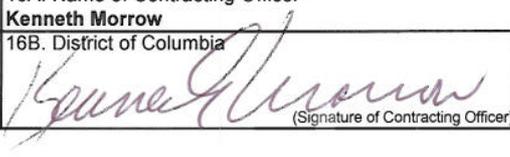


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number NA	Page of Pages 1 / 39
2. Amendment/Modification Number DCTO-2009-B-0210 0002	3. Effective Date 10/16/2009	4. Requisition/Purchase Request No. NA	5. Solicitation Caption Cabling and Installation	
6. Issued By: Code		7. Administered By (If other than line 6)		
Office of Contracting and Procurement Information Technology Group 441 4th Street, NW, Suite 930S Washington, D.C. 20001		Office of Contracting and Procurement Information Technology Group 441 4th Street, NW, Suite 930S Washington, D.C. 20001		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) All Potential Offerors		9A. Amendment of Solicitation No. X DCTO-2009-B-0210		
		9B. Dated (See Item 11) 10/16/2009		
		10A. Modification of Contract/Order No.		
		10B. Dated (See Item 13)		
Code	Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The above solicitation is hereby amended as follows: DELETE solicitation DCTO-2009-B-0210 advertised on 09/29/09 in its entirety and REPLACE with attached. Note: The solicitation deadline is also extended until 10/26/09 .				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Kenneth Morrow		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature of person authorized to sign)			10-16-09 (Signature of Contracting Officer)	

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 SUMMARY OF SERVICES OR SUPPLIES

B.1.1 The Government of the District of Columbia, herein referred to as “the District”, Office of Contracting and Procurement, on behalf of the District of Columbia’s Office of the Chief Technology Officer, is seeking a contractor to install and provide infrastructure cabling to support the DC Department of Real Estate Services (DRES) Bundy School repurposing project.

B.1.2 The District contemplates award of a firm-fixed price contract.

B.1.3 The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.4. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract's performance period.

B.2 PRICE SCHEDULE

Table 1. PRICE SCHEDULE

Contract Line Item No. (CLIN)	Description	Total Price
001	Firm fixed-price to complete the requirements specified in Section C.3	\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

C.1.1 The Government of the District of Columbia, herein referred to as “the District”, Office of Contracting and Procurement, on behalf of the District of Columbia’s Office of the Chief Technology Officer, is seeking a contractor to install and provide infrastructure cabling to support the DC Department of Real Estate Services (DRES) Bundy School repurposing project.

C.1.2 The District contemplates award of a firm-fixed price contract.

C.1.3 Applicable Documents

NOT APPLICABLE

C.1.4 Definitions

NOT APPLICABLE

C.2 BACKGROUND

C.2.1 This equipment will support various city-wide projects.

C.3 REQUIREMENTS

C.3.1 Contractor must be authorized by the manufacturer to resell all the items solicited and submit evidence of certification/authorization.

C.3.2 Contractor must be BICSI certified and submit evidence of such, as specified in the attached DCNET Structured Cabling Standards.

C.3.3 Contractor must conform and adhere to the attached DCNET Structured Cabling Standards.

C.3.4 All equipment provided must be new original manufacture parts only, no substitutions allowed.

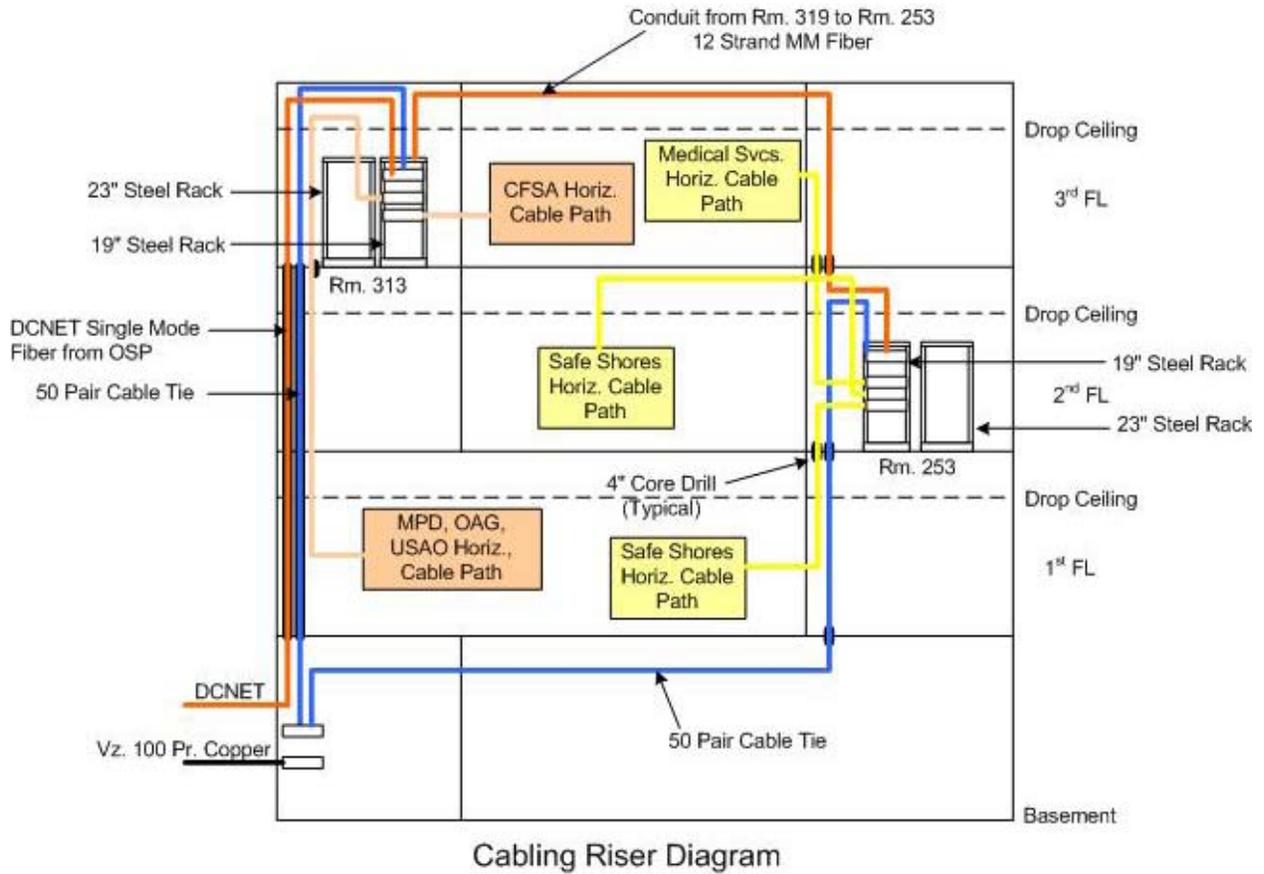
C.3.5 Contractor will supply all other materials necessary to install the cabling throughout the facility.

C.3.6 Contractor can schedule a walkthrough of the facility by contacting Dave Wynegar at 202-724-6153 or 410-299-5019 or david.wynegar@dc.gov.

Installation Requirements

- C.3.7** Contractor will furnish and install one Newton 23" 7' 2-post Rack (model no. 0040110130) and one Newton 19" 7' 2-post Rack (model no. 0040100130) in LAN Room 253.
- C.3.8** Contractor will furnish and install one Newton 23" 7' 2-post Rack (model no. 0040110130) and one Newton 19" 7' 2-post Rack (model no. 0040100130) in LAN Room 319.
- C.3.9** Contractor will furnish and install all overhead ladder racks, patch panels, cable management, and tie wraps in each designated LAN room.
- C.3.10** Contractor will furnish 12-port fiber distribution panel and multimode fiber cabling, with inner duct, to tie LAN rooms 319 and 253.
- C.3.11** Contractor will provide a 50-pair Cat 3 cable tie with dedicated 2" conduit pathway between the lower level Verizon DMARC room and LAN Room 253. 50-pair riser cables to terminate on 110 block mounted to wall using fireproof plywood.
- C.3.12** Contractor will provide a 50-pair Cat 3 cable tie with dedicated 2" conduit pathway between the lower level Verizon DMARC room and LAN Room 319. 50-pair riser cables to terminate on 110 block mounted to wall using fireproof plywood.
- C.3.13** Contractor will provide all raceway ceiling mounts, cable ties and management per DCNET cabling standards.
- C.3.14** Contractor will terminate 32 cables from 3rd floor station locations to LAN Room 253.
- C.3.15** Contractor will terminate 124 cables from 2nd floor station locations to LAN Room 253.
- C.3.16** Contractor will terminate 48 cables from 1st floor station locations to LAN Room 253.
- C.3.17** Contractor will terminate 60 cables from 1st floor station locations to LAN Room 319.
- C.3.18** Contractor will terminate 100 cables from 3rd floor station locations to LAN Room 319.
- C.3.19** Contractor will provide duplex wall plates at each designated station location per DCNET standard cabling specifications.
- C.3.20** Contractor will provide 36 cables drops for wireless access point connectivity. All wireless AP cable drops to terminate in Room 319 on a separate patch panel.
- C.3.21** Contractor will provide two (2) 4" core drills between each floor as noted in Figure 1, Bundy School Cable Riser Diagram.

Figure 1: Bundy School Cable Riser Diagram.



