Scope of Work

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I. SCOPE OF SOLICITATION

Clemson University is seeking an annual contract for TE Connectivity (Tyco) supplies and parts for an existing embedded base and future projects. Clemson University Network Services and Telecommunications is part of Clemson Computing and Information Technology (CCIT). This unit provides the infrastructure for the Clemson computing network and services related to telephone, data, video and security communications. Clemson University’s intent is to increase efficiency, reduce the complexity and cost of the procurement of TE Connectivity supplies/parts, decrease turnaround time, and to develop and implement a system that facilitates and assures a smooth process for all functions relative to the procurement of these supplies/parts.

AWARD

Award will be made to one Offeror. Award will be made to the lowest responsible and responsive bidder(s).

CALCULATING THE LOW BID

The low bid will be calculated as follows:

The sum total of the spreadsheet for TE Connectivity (Tyco) supplies/parts will be considered to be the Grand Total. The Grand Total will determine the lowest responsive and responsible bidder. This total is highlighted in yellow on the spreadsheet, Section VI, Bidding Schedule. This spreadsheet may be found under the “Response Attachments” tab of the online bidding system.

The discount from MSRP (list price) for remaining TE Connectivity (Tyco) supplies/parts not included on the spreadsheet will be considered the category “Other.” Offerors must enter the percentage discount from the MSRP (list price) for “Other” supplies/parts on the spreadsheet. The individual items listed on the spreadsheet make up approximately 95% of the purchases that will be made against this contract while the “Other” supplies/parts make up the other approximately 5% of the purchases made against this contract. The formula used to calculate the “Other” products reflect 5% of purchases for evaluation. All discounts shall apply to the quantity ordered and will be firm, net, delivered. The percentage is to include all factors necessary to the bidder, such as overhead, profit, handling and delivery charges, less stated otherwise herein.
MAXIMUM CONTRACT PERIOD - ESTIMATED

Initial Contract Term: 06/05/2014 End date: 06/04/2015.
Maximum Contract Term: 06/05/2014 End date: 06/04/2019

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award.

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. For bids where award statement is not required, the effective date of the contract will be the issue date on the Purchase Order. For continuing contracts the initial term of this agreement is one (1) year from the effective date as stated on the award document. At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the University elects not to renew the contract at least thirty (30) days prior to the date of renewal. Said renewals may be less than, but will not exceed, four (4) additional one year periods. Regardless, this contract expires no later than the last date stated on the final statement of award.

CONTRACT VALUE

Quantities identified in Section VI, Bidding Schedule, are estimated annual quantities that were purchased in 2013. Actual quantities will vary. Contract value may not exceed $2M over lifetime or five-year term, whichever comes first.

II. INSTRUCTIONS TO OFFERORS

1. INFORMATION FOR OFFERORS TO SUBMIT - In addition to information requested elsewhere in this solicitation, Offerors should submit the following information for purposes of evaluation:

   A. SUBMITTING YOUR PROPOSAL: Regardless of specific requirements below or in this document, Offerors are required to submit their offer electronically through the Clemson University online bidding system. To do so you must login (registering first) at https://sciquest.ionwave.net/prod/default.aspx?company=clemson, and follow specific instructions for this solicitation. Do NOT simply email or mail in bid based on this scope of work document. You must attach any bid information in addition to your pricing in the Response Attachments tab of the online bidding system.

   B. SECTION VI, BIDDING SCHEDULE: Offerors must complete Section VI, Bidding Schedule (Excel Spreadsheet), which may be found under “Attachments” tab of online bidding system and re-attach completed spreadsheet as part of bid response. Offerors must complete a percentage discount off MSRP (list price) for all items. Offerors must also complete the percentage off MSRP (list price) for the category “Other” at the bottom of the spreadsheet. Offerors must transfer the Total highlighted in yellow at the bottom of Section VI, Bidding Schedule to Total Price in online bidding system for evaluation purposes. All Offerors must complete Section VI, Bidding Schedule, and re-attach to the “Response Attachments” tab in online bidding system for evaluation purposes. Failure to do so, will result in rejection of offer.
C. QUALIFICATIONS: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror’s responsibility, the State Standards of Responsibility (R.19-445.2125) and information from any other source may be considered. An Offeror must, upon request of Clemson University, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

S.C. Code Section 11-35-1810. (05-5005-1)

QUALIFICATIONS: REQUIRED INFORMATION:

In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offer and any subcontractor, if the value of subcontractor’s portion of the work exceeds 10% of your price (if in doubt, provide the information):

1) Include a brief history of the offeror’s experience in providing work of similar size and scope.
2) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization.
3) List of failed projects, suspensions, debarments, and significant litigation.

