



**INVITATION TO BID
No. JF160901B**

TELECOMMUNICATIONS MATERIALS

BID DUE DATE AND TIME:
AUGUST 24, 2012 (4:00 PM, PST)

OSU Procurement and Contract Services Offices are open from 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm.
Offices are closed during the 12:00 noon – 1:00 pm lunch hour.

SUBMITTAL LOCATION:

Oregon State University
Procurement and Contract Services
644 SW 13th Avenue
Corvallis, Oregon 97333

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

- Invitation to Bid Issue Date.....August 13, 2012
- Deadline for Request for Clarification or Change.....August 17, 2012 (4:00 pm, PST)
- Bid Due Date and Time.....August 24, 2012 (4:00 pm, PST)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 PRE-BID CONFERENCE:

A Pre-Bid Conference will not be held.

1.03 ISSUING OFFICE:

The Procurement and Contract Services (PaCS) department of Oregon State University (OSU) is the issuing office and is the sole point of contact for this Invitation to Bid. Address all concerns or questions regarding this Invitation to Bid to the Administrative Contact identified below:

1.04 ADMINISTRATIVE CONTACT:

Name: James Figgins
Title: Purchasing Analyst III
Telephone: 541-737-6995
Fax: 541-737-2170
E-Mail: James.figgins@oregonstate.edu

1.05 DEFINITIONS:

As used in this Invitation to Bid, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Invitation to Bid.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Invitation to Bid.
- c. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
- d. "Bidder" means an entity that submits a Bid in response to an Invitation to Bid.
- e. "Bid Due Date and Time" means the date and time specified in the Invitation to Bid as the deadline for submitting Bids.
- f. "Invitation to Bid" (ITB) means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the Invitation to Bid.
- i. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Oregon State University (OSU) Procurement and Contract Services (PaCS) is seeking Responsive Responsible Bidders to submit Bids for Telecommunications Materials. OSU intends to make a single award to the Proposer who can meet the needs stated below.

2.02 BACKGROUND:

OSU annually solicits for its' telecommunication material needs. This solicitation will replace the existing contract which expires in November of 2012.

2.03 OREGON STATE UNIVERSITY:

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a member of the Oregon University System and one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, a recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 20,000 students from every county in Oregon, every state in the country and more than 90 nations.

3.0 SPECIFICATIONS / STATEMENT OF WORK

3.01 SAMPLE CONTRACT:

A sample Contract containing the statement of work and contractual terms and conditions is included at Exhibit A.

4.0 BIDDER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Bidder, the Bidder needs to meet the minimum qualifications below.

- a. Authorized dealer of items listed in Exhibit D.
- b. Ability to provide materials ordered within 48 hours after an order has been placed.
- c. Bidders must submit pricing for the manufacturers and part numbers specified in Exhibit D. **No Substitutions will be allowed.**
- d. Ability to bid on at least 120 of the 133 items listed in Exhibit D in order to qualify for evaluation.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF BID:

Submit one (1) original Bid and 1 duplicate copy. Mark original Bid as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. Bids should contain the submittals listed in this section below:

5.02 REQUIRED SUBMITTALS:

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this Invitation to Bid. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Detailed information about how the Bidder meets the minimum qualifications detailed in section 4. At a minimum bidder should include a brief company history.
- Exhibit B, Certifications, fully completed.
- Exhibit C, References, fully completed.
- Exhibit D, Bid Price Form, fully completed.

6.0 EVALUATION AND AWARD

6.01 EVALUATION:

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the Invitation to Bid, Exhibits and Addenda. OSU may engage in any of the processes identified in the applicable Oregon Administrative Rules to determine Contract award.

6.02 INVESTIGATION OF REFERENCES:

OSU reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, OSU or any other source. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO BIDDERS

7.01 APPLICABLE STATUTES AND RULES:

This ITB is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Bids are based on equivalent products, indicate in the Bid form the manufacturers' name and number. Bidders shall submit with their Bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. Bidders shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements,

are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.

7.03 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the Invitation to Bid must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Invitation to Bid by issuing an Addendum. Envelopes, e-mails or faxes containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

7.04 ADDENDA:

Only documents issued as Written Addenda by PaCS serve to change the Invitation to Bid in any way. No other direction received by the Bidder, written or verbal, serves to change the Invitation to Bid. PaCS will notify potential Bidders through publication of the Addenda on the OUS procurement website. If you have received an Invitation to Bid you should consult the OUS procurement website, prior to Bid submittal, to assure that you have not missed any Addenda. Bidders are not required to return Addenda with their Bid. However, Bidders are responsible for obtaining and incorporating any changes made by the Addendum into their Bid. Failure to do so may, in effect, make the Bid non-Responsive, which may cause the Bid to be rejected.

