

**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 5

to

Contract Number 071B1300376

<b>CONTRACTOR</b>	GRAYBAR ELECTRIC CO INC
	2204 Turner Ave.
	Walker, MI 49544
	Douglas Pung
	616-292-6069
	douglas.pung@graybar.com
	*****4380

<b>STATE</b>	Scott Hall	DTMB-IT
	517-241-4255	
	Halls9@Michigan.gov	
	Mike Breen	DTMB
	(517) 284-7002	
	breenm@michigan.gov	

**CONTRACT SUMMARY**

**JUST IN TIME (JIT) TELEPHONE EQUIPMENT, CABLE AND PARTS - TELECOMMUNICATIONS**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 16, 2011	September 15, 2014	5 - 1 Year	September 15, 2017

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	12 months	<input type="checkbox"/>		September 15, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,519,857.91	\$3,185,000.00	\$5,704,857.91		

**DESCRIPTION**

Effective with State Administrative Board approval and mutual signature the contract is amended to add a potential to spend of \$3,185,000.00 and exercise a 1 year option to 9/15/2018. All other terms and conditions remain the same.



401 Elm Street  
LANSING, MI, 48912

Douglas Pung  
Sales Manager  
Phone 517-827-6200  
Direct 616-292-6069  
Fax 517-487-0532

May 15, 2017

Scott Hall  
Network & Telecommunications Services Division  
DTMB  
P.O. Box 30026  
Lansing, MI 48909

Re: Contract No. 071B1300376

Dear Mr. Hall:

The above referenced contract is renewed for the period of 9/16/2017 to 09/16/2018. New price list attached. Please contact me with any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Douglas R. Pung".

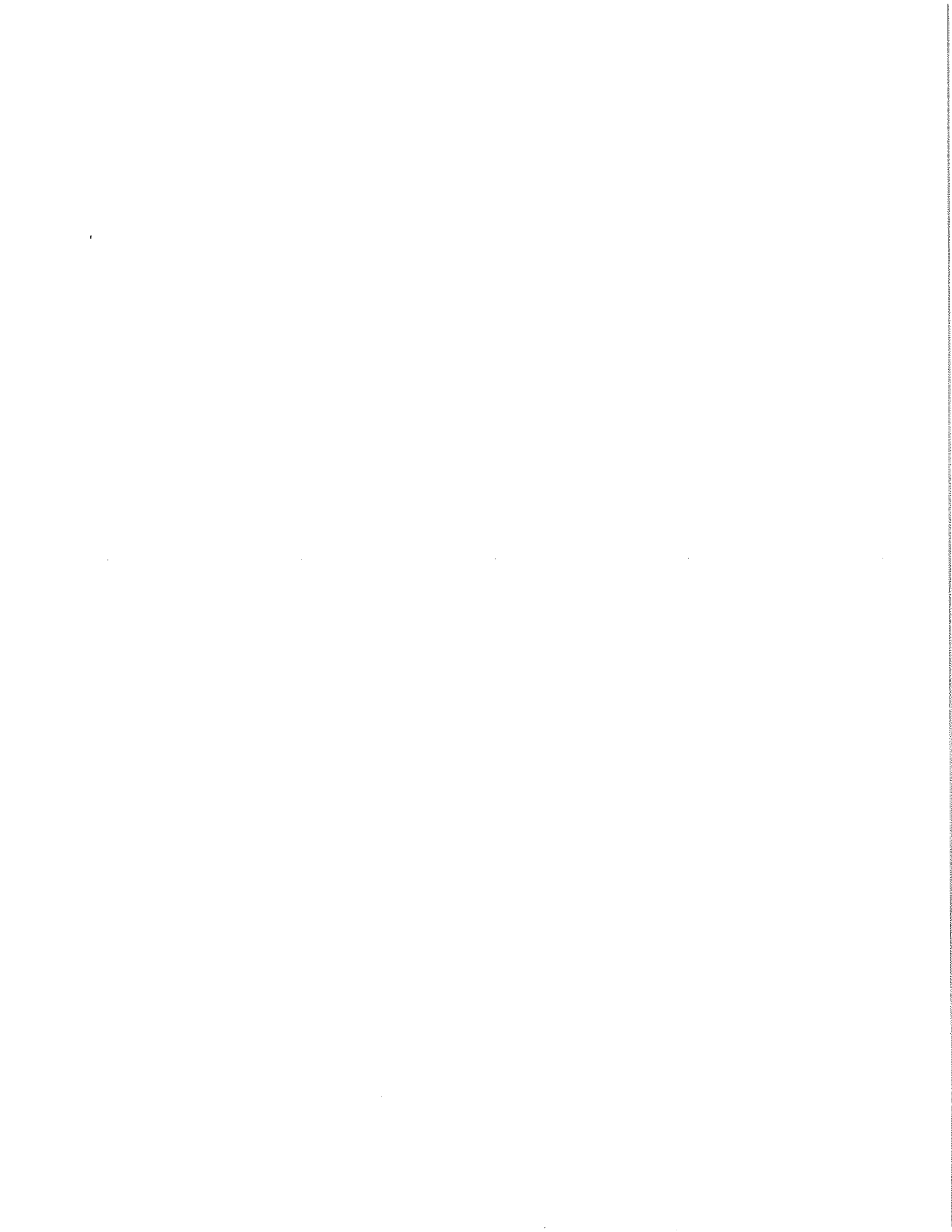
Douglas R. Pung  
Sales Manager

Material	Prod.hier.	Description	Item #	Unit	9/16/2017-9/17/2018 Net Price	9/16/2016-9/16/2017 Net Price	16->17
	94023846	CWCPDDE 5D	108	1,000 \$	378.05 \$	378.05 \$	0%
	25072845	CWCPPEA 31	107	1,000 \$	29.77 \$	29.48 \$	-1%
	25072848	CWCPPEA 31	106	1,000 \$	29.77 \$	29.48 \$	-1%
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	96077777	CWCPVVT 8V	69	1,000 \$	251.33 \$	251.33 \$	0%
	96077774	CWCPVVT 8V	68	1,000 \$	251.33 \$	251.33 \$	0%
	88091768	ERIPAAA A2	74	100 \$	27.56 \$	27.29 \$	-1%
	25180527	ERIPAAA A7	73	100 \$	218.45 \$	210.05 \$	-4%
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NOF IGM LAN HDWARE	IGMPA		30	1 \$	243.00 \$	243.00 \$	0%
NOF IGM LAN HDWARE	IGMPA		31	1 \$	243.00 \$	243.00 \$	0%
NOF IGM LAN HDWARE	IGMPA		34	1 \$	545.00 \$	545.00 \$	0%
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	93160781	IPCPAAA A0	113	1 \$	9.38 \$	9.38 \$	0%
	88158473	LEVPEAC C1	44	1 \$	0.23 \$	0.23 \$	0%
	88158485	LEVPEAC C1	43	1 \$	0.23 \$	0.23 \$	0%
	106500622	LUE	3	1	discontinued	discontinued	0%
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	88164788	LYNPAAA D1	105	1 \$	1.70 \$	1.63 \$	-4%
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	91015729	LYNPAAA D1	103	1 \$	3.11 \$	2.99 \$	-4%
	88028417	MAX	67		discontinued	discontinued	0%
	88028308	MAX	66		discontinued	discontinued	0%
	99682024	MAX	2	1	discontinued	discontinued	0%
	25237805	MAX	6	1	discontinued	discontinued	0%
	25272740	MAX	7	1	discontinued	discontinued	0%
	99426530	MAXPAAA A1	51	1	discontinued	discontinued	0%
	99424639	MAXPAAA A1	50	1	discontinued	discontinued	0%
	25091339	MAXPAAA A7	52	1 \$	246.69 \$	246.69 \$	0%
	25091259	MAXPAAA A7	53	1 \$	493.38 \$	493.38 \$	0%
	22005524	MAXPAA B1	57	1 \$	6.57 \$	6.57 \$	0%
	98293245	MAXPAA B2	56	1 \$	5.32 \$	5.32 \$	0%
	98293251	MAXPAA B2	55	1 \$	5.32 \$	5.32 \$	0%
	98293252	MAXPAA B2	54	1 \$	5.32 \$	5.32 \$	0%
	98290307	MAXPAE E1	59	1 \$	1.28 \$	1.28 \$	0%
	98290305	MAXPAE E1	61	1 \$	1.28 \$	1.28 \$	0%

96000208	MAXPAAE E2	107 276 172	1	1	1.39	1.39	0%	0%	1.39	0%
96000209	MAXPAAE E2	107 276 180	1	1	1.39	1.39	0%	0%	1.39	0%
93193013	MAXPAAE E3	107 067 860	100	100	13.45	13.45	0%	0%	13.45	0%
94003583	MAXPAAE E3	107 067 928	100	100	13.45	13.45	0%	0%	13.45	0%
97122203	MAXPAAE E3	107 984 049	1	1	2.40	2.40	0%	0%	2.40	0%
97122208	MAXPAAE E3	107 984 064	1	1	2.40	2.40	0%	0%	2.40	0%
99682033	MAXPAAF F4	700 007 289	1	1	discontinued					
25262264	MAXPAAF F4	760 109 884	1	1	472.34	472.34	0%	0%	472.34	0%
25112521	MAXPAAF F7	760 057 646	1	1	1,858.33	1,858.33	0%	0%	1,858.33	0%
25089412	MAXPAAI I5	FPCZMPMP6D-PF125	1	1	994.00	994.00	0%	0%	994.00	0%
25199503	MAXPAAI I5	FPCZMPMP6G-PF125	1	1	4,427.00	4,427.00	0%	0%	4,427.00	0%
22005457	MAXPAAJ J4	CPC3312-03F007	1	1	7.45	7.45	-4%	-4%	7.45	-4%
22005501	MAXPAAJ J4	CPC3312-09F003	1	1	6.49	6.49	-4%	-4%	6.49	-4%
22005515	MAXPAAJ J4	CPC3312-08F005	1	1	7.11	7.11	0%	0%	7.11	0%
88028058	MAXPAAO O2	103 801 247	1	1	5.90	5.90	0%	0%	5.90	0%
88028059	MAXPAAO O2	103 801 254	1	1	6.45	6.45	0%	0%	6.45	0%
94005354	MAXPAAO O2	107 059 891	1	1	12.62	12.62	0%	0%	12.62	0%
94005356	MAXPAAO O2	107 059 917	1	1	29.72	29.72	0%	0%	29.72	0%
90088314	MMIMPCCCH 2H	6100-W	1	1	5.09	5.09	0%	0%	5.09	0%
96002334	MMIMPCCCH 2H	8100-YS	1	1	7.72	7.72	0%	0%	7.72	0%
96031700	MMIMPCCN 1N	6192B-254X-2D4H	1	1	0.25	0.25	0%	0%	0.25	0%
88175944	MMIMPEEA A4	33+SUPER-3/4X66FT	1	1	4.13	4.13	0%	0%	4.13	0%
	OTCPA	BX012KFLX9YP	40	40	2.09	2.09	0%	0%	2.09	0%
	OTCPA	BX12-100K-W3EB/1UC-900-OFNP	42	42	2.18	2.18	0%	0%	2.18	0%
	OTCPA	BX24-130K-WLS-900-OFNP	41	41	4.50	4.50	0%	0%	4.50	0%
	OTCPA	DX24-085D-SLX-900-RWB	39	39	1.13	1.13	0%	0%	1.13	0%
89024029	PANPCTV 1V	MWBA1	1	1	3.33	3.33	0%	0%	3.33	0%
91034107	PANPCTV 1V	MWBA-2G	1	1	3.96	3.96	0%	0%	3.96	0%
95018242	PANPEAE E1	HLS-15R0	1	1	11.00	11.00	0%	0%	11.00	0%
98402846	PANPEAE E1	HLS-75R0	1	1	44.94	44.94	0%	0%	44.94	0%
88199653	PANPEAF F1	PLT2S-M	1	1	45.27	45.27	0%	0%	45.27	0%
88199677	PANPEAF F1	PLT3S-M	1	1	120.29	120.29	0%	0%	120.29	0%
88285345	PANPEBA A1	LD10E16-A	1	1	1.79	1.79	0%	0%	1.79	0%
88285344	PANPEBA A1	LD5E16-A	1	1	1.37	1.37	0%	0%	1.37	0%
88198555	PANPEHB B1	P32W2R1-100-7	1	1	8.40	8.40	0%	0%	8.40	0%
98311929	PFTPAAA A0	MNFT1942DU	1	1	112.10	112.10	0%	0%	112.10	0%
98311948	PFTPAAA A0	MNFT1978DU	1	1	133.10	133.10	0%	0%	133.10	0%
99442692	PLT	40700-01	1	1	2.68	2.68	0%	0%	2.68	0%
	PLT	64402-15	1	1	discontinued					
	PLTPA	75010-01	1	1	3.98	3.98	0%	0%	3.98	0%
91010732	PLTPAAA 1A	H41	1	1	discontinued					
25177053	PLTPAAC C5	HW251	1	1	46.52	46.52	0%	0%	46.52	0%
25177054	PLTPAAC C5	HW261	1	1	59.67	59.67	0%	0%	59.67	0%
91003237	PLTPAAJ J1	15729-05	1	1	1.20	1.20	0%	0%	1.20	0%
88203260	PLTPAAJ J1	17593-01	1	1	2.72	2.72	0%	0%	2.72	0%
92039097	PLTPAAJ J1	27019-03	1	1	21.71	21.71	0%	0%	21.71	0%
95025660	PLTPAAJ J1	29960-01	1	1	2.72	2.72	0%	0%	2.72	0%
	PLTPAAJ J1	61642-01	1	1	79.04	79.04	0%	0%	79.04	0%
25082311	PLTPAAJ J1	64394-11	1	1	2.72	2.72	0%	0%	2.72	0%

