, sign, and return all required documents as stated in this ITB. These factors will be used in evaluating each response to this ITB.

Bidder, by submitting a Bid, must guarantee Bid pricing to be valid for the defined period of this ITB and Contract.

3.102 EXCEPTIONS

Any and all Exceptions to Specifications must be noted in the designated column on the Bid Response Form. Exceptions to terms and conditions of this ITB or Contract must be stated on the Exceptions Form. REMC SAVE will not waive in entirety the terms and conditions of this ITB. Any Exceptions to the terms and conditions contained in this ITB or the draft Contract attached to this ITB, or any other special considerations or conditions requested or required by Bidder **MUST** be specifically enumerated by Bidder and submitted as part of its Bid, together with an explanation as to the reason such terms and conditions of the ITB or draft Contract cannot be met by, or, in Bidder's opinion, are not applicable to Bidder. Bidder shall be required to meet the Specifications and requirements as set forth in this ITB and the draft Contract in their entirety, except to the extent Exceptions or special considerations or conditions are expressly set forth in Bidder's Bid and those Exceptions or special considerations or conditions are expressly accepted by REMC Association. Unreasonable or excessive Exceptions may subject Bidder's Bid to disqualification. Acceptance of any Bidder's Exceptions to the ITB or Contract will strictly be at the discretion of REMC Association.

3.103 EFFICIENT BID

Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of this ITB. Colored displays and graphics, promotional materials, etc. will receive no additional credit on the Technical Evaluation. Emphasis should be on completeness and clarity of content in the format specified.

3.104 PRICE AND NOTATIONS

Bid prices are to be discounted from Education List Price. Refer to Section 2.003 for the definition of Education List Price. Prices and notations must be provided in the format specified in this ITB. Prices shall be for new Products only unless otherwise specified in this ITB.



3.105 PRODUCT NUMBERING

Bid specification numbers are only used through the bidding process. Upon award of the Contract, Vendor is required to utilize REMC item numbers for the REMC Contract Term. REMC item numbers are in the format 26XXXX.

3.106 CONTRACT PIGGYBACKING

REMC SAVE will consider piggyback opportunities to extend existing contracts to Eligible Agencies. All provisions of this ITB apply. Piggyback opportunities may only be entered into with the prior approval of REMC SAVE. Bidders replying with national contracts (e.g., NASPO ValuePoint) must include details related to that contract, including a copy of the national bid, Bidder's response to the national bid, and documents and/or links for questions and answers. In the event of conflicts between the piggyback contract and the REMC SAVE ITB, the REMC SAVE ITB takes precedence over the piggyback contract.

3.107 AUTHORIZED RESELLER RELATIONSHIPS

If use of resellers is proposed, the Bidder must describe what Products or services the reseller will provide and how they are certified. Vendors that utilize resellers remain solely responsible for enforcing the terms and conditions of the Contract with their resellers. See Section 1.6 for further information.

3.2 Bid Details

3.201 BID FORMAT

All Bidders shall submit sealed Bids in electronic copy only as instructed in this section.

A. Electronic Files (Submitted via Vendor Center in the Bid Center)

All electronic files must be submitted via the Vendor Center in the Bid Center. Documents submitted via the Bid Center remain sealed until the designated bid opening date and time. Electronic files submitted in any other manner, including but not limited to other areas of the Vendor Center and email, unless explicitly directed by REMC SAVE, may result in disqualification of Bidder's Bid in its entirety.

Electronic copies must include the following documents:

1. Bidder Signature and Certification Form – upload a scanned copy of the signed document and retain original (ITB Section 3.201.K)
2. Bidder Contact Form
3. Response Forms
4. Narrative Response Form
5. Exceptions Form. Any Exceptions to terms and conditions of this ITB or draft Contract must be included in this document. (ITB Sections 3.102, 3.201.I).
6. Affidavit of Compliance – Iran Economic Sanctions Act - upload a scanned copy of the signed and notarized document and retain original
7. Familial Disclosure Affidavit - upload a scanned copy of the signed and notarized document and retain original
8. Specification sheets – PDFs. See section 3.201.H.
9. Marketing Plan
10. Profile (online form)

B. Each Bidder may submit only one Bid.

C. Once the Request for Clarification period is closed, Response Form(s) will be updated and changed from "Draft" to "Final." Minimum Specifications on a Response Form may change as a result of Bidders' Requests for Clarification. Therefore, REMC SAVE will only consider Response Forms marked "Final." Response Forms marked "Draft" will not be considered. Use the Final version to complete and submit the Bid. The Draft version and handwritten Response Forms will not be accepted.