SECTION D: PACKAGING AND MARKING

NOT APPLICABLE

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

E.1.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

Forty-five (45) days from date of award.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

NOT APPLICABLE

F.3 DELIVERABLES

F.3.1 The Contractor shall provide the materials and perform the installation as specified in Section C.3.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Office of Finance and Resource Management
Attn: Accounts Payable
Address: 441 4th Street, Suite 890N
Washington, DC 20001
Telephone: 202-727-0333

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

NOT APPLICABLE

G.4 PAYMENT

G.4.1 ORDERING CLAUSE

- G.4.1.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- G.4.1.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.4.1.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

John P. Varghese
Office of Contracting and Procurement
441 4th Street NW, Suite 700
Washington, DC 20001

(202) 727-5274

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Tegene Baharu
DC Office of the Chief Technology Officer
655 15th St, NW, Suite 400
Washington, DC 20005
(202) 727-2277

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.2 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.1.3 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination 2005-2103, Revision 6, dated May 29, 2008, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic

responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

H.9 WAY TO WORK AMENDMENT ACT OF 2006

- H.9.1** Except as described in Section H.15.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.
- H.9.2** Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.9.3** Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.9.5** Contractor shall provide a copy of the Fact Sheet Living Wage Act Fact Sheet to each employee and subcontractor who performs services under the contract. Contractor shall also post the Living Wage Act Notice in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.9.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - H.9.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - H.9.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - H.9.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - H.9.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- H.9.8.6** An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.9.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.9.8.8** Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.9.8.9** Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in Section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.9.8.10** Contracts or other agreements between MCOs and the Health Care Safety Net Administration or MAA to provide health services.
- H.9.9** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to issuance of award. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a

waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$500,000 limits per occurrence; \$500,000 per aggregate; \$500,000 for products and completed operations; and \$500,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
3. Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$500,000 limits per occurrence; \$500,000 per aggregate; \$500,000 for products and completed operations; and \$500,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
4. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
5. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: n/a per accident for injury; n/a per employee for disease; and n/a for policy disease limit.
6. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: n/a per occurrence.
7. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

8. The policy shall provide limits of n/a per occurrence for each wrongful act and n/a per aggregate for each wrongful act.
 9. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.
- B. DURATION. Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- D. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.6 RIGHTS IN DATA

- I.6.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.6.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.6.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute

an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.6.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
 - I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.6.7** The restricted rights set forth in section I.5.6 are of no effect unless
 - (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.6.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.6.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based

upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.6.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.7 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.8 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENTS

- J.1.1** Tax Certification Affidavit
- J.1.2** EEO Policy Statement
- J.1.3** Standard Contract Provisions
- J.1.4** DCNET Structured Cabling Standards

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF BIDDERS**

K.1 TAX CERTIFICATION

Each bidder must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 CONTRACT AWARD

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends, but is not obligated, to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and one (1) copy (see L.2.2). The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. (as specified in Section A.3)."**

L.2.2 Bidders shall complete and submit this entire IFB (all pages) and the following:

- a) Price Schedule (Section B.2).
- b) Attachment (J.1.1) – Tax Certification Affidavit.
- c) Attachment (J.1.2) – EEO Policy Statement

L.2.3 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.2.4 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.2.5 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

L.3.1 Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than the date and time specified in Section A.9.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

L.5.1.1 A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a) The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b) The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L.6.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than three (3) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than three (3) days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

L.12.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 CERTIFICATES OF INSURANCE

See Insurance Section.

L.14 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.15 BIDS WITH OPTION YEARS

Not Applicable

L.16 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.16.1 Name, address, telephone number and federal tax identification number of bidder;

L.16.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its

intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.16.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.17 FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.18.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.18.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.18.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.18.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.18.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.18.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be not responsible.

SECTION M: EVALUATION FACTORS

M.1 GENERAL CATEGORIES OF LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT BUSINESS OWNERSHIPS OR BUSINESS OPERATIONS IN AN ENTERPRISE ZONE

M.1.1 Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone

a. General Preferences

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the "Act", as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in

response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

b. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set Aside

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set aside are as follows:

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

***Note: Equivalent of four (4) points on a 100 point scale**

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

M.1.1.1 Preferences for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE, or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for business located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP.

M.1.1.2 Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a certified LBE, DBE or RBO.

M.1.1.3 Preference for Joint Ventures Including Businesses located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preferences as if it were a business located in an enterprise zone.

M.1.1.4 Vendor Submission for Preferences

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:

- 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
- 2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.

b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for a bidder to receive allowable preferences under this solicitation, the bidder must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid.

Refer to J.2.1 for the Self-Certification Package.

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.1.1.5 Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

M.1.1.6 Local, Small, and Disadvantaged Business Enterprise Subcontracting

When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).

By submitting a signed bid, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

M.2 EVALUATION OF OPTION YEARS

NOT APPLICABLE

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer
Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date: _____

Name of Organization/Entity: _____

Address: _____

Business Telephone Number: _____

Principal Officer:

Name: _____ Title: _____

Soc. Sec. Number: _____

Square _____ Lot _____

Federal Identification Number: _____

Contract Number: _____

Unemployment Insurance Account Number: _____

“I hereby authorize the District of Columbia, Office of Tax and Revenue, Office of the Chief Financial Officer; consent to release my tax information to an authorized representative of the District of Columbia agency from which I am seeking to enter into a contractual relationship with. I understand that the information released under this consent will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations as of the date found on the government request. I understand that this information is to be used solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.”

I hereby certify that:

- I am in compliance with the applicable tax filing and payment requirements of the District of Columbia.**

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

Signature of Authorizing Agent

Title

Print Name

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

_____ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

_____ AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OR COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

_____ AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

_____ SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

_____ AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

_____ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

_____ SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE
NAME

FIRM/ORGANIZATION

YOUR LETTERHEAD

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYORS ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, _____, THE AUTHORIZED REPRESENTATIVE OF _____, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THT THE CONTRATOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, DC 20001
--	---

Instructions:
 Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement.
 One copy shall be retained by the Contractor.

Section A – TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer (1) Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
--	---

1. Total number of reports being filed by this Company. _____

Section B – COMPANY IDENTIFICATION *(To be answered by all employers)*

1. Name of Company which owns or controls the establishment for which this report is filed OFFICIAL USE ONLY

Address (Number and street)	City or Town	Country	State	Zip Code	b.
-----------------------------	--------------	---------	-------	----------	----

b. Employer Identification No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

2. Establishment for which this report is filed. OFFICIAL USE ONLY

a. Name of establishment c.

Address (Number and street)	City or Town	Country	State	Zip Code	d.
-----------------------------	--------------	---------	-------	----------	----

b. Employer Identification No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

3. Parent of affiliated Company

a. Name of parent or affiliated Company b. Employer Identification No.

Address (Number and Street)	City or Town	Country	State	Zip Code
-----------------------------	--------------	---------	-------	----------

Section C - ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year? Yes No Did not report last year Report on combined basis	2. Is the major business activity at this establishment the same as that reported last year? Yes No No report last year Reported on combined basis	OFFICIAL USE ONLY
---	--	-------------------

2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity. e.

3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).
Yes No

SECTION D – EMPLOYMENT DATA

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES								
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE				
				Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employ reported in previous report												

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											

- | | |
|--|--|
| 1. How was information as to race or ethnic group in Section D obtained? | 2. Dates of payroll period used |
| a. Visual Survey | c. Other Specify _____ |
| b. Employment Record _____ | 3. Pay period of last report submitted for this establishment. _____ |

Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

Section F - CERTIFICATION

- Check One
- All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
 - This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official	Title	Signature	Date
Name of person contact regarding This report (Type of print)	Address (Number and street)	Zip Code	Telephone Number Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE DIVISION

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor.

BID NO. _____ CCB NUMBER: _____ of _____ pages

* NOTE: The standard for minority subcontracting is 25% of the TOTAL contract dollar amount to be subcontracted.

AMOUNT OF PRIME CONTRACT: \$ _____
AMOUNT OF ALL SUBCONTRACTS: \$ _____ equals _____% OF THE PRIME CONTRACT.

NAME OF PRIME CONTRACTOR:

ADDRESS:

TELEPHONE NO.:

PROJECT NAME:
ADDRESS:

PROJECT DESCRIPTIONS:

WARD NO.: _____

SECTION II LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT

1. NAME OF SUBCONTRACTOR 2. ADDRESS 3. CONTACT PERSON 4. MBOC CERT. NO. 5. PHONE NO.	1. IS THIS A *MINORITY SUB? ____ YES ____ NO 2. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE.	1. \$ AMOUNT OF SUBCONTRACT equals(=) 2. _____% (percent) OF TOTAL PRIME CONTRACT.
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO *MINORITY BUSINESS ENTERPRISES. \$ _____

PERCENT OF PRIME CONTRACT. _____%

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									
NAME OF AUTHORIZED OFFICIAL:				TITLE:			SIGNATURE:		
FIRM NAME:					TELEPHONE NO:		DATE:		
INDICATE IF THE PRIME UTILIZES A <u>“MINORITY FINANCIAL INSTITUTION”</u> _____ Yes _____ No NAME: ADDRESS: TYPE OF ACCOUNT/S:									

District of Columbia Register
GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the District of Columbia self-government and Government Reorganization Act of 1973 as amended, D.C. Code section 1-242 (1981-Ed.), it is hereby ORDERED that Commissioner's Order No. 73-51, dated February 28, 1973, is hereby rescinded and reissued in its entirety to read as follows:

1. Establishment of Policy: There is established a policy of the District of Columbia Government to:
 - (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.
 - (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;
 - (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;
 - (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor's Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and
 - (e) promote the full realization of equal employment through affirmative, continuing programs by contractors and subcontractors in the performance of contracts with the District of Columbia Government.
2. Delegation of Authority: The Director of the Office of Human Rights (hereinafter "Director") is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.
3. Responsibilities: The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.
4. Powers and Duties: The Director of the Office of Human Rights shall have the following powers and duties:
 - (a) to establish standards and procedures by which contractors and subcontractors who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;
 - (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of

this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;

- (c) to examine the employment practices of any District of Columbia Government contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;
- (d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;
- (e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order;
- (f) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District, laws;
- (g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;
- (h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any contractor further District of Columbia Government contractors shall be issued without affording the contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;
- (i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

5. Duties of Contracting Agencies: Each contracting agency shall have the following duties:

- (a) the initial responsibility for ensuring that contractors and subcontractors are in compliance with any rules, regulations, and procedures promulgated pursuant to this Order;
- (b) to examine the employment practices of contractors and subcontractors in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;
- (c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and
- (d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in part, unless such methods have first been attempted.

6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in

Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.

7. Severability: If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this order.
8. Effective Date: This Order shall become effective immediately.