2. EPROCUREMENT: The Awarded Offeror agrees to work with the University and the University’s third-party service provider, if the University so requests, to provide an electronic catalog of products contracted for under this procurement. This catalog will provide a way for you to more efficiently sell to and service Clemson University, while providing the University a mechanism to drive compliance and spend to this contract. Clemson incurs a cost of $1,800 to integrate your catalog to our system that the Awarded Offeror will reimburse to Clemson when the integration is complete. This cost is completely outside of the scope of this bid and is in no way considered in bid evaluations.

III. SCOPE OF WORK / SPECIFICATIONS

1. Introduction:

Clemson Computing and Information Technology (CCIT) is the primary provider of computing and information technology resources, services and support to Clemson University and its affiliates. CCIT also provides telecommunications services to the university and maintains several enterprise applications and databases for the state of South Carolina.

CCIT exists to ensure that all faculty, staff and students have the information technology tools, services, infrastructure and support to carry out the university’s tri-fold mission of research, education and service. Working in conjunction with the entire university community, CCIT provides direction, planning and deployment of IT and communication services and networks that are reliable, capable and scalable.

In order for CCIT to extend its information technology infrastructure to locations on and off campus across the State of South Carolina and continue to service its customers, it is imperative to establish a source of supply for our TE Connectivity (Tyco) supplies/parts.
2. **Purpose:**

Clemson University’s intent is to increase efficiency, reduce the complexity and cost of the procurement of TE Connectivity supplies/parts, decrease turnaround time, and to develop and implement a system that facilitates and assures a smooth process for all functions relative to the procurement of these supplies/parts.

Clemson University currently has an embedded base of TE Connectivity (Tyco) parts/supplies acquired while servicing departments on and off campus. Telecommunications and Network Services also have a storeroom which houses many parts/supplies to complete ongoing projects as well as future projects. To ensure compatibility and maintain standards, Clemson University would like to continue purchasing this same brand of parts/supplies. Therefore, alternates will not be accepted.

3. **Requirements:**

   A. **Categories**

   TE Connectivity (Tyco) supplies/parts to include a percentage off MSRP (list price) for items included in the following categories:

   1) CAT 6A Shielded Material
   2) CAT 6A Un-Shielded Materials
   3) CAT 6 Materials
   4) Universal Products Shielded and Non-Shielded
   5) Other

   B. **Product Listing**

   A product list for Clemson’s most frequently utilized supplies/parts has been included for each category above in Section VI, Bidding Schedule (Excel Spreadsheet). Offerors must complete a percentage off MSRP (list price) for each item listed in these categories as outlined in the Bidding Schedule. This percentage off MSRP (list) will apply to each item for the duration of the contract. Clemson will pay for all supplies/parts within each category based on the percentage off MSRP (list price) offered. MSRP (list pricing) has been completed on the spreadsheet for each item. This is TE Connectivity’s (Tyco’s) MSRP (list prices).

   C. **Pricing**

   The MSRP (list price) in the manufacturer’s catalog will be a firm fixed price from January 1, 2014 – December 31, 2014. Contractor shall not change any pricing/data to include the punch-out catalog until Clemson University Procurement Services approves any submitted price increases in accordance with the price adjustment clauses referenced in our terms and conditions in the online bidding system.

   All services outlined herein shall be included in the percent discount and encompassing spreadsheet (no additional costs will be paid, except as allowed for under the Delivery Services Clause).
D. Delivery

1) All items must be quoted FOB destination, freight included in pricing.
2) Deliveries will be made between the hours of 8:00 AM ET – 4:30 PM ET, Monday through Friday.
3) Standard delivery is 7 business days from the placement of order or ARO, whichever is sooner, for in-stock items.
   The delivery fill rate is 96% for in-stock items.
4) Backorder delivery is 15 business days from the placement of the original order or ARO, whichever is sooner for non-stock items.
5) If Clemson University requests delivery sooner than the time specified above, Contractor may invoice any additional shipping charges approved by Clemson University on the purchase order.
6) The Contractor is responsible for making details of late deliveries known immediately to Clemson University. Clemson University reserves the right to request an ad hoc report from the Contractor to monitor delivery performance.
7) In the event deliveries are not received within the 7 and 15 business day requirements, the Contractor may be held in “default” and its contract terminated.
8) Deliveries shall be FOB destination, freight prepaid. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to Clemson University. Any claim for loss or damage shall be between the contractor and the carrier.
9) Individual orders for less than $50 are exempt from FOB requirements. The contractor shall ship these orders prepaid, and add no more than $10 shipping and handling charge to the invoice as a separate charge and include in the invoice total for payment by Clemson University.
10) Order fill rate shall be maintained at 96% or greater. Order fill rate is defined as “the number of line items on an order filled completely as ordered divided by the total number of lines items on an order.” Clemson University reserves the right to request an ad hoc report from the Contractor to monitor order completeness. In the event orders are not filled at a 96% or greater level, the contractor may be held in default and their contract terminated.
E. Inspection and Acceptance of Orders

