



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 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 **6**

to

Contract Number **071B1300377**

CONTRACTOR	ANIXTER INC
	4509 Broadmoor Ave, SE Suite A
	Grand Rapids, MI 49512
	Beth Kachel
	(616) 698-7800
	beth.kachel@anixter.com
	CV0017042

STATE	Program Manager	Ashley Adrian	DTMB
		(517) 284-7454	
		AdrianA1@michigan.gov	
	Contract Administrator	Joshua Wilson	DTMB
		(517) 249-0444	
		wilsonj31@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
September 16, 2011	September 15, 2014	5 - 1 Year	September 15, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET45		N/A	
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

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>	N/A	September 15, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,866,886.76	\$0.00	\$1,866,886.76		

DESCRIPTION

Effective September 15, 2018, this Contract is hereby exercising the remaining option year available on the Contract and amended incorporating the attached updated pricing table. The revised expiration date is September 15, 2019.

Please also note the following:

- The Contract Administrator is hereby updated to Joshua Wilson (Article 2 - Terms and Conditions, Section 2.3.1 Issuing Office); and
- The Program Manager is hereby updated to Ashley Adrian (Article 2 - Terms and Conditions, Section 2.3.2 Contract Compliance Inspector).

All other terms, conditions and specifications remain the same per Contractor and Agency agreement, and per DTMB Procurement approval.

State of Michigan
Change Notice No. 6 - Contract No. 071B1300377

Anixter Catalog Number, Manufacturer Part Number and Description	Unit	2011 contracted price	2017-18 Price	2018-2019 price
N/S OFS LST1F-072/7 SHELF 1000G2 ,ODULAR COMBO SHELF 4U FIXED FOR 12 DM2 MODULES 106191695 / LST1U-072/7	EA	\$147.00	\$147.00	\$314.00
N/S OFS LSC00-024-05-WT 24/48 PORT RACK MT SHELF COMBO 19" 3U HOLDS 4 PANELS/1TRAY 106455355 / LSC2U-024/5	EA	\$147.95	\$147.95	\$147.95
N/S OFS 1000ST1-06-WHT-SPLX-ST06-SM 6PORT PANEL ST SM LOADED USE W/LGX ENCLOSURES/ 1000ST-6EWSTM	EA	\$28.05	\$28.05	\$28.05
401195 CS-SYSTIMX 360DM-24LC-LS INSTAPATCH 360 MODULE 24 LC LAZRSPEED PORTS 760109884	EA	\$484.57	\$484.57	\$484.57
349752 CS-SYSTIMX RFEHDM0965KLC02 96-F HD MODULE INSTAPATCH LOADED W/48 LC DUP TO 8 MPO 760057646 LZRSPP / Discontinued	EA	\$1,699.90	\$1,708.00	Discontinued
550745 CS-SYSTIMX 360G2-1U-MOD-FX FIXED MOD FIBER CASSETTE SHELF 1U ACCEPTS 4 MOD CASSETTES 760193763 REPLACES 760103150	EA	\$146.36	\$146.36	\$146.36
N/S SYSTIMAX FGZMPMPALMBF125 125FT 96F OM3 MPO-MPO PLENUM W/GLAND	EA	\$2,070.85	\$3,576.40	\$3,198.00
550761 CS-SYSTIMX 360MP-4U-PANEL 360G2 4U PANEL ACCEPTS 16 MODULES 760193862 REPLACES 760120287	EA	\$230.00	\$232.00	\$232.00
N/S SYSTIMAX FGZMPMPAFMBF125 125FT 24F OM3 MPO-MPO	EA	\$921.30	\$920.00	\$799.00

PLENUM W/GLAND				
N/S QUIKTRON 852-L42-003 1M DUP PVC OM3 SC-LC	EA	\$5.06	\$5.06	\$5.06
N/S QUIKTRON 852-L42-006 2M DUP PVC OM3 SC-LC	EA	\$5.77	\$5.77	\$5.77
N/S QUIKTRON 852-L42-009 3M DUP PVC OM3 SC-LC	EA	\$6.50	\$6.50	\$6.50
N/S QUIKTRON 852-L42-017 5M DIP PVC OM3 SC-LC	EA	\$7.90	\$7.90	\$7.90
N/S QUIKTRON 852-L42-033 10M DUP PVC OM3 SC-LC	EA	\$11.47	\$11.47	\$11.47
N/S QUIKTRON 852-LL2-003 1M DUP PVC OM3 LC-LC	EA	\$5.80	\$5.80	\$5.80
N/S QUIKTRON 852-LL2-006 2M DUP PVC OM3 LC-LC	EA	\$6.50	\$6.50	\$6.50
N/S QUIKTRON 852-LL2-009 3M DUP PVC OM3 LC-LC	EA	\$8.21	\$7.21	\$7.21
N/S QUIKTRON 852-LL2-033 10M DUP PVC OM3 LC-LC	EA	\$12.20	\$12.20	\$12.20
N/S QUIKTRON 852-LL2-017 5M DUP PVC OM3 LC-LC	EA	\$8.64	\$8.64	\$8.64
N/S QUIKTRON 810-227-003 1M DUP PVC SM ST-ST	EA	\$4.85	\$4.85	\$4.85
N/S QUIKTRON 810-227-006 2M DUP PVC SM ST-ST	EA	\$5.20	\$5.20	\$5.20
N/S QUIKTRON 810-227-009 3M DUP PVC SM ST-ST	EA	\$5.55	\$5.55	\$5.55
N/S QUIKTRON 810-227-017 5M DUP PVC SM ST-ST	EA	\$6.25	\$6.25	\$6.25
N/S QUIKTRON 810-227-033 10M DUP PVC SM ST-ST	EA	\$8.00	\$8.00	\$8.00
N/S	EA	\$4.85	\$4.85	\$4.85

QUIKTRON 810-247-003 1M DUP PVC SM ST-SC				
N/S QUIKTRON 810-247-006 2M DUP PVC SM ST-SC	EA	\$5.20	\$5.20	\$5.20
N/S QUIKTRON 810-247-009 3M DUP PVC SM ST-SC	EA	\$5.55	\$5.55	\$5.55
N/S QUIKTRON 810-247-017 5M DUP PVC SM ST-SC	EA	\$6.25	\$6.25	\$6.25
N/S QUIKTRON 810-247-033 10M DUP PVC SM ST-SC	EA	\$8.00	\$8.00	\$8.00
N/S OMNITRON 4330-0 100FX/TX TRANSCEIVER SC TO 100 BASET W/O TRANSFORMER	EA	\$194.30	\$201.15	\$201.15
N/S OMNITRON 4330-1 FLEXPOINT 100FX/TX FAST ETHERN FIBER COPPER MEDIA CONVERTOR	EA	\$201.15	\$201.15	\$209.00
N/S OMNITRON 4395 FLEXPOINT 14 PORT CHASSI W.2 UNIV AC POWER SUPPLIES	EA	\$507.95	\$507.95	\$526.30
N/S OMNITRON 4392 FLEXPOINT 5 MODULE RACK MT SHELF	EA	\$63.20	\$63.20	\$65.50
N/S OMNITRON 4341-1 FLEXPOINT 10/1000 SM TRANSCEIV W/O TRANSFORMER	EA	\$436.40	\$329.00	\$334.00
185744 3M TELCOM 6100-B MM, BLACK, ST, 125 UM JACKETED, 250/900 UM	EA	\$4.82	\$4.90	\$5.10
173543 3M TELCOM 8100-YS ST CONNECTOR SM CER ADHESIVE 3.0MM/900UM JKT HOT MELT YELLOW BOOT	EA	\$7.03	\$7.35	\$7.85
443245 3M TELCOM 6192B-254X-2D4H LAPPING FILM, 254X TYPE R3,	EA	\$0.19	\$0.38	\$0.38

2 MIRCON W/ HOLE, 50 PER PACK Availability: 15-20DAYS NON RETURNABLE, BUY IN 1000				
373-OCCOS2-TBRD-24 OPTICAL CA DX024DSLX9KR 24F SM ULTRA FOX INDOOR/ OUTDOOR RISER RATED BLACK JACKET/DISTRIBUTION PRICE REDUCTION FROM .92	FT	\$0.92	\$0.89	\$0.89
N/S OCC BX012KFLX9YP 12STR 9/125 SM YELLOW PLENUM	FT	\$2.10	\$1.60	\$1.69
370-OCC625-TB24 OPTICAL CA BX024KWLS9OP 24F 62.5/125 TB PLENM BREAKOUT 3.5/1.5 DB/KM 220/500 MHZ-KM 2.0MM SUBCABLES	FT	\$4.00	\$3.80	\$4.13
370-OCC625-TB12 OPTICAL CA BX012KWLS9OP 12F 62.5/125 TB PLENM BREAKOUT 3.5/1.5 DB/KM 220/500 MHZ-KM 2.0MM SUBCABLES	FT	\$1.83	\$1.80	\$1.92
228644 LEVITON 86014 BLANK PLATE, NO HOLES SINGLE GANG UREA IVORY	EA	\$0.63	\$0.68	\$0.68
097626 LEVITON 86003 DUPLEX FLUSH MOUNT UNLOADED SINGLE GANG 106 TYPE IVORY, UREA	EA	\$0.42	\$0.50	\$0.50
N/S GEIST SPXN084-10 RACK MOUNT STRIP Availability: 8-9 DAYS	EA	\$92.32	\$97.00	\$98.10
229364 APW ENCLOS MNFT1978DU RACK ALUM LTWT UPRIGHT 84HX19W 45 RMU MILL APW - OPTIMA Availability: 6 WEEKS	EA	\$126.78	\$197.00	\$256.00
106756 PANDUIT LD5EI6-A RACEWAY NONMETALLIC SINGLE 6'L X 1.01"WX.60"H PAN-WAY LD5 ADHES ELECIVORY ROHS	EA	\$9.12	\$9.12	\$9.12

106768 PANDUIT LD10EI6-A RACEWAY NONMETALLIC SINGLE 6'LX1.51"WX.94"H PAN-WAY LD10 ADHES ELECIVORY ROHS	EA	\$12.48	\$12.48	\$12.48
604943 CS-SYSTIMX PM-PS-48 48-PORT PANEL 110-MOD 8W8P T568A/B PATCHMAX POWERSUM 760205278 BLACK 3U REPLACES 108320045	EA	\$287.50	\$287.50	\$287.50
335318 CS-SYSTIMX PMGS324WTERMINA 24-PORT PANEL 110-MOD LOADED CAT6 T568A/B 8W8P PM-GS3 760062356 BLACK	EA	\$238.00	\$238.00	\$277.00
604942 CS-SYSTIMX PM-PS-24 24-PORT PANEL 110-MOD 8W8P T568A/B PATCHMAX POWERSUM 760205260 BLACK 2U REPLACES 760205260	EA	\$143.65	\$143.65	\$143.65
335542 CS-SYSTIMX PMGS348WTERMINA 48-PORT PANEL 110-MOD LOADED CAT6 T568A/B 8W8P PM-GS3 760062364 BLACK	EA	\$476.60	\$476.60	\$547.30
221199 CS-SYSTIMX MPS100E-262 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT5E POWERSUM 108232745 WHITE	EA	\$5.18	\$5.18	\$5.18
221198 CS-SYSTIMX MPS100E-246 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT5E IP1 POWERSUM 108232737 IVORY	EA	\$5.18	\$5.18	\$5.18
221194 CS-SYSTIMX MPS100E-112 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT5E IP1 POWERSUM 108232703 ORANGE	EA	\$5.18	\$5.18	\$5.18
246741 CS-SYSTIMX MGS400-361 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT6 IP5 GIGASPEED 700206675 VIOLET	EA	\$6.18	\$6.18	\$6.25

169238 CS-COMMSCO M12AP-262 2-PORT FLUSH MT UNLOADED SGL GANG M-SERIES 107276180 WHITE	EA	\$1.35	\$1.35	\$1.29
197613 CS-COMMSCO M14L-262 4-PORT FLUSH MT UNLOADED SGL GANG M-SERIES 108168543 WHITE	EA	\$1.25	\$1.25	\$1.39
169237 CS-COMMSCO M12AP-246 2-PORT FLUSH MT UNLOADED SGL GANG M-SERIES 107276172 IVORY	EA	\$1.35	\$1.35	\$1.29
197612 CS-COMMSCO M14L-246 4-PORT FLUSH MT UNLOADED SGL GANG M-SERIES 108168550 IVORY	EA	\$1.25	\$1.25	\$1.39
189969 CS-COMMSCO M102SMB-B-246 2-PORT SURFACE MT UNLOADED ICONABLE M-SERIES 107984049 IVORY	EA	\$2.32	\$2.32	\$2.39
189971 CS-COMMSCO M102SMB-B-270 2-PORT SURFACE MT UNLOADED ICONABLE M-SERIES 107984064 GRAY	EA	\$2.32	\$2.32	\$2.39
145936 CS-SYSTIMX M20AP-246 MODULAR DUST COVER M-SERIES 100/PK 107067860 IVORY	PK	\$12.85	\$12.85	\$13.50
146674 CS-SYSTIMX M20AP-262 MODULAR DUST COVER, WHITE M-SERIES 100/PK 107067928	PK	\$12.85	\$12.85	\$13.50
050396 CS-SYSTIMX 267C ADAPTER MODULAR 6P4C PLUG TO TWO 6 POS 2/C MOD JACKS T TYPE 103715652 WHITE	EA	\$0.00		\$0.00
DISCONTINUED PART:use Suttle 267B	ea			\$2.75
058739	EA	\$0.00		\$0.00

CS-SYSTIMX 451A ADAPTER MODULAR IN-LINE FOR 4 OR 8 CONDUCTOR MOD LINE CORDS 103786240 IVORY DISCONTINUED PART:use Suttle 159MC-8A					\$5.00
CMP-00424MAX-6U-F CS-SYSTIMX 2061FWH424W1000 24-4P UTP-CMP SOL BC CAT5E IP1 FEP/PVC WHITE JKT 1000FT BOX 760041921	MF	\$260.45	\$260.45		\$260.45
CMP-00424MAX-6U-06F CS-SYSTIMX 2061FBL424W1000 24-4P UTP-CMP SOL BC CAT5E IP1 FEP/PVC BLUE JKT 1000FT BOX 760041913	MF	\$260.45	\$260.45		\$260.45
CMP-00424AVA-7U-10 CS-SYSTIMX 2071ELL423W1000 23-4P UTP-CMP SOL BC CAT6 IP5 FEP/PVC LILAC JKT 1000FT BOX 700210214	MF	\$416.85	\$416.85		\$506.00
125281 PANDUIT MWBA1 SINGLE GANG WALL BOARD ADAPTER ROHS	EA	\$3.20	\$3.20		\$3.50
185982 PANDUIT MWBA-2G DOUBLE GANG WALL BOARD ADAPTER	EA	\$4.40	\$4.40		\$4.60
370138-EA ERICO CAT32HP 2 INCH J-HOOK HIGH PERFORMANCE PART CHANGE REPLACES CAT32 2.40	EA	\$2.40	\$2.40		\$2.86
133581 ERICO 4Z34 CLIP MULTI-FUNCTION	EA	\$0.31	\$0.33		\$0.38
178315 ERICO CATHBA ANGLED HANGAR BRACKET FOR CATEGORY 5 CABLE SUPPORT CLIP 40/PK	PK	\$44.80	\$44.80		\$52.40
210815 T&B 500SC BEAM CLAMP 1/4 - 20 50/BOX	BX	\$33.00	\$39.00		\$47.00
P32W2R1-100-7 PANDUIT P32W2R1-100-7	EA	\$9.32	\$9.70		\$9.70

TAPE DOUBLE-SIDED STICKY WHITE 1 INCH WIDE 7 YARDS LONG 1/32 INCH THICK ROHS				
901384230 3M TELCOM SJ-3540 DUAL-LOCK RECLOSABLE FASTENER TAPE-250 STEMS/SQ IN 1=ROLL OF 50 YARDS MUST BUY IN INCREMENTS OF 2	EA	\$100.82	\$202.00	\$202.00
167690 PANDUIT HLS-15R0 HOOK & LOOP TIE 180" 50LB CAN BE CUT TO DESIRED LENGTHS .75" W BLACK 15'/RL ROHS	RL	\$15.60	\$17.50	\$17.50
104676 PANDUIT PLT2S-M CABLE TIE 7.4" 50LB 1.88" BUNDLE DIAMETER NATURAL 1000/PK ROHS PRICE INCREASE FROM 44.38	PK	\$46.00	\$46.00	\$46.00
118870 PANDUIT PLT3S-M CABLE TIE 11.5" 50LB 3" BUNDLE DIAMETER NATURAL 1000/PK ROHS	PK	\$115.50	\$128.00	\$128.00
009616 3M ELECT 33+SUPER-3/4X66 TAPE VINYL PLASTIC 3/4" X 66' BLACK	RL	\$3.75	\$4.40	\$4.40
190625 IDEAL INDU 31-340 PULL LINE 200LB MIN TENSILE STRENGTH 6500' BUCKET	EA	\$51.30	\$50.00	\$50.00
061268 -discontinued CS-SYSTIMX 110C-5 5 PR CONNECTING BLOCK CAT5 USE W/110 BLOCKS 10/pk new part 558402-1 25/pk	PK	\$6.15	\$6.15	\$0.00
073039 - discontinued CS-SYSTIMX 110C-4 4 PR CONNECTING BLOCK CAT5 USE W/110 BLOCKS 10/PK New aprt 558401-1 25/pk	PK	\$5.65	\$5.65	\$0.00
154069 CS-SYSTIMX 110AW2-100 100 PR 110 BLOCK W/LEGS CAT 6 BLOCK ONLY ADD C-CLIPS LABELS	EA	\$12.10	\$12.10	\$12.50