Signed by Marion Barry, Jr.
Mayor

ATTEST: Signed by Clifton B. Smith
Secretary of the District of Columbia

OFFICE OF HUMAN RIGHTS

NOTICE OF FINAL RULEMAKING

The Director of the Office of Human Rights hereby gives notice of the adoption of the following final rules governing standards and procedures for equal employment opportunity applicable to contractors and subcontractors under District of Columbia Government Contracts. Notice of Proposed Rulemaking was published for public comment in the D.C. Register on April 11, 1986 at 33 DCR 2243. Based on some the comments received and upon further review by the Office of Human Rights, minor revisions were made in the rules at the following subsections: 1104.1, 1104.2, 1104.4, 1104.13, 1104.17(e) (5), 1104.28, 1107.1, 1199.1, and at page 15 the definition of minority was written out in addition to citing its D.C. Code. None of the revisions change the intent of the proposed final rules. Final action to adopt these final rules was taken on August 4, 1986, and will be effective upon publication of this notice in the Register.

CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS

1100. PURPOSE

1100.1 These rules shall govern standards and procedures to be followed by contractors and subcontractors performing under District of Columbia Government contracts for goods and services, including construction contracts, for the purpose of assuring equal employment opportunity for minorities and women.

1100.2 These rules establish requirements for contractors and subcontractors regarding their commitment to observe specific standards for the employment of minorities and women and to achieve affirmative action obligations under District of Columbia contracts. These rules are not intended nor shall be used to discriminate against any qualified applicant for employment or employee.

1101 SCOPE

1101.1 Except as hereinafter exempted, the provisions of this chapter shall apply to all District of Columbia Government contracts subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant to that Mayor's Order.

1102 COVERAGE

1102.1 The provisions of this chapter shall govern the processing of any matter before the Office Human Rights involving the following:

- (a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government contractor; and
- (b) Achievement of affirmative action obligations under District of Columbia contracts.

1103 CONTRACT PROVISIONS

1103.1 Each contract for goods and services, including construction contracts, except construction subcontracts for standard commercial supplies or raw materials, shall include as express contractual provisions the language contained in subsections 1103.2 through 1103.10.

1103.2 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

- 1103.3 The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:
- (a) Employment, upgrading, or transfer;
 - (b) Recruitment or recruitment advertising;
 - (c) Demotion, layoff, or termination;
 - (d) Rates of pay, or other forms of compensation; and
 - (e) Selection for training and apprenticeship.
- 1103.4 The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.
- 1103.5 The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection 1103.2
- 1103.6 The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1103.7 The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors, books, records, and accounts for such purposes.
- 1103.8 The contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official.
- 1103.9 The prime contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- 1103.10 The prime contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.
- 1104 **AFFIRMATIVE ACTION PROGRAM**
- 1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars (\$25,000) or more, and each contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the contractor in the performance of the contract.

- 1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars (\$10,000) or more, and each contractor covered under subsection 1105.2 , an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.
- 1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:
- (a) With respect to construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and submit a personnel utilization schedule for all the trades the contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and
 - (b) With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance of work under the contract.
- 1104.4 If the experience of the contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:
- (a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the contractor's personnel needs, and request referral of minority and female workers; and
 - (b) Notify any minority and female workers who have been listed with the contractors as awaiting vacancies.
- 1104.5 If, within five (5) working days prior to commencement of work, the contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.
- 1104.6 The contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the contractor has met its minority and female employment commitments.
- 1104.7 If the contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.
- 1104.8 No contractor shall refuse employment to any individual who has minimal facility to speak English except where the contractor can demonstrate that the facility to speak English is necessary for the performance of the job.

- 1104.9 No union with which the contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such contractor.
- 1104.10 To the extent that contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those contractors shall not be considered to be in compliance with this chapter.
- 1104.11 The obligations of the contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.
- 1104.12 When any contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the contractor shall notify the appropriate union of that person's employment.
- 1104.13 The contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the contractor may have with any labor organization.
- 1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the contractor's Affirmative Action Program, the contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.
- 1104.15 In any proceeding involving a disagreement between a labor organization and the contractor over the implementation of the contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.
- 1104.16 In determining whether or not a contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:
- (a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;
 - (b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries within the District of Columbia;
 - (c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;
 - (d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the contractor's workforce;
 - (e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and
 - (f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.
- 1104.17 The contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet

those standards. If the contractor has failed to meet the standards, a determination of “good faith” shall be based upon the contractor’s documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:

- (a) The contractor shall notify the community organizations that the contractor has employment opportunities available and shall maintain records of the organizations’ responses;
- (b) The contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each referred worker. If that worker was not sent to the union hiring hall for referral or if the worker was not employed by the contractor, the contractor’s file shall be documented and the reasons therefore;
- (c) The contractor shall notify the Contracting Agency and the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority or female worker originally sent to the union by the contractor for union registration, or the contractor has other information that the union referral process has impeded the contractor’s efforts to meet its goals;
- (d) The contractor shall participate in training programs related to its personnel needs;
- (e) The contractor shall disseminate its EEO policy internally by doing the following:
 - (1) Including it in any organizational manual;
 - (2) Publicizing it in company newspapers, annual report, etc.;
 - (3) Conducting staff, employee, and union representatives meetings to explain and discuss the policy;
 - (4) Posting; and
 - (5) Reviewing the policy with minority and female employees.
- (f) The contractor shall disseminate its EEO policy externally by doing the following:
 - (1) Informing and discussing it with all recruitment sources;
 - (2) Advertising in news media, specifically including news media directed to minorities and women;
 - (3) Notifying and discussing it with all known minority and women’s organizations; and
 - (4) Notifying and discussing it with all subcontractors and suppliers.

1104.18 The contractor shall make specific recruitment efforts, both written and oral, directed at all minority and women’s training organizations within the contractor’s recruitment area.

1104.19 The contractor shall encourage present employees to assist in the recruitment of minorities and women for employment.

1104.20 The contractor shall validate all qualifications, selection requirements, and tests in accordance with the guidelines of the Equal Employment Opportunity Commission.

- 1104.21 The contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.
- 1104.22 The contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the contractor's employee needs.
- 1104.23 The contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.
- 1104.24 The contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.
- 1104.25 The contractor shall make certain that all facilities and company activities are nonsegregated.
- 1104.26 The contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.
- 1104.27 The contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.
- 1104.28 The contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.
- 1104.29 The contractor shall ensure that all of its employees as well as those of its subcontractors are made knowledgeable about the contractor's equal opportunity policy.
- 1104.30 [Reserved]
- 1104.31 Each contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractors, the standards, as applicable, which are required under this chapter.
- 1104.32 Whenever a contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractors who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime contractor.
- 1104.33 The prime contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.
- 1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime contractor.
- 1105 EXEMPTIONS
- 1105.1 Prospective construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars (\$25,000); provided, that when a construction contractor accumulates contracts amounting to twenty-five thousand dollars (\$25,000) or more within a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1105.2 Prospective non-construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars (\$10,000); provided, that when

a non-construction contractor accumulates contracts amounting to ten thousand dollars (\$10,000) or more during a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

1106 NONRESPONSIBLE CONTRACTORS

1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the approval of the Director, as required pursuant to this chapter, the Director may direct the Contracting Officer to declare the bidder or offeror to be nonresponsible and ineligible for award of the contract.

1106.2 Any untimely submission of an Affirmative Action Program may, upon order of the Director, be rejected by the Contracting Officer.

1106.3 In no case shall there be any negotiation over the provision of specific utilization standards submitted by the bidder or offeror after the opening of bids or receipt of offer and prior to award.

1106.4 If any directive or order relating to nonresponsibility is issued under this section, the Director shall afford the bidder or offeror a reasonable opportunity to be heard in opposition to such action in accordance with subsection 1118.1, or in support of a request for waiver under section 1109.

1107 NOTICE OF COMPLIANCE

1107.1 Each Contracting Agency shall include, or require the contract bidder or offeror to include, in the invitation for bids or other solicitation used for a D.C. Government-involved contract, a notice stating that to be eligible for consideration, each bidder or offeror shall be required to comply with the provisions of this chapter for the trades, crafts and skills to be used during the term of the performance of the contract whether or not the work is subcontracted.

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

1108.1 The minimum standards for the utilization of minorities in the District of Columbia Government construction contracts shall be forty-two percent (42%) in each trade for each project, and an aggregate workforce standard of six and nine-tenths percent (6.9%) for females in each project. Any changes in Federal standards pertaining to minority group and female employment in Federally-involved construction contracts shall be taken into consideration in any review of these requirements.

1108.2 The construction contractor's standards established in accordance with subsection 1108.1 shall express the contractor's commitment of the forty-two percent (42%) of minority personnel who will be working in each specified trade on each of the contractor's District of Columbia Government projects, and the aggregate standard of six and nine-tenths percent (6.9%) for the employment of females in each District of Columbia Government contract.

1108.3 The hours for minority and female workers shall be substantially uniform throughout the entire length of the construction contract for each trade used, to the effect that the same percentage of minority workers in the trades used shall be working throughout the length of work in each trade on each project, and the aggregate percentage in each project for females.

1108.4 The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:

- (a) Officials and managers;
- (b) Professionals;

- (c) Technicians;
- (d) Sales workers;
- (e) Office and clerical workers;
- (f) Craftpersons (Skilled);
- (g) Operative (Semi-skilled);
- (h) Laborers (Unskilled); and
- (i) Service workers.

1108.5 With respect to non-construction contracts the contractor's standards established in accordance with subsection 1108.4 shall express the contractor's commitment of the twenty-five percent (25%) of minority personnel who will be working in each specified craft or skill in each contract.

1109 WAIVERS

1109.1 The Director may grant a waiver to a prospective contractor from the requirement to submit a set of minimum standards for the employment of minorities and women in a particular contract, if before the execution of the contract and approval of the Affirmative Action Program, the contractor can document and otherwise prove it is unable to meet the standards in the performance of the contract.

1110 SOLICITATION OF CONTRACT

1110.1 Each solicitation for contract covered by section 1104 shall contain a statement that contractors shall comply with the minimum standards established pursuant to these rules for ensuring equal opportunity.