7.05 PREPARATION AND SIGNATURE:

All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid.

7.06 PUBLIC RECORD:

Upon completion of the Invitation to Bid process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a "trade secret" the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.07 SUBMISSION:

Bids must be submitted in a sealed envelope and be delivered to the submittal location listed on the Invitation to Bid cover sheet no later than the Bid Due Date and Time. Bidder must specify on the outside of the envelope the Invitation to Bid number, the Invitation to Bid title and the Bid Due Date and Time. **E-MAIL OR FACSIMILE BIDS WILL NOT BE ACCEPTED.**

7.08 MODIFICATION:

Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.

7.09 WITHDRAWALS:

A Bidder may withdraw their Bid by submitting a Written notice to the Administrative Contact identified in this Invitation to Bid prior to the Bid Due Date and Time. The Written notice must be on the Bidder's letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to OSU.

7.10 LATE SUBMITTALS:

Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. OSU may not accept or consider late Bids, modifications, or withdrawals except as permitted in OAR 580-061-0120.

7.11 BID OPENING:

Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids will be announced. No other information regarding the content of the Bids will be available.

7.12 BIDS ARE OFFERS:

The Bid is the Bidder's offer to enter into a Contract pursuant to the terms and conditions specified in the Invitation to Bid, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the Invitation to Bid.

7.13 CONTINGENT BIDS:

Bidder shall not make its Bid contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Invitation to Bid, its Exhibits, or Addenda.

7.14 RIGHT TO REJECT:

OSU may reject, in whole or in part, any Bid not in compliance with the Invitation to Bid, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Bids for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.

7.15 AWARDS:

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.16 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this Invitation to Bid, the Contract may be reviewed for legal sufficiency by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal sufficiency review may result in changes to the terms and conditions specified in the Invitation to Bid, Exhibits, and Addenda.

7.17 BID RESULTS:

A notice of intent to award containing the Bid results will be issued to all Bidders. The Bid file will be available for Bidder's review during the protest period at the PaCS Department. Bidders must make an appointment with the Administrative Contact to view the Bid file. After the protest period, the file will be available by making a Public Records Request to OSU.

7.18 BID PREPARATION COST:

OSU is not liable for costs incurred by the Bidder during the Invitation to Bid process.

7.19 BID CANCELLATION:

If an Invitation to Bid is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an Invitation to Bid is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of OSU's permanent Bid file.

7.20 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

Any Bidder who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Invitation to Bid number and title. The rules governing protests are at OAR 580-061-0145.

**EXHIBIT A
SAMPLE CONTRACT**

This Contract is between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University and its Telecommunications department ("OSU"), and (insert contractor) ("Contractor").

WHEREAS, OSU competitively solicited for the goods outlined in this Contract under JF160901B entitled Telecommunication Supplies and was selected as the bidder best able to provide these goods; and

WHEREAS, Contractor understands the requirements for the goods outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the goods;

NOW, THEREFORE, OSU and Contractor agree as follows:

1. CONTRACT TERM AND TERMINATION:

A. CONTRACT TERM.

This Contract is effective on the date of last signature and expires on one (1) year after last signature or the date all warranties have expired or the date Contractor has completed all goods in accordance with the requirements of this Contract, and the goods have been accepted by OSU.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished.

This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default, OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduce price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

2. REQUIRED GOODS, SERVICES, PRICING AND DELIVERY SCHEDULE.

Contractor shall deliver to OSU the following goods for the prices specified in this section.

- A. **GOODS.** (Prices are listed in the attached Attachment A)
Prices must be set for the entire contract term and there will be no additional charges, of any kind, including fuel surcharges, added during the contract term. All freight charges must be incorporated in the attached Price Sheet. Contractor shall stock a minimum of 50 patch cords of each type listed in the Price Sheet at all times during the term of the Contract.
- B. **SERVICES INCIDENTAL TO GOODS.**
NONE
- C. **DELIVERY.**
Contractor shall deliver goods F.O.B. Destination, Prepaid and Allowed. Responsibility and liability for loss or damage remain with the Contractor until final inspection and acceptance, when responsibility passes to OSU except as to latent defects, fraud and Contractor's warranty obligations. Deliveries for materials ordered under this contract must be made by a truck with a lift gate. It is imperative that delivery of materials be made within 48 hours after an order is placed.
- D. **NECESSARY COMPONENTS.**
Unless specified otherwise, Contractor shall include all components, hardware and parts necessary for complete and proper assembly, installation and operation of goods.
- E. **NEW AND UNUSED GOODS.**
Unless specified otherwise, Contractor shall deliver goods that are new, unused and produced from current production inventory. Contractor shall provide goods manufactured from only those components that the manufacturer offers in the manufacturer's current parts catalog for goods and carry full manufacturer warranties.
- F. **WARRANTIES.**
Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with specifications in the Solicitation Document. All implied or expressed warranty provisions of the Uniform Commercial Code, at ORS Chapter 72, are incorporated into this Contract. All warranties run to OSU.
- G. **NON-COMPLIANCE.**
If any goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Specifications, Contractor shall immediately notify OSU of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. OSU may elect to (a) reject goods in whole or in part, or (b) revoke its acceptance of goods in whole or in part. If OSU rejects goods or revokes its acceptance of goods, Contractor shall remove the particular goods from OSU's possession at no cost to OSU and shall reimburse OSU for all payments made for those goods.