107059891				
154071 CS-SYSTIMX 110AW2-300 300 PR 110 BLOCK W/LEGS CAT 6 BLOCK ONLY ADD C-CLIPS LABELS 107059917	EA	\$28.40	\$28.40	\$32.70
N/S QUIKTRON 560-100-007 7FT CAT5E GRAY	EA	\$1.01	\$1.03	\$1.05
N/S QUIKTRON 560-100-014 14FT CAT5E GRAY	EA	\$1.77	\$1.92	\$1.95
N/S QUIKTRON 560-100-025 25FT CAT5E GRAY	EA	\$2.93	\$3.25	\$3.30
N/S QUIKTRON 560-115-003 3FT CAT5E YELLOW	EA	\$0.66	\$0.67	\$0.69
N/S QUIKTRON 560-145-005 5FT CAT5E PURPLE	EA	\$0.83	\$0.91	\$0.92
N/S QUIKTRON 560-115-007 7FT CAT5E YELLOW	EA	\$1.02	\$1.03	\$1.05
N/S QUIKTRON 560-115-014 14FT CAT5E YELLOW	EA	\$1.77	\$1.92	\$1.95
N/S QUIKTRON 560-115-025 25FT CAT5E YELLOW	EA	\$2.93	\$3.25	\$3.30
MM03-AV7E-05 CS-SYSTIMX CPC3312-09F003 CBL ASSY MOD 24-4PR STRANDED CAT6 T568A/B 3FT YELLOW CPC3312-09F003	EA	\$5.86	\$5.86	\$5.86
MM05-AV7E-10 CS-SYSTIMX CPC3312-0BF005 CBL ASSY MOD 24-4PR STRANDED CAT6 T568A/B 5FT LILAC CPC3312-0BF005	EA	\$6.43	\$6.43	\$6.43
MM07-AV7E-09 CS-SYSTIMX CPC3312-03F007 CBL ASSY MOD 24-4PR STRANDED CAT6 T568A/B 7FT DARK GRAY CPC3312-03F007	EA	\$6.94	\$6.94	\$6.94
066645 LYNN ELEC L4C-M-M-7-SIL	EA	\$0.95	\$0.97	\$1.10

CORD LINE 7' 4/C FULLY MOD SILVER SATIN PRO # 2				
093919 LYNN ELEC L4C-M-M-14-SIL CORD LINE 14' 4/C FULLY MOD SILVER SATIN	EA	\$1.44	\$1.44	\$1.60
093775 LYNN ELEC L-D4BU-25-SS CORD LINE 25' 4/C FULLY MOD SILVER SATIN (LIGHT GREY)	EA	\$2.02	\$2.02	\$2.30
066864 LYNN ELEC H4C-M-M-12-BK CORD HANDSET 12' 4/C FULLY MOD BLACK	EA	\$1.72	\$1.80	\$1.85
079868 LYNN ELEC H4C-M-M-12-BE CORD HANDSET 12' 4/C FULLY MOD BEIGE 60 PRO #62	EA	\$1.55	\$1.55	\$1.89
J-1P24CBOJ SUPERIOR C 02-006-13 24-1P CROSS CONNECT WIRE SOL BC (R/WH-WH/R) SRPVC BMD COLORS NO CUT LGTHS 1000FT SPOOLS ONLY	MF	\$29.70	\$29.70	\$30.90
J-1P24CBQA SUPERIOR C 02-002-13 24/1P (BLUE-YELL/Y-BL) SOL BC SR-PVC BMD COLORS NO CUT LENGTHS \$ 1000FT SPOOLS ONLY	MF	\$28.50	\$28.50	\$30.90
CS2227V CS-UNIPRIS 2227VWHRLRG6QD1 RG6 18 SOL CCS FFEP/FRPVC CMP FOIL+60%BRD+FOIL+40%BRD 75OHM QUAD WT 4112704/10	MF	\$366.00	\$395.00	\$395.00
264634 SPECIFIED ES129 ES SERIES ELASTOMERIC SEALANT 29 OZ TUBE 858 ML MUST BUY IN FULL CASE OF 12	EA	\$21.30	\$255.60 case of 12	\$265.80 case of 12
264615 SPECIFIED LCI329 LCI SERIES INTUMESCENT SEALANT 29 OZ TUBE 858 ML MUST BUY IN FULL CASE OF 12	EA	\$21.30	\$255.60 case of 12	\$255.60 case of 12

280114 SPECIFIED EZD22 EZ-PATH FIRE-RATED "MINI" DEVICE KIT- SERIES 22 1.54" X 1.54" X 10.5	EA	\$54.75	\$56.20	\$63.20
269611 SPECIFIED EZDP33FWS EZPATH FIRE-RATED DEVICE KIT INCLUDES WALL PLATES & LABELS 3" X 3" X 10.5"	EA	\$110.23	\$110.23	\$127.25
264627 SPECIFIED SSAMW MINERAL WOOL BOARDS (2) 2' X 4' X 1.5" 2/BOX	BX	\$42.46	\$42.46	\$42.46
141126 now 598116 PLANTRONIC H41N now HW530 /201500- MIRAGE HEADSET TOP NOISE CANCELING WITH QD BLACK 26851-02	EA	\$67.55	\$68.72	\$68.72
391301 PLANTRONIC HW251 SUPRAPLUS HEADSET WIDEBAND MONAURAL WITH VOICETUBE 64336-31	EA	\$52.15	\$52.15	\$54.60
391302 PLANTRONIC HW261 SUPRAPLUS HEADSET WIDEBAND BINAURAL WITH VOICETUBE 64337-31	EA	\$68.72	\$68.72	\$71.70
338831 PLANTRONIC M22 M22 AMPLIFIER WITH CLEARLINE AUDIO AND 10FT COIL CORD BLACK -replaces 61642-43	EA	\$81.65	\$73.00	\$76.20
676192 PLANTRONIC 49323-46 AVAYA HIC-1 H-TOP ADAPTER CBL HIC-1, ADAPTER CABLE AVAYA LOGO HIC-1	EA	\$27.43	\$27.43	\$27.43
391301 PLANTRONIC HW251 SUPRAPLUS HEADSET WIDEBAND MONAURAL WITH VOICETUBE 64336-31	EA	\$52.15	\$52.15	\$55.90
097731 PLANTRONIC 17593-01	EA	\$2.98	\$2.98	\$3.00

VOICE TUBE REPLACEMENT FOR SUPRA/STARSET/MIRAGE				
097725 PLANTRONIC 15729-05 FOAM EAR CUSHION 1-PR FITS SUPRA & ENCORE BLACK	PR	\$1.33	\$1.33	\$1.33
187347 - discontinued no replacement PLANTRONIC 40700-01 EYEGLOSS CLIP KIT INCLUDES CLIP AND ADAPTER	EA	\$2.87	\$2.87	
149049 - discontinued no replacement PLANTRONIC 27019-03 SUPERVISOR Y ADAPTER W/QUICK DISCONNECT LOCK	EA	\$23.70	\$23.70	
442594 PLANTRONIC CS540 CS540 WIRELESS HEADSET SYSTEM 1.9GHZ, DECT 6.0 84693-01 REPLACES CS55	EA	\$183.66	\$191.00	\$191.00
275533 PLANTRONIC 64399-01 REPLACEMENT BATTERY FOR CS50/CS55 WIRELESS HEADSET SYSTEM	EA	\$23.70	\$23.70	\$24.30
361804 PLANTRONIC 72195-03 CS55 REPLACEMENT HEADSET 72195-03 DISCONTINUED NO REPLACEMENT	EA	\$0.00		\$0.00
444708 PLANTRONIC 75010-01 EXTERNAL RING DETECTOR,AWH 55+	EA	\$3.44	\$3.44	\$3.60
281101 PLANTRONIC 64394-11 CS50 EAR LOOPS, 3 SIZES, SMALL, MEDIUM, LARGE	EA	\$2.97	\$2.97	\$3.05
434737 GAI-TRONIC 394AL-001 EMERGENCY PHONE WITH DIAL PAD ALUMINIUM HOUSING ADA RED ALERT	EA	\$720.30	\$857.00	\$879.00
434736 GAI-TRONIC 393AL-001 293AL INDUSTRIAL TELEPHONE EMERGENCY ALUMINIUM CASING ADA	EA	\$620.65	\$688.00	\$724.00

RED ALERT				
435531 GAI-TRONIC 397-001 WEATHERPROOF, FLUSH-MOUNT, ONE BUTTON, EMERGENCY TELEPHONE	EA	\$593.45	\$659.00	\$662.00
435623 GAI-TRONIC 398-001 WEATHERPROOF, FLUSH-MOUNT, KEYPAD TELEPHONE WITH EMERGENCY PUSHBUTTON	EA	\$647.80	\$728.00	\$812.00
246955 GAI-TRONIC 236-001YL MODEL 236YL STANCHION YELLOW FOR FLUSHMOUNT EMERGENCY PHONE WALL MOUNTED ALUM	EA	\$176.86	\$213.00	\$215.90
400217 AVAYA-TEL 700405673 IP PHONE 9630G GRY 9630GD01A PRICE DECREASE FROM 538.10	EA	\$335.00	\$335.00	\$335.00
400218 AVAYA-SMBS 700462518 9600 SBM24 BUTTON MOD GRY \$133.90	EA	\$133.90	\$133.90	\$133.90
149047 TW ENTERPR CM-01 CRADLEMATE HANDSET LIFT FOR TELEPHONE	EA	\$0.00	\$0.00	\$10.00
338012 LYNN ELEC H4C-M-M-12-CG HANDSET CORD 12' 4/C FULLY MODULAR CHARCOAL GRAY	EA	\$1.72	\$1.72	\$1.85
327212 LYNN ELEC L-H4DU-25-DG 25' DARK GRAY HANDSET CORD FOR AT&T SETS	EA	\$3.23	\$3.23	.



**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 071B1300377

CONTRACTOR	ANIXTER INC
	4509 Broadmoor Ave, SE Suite A
	Grand Rapids, MI 49512
	Beth Kachel
	616-698-7800
	beth.kachel@anixter.com
	*****1285

STATE	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 & 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		
\$916,886.76	\$950,000.00	\$1,866,886.76		

DESCRIPTION

Effective State Administrative Board approval of 9/12/2017 and mutual signature the contract is amended to exercise a one year option to 9/15/2018 and add \$950,000.00 for operational requirements of Telecommunication Services for just-in-time functionality. All other terms and conditions remain the same.

From: [Beth Kachel](#)
To: [Hall, Scott \(DTMB\)](#)
Subject: contract 071B1300377
Date: Thursday, May 18, 2017 12:17:05 PM
Attachments: [image011.png](#)
[image012.png](#)
[image015.png](#)
[image016.png](#)
[image019.png](#)
[image020.png](#)
[image021.png](#)
[image022.png](#)
[image023.png](#)
[image030.png](#)
[image031.png](#)
[image032.png](#)
[image033.png](#)
[image034.png](#)
[071B130077 2017-18.xls](#)
[certif of ins State of Michigan.pdf](#)

Scott

Yes, Anixter is prepared to extend pricing for contract 071B1300377 from Sept 16, 2017 to Sept 15, 2018.

Attached is the price sheet and current certificate of insurance.

Please send a contract change notice, if needed, for Anixter to sign.

thank you
Beth Kachel



Beth Kachel

Sales Specialist

Anixter Inc.

4509 Broadmoor Se. Ste. A

Grand Rapids, MI 49512

Tel: 616-871-5402

Fax: 616-698-9510

Beth.Kachel@anixter.com



From: Hall, Scott (DTMB) [<mailto:HallS9@michigan.gov>]

Sent: Monday, May 15, 2017 10:43 AM

To: Beth Kachel <Beth.Kachel@anixter.com>

Subject: RE: contract 071B1300377

Hi Beth,

Just checking on the status of your letter and pricing list for exercising the option year on the Anixter state contract. The State's Procurement office has reminded me that we'll have to go before the

Yes, we'll probably want to exercise an option year of the contract to extend for another year. We'll need a vendor agreement letter from you stating you agree to the contract extension and accept the existing Terms and Conditions. And you usually send a current product price list.

I'll need to start the paperwork on this end sometime in mid-May. Could you supply the letter and an updated price list by then?

Thanks,

Scott W. Hall
Business Services
517-241-4255
Network & Telecommunications Services Division
Michigan Department of Technology, Management & Budget



Help.Connect.Solve.

From: Breen, Michael (DTMB)
Sent: Wednesday, April 12, 2017 7:31 AM
To: Beth Kachel <Beth.Kachel@anixter.com>
Cc: Hall, Scott (DTMB) <Halls9@michigan.gov>
Subject: RE: contract 071B1300377

It is the Agency's determination on extension requests however I have heard no reason why the Agency would not be requesting an extension letter. I have CC'd the person that normally makes this request.

Mike Breen
Category Specialist, IT
Central Procurement
State of Michigan
517-284-7002
breenm@michigan.gov



HELP. CONNECT. SOLVE.

From: Beth Kachel [<mailto:Beth.Kachel@anixter.com>]
Sent: Tuesday, April 11, 2017 9:47 AM
To: Breen, Michael (DTMB) <BreenM@michigan.gov>
Subject: contract 071B1300377

Good Day

Anixter Catalog Number, Manufacturer Part Number and Description	Unit	2011 contracted price	2016-17 price	Proposed 2017-18 price
3 N/S	EA	\$147.00	\$147.00	\$147.00
4 OFS LST1U-072/7				
5 1000G2 ,ODULAR COMBO SHELF				
6 4U FIXED FOR 12 DM2 MODULES				
7 106191695				
8 N/S	EA	\$147.95	\$147.95	\$147.95
9 OFS LSC2U-024/5				
10 24/48 PORT RACK MT SHELF COMBO				
11 19" 3U HOLDS 4 PANELS/1TRAY				
12 106455355				
13 N/S	EA	\$28.05	\$28.05	\$28.05
14 OFS 1000ST-6EWSTM				
15 6PORT PANEL ST SM LOADED				
16 USE W/LGX ENCLOSURES				
17 401195	EA	\$484.57	\$484.57	\$484.57
18 CS-SYSTIMX 360DM-24LC-LS				
19 INSTAPATCH 360 MODULE				
20 24 LC LAZRSPEED PORTS				
21 760109884				
22 349752	EA	\$1,699.90	\$1,708.00	\$1,708.00
23 CS-SYSTIMX RFEHDM0965KLC02				
24 96-F HD MODULE INSTAPATCH				
25 LOADED W/48 LC DUP TO 8 MPO				
26 760057646 LZRSPD				
27 550745	EA	\$146.36	\$146.36	\$146.36
28 CS-SYSTIMX 360G2-1U-MOD-FX				
29 FIXED MOD FIBER CASSETTE SHELF				
30 1U ACCEPTS 4 MOD CASSETTES				
31 760193763				
32 REPLACES 760103150				
33 N/S	EA	\$2,070.85	\$3,576.40	\$3,576.40
34 SYSTIMAX FGZMPMPALMBF125				
35 125FT 96F OM3 MPO-MPO				
36 PLENUM W/GLAND				
37 550761	EA	\$230.00	\$232.00	\$232.00
38 CS-SYSTIMX 360MP-4U-PANEL				
39 360G2 4U PANEL				
40 ACCEPTS 16 MODULES				
41 760193862				
42 REPLACES 760120287				
43 N/S	EA	\$921.30	\$920.00	\$920.00
44 SYSTIMAX FGZMPMPAFMBF125				
45 125FT 24F OM3 MPO-MPO				

46	PLENUM W/GLAND				
47	N/S	EA	\$5.06	\$5.06	\$5.06
48	QUIKTRON 852-L42-003				
49	1M DUP PVC OM3 SC-LC				
50	N/S	EA	\$5.77	\$5.77	\$5.77
51	QUIKTRON 852-L42-006				
52	2M DUP PVC OM3 SC-LC				
53	N/S	EA	\$6.50	\$6.50	\$6.50
54	QUIKTRON 852-L42-009				
55	3M DUP PVC OM3 SC-LC				
56	N/S	EA	\$7.90	\$7.90	\$7.90
57	QUIKTRON 852-L42-017				
58	5M DIP PVC OM3 SC-LC				
59	N/S	EA	\$11.47	\$11.47	\$11.47
60	QUIKTRON 852-L42-033				
61	10M DUP PVC OM3 SC-LC				
62	N/S	EA	\$5.80	\$5.80	\$5.80
63	QUIKTRON 852-LL2-003				
64	1M DUP PVC OM3 LC-LC				
65	N/S	EA	\$6.50	\$6.50	\$6.50
66	QUIKTRON 852-LL2-006				
67	2M DUP PVC OM3 LC-LC				
68	N/S	EA	\$8.21	\$7.21	\$7.21
69	QUIKTRON 852-LL2-009				
70	3M DUP PVC OM3 LC-LC				
71	N/S	EA	\$12.20	\$12.20	\$12.20
72	QUIKTRON 852-LL2-033				
73	10M DUP PVC OM3 LC-LC				
74	N/S	EA	\$8.64	\$8.64	\$8.64
75	QUIKTRON 852-LL2-017				
76	5M DUP PVC OM3 LC-LC				
77	N/S	EA	\$4.85	\$4.85	\$4.85
78	QUIKTRON 810-227-003				
79	1M DUP PVC SM ST-ST				
80	N/S	EA	\$5.20	\$5.20	\$5.20
81	QUIKTRON 810-227-006				
82	2M DUP PVC SM ST-ST				
83	N/S	EA	\$5.55	\$5.55	\$5.55
84	QUIKTRON 810-227-009				
85	3M DUP PVC SM ST-ST				
86	N/S	EA	\$6.25	\$6.25	\$6.25
87	QUIKTRON 810-227-017				
88	5M DUP PVC SM ST-ST				
89	N/S	EA	\$8.00	\$8.00	\$8.00
90	QUIKTRON 810-227-033				
91	10M DUP PVC SM ST-ST				
92	N/S	EA	\$4.85	\$4.85	\$4.85