1) Inspection and acceptance of the individual orders will be the responsibility of the end user at the time of delivery. If instances arise where this is not feasible, users shall report discrepancies within twenty-four (24) hours after receipt to the contractor. Discrepancies may be resolved either by issuing debits/credits on the next invoice, or by physically taking back or reissuing necessary products. In either case, the contractor should specify the method. Return of stock items ordered in error will be 100% at no charge if the product is returnable in saleable condition within twenty-one (21) days: saleable condition includes the original manufacturer’s box and all packaging in good condition. Return of defective items will be 100% at no charge. Contractor representative must be available to resolve all delivery, ordering, invoicing problems and any other related discrepancies.

F. Warranty

1) Clemson University must receive manufacturer’s warranty on all items.

G. Product Recall

1) In submitting your offer, Bidder expressly assumes full responsibility for prompt notification to the user of any product recall in accordance with the applicable state or federal regulations.

H. Descriptive Literature

1) Contractor is required, within 5 business days of the request of any user and at no charge to user, to provide user with product catalogs and descriptive literature if requested. Catalogs must contain all categories of products, and pertinent descriptive and ordering information and up to date and accurate. Catalog should include policies and instructions with regards to ordering procedures, pricing, back order policy, delivery of merchandise procedure, and return of merchandise policy. Contractor is required to provide the user with all information pertinent to the placement of and payment for orders. This information must be consistent with the terms and conditions stated within this solicitation.

2) Catalogs must contain the Manufacturer’s Suggested Retail Price (List Price) for all products. Supplies/Parts covered under the terms of this contract will be sold to Clemson University at the percentage discount from the Manufacturer’s Suggested Retail Price (List Price) and the Excel Spreadsheet, which includes specific products. The catalog includes those items not specifically excluded from this contract.

I. No Substitutions

1) No substitutions of catalog items shall be authorized unless previously agreed to by Clemson University. Contractor may deliver equivalent merchandise if requested items are not available when required, but acceptance or rejection is the prerogative of Clemson University. Prior authorization must be obtained prior to delivery.
J. Customer Support/User Support

1) Contractor shall provide a customer support sales representative for Clemson University. This sales representative may support multiple users. Users shall have access to their corresponding customer service representative during normal business hours of every business day (8:00 AM ET to 4:30 PM ET). When the primary point of contact is not available, the Contractor shall provide sufficient backup to provide customer service to users. User inquiries by phone, email, or fax shall be addressed within 1-2 business days.

K. Ordering Information

1) Contractor will accept orders by phone (toll-free), fax modem, hard copy, or an electronic media provided by the Contractor. All orders must be filled on an individual basis as required, with an itemized packing slip and/or delivery memo included with the order. The packing slip must identify Clemson University, the department within Clemson University, the name of the authorized person ordering, order number accounting information, number of packages, department phone number, delivery point, purchase order number and contents of packages. An authorized representative of the department must approve all delivery memos.

L. Service

1) Clemson University will expect the Contractor to cooperate in order to insure the highest quality service.

2) Clemson University and the Contractor will adjust and refine the services with the needs of the users in mind and, in addition to the above, any other changes or adjustments required for excellence in service. This will be accomplished at the discretion of Clemson University utilizing written adjustments to the contract.

3) The Contractor will provide prompt, efficient and courteous service and avoid undue interference with Clemson University operations in providing the products requested herein.

4) Contractor shall provide a sufficient number of employees who are knowledgeable and responsive to customer needs and who can effectively service the contract. This shall include issues of a technical nature, general problem solving, offering information and answering questions. Contractor will be required to provide services as outlined herein in accordance with all the terms, provisions, conditions and specifications. The service representatives must be employed by the contractor or designated by him as authorized representatives on a full-time basis and not as a subcontractor, unless approve by Clemson University.

5) All personnel shall be easily identifiable (i.e. uniform, identification badge). All contractor personnel shall be of good character as decided by the contractor and Clemson University. With the exception of the requirements of this contract, personnel shall not remove any article from any facility regardless of its value and regardless of any employee’s permission.
M. Reports

1) The Contractor shall provide two semi-annual reports to Clemson University Procurement Services Office. The report will cover the periods of January 1 to June 30 and July 1 to December 31 of each year prospectively. Reports will be due within thirty (30) working days after the end of each six month period. The report will reflect the manufacture item number, item description, number of items sold, unit of measure, UOM price, and the total price for the items purchased for that six-month period. The report will include the semi-annual reporting period plus a continuous report of all items purchased with the same information listed above.