3. PAYMENT:

- A. **GENERAL PAYMENT PROVISIONS.**
Contractor shall send invoices to OSU for goods and services delivered and accepted by OSU. Contractor shall include in each invoice:
 - a. The Contract number or Purchase Order number;
 - b. The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, the price per unit;

- c. A detailed description of any services performed, the dates services were performed, the rate or rates for services performed, and the total cost of services; and
- d. The total amount due and the payment remittance address.

Contractor shall send all invoices to OSU's Department Administrator or to the Department to which the goods or services were delivered if a Department Administrator is not specified.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance (ORS 293.462).

4. INSURANCE AND INDEMNIFICATION:

A. LIABILITY INSURANCE.

During the term of this Contract, Contractor shall maintain in force at its own expense the following insurances, if marked, to cover injury, death, errors, omissions or negligent acts related to the goods or services provided under this Contract in the amounts listed below.

- X Commercial General Liability
- Professional Liability
- X Automobile Liability

Contractor shall ensure that insurance policies are issued by an insurance carrier authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. Contractor shall ensure that OSU's employees and agents are included as additional insureds in said insurance policy.

Limit for any single claimant per occurrence:

- From commencement of the Contract term to June 30, 2012: \$1,700,000.
- July 1, 2012 to June 30, 2013: \$1,800,000.
- July 1, 2013 to June 30, 2014: \$1,900,000.
- July 1, 2014 to June 30, 2015: \$2,000,000.
- July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 3 (Senate Bill 311).

Limit for all claimants per occurrence:

- From commencement of the Contract term to June 30, 2012: \$3,400,000.
- July 1, 2012 to June 30, 2013: \$3,600,000.
- July 1, 2013 to June 30, 2014: \$3,800,000.
- July 1, 2014 to June 30, 2015: \$4,000,000.
- July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 3 (Senate Bill 311).

Property Damage:

- Limit for any single claimant per occurrence: \$101,400.
- Limits for all claimants per occurrence: \$506,900.
- This amount is effective on July 1, 2011 – June 30, 2012 and will be adjusted every year thereafter as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 5 (Senate Bill 311).

B. WORKERS' COMPENSATION.

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that

satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

C. PROPERTY INSURANCE.

The Contractor must maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is stored at OSU.

D. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.

E. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. In such case, Contractor shall ensure that the Certificate(s) specifies all additional insureds (or loss payees). Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

F. NOTICE OF CANCELLATION OR CHANGE.

Contractor shall not cause or permit any cancellation, material change, potential exhaustion of aggregate limits or notice of intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to OSU's Contract Administrator.

G. INDEMNITY AND RESPONSIBILITY FOR DAMAGES.

a. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.

b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.

c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

5. GENERAL TERMS AND CONDITIONS:

A. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU, the Oregon State Board of Higher Education, Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at anytime. Contractor shall bear the full cost of such independent third-party audit.

B. ASSIGNMENT/SUBCONTRACT/SUCCESSORS.

Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement and Contract Services Department, and any attempt by Contractor to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Contract, without first acquiring written approval of the OSU Procurement and Contract Services Department, is void. No such written approval from OSU relieves Contractor of any obligations of this Contract, however, and any assignee, new owner, transferee or subcontractor will be considered an agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

C. APPLICABLE LAW; JURISDICTION AND VENUE.

a. This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.

b. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.

c. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

D. COMPLIANCE WITH APPLICABLE LAW.

The parties shall at all times comply with all federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

E. CONFIDENTIALITY.

This Contract is subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505.

F. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

G. EXPORT CONTROL.

Contractor acknowledges that OSU has students and faculty who are foreign nationals who may work with the services, product or technology received from Contractor pursuant to this Contract. Contractor represents that it has informed OSU in writing, prior to executing this Contract if it is providing OSU any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List number(s) it is controlled.

H. FORCE MAJEURE.

Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

I. GOVERNMENT EMPLOYMENT STATUS:

Contractor certifies that it is not currently employed by the federal government and not an employee of OSU.

J. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265.

K. NOTICE.

All notices or other communications under this Contract must be in writing and, unless otherwise expressly set forth in this Contract, shall be delivered in person, by email (and confirmed by mail), first class mail, fax (and confirmed by mail), registered or certified mail, or overnight delivery service to the other party at its respective address, email address, or fax number set forth below. All notices are effective upon receipt by the party to be notified.

| | | |
|-----------------------------------|------|---------------------------------------|
| <u>OSU Contract Administrator</u> | and: | <u>OSU Departmental Administrator</u> |
| James Figgins | | Cinda DeVoe |
| Purchasing Analyst III | | Property Specialist |
| 644 SW 13 th Street | | 560 SW 15 th Street |
| Corvallis, OR 97333 | | Corvallis, OR 97331 |
| 541-737-6995 | | 541-713-3480 |
| 541-737-2170 | | |
| James.figgins@oregonstate.edu | | |

CONTRACTOR Contract Administrator

L. ORDER OF PRECEDENCE.

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

M. OSU NAME AND TRADEMARK.

Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's Office of University Advancement.

N. PARKING.

All Contractors, vendors and commercial vehicles on the OSU campus are required to have a permit to park, whether utilizing designated street parking or parking in the parking lots. Permits are available for purchase at Transit & Parking Services, located in Adams Hall, 606 SW 15th Street.

O. RECYCLABLE PRODUCTS.

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

P. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

Q. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon

Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

R. SEVERABILITY.

The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

S. SEXUAL HARASSMENT.

The State Board of Higher Education has adopted policies applicable to Contractors that prohibit sexual harassment, and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

T. SURVIVAL.

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

U. NO THIRD PARTY BENEFICIARY.

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties

V. WAIVER.

The waiver by either party of any breach of this Contract by the other party shall not waive subsequent breaches of the same or different kind. The failure of either party to enforce any rights under this Contract in a particular instance shall not operate as a waiver of said party's right to enforce the same or different rights in subsequent instances.

W. ENTIRE CONTRACT.

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

6. CERTIFICATIONS AND SIGNATURES:

This Contract must be signed in ink by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
- C. Pursuant to OAR 580-061-0030, Contractor certifies that Contractor has not discriminated against

Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;

- D. The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

CONTRACTOR:

Signature: _____

Date: _____

By: _____

Title: _____

OSU:

Signature: _____

Date: _____

By: _____

Title: _____

ATTACHMENT A

(INSERT PRICE SHEET HERE)

**EXHIBIT B
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid; and
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Bid.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Bidder is awarded a contract from this Invitation to Bid, Bidder hereby (check one)

- agrees
 disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone: (____) _____

Title: _____ Fax: (____) _____

FEIN ID# or SSN# (required): _____ Email: _____

Company: _____

Address, City, State, Zip: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

Minority, Women & Emerging Small Business (MWESB) Certified Firm: Yes No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: _____