93	QUIKTRON 810-247-003				
94	1M DUP PVC SM ST-SC				
95	N/S	EA	\$5.20	\$5.20	\$5.20
96	QUIKTRON 810-247-006				
97	2M DUP PVC SM ST-SC				
98	N/S	EA	\$5.55	\$5.55	\$5.55
99	QUIKTRON 810-247-009				
100	3M DUP PVC SM ST-SC				
101	N/S	EA	\$6.25	\$6.25	\$6.25
102	QUIKTRON 810-247-017				
103	5M DUP PVC SM ST-SC				
104	N/S	EA	\$8.00	\$8.00	\$8.00
105	QUIKTRON 810-247-033				
106	10M DUP PVC SM ST-SC				
107	N/S	EA	\$194.30	\$201.15	\$201.15
108	OMNITRON 4330-0				
109	100FX/TX TRANSCEIVER				
110	SC TO 100 BASET				
111	W/O TRANSFORMER				
112	N/S	EA	\$201.15	\$201.15	\$201.15
113	OMNITRON 4330-1				
114	FLEXPOINT 100FX/TX FAST ETHERN				
115	FIBER COPPER MEDIA CONVERTOR				
116	N/S	EA	\$507.95	\$507.95	\$507.95
117	OMNITRON 4395				
118	FLEXPOINT 14 PORT CHASSI				
119	W.2 UNIV AC POWER SUPPLIES				
120	N/S	EA	\$63.20	\$63.20	\$63.20
121	OMNITRON 4392				
122	FLEXPOINT 5 MODULE				
123	RACK MT SHELF				
124	N/S	EA	\$436.40	\$329.00	\$329.00
125	OMNITRON 4341-1				
126	FLEXPOINT 10/1000 SM TRANSCEIV				
127	W/O TRANSFORMER				
128	N/S	EA	\$443.20	\$334.00	\$334.00
129	OMNITRON 4341-1				
130	FLEXPOINT 10/100 SM				
131	TRANSEIVER SM.SC.1300NM/28KM				
132	185744	EA	\$4.82	\$4.90	\$4.90
133	3M TELCOM 6100-B				
134	MM, BLACK, ST, 125 UM				
135	JACKETED, 250/900 UM				
136	173543	EA	\$7.03	\$7.35	\$7.35
137	3M TELCOM 8100-YS				
138	ST CONNECTOR SM CER				
139	ADHESIVE 3.0MM/900UM JKT				

140	HOT MELT YELLOW BOOT				
141	443245	EA	\$0.19	\$0.38	\$0.38
142	3M TELCOM 6192B-254X-2D4H				
143	LAPPING FILM, 254X TYPE R3,				
144	2 MIRCON W/ HOLE,				
145	50 PER PACK				
146	Availability: 15-20DAYS				
147	NON RETURNABLE, BUY IN 1000				
148	373-OCCOS2-TBRD-24	FT	\$0.92	\$0.89	\$0.89
149	OPTICAL CA DX024DSLX9KR				
150	24F SM ULTRA FOX INDOOR/				
151	OUTDOOR RISER RATED BLACK				
152	JACKET/DISTRIBUTION				
153	PRICE REDUCTION FROM .92				
154	N/S	FT	\$2.10	\$1.60	\$1.60
155	OCC BX012KFLX9YP				
156	12STR 9/125 SM YELLOW PLENUM				
157	370-OCC625-TB24	FT	\$4.00	\$3.80	\$3.80
158	OPTICAL CA BX024KWLS9OP				
159	24F 62.5/125 TB PLENM BREAKOUT				
160	3.5/1.5 DB/KM 220/500 MHZ-KM				
161	2.0MM SUBCABLES				
162	370-OCC625-TB12	FT	\$1.83	\$1.80	\$1.80
163	OPTICAL CA BX012KWLS9OP				
164	12F 62.5/125 TB PLENM BREAKOUT				
165	3.5/1.5 DB/KM 220/500 MHZ-KM				
166	2.0MM SUBCABLES				
167	228644	EA	\$0.63	\$0.68	\$0.68
168	LEVITON 86014				
169	BLANK PLATE, NO HOLES				
170	SINGLE GANG UREA IVORY				
171	097626	EA	\$0.42	\$0.50	\$0.50
172	LEVITON 86003				
173	DUPLEX FLUSH MOUNT UNLOADED				
174	SINGLE GANG 106 TYPE				
175	IVORY, UREA				
176	N/S	EA	\$92.32	\$97.00	\$97.00
177	GEIST SPXN084-10				
178	RACK MOUNT STRIP				
179	Availability: 8-9 DAYS				
180	229364	EA	\$126.78	\$197.00	\$197.00
181	APW ENCLOS MNFT1978DU				
182	RACK ALUM LTWT UPRIGHT 84HX19W				
183	45 RMU MILL				
184	APW - OPTIMA				
185	Availability: 6 WEEKS				
186	106756	EA	\$9.12	\$9.12	\$9.12

187	PANDUIT LD5EI6-A				
188	RACEWAY NONMETALLIC SINGLE				
189	6'L X 1.01"WX.60"H PAN-WAY LD5				
190	ADHES ELECIVORY ROHS				
191	106768	EA	\$12.48	\$12.48	\$12.48
192	PANDUIT LD10EI6-A				
193	RACEWAY NONMETALLIC SINGLE				
194	6'LX1.51"WX.94"H PAN-WAY LD10				
195	ADHES ELECIVORY ROHS				
196	604943	EA	\$287.50	\$287.50	\$287.50
197	CS-SYSTMX PM-PS-48				
198	48-PORT PANEL 110-MOD 8W8P				
199	T568A/B PATCHMAX POWERSUM				
200	760205278 BLACK 3U				
201	REPLACES 108320045				
202	335318	EA	\$238.00	\$238.00	\$238.00
203	CS-SYSTMX PMGS324WTERMINA				
204	24-PORT PANEL 110-MOD LOADED				
205	CAT6 T568A/B 8W8P PM-GS3				
206	760062356 BLACK				
207	604942	EA	\$143.65	\$146.65	\$143.65
208	CS-SYSTMX PM-PS-24				
209	24-PORT PANEL 110-MOD 8W8P				
210	T568A/B PATCHMAX POWERSUM				
211	760205260 BLACK 2U				
212	REPLACES 760205260				
213	335542	EA	\$476.60	\$476.60	\$476.60
214	CS-SYSTMX PMGS348WTERMINA				
215	48-PORT PANEL 110-MOD LOADED				
216	CAT6 T568A/B 8W8P PM-GS3				
217	760062364 BLACK				
218	221199	EA	\$5.18	\$5.18	\$5.18
219	CS-SYSTMX MPS100E-262				
220	1-PORT MOD JACK 110 8W8P UTP				
221	T568A/B CAT5E POWERSUM				
222	108232745 WHITE				
223	221198	EA	\$5.18	\$5.18	\$5.18
224	CS-SYSTMX MPS100E-246				
225	1-PORT MOD JACK 110 8W8P UTP				
226	T568A/B CAT5E IP1 POWERSUM				
227	108232737 IVORY				
228	221194	EA	\$5.18	\$5.18	\$5.18
229	CS-SYSTMX MPS100E-112				
230	1-PORT MOD JACK 110 8W8P UTP				
231	T568A/B CAT5E IP1 POWERSUM				
232	108232703 ORANGE				
233	246741	EA	\$6.18	\$6.18	\$6.18

234	CS-SYSTIMX MGS400-361				
235	1-PORT MOD JACK 110 8W8P UTP				
236	T568A/B CAT6 IP5 GIGASPEED				
237	700206675 VIOLET				
238	169238	EA	\$1.35	\$1.35	\$1.35
239	CS-COMMSCO M12AP-262				
240	2-PORT FLUSH MT UNLOADED				
241	SGL GANG M-SERIES				
242	107276180 WHITE				
243	197613	EA	\$1.25	\$1.25	\$1.25
244	CS-COMMSCO M14L-262				
245	4-PORT FLUSH MT UNLOADED				
246	SGL GANG M-SERIES				
247	108168543 WHITE				
248	169237	EA	\$1.35	\$1.35	\$1.35
249	CS-COMMSCO M12AP-246				
250	2-PORT FLUSH MT UNLOADED				
251	SGL GANG M-SERIES				
252	107276172 IVORY				
253	197612	EA	\$1.25	\$1.25	\$1.25
254	CS-COMMSCO M14L-246				
255	4-PORT FLUSH MT UNLOADED				
256	SGL GANG M-SERIES				
257	108168550 IVORY				
258	189969	EA	\$2.32	\$2.32	\$2.32
259	CS-COMMSCO M102SMB-B-246				
260	2-PORT SURFACE MT UNLOADED				
261	ICONABLE M-SERIES				
262	107984049 IVORY				
263	189971	EA	\$2.32	\$2.32	\$2.32
264	CS-COMMSCO M102SMB-B-270				
265	2-PORT SURFACE MT UNLOADED				
266	ICONABLE M-SERIES				
267	107984064 GRAY				
268	145936	PK	\$12.85	\$12.85	\$12.85
269	CS-SYSTIMX M20AP-246				
270	MODULAR DUST COVER				
271	M-SERIES 100/PK				
272	107067860 IVORY				
273	146674	PK	\$12.85	\$12.85	\$12.85
274	CS-SYSTIMX M20AP-262				
275	MODULAR DUST COVER, WHITE				
276	M-SERIES 100/PK				
277	107067928				
278	050396	EA	\$0.00		\$0.00
279	CS-SYSTIMX 267C				
280	ADAPTER MODULAR 6P4C PLUG TO				

281	TWO 6 POS 2/C MOD JACKS T TYPE				
282	103715652 WHITE				
283	DISCONTINUED PART:use Suttle 267B	ea			\$2.30
284	058739	EA	\$0.00		\$0.00
285	CS-SYSTIMX 451A				
286	ADAPTER MODULAR IN-LINE FOR 4				
287	OR 8 CONDUCTOR MOD LINE CORDS				
288	103786240 IVORY				
289	DISCONTINUED PART:use Suttle 159MC-8A				\$4.55
290	CMP-00424MAX-6U-F	MF	\$260.45	\$260.45	\$260.45
291	CS-SYSTIMX 2061FWH424W1000				
292	24-4P UTP-CMP SOL BC CAT5E IP1				
293	FEP/PVC WHITE JKT 1000FT BOX				
294	760041921				
295	CMP-00424MAX-6U-06F	MF	\$260.45	\$260.45	\$260.45
296	CS-SYSTIMX 2061FBL424W1000				
297	24-4P UTP-CMP SOL BC CAT5E IP1				
298	FEP/PVC BLUE JKT 1000FT BOX				
299	760041913				
300	CMP-00424AVA-7U-10	MF	\$416.85	\$416.85	\$416.85
301	CS-SYSTIMX 2071ELL423W1000				
302	23-4P UTP-CMP SOL BC CAT6 IP5				
303	FEP/PVC LILAC JKT 1000FT BOX				
304	700210214				
305	125281	EA	\$3.20	\$3.20	\$3.20
306	PANDUIT MWBA1				
307	SINGLE GANG WALL BOARD ADAPTER				
308	ROHS				
309	185982	EA	\$4.40	\$4.40	\$4.40
310	PANDUIT MWBA-2G				
311	DOUBLE GANG WALL BOARD ADAPTER				
312	370138-EA	EA	\$2.40	\$2.40	\$2.40
313	ERICO CAT32HP				
314	2 INCH J-HOOK				
315	HIGH PERFORMANCE				
316	PART CHANGE REPLACES CAT32				
317	2.40				
318	133581	EA	\$0.31	\$0.33	\$0.33
319	ERICO 4Z34				
320	CLIP MULTI-FUNCTION				
321	178315	PK	\$44.80	\$44.80	\$44.80
322	ERICO CATHBA				
323	ANGLED HANGAR BRACKET FOR				
324	CATEGORY 5 CABLE SUPPORT CLIP				
325	40/PK				
326	210815	BX	\$33.00	\$39.00	\$39.00
327	T&B 500SC				

328	BEAM CLAMP 1/4 - 20				
329	50/BOX				
330	P32W2R1-100-7	EA	\$9.32	\$9.70	\$9.70
331	PANDUIT P32W2R1-100-7				
332	TAPE DOUBLE-SIDED STICKY				
333	WHITE 1 INCH WIDE 7 YARDS LONG				
334	1/32 INCH THICK ROHS				
335	901384230	EA	\$100.82	\$202.00	\$202.00
336	3M TELCOM SJ-3540				
337	DUAL-LOCK RECLOSABLE FASTENER				
338	TAPE-250 STEMS/SQ IN				
339	1=ROLL OF 50 YARDS				
340	MUST BUY IN INCREMENTS OF 2				
341	167690	RL	\$15.60	\$17.50	\$17.50
342	PANDUIT HLS-15R0				
343	HOOK & LOOP TIE 180" 50LB CAN				
344	BE CUT TO DESIRED LENGTHS .75"				
345	W BLACK 15'/RL ROHS				
346	104676	PK	\$46.00	\$46.00	\$46.00
347	PANDUIT PLT2S-M				
348	CABLE TIE 7.4" 50LB				
349	1.88" BUNDLE DIAMETER				
350	NATURAL 1000/PK ROHS				
351	PRICE INCREASE FROM 44.38				
352	118870	PK	\$115.50	\$128.00	\$128.00
353	PANDUIT PLT3S-M				
354	CABLE TIE 11.5" 50LB				
355	3" BUNDLE DIAMETER				
356	NATURAL 1000/PK ROHS				
357	009616	RL	\$3.75	\$4.40	\$4.40
358	3M ELECT 33+SUPER-3/4X66				
359	TAPE VINYL PLASTIC 3/4" X 66'				
360	BLACK				
361	190625	EA	\$51.30	\$50.00	\$50.00
362	IDEAL INDU 31-340				
363	PULL LINE 200LB MIN TENSILE				
364	STRENGTH 6500' BUCKET				
365	061268	PK	\$6.15	\$6.15	\$6.15
366	CS-SYSTIMX 110C-5				
367	5 PR CONNECTING BLOCK CAT5				
368	USE W/110 BLOCKS 10/PK				
369	103801254				
370	073039	PK	\$5.65	\$5.65	\$5.65
371	CS-SYSTIMX 110C-4				
372	4 PR CONNECTING BLOCK CAT5				
373	USE W/110 BLOCKS 10/PK				
374	103801247				

375	154069	EA	\$12.10	\$12.10	\$12.10
376	CS-SYSTIMX 110AW2-100				
377	100 PR 110 BLOCK W/LEGS CAT 6				
378	BLOCK ONLY ADD C-CLIPS LABELS				
379	107059891				
380	154071	EA	\$28.40	\$28.40	\$28.40
381	CS-SYSTIMX 110AW2-300				
382	300 PR 110 BLOCK W/LEGS CAT 6				
383	BLOCK ONLY ADD C-CLIPS LABELS				
384	107059917				
385	N/S	EA	\$1.01	\$1.03	\$1.03
386	QUIKTRON 560-100-007				
387	7FT CAT5E GRAY				
388	N/S	EA	\$1.77	\$1.92	\$1.92
389	QUIKTRON 560-100-014				
390	14FT CAT5E GRAY				
391	N/S	EA	\$2.93	\$3.25	\$3.25
392	QUIKTRON 560-100-025				
393	25FT CAT5E GRAY				
394	N/S	EA	\$0.66	\$0.67	\$0.67
395	QUIKTRON 560-115-003				
396	3FT CAT5E YELLOW				
397	N/S	EA	\$0.83	\$0.91	\$0.91
398	QUIKTRON 560-145-005				
399	5FT CAT5E PURPLE				
400	N/S	EA	\$1.02	\$1.03	\$1.03
401	QUIKTRON 560-115-007				
402	7FT CAT5E YELLOW				
403	N/S	EA	\$1.77	\$1.92	\$1.92
404	QUIKTRON 560-115-014				
405	14FT CAT5E YELLOW				
406	N/S	EA	\$2.93	\$3.25	\$3.25
407	QUIKTRON 560-115-025				
408	25FT CAT5E YELLOW				
409	MM03-AV7E-05	EA	\$5.86	\$5.86	\$5.86
410	CS-SYSTIMX CPC3312-09F003				
411	CBL ASSY MOD 24-4PR STRANDED				
412	CAT6 T568A/B 3FT YELLOW				
413	CPC3312-09F003				
414	MM05-AV7E-10	EA	\$6.43	\$6.43	\$6.43
415	CS-SYSTIMX CPC3312-0BF005				
416	CBL ASSY MOD 24-4PR STRANDED				
417	CAT6 T568A/B 5FT LILAC				
418	CPC3312-0BF005				
419	MM07-AV7E-09	EA	\$6.94	\$6.94	\$6.94
420	CS-SYSTIMX CPC3312-03F007				
421	CBL ASSY MOD 24-4PR STRANDED				