D. All electronic Bid documents shall be submitted using applications as indicated in the Vendor Center. Document formats shall not be changed (i.e. converted to.pdf format) unless specifically permitted in the instructions for a document.

E. Response Forms shall be completed in Black, 10-point Arial font. Use sentence and proper case, not



all capitals, for words, phrases, sentences and names. Acronyms, initialisms, and alphanumeric strings (such as model numbers) may be provided in all capitals.

- F. All Response Form data fields and worksheets related to a Product on which your company is bidding **MUST** be completed fully to be considered for evaluation.
- G. **Do not change the formatting of the Response Forms.** No Bidder shall change the width of any column or add or delete rows, columns or worksheets unless specifically directed by the instructions on a Response Form. Bidders must not alter formula-driven cells. When working in Microsoft Excel, if data is too long to be visible in a cell, continue to type in the same cell. Ensure "No Bid" is in the REMC Bid Price column for each Product not bid.
- H. Specification sheets for all Products Bid are required for all ITBs except School and Office Supplies. Product specification sheets or Catalog Discount price lists must be submitted where required by the Bid Specifications for all ITBs. Files shall be in PDF format. See *Specification Sheet/Price List Instructions* document for required details.
- I. Attached to this ITB is a draft Contract which awarded Vendor(s) will enter into with REMC Association. The Contract contains terms and conditions with which awarded Vendor(s) must comply during the REMC Contract Term and should be reviewed carefully by each Bidder prior to submitting a Bid.

Any Exceptions to the terms and conditions contained in the draft Contract must be specifically enumerated by Bidder on Exceptions Form together with an explanation as to the reason such terms and conditions cannot be met by, or in Bidder's opinion are not applicable to, Bidder. Bidder shall be required to meet the requirements as set forth in the draft Contract in their entirety, except to the extent Exceptions are expressly set forth in Bidder's Bid and those Exceptions are expressly accepted by REMC Association.
- J. In the event of a conflict between information provided in the Vendor Center and the Invitation to Bid, the Invitation to Bid prevails.
- K. Vendor shall retain for the duration of the Contract Term original signed and/or notarized documents including: Bidder Signature and Certification Form, Familial Disclosure Affidavit, and Affidavit of Compliance - Iran Economic Sanctions forms. Vendor shall provide original forms to REMC SAVE upon request.

3.202 SAMPLES/MODELS

Prior to award, REMC SAVE may require samples to evaluate quality and/or to ensure compliance with Specifications. After award, Products under Contract are subject to compliance evaluation.

3.203 DEMONSTRATION DEVICE REQUIREMENT (COMPUTERS ITB ONLY, MOBILE DEVICES ONLY)

A demonstration Device for each Bid Specification ID must be received at address provided below to evaluate quality and to ensure compliance with the Specifications. All parts must be included that are required to properly evaluate the Device including but not limited to: power cord, AC adapter, charger, or digitizer pen. Desktop Devices, gaming consoles, and any unnecessary accessories such as cases should NOT be sent.

Bidder must attach completed Demo Device Shipping Information Form to the Device packaging AND a copy of the specific *Bid Response Form* worksheet for each Device behind the Demo Device Shipping Information form. Multiple Devices may be shipped in one box, but each Device must be individually packaged with the *Bid Response Form* attached to each Device.

Demonstration devices are to be shipped to:

Attention: REMC SAVE Computers ITB Demo Device

Devices must be received by 3:00 PM, . Bidder's Bid for a Specification will not be considered if required demonstration device is not received.

A pre-paid return label (clearly noting the Device brand and model) must also be included in the package with each device. **Return shipping must include a PREPAID onsite pick-up by FedEx or UPS.** Reasonable efforts will be made to return demonstration Devices to Bidder within 30 days. Failure to provide prepaid return labels may result in forfeiture of demonstration Device(s) by Bidder.

Bidder is solely responsible for adhering strictly to the instructions in this section. REMC SAVE and are indemnified from any claim, financial or otherwise, for any lost, damaged, misdirected, or stolen equipment supplied by Bidder as a requirement of this ITB. If Bidder uses a third party, such as a manufacturer, to supply demonstration Devices, responsibility for compliance with all ITB terms and conditions remains solely with Bidder.

