

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR FIBER OPTIC MATERIAL
BID NO. 10-095
SECOND RENEWAL

This Amendment is hereby entered into on this 25th day of August, 2013 by and between Anixter, Inc., 4630 South 132nd Street, Omaha, NE 68137 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated August 25, 2010, under Resolution No. A-85968, (the "Agreement"), for The Annual Requirements for Fiber Optic Material, Bid No. 10-095, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is August 25, 2010 through August 24, 2012, with the option to renew for two (2) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from August 25, 2012 through August 24, 2013,

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning August 25, 2013 through August 24, 2014.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from August 25, 2013 through August 24, 2014.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 25th day
of July 2013


Chris Beutler, Mayor

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Anixter Inc.
By: (PLEASE PRINT)	Paul Mentzer
By: (PLEASE SIGN)	
Title:	State & Local Gov. Dir.
Company Address: (PLEASE PRINT)	4630 South 2nd Street Omaha, NE 68137
Company Phone & Fax: (PLEASE PRINT)	ph 402-330-7455 fax 402-330-7736
E-Mail Address: (PLEASE PRINT)	paul.mentzer@anixter.com
Date: (PLEASE PRINT)	7-15-2013

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR FIBER OPTIC MATERIAL
BID NO 10-095
FIRST RENEWAL**

This Amendment is hereby entered into on this ____ day of _____, 2012 by and between **Anixter, Inc., 4630 South 132nd Street, Omaha, NE 68137** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **August 25, 2010**, under **Resolution No. A-85968**, (the "Agreement"), for **The Annual Requirements for Fiber Optic Material, Bid No. 10-095**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **August 25, 2010 thru August 24, 2012**, with the option to extend for three (3) additional **one (1) year periods** upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning **August 25, 2012 thru August 24, 2013**; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

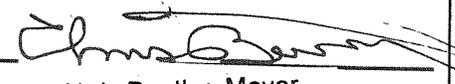
- 1) The term of the Agreement shall be from **August 25, 2012 thru August 24, 2013**.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

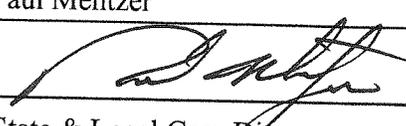
Official City Use Only

Dated this 28th day
of Dec 2012


Chris Beutler, Mayor

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Executed this _____ day of _____, 2012

Company Name: (PLEASE PRINT)	Anixter Inc.,
By: (PLEASE PRINT)	Paul Mentzer
By: (PLEASE SIGN)	
Title:	State & Local Gov. Dir.
Company Address: (PLEASE PRINT)	4630 South 132nd Street Omaha, NE 68137
Company Phone & Fax: (PLEASE PRINT)	ph 402-330-7455 fax 402-330-7736
E-Mail Address: (PLEASE PRINT)	paul.mentzer@anixter.com

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
FIBER OPTIC MATERIAL
Bid No. 10-095**

**Anixter, Inc.
4630 South 132nd Street
Omaha, NE 68137
402-330.7455 x 5701**

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 7th day of July 2010, by and between Anixter, Inc., 4630 South 132nd Street, Omaha, NE 68137, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Requirements for Fiber Optic Material, Bid 10-095 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to Lines No. 1, 2, 3, and 4 of Contractor's Proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term shall be two (2) years with the option to renew for two (2) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Accepted Proposal/Response
 3. Contract Agreement
 4. Specifications
 5. Sales Tax Exemption Form 13
 6. Notice to Bidders

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

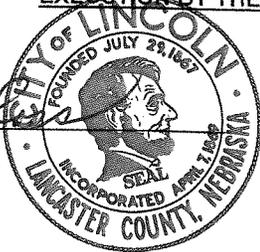
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Joan E. [Signature]



CITY OF LINCOLN, NEBRASKA

Mayor

[Signature]

Approved by Resolution No. _____

Date: Aug 25, 2010

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

[Signature]
BUSINESS MANAGER

(SEAL)

ANIXTER INC

Name of Corporation

**4630 SOUTH 132ND ST
OMAHA NE 68137**

(Address)