422	CAT6 T568A/B 7FT DARK GRAY				
423	CPC3312-03F007				
424	066645	EA	\$0.95	\$0.97	\$0.97
425	LYNN ELEC L4C-M-M-7-SIL				
426	CORD LINE 7' 4/C FULLY MOD				
427	SILVER SATIN PRO # 2				
428	093919	EA	\$1.44	\$1.44	\$1.44
429	LYNN ELEC L4C-M-M-14-SIL				
430	CORD LINE 14' 4/C FULLY MOD				
431	SILVER SATIN				
432	093775	EA	\$2.02	\$2.02	\$2.02
433	LYNN ELEC L-D4BU-25-SS				
434	CORD LINE 25' 4/C FULLY MOD				
435	SILVER SATIN (LIGHT GREY)				
436	066864	EA	\$1.72	\$1.80	\$1.80
437	LYNN ELEC H4C-M-M-12-BK				
438	CORD HANDSET 12' 4/C FULLY MOD				
439	BLACK				
440	079868	EA	\$1.55	\$1.55	\$1.55
441	LYNN ELEC H4C-M-M-12-BE				
442	CORD HANDSET 12' 4/C FULLY MOD				
443	BEIGE 60 PRO #62				
444	J-1P24CBOJ	MF	\$29.70	\$29.70	\$29.70
445	SUPERIOR C 02-006-13				
446	24-1P CROSS CONNECT WIRE SOL				
447	BC (R/WH-WH/R) SRPVC BMD				
448	COLORS NO CUT LGTHS				
449	1000FT SPOOLS ONLY				
450	J-1P24CBQA	MF	\$28.50	\$28.50	\$28.50
451	SUPERIOR C 02-002-13				
452	24/1P (BLUE-YELL/Y-BL) SOL BC				
453	SR-PVC BMD COLORS				
454	NO CUT LENGTHS \$				
455	1000FT SPOOLS ONLY				
456	CS2227V	MF	\$366.00	\$395.00	\$395.00
457	CS-UNIPRIS 2227VWHRLRG6QD1				
458	RG6 18 SOL CCS FFEP/FRPVC CMP				
459	FOIL+60%BRD+FOIL+40%BRD 75OHM				
460	QUAD WT 4112704/10				
461	264634	EA	\$21.30	\$255.60	\$255.60
462	SPECIFIED ES129			case of 12	case of 12
463	ES SERIES ELASTOMERIC SEALANT				
464	29 OZ TUBE				
465	858 ML				
466	MUST BUY IN FULL CASE OF 12				
467	264615	EA	\$21.30	\$255.60	\$255.60
468	SPECIFIED LCI329			case of 12	case of 12

469	LCI SERIES INTUMESCENT SEALANT				
470	29 OZ TUBE				
471	858 ML				
472	MUST BUY IN FULL CASE OF 12				
473	280114	EA	\$54.75	\$56.20	\$56.20
474	SPECIFIED EZD22				
475	EZ-PATH FIRE-RATED "MINI"				
476	DEVICE KIT- SERIES 22				
477	1.54" X 1.54" X 10.5				
478	269611	EA	\$110.23	\$110.23	\$110.23
479	SPECIFIED EZDP33FWS				
480	EZPATH FIRE-RATED DEVICE KIT				
481	INCLUDES WALL PLATES & LABELS				
482	3" X 3" X 10.5"				
483	264627	BX	\$42.46	\$42.46	\$42.46
484	SPECIFIED SSAMW				
485	MINERAL WOOL BOARDS (2)				
486	2' X 4' X 1.5"				
487	2/BOX				
488	141126	EA	\$67.55	\$68.72	\$68.72
489	PLANTRONIC H41N				
490	MIRAGE HEADSET TOP				
491	NOISE CANCELING WITH QD				
492	BLACK 26851-02				
493	391301	EA	\$52.15	\$52.15	\$52.15
494	PLANTRONIC HW251				
495	SUPRAPLUS HEADSET WIDEBAND				
496	MONAURAL WITH VOICETUBE				
497	64336-31				
498	391302	EA	\$68.72	\$68.72	\$68.72
499	PLANTRONIC HW261				
500	SUPRAPLUS HEADSET WIDEBAND				
501	BINAURAL WITH VOICETUBE				
502	64337-31				
503	338831	EA	\$81.65	\$73.00	\$73.00
504	PLANTRONIC M22				
505	M22 AMPLIFIER WITH CLEARLINE				
506	AUDIO AND 10FT COIL CORD				
507	BLACK				
508	REPLACES 61642-43 AVAYA LABELED				
509	289344	EA	\$27.43	\$27.43	\$27.43
510	PLANTRONIC 49323-44				
511	AVAYA HIC-1 H-TOP ADAPTER CBL				
512	HIC-1, ADAPTER CABLE AVAYA				
513	LOGO HIC-1				
514	391301	EA	\$52.15	\$52.15	\$52.15
515	PLANTRONIC HW251				

516	SUPRAPLUS HEADSET WIDEBAND				
517	MONAURAL WITH VOICETUBE				
518	64336-31				
519	097731	EA	\$2.98	\$2.98	\$2.98
520	PLANTRONIC 17593-01				
521	VOICE TUBE REPLACEMENT				
522	FOR SUPRA/STARSET/MIRAGE				
523	097725	PR	\$1.33	\$1.33	\$1.33
524	PLANTRONIC 15729-05				
525	FOAM EAR CUSHION				
526	1-PR FITS SUPRA & ENCORE				
527	BLACK				
528	187347	EA	\$2.87	\$2.87	\$2.87
529	PLANTRONIC 40700-01				
530	EYEGLOSS CLIP KIT				
531	INCLUDES CLIP AND ADAPTER				
532	149049	EA	\$23.70	\$23.70	\$23.70
533	PLANTRONIC 27019-03				
534	SUPERVISOR Y ADAPTER W/QUICK				
535	DISCONNECT LOCK				
536	442594	EA	\$183.66	\$191.00	\$191.00
537	PLANTRONIC CS540				
538	CS540 WIRELESS HEADSET SYSTEM				
539	1.9GHZ, DECT 6.0				
540	84693-01				
541	REPLACES CS55				
542	275533	EA	\$23.70	\$23.70	\$23.70
543	PLANTRONIC 64399-01				
544	REPLACEMENT BATTERY				
545	FOR CS50/CS55 WIRELESS HEADSET				
546	SYSTEM				
547	361804	EA	\$0.00		\$0.00
548	PLANTRONIC 72195-03				
549	CS55 REPLACEMENT HEADSET				
550	72195-03				
551	DISCONTINUED NO REPLACEMENT				
552	444708	EA	\$3.44	\$3.44	\$3.44
553	PLANTRONIC 75010-01				
554	EXTERNAL RING DETECTOR,AWH 55+				
555	281101	EA	\$2.97	\$2.97	\$2.97
556	PLANTRONIC 64394-11				
557	CS50 EAR LOOPS, 3 SIZES,				
558	SMALL, MEDIUM, LARGE				
559	434737	EA	\$720.30	\$857.00	\$857.00
560	GAI-TRONIC 394AL-001				
561	EMERGENCY PHONE WITH DIAL PAD				
562	ALUMINUM HOUSING ADA				

563	RED ALERT				
564	434736	EA	\$620.65	\$688.00	\$688.00
565	GAI-TRONIC 393AL-001				
566	293AL INDUSTRIAL TELEPHONE				
567	EMERGENCY ALUMINIUM CASING ADA				
568	RED ALERT				
569	435531	EA	\$593.45	\$659.00	\$659.00
570	GAI-TRONIC 397-001				
571	WEATHERPROOF, FLUSH-MOUNT, ONE				
572	BUTTON, EMERGENCY TELEPHONE				
573	435623	EA	\$647.80	\$728.00	\$728.00
574	GAI-TRONIC 398-001				
575	WEATHERPROOF, FLUSH-MOUNT,				
576	KEYPAD TELEPHONE WITH				
577	EMERGENCY PUSHBUTTON				
578	246955	EA	\$176.86	\$213.00	\$213.00
579	GAI-TRONIC 236-001YL				
580	MODEL 236YL STANCHION YELLOW				
581	FOR FLUSHMOUNT EMERGENCY PHONE				
582	WALL MOUNTED ALUM				
583	400217	EA	\$335.00	\$335.00	\$335.00
584	AVAYA-TEL 700405673				
585	IP PHONE 9630G GRY 9630GD01A				
586					
587					
588	PRICE DECREASE FROM 538.10				
589	400218	EA	\$133.90	\$133.90	\$133.90
590	AVAYA-SMBS 700462518				
591	9600 SBM24 BUTTON MOD GRY				
592	\$133.90				
593	149047	EA	\$0.00	\$0.00	\$0.00
594	TW ENTERPR CM-01				
595	CRADLEMATE HANDSET				
596	LIFT FOR TELEPHONE				
597	338012	EA	\$1.72	\$1.72	\$1.72
598	LYNN ELEC H4C-M-M-12-CG				
599	HANDSET CORD 12' 4/C				
600	FULLY MODULAR CHARCOAL GRAY				
601	327212	EA	\$3.23	\$3.23	\$3.23
602	LYNN ELEC L-H4DU-25-DG				
603	25' DARK GRAY HANDSET				
604	CORD FOR AT&T SETS				

XXXXXXX

Spend Report

Date: 6/6/2017

Contract # 071B1300377

MAIN vendor # 2362361285

Initial value: \$ 916,886.76

Current value: \$ 204,032.98

PO spend: \$ 712,853.78

P-Card spend: \$ 767,091.15

Total spend: \$ 1,479,944.93

Overage amount: \$ 563,058.17

Contract Start: 9/16/2011

Contract years in service: 5.7

Average Annual Spend: \$ 258,631.15

Contract end: 9/15/2019

Years left of current contract: 2.3

Additional Needed until end of contract plus overage: \$ 947,411.06

Rounded up: \$ 950,000.00



**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 **071B1300377**

CONTRACTOR	ANIXTER INC
	4509 Broadmoor Ave, SE Suite A
	Grand Rapids, MI 49512
	Beth Kachel
	616-698-7800
	Beth.kachel@anixter.com
	*****1285

STATE	Scott Hall	DTMB
	517-335-4070	
	thornes@michigan.gov	
	Mike Breen	DTMB
	(517) 284-7002	
	breenm@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: JUST IN TIME (JIT) TELEPHONE EQUIPMENT, CABLE & 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, 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				
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, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 916,886.76		\$ 0.00	\$ 916,886.76	
DESCRIPTION: Agency exercising one year available option to 9-15-17. Updated cost tables will be posted and all other terms and conditions remain the same.				

Anixter Catalog Number, Manufacturer Part Number and Description	Unit	2011 contracted price	2015-16 price	Proposed 2016-17 price
N/S OFS LST1U-072/7 1000G2 ,ODULAR COMBO SHELF 4U FIXED FOR 12 DM2 MODULES 106191695	EA	\$147.00	\$318.00	\$147.00
N/S OFS LSC2U-024/5 24/48 PORT RACK MT SHELF COMBO 19" 3U HOLDS 4 PANELS/1TRAY 106455355	EA	\$147.95	\$147.95	\$147.95
N/S OFS 1000ST-6EWSTM 6PORT PANEL ST SM LOADED USE W/LGX ENCLOSURES	EA	\$28.05	\$28.05	\$28.05
401195 CS-SYSTEMX 360DM-24LC-LS INSTAPATCH 360 MODULE 24 LC LAZRSPEED PORTS 760109884	EA	\$484.57	\$484.57	\$484.57
349752 CS-SYSTEMX RFEHDM0965KLC02 96-F HD MODULE INSTAPATCH LOADED W/48 LC DUP TO 8 MPO 760057646 LZRSPO	EA	\$1,699.90	\$1,699.90	\$1,708.00
550745 CS-SYSTEMX 360G2-1U-MOD-FX FIXED MOD FIBER CASSETTE SHELF 1U ACCEPTS 4 MOD CASSETTES 760193763 REPLACES 760103150	EA	\$146.36	\$146.36	\$146.36
N/S SYSTEMAX FGZMPMPALMBF125 125FT 96F OM3 MPO-MPO PLENUM W/GLAND	EA	\$2,070.85	\$2,070.85	\$3,576.40
550761 CS-SYSTEMX 360MP-4U-PANEL 360G2 4U PANEL ACCEPTS 16 MODULES 760193862 REPLACES 760120287	EA	\$230.00	\$232.00	\$232.00
N/S SYSTEMAX FGZMPMPAFMBF125 125FT 24F OM3 MPO-MPO	EA	\$921.30	\$921.30	\$920.00

PLENUM W/GLAND				
N/S QUIKTRON 852-L42-003 1M DUP PVC OM3 SC-LC	EA	\$5.06	\$7.35	\$5.06
N/S QUIKTRON 852-L42-006 2M DUP PVC OM3 SC-LC	EA	\$5.77	\$7.85	\$5.77
N/S QUIKTRON 852-L42-009 3M DUP PVC OM3 SC-LC	EA	\$6.50	\$8.40	\$6.50
N/S QUIKTRON 852-L42-017 5M DIP PVC OM3 SC-LC	EA	\$7.90	\$10.00	\$7.90
N/S QUIKTRON 852-L42-033 10M DUP PVC OM3 SC-LC	EA	\$11.47	\$13.25	\$11.47
N/S QUIKTRON 852-LL2-003 1M DUP PVC OM3 LC-LC	EA	\$5.80	\$7.90	\$5.80
N/S QUIKTRON 852-LL2-006 2M DUP PVC OM3 LC-LC	EA	\$6.50	\$8.45	\$6.50
N/S QUIKTRON 852-LL2-009 3M DUP PVC OM3 LC-LC	EA	\$8.21	\$9.15	\$7.21
N/S QUIKTRON 852-LL2-033 10M DUP PVC OM3 LC-LC	EA	\$12.20	\$14.25	\$12.20
N/S QUIKTRON 852-LL2-017 5M DUP PVC OM3 LC-LC	EA	\$8.64	\$10.80	\$8.64
N/S QUIKTRON 810-227-003 1M DUP PVC SM ST-ST	EA	\$4.85	\$6.65	\$4.85
N/S QUIKTRON 810-227-006 2M DUP PVC SM ST-ST	EA	\$5.20	\$7.05	\$5.20
N/S QUIKTRON 810-227-009 3M DUP PVC SM ST-ST	EA	\$5.55	\$7.15	\$5.55
N/S QUIKTRON 810-227-017 5M DUP PVC SM ST-ST	EA	\$6.25	\$7.55	\$6.25
N/S QUIKTRON 810-227-033 10M DUP PVC SM ST-ST	EA	\$8.00	\$9.60	\$8.00
N/S	EA	\$4.85	\$7.50	\$4.85

QUIKTRON 810-247-003 1M DUP PVC SM ST-SC				
N/S QUIKTRON 810-247-006 2M DUP PVC SM ST-SC	EA	\$5.20	\$7.80	\$5.20
N/S QUIKTRON 810-247-009 3M DUP PVC SM ST-SC	EA	\$5.55	\$8.15	\$5.55
N/S QUIKTRON 810-247-017 5M DUP PVC SM ST-SC	EA	\$6.25	\$8.50	\$6.25
N/S QUIKTRON 810-247-033 10M DUP PVC SM ST-SC	EA	\$8.00	\$11.30	\$8.00
N/S OMNITRON 4330-0 100FX/TX TRANSCEIVER SC TO 100 BASET W/O TRANSFORMER	EA	\$194.30	\$201.15	\$201.15
N/S OMNITRON 4330-1 FLEXPOINT 100FX/TX FAST ETHERN FIBER COPPER MEDIA CONVERTOR	EA	\$201.15	\$201.15	\$201.15
N/S OMNITRON 4395 FLEXPOINT 14 PORT CHASSI W.2 UNIV AC POWER SUPPLIES	EA	\$507.95	\$507.95	\$507.95
N/S OMNITRON 4392 FLEXPOINT 5 MODULE RACK MT SHELF	EA	\$63.20	\$63.20	\$63.20
N/S OMNITRON 4341-1 FLEXPOINT 10/1000 SM TRANSCEIV W/O TRANSFORMER	EA	\$436.40	\$329.00	\$329.00
N/S OMNITRON 4341-1 FLEXPOINT 10/100 SM TRANSEIVER SM.SC.1300NM/28KM	EA	\$443.20	\$334.00	\$334.00
185744 3M TELCOM 6100-B MM, BLACK, ST, 125 UM JACKETED, 250/900 UM	EA	\$4.82	\$4.90	\$4.90
173543 3M TELCOM 8100-YS ST CONNECTOR SM CER ADHESIVE 3.0MM/900UM JKT	EA	\$7.03	\$7.35	\$7.35