3.204 ORAL PRESENTATIONS/DEMOS/PRODUCT EVALUATION

Bidders may be required to make an oral presentation and/or to demonstrate Product(s) as part of the Bid process. REMC SAVE will schedule these presentations, if required. Bidders shall adhere to the requirements set forth in the invitation. Product(s) not demonstrated or presented due to Bidder not responding to or declining a presentation/demonstration invitation, Bidder's failure to meet the invitation requirements, or failure of the Product(s) to function correctly at a presentation/demonstration may result in the Product(s) being eliminated from further consideration.

3.3 Evaluation Criteria

3.301 GENERALLY

Evaluation criteria that will be utilized in reviewing the Bids include, and are not limited to, the Bidder's ability to meet mandatory requirements stated within this ITB. Failure to meet mandatory requirements will be deemed nonresponsive and the Bidder will not be considered for award.

3.302 COMPANY INFORMATION/CAPABILITIES

Indicate your company information and its capabilities that enable you to perform the Scope of Work in this ITB by completion of the Profile and supporting documents.

3.303 PRIOR EXPERIENCE/PAST PERFORMANCE

Past performance and business experience with REMC SAVE will be part of the evaluation and technical scoring for this section, including but not limited to:

1. Contract Compliance
2. Reporting
3. Product and Pricing Update
4. Communication
5. Customer Evaluation(s) of Bidder
6. Marketing

3.304 STAFFING (See ITB Sections 1.1, 1.201)

1. Vendor Center Contacts
2. Vendor Profile Responses
3. Responsiveness to Bid Questions
4. Designated Primary Account Representative

3.305 PRODUCT QUALITY (See ITB Sections 1.002, 2.3)

1. Specifications
2. Quality
3. Warranty / Service /Technical Support
4. Domestic Preference

3.306 SERVICE CAPABILITIES (See ITB Sections 1.1, 1.2, 2.202)

1. Ordering Process
2. Customer Service
3. Minimum Order Requirements
4. Communication Plan
5. Contract Management
6. Reporting

3.307 DELIVERY CAPABILITIES (See ITB Sections 1.2)

1. Delivery Capabilities/Options
2. Delivery Time Frames
3. Product Acceptance

3.308 PRICING (See ITB Section 1.3)

1. Bid Pricing
2. Pricing Guarantee
3. Rebates/Promotional Programs
4. High Volume Bid Pricing - only considered when specific price, discount, or tiers are Bid
5. Computers ITB **ONLY** - REMC Price weighted at 30%, Device Purchasing Price weighted at 70%

3.309 MARKETING PLAN (See ITB Section 1.4)

1. Goals
2. Objectives
3. Target Audience
4. Methods
5. Budget
6. Value-add Marketing (if applicable)

3.310 COMPUTING DEVICES (Computers ITB ONLY, See ITB Section 3.203)

1. Required Upgrades, Accessories, and Services
2. Hands-on Demonstration Device Evaluation
3. Compliance with Specifications
4. Quality Assurance

3.311 VALUE-ADDS (See ITB Section 1.006)

1. Value
2. Detail and Substance
3. Staffing/Implementation Capacity
4. Management Plan

3.4 Additional Considerations**3.401 FINANCIAL STABILITY**

In making an award decision, REMC Association reserves the right to evaluate Bidder's financial stability. REMC Association may seek financial information from the Bidder and from third parties. If REMC Association determines in its sole discretion that contracting with a Bidder presents an unacceptable risk to REMC Association and/or the Eligible Agencies, REMC Association reserves the right not to award a Contract to that Bidder.

3.402 BID CLARIFICATIONS

If Bidder's Bid is unclear, REMC SAVE may request a clarification from one or all Bidders. REMC SAVE will document, in writing, any clarification being requested and forward it to affected Bidders. The process does not allow for changes. Rather, it will simply clarify the Bid submitted. Any resulting clarifications become part of the Bidder's Bid and any subsequent Contract. Bidder must respond completely to requested information by the stated deadline in the requested format and manner or Bidder's Bid may be deemed non-responsive in whole or in part.