25011003	PLTPAAU J1	64399-01	125	1	\$	21.71	\$	21.71	0%
25092280	PLTPAAU J1	66735-01	128	1	\$	10.85	\$	10.85	0%
22053330	PLTPAAU J1	HIC-1	118	1	\$	24.43	\$	24.43	0%
22085627	QKNPAAA A1	560-100-007	88	1	\$	1.05	\$	1.04	-1%
22085629	QKNPAAA A1	560-100-014	89	1	\$	1.95	\$	1.93	-1%
22085630	QKNPAAA A1	560-100-025	90	1	\$	3.30	\$	3.27	-1%
22085632	QKNPAAA A1	560-115-003	91	1	\$	0.69	\$	0.68	-1%
22085634	QKNPAAA A1	560-115-007	93	1	\$	1.05	\$	1.04	-1%
22085636	QKNPAAA A1	560-115-014	94	1	\$	1.95	\$	1.93	-1%
22085637	QKNPAAA A1	560-115-025	95	1	\$	3.30	\$	3.27	-1%
22085679	QKNPAAA A1	560-145-005	92	1	\$	0.92	\$	0.91	-1%
22085522	QKNPAAA A1	810-227-003	20	1	\$	6.65	\$	6.65	0%
22085523	QKNPAAA A1	810-227-006	21	1	\$	7.06	\$	7.06	0%
22085524	QKNPAAA A1	810-227-009	22	1	\$	7.40	\$	7.40	0%
25071530	QKNPAAA A1	810-227-017	23	1	\$	7.57	\$	7.57	0%
25071531	QKNPAAA A1	810-227-033	24	1	\$	9.61	\$	9.61	0%
22085527	QKNPAAA A1	810-247-003	25	1	\$	7.49	\$	7.49	0%
22085528	QKNPAAA A1	810-247-006	26	1	\$	7.82	\$	7.82	0%
22085529	QKNPAAA A1	810-247-009	27	1	\$	8.13	\$	8.13	0%
22085530	QKNPAAA A1	810-247-017	28	1	\$	10.40	\$	10.40	0%
22085531	QKNPAAA A1	810-247-033	29	1	\$	11.28	\$	11.28	0%
25105200	QKNPAAA A1	852-142-003	10	1	\$	7.34	\$	7.34	0%
25105201	QKNPAAA A1	852-142-006	11	1	\$	7.86	\$	7.86	0%
25105202	QKNPAAA A1	852-142-009	12	1	\$	8.41	\$	8.41	0%
25105203	QKNPAAA A1	852-142-017	13	1	\$	10.06	\$	10.06	0%
25093199	QKNPAAA A1	852-142-033	14	1	\$	13.32	\$	13.32	0%
25105204	QKNPAAA A1	852-112-003	15	1	\$	7.91	\$	7.91	0%
25105058	QKNPAAA A1	852-112-006	16	1	\$	8.46	\$	8.46	0%
25105059	QKNPAAA A1	852-112-009	17	1	\$	9.17	\$	9.17	0%
25105205	QKNPAAA A1	852-112-017	18	1	\$	10.80	\$	10.80	0%
25105206	QKNPAAA A1	852-112-033	19	1	\$	14.16	\$	14.16	0%
91029553	STIPAAA A0	SSP100	109	1	\$	25.38	\$	25.38	0%
91029552	STIPAAA A0	SSS100	110	1	\$	8.35	\$	8.35	0%
22119963	STIPAAA A1	EZD22	111	1	\$	60.51	\$	60.51	0%
22073693	STIPAAA A1	EZDP33FWS	112	1	\$	121.85	\$	121.85	0%
88253739	TBCPEER R3	500-SC	76	100	\$	59.83	\$	59.83	0%
NOF WING COMM/HDWARE	WINGPA	SPXN084-10	47	1	\$	102.27	\$	102.27	0%
		700 405 673	135				no bid		0%
		700 428 204	124	1	\$				0%
		700 462 518	136				no bid		0%
		CM01	137				no bid		0%
		HS514	138				no bid		0%

↑ 0%  
↓ -4%  
↑ 0%



9/17/2015-9/17/2016 Net Price	15 -> 16
\$ 373.99	-1%
\$ 29.48	0%
\$ 29.48	0%
\$ 422.91	0%
\$ 257.46	2%
\$ 257.46	2%
\$ 29.31	7%
\$ 236.74	13%
\$ 110.68	0%
\$ -	0%
\$ -	0%
\$ -	0%
\$ 207.30	0%
\$ 31.46	-2%
\$ 79.41	-5%
\$ 607.00	-5%
\$ 231.00	-5%
\$ 242.00	0%
\$ 518.00	-5%
\$ 527.00	-5%
\$ 9.38	0%
\$ 0.23	0%
\$ 0.23	0%
\$ -	0%
\$ 0.86	-2%
\$ 1.26	-2%
\$ 1.77	-1%
\$ 1.62	-1%
\$ 1.62	-1%
\$ 1.62	-1%
\$ 2.96	-1%
\$ -	0%
\$ -	0%
\$ -	0%
\$ 152.57	0%
\$ 237.11	0%
\$ 144.00	1%
\$ 287.90	1%
\$ 245.28	-1%
\$ 490.35	-1%
\$ 6.31	-4%
\$ 5.20	-2%
\$ 5.20	-2%
\$ 5.20	-2%
\$ 1.34	5%
\$ 1.28	0%

\$	1.39	0%
\$	1.45	4%
\$	13.31	-1%
\$	13.31	-1%
\$	2.38	-1%
\$	2.38	-1%
\$	-	0%
\$	472.34	0%
\$	1,858.33	0%
\$	994.00	0%
\$	4,427.00	0%
\$	7.26	-3%
\$	6.07	-3%
\$	6.68	-2%
\$	5.77	-2%
\$	6.28	-3%
\$	12.26	-3%
\$	30.46	2%
\$	5.02	-1%
\$	7.62	-1%
\$	0.23	-8%
\$	4.03	-2%
\$	1.99	-5%
\$	2.07	-5%
\$	4.28	-5%
\$	1.07	-5%
\$	2.97	-11%
\$	4.08	3%
\$	11.00	0%
\$	44.94	0%
\$	44.96	-1%
\$	117.52	-2%
\$	1.81	1%
\$	1.37	0%
\$	8.40	0%
\$	112.10	0%
\$	133.10	0%
\$	2.76	3%
\$	-	0%
\$	3.84	-4%
\$	51.30	4%
\$	42.56	-9%
\$	57.72	-3%
\$	1.24	3%
\$	2.80	3%
\$	22.61	4%
\$	2.80	3%
\$	75.89	-4%
\$	2.80	3%



went up



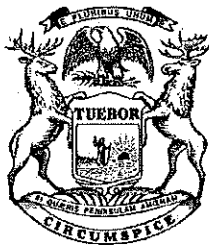
22

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	25237805	MAX	6	1	discontinued	discontinued	0%
	25272740	MAX	7	1	discontinued	discontinued	0%
	99426530	MAXPAAA A1	51	1	discontinued	discontinued	0%
	99424639	MAXPAAA A1	50	1	discontinued	discontinued	0%
	25091339	MAXPAAA A7	52	1 \$	246.69 \$	246.69 \$	0%
	25091259	MAXPAAA A7	53	1 \$	493.38 \$	493.38 \$	0%
	22005524	MAXPAAAB B1	57	1 \$	6.57 \$	6.57 \$	0%
	98293245	MAXPAAAB B2	56	1 \$	5.32 \$	5.32 \$	0%
	98293251	MAXPAAAB B2	55	1 \$	5.32 \$	5.32 \$	0%
	98293252	MAXPAAAB B2	54	1 \$	5.32 \$	5.32 \$	0%
	98290307	MAXPAAE E1	59	1 \$	1.28 \$	1.28 \$	0%
	98290305	MAXPAAE E1	61	1 \$	1.28 \$	1.28 \$	0%

96000208	MAXPAAE E2	107 276 172		60	1	\$	1.39	\$	1.39	0%
96000209	MAXPAAE E2	107 276 180		58	1	\$	1.39	\$	1.39	0%
93193013	MAXPAAE E3	107 067 860		64	100	\$	13.45	\$	13.45	0%
94003583	MAXPAAE E3	107 067 928		65	100	\$	13.45	\$	13.45	0%
97122203	MAXPAAE E3	107 984 049		62	1	\$	2.40	\$	2.40	0%
97122208	MAXPAAE E3	107 984 064		63	1	\$	2.40	\$	2.40	0%
99882033	MAXPAAF F4	700 007 289		1	1	\$	discontinued			0%
25262264	MAXPAAF F4	760 109 884		4	1	\$	472.34	\$	472.34	0%
25112521	MAXPAAF F7	760 057 646		5	1	\$	1,858.33	\$	1,858.33	0%
25089412	MAXPAAI I5	PPCZMPMP6D-PF125		9	1	\$	994.00	\$	994.00	0%
25199503	MAXPAAI I5	FPCZMPMP6G-PF125		8	1	\$	4,427.00	\$	4,427.00	0%
22005457	MAXPAAJ J4	CPC3312-03F007		98	1	\$	7.75	\$	7.45	-4%
22005501	MAXPAAJ J4	CPC3312-09F003		96	1	\$	6.49	\$	6.24	-4%
22005515	MAXPAAJ J4	CPC3312-08F005		97	1	\$	7.11	\$	6.84	-4%
88028058	MAXPAAO O2	103 801 247		84	1	\$	5.90	\$	5.90	0%
88028059	MAXPAAO O2	103 801 254		85	1	\$	6.45	\$	6.45	0%
94005354	MAXPAAO O2	107 059 891		86	1	\$	12.62	\$	12.62	0%
94005356	MAXPAAO O2	107 059 917		87	1	\$	29.72	\$	29.72	0%
90088314	MMPCCCH 2H	6100-W		36	1	\$	5.09	\$	5.09	0%
96002334	MMPCCCH 2H	8100-YS		37	1	\$	7.72	\$	7.72	0%
96031700	MMPCCCH 1N	6192B-254X-2D4H		38	1	\$	0.25	\$	0.25	0%
88175944	MMPPEEA A4	33+SUPER-3/4X66FT		82	1	\$	4.13	\$	4.13	0%
	NOF OTC COMM/CABLE	OTCPA		40	ft	\$	2.09	\$	2.09	0%
	NOF OTC COMM/CABLE	OTCPA		42	ft	\$	2.18	\$	2.18	0%
	NOF OTC COMM/CABLE	OTCPA		41	ft	\$	4.50	\$	4.50	0%
	NOF OTC COMM/CABLE	OTCPA		39	ft	\$	1.13	\$	1.13	0%
89024029	PANPCTV 1V	MWBA1		71	1	\$	3.33	\$	3.33	0%
91034107	PANPCTV 1V	MWBA-2G		72	1	\$	3.96	\$	3.96	0%
95018242	PANPEAE E1	HLS-15R0		79	1	\$	11.00	\$	11.00	0%
98402846	PANPEAE E1	HLS-75R0		78	1	\$	44.94	\$	44.94	0%
88199653	PANPEAF F1	PLT2S-M		80	1	\$	45.27	\$	45.27	0%
88199677	PANPEAF F1	PLT3S-M		81	1	\$	120.29	\$	120.29	0%
88285345	PANPEBA A1	LD10E16-A		49	1	\$	1.79	\$	1.79	0%
88285344	PANPEBA A1	LD5E16-A		48	1	\$	1.37	\$	1.37	0%
88198555	PANPEHB B1	P32W2R1-100-7		77	1	\$	8.40	\$	8.40	0%
98311929	PFTPAAA A0	MINFT1942DU		46	1	\$	112.10	\$	112.10	0%
98311948	PFTPAAA A0	MINFT1978DU		45	1	\$	133.10	\$	133.10	0%
99442692	PLT	40700-01		122	1	\$	2.68	\$	2.68	0%
	NOF PLT VOICE PROD	PLT		126	1	\$	discontinued			0%
	NOF PLT VOICE PROD	PLT		127	1	\$	3.98	\$	3.98	0%
91010732	PLTPAAA 1A	H41		114	1	\$	discontinued			0%
25177053	PLTPAAC C5	HW251		115	1	\$	46.52	\$	46.52	0%
25177054	PLTPAAC C5	HW261		116	1	\$	59.67	\$	59.67	0%
91003237	PLTPAAJ J1	15729-05		121	1	\$	1.20	\$	1.20	0%
88203260	PLTPAAJ J1	17593-01		120	1	\$	2.72	\$	2.72	0%
92039097	PLTPAAJ J1	27019-03		123	1	\$	21.71	\$	21.71	0%
95025660	PLTPAAJ J1	29960-01		119	1	\$	2.72	\$	2.72	0%
	PLTPAAJ J1	61642-01		117	1	\$	79.04	\$	79.04	0%
25082311	PLTPAAJ J1	64394-11		129	1	\$	2.72	\$	2.72	0%