1110.2 The contract solicitation shall require that each bidder or offeror certify that it intends to meet the applicable minimum standards in section 1108 in order to be considered for the contract.

1111 PRIOR TO EXECUTION OF CONTRACT

1111.1 Upon being designated the apparent low bidder or offeror, that contractor shall submit a detailed Affirmative Action Program that sets forth the following:

- (1) The composition of its current total workforce; and
- (2) The composition of the workforce by race, color, national origin, and sex to be used in the performance of the contract and that of all known subcontractors that will be utilized to perform the contract.

1111.2 The apparent low bidder or offeror shall submit an Affirmative Action Program in accordance with section 1104 describing the actions it will take to ensure compliance with this chapter which shall be subject, prior to the execution of any contract, to the approval of the Director.

1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.

1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time to specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent contractor.

1111.5 The apparent low bidder or offeror shall furnish all information and reports to the Contracting Agency as required by this chapter, and shall permit access to all books or records pertaining to its employment practices or worksites.

1111.6 No contract subject to section 1104 shall be executed by the Contracting Agency, if the apparent low bidder or offeror does not submit an Affirmative Action Program, or if the Program has been disapproved in writing by the Director.

1111.7 If there is disagreement between the contractor and the Contracting Officer as to the adequacy of the Affirmative Action Program, the matter shall be referred to the Director for a decision.

1112 AFTER EXECUTION OF CONTRACT

1112.1 Each contractor shall maintain throughout the term of the contract the minimum standards for the employment of minorities and women, as set forth in the approved Affirmative Action Program.

1112.2 Each contractor shall require that each subcontractor, or vendor under the contract comply with the provision of the contract and the Affirmative Action Program.

1112.3 Each contractor shall furnish all information as required by this chapter, and permit access to all books and records pertaining to the contractor's employment practices and work sites by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter.

1113 MONITORING AND EVALUATION

1113.1 The Director shall, from time to time, monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Program of their contractors, to ensure compliance with the equal opportunity obligations in contracts, as provided for in this chapter.

1114 AFFIRMATIVE ACTION TRAINING PROGRAM

1114.1 Each contractor, in fulfilling its affirmative action responsibilities under a contract with the District of Columbia Government, shall be required to have, as part of its Affirmative Action Program, an existing training program for the purpose of training, upgrading, and promotion of minority and female employees or to utilize existing programs. Those programs shall include, but not be limited to, the following:

- (a) To be consistent with its personnel requirements, the contractor shall make full use of the applicable training programs, including apprenticeship, on-the job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women;
- (b) The contractor may utilize a company-operated skill refinement training program. This program shall be formal and shall be responsive to the work to be performed under the contract;
- (c) The contractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information shall be supplied:

- (1) The name of the organization;
- (2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the contract; and
- (3) The identity of the trades, and crafts or skills involved in the training.

1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

1115 COMPLIANCE REVIEW

1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.

1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.

1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the contractor with respect to the requirements of this chapter, and shall be conducted when warranted.

1116 ENFORCEMENT

1116.1 If the contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.

1116.2 If the contractor meets its goals or if the contractor can demonstrate that it has made every good faith effort to meet those goals, the contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the contractor is not providing equal employment opportunity.

1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the contractor has not met the requirements of this chapter, but the contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.

1117 COMPLAINTS

1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.

1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.

1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.

1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.

1118 HEARINGS

1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitted by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.

1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.

1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.

1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:

- (a) A convenient time and place of hearing;
- (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
- (c) A concise statement of the matters to be brought before the hearing.

1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

- 1119.1 The Director, upon finding that a contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.
- 1119.2 Sanctions imposed by the Director may include the following:
- (a) Order that the contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the contractor has established and will maintain equal opportunity policies in compliance with this chapter; and
 - (b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the contractor provides a program of future compliance satisfactory to the Director.
- 1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.
- 1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.
- 1120 NOTIFICATIONS
- 1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.
- 1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgement, considers appropriate based upon the facts thus disclosed to it.
- 1120.3 The Director may publish, or cause to be published, the names of contractors or unions which have been determined to have complied or have failed to comply with the provisions of the rules in this chapter.
- 1121 DISTRICT ASSISTED PROGRAMS
- 1121.1 Each agency which administers a program involving leasing of District of Columbia Government owned or controlled real property, or the financing of construction under industrial revenue bonds or urban development action grants, shall require as a condition for the approval of any agreement for leasing, bond issuance, or development action grant, that the applicant undertake and agree to incorporate, or cause to be incorporated into all construction contracts relating to or assisted by such agreements, the contract provisions prescribed for District of Columbia Government contracts by section 1103, preserving in substance the contractor's obligation under those provision.
- 1199 DEFINITIONS

1199.1

The following words and phrases set forth in this section, when used in this chapter, shall have the following meanings ascribed:

Contract – any binding legal relationship between the District of Columbia and a contractor for supplies or services, including but not limited to any District of Columbia Government or District of Columbia Government assisted construction or project, lease agreements, Industrial Revenue Bond financing, and Urban Development Action grant, or for the lease of District of Columbia property in which the parties, respectively, do not stand in the relationship of employer and employee.

Contracting Agency – any department, agency, or establishment of the District of Columbia which is authorized to enter into contracts.

Contracting Officer – any official of a contracting agency who is vested with the authority to execute contracts on behalf of said agency.

Contractor – any prime contractor holding a contract with the District of Columbia Government. The term shall also refer to subcontractors when the context so indicates.

Director – the Director of the Office of Human Rights, or his or her designee.

Dispute – any protest received from a bidder or prospective contractor relating to the effectiveness of his or her proposed program of affirmative action for providing equal opportunity.

Minority – Black Americans, Native Americans, Asian Americans, Pacific Islander Americans, and Hispanic Americans. In accordance with D.C. Code, Section 1-1142(1) (Supp. 1985).

Subcontract – any agreement made or executed by a prime contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for us in the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

Subcontractor – any contractor holding a contract with a District prime contractor calling for supplies or services, including construction, required for the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant thereto.

DC-Net Structured Cabling System Bid Specification Standards



**655 15th Street, NW, 4th Floor
Washington DC 20005**

Table of Contents

PART 1 - GENERAL SPECIFICATIONS	3
1.1 SCOPE.....	3
1.2 REGULATORY REFERENCES:.....	3
1.3 APPROVED CONTRACTOR.....	4
1.4 APPROVED PRODUCTS.....	5
1.5 WORK INCLUDED	5
1.6 SUBMITTALS.....	5
1.7 QUALITY ASSURANCE	6
1.8 DELIVERY, STORAGE AND HANDLING.....	6
1.9 DRAWINGS	6
PART 2 - PRODUCTS.....	6
2.1 EQUIVALENT PRODUCTS.....	6
2.2 WORK AREA OUTLETS	7
2.3 110 COPPER TERMINATION BLOCK	8
2.4 MODULAR PATCH PANELS	9
2.5 RACKS.....	9
2.6 HORIZONTAL DISTRIBUTION CABLE.....	10
2.7 BACKBONE CABLE	10
2.8 MULTI-MODE FIBER PATCH PANELS.....	11
2.9 PATCH CORDS	11
2.10 GROUNDING AND BONDING	12
2.11 FIRESTOP.....	12
PART 3 - EXECUTION.....	12
3.1 WORK AREA OUTLETS	12
3.2 HORIZONTAL DISTRIBUTION CABLE INSTALLATION	13
3.3 HORIZONTAL CROSS CONNECT INSTALLATION.....	14
3.4 OPTICAL FIBER TERMINATION HARDWARE	14
3.5 BACKBONE CABLE INSTALLATION	15
3.6 COPPER TERMINATION HARDWARE	15
3.7 RACKS AND OVERHEAD LADDER-RACKING	16
3.8 IDENTIFICATION AND LABELING	16
3.9 TESTING AND ACCEPTANCE	17
3.10 SYSTEM DOCUMENTATION.....	19
3.11 TEST RESULTS.....	19
3.12 AS-BUILT DRAWINGS.....	20
PART 4 - WARRANTY AND SERVICES	20
4.1 WARRANTY.....	20
4.2 CONTINUING MAINTENANCE	20
4.3 FINAL ACCEPTANCE & SYSTEM CERTIFICATION	21

Technical Specification

PART 1 - GENERAL SPECIFICATIONS

1.1 SCOPE

- A. This document describes the products and execution requirements relating to furnishing and installing Telecommunications Cabling at the new buildings for the District of Columbia. Backbone and horizontal cabling comprised of copper and fiber cabling, and support systems are covered under this document.
- B. The Horizontal (workstation) Cabling System shall consist of either two (2) or three (3) 4-pair Category-6 Unshielded Twisted Pair (UTP) Copper Cables to each work area outlet based on Construction Documents unless otherwise noted for specific locations. The cables shall be installed from the Work Area Outlet to the Telecommunications Room (TR) located on the same floor, and routed to the appropriate rack serving that area and terminated as specified in this document.
- C. All cables and related terminations, support and grounding hardware shall be furnished, installed, wired, tested, labeled, and documented by the Telecommunications contractor as detailed in this document.
- D. Product specifications, general design considerations, and installation guidelines are provided in this document. Quantities of telecommunications outlets, typical installation details, cable routing and outlet types will be provided as an attachment to this document. If the bid documents are in conflict, this specification shall take precedence. The successful vendor shall meet or exceed all requirements for the cable system described in this document.
- E. Wireless networking (i.e. the various types of unlicensed 2.4 GHz WiFi devices) is used to meet many needs. Perhaps the most common use is to connect laptop users who travel from location to location. Another common use is for mobile networks that connect via satellite. A wireless transmission method is a logical choice to network a LAN segment that must frequently change locations.
- F. COAX distribution to allow the distribution of "Cable Television" services as noted on the building plans. The cabling should be RG-6 for 75Ohm throughput. This pull should include all vertical and horizontal terminations.

1.2 REGULATORY REFERENCES:

- A. All work and materials shall conform in every detail to the rules and requirements of the National Fire Protection Association, the local Electrical Code and present manufacturing standards.