By:

Duly Authorized Official

STATE & LOCAL GOV. DIR

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing	Address	Traffic Engineering
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		531 Westgate
Phone	1 (402) 441-8313		Lincoln, NE 68516		Lincoln, NE 68528
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact	
			Purchasing		
Bid Number	10-095	Department		Department	
Title	Annual Requirements for	Building		Building	
	Fiber Optic Material		Suite 200		
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	05/05/2010	Telephone	(402) 441-8313	Telephone	
Close Date	5/19/2010 12:00:00 PM CST	Fax	(402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

Supplier Information

Company Anixter Inc.
 Address 4630 South 132nd Street

 Omaha, NE 68137
 Contact Holly Long
 Department
 Building
 Floor/Room
 Telephone 1 (402) 3307455 5701
 Fax 1 (402) 3307736
 Email holly.long@anixter.com
 Submitted 5/13/2010 10:36:10 AM CST
 Total \$13,297.10

Lines:
 No. 1, 2, 3, and 4

Signature _____

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/bidinst.ppt>

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
4	Renewal is an Option	Contract Extension Renewal is an option.	Yes
5	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Subject to Escallation/De-Escalation. Pricing Valid for 1 Calendar Year
6	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transporation charges paid.	1-2 week lead time on most items
7	Contact	Name of person submitting this bid:	Holly Long
8	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	10	Each	Patch Cable, Multimode ST to SC 1	\$13.20
			Item Notes:	
			Supplier Notes: p/n MPRZ02SCSTXXXPX-1M DESCRIPTION: 62.5, SC-ST, DUPLEX, 1M	
2	6	Each	Patch Cable, Multimode ST to ST 1M1	\$12.60
			Item Notes:	
			Supplier Notes: p/n MPRZ02STSTXXXPX-1M DESCRIPTION: 62.5, ST-ST, DUPLEX, 1M	
3	20	Each	Patch Cable, Single Mode ST to SC 1M	\$16.50
			Item Notes:	
			Supplier Notes: P/N SURZ02SCSTXXXPX-1M DESCRIPTION: SM, DUPLEX, SC-ST, 1M	
4	6	Each	Patch Cable, Single Mode ST to ST 1M	\$15.75
			Item Notes:	
			Supplier Notes: P/N SURZ02STSTXXXPX-1M DESCRIPTION: SM, DUPLEX, ST-ST, 1M	
5	1	Each	Hardened Ethernet Switch, 8 port 2 Fiber Ports for SM + 6 RJ45 Ports	\$1,415.00
			Item Notes:	
			Supplier Notes: GARRETTCOM P62F-AC-2SSC 1-2 WEEK LEAD TIME ARO	
6	1	Each	Hardened Ethernet Switch, 8 port 2 Fiber Ports for MM + 6 RJ45 Ports	\$884.00
			Item Notes:	
			Supplier Notes: GARRETTCOM P62F-AC-2MSC 1-2 WEEK LEAD TIME ARO	
7	2	Each	Hardened Ethernet Switch, 8 port 2 Fiber Ports: 1 for MM and 1 for SM+ 6 RJ45 Ports	\$1,150.00
			Item Notes:	
			Supplier Notes: GARRETTCOM P62F-AC-1M1SSC 1-2 WEEK LEAD TIME ARO	

8	8	Each	Hardened Ethernet Switch, 6 port 2 Fiber Ports for SM + 4 RJ45 Ports	\$760.25
---	---	------	--	----------

Item Notes:

Supplier Notes: GARRETTCOM ES42P-2SSC-PD
1-2 WEEK LEAD TIME ARO

9	4	Each	Hardened Ethernet Switch, 6 port 2 Fiber Ports for MM + 4 RJ45 Ports	\$496.00
---	---	------	--	----------

Item Notes:

Supplier Notes: GARRETTCOM ES42P-2SC-PD
1-2 WEEK LEAD TIME ARO

Response Total:	\$13,297.10
-----------------	-------------

Specifications for Fiber Optic Equipment

1. GENERAL CONDITIONS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for fiber equipment.
- 1.2 Bid prices shall include the entire cost of the described pieces of equipment and any other equipment or hardware necessary to meet these specifications as described herein.