HOT MELT YELLOW BOOT 443245 3M TELCOM 6192B-254X-2D4H LAPPING FILM, 254X TYPE R3, 2 MIRCON W/ HOLE, 50 PER PACK Availability: 15-20DAYS NON RETURNABLE, BUY IN 1000	EA	\$0.19	\$0.38	\$0.38
373-OCCOS2-TBRD-24 OPTICAL CA DX024DSLX9KR 24F SM ULTRA FOX INDOOR/ OUTDOOR RISER RATED BLACK JACKET/DISTRIBUTION PRICE REDUCTION FROM .92	FT	\$0.92	\$0.89	\$0.89
N/S OCC BX012KFLX9YP 12STR 9/125 SM YELLOW PLENUM	FT	\$2.10	\$1.60	\$1.60
370-OCC625-TB24 OPTICAL CA BX024KWLS9OP 24F 62.5/125 TB PLENM BREAKOUT 3.5/1.5 DB/KM 220/500 MHZ-KM 2.0MM SUBCABLES	FT	\$4.00	\$3.80	\$3.80
370-OCC625-TB12 OPTICAL CA BX012KWLS9OP 12F 62.5/125 TB PLENM BREAKOUT 3.5/1.5 DB/KM 220/500 MHZ-KM 2.0MM SUBCABLES	FT	\$1.83	\$1.80	\$1.80
228644 LEVITON 86014 BLANK PLATE, NO HOLES SINGLE GANG UREA IVORY	EA	\$0.63	\$0.68	\$0.68
097626 LEVITON 86003 DUPLEX FLUSH MOUNT UNLOADED SINGLE GANG 106 TYPE IVORY, UREA	EA	\$0.42	\$0.50	\$0.50
N/S GEIST SPXN084-10 RACK MOUNT STRIP Availability: 8-9 DAYS	EA	\$92.32	\$97.00	\$97.00
229364 APW ENCLOS MNFT1978DU RACK ALUM LTWT UPRIGHT 84HX19W 45 RMU MILL APW - OPTIMA Availability: 6 WEEKS	EA	\$126.78	\$147.00	\$197.00
106756	EA	\$9.12	\$9.12	\$9.12

PANDUIT LD5E16-A RACEWAY NONMETALLIC SINGLE 6'L X 1.01"WX.60"H PAN-WAY LD5 ADHES ELECIVORY ROHS					
106768 PANDUIT LD10E16-A RACEWAY NONMETALLIC SINGLE 6'LX1.51"WX.94"H PAN-WAY LD10 ADHES ELECIVORY ROHS	EA	\$12.48	\$12.48	\$12.48	
604943 CS-SYSTMX PM-PS-48 48-PORT PANEL 110-MOD 8W8P T568A/B PATCHMAX POWERSUM 760205278 BLACK 3U REPLACES 108320045	EA	\$287.50	\$287.50	\$287.50	
335318 CS-SYSTMX PMGS324WTERMINA 24-PORT PANEL 110-MOD LOADED CAT6 T568A/B 8W8P PM-GS3 760062356 BLACK	EA	\$238.00	\$238.00	\$238.00	
604942 CS-SYSTMX PM-PS-24 24-PORT PANEL 110-MOD 8W8P T568A/B PATCHMAX POWERSUM 760205260 BLACK 2U REPLACES 760205260	EA	\$143.65	\$146.65	\$143.65	
335542 CS-SYSTMX PMGS348WTERMINA 48-PORT PANEL 110-MOD LOADED CAT6 T568A/B 8W8P PM-GS3 760062364 BLACK	EA	\$476.60	\$476.60	\$476.60	
221199 CS-SYSTMX MPS100E-262 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT5E POWERSUM 108232745 WHITE	EA	\$5.18	\$5.18	\$5.18	
221198 CS-SYSTMX MPS100E-246 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT5E IP1 POWERSUM 108232737 IVORY	EA	\$5.18	\$5.18	\$5.18	
221194 CS-SYSTMX MPS100E-112 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT5E IP1 POWERSUM 108232703 ORANGE	EA	\$5.18	\$5.18	\$5.18	
246741	EA	\$6.18	\$6.18	\$6.18	

CS-SYSTEMX MGS400-361 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT6 IP5 GIGASPEED 700206675 VIOLET				
169238 CS-COMMSCO M12AP-262 2-PORT FLUSH MT UNLOADED SGL GANG M-SERIES 107276180 WHITE	EA	\$1.35	\$1.35	\$1.35
197613 CS-COMMSCO M14L-262 4-PORT FLUSH MT UNLOADED SGL GANG M-SERIES 108168543 WHITE	EA	\$1.25	\$1.25	\$1.25
169237 CS-COMMSCO M12AP-246 2-PORT FLUSH MT UNLOADED SGL GANG M-SERIES 107276172 IVORY	EA	\$1.35	\$1.35	\$1.35
197612 CS-COMMSCO M14L-246 4-PORT FLUSH MT UNLOADED SGL GANG M-SERIES 108168550 IVORY	EA	\$1.25	\$1.25	\$1.25
189969 CS-COMMSCO M102SMB-B-246 2-PORT SURFACE MT UNLOADED ICONABLE M-SERIES 107984049 IVORY	EA	\$2.32	\$2.32	\$2.32
189971 CS-COMMSCO M102SMB-B-270 2-PORT SURFACE MT UNLOADED ICONABLE M-SERIES 107984064 GRAY	EA	\$2.32	\$2.32	\$2.32
145936 CS-SYSTEMX M20AP-246 MODULAR DUST COVER M-SERIES 100/PK 107067860 IVORY	PK	\$12.85	\$12.85	\$12.85
146674 CS-SYSTEMX M20AP-262 MODULAR DUST COVER, WHITE M-SERIES 100/PK 107067928	PK	\$12.85	\$12.85	\$12.85
050396 CS-SYSTEMX 267C ADAPTER MODULAR 6P4C PLUG TO	EA	\$0.00		\$0.00

TWO 6 POS 2/C MOD JACKS T TYPE 103715652 WHITE DISCONTINUED PART:use Suttle 267B	ea			\$2.30
058739 CS-SYSTIMX 451A ADAPTER MODULAR IN-LINE FOR 4 OR 8 CONDUCTOR MOD LINE CORDS 103786240 IVORY DISCONTINUED PART:use Suttle 159MC-8A	EA	\$0.00		\$0.00
CMP-00424MAX-6U-F CS-SYSTIMX 2061FWH424W1000 24-4P UTP-CMP SOL BC CAT5E IP1 FEP/PVC WHITE JKT 1000FT BOX 760041921	MF	\$260.45	\$260.45	\$260.45
CMP-00424MAX-6U-06F CS-SYSTIMX 2061FBL424W1000 24-4P UTP-CMP SOL BC CAT5E IP1 FEP/PVC BLUE JKT 1000FT BOX 760041913	MF	\$260.45	\$260.45	\$260.45
CMP-00424AVA-7U-10 CS-SYSTIMX 2071ELL423W1000 23-4P UTP-CMP SOL BC CAT6 IP5 FEP/PVC LILAC JKT 1000FT BOX 700210214	MF	\$416.85	\$416.85	\$416.85
125281 PANDUIT MWBA1 SINGLE GANG WALL BOARD ADAPTER ROHS	EA	\$3.20	\$3.20	\$3.20
185982 PANDUIT MWBA-2G DOUBLE GANG WALL BOARD ADAPTER	EA	\$4.40	\$4.40	\$4.40
370138-EA ERICO CAT32HP 2 INCH J-HOOK HIGH PERFORMANCE PART CHANGE REPLACES CAT32 2.40	EA	\$2.40	\$2.40	\$2.40
133581 ERICO 4Z34 CLIP MULTI-FUNCTION	EA	\$0.31	\$0.33	\$0.33
178315 ERICO CATHBA ANGLED HANGAR BRACKET FOR CATEGORY 5 CABLE SUPPORT CLIP 40/PK	PK	\$44.80	\$44.80	\$44.80
210815 T&B 500SC	BX	\$33.00	\$39.00	\$39.00

BEAM CLAMP 1/4 - 20 50/BOX				
P32W2R1-100-7 PANDUIT P32W2R1-100-7 TAPE DOUBLE-SIDED STICKY WHITE 1 INCH WIDE 7 YARDS LONG 1/32 INCH THICK ROHS	EA	\$9.32	\$9.70	\$9.70
901384230 3M TELCOM SJ-3540 DUAL-LOCK RECLOSABLE FASTENER TAPE-250 STEMS/SQ IN 1=ROLL OF 50 YARDS MUST BUY IN INCREMENTS OF 2	EA	\$100.82	\$202.00	\$202.00
167690 PANDUIT HLS-15R0 HOOK & LOOP TIE 180" 50LB CAN BE CUT TO DESIRED LENGTHS .75" W BLACK 15'/RL ROHS	RL	\$15.60	\$17.50	\$17.50
104676 PANDUIT PLT2S-M CABLE TIE 7.4" 50LB 1.88" BUNDLE DIAMETER NATURAL 1000/PK ROHS PRICE INCREASE FROM 44.38	PK	\$46.00	\$46.00	\$46.00
118870 PANDUIT PLT3S-M CABLE TIE 11.5" 50LB 3" BUNDLE DIAMETER NATURAL 1000/PK ROHS	PK	\$115.50	\$128.00	\$128.00
009616 3M ELECT 33+SUPER-3/4X66 TAPE VINYL PLASTIC 3/4" X 66' BLACK	RL	\$3.75	\$4.40	\$4.40
190625 IDEAL INDU 31-340 PULL LINE 200LB MIN TENSILE STRENGTH 6500' BUCKET	EA	\$51.30	\$50.00	\$50.00
061268 CS-SYSTMX 110C-5 5 PR CONNECTING BLOCK CAT5 USE W/110 BLOCKS 10/PK 103801254	PK	\$6.15	\$6.15	\$6.15
073039 CS-SYSTMX 110C-4 4 PR CONNECTING BLOCK CAT5 USE W/110 BLOCKS 10/PK 103801247	PK	\$5.65	\$5.65	\$5.65

154069 CS-SYSTIMX 110AW2-100 100 PR 110 BLOCK W/LEGS CAT 6 BLOCK ONLY ADD C-CLIPS LABELS 107059891	EA	\$12.10	\$12.10	\$12.10
154071 CS-SYSTIMX 110AW2-300 300 PR 110 BLOCK W/LEGS CAT 6 BLOCK ONLY ADD C-CLIPS LABELS 107059917	EA	\$28.40	\$28.40	\$28.40
N/S QUIKTRON 560-100-007 7FT CAT5E GRAY	EA	\$1.01	\$1.03	\$1.03
N/S QUIKTRON 560-100-014 14FT CAT5E GRAY	EA	\$1.77	\$1.92	\$1.92
N/S QUIKTRON 560-100-025 25FT CAT5E GRAY	EA	\$2.93	\$3.25	\$3.25
N/S QUIKTRON 560-115-003 3FT CAT5E YELLOW	EA	\$0.66	\$0.67	\$0.67
N/S QUIKTRON 560-145-005 5FT CAT5E PURPLE	EA	\$0.83	\$0.91	\$0.91
N/S QUIKTRON 560-115-007 7FT CAT5E YELLOW	EA	\$1.02	\$1.03	\$1.03
N/S QUIKTRON 560-115-014 14FT CAT5E YELLOW	EA	\$1.77	\$1.92	\$1.92
N/S QUIKTRON 560-115-025 25FT CAT5E YELLOW	EA	\$2.93	\$3.25	\$3.25
MM03-AV7E-05 CS-SYSTIMX CPC3312-09F003 CBL ASSY MOD 24-4PR STRANDED CAT6 T568A/B 3FT YELLOW CPC3312-09F003	EA	\$5.86	\$5.86	\$5.86
MM05-AV7E-10 CS-SYSTIMX CPC3312-0BF005 CBL ASSY MOD 24-4PR STRANDED CAT6 T568A/B 5FT LILAC CPC3312-0BF005	EA	\$6.43	\$6.43	\$6.43
MM07-AV7E-09 CS-SYSTIMX CPC3312-03F007 CBL ASSY MOD 24-4PR STRANDED	EA	\$6.94	\$6.94	\$6.94

CAT6 T568A/B 7FT DARK GRAY CPC3312-03F007				
066645 LYNN ELEC L4C-M-M-7-SIL CORD LINE 7' 4/C FULLY MOD SILVER SATIN PRO # 2	EA	\$0.95	\$0.97	\$0.97
093919 LYNN ELEC L4C-M-M-14-SIL CORD LINE 14' 4/C FULLY MOD SILVER SATIN	EA	\$1.44	\$1.44	\$1.44
093775 LYNN ELEC L-D4BU-25-SS CORD LINE 25' 4/C FULLY MOD SILVER SATIN (LIGHT GREY)	EA	\$2.02	\$2.02	\$2.02
066864 LYNN ELEC H4C-M-M-12-BK CORD HANDSET 12' 4/C FULLY MOD BLACK	EA	\$1.72	\$1.80	\$1.80
079868 LYNN ELEC H4C-M-M-12-BE CORD HANDSET 12' 4/C FULLY MOD BEIGE 60 PRO #62	EA	\$1.55	\$1.55	\$1.55
J-1P24CBOJ SUPERIOR C 02-006-13 24-1P CROSS CONNECT WIRE SOL BC (R/WH-WH/R) SRPVC BMD COLORS NO CUT LGTHS 1000FT SPOOLS ONLY	MF	\$29.70	\$29.70	\$29.70
J-1P24CBQA SUPERIOR C 02-002-13 24/1P (BLUE-YELL/Y-BL) SOL BC SR-PVC BMD COLORS NO CUT LENGTHS \$ 1000FT SPOOLS ONLY	MF	\$28.50	\$28.50	\$28.50
CS2227V CS-UNIPRIS 2227VWHRLRG6QD1 RG6 18 SOL CCS FFEP/FRPVC CMP FOIL+60%BRD+FOIL+40%BRD 75OHM QUAD WT 4112704/10	MF	\$366.00	\$395.00	\$395.00
264634 SPECIFIED ES129 ES SERIES ELASTOMERIC SEALANT 29 OZ TUBE 858 ML MUST BUY IN FULL CASE OF 12	EA	\$21.30	\$255.60 case of 12	\$255.60 case of 12
264615 SPECIFIED LCI329	EA	\$21.30	\$255.60 case of 12	\$255.60 case of 12

LCI SERIES INTUMESCENT SEALANT 29 OZ TUBE 858 ML MUST BUY IN FULL CASE OF 12					
280114 SPECIFIED EZD22 EZ-PATH FIRE-RATED "MINI" DEVICE KIT- SERIES 22 1.54" X 1.54" X 10.5	EA	\$54.75	\$56.20	\$56.20	
269611 SPECIFIED EZDP33FWS EZPATH FIRE-RATED DEVICE KIT INCLUDES WALL PLATES & LABELS 3" X 3" X 10.5"	EA	\$110.23	\$110.23	\$110.23	
264627 SPECIFIED SSAMW MINERAL WOOL BOARDS (2) 2' X 4' X 1.5" 2/BOX	BX	\$42.46	\$42.46	\$42.46	
141126 PLANTRONIC H41N MIRAGE HEADSET TOP NOISE CANCELING WITH QD BLACK 26851-02	EA	\$67.55	\$68.72	\$68.72	
391301 PLANTRONIC HW251 SUPRAPLUS HEADSET WIDEBAND MONAURAL WITH VOICETUBE 64336-31	EA	\$52.15	\$52.15	\$52.15	
391302 PLANTRONIC HW261 SUPRAPLUS HEADSET WIDEBAND BINAURAL WITH VOICETUBE 64337-31	EA	\$68.72	\$68.72	\$68.72	
338831 PLANTRONIC M22 M22 AMPLIFIER WITH CLEARLINE AUDIO AND 10FT COIL CORD BLACK REPLACES 61642-43 AVAYA LABELED	EA	\$81.65	\$73.00	\$73.00	
289344 PLANTRONIC 49323-44 AVAYA HIC-1 H-TOP ADAPTER CBL HIC-1, ADAPTER CABLE AVAYA LOGO HIC-1	EA	\$27.43	\$27.43	\$27.43	
391301 PLANTRONIC HW251	EA	\$52.15	\$52.15	\$52.15	

SUPRAPLUS HEADSET WIDEBAND MONAURAL WITH VOICETUBE 64336-31				
097731 PLANTRONIC 17593-01 VOICE TUBE REPLACEMENT FOR SUPRA/STARSET/MIRAGE	EA	\$2.98	\$2.98	\$2.98
097725 PLANTRONIC 15729-05 FOAM EAR CUSHION 1-PR FITS SUPRA & ENCORE BLACK	PR	\$1.33	\$1.33	\$1.33
187347 PLANTRONIC 40700-01 EYEGLOSS CLIP KIT INCLUDES CLIP AND ADAPTER	EA	\$2.87	\$2.87	\$2.87
149049 PLANTRONIC 27019-03 SUPERVISOR Y ADAPTER W/QUICK DISCONNECT LOCK	EA	\$23.70	\$23.70	\$23.70
442594 PLANTRONIC CS540 CS540 WIRELESS HEADSET SYSTEM 1.9GHZ, DECT 6.0 84693-01 REPLACES CS55	EA	\$183.66	\$191.00	\$191.00
275533 PLANTRONIC 64399-01 REPLACEMENT BATTERY FOR CS50/CS55 WIRELESS HEADSET SYSTEM	EA	\$23.70	\$23.70	\$23.70
361804 PLANTRONIC 72195-03 CS55 REPLACEMENT HEADSET 72195-03 DISCONTINUED NO REPLACEMENT	EA	\$0.00		\$0.00
444708 PLANTRONIC 75010-01 EXTERNAL RING DETECTOR,AWH 55+	EA	\$3.44	\$3.44	\$3.44
281101 PLANTRONIC 64394-11 CS50 EAR LOOPS, 3 SIZES, SMALL, MEDIUM, LARGE	EA	\$2.97	\$2.97	\$2.97
434737 GAI-TRONIC 394AL-001 EMERGENCY PHONE WITH DIAL PAD ALUMINUM HOUSING ADA	EA	\$720.30	\$857.00	\$857.00