- B. All materials shall be UL or ETL Listed and shall be marked as such. If UL/ETL has no published standards for a particular item, then other national independent testing standards shall apply and such items shall bear those labels. Where UL/ETL has an applicable system listing and label, the entire system shall be so labeled.
- C. All modular jacks, patch cords, consolidation point, and patch cords performance shall be verified (not just tested) by a third party to be category 6 component and channel compliant.
- D. The cabling system described in this is derived from the recommendations made in recognized telecommunications industry standards. The following documents are incorporated by reference:
 1. ANSI/TIA/EIA - 568-B.1, Commercial Building Telecommunications Cabling Standard Part 1: General Requirements, April, 2001
 2. ANSI/TIA/EIA - 568-B.2, Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted-Pair Cabling Components, April, 2001
 3. ANSI/TIA/EIA - 568-B.2-1, Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted Pair Cabling Components, Addendum 1 – Transmission Performance Specifications for 4-pair 100 Ω Category 6 Cabling
 4. ANSI/TIA/EIA - 568-B.3, Commercial Building Telecommunications Cabling Standard Part 3: Optical Fiber Cabling Components, March, 2000
 5. ANSI/TIA/EIA – 569-B, Commercial Building Standard for Telecommunications Pathways and Spaces, October, 2004
 6. ANSI/TIA/EIA – 570-B, Residential Telecommunications Cabling Standard, April, 2004
 7. ANSI/TIA/EIA – 606 - A, Administration Standard for Telecommunications Infrastructure of Commercial Buildings, February, 2002
 8. J-STD- 607-A - Commercial Building Grounding and Bonding Requirements for Telecommunications, October, 2002
 9. ANSI/ TIA/EIA – 758-A, Customer-Owned Outside Plant Telecommunications Cabling Standard, August, 2004
 10. BICSI - TDMM, Building Industries Consulting Services International, Telecommunications Distribution Methods Manual (TDMM)
 11. National Fire Protection Agency (NFPA – 70), National Electrical Code (NEC) -2005
- E. If this document and any of the documents listed above are in conflict, then the more stringent requirement shall apply. All documents listed are believed to be the most current releases of the documents. The Contractor has the responsibility to determine and adhere to the most recent release when developing the proposal for installation.
- F. This document does not replace any code, either partially or wholly. The contractor must be aware of local codes that may impact this project.

1.3 APPROVED CONTRACTOR

- A. The Telecommunications contractor must be an approved BICSI certified contractor. A copy of certification documents must be submitted with the quote in order for such quote to be valid. The Telecommunications contractor is responsible for workmanship and installation practices in accordance with respective manufacturers standards. At least 30 percent of the installation and termination crew must be certified by BICSI.

1.4 APPROVED PRODUCTS

- A. Approved 4-pair UTP Cable : Berk-Tek LANmark-1000 Enhanced Category 6 Cable (Plenum/Non-Plenum/Limited Combustible) or equivalent
- B. Approved Optical Fiber Multi Mode Cable manufacturer: General Cable OFNR or OFNP tight Buffer with 50 μ m OM3 fiber or equal.
- C. Approved UTP connector product manufacturer: Ortronics, Panduit, ADC, Siemon
- D. Approved Fiber Optic connectors/splices/couplers: SC only there shall be NO mechanical splices
- E. Approved Rack manufacturer: Ortronics & Newton (application specific)
- F. Approved CAT-6 Patch Panel manufacturer: Ortronics, ADC, Panduit or equal.
- G. Approved Optical Patch Panel manufacturer: Frederick Fiber

1.5 WORK INCLUDED

- A. The work included under this specification consists of furnishing all labor, equipment, materials, and supplies and performing all operations necessary to complete the installation of this structured cabling system in compliance with the specifications and drawings. The Telecommunications contractor will provide and install all of the required material to form a complete system within the overall scope of work.
- B. The work shall include, but not be limited to the following:
 - 1. Furnish and install a complete telecommunications wiring infrastructure.
 - 2. Furnish, install, and terminate all UTP and Optical Fiber cable
 - 3. Furnish and install all wall plates, jacks, patch panels, and furnish only patch cords.
 - 4. Furnish and install all required cabinets and/or racks as required and as indicated.
 - 5. Furnish any other material required to properly install the equipment and hardware being supplied or covered under the scope of work.
 - 6. Perform link or channel testing (100% of horizontal and/or backbone links/channels) and certification of all components.
 - 7. Furnish test results of all cabling to the owner on disk and paper format, listed by each closet, then by workstation ID.
 - 8. Adhere and comply with all requirements of the BICSI standards.
 - 9. Provide owner with complete documentation. (Testing documentation and As-built drawings)

1.6 SUBMITTALS

- A. Under the provisions of this request for proposal, prior to the start of work the telecommunications contractor shall:
 - 1. Submit copies of the certification of the company and names of staff that will be performing the installation and termination of the installation to provide proof of compliance of this spec.
 - 2. Submit appropriate cut sheets and samples for all products, hardware and cabling.

- B. Work shall not proceed without the Owner's approval of the submitted items.
- C. The telecommunications contractor shall receive approval from the Owners on all substitutions of material. No substituted materials shall be installed except by written approval from the Owner.

1.7 QUALITY ASSURANCE

The work included under this specification consists of furnishing all labor, equipment, materials, and supplies and performing all operations necessary to complete the installation of this structured cabling system in compliance with the specifications and drawings.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Delivery and receipt of products shall be at the site described in the Scope Section.
- B. Cable shall be stored according to manufacturer's recommendations as a minimum. In addition, cable must be stored in a location protected from vandalism and weather. If cable is stored outside, it must be covered with opaque plastic or canvas with provision for ventilation to prevent condensation and for protection from weather. If air temperature at cable storage location will be below 40 degrees F., the cable shall be moved to a heated (50 degrees F. minimum) location. If necessary, cable shall be stored off site at the contractor's expense.
- C. If the telecommunications contractor wishes to have a trailer on site for storage of materials, arrangements shall be made with the Owner/General Contractor.

1.9 DRAWINGS

- A. It shall be understood that the electrical details and drawings provided with the specification package are diagrammatic; the accuracy of the information is believed to be the most up-to-date as of the date of request for bids. They are included to show the intent of the specifications and to aid the telecommunications contractor in bidding the job. The telecommunications contractor shall make allowance in the bid proposal to cover whatever work is required to comply with the intent of the plans and specifications.
- B. The telecommunications contractor shall verify all dimensions at the site and be responsible for their accuracy.
- C. Prior to submitting the bid, the telecommunications contractor shall call the attention of the Engineer to any materials or apparatus the telecommunications contractor believes to be inadequate and to any necessary items of work omitted.
- D. Updated drawings will be provided at such time as they become available reflecting finalization of furniture type and location as well as area utilization.

PART 2 - PRODUCTS

2.1 EQUIVALENT PRODUCTS

- A. Due to the nature and type of communications all products, including but not limited to faceplates, jacks, patch panels, racks, 110 blocks, and patch cords, for the purpose of this document, shall be manufacture specific where noted as "NO SUBSTITUTE" and otherwise equivalent. All copper and optical fiber cable products shall be manufactured to meet the specifications set forth in this document.

2.2 WORK AREA OUTLETS

- A. Work area cables shall each be terminated at their designated work area location in the connector types described in the subsections below. Included are modular telecommunication jacks. These connector assemblies shall snap into a faceplate.
- B. The Telecommunications Outlet Assembly shall accommodate:
 - 1. A minimum of three (3) modular jacks
 - 2. Additional accommodations for specific locations as noted in the plans for optical fiber and/or additional copper cables as necessary
 - 3. A blank filler will be installed when extra ports are not used.
 - 4. An identifier strip shall be provided on all modular jacks with the circuit number and jack printed on it as specified late in this document.
 - 5. Multiple jacks that are identified in close proximity on the drawings (but not separated by a physical barrier) may be combined in a single assembly. The telecommunications contractor shall be responsible for determining the optimum compliant configuration based on the products proposed.
 - 6. The same orientation and positioning of jacks and connectors shall be utilized throughout the installation. Prior to installation, the telecommunications contractor shall submit the proposed configuration for each outlet assembly for review by the Owner.
 - 7. The modular jack shall incorporate printed label strip on the module for identifying the outlet. Printed labels shall be permanent and compliant with ANSI/TIA/EIA-606-A standard specifications. Labels shall be printed using a printer such as a Brady hand held printer. Hand printed labels shall not be accepted.
- C. Faceplates: The faceplates shall:
 - 1. be Panduit NETKEY style as appropriate to fit the modular jack used and location
 - 2. be UL listed and CSA certified.
 - 3. be constructed of high impact, ABS plastic UL 94V-0 construction (except where noted otherwise).
 - 4. shall match the faceplate color used for other utilities in the building or match the color of the raceway if installed in surface raceway.
 - 5. be compliant with the above requirements along with the following when incorporating optical fiber:
 - a) be a low profile assembly,
 - b) incorporate a mechanism for storage of cable and fiber slack needed for termination,
 - c) position the fiber optic couplings to face downward or at a downward angle to prevent contamination and,
 - d) incorporate a shroud that protects the optical couplings from impact damage.
 - 6. be available as single-gang or dual-gang.
 - 7. shall provide easy access for adds, moves, and changes by removal/insertion of jack modules.
 - 8. possess recessed designation windows to facilitate labeling and identification.
 - 9. shall include a clear plastic cover to protect labels in the designation window.
 - 10. have mounting screws located under recessed designation windows.
 - 11. comply with ANSI/TIA/EIA-606-A work area labeling standard.
 - 12. be manufactured by an ISO 9001 registered company.
- D. Voice / Data Jacks
 - 1. Voice/Data jacks shall be 8-position modular jacks and shall be Category 6 performance as defined by the references in this document including ANSI/TIA/EIA-568-B.2-1. All

pair combinations must be considered, with the worst-case measurement being the basis for compliance. Modular jack performance shall be third-party verified by a nationally recognized independent testing laboratory.