25011003	PLTPAA J1	64399-01	125	1	\$	21.71	\$	21.71	0%
25092280	PLTPAA J1	66735-01	128	1	\$	10.85	\$	10.85	0%
22053330	PLTPAA J1	HIC-1	118	1	\$	24.43	\$	24.43	0%
22085627	QKNPAAA A1	560-100-007	88	1	\$	1.05	\$	1.04	-1%
22085629	QKNPAAA A1	560-100-014	89	1	\$	1.95	\$	1.93	-1%
22085630	QKNPAAA A1	560-100-025	90	1	\$	3.30	\$	3.27	-1%
22085632	QKNPAAA A1	560-115-003	91	1	\$	0.69	\$	0.68	-1%
22085634	QKNPAAA A1	560-115-007	93	1	\$	1.05	\$	1.04	-1%
22085636	QKNPAAA A1	560-115-014	94	1	\$	1.95	\$	1.93	-1%
22085637	QKNPAAA A1	560-115-025	95	1	\$	3.30	\$	3.27	-1%
22085679	QKNPAAA A1	560-145-005	92	1	\$	0.92	\$	0.91	-1%
22085522	QKNPAAA A1	810-227-003	20	1	\$	6.65	\$	6.65	0%
22085523	QKNPAAA A1	810-227-006	21	1	\$	7.06	\$	7.06	0%
22085524	QKNPAAA A1	810-227-009	22	1	\$	7.40	\$	7.40	0%
25071530	QKNPAAA A1	810-227-017	23	1	\$	7.57	\$	7.57	0%
25071531	QKNPAAA A1	810-227-033	24	1	\$	9.61	\$	9.61	0%
22085527	QKNPAAA A1	810-247-003	25	1	\$	7.49	\$	7.49	0%
22085528	QKNPAAA A1	810-247-006	26	1	\$	7.82	\$	7.82	0%
22085529	QKNPAAA A1	810-247-009	27	1	\$	8.13	\$	8.13	0%
22085530	QKNPAAA A1	810-247-017	28	1	\$	10.40	\$	10.40	0%
22085531	QKNPAAA A1	810-247-033	29	1	\$	11.28	\$	11.28	0%
25105200	QKNPAAA A1	852-L42-003	10	1	\$	7.34	\$	7.34	0%
25105201	QKNPAAA A1	852-L42-006	11	1	\$	7.86	\$	7.86	0%
25105202	QKNPAAA A1	852-L42-009	12	1	\$	8.41	\$	8.41	0%
25105203	QKNPAAA A1	852-L42-017	13	1	\$	10.06	\$	10.06	0%
25093199	QKNPAAA A1	852-L42-033	14	1	\$	13.32	\$	13.32	0%
25105204	QKNPAAA A1	852-LL2-003	15	1	\$	7.91	\$	7.91	0%
25105058	QKNPAAA A1	852-LL2-006	16	1	\$	8.46	\$	8.46	0%
25105059	QKNPAAA A1	852-LL2-009	17	1	\$	9.17	\$	9.17	0%
25105205	QKNPAAA A1	852-LL2-017	18	1	\$	10.80	\$	10.80	0%
25105206	QKNPAAA A1	852-LL2-033	19	1	\$	14.16	\$	14.16	0%
91029553	STIPAAA A0	SSP100	109	1	\$	25.38	\$	25.38	0%
91029552	STIPAAA A0	SSS100	110	1	\$	8.35	\$	8.35	0%
22119963	STIPAAA A1	EZD22	111	1	\$	60.51	\$	60.51	0%
22073693	STIPAAA A1	EZDP33FWS	112	1	\$	121.85	\$	121.85	0%
88253739	TBCPEER R3	500-SC	76	100	\$	59.83	\$	59.83	0%
NOF WING COMM/HDWARE	WINGPA	SPXN084-10	47	1	\$	102.27	\$	102.27	0%
		700 405 673	135				no bid		0%
		700 428 204	124	1	\$				0%
		700 462 518	136				no bid		0%
		CM01	137				no bid		0%
		HS514	138				no bid		0%

↑ 0%  
↓ -4%  
↑ 0%



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **004**  
to  
Contract Number **071B1300376**

<b>CONTRACTOR</b>	GRAYBAR ELECTRIC CO INC
	2204 Turner Ave.
	Walker, MI 49544
	Brad Brockman
	616-451-2701
	Bradley.brockman@graybar.com
	*****4380

<b>STATE</b>	Program Manager	Scott Hall	DTMB
		517-241-4255	
		Halls9@michigan.gov	
	Contract Administrator	Mike Breen	DTMB
		(517) 284-7002	
		breenm@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION: JUST IN TIME (JIT) TELEPHONE EQUIPMENT, CABLE AND PARTS - TELECOMMUNICATIONS</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
September 16, 2011	September 15, 2014	5 - 1 Year	September 15, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING		
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
MINIMUM DELIVERY REQUIREMENTS				
<b>DESCRIPTION OF CHANGE NOTICE</b>				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>		<input type="checkbox"/>	12 months	September 15, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$2,519,857.91		\$ 0.00	\$2,519,857.91	
<b>DESCRIPTION:</b> Per Agency request exercising one year option to 9/15/17 to support an additional year of acquisition for Telecommunication JIT parts. All other terms and conditions remain the same.				



401 Elm Street  
LANSING, MI, 48912

**Douglas Pung**

Sales Manager

Phone 517-827-6200

Direct 616-292-6069

Fax 517-487-0532

September 15, 2016

Scott Hall  
Network & Telecommunications Services Division  
DTMB  
P.O. Box 30026  
Lansing, MI 48909

Re: Contract No. 071B1300376

Dear Mr. Hall:

The above referenced contract is renewed for the period of 9/16/2016 to 09/16/2017. Please contact me with any questions. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas R. Pung".

Douglas R. Pung  
Sales Manager

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 3**  
 to  
**CONTRACT NO. 071B1300376**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Graybar Electric Co, Inc.  2204 Turner Ave.  Walker, MI 49544	Brad Brockman	Bradley.brockman@graybar.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(616) 451-2701	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Darrin Fogg		Foggd1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION: Just in Time (JIT) Telephone Equipment, Cable and Parts - Telecommunications</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 16, 2011	September 15, 2014	5, one year	September 15, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	Sept. 15, 2016
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$1,719,857.91	\$800,000.00	\$2,519,857.91		

**DESCRIPTION:**

Effective July 7, 2015, a contract option year is exercised. New contract end date is September 15, 2016. Contract is also increased by \$800,000.00 for future acquisitions of electrical and cable supplies for the DTMB Network and Telecommunications Division. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on July 7, 2015.

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 2**  
 to  
**CONTRACT NO. 071B1300376**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Graybar Electric Co, Inc. 2204 Turner Ave. Walker, MI 49544	Brad Brockman	bradley.brockman@graybar.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(616) 451-2701	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Darrin Fogg		foggd1@michigan.gov
BUYER	DTMB	Mike Breen	517-241-7720	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>Just in Time (JIT) Telephone Equipment, Cable and Parts - Telecommunications</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 16, 2011	September 15, 2014	5, one year	September 15, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	09/15/2015
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
\$0.00			\$1,719,857.91	

Effective October 3, 2014, the first option year available is hereby exercised for this Contract, extending the end date to September 15, 2015. The Contract value remains unchanged. This is allowable per the existing contract terms. All other terms, conditions, current pricing and specifications remain the same except as allowed by Contract provision for pricing review with documented shortage of raw material. Per vendor, agency and DTMB Procurement agreement.

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 1**  
 to  
**CONTRACT NO. 071B1300376**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Graybar Electric Co, Inc. 2204 Turner Ave. Walker, MI 49544	Brad Brockman	bradley.brockman@graybar.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(616) 451-2701	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Darrin Fogg		foggd1@michigan.gov
BUYER	DTMB	Mike Breen	517-241-7720	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: <b>Just in Time (JIT) Telephone Equipment, Cable and Parts - Telecommunications</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 16, 2011	September 15, 2014	5, one year	September 15, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$1,719,857.91		

Effective June 11, 2013, the following language is hereby added to this contract:

**2.11.6 PCI Data Security Standard**

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where

cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

All other terms, conditions, pricing and specifications remain the same. Per DTMB Procurement approval.

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET** September 28, 2011  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

**NOTICE**  
**OF**  
**CONTRACT NO. 071B1300376**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>Graybar Electric Co., Inc</b> <b>2204 Turner Ave</b> <b>Walker, MI 49544</b>  <p style="text-align: right;"><b>Email: <a href="mailto:Bradley.brockman@graybar.com">Bradley.brockman@graybar.com</a></b></p>	TELEPHONE Brad Brockman <b>616-451-2701</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 335-0462 <b>Christine Mitchell</b>
Contract Compliance Inspector: Darrin Fogg, DTMB Telecommunications <a href="mailto:Foggd1@michigan.gov">Foggd1@michigan.gov</a> <b>Just in Time (JIT) Telephone Equipment, Cable and Parts - Telecommunications</b>	
CONTRACT PERIOD: <b>3 yrs. + 5 one-year options</b> From: <b>9/16/2011</b> To: <b>9/15/2014</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
ALTERNATE PAYMENT OPTIONS: <input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:	

**TOTAL ESTIMATED CONTRACT VALUE: \$573,285.97/year for three years; Total \$1,719,857.91**

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

**CONTRACT NO. 071B1300376**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>Graybar Electric Co., Inc</b> <b>2204 Turner Ave</b> <b>Walker, MI 49544</b>  <b>Email: Bradley.brockman@graybar.com</b>	TELEPHONE Brad Brockman <b>616-451-2701</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 335-0462 <b>Christine Mitchell</b>
Contract Compliance Inspector: Darrin Fogg, DTMB Telecommunications Foggd1@michigan.gov <b>Just in Time (JIT) Telephone Equipment, Cable and Parts - Telecommunications</b>	
CONTRACT PERIOD: <b>3 yrs. + 5 one-year options</b> From: <b>9/16/2011</b> To: <b>9/15/2014</b>	
TERMS	SHIPMENT
<b>N/A</b>	<b>N/A</b>
F.O.B.	SHIPPED FROM
<b>N/A</b>	<b>N/A</b>
ALTERNATE PAYMENT OPTIONS: <input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	
MISCELLANEOUS INFORMATION: <b>The terms and conditions of this Contract are those of Solicitation #ITB-CM-07111300213, this Contract Agreement and the vendor's quote dated 7/28/201. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</b>	
<b>Estimated Contract Value: \$573,285.97/year for three years; Total: \$1,719,857.91</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. ITB-CM-07111300213. Orders for delivery will be issued directly by the DTMB Telecommunications through the issuance of a Purchase Order Form or Procurement Card Order.

**All terms and conditions of the invitation to bid are made a part hereof.**

<b>FOR THE CONTRACTOR:</b>	<b>FOR THE STATE:</b>
Graybar Electric Co., Inc.	Signature
Firm Name	Jeff Brownlee, Chief Procurement Officer
Authorized Agent Signature	Name/Title
Click to type name of agent; or, delete this box	DTMB Purchasing Operations
Authorized Agent (Print or Type)	Division
Date	Date



**STATE OF MICHIGAN**  
**Department of Technology, Management and Budget**  
**Purchasing Operations**

Contract No. 071B1300376  
(Just in Time Cable and Parts - Telecommunications)

Buyer Name: Christine Mitchell  
Telephone Number: 517-335-0462  
E-Mail Address: mitchellc4@michigan.gov



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**Pricing**

- Graybar Contracted
- Graybar Backup



## Definitions

This section provides definitions for terms used throughout this document.

**Business Day** - whether capitalized or not, means any day other than a Saturday, Sunday, State employee temporary layoff day, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am through 5:00pm Eastern Time unless otherwise stated.

**Buyer** – the DTMB-Purchasing Operations employee identified on the cover page of this ITB.

**Chronic Failure** - as defined in applicable Service Level Agreements.

**Contract** – based on this ITB, an agreement that has been approved and executed by the awarded bidder, the DTMB-Purchasing Operations Director, and the State Administrative Board.

**Contractor** – the awarded bidder after the Effective Date.

**Days** - Business Days unless otherwise specified.

**Deleted, Not Applicable** - the section is not applicable or included in this ITB. This is used as a placeholder to maintain consistent numbering.

**Deliverable(s)** - physical goods or commodities as required or identified in a Statement of Work.

**Eastern Time** – either Eastern Standard Time or Eastern Daylight Time, whichever is prevailing in Lansing, Michigan.

**Effective Date** - the date that a binding contract is executed by the final party.

**Final Acceptance** - has the meaning provided in Section 2.8.7, Final Acceptance, unless otherwise stated in Article 1.

**Key Personnel** - any personnel designated as Key Personnel in Sections 1.3.3, Staff, Duties, and Responsibilities, and 2.4.2, Contractor Key Personnel, subject to the restrictions of Section 2.4.2.

**Post-Industrial Waste** - industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

**Purchase Order** - a written document issued by the State that requests full or partial performance of the Contract.

**State** - the State of Michigan.

**State Location** - any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

**Stop Work Order** - a notice requiring the Contractor to fully or partially stop work in accordance with the terms of the notice.

**Subcontractor** - a company or person that the Contractor delegates performance of a portion of the Deliverable(s) to, but does not include independent contractors engaged by the Contractor solely in a staff augmentation role.

**Unauthorized Removal** - the Contractor's removal of Key Personnel without the prior written consent of the State.



**Article 1 – Statement of Work**

**1.1 Project Identification**

**1.1.1 Project Request**

This Contract is established to supply competitive pricing and quality delivery service for the purchase of cable and piece parts necessary for the Department of Technology, Management & Budget (DTMB), Telecommunications Division to maintain continued operations of the State’s central office phone systems. Each awarded supplier will be issued a Contract with two parts and pricing lists, one for those items awarded to the Contractor as the primary supplier, and one as a backup supplier. When products are required, the agency will go first to the awarded primary supplier to fill the request; if the items are unavailable with that supplier at the time, the agency will then go to the backup supplier to fulfill the request.