RED ALERT				
434736 GAI-TRONIC 393AL-001 293AL INDUSTRIAL TELEPHONE EMERGENCY ALUMINIUM CASING ADA RED ALERT	EA	\$620.65	\$688.00	\$688.00
435531 GAI-TRONIC 397-001 WEATHERPROOF, FLUSH-MOUNT, ONE BUTTON, EMERGENCY TELEPHONE	EA	\$593.45	\$659.00	\$659.00
435623 GAI-TRONIC 398-001 WEATHERPROOF, FLUSH-MOUNT, KEYPAD TELEPHONE WITH EMERGENCY PUSHBUTTON	EA	\$647.80	\$728.00	\$728.00
246955 GAI-TRONIC 236-001YL MODEL 236YL STANCHION YELLOW FOR FLUSHMOUNT EMERGENCY PHONE WALL MOUNTED ALUM	EA	\$176.86	\$213.00	\$213.00
400217 AVAYA-TEL 700405673 IP PHONE 9630G GRY 9630GD01A	EA	\$335.00	\$335.00	\$335.00
PRICE DECREASE FROM 538.10				
400218 AVAYA-SMBS 700462518 9600 SBM24 BUTTON MOD GRY \$133.90	EA	\$133.90	\$133.90	\$133.90
149047 TW ENTERPR CM-01 CRADLEMATE HANDSET LIFT FOR TELEPHONE	EA	\$0.00	\$0.00	\$0.00
338012 LYNN ELEC H4C-M-M-12-CG HANDSET CORD 12' 4/C FULLY MODULAR CHARCOAL GRAY	EA	\$1.72	\$1.72	\$1.72
327212 LYNN ELEC L-H4DU-25-DG 25' DARK GRAY HANDSET CORD FOR AT&T SETS	EA	\$3.23	\$3.23	\$3.23

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. 3
 to
CONTRACT NO. 071B1300377
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:		PRIMARY CONTACT		EMAIL
Anixter Inc. 4509 Broadmoor Ave SE Ste A Grand Rapids, MI 49512		Beth Kachel		Beth.kachel@anixter.com
		TELEPHONE		CONTRACTOR #, MAIL CODE
		616-698-7800 or 800-638-1189		
STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB - Telecom	Scott Hall	(517) 335-4070	thornes@michigan.gov
BUYER	DTMB	Mike Breen	(517) 284-7002	breenm@michigan.gov
CONTRACT SUMMARY:				
DESCRIPTION: 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	
9/16/2011	9/15/2014	Five, One-Year	9/15/2015	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
Net 45	Destination	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:				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
X	1 year	<input type="checkbox"/>		09/15/2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$916,886.16		\$0.00	\$916,886.16	
DESCRIPTION: Effective September 16, 2015 this contract is amended to September 15, 2016 to exercise a 1 year option per the request of Telecommunication Services with the approval of DTMB-Procurement. A pricing table is being added to the contract for agency and MiDeal use. This contract supplies Telecom with telephone parts and cable. All other terms and conditions remain the same.				

Change Notice Number: 3

Contract Number: 071B1300377



QUOTATION

Date: 9/8/2015
Quote #: 77920
Customer #: 023364

See attached Anixter Terms and Conditions
of Sale

DARRIN FOGG
MICHIGAN DEPT OF TECH MNGT &BU

LEWIS CASS 2ND FL,320 S WALNUT

LANSING, MI 48909

Anixter Inc.
Corporate
Headquarters
2301 Patriot Blvd.
Glenview, IL 60026
071B1300377 PART

Phone: 517-373-0099
Fax:

1

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
01	1	N/S OFS LST1U-072/7 1000G2 ,ODULAR COMBO SHELF 4U FIXED FOR 12 DM2 MODULES 106191695 PRICE INCREASE FROM \$147.00	EA	318.00	\$318.00
02	1	N/S OFS LSC2U-024/5 24/48 PORT RACK MT SHELF COMBO 19" 3U HOLDS 4 PANELS/1TRAY 106455355 147.95	EA	147.95	\$147.95
03	1	N/S OFS 1000ST-6EWSTM 6PORT PANEL ST SM LOADED USE W/LGX ENCLOSURES 28.05	EA	28.05	\$28.05
04	1	401195 CS-SYSTIMX 360DM-24LC-LS INSTAPATCH 360 MODULE 24 LC LAZRSPEED PORTS 760109884 484.57	EA	484.57	\$484.57
05	1	349752 CS-SYSTIMX RFEHDM0965KLC02 96-F HD MODULE INSTAPATCH LOADED W/48 LC DUP TO 8 MPO	EA	1699.90	\$1,699.90

	760057646 LZRSPD			
	1699.90			

Page Total: \$2,678.47

TERMS NET30, subject to credit approval
Quote Total: \$13,805.42

F.O.B. SHIP.PT., PREPAID
SHIPMENT: IN LIGHT OF THE VOLATILITY OF MATERIAL COSTS, COPPER CABLE

NOTES: PRICES ARE VALID FOR 14 CALENDAR DAYS FROM THE ORIGINAL DATE. PRICING ON ALL OTHER ITEMS ARE VALID FOR 30 DAYS. ANY

****Call to learn about special financing and lease-to-own options on orders over \$10,000.**

Please refer all inquiries to: **BETH KACHEL**
 ANIXTER PC GROUP
 4509 BROADMOOR SE SUITE A
 Phone: 616-698-7800
 Fax: 616-698-9510

GRAND RAPIDS, MI 49512

COMMENTS: EXCEPTIONS ARE NOTED AT THE INDIVIDUAL ITEM LEVEL MATERIAL. IN ANIXTER'S INVENTORY IS SUBJECT TO PRIOR SALE.





QUOTATION

Date: 9/8/2015
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Headquarters
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Glenview, IL 60026
071B1300377 PART

Phone: 517-373-0099
Fax:

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Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
06	1	550745 CS-SYSTMX 360G2-1U-MOD-FX FIXED MOD FIBER CASSETTE SHELF 1U ACCEPTS 4 MOD CASSETTES 760193763 REPLACES 760103150 146.36	EA	146.36	\$146.36
07	1	N/S SYSTMIX FGZMPMPALMBF125 125FT 96F OM3 MPO-MPO PLENUM W/GLAND PRICE CHANGE FROM 2070.85	EA	3684.90	\$3,684.90
08	1	550761 CS-SYSTMX 360MP-4U-PANEL 360G2 4U PANEL ACCEPTS 16 MODULES 760193862 REPLACES 760120287 PRICE INCREASE FROM \$230.00	EA	232.00	\$232.00
09	1	N/S SYSTMIX FGZMPMPAFMBF125 125FT 24F OM3 MPO-MPO PLENUM W/GLAND 921.30	EA	921.30	\$921.30

Page Total: \$4,984.56

TERMS NET30, subject to credit approval

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SHIPMENT: CABLE
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DAYS. ANY

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Please refer all inquiries	ANIXTER PC	Phone: 616-698-
to:	GROUP	7800
BETH KACHEL	4509 BROADMOOR SE SUITE A	Fax: 616-698-9510

GRAND RAPIDS, MI 49512

COMMENTS: EXCEPTIONS ARE NOTED AT THE INDIVIDUAL
ITEM LEVEL
MATERIAL. IN ANIXTER'S INVENTORY IS SUBJECT TO PRIOR
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QUOTATION

Date: 9/8/2015
Quote #: 77920
Customer #: 023364

See attached Anixter Terms and Conditions of Sale

DARRIN FOGG
MICHIGAN DEPT OF TECH MNGT &BU
LEWIS CASS 2ND FL,320 S WALNUT
LANSING, MI 48909

Anixter Inc.
Corporate
Headquarters
2301 Patriot Blvd.
Glenview, IL 60026

Phone: 517-373-0099
Fax:

071B1300377 PART 1

Table with 6 columns: Item, Quantity, Anixter Catalog Number and Description, Unit, Unit Price, Extended Price. Contains 5 rows of item data including descriptions like 'QUIKTRON 852-L42-003' and price increase notes.

Page Total: \$46.85

TERMS NET30, subject to credit approval
Quote Total: \$13,805.42

F.O.B. SHIP.PT., PREPAID
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BETH KACHEL 4509 BROADMOOR SE SUITE A Fax: 616-698-9510

GRAND RAPIDS, MI 49512

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QUOTATION

Date: 9/8/2015
 Quote #: 77920
 Customer #: 023364

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DARRIN FOGG
 MICHIGAN DEPT OF TECH MNGT &BU
 LEWIS CASS 2ND FL,320 S WALNUT
 LANSING, MI 48909

Anixter Inc.
 Corporate
 Headquarters
 2301 Patriot Blvd.
 Glenview, IL 60026
 071B1300377 PART

Phone: 517-373-0099
 Fax:

1

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
15	1	N/S QUIKTRON 852-LL2-003 1M DUP PVC OM3 LC-LC PRICE INCREASE FROM 5.80	EA	7.90	\$7.90
16	1	N/S QUIKTRON 852-LL2-006 2M DUP PVC OM3 LC-LC PRICE INCREASE FROM 6.50	EA	8.45	\$8.45
17	1	N/S QUIKTRON 852-LL2-009 3M DUP PVC OM3 LC-LC PRICE INCREASE FROM 8.21	EA	9.15	\$9.15
18	1	N/S QUIKTRON 852-LL2-033 10M DUP PVC OM3 LC-LC PRICE INCREASE FROM 12.20	EA	14.25	\$14.25
19	1	N/S QUIKTRON 852-LL2-017 5M DUP PVC OM3 LC-LC PRICE INCREASE FROM \$8.64	EA	10.80	\$10.80

Page Total: \$50.55
 Quote Total: \$13,805.42

TERMS NET30, subject to credit

approval

F.O.B.

SHIP.PT., PREPAID

SHIPMENT:

IN LIGHT OF THE VOLATILITY OF MATERIAL COSTS, COPPER

CABLE

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Please refer all inquiries

ANIXTER PC

Phone: 616-698-

to:

GROUP

7800

BETH KACHEL

4509 BROADMOOR SE SUITE A

Fax: 616-698-9510

GRAND RAPIDS, MI 49512

COMMENTS:

EXCEPTIONS ARE NOTED AT THE INDIVIDUAL

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QUOTATION

Date: 9/8/2015
Quote #: 77920
Customer #: 023364

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DARRIN FOGG
MICHIGAN DEPT OF TECH MNGT &BU
LEWIS CASS 2ND FL,320 S WALNUT
LANSING, MI 48909

Anixter Inc.
Corporate
Headquarters
2301 Patriot Blvd.
Glenview, IL 60026
071B1300377 PART

Phone: 517-373-0099
Fax:

1

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
20	1	N/S QUIKTRON 810-227-003 1M DUP PVC SM ST-ST PRICE INCREASE FROM \$ 4.85	EA	6.65	\$6.65
21	1	N/S QUIKTRON 810-227-006 2M DUP PVC SM ST-ST PRICE INCREASE FROM 5.20	EA	7.05	\$7.05
22	1	N/S QUIKTRON 810-227-009 3M DUP PVC SM ST-ST PRICE INCREASE FROM \$5.55	EA	7.15	\$7.15
23	1	N/S QUIKTRON 810-227-017 5M DUP PVC SM ST-ST PRICE INCREASE FROM 6.25	EA	7.55	\$7.55
24	1	N/S QUIKTRON 810-227-033 10M DUP PVC SM ST-ST PRICE INCREASE FROM \$8.00	EA	9.60	\$9.60

Page Total: \$38.00

TERMS NET30, subject to credit approval
Quote Total: \$13,805.42

F.O.B. SHIP.PT., PREPAID
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SHIPMENT: CABLE
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Please refer all inquiries to: ANIXTER PC Phone: 616-698-7800
BETH KACHEL 4509 BROADMOOR SE SUITE A Fax: 616-698-9510

GRAND RAPIDS, MI 49512

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QUOTATION

Date: 9/8/2015
 Quote #: 77920
 Customer #: 023364

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 of Sale

DARRIN FOGG
 MICHIGAN DEPT OF TECH MNGT &BU
 LEWIS CASS 2ND FL,320 S WALNUT
 LANSING, MI 48909

Anixter Inc.
 Corporate
 Headquarters
 2301 Patriot Blvd.
 Glenview, IL 60026

Phone: 517-373-0099
 Fax:

071B1300377 PART
 1

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
25	1	N/S QUIKTRON 810-247-003 1M DUP PVC SM ST-SC PRICE INCREASE FROM \$4.85	EA	7.50	\$7.50
26	1	N/S QUIKTRON 810-247-006 2M DUP PVC SM ST-SC PRICE INCREASE FROM \$ 5.20	EA	7.80	\$7.80
27	1	N/S QUIKTRON 810-247-009 3M DUP PVC SM ST-SC PRICE INCREASE FROM \$ 5.55	EA	8.15	\$8.15
28	1	N/S QUIKTRON 810-247-017 5M DUP PVC SM ST-SC PRICE INCREASE FROM \$ 6.25	EA	8.50	\$8.50
29	1	N/S QUIKTRON 810-247-033 10M DUP PVC SM ST-SC PRICE INCREASE FROM \$8.00	EA	11.30	\$11.30

Page Total: \$43.25

TERMS NET30, subject to credit approval
Quote Total: \$13,805.42

F.O.B. SHIP.PT., PREPAID
IN LIGHT OF THE VOLATILITY OF MATERIAL COSTS, COPPER

SHIPMENT: CABLE

NOTES: PRICES ARE VALID FOR 14 CALENDAR DAYS FROM THE ORIGINAL

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Please refer all inquiries to: ANIXTER PC Phone: 616-698-7800
BETH KACHEL 4509 BROADMOOR SE SUITE A Fax: 616-698-9510

GRAND RAPIDS, MI 49512

COMMENTS: EXCEPTIONS ARE NOTED AT THE INDIVIDUAL ITEM LEVEL
MATERIAL. IN ANIXTER'S INVENTORY IS SUBJECT TO PRIOR SALE.



QUOTATION

Date: 9/8/2015
Quote #: 77920
Customer #: 023364

See attached Anixter Terms and Conditions
of Sale

DARRIN FOGG
MICHIGAN DEPT OF TECH MNGT &BU
LEWIS CASS 2ND FL,320 S WALNUT
LANSING, MI 48909

Anixter Inc.
Corporate
Headquarters
2301 Patriot Blvd.
Glenview, IL 60026
071B1300377 PART

Phone: 517-373-0099
Fax:

1

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
30	1	N/S OMNITRON 4330-0 100FX/TX TRANSCEIVER SC TO 100 BASET W/O TRANSFORMER INCREASE FROM \$194.30	EA	201.15	\$201.15
31	1	N/S OMNITRON 4330-1 FLEXPOINT 100FX/TX FAST ETHERN FIBER COPPER MEDIA CONVERTOR 201.15	EA	201.15	\$201.15
32	1	N/S OMNITRON 4395 FLEXPOINT 14 PORT CHASSI W.2 UNIV AC POWER SUPPLIES 507.95	EA	507.95	\$507.95
33	1	N/S OMNITRON 4392 FLEXPOINT 5 MODULE RACK MT SHELF 63.20	EA	63.20	\$63.20
34	1	N/S OMNITRON 4341-1 FLEXPOINT 10/1000 SM TRANSCEIV W/O TRANSFORMER PRICE REDUCTION FROM 436.40	EA	329.00	\$329.00

Page Total: \$1,302.45

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Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
35	1	N/S OMNITRON 4341-1 FLEXPOINT 10/100 SM TRANSEIVER SM.SC.1300NM/28KM PRICE REDUCTION FROM \$443.20	EA	334.00	\$334.00
36	1	185744 3M TELCOM 6100-B MM, BLACK, ST, 125 UM JACKETED, 250/900 UM INCREASE FROM \$4.82	EA	4.90	\$4.90
37	1	173543 3M TELCOM 8100-YS ST CONNECTOR SM CER ADHESIVE 3.0MM/900UM JKT HOT MELT YELLOW BOOT INCREASE FROM \$7.03	EA	7.35	\$7.35
38	1000	443245 3M TELCOM 6192B-254X-2D4H LAPPING FILM, 254X TYPE R3, 2 MIRCON W/ HOLE, 50 PER PACK Availability: 15-20DAYS NON RETURNABLE, BUY IN 1000 INCREMENT, INCREASE FROM \$.19EA SHEET	EA	0.38	\$380.00

Page Total: \$726.25

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Table with 6 columns: Item, Quantity, Anixter Catalog Number and Description, Unit, Unit Price, Extended Price. It lists 5 items (39-43) with their respective specifications and prices.