2. The modular jack shall use dual reactance modular contact array.
3. The modular jack shall have low emission IDC contacts.
4. The modular jack shall use standard termination practice using 110 impact tool or self terminating cover piece that is part of the modular jack itself.
5. The modular jack shall be backwards compatible to Category 3, 5, and 5e.
6. The modular jack shall be center tuned to category 6 test specifications.
7. The modular jack shall be Panduit NETKEY NK688Mxx with xx designating the jack color as determined by the following utilization grid:

XX and Color	Utilization Description
BK – black	Swing
OR – orange	Wireless
BU – blue	Data
GY – gray	Swing
WH – white	Voice

2.3 110 COPPER TERMINATION BLOCK

The voice cross connect shall be a passive connection between the horizontal termination blocks and the backbone termination blocks. The wall mount frames shall be field terminated kits including all blocks, connecting blocks, and designation strips. Management rings shall be mounted between vertical columns of blocks to provide management of cross-connect wire. Backbone and horizontal blocks shall use 4-pair connecting blocks. Blocks shall be oriented so that backbone terminations are located on the left and horizontal frames are located on the right of the termination field when facing the frame assembly.

- A. 110 Block Kits shall
 1. include both the wiring block in a 50, 100 and 300 pair footprint and the connecting block C6110C4
 2. industry standard 50 / 100 / 150 – pair 110-type blocks
 3. be manufactured using fire retardant molded plastic.
 4. support termination of 22-24 AWG solid conductor
 5. wiring block shall contain back openings for the feed through of cable
 6. meet category 6 component compliance and be verified by a third-party nationally recognized independent testing laboratory

7. have color-coded tips on the wiring block and color coding on the connector blocks for installation identification.
8. shall use standard termination practice requiring a single conductor 110 impact tool
9. Termination hardware shall maintain the paired construction of the cable to facilitate minimum untwisting of the wires.
10. be backwards compatible to category 3, 5 and 5e
11. be labeled in compliance with ANSI/TIA/EIA-606-A labeling specifications using permanent labels
12. be manufactured by an ISO 9001 registered company.

2.4 MODULAR PATCH PANELS

- A. The Modular Patch Panels shall
1. meet category 6 component compliance and be verified by a third-party nationally recognized independent testing laboratory
 2. use low emission IDC contacts
 3. use dual reactance technology to enhance the signal-to-noise ratio
 4. require standard termination practices using a 110 impact tool
 5. use a single piece IDC housing designed to accept larger Category 6 conductors
 6. support both T568B and T568A wiring
 7. include easy to follow wiring labels
 8. include label fields
 9. allow for the use of icons
 10. include full length metal rear cable management
 11. be available in standard or high density
 12. be backward compatible to category 3, 5 and 5e
 13. be center tuned to category 6 test specifications
 14. The modular patch panel shall be one of the following only:

Part Number	Description
OR-PHA66U24	24 port Category 6 modular to 110 patch panel, T568A/B, High Density
OR-PHA66U48	48 port Category 6 modular to 110 patch panel, T568A/B, High Density
PP24AC6T	24 port Category 6 modular to 110 patch panel. T568A/B, High Density

2.5 RACKS

All racks and wire management shall be Ortronics OR-MM10706 and OR-MM10VMD712 respectively or Newton Instruments 0040110130 (23") , 0040100130 (19") and NVCM08436530 vertical management unit. The equipment rack shall provide vertical cable management and support for the patch cords at the front of the rack and wire management, support, and protection for the horizontal cables inside the legs of the rack. Waterfall cable management shall be provided at the top of the rack for patch cords and for horizontal cables entering the rack channels for protection and to maintain proper bend radius and cable support. Wire management shall also be mounted above each patch panel and/or piece of equipment on the rack. The rack shall include mounting brackets for cable tray ladder rack to mount to the top of the rack.

A. Free-Standing Rack

Free-standing rack shall:

1. have EIA hole pattern on front and rear.
2. be available with a 3” minimum channel depth.
3. assemble as 19” (483 mm) or 23” (584 mm) with no additional hardware; welded steel construction is preferred.
4. provide pre-drilled base for floor attachment of rack.
5. be available in standard color of black or telco gray.
6. be manufactured by an ISO 9001 registered company.

2.6 HORIZONTAL DISTRIBUTION CABLE

All horizontal data station cable and voice cable shall terminate on modular patch panels or 110 cross-connecting blocks in their respective Telecommunications Room or Equipment Room as specified on the drawings.

A. 100 OHM Category 6 UNSHIELDED TWISTED PAIR CABLE (UTP)

1. Physical Characteristics:
 - a) **(For Plenum)** Shall be plenum rated and meet applicable requirements of ANSI/ICEA S-80-576. All 4 pairs must be insulated with F.E.P. No 2x2 or 3x1 constructions will be allowed.
 - b) **(For limited combustible)** For horizontal runs installed in raised floor or dropped ceiling environmental air spaces(as designated on Drawings) use UL verified “Limited Combustible FHC 25/50 CMP”.
 - c) **(For limited combustible)** All 4 pairs must be insulated with 100 % DuPont Teflon.
 - d) **(For limited combustible)** The outer jacket shall be SmokeGuard FP with Teflon.
 - e) Shall consist of (4) 23 AWG twisted pairs.
 - f) Shall be suitable for the environment in which they are to be installed.
 - g) The color coding of pairs shall be:

Pair 1	Pair 2	Pair 3	Pair 4
W-BL; BL	W-O; O	W-G; G	W-BR; BR

- h) The white wire of each pair must have a tracer mark of its corresponding color wire; the color wire may or may not have a white tracer mark on it.

2.7 BACKBONE CABLE

A. Copper Distribution Riser Cable type ARMM

1. Physical Characteristics:
 - a) Shall be shielded flame-retardant riser cable
 - b) Shall meet Category-3electrical characteristics
 - c) Shall consist of 24-awg pairs in groups of 25-pair binders
 - d) Shall be available in 25-pair increments through 300-pairs
 - e) Pairs shall be color coded to match standard outside plant PIC color code
2. Installation specifics:

- a) Cable shield shall be bonded and grounded to the TELCO GROUND bar in the MDF only
 - b) Nominally each distribution closet shall be fed by one separate ARMM riser cable installed as shown in the drawings
- B. Optical Fiber Distribution Riser Cable type OFNR
- 1. Each Multimode Fiber shall be:
 - a) Optical fiber wave-guide with nominal 50/125µm-core/cladding diameter OM3.
 - b) The fiber shall have a 900 µm tight buffer.
 - c) Attenuation shall be measured in accordance with ANSI/EIA/TIA-455-78.
 - d) Information transmission capacity shall be measured in accordance with the latest revision of ANSI/EIA/TIA-455-204 or -455-220.
 - e) The measurements shall be performed at 23°C ± 5°C.
 - f) Maximum attenuation dB/Km @ 850/1300 nm: 3.0/1.0
 - g) OFL Bandwidth 3000 MHz•km @ 850nm.
 - h) OFL Bandwidth 500 MHz•km @ 1300nm.
 - i) Optical Fiber shall be laser optimized and guarantee 1 Gbps link length 1000m @ 850nm and 10 Gbps link length 500m @ 850nm.

2.8 MULTI-MODE FIBER PATCH PANELS

- A. The Optical Patch Panels shall
- 1. use standard SC connector bulk-heads
 - 2. be pre-loaded with 25-ft 50-µm OM3 SC pigtailed
 - 3. contain internal splice trays to support the total number of ports provided by the panel
 - 4. The modular patch panel shall be one of the following only:
 - a. Frederic Fiber RM1UBM012CS9-DCN (12 port panel)
 - b. Frederic Fiber RM4UBM096CS9 (96 port panel)

2.9 PATCH CORDS

The contractor shall provide factory terminated and tested UTP and optical fiber patch cords and equipment cords for the complete cabling system. The UTP patch cables shall meet the requirements of ANSI/TIA/EIA-568-B for patch cord testing.

- A. Copper (UTP) patch cords shall:
- 1. use 8 position connector with impedance matched contacts and designed using dual reactance.
 - 2. be constructed of 100 ohm, 4 pair, 24 AWG, stranded conductor, unshielded twisted pair copper per the requirements of the ANSI/TIA/EIA-568-B.2 and ANSI/TIA/EIA-568-B.2-1 standard.
 - 3. meet TIA category 6 component specifications in ANSI/TIA/EIA-568-B.2-1
 - 100% factory tested to meet category 6 performance and
 - ETL or any other nationally recognized 3rd party verification
 - 4. be center tuned to category 6 performance specifications by using paired bi-level contact array
 - 5. be capable of universal T568A or T568B wiring schemes.
 - 6. Modular connector shall maintain the paired construction of the cable to facilitate minimum untwisting of the wires.

7. have a performance marking indelibly labeled on the jacket (by the manufacturer).
 8. have the ability to accept color-coded labels and icons to comply with ANSI/TIA/EIA-606-A labeling specifications.
 9. have “snagless” protection for the locking tab to prevent snagging and to protect locking tab in tight locations and provide bend relief
 10. be available in a minimum of three standard colors
 11. be available in 7 foot and 15 foot standard lengths
 12. be backwards compatible to Category 3, 5 and 5e
 13. be manufactured by an ISO 9001 registered company.
- B. Optical patch cords shall:
1. Be 50 μm OM3 fiber to support 10 Gbps transmission compliant with the riser fiber.
 2. Be duplex configuration.
 3. Have an aqua color outer jacket
 4. Patch cords shall be either SC to SC or SC to LC in lengths specified in the BOM.

2.10 GROUNDING AND BONDING

- A. All racks, metallic backboards, cable sheaths, metallic strength members, splice cases, cable trays, etc. entering or residing in the TR or ER shall be grounded to the respective TGB or TMGB using a minimum #6 AWG stranded copper bonding conductor and compression connectors.
- B. All wires used for telecommunications grounding purposes shall be identified with a green insulation. Non-insulated wires shall be identified at each termination point with a wrap of green tape. All cables and bus bars shall be identified and labeled in accordance with the System Documentation Section of this specification.