**1.1.2 Background**

DTMB Telecom is responsible for update, repair and maintenance of the state’s central office phone systems. In essence the Delivery Services Unit of this organization serves as a private phone company within the state. As with any such operation, quick, efficient and competitively-priced access to new, repair and replacement parts is key to successful management.

**1.2 Scope of Work and Deliverable(s)**

**1.2.1 In Scope – [Deleted, Not Applicable]**

**1.2.2 Deliverable(s)**

Contractor must provide the following Deliverable(s):  
The deliverables in the line item listing published for this solicitation.

Approved brands or manufacturers' lines are provided where applicable - The Contractor must provide each line item according to the brand requirements detailed in the Contract. Alternate brands or manufacturers' lines may be considered when the contracted product is unavailable from either the primary or backup supplier.

Contractor Agreement:

Accept

**1.2.3 Quantity**

The State is not obligated to purchase in any specific quantity.

**1.2.4 Ordering**

The State will issue Purchase Orders against any Contract(s) resulting from this solicitation as items are needed and/or required. The Contractor is not authorized to provide products until receipt of a Purchase Order (PO) or Procurement Card order via Email, by phone, or via Online State of Michigan (COM) catalog as available. The order must reference the associated Contract number(s) and must include a detailed list of the requested items and their individual Contract pricing as well as a total order amount. For sample order form see Attachment 3. In the event of PO’s submitted by phone, a confirming email must be sent back to the requestor including the detailed item numbers, prices and total cost.

**1.2.5 Alternate Workstatements**

Reserved.

**1.3 Management and Staffing**

**A. Contractor Staff**

Contractor must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor’s organization and abilities.



The SOM has identified the following as key personnel for this project:

- **Single Point of Contact. (SPOC)**

The Contractor will identify a **Single Point of Contact (SPOC)**. The duties of the SPOC shall include, but not be limited to:

- Supporting the management of the Contract.
- Facilitating dispute resolution.
- Available via toll free number during normal business hours (8:00 am to 5:00 pm EST).
- Communication on order and delivery status and issues.
- Manage resolution of order and delivery issues.
- Provide information on business processes for using the contract.
- Route calls or requests to the appropriate resource.
- Escalate contract and performance issues to the appropriate resource.

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

**1.3.1 Project Management**

RESERVED

**1.3.2 Reports**

The Contractor must submit the following periodic reports (annually) to the State: usage reports, including quantity and dollars for State and MiDEAL members. In addition, the Contractor must provide the following reports:

**1.3.3 Staff, Duties, and Responsibilities**

The state will provide a list of authorized requestors to order products from the Contract(s) resulting from the ITB.

Contractor Agreement:

Accept

**1.3.4 Meetings**

Reserved

**1.3.5 Place of Performance**

Location of all facilities that will be involved in providing products for the Contract:

Company Name	Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location
Graybar Electric	401 Elm St., Lansing, MI	Graybar	40%
Graybar Electric	2204 Turner Ave., Walker, MI	Graybar	40%
Graybar Electric	Joliet Zone, Joliet, IL	Graybar	20%

**1.3.6 Reserved**

**1.3.7 Binding Commitments**

Representative with the authority to make binding commitments on the Contractor's behalf:

Chris Connor (Branch Manager)

**1.3.8 Training**

No training is required for this Contract.



**1.3.9 Security**

The Contractor may be required to make frequent deliveries to State facilities.

The State may issue State ID badges to the Contractor's delivery personnel. The State may decide to perform an additional background check under Section 2.4.9, Background Checks. The Contractor must provide a list of all personnel, including name and date of birth that will be assigned to State work and/or at a State facility to meet the requirements of this contract, including delivery services.

**1.4 Delivery and Acceptance**

**1.4.1 Time Frames**

All Deliverable(s) must be delivered within one (1) to two (2) Days after receipt of order unless otherwise noted and agreed. The receipt of order date is governed in the same manner as notices sent under Section 2.3.6, Notices.

Contractor Agreement:

Delivery will be made by Graybar Truck, UPS, Common Carrier. Delivery time is subject to product availability.

**1.4.2 Minimum Order**

There is no minimum order for this Contract.

**1.4.3 Packaging**

The Contractor must explain the details of its proposed packaging sizes for the Deliverable(s) if specific requirements exist for the products requested. For example: cable reels must be kept to minimum size required for reel cut length requested.

Packaging and containers must meet the current requirements of state and federal law applicable to rail and motor carrier freight classifications, which will permit application of the lowest freight rate.

Contractor Agreement:

Accept

**1.4.4 Palletizing**

Shipments must be palletized whenever possible. Manufacturer's standard 4-way shipping pallets must be used. The Contractor must explain if it cannot meet these standards.

Contractor Agreement:

Accept

**1.4.5 Delivery Term**

Unless specified otherwise below, delivery is governed by Section 2.8.2, Delivery Responsibilities.

The Contractor must deliver "F.O.B. Destination, within Government Premises" with transportation charges prepaid on all orders that meet the minimum order requirement specified in Section 1.4.2, Minimum Order.

**Freight Charges** - If the State orders below the minimum order requirement specified in Section 1.4.2, Minimum Order, or if a Contractor quotes F.O.B. Shipping Point on one-time purchases, the Contractor must specify the carrier being used.

Where the weight of the shipment is less than 150 lbs. or where shipments could be separated into smaller parcels, the Contractor must use the State's current express delivery carrier, which is UPS. If the shipment weighs less than 150 lbs., but the Deliverable costs \$3000 or more, it must be sent by an appropriate carrier.



If the Contractor fails to follow these shipping instructions, the State will pay the carrier used and deduct the difference from the Contractor's invoice for the amount that was charged and the amount that would have been charged if the required carrier had been used.

Contractor Agreement:

Accept

**1.4.6 Acceptance Process**

The acceptance process is defined in Section 2.8.4, Acceptance of Deliverable(s), unless otherwise defined in this section.

**1.4.7 Criteria**

The State will use the following criteria to determine acceptance of Deliverable(s):

Products must be received without damage, in the quantities ordered, and within the time frame agreed upon with the order.

Contractor Agreement:

Accept

**1.5 Proposal Pricing**

**1.5.1 Pricing**

The Contractor has specified the fixed prices for all Products/Deliverable(s), within the pricing fields provided within the line item ITB published on Bid4Michigan as supplemented by subsequent clarifications. Payment amounts will be as required by Section 2.2.1, Fixed Prices for Deliverable(s).

**1.5.2 Quick Payment Terms**

No quick payment discount will be offered.

Contractors should note: the Procurement and Direct Voucher payment types are authorized for this Contract.

**1.5.3 Price Term**

Prices in the attached price tables are firm with prospective renegotiation at an agreed upon time. The criteria for a re-determination of pricing are under Section 2.3.5, Price Changes.

**1.5.4 Tax Excluded from Price**

(a) Sales Tax: The State is exempt from sales tax for direct purchases. The Contractor's prices must not include sales tax. DTMB-Purchasing Operations will furnish exemption certificates for sales tax upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under the Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Contractor's prices must not include the Federal Excise Tax.

**1.5.5 Invoices**

Many PO's issued from this Contract will be paid via State procurement card. In the case of procurement card payments, Contractor(s) will be providing a receipt with the following information, rather than an invoice.



The Contractor must provide a sample invoice that, at a minimum, includes:

- (a) Date
- (b) PO #
- (c) Quantity
- (d) Deliverable
- (e) Unit Price
- (f) Shipping Cost (if any)
- (g) Total Price

Contractor Agreement:

Accept.

**1.6 Commodity Requirements**

**1.6.1 Customer Service**

The Contractor must confirm whether it is able to receive orders by any of the following methods: electronically, phone, facsimile transmission, or by written order. The Contractor must have internal controls, approved by DTMB-Purchasing Operations, to: (a) ensure that only authorized individuals place orders; and (b) verify any orders that appear to be abnormal.

The Contractor must have: (a) one or more knowledgeable individual(s) specifically assigned to State of Michigan accounts that will respond to State agency inquiries promptly; and (b) a statewide toll-free number for customer service calls. If not, the Contractor must explain how it intends to provide customer service.

Contractor Agreement:

Accept

**1.6.2 Research and Development**

Reserved.

**1.6.3 Quality Assurance Program**

The Contractor must explain its Quality Assurance Program(s) and process for resolving issues relative to delivery of damaged or substandard products.

Contractor Response:

ISO 9001:2008 Certified (See Attached)

**1.6.4 Warranty for Deliverable(s)**

The Contractor provide warranties as required by Section 2.13, Warranties. The Contractor must explain the process for reporting warranty issues and how it will handle any repairs or replacements.

Contractor Agreement:

See amended section 2.13.

**1.6.5 Special Incentives**

The Contractor must explain any special incentives that the Contractor is providing, such as return policies, trade-in programs, quantity discounts, etc.

Contractor Agreement:

Credit may be allowed for goods returned with prior approval.

**1.6.6 Energy Efficiency**

The State prefers to purchase energy-efficient products, including "Energy Star" certified products. The Contractor must explain if it intends to provide energy-efficient or "Energy Star" certified products.



Contractor Agreement:

N/A

**1.6.7 Environmental Requirements**

The State prefers to purchase products that impact the environment less than competing products. Environmental components that may be considered include: recycled content, recyclability, and the presence of undesirable materials in the products, especially persistent, bioaccumulative, and toxic chemicals. The Contractor must explain if it intends to provide such products, including any relevant third-party certification (such as Green Seal, etc.).

Contractor Agreement:

N/A

**1.6.8 Recycled Content and Recyclability**

Contractor Agreement:

N/A

**1.6.9 Materials Identification and Tracking**

(a) **Hazardous Chemical Identification.**

Contractor Agreement:

N/A

(c) **Brominated Flame Retardants**

Contractor Agreement:

N/A

(d) **Environmental Permits and Requirements.**

Contractor Agreement:

N/A

**1.7 Extended Purchasing**

**1.7.1 MiDEAL**

The Management and Budget Act, MCL 18.1263, permits the State to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, or community or junior college (MiDEAL Members).

Deliverable(s) will not be supplied to MiDEAL Members.

**1.7.2 State Employee Purchases**

Reserved.



## **Article 2 – Terms and Conditions**

### **2.1 Contract Term**

#### **2.1.1 Contract Term**

The Contract term begins September, 2011 and expires September, 2014. All outstanding Purchase Orders will expire upon the termination of the Contract for any of the reasons listed in Section 2.16, Termination by the State, unless otherwise agreed to in writing by DTMB-Purchasing Operations. Absent an early termination, Purchase Orders issued, but not expired, by the end of the Contract's term will remain in effect until the next September 30.

#### **2.1.2 Options to Renew**

This Contract may be renewed for up to five (5) additional one (1)-year period(s). Renewal must be by mutual written agreement of the parties, and should occur not less than 30 days before expiration of the Contract.

### **2.2 Payments and Taxes**

#### **2.2.1 Fixed Prices for Deliverable(s)**

Prices are fixed for all Deliverable(s); subject to Section 2.3.5 below.

#### **2.2.2 Payment Deadlines**

Undisputed invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 *et seq.*, within 30 days of billing date.

#### **2.2.3 Invoicing and Payment – In General [Deleted, Not Applicable]**

#### **2.2.4 Pro-ration [Deleted, Not Applicable]**

#### **2.2.5 Final Payment and Waivers**

The Contractor's acceptance of final payment by the State constitutes a waiver of all claims by the Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For other claims, final payment by the State will not constitute a waiver by either party of any rights as to the other party's continuing obligations, nor will it constitute a waiver of any claims under this Contract, including claims for Deliverable(s) not reasonably known to be defective or substandard.

#### **2.2.6 Electronic Payment Requirement**

As required by MCL 18.1283a, the Contractor must electronically register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer (EFT) payments.

#### **2.2.7 Employment Taxes**

The Contractor must collect and pay all applicable federal, state, and local employment taxes.

#### **2.2.8 Sales and Use Taxes**

The Contractor must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contractor lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.



## **2.3 Contract Administration**

### **2.3.1 Issuing Office**

This Contract is issued by DTMB-Purchasing Operations on behalf of DTMB Telecommunications (State). **DTMB-Purchasing Operations is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications.** The Contract Administrator within DTMB-Purchasing Operations for this Contract is:

Christine Mitchell, CPPB, Buyer Specialist  
Purchasing Operations  
Department of Technology, Management and Budget  
Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
Mitchellc4@michigan.gov  
(517) 335-0462

### **2.3.2 Contract Compliance Inspector**

The Contract Compliance Inspector, named below, will monitor and coordinate Contract activities on a day-to-day basis. However, monitoring of this Contract implies **no authority to modify the terms and conditions of this Contract, including the prices and specifications.**

Darrin Fogg, Electronics Technician Supervisor  
Department of Technology, Management & Budget, Telecommunications  
608 West Allegan  
1<sup>st</sup> Floor Hannah  
Lansing, MI 48933  
Foggd1@michigan.gov  
(517) 373-0099

### **2.3.3 Project Manager**

Reserved.

### **2.3.4 Contract Changes**

(a) If the State requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the Contract, the Contractor must notify the State before performing the requested activities. If the Contractor fails to notify the State, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

(b) The State or the Contractor may propose changes to the Contract. If the Contractor or the State requests a change to the Deliverable(s) or if the State requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, DTMB-Purchasing Operations will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the Contract (Contract Change Notice).