Page Total: \$897.88

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Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
44	1	097626 LEVITON 86003 DUPLEX FLUSH MOUNT UNLOADED SINGLE GANG 106 TYPE IVORY, UREA PRICE INCREASE FROM .42	EA	0.50	\$0.50
45	1	N/S GEIST SPXN084-10 RACK MOUNT STRIP Availability: 8-9 DAYS PRICE INCREASE FROM \$92.32	EA	97.00	\$97.00
46	1	229364 APW ENCLOS MNFT1978DU RACK ALUM LTWT UPRIGHT 84HX19W 45 RMU MILL APW - OPTIMA Availability: 6 WEEKS PRICE INCREASE FROM \$ 126.78	EA	147.00	\$147.00
47	1	106756 PANDUIT LD5EI6-A RACEWAY NONMETALLIC SINGLE 6'L X 1.01"WX.60"H PAN-WAY LD5 ADHES ELECIVORY ROHS 9.12	EA	9.12	\$9.12

Page Total: \$253.62

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Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
48	1	106768 PANDUIT LD10E16-A RACEWAY NONMETALLIC SINGLE 6'LX1.51"WX.94"H PAN-WAY LD10 ADHES ELECIVORY ROHS 12.48	EA	12.48	\$12.48
49	1	604943 CS-SYSTIMX PM-PS-48 48-PORT PANEL 110-MOD 8W8P T568A/B PATCHMAX POWERSUM 760205278 BLACK 3U REPLACES 108320045 287.50	EA	287.50	\$287.50
50	1	335318 CS-SYSTIMX PMGS324WTERMINA 24-PORT PANEL 110-MOD LOADED CAT6 T568A/B 8W8P PM-GS3 760062356 BLACK 238.30	EA	238.00	\$238.00
51	1	604942 CS-SYSTIMX PM-PS-24 24-PORT PANEL 110-MOD 8W8P T568A/B PATCHMAX POWERSUM 760205260 BLACK 2U REPLACES 760205260 143.65	EA	143.65	\$143.65

Page Total: \$681.63
 Quote Total: \$13,805.42

TERMS NET30, subject to credit

approval

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SHIP.PT., PREPAID

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Please refer all inquiries

ANIXTER PC

Phone: 616-698-

to:

GROUP

7800

BETH KACHEL

4509 BROADMOOR SE SUITE A

Fax: 616-698-9510

GRAND RAPIDS, MI 49512

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Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
52	1	335542 CS-SYSTIMX PMGS348WTERMINA 48-PORT PANEL 110-MOD LOADED CAT6 T568A/B 8W8P PM-GS3 760062364 BLACK 476.60	EA	476.60	\$476.60
53	1	221199 CS-SYSTIMX MPS100E-262 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT5E POWERSUM 108232745 WHITE 5.18	EA	5.18	\$5.18
54	1	221198 CS-SYSTIMX MPS100E-246 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT5E IP1 POWERSUM 108232737 IVORY 5.18	EA	5.18	\$5.18
55	1	221194 CS-SYSTIMX MPS100E-112 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT5E IP1 POWERSUM 108232703 ORANGE 5.18	EA	5.18	\$5.18
56	1	246741 CS-SYSTIMX MGS400-361 1-PORT MOD JACK 110 8W8P UTP T568A/B CAT6 IP5 GIGASPEED 700206675 VIOLET 6.18	EA	6.18	\$6.18

Page Total: \$498.32

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071B1300377 PART
 1

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
57	1	169238 CS-COMMSCO M12AP-262 2-PORT FLUSH MT UNLOADED SGL GANG M-SERIES 107276180 WHITE 1.35	EA	1.35	\$1.35
58	1	197613 CS-COMMSCO M14L-262 4-PORT FLUSH MT UNLOADED SGL GANG M-SERIES 108168543 WHITE 1.25	EA	1.25	\$1.25
59	1	169237 CS-COMMSCO M12AP-246 2-PORT FLUSH MT UNLOADED SGL GANG M-SERIES 107276172 IVORY 1.35	EA	1.35	\$1.35
60	1	197612 CS-COMMSCO M14L-246 4-PORT FLUSH MT UNLOADED SGL GANG M-SERIES 108168550 IVORY 1.25	EA	1.25	\$1.25
61	1	189969 CS-COMMSCO M102SMB-B-246 2-PORT SURFACE MT UNLOADED ICONABLE M-SERIES 107984049 IVORY 2.32	EA	2.32	\$2.32

Page Total: \$7.52

TERMS NET30, subject to credit approval
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 1

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
62	1	189971 CS-COMMSCO M102SMB-B-270 2-PORT SURFACE MT UNLOADED ICONABLE M-SERIES 107984064 GRAY 2.32	EA	2.32	\$2.32
63	1	145936 CS-SYSTIMX M20AP-246 MODULAR DUST COVER M-SERIES 100/PK 107067860 IVORY 12.85	PK	12.85	\$12.85
64	1	146674 CS-SYSTIMX M20AP-262 MODULAR DUST COVER, WHITE M-SERIES 100/PK 107067928 12.85	PK	12.85	\$12.85
65	0	050396 CS-SYSTIMX 267C ADAPTER MODULAR 6P4C PLUG TO TWO 6 POS 2/C MOD JACKS T TYPE 103715652 WHITE DISCONTINUED PART	EA	0.00	\$0.00
66	0	058739 CS-SYSTIMX 451A ADAPTER MODULAR IN-LINE FOR 4 OR 8 CONDUCTOR MOD LINE CORDS 103786240 IVORY DISCONTINUED PART	EA	0.00	\$0.00

Page Total: \$28.02

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Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
67	1000	CMP-00424MAX-6U-F CS-SYSTIMX 2061FWH424W1000 24-4P UTP-CMP SOL BC CAT5E IP1 FEP/PVC WHITE JKT 1000FT BOX 760041921 260.45	MF	260.45	\$260.45
68	1000	CMP-00424MAX-6U-06F CS-SYSTIMX 2061FBL424W1000 24-4P UTP-CMP SOL BC CAT5E IP1 FEP/PVC BLUE JKT 1000FT BOX 760041913 260.45	MF	260.45	\$260.45
69	1000	CMP-00424AVA-7U-10 CS-SYSTIMX 2071ELL423W1000 23-4P UTP-CMP SOL BC CAT6 IP5 FEP/PVC LILAC JKT 1000FT BOX 700210214 416.85	MF	416.85	\$416.85
70	1	125281 PANDUIT MWBA1 SINGLE GANG WALL BOARD ADAPTER ROHS 3.20	EA	3.20	\$3.20
71	1	185982 PANDUIT MWBA-2G DOUBLE GANG WALL BOARD ADAPTER ROHS 4.40	EA	4.40	\$4.40

Page Total: \$945.35

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Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
72	1	370138-EA ERICO CAT32HP 2 INCH J-HOOK HIGH PERFORMANCE PART CHANGE REPLACES CAT32 2.40	EA	2.40	\$2.40
73	1	133581 ERICO 4Z34 CLIP MULTI-FUNCTION PRICE INCREASE FROM \$.31	EA	0.33	\$0.33
74	1	178315 ERICO CATHBA ANGLED HANGAR BRACKET FOR CATEGORY 5 CABLE SUPPORT CLIP 40/PK 44.80	PK	44.80	\$44.80
75	1	210815 T&B 500SC BEAM CLAMP 1/4 - 20 50/BOX PRICE INCREASE FROM \$33.00	BX	39.00	\$39.00

Page Total: \$86.53

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76	1	P32W2R1-100-7 PANDUIT P32W2R1-100-7 TAPE DOUBLE-SIDED STICKY WHITE 1 INCH WIDE 7 YARDS LONG 1/32 INCH THICK ROHS PRICE INCREASE FROM \$9.32	EA	9.70	\$9.70
77	1	901384230 3M TELCOM SJ-3540 DUAL-LOCK RECLOSABLE FASTENER TAPE-250 STEMS/SQ IN 1=ROLL OF 50 YARDS MUST BUY IN INCREMENTS OF 2 PRICE INCREASE FROM \$100.80/RL	EA	202.00	\$202.00
78	1	167690 PANDUIT HLS-15R0 HOOK & LOOP TIE 180" 50LB CAN BE CUT TO DESIRED LENGTHS .75" W BLACK 15'/RL ROHS PRICE INCREASE FROM \$15.60	RL	17.50	\$17.50
79	1	104676 PANDUIT PLT2S-M CABLE TIE 7.4" 50LB 1.88" BUNDLE DIAMETER NATURAL 1000/PK ROHS PRICE INCREASE FROM 44.38	PK	46.00	\$46.00

Page Total: \$275.20

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80	1	118870 PANDUIT PLT3S-M CABLE TIE 11.5" 50LB 3" BUNDLE DIAMETER NATURAL 1000/PK ROHS PRICE DECREASE FROM \$115.50	PK	128.00	\$128.00
81	1	009616 3M ELECT 33+SUPER-3/4X66 TAPE VINYL PLASTIC 3/4" X 66' BLACK PRICE INCREASE FROM \$ 3.75	RL	4.40	\$4.40
82	1	190625 IDEAL INDU 31-340 PULL LINE 200LB MIN TENSILE STRENGTH 6500' BUCKET PRICE DECREASE FROM \$51.30	EA	50.00	\$50.00
83	1	061268 CS-SYSTMX 110C-5 5 PR CONNECTING BLOCK CAT5 USE W/110 BLOCKS 10/PK 103801254 6.15	PK	6.15	\$6.15
84	1	073039 CS-SYSTMX 110C-4 4 PR CONNECTING BLOCK CAT5 USE W/110 BLOCKS 10/PK 103801247 5.65	PK	5.65	\$5.65

Page Total: \$194.20

TERMS NET30, subject to credit approval **Quote Total: \$13,805.42**

F.O.B. SHIP.PT., PREPAID
SHIPMENT: IN LIGHT OF THE VOLATILITY OF MATERIAL COSTS,
COPPER CABLE

NOTES: PRICES ARE VALID FOR 14 CALENDAR DAYS FROM THE ORIGINAL DATE. PRICING ON ALL OTHER ITEMS ARE VALID FOR 30 DAYS. ANY

****Call to learn about special financing and lease-to-own options on orders over \$10,000.**

Please refer all inquiries to: **BETH KACHEL**
ANIXTER PC GROUP
4509 BROADMOOR SE SUITE A
Phone: 616-698-7800
Fax: 616-698-9510

GRAND RAPIDS, MI 49512

COMMENTS: EXCEPTIONS ARE NOTED AT THE INDIVIDUAL ITEM LEVEL MATERIAL. IN ANIXTER'S INVENTORY IS SUBJECT TO PRIOR SALE.



QUOTATION

Date: 9/8/2015
 Quote #: 77920
 Customer #: 023364

See attached Anixter Terms and Conditions
 of Sale

DARRIN FOGG
 MICHIGAN DEPT OF TECH MNGT &BU
 LEWIS CASS 2ND FL,320 S WALNUT
 LANSING, MI 48909

Anixter Inc.
 Corporate
 Headquarters
 2301 Patriot Blvd.
 Glenview, IL 60026

Phone: 517-373-0099
 Fax:

071B1300377 PART
 1

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
85	1	154069 CS-SYSTIMX 110AW2-100 100 PR 110 BLOCK W/LEGS CAT 6 BLOCK ONLY ADD C-CLIPS LABELS 107059891 12.10	EA	12.10	\$12.10
86	1	154071 CS-SYSTIMX 110AW2-300 300 PR 110 BLOCK W/LEGS CAT 6 BLOCK ONLY ADD C-CLIPS LABELS 107059917 28.40	EA	28.40	\$28.40
87	1	N/S QUIKTRON 560-100-007 7FT CAT5E GRAY PRICE INCREASE FROM 1.01	EA	1.03	\$1.03
88	1	N/S QUIKTRON 560-100-014 14FT CAT5E GRAY PRICE INCREASE FROM \$1.77	EA	1.92	\$1.92
89	1	N/S QUIKTRON 560-100-025 25FT CAT5E GRAY PRICE INCREASE FROM \$ 2.93	EA	3.25	\$3.25

Page Total: \$46.70

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1

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
90	1	N/S QUIKTRON 560-115-003 3FT CAT5E YELLOW PRICE INCREASE FROM \$.66	EA	0.67	\$0.67
91	1	N/S QUIKTRON 560-145-005 5FT CAT5E PURPLE PRICE INCREASE FROM \$.83	EA	0.91	\$0.91
92	1	N/S QUIKTRON 560-115-007 7FT CAT5E YELLOW PRICE INCREASE FROM \$ 1.02	EA	1.03	\$1.03
93	1	N/S QUIKTRON 560-115-014 14FT CAT5E YELLOW PRICE INCREASE FROM \$1.77	EA	1.92	\$1.92
94	1	N/S QUIKTRON 560-115-025 25FT CAT5E YELLOW PRICE INCREASE FROM \$2.93	EA	3.25	\$3.25

Page Total: \$7.78

TERMS NET30, subject to credit approval
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1

Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
95	1	MM03-AV7E-05 CS-SYSTMX CPC3312-09F003 CBL ASSY MOD 24-4PR STRANDED CAT6 T568A/B 3FT YELLOW CPC3312-09F003 5.86	EA	5.86	\$5.86
96	1	MM05-AV7E-10 CS-SYSTMX CPC3312-0BF005 CBL ASSY MOD 24-4PR STRANDED CAT6 T568A/B 5FT LILAC CPC3312-0BF005 6.43	EA	6.43	\$6.43

Page Total: \$12.29

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PART 2:
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Table with 5 columns: Item, Quantity, Anixter Catalog Number and Description, Unit, Unit Price, Extended Price. Contains 5 rows of item details.

Page Total: \$13.17

TERMS NET30, subject to credit approval
Quote Total: **\$5,401.02**
F.O.B. SHIP.PT., PREPAID
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PART 2:
071B1300377

Table with 6 columns: Item, Quantity, Anixter Catalog Number and Description, Unit, Unit Price, Extended Price. It contains 4 rows of item data.

Page Total: \$454.75

TERMS NET30, subject to credit approval **Quote Total:** \$5,401.02

F.O.B. SHIP.PT., PREPAID
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SHIPMENT: CABLE

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PART 2:
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Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
10	12	264634 SPECIFIED ES129 ES SERIES ELASTOMERIC SEALANT 29 OZ TUBE 858 ML MUST BUY IN FULL CASE OF 12 \$21.30	EA	21.30	\$255.60
11	12	264615 SPECIFIED LCI329 LCI SERIES INTUMESCENT SEALANT 29 OZ TUBE 858 ML MUST BUY IN FULL CASE OF 12 \$21.30	EA	21.30	\$255.60
12	1	280114 SPECIFIED EZD22 EZ-PATH FIRE-RATED "MINI" DEVICE KIT- SERIES 22 1.54" X 1.54" X 10.5 PRICE INCREASE FROM \$54.75	EA	56.20	\$56.20
13	1	269611 SPECIFIED EZDP33FWS EZPATH FIRE-RATED DEVICE KIT INCLUDES WALL PLATES & LABELS 3" X 3" X 10.5" \$110.23	EA	110.23	\$110.23

Page Total: \$677.63

TERMS NET30, subject to credit approval
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Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
14	1	264627 SPECIFIED SSAMW MINERAL WOOL BOARDS (2) 2' X 4' X 1.5" 2/BOX \$42.46	BX	42.46	\$42.46
15	1	141126 PLANTRONIC H41N MIRAGE HEADSET TOP NOISE CANCELING WITH QD BLACK 26851-02 PRICE INCREASE FROM \$67.55	EA	68.72	\$68.72
16	1	391301 PLANTRONIC HW251 SUPRAPLUS HEADSET WIDEBAND MONAURAL WITH VOICETUBE 64336-31 \$52.15	EA	52.15	\$52.15
17	1	391302 PLANTRONIC HW261 SUPRAPLUS HEADSET WIDEBAND BINAURAL WITH VOICETUBE 64337-31 \$68.72	EA	68.72	\$68.72

Page Total: \$232.05

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Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
18	1	338831 PLANTRONIC M22 M22 AMPLIFIER WITH CLEARLINE AUDIO AND 10FT COIL CORD BLACK REPLACES 61642-43 AVAYA LABELED ADAPTOR REDUCED FROM \$81.65	EA	73.00	\$73.00
19	1	289344 PLANTRONIC 49323-44 AVAYA HIC-1 H-TOP ADAPTER CBL HIC-1, ADAPTER CABLE AVAYA LOGO HIC-1 \$27.43	EA	27.43	\$27.43
20	1	391301 PLANTRONIC HW251 SUPRAPLUS HEADSET WIDEBAND MONAURAL WITH VOICETUBE 64336-31 \$52.15	EA	52.15	\$52.15
21	1	097731 PLANTRONIC 17593-01 VOICE TUBE REPLACEMENT FOR SUPRA/STARSET/MIRAGE \$2.98	EA	2.98	\$2.98

Page Total: \$155.56
Quote Total: \$5,401.02

TERMS NET30, subject to credit

approval

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CABLE

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Please refer all inquiries

ANIXTER PC

Phone: 616-698-

to:

GROUP

7800

BETH KACHEL

4509 BROADMOOR SE SUITE A

Fax: 616-698-9510

GRAND RAPIDS, MI 49512

COMMENTS:

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Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
22	1	097725 PLANTRONIC 15729-05 FOAM EAR CUSHION 1-PR FITS SUPRA & ENCORE BLACK \$1.33	PR	1.33	\$1.33
23	1	187347 PLANTRONIC 40700-01 EYEGLOSS CLIP KIT INCLUDES CLIP AND ADAPTER \$2.87	EA	2.87	\$2.87
24	1	149049 PLANTRONIC 27019-03 SUPERVISOR Y ADAPTER W/QUICK DISCONNECT LOCK \$23.70	EA	23.70	\$23.70
25	1	442594 PLANTRONIC CS540 CS540 WIRELESS HEADSET SYSTEM 1.9GHZ, DECT 6.0 84693-01 REPLACES CS55 INCREASED FROM \$183.66	EA	191.00	\$191.00