2.11 FIRESTOP

- A. A firestop system is comprised of the item or items penetrating the fire rated structure, the opening in the structure and the materials and assembly of the materials used to seal the penetrated structure. Firestop systems comprise an effective block for fire, smoke, heat, vapor and pressurized water stream.
- B. All penetrations through fire-rated building structures (walls and floors) shall be sealed with an appropriate firestop system. This requirement applies to through penetrations (complete penetration) and membrane penetrations (through one side of a hollow fire rated structure). Any penetrating item i.e., riser slots and sleeves, cables, conduit, cable tray, and raceways, etc. shall be properly firestopped using 3M IC-15WB+.

PART 3 - EXECUTION

3.1 WORK AREA OUTLETS

- A. Cables shall be coiled in the in-wall or surface-mount boxes if adequate space is present to house the cable coil without exceeding the manufacturer’s bend radius. In hollow wall installations where box-eliminators are used, excess wire can be stored in the wall. No more than 12” of UTP slack shall be stored in an in-wall box, modular furniture raceway, or

insulated walls. Excess slack shall be loosely coiled and stored in the ceiling above each drop location when there is not enough space present in the outlet box to store slack cable.

- B. Cables shall be dressed and terminated in accordance with the recommendations made in the ANSI/TIA/EIA-568-B.1 document, manufacturer's recommendations and best industry practices.
- C. Pair untwist at the termination shall not exceed 12 mm (one-half inch).
- D. Bend radius of the twisted-pair horizontal cable shall not be less than 4 times the outside diameter of the cable.
- E. The cable jacket shall be maintained to within 25mm (one inch) of the termination point.
- F. Data jacks or jacks designated "B", unless otherwise noted in drawings, shall be located in the bottom position(s) of each vertically mounted faceplate. Data/"B" jacks in horizontally oriented faceplates shall occupy the right-most position(s).
- G. Voice jacks or jacks designated "A" shall occupy the top position(s) on the vertically mounted faceplate. Voice/"A" jacks in horizontally oriented faceplates shall occupy the left-most position(s).

3.2 HORIZONTAL DISTRIBUTION CABLE INSTALLATION

- A. Cable shall be installed in accordance with manufacturer's recommendations and best industry practices.
- B. A pull cord (nylon; 1/8" minimum) shall be co-installed with all cable installed in any conduit.
- C. Cable raceways shall not be filled greater than the ANSI/TIA/EIA-569-B maximum fill for the particular raceway type or 40%.
- D. Cables shall be installed in continuous lengths from origin to destination (no splices) except for transition points, or consolidation points.
- E. Where transition points, or consolidation points are allowed, they shall be located in accessible locations and housed in an enclosure intended and suitable for the purpose.
- F. The cable's minimum bend radius and maximum pulling tension shall not be exceeded.
- G. If a J-hook or trapeze system is used to support cable bundles all horizontal cables shall be supported at a maximum of 48 to 60 inch (1.2 to 1.5 meter) intervals. At no point shall cable(s) rest on acoustic ceiling grids or panels.
- H. Horizontal distribution cables shall be bundled in groups of no more than 50 cables. Cable bundle quantities in excess of 50 cables may cause deformation of the bottom cables within the bundle and degrade cable performance.
- I. Cable shall be installed above fire-sprinkler systems and shall not be attached to the system or any ancillary equipment or hardware. The cable system and support hardware shall be installed so that it does not obscure any valves, fire alarm conduit, boxes, or other control devices.

- J. Cables shall not be attached to ceiling grid or lighting fixture wires. Where support for horizontal cable is required, the contractor shall install appropriate carriers to support the cabling.
- K. Any cable damaged or exceeding recommended installation parameters during installation shall be replaced by the contractor prior to final acceptance at no cost to the Owner.
- L. Cables shall be identified by a self-adhesive label in accordance with the System Documentation Section of this specification and ANSI/TIA/EIA-606-A. The cable label shall be applied to the cable behind the faceplate on a section of cable that can be accessed by removing the cover plate.
- M. Unshielded twisted pair cable shall be installed so that there are no bends smaller than four times the cable outside diameter at any point in the run and at the termination field.
- N. Pulling tension on 4-pair UTP cables shall not exceed 25-lbf for a four-pair UTP cable.

3.3 HORIZONTAL CROSS CONNECT INSTALLATION

- A. Cables shall be dressed and terminated in accordance with the recommendations made in the ANSI/TIA/EIA-568-B standard, manufacturer's recommendations and best industry practices.
- B. Pair untwist at the termination shall not exceed 13 mm (0.5 inch).
- C. Bend radius of the cable in the termination area shall not exceed 4 times the outside diameter of the cable.
- D. Cables shall be neatly bundled and dressed to their respective panels or blocks. Each panel or block shall be fed by an individual bundle separated and dressed back to the point of cable entrance into the rack or frame.
- E. The cable jacket shall be maintained as close as possible to the termination point.
- F. Each cable shall be clearly labeled on the cable jacket behind the patch panel at a location that can be viewed without removing the bundle support ties. Cables labeled within the bundle, where the label is obscured from view shall not be acceptable.

3.4 OPTICAL FIBER TERMINATION HARDWARE

- A. Fiber slack shall be neatly coiled within the fiber splice tray or enclosure. No slack loops shall be allowed external to the fiber panel.
- B. Each cable shall be individually attached to the respective splice enclosure by mechanical means. The cables strength member shall be securely attached the cable strain relief bracket in the enclosure.
- C. Each fiber bundle shall be stripped upon entering the splice tray and the individual fibers routed in the splice tray.
- D. Each cable shall be clearly labeled at the entrance to the splice enclosure. Cables labeled within the bundle shall not be acceptable.

- E. A maximum of 12 strands of fiber shall be spliced in each tray
- F. All spare strands shall be installed into spare splice trays.

3.5 BACKBONE CABLE INSTALLATION

- A. Backbone cables shall be installed separately from horizontal distribution cables
- B. A pull cord (nylon; 1/8" minimum) shall be co-installed with all cable installed in any conduit.
- C. Where cables are housed in conduits, the backbone and horizontal cables shall be installed in separate conduits or sleeves
- D. Where backbone cables are installed in an air return plenum, riser rated cable shall be installed in metallic conduit.
- E. Where backbone cables and distribution cables are installed in a cable tray or wireway, backbone cables shall be installed first and bundled separately from the horizontal distribution cables.
- F. All backbone cables shall be securely fastened to the sidewall of the TR on each floor.
- G. Backbone cables spanning more than three floors shall be securely attached at the top of the cable run with a wire mesh grip and on alternating floors or as required by local codes.
- H. Vertical runs of cable shall be supported to messenger strand, cable ladder, or other method to provide proper support for the weight of the cable.
- I. Large bundles of cables and/or heavy cables shall be attached using metal clamps and/or metal banding to support the cables.
- J. All vertical backbone fiber cables shall be installed in 1-1/4" riser-rated inner-duct unless those cables have integral metallic armor.

3.6 COPPER TERMINATION HARDWARE

- A. Cables shall be dressed and terminated in accordance with the recommendations made in the ANSI/TIA/EIA-568-B standard, manufacturer's recommendations and best industry practice.
- B. Pair untwist at the termination shall not exceed 12 mm (one-half inch).
- C. Bend radius of the cable in the termination area shall not exceed 4 times the outside diameter of the cable.
- D. Cables shall be neatly bundled and dressed to their respective panels or blocks. Each panel or block shall be fed by an individual bundle separated and dressed back to the point of cable entrance into the rack or frame.
- E. The cable jacket shall be maintained to within 25 mm (one inch) of the termination point.

- F. Each cable shall be clearly labeled on the cable jacket behind the patch panel at a location that can be viewed without removing the bundle support ties. Cables labeled within the bundle, where the label is obscured from view shall not be acceptable.

3.7 RACKS AND OVERHEAD LADDER-RACKING

- A. Racks shall be securely attached to the concrete floor using a minimum 1/2" hardware or as required by local codes.
- B. Racks shall be placed with a minimum of 36 inch clearance from the walls on all sides of the rack unless otherwise directed by supplied drawings or in writing. When mounted in a row, maintain a minimum of 36 inches from the wall behind and in front of the row of racks and from the wall at each end of the row or as directed by the supplied drawings or in writing.
- C. Overhead ladder-rack shall be Newton 0020030630 12" wide with 1-1/2" solid side bar or equal.
- D. Ladder-rack shall be installed to all racks with appropriate mounting brackets to insure the bottom of the ladder-rack is 7' 1-1/2" above the floor. Installation shall be as per supplied drawings.
- E. All racks shall be grounded to the telecommunications ground bus bar in accordance with Section 2.11 of this document.
- F. Rack mount screws not used for installing patch panels and other hardware shall be bagged and left with the rack upon completion of the installation.
- G. Wall mounted termination block fields shall be mounted on 4' x 8' x .75" void free plywood. The plywood shall be mounted vertically 12" above the finished floor. The plywood shall be painted with two coats of white fire retardant paint.
- H. Wall mounted termination block fields shall be installed with the lowest edge of the mounting frame 18" from the finished floor.

3.8 IDENTIFICATION AND LABELING

- A. The contractor shall develop and submit for approval a labeling system for the cable installation. The Owner will negotiate an appropriate labeling scheme with the successful contractor. At a minimum, the labeling system shall clearly identify all components of the system: racks, cables, panels and outlets. The labeling system shall designate the cables origin and destination and a unique identifier for the cable within the system. Racks and patch panels shall be labeled to identify the location within the cable system infrastructure. All labeling information shall be recorded on the as-built drawings and all test documents shall reflect the appropriate labeling scheme. Labeling shall follow the guidelines of ANSI/TIA/EIA-606-A.
- B. All label printing will be machine generated by a labeling program using indelible ink ribbons or cartridges. Self-laminating labels will be used on cable jackets, appropriately sized to the OD of the cable, and placed within view at the termination point on each end. Outlet, patch panel and wiring block labels shall be installed on, or in, the space provided on the device.