3.403 COMPLETE BID

To be considered, each Bidder must submit a complete Bid in response to this ITB using the format specified. No other distribution of the Bid is to be made by the Bidder. Product specification sheets, and warranty information (where applicable) are a requirement and are to be included in the submitted Bid.

3.404 BEST AND FINAL OFFER (BAFO)

If the selection process described in this ITB does not lead to a viable award recommendation, or if significant deficiencies are identified, REMC SAVE at its discretion may prepare a Deficiency Report and Clarification Request (DR/CR) for each Bid determined to be competitive. Bidders will be allowed to respond in writing to the DR/CR with a Best and Final Offer (BAFO). The BAFO may include any changes to the original Bid to address the listed deficiencies, including alterations to the original Bid, to address correction of such deficiencies. The Best and Final Offers must be submitted by the deadline established in the DR/CR.

After reviewing the Best and Final Offers, REMC SAVE will re-evaluate the Bids using the original evaluation method. If an alteration to the originally published evaluation criteria is to be made, such changes in the criteria will be published to all Bidders as part of the DR/CR.

Bidders will NOT be provided with any information about other Bids or prices, or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information will be viewed as a compromise to the stated evaluation process and the requesting Bidder may be eliminated from further consideration. Successful requests for Bid information by a Bidder or an affiliated party before Contract award may also result in disqualification from this ITB and possible debarment.

Bidders are cautioned to propose the best possible offer at the outset of the process, as there is no guarantee that any Bidder will be allowed an opportunity to submit a BAFO.

3.405 RELEASE OF CLAIMS

With the submission of a Bid, each Bidder agrees that it will not bring any claim or have cause of action against The Members based on any misunderstanding concerning the information provided, clarifying questions not asked by the Bidder (or asked outside of the timelines established for questions) or concerning failure, negligent or otherwise, to provide the Bidder with pertinent information as intended by this ITB.

3.5 Evaluation and Award Processes

3.501 GENERAL EVALUATION INFORMATION

Only qualified and responsive offers will be evaluated. In accordance with the Specifications, Terms and Conditions as stated within this ITB, consideration for award will be based on:

- Compliance with Bid Specifications
- Price (with E-Rate eligible cost weighted most heavily for items on the Networking & Security E-Rate Response Form)
- Quality
- Technical Score

Failure to respond to requirements may disqualify the Bidder from further participation in this ITB. To ensure a quality Bid result, and fair evaluation, it is important that the information requested in these Sections is appropriate and relevant to the Product(s) being bid.

3.502 EVALUATION PROCESS

All Bids will be reviewed for compliance with the mandatory requirements stated within this ITB. Bids deemed non-responsive will be eliminated from further consideration.

- A. REMC SAVE may contact Bidder for clarification of Bidder's Bid.
- B. REMC SAVE may use other sources of information to perform the evaluation.
- C. REMC SAVE may require Bidder to submit additional and/or supporting materials.
- D. Responsive Bids will be evaluated on the factors identified in this ITB. Bidder whose Bid is most advantageous to the Eligible Agencies, taking into consideration the evaluation factors, will be recommended to REMC Association Board of Directors for award approval.
- E. Bidders must meet a minimum Technical Score which shall be used as a measurement of service quality.

3.503 AWARD RECOMMENDATIONS

REMC SAVE Committee will recommend for award Bidder(s) who demonstrate the Best Value. All Bidders will be notified when the Bids have been evaluated and preliminary award recommendations made. This ITB may result in multiple or split award recommendations. Upon notification of recommended award, Bidder shall verify the accuracy of Product and contact information by the date indicated in the "Preliminary Award Notice".

3.504 AWARD RECOMMENDATION PROTEST POLICY

The REMC Association's protest policy is part of the Association's "Operations Manual", and is available upon request from the REMC Association Executive Director, via email to executivedirector@remc.org.

3.505 CONTRACT AWARDS

REMC SAVE Committee will make award recommendations to REMC Association Board of Directors, who reviews and awards all Contracts. The decision of the Board is final.



