

2026-28 NETWORKING & SECURITY CONTRACT

This 2026-28 Networking & Security 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 TD SYNEX Corporation ("Vendor") whose address is 39 Pelham Ridge Dr, Greenville, SC 29615. 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 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 July 13, 2026 ("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 Randy Finley, 39 Pelham Ridge Dr, Greenville, SC 29615.

REMC ASSOCIATION OF MICHIGAN	TD SYNnex CORPORATION
By: <i>Peter Milne</i>	By: <i>Randy Finley</i>
Its: President	Its: Senior Director, Public Sector
Date: 9/8/2026 10:08 AM EDT	Date: 9/22/2026 2:01 PM EDT

Attachment A					
TD SYNnex Corporation - Awarded Items					
2026-28 Networking & Security Bid					
REMC Item No.	Bidspec ID	Product Name	Reseller Order Number	Manufacturer/Model	REMC SAVE Bid Price
265330	6740	TD SYNnex Dell Networking Catalog Discount, E-Rate Eligible		Dell various	4% discount
265380	6741	Extreme Networks Catalog Discount, E-Rate Eligible		Extreme various	4% discount
265400	6742	TD SYNnex Fortinet Catalog Discount, E-Rate Eligible		Fortinet various	4% discount
265620	6748	Palo Alto Networks Catalog Discount, E-Rate Eligible		Palo Alto various	0% - 12% discount
Total Number of Items Awarded: 4					

Attachment B



September 8, 2026

Randy Finley
Senior Director
TD SYNEX Corporation
39 Pelham Ridge Dr
Greenville, SC 29615

Dear Mr. Finley,

This letter serves as the Notice of Award to TD SYNEX Corporation for the 2026-28 REMC SAVE Networking & Security 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 4 awarded items will be \$386,222 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

REMC SAVE EXCEPTIONS FORM

Any Exceptions to the terms and conditions contained in this ITB, the draft Contract attached to this ITB or any other special considerations or conditions requested or required by the Bidder MUST be specifically enumerated by the Bidder and be submitted as part of its Bid, together with an explanation as to the reason such terms and conditions of the ITB or form of Contract cannot be met by, or, in the Bidder’s opinion, are not applicable to the Bidder using the appropriate tables below. Failure to list Exceptions will be considered acceptance of all Bid Specifications, terms and conditions. Unreasonable or excessive exceptions may subject Bidder’s Bid to disqualification. Acceptance of any exception to the ITB or Contract is strictly at the discretion of REMC Association.

Only complete and submit this document if Bidder is taking exception to the ITB and/or draft contract. Exceptions to product specifications should be made on the Response Form only. Enter the ITB or draft contract section numbers in column A, the current text in column B, and the exception or proposed text explicitly redlined in column C. Additional lines may be added as needed. This document must be submitted in both hard copy and electronically in unlocked Excel format. REMC Association will not accept exceptions if this document is converted to another format (such as PDF) or if editing is in any way restricted.

ITB EXCEPTIONS			
ITB Section	Current Text	Exception or Proposed Text	REMC response
1.005 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.	Signed Bid: Each Bid shall be signed by Bidder’s President/CEO or approved company signatory. If someone other than the President/CEO or approved company signatory signs, then a designation of authority letter shall be included providing proof of the authorized company signatory.	REMC acknowledges.

DRAFT CONTRACT EXCEPTIONS		
Draft Contract Section	Current Text	Exception or Proposed Text