**EXHIBIT C
REFERENCES**

REFERENCE 1

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 2

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 3

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

**EXHIBIT D
 BID PRICE FORM**

COMPANY _____

Page 1 of 6

| VENDOR | PART # | DESCRIPTION | COLOR | QTY | UOM | PRICE |
|-----------|-------------------------|---|--------------|---------------------------------|-----|-------|
| Berk-Tek | 10032040 | Cat 3 Plenum UTP 10032040 | Grey | 15,000 | FT | |
| Berk-Tek | 10032097 LAN-mark 1000 | Cat 6 Plenum UTP 10032097 | Green | 20,000 | FT | |
| Berk-Tek | 10163780 LAN-grade 2000 | Cat 6E Plenum UTP 10163780 Reel in Box | Blue | 10,000 | FT | |
| Berk-Tek | PDP06EB3010/25 | Indoor, 6 strand plenum, 50 micron, 10 Gig, LOMMF | | (order lengths vary) 2000 | FT | |
| Berk-Tek | PDP12EB3010/25 | Indoor, 12 strand plenum, 50 micron, 10 Gig, LOMMF | | (order lengths vary) 2000 | FT | |
| Berk-Tek | PDP006-AB0707 | Indoor, 6 strand plenum, single mode glass | | (order lengths vary) 2000 | FT | |
| Berk-Tek | PDP012-AB0707 | Indoor, 12 strand plenum, single mode glass | | (order lengths vary) 2000 | FT | |
| Corning | 006EW4-T4101D20 | Loose Tube, Altos 6 strand single mode fiber Gel-free | | (order lengths vary) 2000 | FT | |
| Corning | 036EW4-T4101D20 | Loose Tube, Altos 36 strand SM fiber Gel- free | | (order lengths vary) 2000 | FT | |
| Carlton | CF4X4C-5200 carlon | Plenum rated 1" Interduct, Corugated w/pull string | White | (order lengths vary) 2000 | FT | |
| Corning | 95-050-99-x | Unicam LC, 50 micron connector for LOMMF | | 10 | EA | |
| Corning | 95-200-99 | Unicam LC, single mode connector for LOMMF | | 10 | EA | |
| Ortronics | OR-30200140 | Cable Mgmt 110 Jumper Trough | Ivory | 10 | EA | |
| Ortronics | OR-40300185 | Surface mount box, Single Gang | Fog White | 100 | EA | |
| Ortronics | OR-40300186 | Surface mount box, Double Gang | Fog White | 10 | EA | |
| Ortronics | OR-40300545 | Faceplate, TracJack, 6Hole | Fog White | 100 | EA | |
| Ortronics | OR-40300554 | Faceplate, TracJack, 8Hole | Fog White | 10 | EA | |
| Ortronics | OR-40300555 | Faceplate, TracJack, 6Hole | Fog White | 10 | EA | |
| Ortronics | OR-404TJ2 | TracJack SMB 2 Port | Fog White | 100 | EA | |
| Ortronics | OR-40800017 | 106 Baseplate, 2 TracJack Frame | Fog White | 10 | EA | |
| Ortronics | OR-40800019 | 106 Baseplate, 4 TracJack Frame | Fog White | 10 | EA | |
| Ortronics | OR-42100002 | Blank Insert Kit of 10 per pk | Fog White | 200 | PK | |
| Ortronics | OR-63700006 | Video, RG6,TracJack F Conn F/F | Fog White | 25 | EA | |
| Ortronics | OR-63730003 | Voice, category 3, jack RJ45, 8 Pos. | Fog White | 200 | EA | |
| Ortronics | OR-70700070 | Tape, Adhesive Double Back 3.00 x | | 10 | EA | |

| VENDOR | PART # | DESCRIPTION | COLOR | QTY | UOM | PRICE |
|-----------|--|---|--------|-----|-----|-------|
| Ortronics | OR-TJ5E00-23 | Category 5e, jack RJ45, 8 Pos. | Orange | 50 | EA | |
| Ortronics | OR-TJ600-25 | Data, category 6, jack, Clarity, RJ45, 8 Pos. | Green | 300 | EA | |
| Ortronics | OR-TJ600-26 | Data, category 6, jack, Clarity, RJ45, 8 Pos. | Blue | 25 | EA | |
| Ortronics | OR-PHD66U24 | 24-port Clarity Cat 6 patch panel HD | | 10 | EA | |
| Ortronics | OR-PHD66U48 | 48-port Clarity Cat 6 patch panel HD | | 10 | EA | |
| Ortronics | OR-PHA66U24 | Angled 24-port Clarity Cat 6 Patch Panel w/6 port modules | | 5 | EA | |
| Ortronics | OR-PHA66U48 | Angled 48-port Clarity Cat 6 Patch Panel w/6 port modules | | 5 | EA | |
| Ortronics | OR-PMP612H | CAT6 Mini 12 Port Hinged Mounting | | 10 | EA | |
| Ortronics | OR-PSD66U12 | 12 Port, 110/6Port Cat 6 Patch Panel | | 4 | EA | |
| Ortronics | OR-MM6710 | Mighty Mo 6 Rack 10.5 Deep | Black | 2 | EA | |
| Ortronics | OR-MM6VMD710 | Mighty Mo 6 VerticalWire Manager | Black | 4 | EA | |
| ORtronics | OR-MM6BLC | Mighty MO 6 Bend Limiting Clip Package of 12 | Black | 1 | EA | |
| Ortronics | OR-604004645 | Wall mounted hinged rack | Black | 1 | EA | |
| Ortronics | OR-808004759 | 1.75" horizontal wire manager | | 10 | EA | |
| Ortronics | OR-808004818 | 3.5" horizontal wire manager 4.3"D | | 20 | EA | |
| | Pricing must cover all colors for Patch Cords (Green, Gray, White, Blue, Yellow) | | | | | |
| Ortronics | OR-MC601-05 | Mod Cord Category 6, 1 FT. | Green | 100 | EA | |
| Ortronics | OR-MC602-05 | Mod Cord Category 6, 2 FT. | Green | 100 | EA | |
| Ortronics | OR-MC603-05 | Mod Cord Category 6, 3 FT. | Green | 200 | EA | |
| Ortronics | OR-MC604-05 | Mod Cord Category 6, 4 FT. | Green | 400 | EA | |
| Ortronics | OR-MC605-05 | Mod Cord Category 6, 5 FT. | Green | 200 | EA | |
| Ortronics | OR-MC606-05 | Mod Cord Category 6, 6 FT. | Green | 500 | EA | |
| Ortronics | OR-MC607-05 | Mod Cord Category 6, 7 FT. | Green | 500 | EA | |
| Ortronics | OR-MC608-05 | Mod Cord Category 6, 8 FT. | Green | 500 | EA | |
| Ortronics | OR-MC609-05 | Mod Cord Category 6, 9 FT. | Green | 500 | EA | |
| Ortronics | OR-MC610-05 | Mod Cord Category 6, 10 FT. | Green | 500 | EA | |
| Ortronics | OR-MC612-05 | Mod Cord Category 6, 12 FT. | Green | 500 | EA | |
| Ortronics | OR-MC615-05 | Mod Cord Category 6, 15 FT. | Green | 400 | EA | |