N. Packaging

1) All packaging shall conform to the current standards, acceptable by the trade and ICC regulations.

O. Palletizing

1) Palletized products must be furnished on hardwood pallets.

P. Shipping

1) The Contractor shall be required to maintain or have available for his own use an inventory sufficient to make shipment with the time stated in the bid.

2) The Contractor must have a minimum: 25,000 feet of both 6A blue copper plenum and non-plenum rated and 6,000 feet of both 6A white copper plenum and non-plenum rated in warehouse at all times.

3) Offerors should have developed plans (at time of bid submission) necessary for processing requests for Rush Order/Shipments in order to accommodate some special customer needs.

4) Failure to ship according to the special conditions and provision outlined will be cause for termination of the contract.

IV. TERMS AND CONDITIONS – SPECIAL
N/A

V. APPENDICES TO SCOPE OF WORK
N/A

VI. BIDDING SCHEDULE

Offerors must complete Section VI, Bidding Schedule (Excel Spreadsheet), which may be found under “Attachments” tab of online bidding system and re-attach completed spreadsheet as part of bid response. Offerors must complete a percentage discount off MSRP (list price) for all items in each category. Offerors must also complete the percentage off MSRP (list price) for the category “Other” at the bottom of the spreadsheet. Offerors must transfer the Total highlighted in yellow at the bottom of Section VI, Bidding Schedule to Total Price in online bidding system for evaluation purposes. All Offerors must complete Section VI, Bidding Schedule, and re-attach to the “Response Attachments” tab in online bidding system for evaluation purposes. Failure to do so, will result in rejection of offer.
VI. Bidding Schedule
Sealed Bid #40543892

Please note that quantities listed in table below are estimates based on annual usage in 2013. Orders will be placed against this contract periodically throughout the year. Although actual quantities purchased will vary, percentage discount off list for each line item will remain fixed for the contract term.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Category/Description</th>
<th>Part Number</th>
<th>Estimated Annual Quantity</th>
<th>UOM</th>
<th>MSRP (List Price)</th>
<th>% Discount off MSRP (List)</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>CAT 6A SHIELDED MATERIALS</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td>1</td>
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CAT 6A UN-SHIELDED MATERIALS

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<th>Category/Description</th>
<th>Part Number</th>
<th>Estimated Annual Quantity</th>
<th>UOM</th>
<th>MSRP (List Price)</th>
<th>% Discount off MSRP (List)</th>
<th>Unit Price</th>
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<td>TCPC-6RV8-xxxx4F</td>
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<td>EA</td>
<td>$111.68</td>
<td>0.00%</td>
<td>$111.68</td>
<td>$279,200.00</td>
</tr>
<tr>
<td>44</td>
<td>Cat 6 Patch Cord 568 10P (X-dentes color)</td>
<td>TCPC-6RV8-xx10F</td>
<td>2,000</td>
<td>EA</td>
<td>$12.94</td>
<td>0.00%</td>
<td>$12.94</td>
<td>$25,880.00</td>
</tr>
<tr>
<td>45</td>
<td>Cat 6 Patch Cord 568 15F (X-dentes color)</td>
<td>TCPC-6RV8-xx15F</td>
<td>1,000</td>
<td>EA</td>
<td>$15.08</td>
<td>0.00%</td>
<td>$15.08</td>
<td>$15,080.00</td>
</tr>
</tbody>
</table>
### UNIVERSAL PRODUCTS Shieded & Non-Shielded

**Offerors must provide minimum discount off all other TE Connectivity/Tyco products not identified above. All above products make up approx. 95% of purchases that will be made against this contract. The "Other" items will make up the other approx. 5% of the purchases made against this contract. Formulas used to calculate the "Other" products reflect 5% of purchases for evaluation purposes.**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>QTY</th>
<th>EA</th>
<th>Unit Cost</th>
<th>Discount</th>
<th>Total Highlighted</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPCR-4RLIVP-oxx25F</td>
<td>Cat 6 Patch Cord STP 25F (XX-Denotes color)</td>
<td>500</td>
<td>EA</td>
<td>$19.34</td>
<td>0.00%</td>
<td>$19,340.00</td>
</tr>
<tr>
<td>CPCR-4RLIVP-oxx50F</td>
<td>Cat 6 Patch Cord STP 50F (XX-Denotes color)</td>
<td>100</td>
<td>EA</td>
<td>$30.02</td>
<td>0.00%</td>
<td>$3,002.00</td>
</tr>
</tbody>
</table>

**Note:** Please transfer Total highlighted in yellow above to line item #1 in online bidding system for evaluation purposes.

**TOTAL:** $3,608,120.35