2026-28 NETWORKING & SECURITY - DRAFT CONTRACT

This 2026-28 Networking & Security - DRAFT Contract (the "Contract") is entered into as of this 8th day of September, 2026, by and between REMC Association of Michigan (herein referred to as "REMC Association"), whose address is PO Box 607, Marquette, MI 49855 and ___(vendor)___ ("Vendor") whose address is ___(street)___, ___(city, state, zip)___ . REMC Association and Vendor may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. REMC Association issued an Invitation To Bid for Networking & Security - DRAFT dated May 28, 2026 (the "ITB"), the purpose of which was to obtain Bids from qualified Bidders in order to achieve aggregated, high-volume contract pricing for Physical Security and Network Components including: Network & Data Center Hardware & Software, Storage, Servers, Routers, Switches, Wireless (including Bus Wifi), Unified Communications (VoIP), Network Security (Firewalls and Unified Threat Management), Power Management, Building Access Controls, Video Security, Threat Detection, Networking & Security Catalog Discount and related hardware, accessories and services ("Products") for all Eligible Agencies.
- B. Whereas, in response to the ITB, Vendor submitted to REMC Association a Bid dated ___(date)___ ("Vendor's Bid"), to provide Products contemplated by the ITB.
- C. On September 8, 2026, REMC Association approved Vendor's Bid for the prices indicated on **Attachment A** which is attached hereto and incorporated herein by reference.
- D. 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.
- E. **NOW THEREFORE**, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

I. RESTATEMENT 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. The Contract;



2. Written Clarifications, Addenda or changes mutually agreed upon by REMC Association and Vendor during the Bid process;
3. REMC SAVE ITB Package; and
4. Bidder'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 4. 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 Vendor's Bid are not expressly accepted by REMC Association in writing and incorporated into this Contract as **Attachment C**.

II. **CONTRACT TERM**

- A. **Term.** The term of this Contract shall begin and end on the dates contained in REMC Association's Bid Award Letter to Vendor which is incorporated herein by reference and attached hereto as **Attachment B**.

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**. Vendors shall consider all orders from Eligible Agencies in Michigan to be REMC SAVE orders whether or not the PO makes any reference to REMC SAVE, unless specifically directed otherwise by the Eligible Agency, regardless of funding source. Vendor agrees not to provide Products and/or services to any other Eligible Agencies at a price lower than the REMC Bid price at any time during the REMC Contract Term unless provided to all Eligible Agencies under the Contract.
- B. **Administrative Fee.** As outlined in the ITB, Vendor must pay an Administrative Fee of one percent (1.0%) to REMC SAVE fiscal agent, currently REMC Association, 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 (including Catalog Discounts) to all Eligible Agencies reported quarterly to REMC SAVE by Vendor. The Administrative Fee is included in Vendor's Bid pricing.

IV. **CONTRACTUAL TERMS 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 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) grossly negligent acts or willful misconduct of Vendor, its officers, directors, employees, successors, assignees and agents; (ii) any material breach of the terms of this Contract by Vendor, its officers, directors, employees, successors, assignees and agents; or (iii) any material 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 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.
- C. Compliance with Laws.** Vendor shall comply with any and all Federal and State laws, rules, regulations, ordinances, and policies applicable to the provision of Products under this Contract.
- D. Suspension/Debarment.** 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.
- E. Federal Funding.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Contract is signed, the Order is placed or upon delivery.

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 five (5) 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 REMC Association shall be delivered to REMC Association of Michigan, PO Box 607, Marquette, MI 49855.

To Vendor. All required notices to Vendor shall be delivered to __ (notice address) __.

REMC ASSOCIATION OF MICHIGAN	__(VENDOR)__
By:	By:
Its: President	Its:
Date:	Date:

ATTACHMENT A
VENDOR'S PRODUCTS PRICING FORM

Attachment B



September 8, 2026

__(name)__ __(last name)____
__(position)____
__(vendor)____
__(street)____
__(city, state, zip)____

Dear Mr/Ms/Mrs __(last name)__,

This letter serves as the Notice of Award to __(vendor)__ for the 2026-28 REMC SAVE Networking & Security - DRAFT Bid. The REMC Association Board of Directors voted on September 8, 2026, to approve a contract with your company. The contract term is October 1, 2026 - September 30, 2028. We project the sales for the __(XXX)____ awarded items will be \$__(XXX,XXX)____ 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. For the purpose of this Contract, the Effective Date is the date of signature of the last party to sign the Contract. All purchases made through this contract will be placed by and shipped to the various REMC SAVE Eligible Agencies throughout the state of Michigan.

Michael Richardson
Michael Richardson
REMC SAVE DIRECTOR

ATTACHMENT C

There are no accepted exceptions.