| VENDOR | PART # | DESCRIPTION | COLOR | QTY | UOM | PRICE |
|-----------|-----------------|--|-------|-----|-----|-------|
| Ortronics | OR-MC616-05 | Mod Cord Category 6, 16 FT. | Green | 150 | EA | |
| Ortronics | OR-MC620-05 | Mod Cord Category 6, 20 FT. | Green | 200 | EA | |
| Ortronics | OR-MC625-05 | Mod Cord Category 6, 25 FT. | Green | 200 | EA | |
| Ortronics | OR-MC630-05 | Mod Cord Category 6, 30 FT. | Green | 50 | EA | |
| Ortronics | OR-MC640-05 | Mod Cord Category 6, 40 FT. | Green | 10 | EA | |
| Ortronics | P1DF2LRGZGZ001M | 50 micron 10 gig Duplex LC/LC Patch Cord 1 meter LOMMF | Aqua | 50 | EA | |
| Ortronics | P1DF2LRGZGZ002M | 50 micron 10 gig Duplex LC/LC Patch Cord 2 meter LOMMF | Aqua | 25 | EA | |
| Ortronics | P1DF2LRGZGZ003M | 50 micron 10 gig Duplex LC/LC Patch Cord 3 meter LOMMF | Aqua | 25 | EA | |
| Ortronics | P1DF2LRGZGZ004M | 50 micron 10 gig Duplex LC/LC Patch Cord 4 meter LOMMF | Aqua | 20 | EA | |
| Ortronics | P1DF2LRGZGZ005M | 50 micron 10 gig Duplex LC/LC Patch Cord 5 meter LOMMF | Aqua | 25 | EA | |
| Ortronics | P1DF2LRGZGZ006M | 50 micron 10 gig Duplex LC/LC Patch Cord 6 meter LOMMF | Aqua | 20 | EA | |
| Ortronics | P1DF2LRGZGZ007M | 50 micron 10 gig Duplex LC/LC Patch Cord 7 meter LOMMF | Aqua | 20 | EA | |
| Ortronics | P1DF2LRGZGZ008M | 50 micron 10 gig Duplex LC/LC Patch Cord 8 meter LOMMF | Aqua | 5 | EA | |
| Ortronics | P1DF2LRGZGZ010M | 50 micron 10 gig Duplex LC/LC Patch Cord 10 meter LOMMF | Aqua | 6 | EA | |
| Ortronics | P1DF2LRFZGZ002M | 50 micron 10 gig Duplex SC/SC Patch Cord 2 meter LOMMF | Aqua | 2 | EA | |
| Ortronics | P1DF2LRFZGZ001M | 50 micron 10 gig Duplex SC/LC Patch Cord 1 meter LOMMF | Aqua | 6 | EA | |
| Ortronics | P1DF2LRFZGZ002M | 50 micron 10 gig Duplex SC/LC Patch Cord 2 meter LOMMF | Aqua | 6 | EA | |
| Ortronics | P1DF2LRFZGZ003M | 50 micron 10 gig Duplex SC/LC Patch Cord 3 meter LOMMF | Aqua | 6 | EA | |
| Ortronics | P1DF2LRFZGZ004M | 50 micron 10 gig Duplex SC/LC Patch Cord 4 meter LOMMF | Aqua | 6 | EA | |
| Ortronics | P1DF2LRFZGZ005M | 50 micron 10 gig Duplex SC/LC Patch Cord 5 meter LOMMF | Aqua | 10 | EA | |
| Ortronics | P1DF2LRFZGZ007M | 50 micron 10 gig Duplex SC/LC Patch Cord 7 meter LOMMF | Aqua | 5 | EA | |