3.9 TESTING AND ACCEPTANCE

A. General

1. All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions according to the requirements of ANSI/TIA/EIA-568-B; marginal passes (*PASS) are not acceptable. All pairs of each installed cable shall be verified prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed.
2. All cables shall be tested in accordance with this document, the ANSI/TIA/EIA standards, the Ortronics Certification Program Information Manual and best industry practice. If any of these are in conflict, the Contractor shall bring any discrepancies to the attention of the project team for clarification and resolution.

B. Copper Channel Testing

1. All twisted-pair copper cable links shall be tested for continuity, pair reversals, shorts, opens and performance as indicated below. Additional testing is required to verify Category performance.
2. Horizontal cabling shall be tested using a Level III test unit for category 6 performance compliance.

The basic tests required are:

 - Wire Map
 - Length
 - Attenuation
 - NEXT (Near end crosstalk)
 - Return Loss
 - ELFEXT Loss
 - Propagation Delay
 - Delay skew
 - PSNEXT (Power sum near-end crosstalk loss)
 - PSELFEXT (Power sum equal level far-end crosstalk loss)
3. Continuity - Each pair of each installed cable shall be tested using a test unit that shows opens, shorts, polarity and pair-reversals, crossed pairs and split pairs. Shielded/screened cables shall be tested with a device that verifies shield continuity in addition to the above stated tests. The test shall be recorded as pass/fail as indicated by the test unit in accordance with the manufacturers' recommended procedures, and referenced to the appropriate cable identification number and circuit or pair number. Any faults in the wiring shall be corrected and the cable re-tested prior to final acceptance.
4. Length - Each installed cable link shall be tested for installed length using a TDR type device. The cables shall be tested from patch panel to patch panel, block to block, patch panel to outlet or block to outlet as appropriate. The cable length shall conform to the maximum distances set forth in the ANSI/TIA/EIA-568-B Standard. Cable lengths shall be recorded, referencing the cable identification number and circuit or pair number. For multi-pair cables, the shortest pair length shall be recorded as the length for the cable.

5. Category 6 Performance

Shall meet the channel requirements outlined below for a 100-meter, 4-connector channel.

Frequency (MHz)	Maximum Insertion Loss (dB)	Minimum NEXT (dB)	Minimum PSNEXT (dB)	Minimum ELFEXT (dB)	Minimum PSELFEXT (dB)	Minimum Return Loss (dB)
1.0	2.1	70.0	67.0	68.3	65.3	22.0
4.0	4.0	68.0	65.5	56.2	53.2	22.0
10.0	6.3	61.6	59.0	48.3	45.3	22.0
20.0	9.0	56.6	54.0	42.2	39.2	22.0
31.25	11.3	53.4	50.7	38.4	35.4	20.1
62.5	16.4	48.4	45.6	32.3	29.3	17.1
100.0	21.2	44.9	42.1	28.3	25.3	15.1
155.0	26.6	41.7	38.8	24.4	21.4	13.1
200.0	31.5	39.8	36.9	22.2	19.2	12.1
250.0	36.0	38.1	35.2	20.3	17.3	11.0

C. Fiber Testing

1. Testing procedures shall be in accordance with the following:
 - a. ANSI/TIA/EIA-568-B
 - b. ANSI/TIA/EIA-568-B.1
 - c. ANSI/TIA/EIA-526-7, Method A.1
 - d. ANSI/TIA/EIA-526-14A, Method B
 - e. TSB-140 Tier 1 fiber testing is required. Tier 2 Fiber Testing is recommended
2. Preparation
 - a. Properly clean all connectors, adapters, and jumpers prior to testing.
 - b. Insure that the testing jumpers are of the same fiber core diameter and connector type as the fibers to be tested.
 - c. The power meter shall be properly calibrated prior to testing. Contractor to provide written confirmation of the calibration, with the power meter serial number, to the Owner, if requested. If this documentation is not available upon request, the Contractor shall re-test all optical fiber cables after documented calibration of the power meter is accomplished.
3. Test Equipment
 - a. Optical power meter and source (Certification tester Fluke or Agilent preferred). Suitable OTDR with launch cable for Tier 2 testing. OTDR Launch Cable length recommendation is 75 meters for MMF and 300 meters for SMF systems.
4. Testing
 - a. All Multimode fibers shall be tested to the requirements of ANSI/EIA/TIA-568-B, TIA-525-14A (Method A.1) and TSB-140. Optical fibers shall be tested at both 850 nm and 1300 nm wavelengths for end-to-end insertion loss and Bi-Directional (MTR to TR-1, TR-1 to MTR)
 - b. All Single-mode fibers shall be tested to the requirements of ANSI/EIA/TIA-568-B, TIA-526-7 (or Method A.1) and TSB-140. Optical fibers shall be tested at both 1310 nm and 1550 nm wavelengths for end-to-end insertion loss and Bi-Directional (MTR to TR-1, TR-1 to MTR)

- c. Insure that the power meter and light source are set to the same wavelength prior to testing each fiber.
- d. Connect an appropriate test jumper to the light source and power meter.
- e. Power on both the power source and light meter, allowing them to stabilize.
- f. Record the reference power reading in dB. If the jumper is removed from the light source for any reason, the reference power reading must be re-established.
- g. Insert a second appropriate jumper, using an appropriate adapter, between the first jumper and the power meter. Record the power reading in dB.
- h. Reference TSB-140 for additional recommendations and testing guidelines.
- i. Provide written documentation of all test results to owner. Provide electronic copy of test results, in original tester format, to manufacturer when registering project for warranty on-line.

3.10 SYSTEM DOCUMENTATION

- A. Upon completion of the installation, the telecommunications contractor shall provide three (3) full documentation sets to the Engineer for approval. Documentation shall include the items detailed in the sub-sections below.
- B. Documentation shall be submitted within ten (10) working days of the completion of each testing phase (e.g. subsystem, cable type, area, floor, etc.). This is inclusive of all test result and draft as-built drawings. Draft drawings may include annotations done by hand. Machine generated (final) copies of all drawings shall be submitted within 30 working days of the completion of each testing phase. At the request of the Engineer, the telecommunications contractor shall provide copies of the original test results.
- C. The Engineer may request that a 10% random field re-test be conducted on the cable system, at no additional cost, to verify documented findings. Tests shall be a repeat of those defined above. If findings contradict the documentation submitted by the telecommunications contractor, additional testing can be requested to the extent determined necessary by the Engineer, including a 100% re-test. This re-test shall be at no additional cost to the Owner.

3.11 TEST RESULTS

- A. Test documentation shall be provided on disk within three weeks after the completion of the project. The disk shall be clearly marked on the outside front cover with the words "Project Test Documentation", the project name, and the date of completion (month and year). The results shall include a record of test frequencies, cable type, conductor pair and cable (or outlet) I.D., measurement direction, reference setup, and crew member name(s). The test equipment name, manufacturer, model number, serial number, software version and last calibration date will also be provided at the end of the document. Unless the manufacturer specifies a more frequent calibration cycle, an annual calibration cycle is anticipated on all test equipment used for this installation. The test document shall detail the test method used and the specific settings of the equipment during the test as well as the software version being used in the field test equipment.
- B. The field test equipment shall meet the requirements of ANSI/TIA/EIA-568-B including applicable TSB's and amendments. The appropriate Level III tester shall be used to verify Category 6 cabling systems.

- C. Printouts generated for each cable by the wire (or fiber) test instrument shall be submitted as part of the documentation package. The telecommunications contractor must furnish this information in electronic form (CD-ROM).
- D. Test documentation shall also be provided to the manufacturer within three weeks after the completion of the project. Test results shall be uploaded when registering the project for warranty using the manufacturer's on-line system. Test results shall be in the tester's original format from an approved tester listed on manufacturer's website. All test results must show a PASS; marginal passes (*PASS) are not accepted.
- E. When repairs and re-tests are performed, the problem found and corrective action taken shall be noted, and both the failed and passed test data shall be documented.

3.12 AS-BUILT DRAWINGS

- A. The drawings are to include cable routes and outlet locations. Outlet locations shall be identified by their sequential number as defined elsewhere in this document. Numbering, icons, and drawing conventions used shall be consistent throughout all documentation provided. The Owner will provide floor plans in paper and electronic (DWG, AutoCAD rel. 14) formats on which as-built construction information can be added. These documents will be modified accordingly by the telecommunications contractor to denote as-built information as defined above and returned to the Owner.
- B. The Contractors shall annotate the base drawings and return a hard copy (same plot size as originals) and electronic (AutoCAD rel. 14) form.

PART 4 - WARRANTY AND SERVICES

4.1 WARRANTY

- A. The NetClear Warranty combines a 25-year extended product warranty with a 25-year applications assurance warranty. Berk-Tek and Ortronics (Manufacturer) provides the warranty directly to the end-user.
- B. An Extended Product Warranty shall be provided which warrants functionality of all components used in the system for 25 years from the date of registration. The Extended Product Warranty shall warrant the installed horizontal and/or backbone copper, and both the horizontal and the backbone optical fiber portions of the cabling system.
- C. The Application Assurance Warranty shall cover the failure of the wiring system to support the applications that are designed for the link/channel specifications of ANSI/TIA/EIA-568-B.1. These applications include, but are not limited to, 10BASE-T, 100BASE-T, 1000BASE-T, and 155 Mb/s ATM.
- D. The contractor shall provide a warranty on the physical installation.

4.2 CONTINUING MAINTENANCE

- A. The contractor shall furnish an hourly rate with the proposal submittal, which shall be valid for a period of one year from the date of acceptance. This rate will be used when cabling

support is required to affect moves, adds, and changes to the system (MACs). MACs shall be performed by an Ortronics CIP Contractor / Berk-Tek OASIS Integrator and shall be added to the NetClear^{GT2} warranty when registered with Ortronics or Berk-Tek.

4.3 FINAL ACCEPTANCE & SYSTEM CERTIFICATION

- A. Completion of the installation, in-progress and final inspections, receipt of the test and as-built documentation, and successful performance of the cabling system for a two week period will constitute acceptance of the system. Upon successful completion of the installation and subsequent inspection, the end user shall be provided with a numbered certificate, from Ortronics or Berk-Tek, registering the installation.