(c) No proposed change may be performed until DTMB-Purchasing Operations issues a duly executed Contract Change Notice for the proposed change.

### **2.3.5 Price Changes**

If allowed by Section 1.5.3, Price Term, the State and the Contractor will complete a pricing review for specific items as required, to allow for changes based on actual costs incurred. ***Determination of the need for***



**pricing review will be at the State’s discretion and based on documentation presented in support of the requested change(s).** Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(c) In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one year option, if available.

(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options.

(f) Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.

**Contractor Agreement:**

Because of the increasing prices of copper and gas, our suppliers have periodically have price increases that we have to apply to customer pricing.

**2.3.6 Notices**

All notices and other communications required or permitted under this Contract must be in writing and will be considered given when delivered personally, by fax (if provided) or by e-mail (if provided), or by registered mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

State of Michigan  
 DTMB-Purchasing Operations  
 Attention: Christine Mitchell  
 PO Box 30026  
 530 West Allegan  
 Lansing, MI 48909  
[Mitchellc4@michigan.gov](mailto:Mitchellc4@michigan.gov)  
 (517) 335-0462

If to Contractor:

Graybar Electric  
 2204 Turner Ave., Walker, MI 49544  
[Sharon.westveld@graybar.com](mailto:Sharon.westveld@graybar.com) or Christopher.brooks@graybar.com  
 616-254-4499

Delivery by a nationally recognized overnight express courier will be treated as personal delivery.

**2.3.7 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the Contract.



### **2.3.8 Assignments**

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under the Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. The State may, however, assign this Contract to any other State agency, department, or division without the prior approval of the Contractor.

(b) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold approval from proposed assignments, subcontracts, or novations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(c) If the State permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

### **2.3.9 Equipment**

The State will not provide equipment and resources unless specifically identified in the Statement(s) of Work or other Contract exhibits.

### **2.3.10 Facilities [Deleted, Not Applicable]**

## **2.4 Contract Management**

### **2.4.1 Contractor Personnel Qualifications**

All persons assigned by the Contractor to perform work must be employees of the Contractor or its majority-owned subsidiaries, or a State-approved Subcontractor, and must be fully qualified to perform the work assigned to them. The Contractor must include this requirement in any subcontract.

### **2.4.2 Contractor Key Personnel**

(a) The Contractor must provide the Contract Compliance Inspector with the names of Key Personnel.

(b) The Contractor must dedicate Key Personnel to perform work for the duration of the Contract as provided in Section 1.3.3, Staff, Duties, and Responsibilities.

(c) Before assigning a new individual to any Key Personnel position, the Contractor must notify the State of the proposed assignment, introduce the individual to the appropriate State representatives, and provide the State with a resume and any other reasonably requested information. The State must approve or disapprove the assignment, reassignment, or replacement of any Key Personnel. The State may interview the individual before making its decision. If the State disapproves an individual, the State will provide a written explanation outlining the reasons for the rejection.

(d) The Contractor may not remove any Key Personnel from their assigned roles without the prior consent of the State. The Contractor's removal of Key Personnel without the prior consent of the State constitutes Unauthorized Removal. Unauthorized Removal does not include replacing Key Personnel for reasons beyond the Contractor's reasonable control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. Unauthorized Removal does not include replacing Key Personnel because of promotions or other job movements allowed by the Contractor's personnel policies or Collective Bargaining Agreement(s), as long as the Contractor assigns the proposed replacement to train the outgoing Key Personnel for 30 days. Any Unauthorized Removal will be considered a material breach of the Contract.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 Days before redeploying non-Key Personnel to other projects.

### **2.4.3 Removal or Reassignment of Personnel at the State's Request**

The State may require the Contractor to remove or reassign personnel if the State has legitimate, good-faith reasons articulated in a notice to the Contractor. Replacement personnel must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected.



#### **2.4.4 Contractor Personnel Location**

Subject to availability, the State may allow selected Contractor personnel to use State office space.

#### **2.4.5 Contractor Identification**

The Contractor's employees must be clearly identifiable while on State property by wearing a State-issued badge, and must clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

#### **2.4.6 Cooperation with Third Parties**

The Contractor and its Subcontractors must cooperate with the State and its agents and other contractors, including the State's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the Contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

#### **2.4.7 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of the State. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.

#### **2.4.8 Contractor Return of State Equipment/Resources**

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

#### **2.4.9 Background Checks**

The State may investigate the Contractor's personnel before granting access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine eligibility for working within State facilities and systems. The investigations will include a Michigan State Police background check (ICHAT) and may include a Criminal Justice Information Services (CJIS) fingerprint check. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the CJIS fingerprint check.

#### **2.4.10 Compliance With State Policies**

All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources, available at <http://www.michigan.gov/pcpolicy>. Contractor personnel must agree to the State's security and acceptable use policies before the State grants access to its IT equipment and resources. The Contractor must provide these policies to prospective personnel before requesting access from the State. Contractor personnel must comply with all physical security procedures in State facilities.

### **2.5 Subcontracting by Contractor**

#### **2.5.1 Contractor Responsible**

The Contractor is responsible for the completion of all Deliverable(s). The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any charges for Deliverable(s). The Contractor must make all payments to its Subcontractors or suppliers. Except as otherwise agreed in writing, the State is not obligated to make payments for the Deliverable(s) to any party other than the Contractor.

#### **2.5.2 State Approval of Subcontractor**

(a) The Contractor may not delegate any duties under this Contract to a Subcontractor unless DTMB-Purchasing Operations gives prior approval to the delegation. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the Effective Date. The State is entitled to receive copies of and review all subcontracts. The Contractor may delete or redact any proprietary information before providing it to the State.



(b) The State may require the Contractor to terminate and replace any Subcontractor the State reasonably finds unacceptable. The required replacement of a Subcontractor must be written and contain reasonable detail outlining the State's reasons. If the State exercises this right, and the Contractor cannot immediately replace the Subcontractor, the State will agree to an equitable adjustment in the schedule or other terms that may be affected by the State's required replacement. If this requirement results in a delay, the delay will not be counted against any applicable Service Level Agreement (SLA).

### **2.5.3 Subcontract Requirements**

Except where specifically approved by the State, Contractor must include the obligations in Sections 2.24.2, Media Releases, 2.4, Contract Management, 2.11, Confidentiality, 2.12, Records and Inspections, 2.13, Warranties, 2.14, Insurance, and 2.23, Laws, in all of its agreements with Subcontractors.

### **2.5.4 Competitive Selection**

Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

## **2.6 Reserved**

## **2.7 Performance**

### **2.7.1 Time of Performance**

(a) The Contractor must immediately notify the State upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must immediately notify the State and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

### **2.7.2 Service Level Agreements [Deleted, Not Applicable]**

### **2.7.3 Liquidated Damages**

The Contractor acknowledges that late, early, or improper provision of ordered product(s) will result in financial loss and damage to the State, and that it would be impracticable and extremely difficult to determine the actual damage sustained by the State as a result. If there is late or improper completion of the Deliverable(s), the State is entitled to collect liquidated damages in the amount of the excess cost of procuring the required items elsewhere in the event of failure to deliver or late delivery, and the State's cost for storage per day for unapproved early deliveries by the Contractor. In the event the State terminates the Contract under Section 2.16, Termination by the State, the State will be entitled to collect liquidated damages until the date of termination. These amounts are not intended to be a penalty.

Contractor is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Contractor's reasonable control. Factory shipments or delivery dates are the best estimates of the Contractor's suppliers, and in no case shall Contractor be liable for any consequential or special damages arising from any delay in shipment or delivery.

### **2.7.4 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing



party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the State reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the State, the State may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure or to payments for Deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

## **2.8 Acceptance of Deliverable(s)**

See SOW, Article 1.

### **2.8.1 Quality Assurance**

By tendering any Deliverable to the State, the Contractor certifies to the State that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; and (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing. To the extent that testing occurs at State Locations, the State is entitled to observe and otherwise participate in the testing.

### **2.8.2 Delivery Responsibilities**

Unless otherwise specified by the State in Section 1.4.5, Delivery Term, the following are applicable to all deliveries:

- (a) The Contractor is responsible for delivering the Deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.
- (b) The Contractor must ship the Deliverable(s) "F.O.B. Destination, within Government Premises."
- (c) The State will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

### **2.8.3 Process for Acceptance of Deliverable(s)**

The State's review period for acceptance of the Deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify the State's review period, it is by default 30 Days for a Deliverable (State Review Period). The State will notify the Contractor by the end of the State Review Period that either:

- (a) the Deliverable is accepted in the form delivered by the Contractor;
- (b) the Deliverable is accepted, but noted deficiencies must be corrected; or
- (c) the Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable.

If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the Deliverable(s) with an explanation that demonstrates all corrections have been made to the original Deliverable(s). The Contractor's correction efforts will be made at



no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected Deliverable.

#### **2.8.4 Acceptance of Deliverable(s)**

(a) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of the Deliverable(s). The State Review Period will begin on the first Business Day following the State's receipt of the Deliverable(s).

(b) The State may inspect the Deliverable to confirm that all components have been delivered without material deficiencies. If the State determines that the Deliverable or one of its components has material deficiencies, the State may reject the Deliverable without performing any further inspection or testing.

(c) The State will only approve a Deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, in its discretion, conditionally approve a Deliverable that contains material deficiencies if the State elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct, within a reasonable time at the Contractor's expense, all deficiencies in the Deliverable that remain outstanding at the time of State approval.

(d) If, after three opportunities the Contractor is unable to correct all deficiencies, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional amount equal to 10% of the State's cost to cure the deficiency; or (iii) fully or partially terminate the Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(e) The State, at any time and in its reasonable discretion, may reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

#### **2.8.5 Process for Approval of Written Deliverable(s) [Deleted, Not Applicable]**

#### **2.8.6 Process for Approval of Services [Deleted, Not Applicable]**

#### **2.8.7 Final Acceptance**

Unless otherwise stated in the Statement of Work, "Final Acceptance" of a Deliverable occurs when that Deliverable has been accepted by the State following the applicable State Review Period.

#### **2.9 Ownership [Deleted, Not Applicable]**

#### **2.10 State Standards [Deleted, Not Applicable]**

#### **2.11 Confidentiality**

##### **2.11.1 Confidential Information**

As used in this Section, "Confidential Information" means all information of the parties, except information that is:

- (a) disclosable under the Michigan Freedom Of Information Act (FOIA);
- (b) now available or becomes available to the public without breach of this Contract;
- (c) released in writing by the disclosing party;
- (d) obtained from a third party or parties having no obligation of confidentiality with respect to such information;
- (e) publicly disclosed pursuant to federal or state law; or
- (f) independently developed by the receiving party without reference to Confidential Information of the furnishing party.



### **2.11.2 Protection and Destruction of Confidential Information**

(a) Each party must use the same care to prevent unauthorized disclosure of Confidential Information as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care. Neither the Contractor nor the State will: (i) make any use of the Confidential Information of the other except as contemplated by this Contract; (ii) acquire any interest or license in or assert any lien against the Confidential Information of the other; or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information.

(b) Each party will limit disclosure of the other party's Confidential Information to employees, agents, and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where: (i) use of a Subcontractor is authorized under this Contract; (ii) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility; and (iii) Contractor obligates the Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access to the State's Confidential Information may be required to execute a separate agreement to be bound by the confidentiality requirements of this Section.

(c) Upon termination of the Contract, Contractor must promptly return the State's Confidential Information or certify to the State that Contractor has destroyed all of the State's Confidential Information.

### **2.11.3 Exclusions**

The provisions of Section 2.11, Confidentiality, will not apply where the receiving party is required by law to disclose the other party's Confidential Information, provided that the receiving party: (i) promptly provides the furnishing party with notice of the legal request; and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

### **2.11.4 No Obligation to Disclose**

Nothing contained in Section 2.11, Confidentiality, will be construed as obligating a party to disclose any particular Confidential Information to the other party.

### **2.11.5 Security Breach Notification**

If Contractor breaches this Section, it must (i) promptly cure any deficiencies in Contractor's internal security controls; and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized access, use, or disclosure. Contractor must notify the State of any unauthorized use or disclosure of Confidential Information, whether suspected or actual, within 10 days of becoming aware of the use or disclosure or a shorter time period as is reasonable under the circumstances. The State may require Contractor to purchase credit monitoring services for any individuals affected by the breach.

## **2.12 Records and Inspections**

### **2.12.1 Inspection of Work Performed**

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

### **2.12.2 Retention of Records**

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.



### **2.12.3 Examination of Records**

The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

### **2.12.4 Audit Resolution**

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

### **2.12.5 Errors**

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

## **2.13 Warranties**

### **2.13.1 Warranties and Representations**

The Contractor represents and warrants:

(a) It is capable of fulfilling and will fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this Contract.

(b) The Contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the Contract's requirements.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by the Contractor for this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any Deliverable(s). To the extent Contractor receives such warranty from the manufacturer(s) of the product(s) it provides, none of the Deliverable(s) provided by Contractor to the State, nor their use by the State, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.

(d) If the Contractor procures any equipment, software, or other Deliverable(s) for the State (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable(s).

(e) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to the State or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. The Contractor must notify the State about the nature of any conflict or appearance of impropriety within two days of learning about it.

(h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of the State would be influenced. The Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.



(i) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Contractor for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this Contract to any other Contractor before the award of the Contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by the Contractor to the State in connection with the award of this Contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(l) All written information furnished to the State by or for the Contractor in connection with the award of this Contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(m) It will immediately notify DTMB-Purchasing Operations if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract is awarded.