| VENDOR | PART # | DESCRIPTION | COLOR | QTY | UOM | PRICE |
|-----------|-----------------|--|--------|-----|-----|-------|
| Ortronics | P1DF2LRFZGZ008M | 51 micron 10 gig Duplex SC/LC Patch Cord 8 meter LOMMF | Aqua | 5 | EA | |
| Ortronics | P1DF2LREZGZ001M | 50 micron 10 gig Duplex ST/LC Patch Cord 1 meter LOMMF | Aqua | 5 | EA | |
| Ortronics | P1DF2LREZGZ005M | 50 micron 10 gig Duplex ST/LC Patch Cord 5 meter LOMMF | Aqua | 1 | EA | |
| Corning | 040402R5120001M | Singlemode Duplex LC/LC Patch Cord 1 meter | Yellow | 30 | EA | |
| Corning | 040402R5120002M | Singlemode Duplex LC/LC Patch Cord 2 meter | Yellow | 30 | EA | |
| Corning | 040402R5120003M | Singlemode Duplex LC/LC Patch Cord 3 meter | Yellow | 10 | EA | |
| Corning | 040402R5120004M | Singlemode Duplex LC/LC Patch Cord 4 meter | Yellow | 10 | EA | |
| Corning | 040402R5120005M | Singlemode Duplex LC/LC Patch Cord 5 meter | Yellow | 10 | EA | |
| Corning | 040402R5120006M | Singlemode Duplex LC/LC Patch Cord 6 meter | Yellow | 4 | EA | |
| Corning | 040402R5120008M | Singlemode Duplex LC/LC Patch Cord 8 meter | Yellow | 15 | EA | |
| Corning | 040402R5120010M | Singlemode Duplex LC/LC Patch Cord 10 Meter | Yellow | 4 | EA | |
| Corning | 047202R5120001M | Singlemode Duplex SC/LC Patch Cord 1 Meter | Yellow | 15 | EA | |
| Corning | 047202R5120002M | Singlemode Duplex SC/LC Patch Cord 2 Meter | Yellow | 15 | EA | |
| Corning | 047202R5120003M | Singlemode Duplex SC/LC Patch Cord 3 Meter | Yellow | 6 | EA | |
| Corning | 047202R5120005M | Singlemode Duplex SC/LC Patch Cord 5 Meter | Yellow | 10 | EA | |
| Corning | 047202R5120007M | Singlemode Duplex SC/LC Patch Cord 7 Meter | Yellow | 10 | EA | |
| Corning | 046102R5120001M | Singlemode Duplex ST/LC Patch Cord 1 Meter | Yellow | 1 | EA | |
| Corning | 046102R5120002M | Singlemode Duplex ST/LC Patch Cord 2 Meter | Yellow | 1 | EA | |
| Corning | 046102R5120004M | Singlemode Duplex ST/LC Patch Cord 4 Meter | Yellow | 1 | EA | |
| Ortronics | P1DA2BRGZGZ001M | 62.5 Duplex LC/LC Patch Cord 1 meter | Orange | 5 | EA | |
| Ortronics | P1DA2BRGZGZ002M | 62.5 Duplex LC/LC Patch Cord 2 meter | Orange | 5 | EA | |
| Ortronics | P1DA2BRFZFZ001M | 62.5 Duplex SC/SC Patch Cord 1 meter | Orange | 2 | EA | |