2. FIBER EQUIPMENT TECHNICAL REQUIREMENTS

- 2.1 Patch Cable, Multimode ST to SC 1M shall be Black Box Part number: EFN210 - 001M - STSC or approved equivalent.
- 2.2 Patch Cable, Multimode ST to ST 1M shall be Black Box Part number: EFN210 - 001M - STST or approved equivalent.
- 2.3 Patch Cable, Single Mode ST to SC 1M shall be Black Box Part number: EF310 - 001M - STSC or approved equivalent.
- 2.4 Patch Cable, Single Mode ST to ST 1M shall be Black Box Part number: EF310 - 001M - STST or approved equivalent.
- 2.5 Bid Item 5, Hardened Ethernet Switch, 8 port shall be Black Box Part number: LB9903, Garrett Com part number: Magnum P62F-AC-2SSC, or approved equivalent.
 - 2.5.1 Ports shall be as follows: 6 each 10/100 MBPS RJ 45 Ports, 2 each 100 MBPS Single Mode Ports.
- 2.6 Bid Item 6, Hardened Ethernet Switch, 8 port shall be Black Box Part number: LB9901, Garrett Com part number: Magnum P62F-AC-2MSC, or approved equivalent.
 - 2.6.1 Ports shall be as follows: 6 each 10/100 MBPS RJ 45 Ports, 2 each 100 MBPS Multi- Mode Ports.
- 2.7 Bid Item 7, Hardened Ethernet Switch, 8 port shall be Black Box Part number: LB9902, Garrett Com part number: Magnum P62F-AC-1M1SSC, or approved equivalent.
 - 2.7.1 Ports shall be as follows: 6 each 10/100 MBPS RJ 45 Ports, 1 each 100 MBPS Multi- Mode SC Port, and 1 each 100 MBPS Single Mode SC Port.
- 2.8 Bid Item 8, Hardened Ethernet Switch, 6 port shall be Black Box Part number: LBH240A-P-SSC, Garrett Com Part number: ES42P-2SSC-PD, or approved equivalent.
 - 2.8.1 Ports shall be as follows: 2 each 100 MBPS Single Mode SC Ports and 4 each 10/100 MBPS RJ45 Ports.
- 2.9 Bid Item 9, Hardened Ethernet Switch, 6 port shall be Black Box Part number: LBH240-P-SC, Garrett Com Part number: ES42P-2MSC-PD, or approved equivalent.
 - 2.9.1 Ports shall be as follows: 2 each 100 MBPS Multi-Mode SC Ports and 4 each 10/100 MBPS RJ45 Ports.

3. WARRANTY

- 3.1 Manufacturer's usual warranty shall apply, and shall be in effect for at least 3 years from the date of equipment was placed in service.
- 3.2 Vendor shall be responsible for all repairs done at vendors shop, including parts, labor, and shipping during this warranty period.
- 3.3 One copy of the manufacturer's standard warranty shall be furnished with the quotation.

4. ACCEPTANCE OF MATERIAL

- 4.1 Orders will normally be made on standard purchase orders issued by the Purchasing Agent.
 - 4.1.1 Orders may be placed by telephone directly by Lincoln Traffic Engineering.
 - 4.1.2 In any event, all orders will be assigned an order number.

- 4.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
- 4.3 Contractor shall group materials on invoices as they are grouped on the City of Lincoln's order.
- 4.4 If asked, the Contractor shall furnish to the City of Lincoln affidavits from each manufacturer stating that the materials supplied fully conform to these material specifications.

5. **DELIVERY**

- 5.1 Unit bid prices shall include all delivery costs, including shipper's charges and unloading time, at the following delivery point:
 - Traffic Engineering
 - 531 Westgate
 - Lincoln, NE 68528
- 5.2 Deliveries shall be made between the hours of 7:30 a.m. and 3:30 p.m. on normal City of Lincoln working days.

6. **TERMS OF AGREEMENT**

- 6.1 Term of agreement shall be two (2) years with option to renew for two (2) additional one (1) year terms.