### **2.13.2 Warranty of Merchantability**

Reserved.

### **2.13.3 Warranty of Fitness for a Particular Purpose**

Reserved.

### **2.13.4 Warranty of Title**

The Contractor must convey good title to any Deliverable(s) provided to the State. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

### **2.13.5 Equipment Warranty**

SELLER warrants that all goods sold are free of any security interest and will make available to DS2 all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to SELLER by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH 1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR 2) IN A HEALTHCARE SITUATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

- a) The Contractor must provide a toll-free telephone number for the State to report equipment failures and problems.
- b) Within 15 Days of notification, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units, including transportation and delivery fees, if any.

### **2.13.6 New Deliverable(s)**

The Contractor must provide new Deliverable(s) where the Contractor knows or has the ability to select between new or like-new Unless specified in Article 1, Statement of Work, equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable only where the Contractor does not have knowledge or the ability to select one or the other.



### **2.13.7 Prohibited Products**

Shipping of salvage, distressed, outdated, or discontinued goods to any State agency will be considered a material default by the Contractor. The brand and product number offered for all items will remain consistent for the term of the Contract, unless DTMB-Purchasing Operations has approved a change order under Section 2.3.4, Contract Changes.

### **2.13.8 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.13, Warranties, the breach may be considered a material default.

## **2.14 Insurance**

### **2.14.1 Liability Insurance**

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(iv) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

(b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(ii) waive all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(vi) pay all deductibles.

(vii) pay for and provide the type and amount of insurance checked  below:



**(A) Commercial General Liability Insurance**

Minimal Limits:

\$1,000,000 General Aggregate Limit other than Products/Completed Operations;  
 \$1,000,000 Products/Completed Operations Aggregate Limit;  
 \$500,000 Personal & Advertising Injury Limit; and  
 \$500,000 Each Occurrence Limit.

Deductable maximum:

\$50,000 Each Occurrence

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(B) Umbrella or Excess Liability Insurance**

Minimal Limits:

\$10,000,000 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(C) Motor Vehicle Insurance**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

**(D) Hired and Non-Owned Motor Vehicle Coverage**

Minimal Limits:

\$1,000,000 Per Accident

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the vehicle liability certificate. The Contractor must also provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(E) Workers' Compensation Insurance**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.



Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

**(F) Employers Liability Insurance**

Minimal Limits:

- \$100,000 Each Accident;
- \$100,000 Each Employee by Disease
- \$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

**2.14.2 Subcontractor Insurance Coverage**

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.14.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

**2.14.3 Certificates of Insurance and Other Requirements**

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers, and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. The Contractor must provide DTMB-Purchasing Operations with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to the Director of DTMB-Purchasing Operations. The notice to the Director of DTMB-Purchasing Operations must include the applicable Contract or Purchase Order number.

**2.15 Indemnification**

**2.15.1 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend, and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

**2.15.2 Code Indemnification [Deleted, Not Applicable]**

**2.15.3 Employee Indemnification**

In any claims against the State, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.



#### **2.15.4 Patent/Copyright Infringement Indemnification**

(a) To the extent contractor receives such indemnification from the manufacturer of the products it provides, the Contractor must indemnify and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against the State to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in the State's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

(c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of the State; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by the State; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

#### **2.15.5 Continuing Obligation**

The Contractor's duty to indemnify under Section 2.15, Indemnification, continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

#### **2.15.6 Indemnification Procedures**

These procedures apply to all indemnity obligations:

(a) After the State receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State relating to any claim, the Contractor must notify the State whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State receives the Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs, including attorney fees, incurred by the State in defending against the claim during that period.

(b) If the Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in handling the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain prior approval of the State, which shall not be unreasonably withheld, before entering into any settlement of the claim or ceasing to defend against the claim; and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that principle for that portion of the claim. The State may retain control of the defense and settlement of a claim, for which the State will be responsible, by notifying the



Contractor within 10 days after the State's receipt of the Contractor's information requested by the State under clause (ii) of this paragraph, if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor must promptly reimburse the State for all reasonable costs and expenses.

### **2.15.7 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages.

This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

## **2.16 Termination by the State**

### **2.16.1 Notice and Right to Cure**

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

### **2.16.2 Termination for Cause**

(a) The State may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by the State.

(b) The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, any additional excess material and freight, costs the State incurs to procure the Deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If the State partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

### **2.16.3 Termination for Convenience**

The State may fully or partially terminate this Contract for its convenience if the State determines that a termination is in the State's best interest. Reasons for the termination are within the sole discretion of the State and may include: (a) the State no longer needs the Deliverable(s) specified in this Contract; (b) a



relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any ITB issued by the State. The State may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those Deliverable(s) that are terminated.

#### **2.16.4 Termination for Non-Appropriation**

(a) If this Contract extends for more than one fiscal year, continuation of this Contract is subject to the appropriation or availability of funds. If sufficient funds to enable the State to continue payment are not appropriated or otherwise made available, the State must fully or partially terminate this Contract at the end of the last period for which funds have been appropriated or otherwise made available. The State must give the Contractor notice at least 30 days before the date of termination, unless the State receives notice of the non-appropriation or unavailability less than 30 days before the end of the last period for which funds have been appropriated or otherwise made available.

(b) If funding for this Contract is reduced by law, or funds to pay the Contractor for the Deliverable(s) are not appropriated or are otherwise unavailable, the State may, upon 30 days notice to the Contractor, change the Deliverable(s) in the manner and for the periods of time the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any Deliverable(s) not provided because of the reduction.

(c) If the State fully or partially terminates this Contract for non-appropriation, the State must pay the Contractor for all work-in-progress performed through the effective date of the termination to the extent funds are available.

#### **2.16.5 Termination for Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a State, public, or private Contract or subcontract.

#### **2.16.6 Termination for Approvals Rescinded**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for all work-in-progress performed through the effective date of the termination. The Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

#### **2.16.7 Rights and Obligations upon Termination**

(a) If the State terminates this Contract for any reason, the Contractor must:

- (i) stop all work as specified in the notice of termination;
- (ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;
- (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;
- (iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of the Contract (which will be provided to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);
- (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
- (vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.

(b) If the State terminates this Contract under Section 2.16.3, Termination for Convenience, the State must pay the Contractor all charges due for Deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion



determined by the State. All completed or partially completed Deliverable(s) prepared by the Contractor, at the option of the State, become the State's property, and the Contractor is entitled to receive equitable compensation for those Deliverable(s). Regardless of the basis for the termination, the State is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Deliverable(s) not actually completed.

(c) If the State terminates this Contract for any reason, the State may assume, at its option, any subcontracts and agreements for Deliverable(s), and may pursue completion of the Deliverable(s) by replacement contract or as the State deems expedient.

#### **2.16.8 Reservation of Rights**

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

#### **2.16.9 Contractor Transition Responsibilities**

If this Contract terminates under Section 2.16, Termination by the State, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the State or a third party designated by the State within a reasonable period of time that does not exceed 30 days from the date of termination. The Contractor must provide any required reports and documentation.

#### **2.16.10 Transition Payments**

If the transition responsibilities outlined in Section 2.16.9, Contractor Transition Responsibilities, arise based on a termination of this Contract, reimbursement will be governed by the provisions of Section 2.16, Termination by the State. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred after the expiration within the time period in Section 2.16.9 that result from transition operations) at the Contract rates. The Contractor must prepare an accurate accounting from which the State and the Contractor may reconcile all outstanding accounts.

### **2.17 Termination by the Contractor**

#### **2.17.1 Termination**

If the State breaches the Contract and the Contractor, in its sole discretion, determines that the breach is curable, then the Contractor will provide the State with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if the State: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the Deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 2.20, Dispute Resolution, before it terminates the Contract.

### **2.18 Stop Work**

#### **2.18.1 Stop Work Order**

The State may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, the State must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order as provided in Section 2.16, Termination by the State.

#### **2.18.2 Termination of Stop Work Order**

The Contractor must resume work if the State terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for



adjustment to the State; provided that, the State may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 2.3.4, Contract Changes.

### **2.18.3 Allowance of the Contractor's Costs**

If the State fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 2.16, Termination by the State, and the State will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. The State is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 2.18, Stop Work.

## **2.19 Reserved**

## **2.20 Dispute Resolution**

### **2.20.1 General**

(a) The Contractor must submit any claim related to this Contract to the State under Section 2.3.6, Notices, together with all supporting documentation for the claim.

(b) The representatives of the Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information related to the claim.

(c) During the course of negotiations, each party will honor all reasonable requests made by the other for non-privileged information reasonably related to the claim.

### **2.20.2 Informal Dispute Resolution**

(a) If, after a reasonable time following submission of a claim under Section 2.20.1, General, the parties are unable to resolve the claim, the parties must meet with the Director of DTMB-Purchasing Operations, or his or her designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings.

(b) Within 60 calendar days of the meeting with the Director of DTMB-Purchasing Operations, or such other time as agreed to by the parties, the Director of DTMB-Purchasing Operations will issue a written recommendation regarding settlement of the claim. The Contractor must notify DTMB-Purchasing Operations within 21 days after the recommendation is issued whether the Contractor accepts or rejects the recommendation. Acceptance by the Contractor constitutes the final resolution of the claim addressed in the recommendation, and the Contractor may not assert that claim in any future litigation or other proceeding between the parties.

(c) The recommendation of the Director of DTMB-Purchasing Operations is not admissible in any future litigation or other proceeding between the parties. The conduct and statements made during the course of negotiations or dispute resolution under Section 2.20, Dispute Resolution, are subject to Michigan Rule of Evidence 408 and are not admissible in any future litigation or other proceeding between the parties.

(d) This section will not be construed to prohibit either party from instituting formal proceedings to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.20.3, Injunctive Relief.

(e) DTMB-Purchasing Operations will not mediate disputes between the Contractor and any other entity, except State agencies, concerning responsibility for performance of work.

### **2.20.3 Injunctive Relief**

A claim between the State and the Contractor is not subject to the provisions of Section 2.20.2, Informal Dispute Resolution, where a party makes a good faith determination that a breach of the Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other injunctive relief is the only adequate remedy.

### **2.20.4 Continued Performance**

Each party will continue performing its obligations under the Contract while a claim is being resolved, except to the extent the claim precludes performance and without limiting either party's right to terminate the Contract as



provided in Section 2.16, Termination by the State or Section 2.17, Termination by the Contractor. A claim involving payment does not preclude performance.

**2.21 Disclosure Responsibilities**

**2.21.1 Disclosure of Litigation**

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
- (ii) A parole or probation Proceeding;
- (iii) A Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
- (iv) A civil Proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any Proceeding that is disclosed to the State or of which the State otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about: (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this Contract.

**2.21.2 Other Disclosures**

The Contractor must notify DTMB-Purchasing Operations within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

**2.21.3 Call Center Disclosure**

The Contractor and all Subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

**2.22 Extended Purchasing**

Reserved.

**2.22.3 State Employee Purchase Requirements**

Reserved.

**2.23 Laws**

**2.23.1 Governing Law**

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.



### **2.23.2 Compliance with Laws**

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).

### **2.23.3 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or *forum non conveniens*. The Contractor must appoint agents in the State of Michigan to receive service of process.

### **2.23.4 Nondiscrimination**

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Contract.

### **2.23.5 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

### **2.23.6 Environmental Provision**

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. The State must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify the State in accordance with Section 2.3.6, Notices; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) The State may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. The State may remove the Hazardous Material, render it harmless, or terminate the affected work for the State's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.



### **2.23.7 Freedom of Information**

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, *et seq.*

### **2.23.8 Workplace Safety and Discriminatory Harassment [Deleted, Not Applicable]**

### **2.23.9 Prevailing Wage [Deleted, Not Applicable]**

### **2.23.10 Abusive Labor Practices**

The Contractor may not furnish any Deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

## **2.24 General Provisions**

### **2.24.1 Bankruptcy and Insolvency**

The State may, without prejudice to any other right or remedy, fully or partially terminate this Contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method the State deems appropriate if:

- (a) the Contractor files for bankruptcy protection;
- (b) an involuntary petition is filed against the Contractor and not dismissed within 30 days;
- (c) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the Deliverable(s) under this Contract.

Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by the State. To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating State ownership.

### **2.24.2 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

### **2.24.3 Contract Distribution**

DTMB-Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Purchasing Operations.

### **2.24.4 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation, and performance of the Contract.

### **2.24.5 Website Incorporation**

The State is not bound by any content on the Contractor's website unless incorporated directly into this Contract.

### **2.24.6 Future Bidding Preclusion [Deleted, Not Applicable]**

**2.24.7 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract.

**2.24.8 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

**2.24.9 Legal Effect**

The State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

**2.24.10 Entire Agreement**

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this Contract are incorporated in their entirety and form part of this Contract.

**2.24.11 Order of Precedence**

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);
- (b) The most recent Statement of Work related to this Contract;
- (c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the Contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the Contract; and
- (f) Contractor Responses contained in any of the ITB documents.

**2.24.12 Headings**

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

**2.24.13 Form, Function and Utility**

If this Contract is for statewide use, but the Deliverable(s) does not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the Deliverable(s) from another source.

**2.24.14 Reformation and Severability**

Each provision of the Contract is severable from all other provisions of the Contract. If any provision of this Contract is held unenforceable, then the Contract will be modified to reflect the parties' original intent. All remaining provisions of the Contract remain in full force and effect.

**2.24.15 Approval**

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

**2.24.16 No Waiver of Default**

Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

**2.24.17 Survival**

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.



**Article 4 – Contractor Information**

**4.1 Contractor Information**

**4.1.1 Company Information**

Contractor's full name and address, including all locations that will perform or assist in performing the work. Contractor's legal status (such as an individual, partnership, or corporation), including the state of organization or incorporation and whether it is licensed or authorized to conduct business in Michigan.

<b>Name:</b>	Graybar Electric Co., Inc			<b>Web Page:</b>	www.graybar.com	
<b>Address:</b>	2204 Turner Ave	<b>City:</b>	Walker	<b>State:</b>	MI	<b>Zip:</b> 49544
<b>Legal Status:</b>	Corporation	<b>Years in business?</b>	1869	<b>Phone:</b>	616-451-2701	
<b>State Incorporated or Organized:</b>	NY	<b>Registered in Michigan?</b>	Yes			

**4.1.2 Contractor Contact During ITB Process**

Name, address, e-mail, phone, and fax numbers for the person who will be the sole contact for the Contractor during the ITB process.

<b>Name:</b>	Brad Brockman			<b>e-mail:</b>	Bradley.brockman@graybar.com	
<b>Address:</b>	2204 Turner Ave	<b>City:</b>	Walker	<b>State:</b>	MI	<b>Zip:</b> 49544
<b>Phone:</b>	616-451-2701	<b>Fax:</b>	616-254-4499	<b>Mobile:</b>		

**4.1.3 Authorized Contract Signatory**

Name, title, and phone number of the person(s) authorized to sign a contract with the State on behalf of the Contractor, including any limitations on their signing authority.

<b>Name:</b>	Chris Connor	<b>Title:</b>	Branch Manager	<b>Phone:</b>	734-957-5500
<b>Name:</b>		<b>Title:</b>		<b>Phone:</b>	

**4.1.4 Staffing**

Contractor must provide for Key Personnel as identified in Section 1.3.3, Staff, Duties, and Responsibilities, a Single Point of Contact (SPOC).

**Contractor Agreement:**

Identify Single Point of Contact (SPOC)

The Contractor must provide a list of all Subcontractors, including firm name, address, contact person, a complete description of the work to be subcontracted, and a description of the Subcontractor's organization and abilities.

**Contractor Agreement:**

No subcontractors will be used. Graybar is a material supplier direct to State of Michigan.

**4.1.11 Disclosure of Litigation**

(a) The Contractor must disclose any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving the Contractor, any proposed subcontractor, or any of their officers or directors that is:



- (i) A criminal Proceeding;
- (ii) A parole or probation Proceeding;
- (iii) A Proceeding under the Sarbanes-Oxley Act; or
- (iv) A civil Proceeding involving: (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any proposed subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any proposed Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

Contractor Agreement:

Accept

**SIGNATURE AUTHORITY**

I/We certify that the undersigned is authorized to submit bids/quotations on behalf of the Contractor and the information provided in response to the ITB is true and accurate.

**Graybar Electric Co., Inc**

\_\_\_\_\_  
**Name of Contractor**

2204 Turner Ave  
Walker, MI 49544

\_\_\_\_\_  
**Address of Contractor**

616-451-2701 and Fax 616-254-4499  
**Telephone and Fax No. of Contractor**

Bradley.brockman@graybar.com  
**E-mail Address of Contractor**



Attachment 3 – Sample Order Form

**PROCUREMENT REQUEST**  
Michigan Department of Information Technology

FOR USE BY DIT ONLY	
1. DIT Reference Number	2. Purchase Order Number <b>Quote</b>

**INSTRUCTIONS:**

- Use this form to order hardware, software, services, and maintenance

3. Requesting Dept. / Office <b>State of Michigan / Telecommunications</b>		4. Request Date <b>7-25-11</b>	5. Your Reference No.
6. End User Name(s) <b>Darrin Fogg</b>		7. End User Phone Number <b>(517) 373-0099</b>	8. Contact Name & Phone No. <b>Same</b>
9. Deliver to (Bldg, Floor, Pillar or Suite No.) <b>611 W. Ottawa, UP Level Rm. 202N</b>		10. Request is for: <input checked="" type="checkbox"/> COMMODITIES <input type="checkbox"/> SERVICES <input type="checkbox"/> NEW PROJECT <input type="checkbox"/> MAINTENANCE <input type="checkbox"/> Combination of COMMODITIES and SERVICES	
9b. Street Address and City <b>Lansing, MI 48933</b>			
11. Quote: <input type="checkbox"/> SEE ATTACHED QUOTE <input type="checkbox"/> QUOTE NEEDED (Attach Specifications)		12. Brief Justification: <b>Supplies</b> <b>Billing address is: 608 W. Allegan, 1<sup>st</sup> fl. Lansing, MI 48933</b>	

NOTE: For Services and New Projects, provide detailed information or description of service or project, estimated duration, links to current state contracts or projects, and estimated dollar value.

13. ITEM NO.	14. NIGP COM. CODE	15. QUANTITY REQUESTED	16. UNIT	17. DESCRIPTION: (Name of item or service, including size, weight, color, or type of work, and suggested vendor)	18. UNIT PRICE	19. ITEM TOTAL
--------------	--------------------	------------------------	----------	---	----------------	----------------

1		100	ea	Commscope MPS100E-246 cat 5E modular jack, ivory,		00
2		100	ea	Commscope MPS-100E-112 Cat 5E modular jack, orange, #10823270		00
						00
3		100	ea	Commscope M102SMB-B-270 surface mount box, gray #107984064		00
4		100	ea	Commscope M102SMB-B-246 surface mount box, ivory #107984049		00
5		6	ea	Systemax-Patchmax rack mount 48 port patch panel #108320045		00
				Patchmax PM2150-48		00
						00
						00
						00

**20. TOTAL:** \$ **\$0.00**

21. Is Funding included in Agency IDG to DIT? <input type="checkbox"/> YES <input type="checkbox"/> NO (see 21a)	21a. Indicate the Source for Agency Funding for this request <b>Telecom Revolving Fund</b>	21b. General Fund Amt or %
22. Agency Authorized Signature <b>Note: Signature represents Agency commitment to fund this purchase</b>		Date



<b>FOR DIT USE ONLY</b>						
23. Vendor Name		30. APPROP. YEAR	31. INDEX CODE	32. AGENCY CODE 3	33. AGENCY OBJ. CODE	34. DISTRIBUTION (BY \$ Amount)
24. Vendor Mail Code	25. Vendor ID Number	<b>2011</b>	<b>82012</b>		<b>6505</b>	
26. BPO Number	27. CS-138 Number					
28. Requisition Number	29. Ordered by / Date	35. DIT Information Officer or Authorized Signature				Date



**PRICING**  
**Graybar Contracted**

Item	Description	Quantity	U/M	Graybar Primary	Annixter	Comment
3	Fiber - six pack loaded with ceramic ST couplings	100	EACH	x	b	
4	Fiber - Instapatch LazrSPEED LC 24 fiber module Systimax # 360DM-24LC-LS (760109884)	450	EACH	x	b	
7	Fiber - Systimax 4U fixed shelf support 16 MOD's #360MP-4U 760120287	15	EACH	x	b	
38	3-M Polishing film part # 6192B / 60-6500-2345-4 (500 shts pkg)	500	SHEET	x	b	
39	24 Strand 9/125UM Single-Mode, fiber optic distibution cable, black. PVC. Optical Cable Co. # DX24-085D-SLX-900-RWB 500 ft. reel	4	REEL	x	b	
40	12 Strand 9/125UM Single-Mode, fiber optic breakout cable with a continuous Yellow color, plenum rated (OFNP UL Rated) outer covering. Optical cable co. # BX012KFLX9YP 500 ft. reel	6	REEL	x	b	
41	24 Strand 62.5/125UM Multi-Mode, fiber optic breakout cable with a continuous orange color, plenum rated (OFNP UL Rated) outer covering. Optical cable co. # BX24-130K-WLS-900-OFNP 500 ft. reel	4	REEL	x	b	
42	<b>Fiber</b> -12 Strand 62.5/125UM Multi-Mode, fiber optic breakout cable with a continuous orange color, plenum rated (OFNP UL Rated) outer covering. Optical cable # BX12-100K-W3EB/1UC-900-ONFP 500 ft. reel	6	REEL	x	b	
43	<b>Copper &amp; Related</b> - Blank Plate, Ivory, Single gang- Leviton part# 86014-l	100	EACH	x	b	
44	Copper & Related - Receptacle plate, standard, ivory, duplex - Leviton part# 86003	30	EACH	x	b	
48	Copper & Related - Panduit latch duct medium size # LD5EI6-A 6' piece (120' bx)	1000	FOOT/FEET	x	b	
49	Copper & Related - Panduit latch duct large size #LD10EI6A 6' piece (120' bx)	800	FOOT/FEET	x	b	
50	Copper & Related - Systimax rack mount 48 port panel #108320045 Sytemax Cat 5e	50	EACH	x	b	
51	Copper & Related - Systimax rack mount 24 port panel #107428625 Sytemax Cat 5e <b>108320029</b>	30	EACH	x	b	
52	Copper & Related - Systimax Gigaspeed XL, Cat 6 patchmax panel, 24 port Mat# 700173735 <b>760062356</b>	30	EACH	x	b	
53	Copper & Related - Systimax Gigaspeed XL, Cat 6 patchmax panel, 48 port Mat# 700173743 <b>760062364</b>	50	EACH	x	b	
54	Copper & Related - Systimax MPS-100E262 Cat 5E modular jack, white, Cat 5E #108232745	150	EACH	x	b	
55	Copper & Related - Commscope MPS100E-246 cat 5E modular jack, ivory, #108232737	2000	EACH	x	b	
56	Systimax MPS-100E112 Cat 5E modular jack, orange, Cat 5E #108232703	2000	EACH	x	b	
57	Systimax, Cat. 6, Gig speed, information outlet, lilac Mat ID# 700206675	500	EACH	x	b	Awarding to go with Jacks
58	Systimax two jack faceplate, White, #107276180 (M12L-262)	300	EACH	x	b	Awarding to go with Jacks
59	Systimax four jack faceplate, White, #108168543 (M14L-262)	150	EACH	x	b	Awarding to go with Jacks



60	Systimax two jack faceplate, Ivory, #107276172 (M12L-246)	150	EACH	x	b	Awarding to go with Jacks
61	Systimax four jack faceplate, Ivory, #108168550 (M14L-246)	150	EACH	x	b	Awarding to go with Jacks
62	Systimax surface mount box, for two modular jacks, Ivory #107984049	1500	EACH	x	b	Awarding to go with Jacks
63	Systimax surface mount box, for two modular jacks, gray #107984064	1000	EACH	x	b	Awarding to go with Jacks
64	Blank dust cover for Systimax jacks ivory 100 ea, #M20AP-246 Commcode# 107067860	4	BOX	x	b	Awarding to go with Jacks
65	Blank dust cover for Systimax jacks white 100 ea, #M20AP-262 Commcode# 107067928	4	BOX	x	b	Awarding to go with Jacks
68	Systimax cat 5E cable, plenum white, 1000' in pull box #106939325	300	EACH	x	b	
69	Systimax cat 5E cable, plenum, blue, 1000' in pull box #106946825	300	EACH	x	b	
70	Systimax Gigaspeed XL, Cat 6 cable, plenum, 1000' We Tote, Lilac, Mat.# 700210214	100	EACH	x	b	
71	Panduit surface mount bracket (wall board adapter) 1-Gang #MWBA1	400	EACH	x	b	
72	Panduit surface mount bracket (wall board adapter) 2-Gang #MWBA2G	50	EACH	x	b	
73	J-Hooks, Caddy #CAT32 (cable hanger cat. 5).	300	EACH	x	b	
74	Caddy multifunction clip #4Z34	6	BOX	x	b	
75	Caddy Mounting Bracket (for J-Hooks) #CATHBA 40 PK	400	EACH	x	b	
76	Beam Clamp, Steel City# 500SC (50 per box)	300	EACH	x	b	
77	Panduit white foam mounting tape 1/32" thick, 1" wide, 7 yards #P32W2R1-100-7	40	EACH	x	b	
79	Roll of velcro, Panduit #HLS-15RO 15'	80	EACH	x	b	
80	Cable Ties, (tiwraps) 7.4", Panduit part# PLT2S-M, 1000 in bag.	4	EACH	x	b	
81	Cable Ties (tiwraps)11.5", Panduit part # PLT3S-M, 1000 in bag.	10	EACH	x	b	
82	Tape, electrical, black, 3M Scotch 33+, Part# 054007-06132 (10 rls per box)	12	EACH	x	b	
83	Pull string, 6500' bucket, Ideal part# 31-340	60	EACH	x	b	
96	Systimax Gigaspeed XL patch cords, 3 feet, Yellow Mat # CPC3312-09F003	300	EACH	x	b	
97	Systimax Gigaspeed XL patch cords, 5 feet, Lilac Mat # CPC3312-0BF005	800	EACH	x	b	
98	Systimax Gigaspeed XL patch cords, 7 feet, Gray Mat # CPC3312-03F007	400	EACH	x	b	
99	Cord- Mounting for single line telephone. 4 Conductor. Length 7 Feet. Adirondack # AWC 7200-7W	200	EACH	x	b	
100	Cord- Mounting for single line telephone. 4 Conductor. Length 14 Feet. Adirondack # AWC 7200-14W	800	EACH	x	b	
101	Cord- Mounting for single line telephone. 4 Conductor. Length 25 Feet.	300	EACH	x	b	



	Adirondack # AWC 7200-25W				
106	Red/White Jumper wire, 24 AWG, Type 649 PVC, Essex # 02-006-131 1000 ft. roll	250	ROLL	x	b
107	Blue/Yellow Jumper wire, 24 AWG, Type 649 PVC, Essex # 02-002-131 1000 ft. roll	150	ROLL	x	b
114	<b>Headsets</b> - Plantronics Mirage over the ear headset, Plantronics model# H41 (part# 26089-11)	100	EACH	x	b
115	Headsets - Plantronics one muff over the head headset, Plantronics model# H251 <b>HW251</b>	250	EACH	x	b
116	Headsets - Plantronics two muff over the head headset, Plantronics model# H261 <b>HW261</b>	50	EACH	x	b
117	Headsets - Avaya M12 headset adapter, Avaya Commcode# 407 639 715 (part# 61642-01)	50	EACH	x	b
118	Avaya headset cord for 6416D+M and 6424D+M, Avaya Commcode# 408 122 950 (HC01)(part# 49323-01) <b>49323-04 HCI-1</b>	300	EACH	x	b
119	Voice tube for Plantronics H-251 part# 29960-01	300	EACH	x	b
120	Plantronics voice tube assembly, part# 17593-01	300	EACH	x	b
121	Plantronics earpads, encore, supra, black, two in pack, part# 15729-05	300	EACH	x	b
122	Plantronics eyeglass clip kit spares, one in package, part# 40700-01	50	EACH	x	b
123	Plantronics training Y adapter cord with mute button. Plantronics part# 27019-03	200	EACH	x	b

<b>Key</b>	<b>x = Awarded as Primary Supplier</b>
	<b>b = Backup Supplier</b>
<b>Volumes</b>	<b>One year totals, Contract base is three years, multiply Quantity column by three</b>



**PRICING  
Graybar Backup**

Item	Description	Quantity	U/M	Graybar Backup	Annixter	Clarification
2	Fiber - 24 port rack mount patch panel without ST couplings	25	EACH	b	x	
5	Fiber - Instapatch Lazrspeed modshelf with 96 LC MM 50 micron connectors #DM2-96LC-LS (760057646)	25	EACH	b	x	
6	Fiber - Systimax 1U fixed shelf holds 4 MOD's #360G2-1U-MOD 760103150	50	EACH	b	x	
8	Fiber - Instapatch LazrSPEED 300, 96 fiber trunk cable 50/125 multimode MPO to MPO plenum rated 125', Systimax# FPCZMPMP6G-PF125	25	EACH	b	x	
9	Fiber - Instapatch LazrSPEED 300, 24 fiber trunk cable 50/125 MM MPO to MPO plenum rated 125', Systimax# FPCZMPMP6D-PF125	50	EACH	b	x	
10	1 Meter dual fibr patch cable SC to LC 50/125 Laser 300 Multi mode, individually bagged.ST and SC male ends to have ceramic ferrules and multi colored boots, one strand red the other strand black.The cables outer cover to be a continuous aqua color.	100	EACH	b	x	
11	2 Meter dual fibr patch cable SC to LC 50/125 Laser 300 Multi mode, individually bagged.ST and SC male ends to have ceramic ferrules and multi colored boots, one strand red the other strand black.The cables outer cover to be a continuous aqua color.	100	EACH	b	x	
12	3 Meter dual fibr patch cable SC to LC 50/125 Laser 300 Multi mode, individually bagged.ST and SC male ends to have ceramic ferrules and multi colored boots, one strand red the other strand blk.The cables outer cover to be a continuous aqua color.	100	EACH	b	x	
13	5 Meter dual fibr patch cable SC to LC 50/125 Laser 300 Multi mode, individually bagged.ST and SC male ends to have ceramic ferrules and multi colored boots, one strand red the other strand black. The cables outer cover to be a continuous aqua color.	100	EACH	b	x	
14	10 Meter dual fibr patch cable SC to LC 50/125 Laser 300 Multi mode individually bagged.ST and SC male ends to have ceramic ferrules and multi colored boots, one strand red the other strand black. The cables outer cover to be a continuous aqua color.	100	EACH	b	x	
15	1 Meter dual fibr patch cable LC to LC 50/125 Laser 300 Multi mode, individually bagged. LC male ends to have ceramic ferrules and multi colored boots, one strand red the other strand black. The cables outer cover to be a continuous aqua color.	400	EACH	b	x	
16	2 Meter dual fibr patch cable LC to LC 50/125 Laser 300 Multi mode, individually bagged. LC male ends to have ceramic ferrules and multi colored boots, one strand red the other strand black. The cables outer cover to be a continuous aqua color.	400	EACH	b	x	
17	3 Meter dual fiber patch cable LC to LC 50/125 Laser 300 Multi mode, individually bagged. LC male ends to have ceramic ferrules and multi colored boots, one strand red the other strand black. The cables outer cover is to be a continuous aqua color.	400	EACH	b	x	
18	5 Meter dual fibr patch cable LC to LC 50/125 Laser 300 Multi mode, individually bagged. LC male ends to have ceramic ferrules and multi colored boots, one strand red the other strand black. The cables outer cover to be a continuous aqua color.	400	EACH	b	x	
19	10 Meter dual fiber patch cable LC to LC 50/125 Laser 300 Multi mode, individually bagged. LC male ends to have ceramic ferrules and multi colored boots, one strand red the other strand black. The cables outer cover to be a continuous aqua color.	250	EACH	b	x	



20	1 Meter dual fibr patch cables ST to ST 9/125 single mode, individually bagged. ST male ends to have ceramic ferrules and multi colored boots, one strand black the other strand red . The cables outer cover to be a continuous yellow color.	30	EACH	b	x
21	2 Meter dual fibr patch cables ST to ST 9/125 single mode, individually bagged. ST male ends to have ceramic ferrules and multi colored boots, one strand black the other strand red . The cables outer cover to be a continuous yellow color.	20	EACH	b	x
22	3 Meter dual fibr patch cables ST to ST 9/125 single mode, individually bagged. ST male ends to have ceramic ferrules and multi colored boots, one strand black the other strand red . The cables outer cover is to be a continuous yellow color.	20	EACH	b	x
23	5 Meter dual fibre patch cables ST to ST 9/125 single mode, individually bagged. ST male ends are to have ceramic ferrules and multi colored boots, one strand black the other strand red. The cables outer cover is to be a continuous yellow color.	20	EACH	b	x
24	10 Meter dual fiber patch cables ST to ST 9/125 single mode, individually bagged. ST male ends are to have ceramic ferrules and multi colored boots, one strand black the other strand red. The cables outer cover is to be a continuous yellow color.	20	EACH	b	x
25	1 Meter dual fibr patch cables ST to SC 9/125 single mode, individually bagged. ST and SC male ends are to have ceramic ferrules and multi colored boots, one strand black the other strand red. The cables outer cover is to be a continuous yellow color.	20	EACH	b	x
26	2 Meter dual fibr patch cables ST to SC 9/125 single mode, individually bagged. ST and SC male ends to have ceramic ferrules and multi colored boots, one strand black the other strand red. The cables outer cover is to be a continuous yellow color.	20	EACH	b	x
27	3 Meter dual fibr patch cables ST to SC 9/125 single mode, individually bagged. ST and SC male ends to have ceramic ferrules and multi colored boots, one strand black the other strand red. The cables outer cover is to be a continuous yellow color.	20	EACH	b	x
28	5 Meter dual fibr patch cables ST to SC 9/125 single mode, individually bagged. ST and SC male ends are to have ceramic ferrules and multi colored boots, one strand black the other strand red. The cables outer cover is to be a continuous yellow color	20	EACH	b	x
29	10 Meter dual fiber patch cables ST to SC 9/125 single mode, individually bagged. ST and SC male ends to have ceramic ferrules and multi colored boots, one strand black the other strand red. The cables outer cover is to be a continuous yellow color	20	EACH	b	x
30	Omnitron 100Fx/Tx Transceiver Model# 4330-00 (without transformer)(Fiber SC to 100 Base T) Link model	1	EACH	b	x
31	Omnitron 100Fx/Tx Transceiver Model# 4330-01 (with transformer)(Fiber SC to 100 Base T) Link model	50	EACH	b	x
32	Omnitron Transceiver Rack Model# 4395 (With dual power supply and 14 slots)	15	EACH	b	x
33	Omnitron Transceiver Rack Model#4392 (Holds 5 transceivers, no power)	15	EACH	b	x
34	Omnitron Flexpoint 10/100 single mode tranceiver model# 4341-00 (Without transformer)	1	EACH	b	x
35	Omnitron Flexpoint 10/100 single mode tranceiver model# 4341-01 (With transformer)	20	EACH	b	x
36	3-M ST Hotmelt multi mode fiber connectors part # 6100	1300	EACH	b	x
37	3-M ST Hotmelt single mode fiber connectors part # 80-6104-4366-7	150	EACH	b	x
45	Copper & Related - 19"X 7' APW (PFT) equipment rack part # MNFT 1978 DU	20	EACH	b	x
46	Copper & Related - 19"X42"APW (PFT) equipment rack #MNFT1942DU	20	EACH	b	x



47	Copper & Related - Flexiduct rackmount plugstrip with surge protection. (Plugs to be up and down with spacing allow transformers to be plugged in side by side). No switch Flexiduct part# SPXN084-10.	10	EACH	b	x	
66	Adapter/Coupler, 451A couples 2- 568B males together, Avaya Commcode103786240	800	EACH	b	x	
67	Adapter, Avaya 267C (commcode 103715652)	300	EACH	b	x	
84	Four pair 110c connecting block, Avaya #103801247 (110 clip)	3700	EACH	b	x	
85	Five pair 110c connecting block, Avaya #103801254 (110 clip)	1000	EACH	b	x	
86	Wiring block, 110 with legs, 100 pair, Avaya # 107059891	60	EACH	b	x	
87	Wiring block, 110 with legs, 300 pair, Avaya # 107059917	60	EACH	b	x	
88	Enhanced Cat 5 patch cable 568B to 568B, male ends, gray jacket and no boots, individually tied or wrapped. 7 Foot. Generic Brand	800	EACH	b	x	
89	Enhanced Cat 5 patch cable 568B to 568B, male ends, gray jacket and no boots, individually tied or wrapped. 14 Foot. Generic Brand	500	EACH	b	x	
90	Enhanced Cat 5 patch cable 568B to 568B, male ends, gray jacket and no boots, individually tied or wrapped. 25 Foot. Generic Brand	300	EACH	b	x	
91	Enhanced Cat 5 patch cable 568B to 568B, male ends, yellow jacket and no boots, individually tied or wrapped. 3 Foot, Generic Brand	600	EACH	b	x	
92	Enhanced Cat 5 patch cable 568B to 568B, male ends, purple jacket and no boots, individually tied or wrapped. 5 Foot. Generic Brand	600	EACH	b	x	
93	Enhanced Cat 5 patch cable 568B to 568B, male ends, yellow jacket and no boots, individually tied or wrapped. 7 Foot. Generic Brand	500	EACH	b	x	
94	Enhanced Cat 5 patch cable 568B to 568B, male ends, yellow jacket and no boots, individually tied or wrapped. 14 Foot. Generic Brand	400	EACH	b	x	
95	Enhanced Cat 5 patch cable 568B to 568B, male ends, yellow jacket and no boots, individually tied or wrapped. 25 Foot. Generic Brand	200	EACH	b	x	
108	<b>Copper &amp; Related</b> - Coax cable (quad-shield), RG-6 Plenum rated on 1000' spool (Commscope# 2227V)	8	EACH	b	x	
109	<b>Firestop</b> - putty kit, Spec-Seal Products #SSP100 (Unique firestop products)	30	EACH	b	x	
111	Cable pathway and firestop device, 1.4X1.4x10" EZ-Path, Spec Seal part #MINI EZD22	1	CASE	b	x	
112	Cable pathway and firestop device, 3x3x10" EZ-Path, Spec Seal part # EZDP33FWS	3	CASE	b	x	
124	Avaya AWH55 cordless headset, comm# 700 428 204	150	EACH	b	x	*-Use the CS55 w/ adapter cord (either APV6A of APV6B, depending on which Avaya phone), both cords are \$48.78/e



125	Battery for AWH55 Plantronics part #64399-01	50	EACH	b	x	
126	Headset unit for AWH55, Plantronics # 64402-15	20	EACH	b	x	
127	Headsets - RING DETECTOR (new) FOR Plantronics AWH55 # 75010-01	150	EACH	b	x	
128	Headsets - Headband for AWH55, Plantronics # 66735-01	25	EACH	b	x	
129	Headset loops for AWH55, Plantronics # 64394-11	25	EACH	b	x	
130	GAI-Tronics yellow outdoor emergency with keypad, aluminum case, phone. Model 294AL -001	10	EACH	b	x	
131	GAI-Tronics yellow outdoor emergency phone. Model #293AL-001	10	EACH	b	x	
132	GAI-Tronics stainless outdoor emergency phone, one button flush mount, Model #297-001	3	EACH	b	x	
133	GAI-Tronics stainless outdoor emergency phone, one button + keypad flush mount, Model #298-001	3	EACH	b	x	
134	GAI-Tronics outdoor emergency phone weatherproof hood Model 236-001yl (yellow)	3	EACH	b	x	

<b>Key</b>	<b>x = Awarded as Primary Supplier</b>
	<b>b = Backup Supplier</b>
<b>Volumes</b>	<b>One year totals, Contract base is three years, multiply Quantity column by three</b>