Page Total: \$218.90

TERMS NET30, subject to credit approval **Quote Total: \$5,401.02**

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Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
26	1	275533 PLANTRONIC 64399-01 REPLACEMENT BATTERY FOR CS50/CS55 WIRELESS HEADSET SYSTEM \$23.70	EA	23.70	\$23.70
27	1	361804 PLANTRONIC 72195-03 CS55 REPLACEMENT HEADSET 72195-03 DISCONTINUED NO REPLACEMENT	EA	0.00	\$0.00
28	1	444708 PLANTRONIC 75010-01 EXTERNAL RING DETECTOR,AWH 55+ 3.44	EA	3.44	\$3.44
29	1	281101 PLANTRONIC 64394-11 CS50 EAR LOOPS, 3 SIZES, SMALL, MEDIUM, LARGE \$2.97	EA	2.97	\$2.97
30	1	434737 GAI-TRONIC 394AL-001 EMERGENCY PHONE WITH DIAL PAD ALUMINUM HOUSING ADA RED ALERT PRICE INCREASE FROM \$720.30	EA	857.00	\$857.00

Page Total: \$887.11

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31	1	434736 GAI-TRONIC 393AL-001 293AL INDUSTRIAL TELEPHONE EMERGENCY ALUMINIUM CASING ADA RED ALERT PRICE INCREASE FROM \$ 620.65	EA	688.00	\$688.00
32	1	435531 GAI-TRONIC 397-001 WEATHERPROOF, FLUSH-MOUNT, ONE BUTTON, EMERGENCY TELEPHONE PRICE INCREASE FROM \$ 593.45	EA	659.00	\$659.00
33	1	435623 GAI-TRONIC 398-001 WEATHERPROOF, FLUSH-MOUNT, KEYPAD TELEPHONE WITH EMERGENCY PUSHBUTTON PRICE INCREASE FROM \$647.80	EA	728.00	\$728.00
34	1	246955 GAI-TRONIC 236-001YL MODEL 236YL STANCHION YELLOW FOR FLUSHMOUNT EMERGENCY PHONE WALL MOUNTED ALUM PRICE INCREASE FROM \$176.86	EA	213.00	\$213.00
35	1	400217 AVAYA-TEL 700405673 IP PHONE 9630G GRY 9630GD01A PRICE DECREASE FROM 538.10	EA	335.00	\$335.00

Page Total: \$2,623.00

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Item	Quantity	Anixter Catalog Number and Description	Unit	Unit Price	Extended Price
36	1	400218 AVAYA-SMBS 700462518 9600 SBM24 BUTTON MOD GRY \$133.90	EA	133.90	\$133.90
37	0	149047 TW ENTERPR CM-01 CRADLEMATE HANDSET LIFT FOR TELEPHONE DISCONINUED	EA	0.00	\$0.00
38	1	338012 LYNN ELEC H4C-M-M-12-CG HANDSET CORD 12' 4/C FULLY MODULAR CHARCOAL GRAY \$1.72	EA	1.72	\$1.72
39	1	327212 LYNN ELEC L-H4DU-25-DG 25' DARK GRAY HANDSET CORD FOR AT&T SETS \$3.23	EA	3.23	\$3.23

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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. 071B1300377
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:		PRIMARY CONTACT		EMAIL
Anixter Inc. 4509 Broadmoor Ave SE Ste A Grand Rapids, MI 49512		Beth Kachel		Beth.kachel@anixter.com
		TELEPHONE		CONTRACTOR #, MAIL CODE
		616-698-7800 or 800-638-1189		
STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB - Telecom	Scott Hall	(517) 335-4070	thornes@michigan.gov
BUYER	DTMB	Mike Breen	(517) 284-7002	breenm@michigan.gov
CONTRACT SUMMARY:				
DESCRIPTION: 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	
9/16/2011	9/15/2014	Five, One-Year	9/15/2014	
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"/>	N/A	09/15/2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$916,886.76		
<p>THIS CONTRACT IS EXTENDED TO MIDEAL PARTNERS; and</p> <p>The Contractor must collect an administrative fee on all sales transacted under this Contract, and remit the fee within 30 days after the end of each quarter. The administrative fee equals 0.2 percent of the total quarterly sales reported. Effective 9/11/2014 a 12-month extension option is exercised for this contract in accordance with contract provisions with no increase in value. Per DTMB and Vendor approval. All other terms, conditions, specifications and pricing remain unchanged.</p>				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48913

CHANGE NOTICE NO. 1

To

CONTRACT NO. 071B1300377

Between

THE STATE OF MICHIGAN

And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Anixter Inc. 4509 Broadmoor Ave SE Ste A Grand Rapids, MI 49512	Beth Kachel	Beth.kachel@anixter.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	616-698-7800 or 800-638-1189	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB-IT	Darrin Fogg		Foggd1@michigan.gov
BUYER:	DTMB-Procurement	Christine Mitchell	(517) 335-0462	Mitchellc4@michigan.gov

INITIAL CONTRACT SUMMARY:			
DESCRIPTION: PROVIDE A BASIC BUT COMPREHENSIVE DESCRIPTION OF SERVICES			
Just in Time (JIT) Telephone Equipment, Cable and Parts - Telecommunications			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 yrs.	9/16/2011	9/15/2014	5 one-year options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	Destination	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:	
OPTION EXERCISED: <input type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, NEW EXPIRATION DATE:
<ul style="list-style-type: none"> THIS CONTRACT IS EXTENDED TO MIDEAL PARTNERS; and The Contractor must collect an administrative fee on all sales transacted under this Contract, and remit the fee within 30 days after the end of each quarter. The administrative fee equals 0.2 percent of the total quarterly sales reported. (See exact language changes attached) 	
VALUE/COST OF CHANGE NOTICE:	\$0.00
ESTIMATED AGGREGATE CONTRACT VALUE:	\$916,886.76

Language Currently in Contract:

1.3.2 Reports – This paragraph will remain unchanged.

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

1.7 Extended Purchasing

1.7.1 MiDEAL- This paragraph will remain unchanged.

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.

2.22 Extended Purchasing

2.22.1 MiDEAL Requirements - This paragraph will remain unchanged.

(a) The Contractor must ensure that all purchasers are MiDEAL Members before extending the Contract pricing.

(b) The Contractor must submit quarterly reports of MiDEAL purchasing activities to DTMB-Purchasing Operations.

(c) To the extent that MiDEAL Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

(d) The Contractor must submit invoices to and receive payment from MiDEAL Members on a direct and individual basis.

2.22.2 State Administrative Fee

Reserved.

Language modified with this Change Notice:

Deliverable(s) **will** be supplied to the State and MiDEAL Members according to the terms and prices quoted, subject to Section 2.22.1, MiDEAL Requirements.

Language added from the proposal with this Change Notice:

2.22.2 State Administrative Fee

The Contractor must collect an administrative fee on all sales transacted under this Contract, and remit the fee within 30 days after the end of each quarter. The administrative fee equals 0.2 percent of the total quarterly sales reported.

The Contractor must pay the administrative fee by check payable to the State of Michigan. The Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: the applicable Contract Number, the total quarterly sales by volume and dollar amount, and the quarter covered.

The Contractor must send the check to the following address:

Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

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

October 3, 2011

NOTICE
TO
CONTRACT NO. 071B1300377
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Anixter Inc. 4509 Broadmoor Ave SE Ste A Grand Rapids, MI 49512 Email: Beth.kachel@anixter.com		TELEPHONE Beth Kachel 616-698-7800 or 800-638-1189
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Darrin Fogg, DTMB Telecommunications Foggd1@michigan.gov Just in Time (JIT) Telephone Equipment, Cable and Parts - Telecommunications		
CONTRACT PERIOD: 3 yrs. + 5 one-year options From: 9/16/2011 To: 9/15/2014		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
ALTERNATE PAYMENT OPTIONS: <input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

TOTAL ESTIMATED CONTRACT VALUE: **\$305,628.92/ YEAR FOR THREE YEARS;**
TOTAL: **\$916,886.76**

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. 071B1300377
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Anixter Inc. 4509 Broadmoor Ave SE Ste A Grand Rapids, MI 49512 Email: Beth.kachel@anixter.com		TELEPHONE Beth Kachel 616-698-7800 or 800-638-1189 CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Darrin Fogg, DTMB Telecommunications Foggd1@michigan.gov Just in Time (JIT) Telephone Equipment, Cable and Parts - Telecommunications		
CONTRACT PERIOD: 3 yrs. + 5 one-year options From: 9/16/2011 To: 9/15/2014		
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>	
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</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;">N/A</p>		
MISCELLANEOUS INFORMATION: 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.		
Estimated Contract Value: \$305,628.92/year for three years; Total: \$916,886.76		

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.

FOR THE CONTRACTOR:	FOR THE STATE:
Anixter Inc.	Signature
Firm Name	Jeff Brownlee, Chief Procurement Officer
Authorized Agent Signature	Name/Title
Authorized Agent (Print or Type)	DTMB Purchasing Operations
Date	Division
Date	Date



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

Contract No. 071B1300377
(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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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 the 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:

Anixter will provide approved manufacturer, unless noted in quote

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 the 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 Bids

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.

CONTRACTOR ASSIGNED KEY PERSONNEL: Bethany Kachel

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:

We will supply usage reports as required.

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
Anixter Inc	4509 Broadmoor Grand Rapids, MI 49512	Anixter	Sales Location 50%
Anixter Inc	11614 S. Austin Alsip, IL 60803	Anixter	National Distribution Center 50%

1.3.6 Reserved

1.3.7 Binding Commitments

Representatives with the authority to make binding commitments on the Contractor's behalf and state the extent of that authority.

Contractor Agreement:

Beth Kachel, Peter McLaughlin. Both have authorization to sign bids and enter into contracts.



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.

Contractor Agreement:

Deliveries will be made by UPS or common carrier. We do not have our own delivery vehicles in Michigan.

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:

Anixter 's stock is in IL, 1-2 days. Unless noted in quote

1.4.2 Minimum Order

Contractor Agreement:

There is no minimum dollar amount order requirement for the products listed in the bid. Manufacturer may have package size requirements, that will be noted in the quote.

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:

All packaging will be done in accordance with standard industry standards.

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:

Shipments will be palletized whenever possible. Normal UPS shipments will not be palletized.

1.4.5 Delivery Term

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

The Contractor must quote prices "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:

We understand.

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.

Contractor Agreement:

We understand.

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.

Contracts should note: the Procurement and Direct Voucher payment types will be authorized for any Contract(s) awarded from this ITB.

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 any resulting 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 Contractor 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:

Sample invoice attached to ITB response.

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. If not, the Contractor must explain its ordering capabilities. 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:

Can receive orders via fax, phone, mail and electronically (after set up). Customer service to be provided by Beth Kachel and team in GR office at toll free 800-638-1189

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 Agreement:

Anixter's shipping department has a customer service group that investigates damaged product and files freight claims.

1.6.4 Warranty for Deliverable(s)

The Contractor will 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:

Anixter does not hold any of the manufacturer warranties. Anixter does facilitate in the warranty process by contacting the manufacturer.

1.6.5 Special Incentives

Special incentives that the Contractor is providing, such as return policies, trade-in programs, quantity discounts, etc.



Contractor Agreement:

Materials are returnable in re-sellable condition and original packaging back to Anixter stock unless noted in bid.

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:

None of the products identified in the bill of materials are energy star rated.

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:

None of the products identified in the bill of materials meet this requirement.

1.6.8 Recycled Content and Recyclability

(a) **Deliverable(s).** Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials. The Contractor must indicate an estimate of the percentage of recycled materials, if any, contained in each Deliverable:

- 0 % (total estimated percentage of recovered material)
- 0 % (estimated percentage of post-consumer material)
- 0 % (estimated percentage of post-industrial waste)

- (b) **Packaging.** The State prefers packaging materials that:
- (i) are made from recycled content that meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard);
 - (ii) minimize or eliminate the use of polystyrene and other difficult to recycle materials;
 - (iii) minimize or eliminate the use of packaging and containers or, in the alternative, minimize or eliminate the use of non-recyclable packaging and containers;
 - (iv) provide for a return program where packaging can be returned to a specific location for recycling; and
 - (v) contain materials that are easily recyclable in Michigan.

The Contractor must explain if it intends to offer packaging materials that meet one or more of these criteria.

Contractor Agreement:

Most of Anixter's shipment will be made from our Alsip, IL Warehouse. In 2010, five of Anixter's largest U.S. warehouses purchased new Kraft paper-packing machines. Most Kraft paper is made from 100 percent recycled content. The program helps to minimize Anixter's environment impact while simultaneously providing additional protection to boxed material during shipment. Our Alsip warehouse used 16,680 lbs of air bags in 2010, which are manufacturers from a large percentage of recycled content. Anixter's U.S. operation alone used more than 1 million pounds of corrugated packaging that contained 40 to 60 percent recycled content. We also use nontoxic and biodegradable carton made from recycled fiber and water-soluble glue. The Carton can be reused and recycled.



1.6.9 Materials Identification and Tracking

(a) **Hazardous Chemical Identification.** The Contractor must list any hazardous chemical, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number. Material Safety Data Sheets must be submitted in accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001 *et seq.*, as amended. This list must be updated whenever any other chemical to be delivered is hazardous.

Chemical (if none, enter 'None')	Identification Number
None	

(b) **Mercury Content.** Under MCL 18.1261d, the Contractor must offer mercury-free products whenever possible. The Contractor must explain if it intends to provide products containing mercury and whether cost competitive alternatives exist. If cost competitive alternatives do not exist, the Contractor must disclose the amount or concentration of mercury and justification as to why this particular product is essential. All products containing mercury must be labeled as containing mercury.

Contractor Agreement:

Understood

(c) **Brominated Flame Retardants.** The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.

Contractor Agreement:

Understood

(d) **Environmental Permits and Requirements.** The Contractor must disclose whether any of its facilities are in violation of any environmental laws. The Contractor must immediately notify DTMB-Purchasing Operations of the receipt of any EPA, State, or local agency communication indicating that any of the Contractor's facilities are in violation of applicable environmental laws.

Contractor Agreement:

None

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 45 days after receipt.

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
1st 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 Agreement.

(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.

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
(517) 335-0462

If to Contractor:

Beth Kachel
4509 Broadmoor SE
Grand Rapids, MI 49512
beth.kachel@anixter.com
FAX: 616-698-9510

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 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.

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). 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

The Deliverable(s) provided by the Contractor must be merchantable.

2.13.3 Warranty of Fitness for a Particular Purpose

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this Contract.

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

(a) The Contractor represents and warrants that the equipment/system(s) are in good operating condition and perform to the requirements contained in this Contract at the time of Final Acceptance, and for a period of one year following Final Acceptance.

(b) To the extent the Contractor is responsible for maintaining equipment/system(s), the Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

(c) The Contractor must provide a toll-free telephone number for the State to report equipment failures and problems.

(d) 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 and their installation including transportation and delivery fees, if any.

(e) The Contractor agrees that all warranty service it provides must be performed by Original Equipment Manufacturer (OEM) trained, certified, and authorized technicians.

(f) The Contractor is the sole point of contact for warranty service.

(g) All warranty work must be performed at State locations.

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. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher 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.

Deductible 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 permitted by law, 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 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 portion of the claim. The State may retain control of the defense and settlement of a claim 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, including administrative costs, attorneys' fees and court costs, and any additional 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

2.22.1 MiDEAL Requirements

(a) The Contractor must ensure that all purchasers are MiDEAL Members before extending the Contract pricing.

(b) The Contractor must submit quarterly reports of MiDEAL purchasing activities to DTMB-Purchasing Operations.

(c) To the extent that MiDEAL Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

(d) The Contractor must submit invoices to and receive payment from MiDEAL Members on a direct and individual basis.

2.22.2 State Administrative Fee

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

State the Contractor's full name and address, including all locations that will perform or assist in performing the work. State the 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.

Name:	Anixter Inc.			Web Page:	Anxiter.com	
Address:	4509 Broadmoor Ave SE Ste A	City:	Grand Rapids	State:	MI	Zip: 49512
Legal Status:	Corporation	Years in business?	54 Years	Phone:	616-698-7800 800-638-1189 or 800-282-1238	
State Incorporated or Organized:	Delaware	Registered in Michigan?	YES			

4.1.2 Authorized Contractor Signatory

State the 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.

Name:	Beth Kachel	Title:	Sales Specialist	Phone:	616-698-7800 800-638-1189 or 800-282-1238
Name:	Pete McLaughlin	Title:	Manager	Phone:	248-425-8000

4.1.3 Staffing

Proposed Resource Name:	Bethany Kachel
Proposed Classification:	Single Point of Contact
Key Personnel:	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
If resource is associated with a subcontractor provide name of company:	no
Percentage of time resource will be allocated to project:	Full time

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 sub-contractors

4.1.10 Contract Performance

The Contractor must provide details concerning any contract that has been terminated for the Contractor's default in the last three years. If the Contractor has not had a contract terminated for default in this period, the Contractor must affirmatively state this in the "Contractor Agreement" box below.

Contractor Agreement:

No contracts have been terminated.



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.

Anixter Inc Bethany Kachel
Name of Contractor

4509 Broadmoor Ave SE Ste A
Grand Rapids Mi 49512
Address of Contractor

616-698-7800, 616-698-9510
Telephone and Fax No. of Contractor

Beth.Kachel@Anixter.com
E-mail Address of Contractor

Bethany K Kachel
Signature of Contractor's Authorized Representative

Sales Specialist
Title of Contractor Representative

7-28-2011
Date

Pete McLaughlin
Additional Signature
Contractor's Authorized Representative

Regional Manager
Title of Contractor Representative

7-28-11
Date



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
	Quote

INSTRUCTIONS:

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

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

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
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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 Telecom Revolving Fund	21b. General Fund Amt or %
22. Agency Authorized Signature Note: Signature represents Agency commitment to fund this purchase		Date



FOR DIT USE ONLY

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