| VENDOR | PART # | DESCRIPTION | COLOR | QTY | UOM | PRICE |
|-------------|------------------|--|--------|-----|-----|-------|
| Ortronics | P1DA2BRFZFZ002M | 62.5 Duplex SC/SC Patch Cord 2 meter | Orange | 2 | EA | |
| Ortronics | P1DA2BRFZFZ003M | 62.5 Duplex SC/SC Patch Cord 3 meter | Orange | 2 | EA | |
| Ortronics | P1DA2BRFZFZ004M | 62.5 Duplex SC/SC Patch Cord 4 meter | Orange | 2 | EA | |
| Ortronics | P1DA2BRFZFZ005M | 62.5 Duplex SC/SC Patch Cord 5 meter | Orange | 2 | EA | |
| Ortronics | P1DA2BREZFFZ001M | 62.5 Duplex ST-SC Patch Cord 1 meter | Orange | 4 | EA | |
| Ortronics | P1DA2BREZFFZ002M | 62.5 Duplex ST-SC Patch Cord 2 meter | Orange | 4 | EA | |
| Ortronics | P1DA2BREZFFZ003M | 62.5 Duplex ST-SC Patch Cord 3 meter | Orange | 2 | EA | |
| Ortronics | P1DA2BREZFFZ004M | 62.5 Duplex ST-SC Patch Cord 4 meter | Orange | 4 | EA | |
| Ortronics | P1DA2BREZFFZ005M | 62.5 Duplex ST-SC Patch Cord 5 meter | Orange | 4 | EA | |
| Ortronics | P1DA2BREZFFZ008M | 62.5 Duplex ST-SC Patch Cord 8 meter | Orange | 2 | EA | |
| Ortronics | P1DA2BRFZGZ001M | 62.5 Duplex SC-LC Patch Cord 1 meter | Orange | 4 | EA | |
| Ortronics | P1DA2BRFZGZ002M | 62.5 Duplex SC-LC Patch Cord 2 meter | Orange | 4 | EA | |
| Ortronics | P1DA2BRFZGZ003M | 62.5 Duplex SC-LC Patch Cord 3 meter | Orange | 4 | EA | |
| Ortronics | P1DA2BREZGZ001M | 62.5 Duplex ST-LC Patch Cord 1 meter | Orange | 4 | EA | |
| Ortronics | P1DA2BREZGZ002M | 62.5 Duplex ST-LC Patch Cord 2 meter | Orange | 4 | EA | |
| Ortronics | P1DA2BREZGZ003M | 62.5 Duplex ST-LC Patch Cord 3 meter | Orange | 4 | EA | |
| Ortronics | P1DA2BREZGZ005M | 62.5 Duplex ST-LC Patch Cord 5 meter | Orange | 4 | EA | |
| Ortronics | P1DA2BREZEZ002M | 62.5 Duplex ST-ST Patch Cord 2 meter | Orange | 2 | EA | |
| Plantronics | M22 | Vista Amplifier | | 5 | EA | |
| Plantronics | H41N | Mirage Headset | | 5 | EA | |
| Plantronics | HW251N | Supra Headset | | 5 | EA | |
| Plantronics | HW261N | Supra 2 Ear Headset | | 5 | EA | |
| Plantronics | CS540 | 1.9 GHZ Wireless Office Headset | | 10 | EA | |
| Plantronics | APV-63 | Electronic Hook Switch Cable | | 10 | EA | |
| Commscope | 103 786 240 | Adapter 451A-50 | | 50 | EA | |
| Panduit | LD10IW8-A | Pan-Way Type LD Surface Raceway 8 Foot | | 640 | STK | |
| Panduit | CFX10IW-X | Coupler fitting for use with LD10 raceway | | 100 | EA | |
| Panduit | RAFC10IW-X | Right angle fitting for use with LD10 raceway | | 50 | EA | |
| Panduit | ICFC10IW-X | Inside corner fitting for use with LD10 raceway | | 50 | EA | |
| Panduit | OCFX10IW-X | Outside corner fitting for use with LD10 raceway | | 50 | EA | |

| VENDOR | PART # | DESCRIPTION | COLOR | QTY | UOM | PRICE |
|-------------------|---------------------|--|-------|------|-----|-------|
| Panduit | TFC10IW-X | Tee fitting for use with LD10 raceway | | 50 | EA | |
| Panduit | ECFX10IW-X | End cap for use with LD10 raceway | | 50 | EA | |
| Panduit | DCF10IW-X | Drop Ceiling for use with LD10 raceway | | 50 | EA | |
| Panduit | PLT2S-M | Pan-Ty Cable Ties 7.4" Pack of 1000 | | 2000 | PKG | |
| Panduit | PLT3S-M | Pan-Ty Cable Ties 11.5" Pack of 1000 | | 1000 | PKG | |
| Mighty Mo Cabinet | OR-MMC4232341-00011 | Cabinet | | 1 | EA | |
| Chatsworth | TS1012719 | Teraframe | | 1 | EA | |
| Chatsworth | TS1012847 | Teraframe | | 1 | EA | |
| | | | | | | |
| | | | | | | |

| | | | | | | | |
|--|--|--|--|--|--|--------------|--|
| | | | | | | TOTAL | |
|--|--|--|--|--|--|--------------|--|

VENDOR SIGNATURE:
By signature below the undersigned certifies that they are authorized to act on behalf of the bidder and will comply with all aspects of the quote herein.

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |