

REQUEST FOR PROPOSAL

#6842

Structured Wiring Services

FOR

Washtenaw County Infrastructure Management I.T.

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Beth A. Duffy, CPPB
(734) 222-6761



Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #6842

May 7, 2015

Washtenaw County Purchasing Division on behalf of Infrastructure Management I.T. (Washtenaw County Department) is issuing a sealed RFP #6842 for Communications Structured Wiring Services.

Sealed Proposals: Vendor will deliver one (1) **unbound original** and three (3) **bound copies each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104**

By 21, May, 2015 at 1 pm EST

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Your proposal submission envelope(s) must be clearly marked including FedEx & UPS package labels "SEALED RFP#6842"
- Please direct purchasing and procedural questions regarding this RFP to Beth A. Duffy **via e-mail only** to duffy@ewashtenaw.org
- Please direct technical questions regarding this RFP to Dept. contact Steve Farat **via e-mail only** to farats@ewashtenaw.org

Thank you for your interest.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor/Vendor”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“Department”	Infrastructure Management I.T.

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) unbound original and three (3) copies** and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of 2 year(s), with an option to renew an additional 3 year(s) in one year increments, pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

III. VENDOR SPECIFICATIONS

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

A. State the bidder's qualifications to provide the services required by Washtenaw County.

(Attach as Addendum A)

1. List the number and names of individuals that will be participating in the installation of structured wiring as called out in this RFP.
2. Provide the name, title and telephone number of the support manager responsible for installations and service.
3. State the number of factory-trained personnel authorized to install, troubleshoot and test the structured wiring mentioned in this RFP. Include certifications as part of this response.
4. State the address of the primary service location, which will serve as the installation address in this RFP. Location must be within a 60-mile radius of the installation sites.
5. Indicate the address from which personnel would be dispatched if different from above. Location must be within a 60-mile radius of the installation sites.
6. Indicate address of parts inventory. Location must be within a 60-mile radius of the installation sites.
7. Provide the Contractors' qualifications:
 - a.- total years in business, years in the communications business under the name stated on the Signature Page (at the end of the RFP)
 - b. number of individuals employed in the installation and design of the services outlined in this RFP.
 - c. If the Contractor has less than eight (8) years of communications experience, provide a list of three customers in each year of business you have been established in which you have installed and maintained the proposed equipment and services.
8. Detail the number of years and experience the Contractor has in the design, installation and testing of fiber optic networks (outside plant & interior distribution). Describe experience as a primary contractor in fulfilling these services.
9. Does your company have on staff a RCCD certified cable engineer? If so please state name, number of years holding this certification, and number of years employed with the company.
10. Provide information pertaining to any previously held or current government contracts for related services and the agencies provided these services. Include name of contact and phone number of agency.

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- B. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.

(Attach as Addendum B)

1. List three (3) references, in South Eastern Michigan for which the company has installed and is currently maintaining structured wiring (CAT 6) or higher, single mode & multimode fiber, voice distribution) requested in this RFP. List contact name and telephone number.
 - a.- Each reference must be a paying customer external to the Bidder's organization.
 - b.- The Bidder must have installed the infrastructure for within the past 12 months.
 - c.- The installed infrastructure and terminations must be comparable to the services requested in this bid (fiber single mode & multi mode, CAT6e, voice etc.).
2. Indicate telephone number and project manager for this bid
3. Indicate the contact person and telephone number for the second level contact in the event that acceptable response has not been made by above project manager.

- C. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

(Attach as Addendum C)

IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

V. SCOPE OF WORK

5.1 VOICE CABLE AND DISTRIBUTION CABLE

- 5.1.1 The installation of all premises, distribution, cross connect, patch, backbone and horizontal wiring are to comply with all local code authority and the following EIA/TIA and ANSI specifications and or standards:

ANSI/TIA 568-A Standard, Commercial Building Telecommunications Wiring Standard
EIA/TIA 569 Standard, Commercial Building Standards for Telecommunications Pathways and Spaces.
ANSI/ICEA S-83-596-1988, Standard For Fiber Optic Premises Distribution Cable
ANSI/TIA-C.2 Category 6A

All premises wiring required to complete installation of the services requested in this RFP will be the responsibility of the Contractor. Premises wiring are defined as intra and inter building data and voice wiring necessary for the project. This includes fiber patches and data patch connections.

- 5.1.2 **Manufacturers Material Specification sheets are required for all installation materials used in this bid if alternate materials are chosen for cable products. This material is to be attached as Attachment "C" to the balance of the response.**
- 5.1.3 All cabling must be designed for the purpose as outlined in article 800 of the NEC code. Contractor is to determine the proper use of either PVC or Teflon conductor insulation depending on the air handling requirements of the building or as applicable wiring and building codes require.
- 5.1.4 All wiring and termination materials employed in the installation of this system must fully comply with all applicable requirements under FCC Part 68 subpart J and be recognized or listed by a national recognized testing laboratory (NRTL).
- 5.1.5 All new wiring in common areas or office environments must be enclosed in metal raceway (i.e., wire mold) when locations are not provided or served via already provided in wall voice & data conduit and electrical boxes.

5.2 FIBER OPTIC CABLE

- 5.2.1 Fiber cable to be supplied is to be multimode 62.5/125 micron. Single mode at 8.3/125. Accepted manufacturers for this product is: Corning, AT&T, 3M, Berktec.
- 5.2.2 All fiber optic cables and connection means are to be designed and manufactured to all applicable ANSI/EIA/TIA specifications.
- 5.2.3 End connections for fiber cable must be SC.

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5.3 VOICE, DATA and FIBER TERMINATION'S

- 5.3.1 Voice terminations are to be made on standard single RJ-45 jacks. The County currently employs Leviton Quick Port Snap Modules
- 5.3.2 Data terminations are to be made on standard single Category 6e RJ-45 8 position jack. The County currently employs Leviton Quick Port Snap Modules. **Wiring standard for Category 6e wiring termination is T568B.**
- 5.3.3 Data modular jack housings are to be orange in color, flush mount and is to be located on the same face plate as the voice termination whenever possible.
- 5.3.4 Equipment room MDF and IDF terminations for voice applications are to be made on standard 110 type termination blocks and associated mounting brackets and hardware specifically designed for the purpose. The use and or combination of cable trays, backboards, wall frames, and stand-alone frames are expected to be utilized in providing a logical and proper layout to equipment spaces and IDF locations. Accepted manufacturers of frame equipment: Homaco, Leviton, Ortronics, Legrand
- 5.3.5 The following voice grade and Category 6e terminations, face plates and associated hardware **shall** be used:

<u>Description</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Color</u>
2 - Port Wall Plate	Leviton	41080-2WP	White
6 - Port Wall Plate	Leviton	41080-6WP	White
1 - Port Wall Plate	Leviton	42080-1WP	White
Quick Port Dual Gang	Leviton	42080-12W	White
Quick Port Voice Grade USOC	Leviton	41108-RG8	White
Quick Port CAT 6+ RJ45	Leviton	61110-RO6	Orange

- 5.3.6 The following Category 6e patch panels and associated hardware are to be used:

<u>Description</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Wiring Config.</u>	<u>Color</u>
12 Port	Leviton	69586-U12	T568B	Black
24 Port	Leviton	69586-U24	T568B	Black
48 Port	Leviton	69586-U48	T568B	Black
12 Port Patch Block	Leviton	69586-U89	T568B	Black
Standard Cord Manager	Leviton	49253-BCM		Black
3" Vertical Manager Ring	Leviton	49260-MR3		Black
6" Vertical Manager Ring	Leviton	49260-MR6		Black

- 5.3.7 The following data frames or equivalent* are to be used for closet hardware mounting:
* Must meet specifications exactly.

<u>Description</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Color</u>
Wall Frame	Homaco	19-35-T25DHYDT*B	Black
19 Equipment Shelf	Homaco	ES-19-3	Black

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5.3.8 The following fiber rack mount enclosures and associated hardware are to be used:

<u>Description</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Color</u>
LANscape rack mount fiber enclosure	Corning	CCH-01U	Black
LANscape rack mount fiber enclosure	Corning	CCH-02U	Black
LANscape rack mount fiber enclosure	Corning	CCH-03U	Black
LANscape rack mount fiber enclosure	Corning	CCH-04U	Black
LANscape Wall Mount fiber enclosure	Corning	WCH-02P	Black
LANscape Wall Mount fiber enclosure	Corning	WCH-04P	Black
LANscape SC Compatible Adapter	Corning	CCH-CP06-3C	Black
LANscape SC Compatible Adapter	Corning	CCH-CP06-6C	Black
LANscape SC Compatible Adapter	Corning	CCH-CP12-3C	Black
LANscape SC Compatible Adapter	Corning	CCH-CP12-6C	Black
LANscape SC Compatible Adapter	Corning	CCH-CP08-56	Black
LANscape SC Compatible Adapter	Corning	CCH-CP08-3C	Black
LANscape SC Compatible Adapter	Corning	CCH-CP06-56	Black
LANscape SC Compatible Adapter	Corning	CCH-CP12-56	Black

5.4 INSTALLATION

- 5.4.1 The Contractor will coordinate with Infrastructure Management IT regarding any interruption to existing telephone\data communications. Any interruptions are to be minimized and be performed after-hours, on weekends or holidays.
- 5.4.2 Regarding installation activity that is potentially disruptive (i.e. drilling, running cable, mounting frames, raceway, etc.) to administrative activity, the Contractors will notify the Support Services Project manager of potential disturbance prior to beginning work.
- 5.4.3 Contractors are to supply their own tools and equipment, especially brooms, dustpans, ladders etc.
- 5.4.4 Contractor will be required to broom clean work areas at the end of each shift or workday.
- 5.4.5 Installation equipment, materials, and product will ONLY be allowed to be kept in specified areas. Hallways, office areas lobbies etc. are not suitable for storage and the County will **NOT** be held liable for missing or stolen equipment.
- 5.4.6 Wiring to all outlets to run above the ceiling shall be fastened to the building structure at eight (8) foot intervals through the combined use of, but not limited to, J hooks, beam clamps, D-rings, and hangers. **At no time are voice or data drops/homeruns to be directly secured to the building structure above ceiling without the use of cable supports.** Cabling above ceiling shall be sectioned off, bundled and tied, and routed back to intermediate or master wiring closets using a star configuration. All wiring shall run continuously from the outlet to the wiring closet without breaks or splices. Cable supports shall be employed every eight (8) feet. **Cable supports (J Hooks etc.) shall be sized 50% larger than needed to allow for future growth.**
- 5.4.7 In areas where ceiling tiles are removed for cable pulling, or ceiling tiles are damaged as a result of cable pulling, the Contractor shall replace tiles with like tiles.

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- 5.4.8 All boxes, equipment and cable shall be firmly secured in place. Boxes, jacks and blocks shall be plumb and square. Consideration will be given for overall aesthetic factors. **Sample installation diagrams and layouts are to be followed at all times. Deviations due to design and or building structural considerations must be cleared with Support Services project manager.**
- 5.4.9 **Any new or replacement premises wiring shall be clearly labeled.** The Contractor and County will work to design a structured method of designating all cabling involved with the project.
- 5.4.10 The Contractor will observe all applicable departmental safety and security regulations established.
- 5.4.11 The Contractor is responsible for repair of damage to the building due to carelessness of their workmen, and exercise reasonable care to avoid any damage to property. The Contractor must report to the County any damage to the building that may exist or may occur during the occupancy of the quarters.
- 5.4.12 The Contractor must run all jumpers and wiring, including line jumpers connected to lightning or surge protectors, as may be required to properly interconnect the system parts to each other and to the common carrier network(s).
- 5.4.13 The Contractor must promptly correct all defects for which the Contractor is responsible.
- 5.4.14 Upon completion of the work, the Contractor must remove his tools, equipment and all rubbish and debris from the premises and must leave the premises clean and neat.
- 5.4.15 The Contractor will obtain the County's (Infrastructure Management IT) permission before cutting into or through any part of the building structure such as beams, girders, concrete, or tile floors, partitions and ceilings. The Contractor shall restore any girders, beams, floors, partitions, ceilings, fire partitions and walls to their original condition.
- 5.4.16 The Contractor will coordinate all work with Infrastructure Management IT.
- 5.4.17 Optical fiber connecting hardware shall be installed to provide well-organized installation and cable management and always in accordance with manufacturer's guidelines.
- 5.4.17 Core boring set up is to be handled in such a way as to minimize interference with daily operations and with minimal impact to the work environment.
- 5.4.18 A temporary structure/enclosure is to be erected to contain all indoor core-boring locations. Cleanup of debris related to boring is the responsibility of the contractor. Work area is to be cleaned and returned to an as found condition. This will include but not be limited to water control and abatement, floor washing, vacuuming, carpet cleaning, furniture dusting, furniture cleaning and furniture washing by a professional cleaning service as needed.
- 5.4.19 Fiber optic cable service loops are to be provided at all fiber termination points. Wiring closet loops are to be a minimum of 15ft. End termination or main termination point loop is to be a minimum of 30ft.
- 5.4.20 Category 6e and Category 3 horizontal cabling shall have a minimum two (2) foot service loop for each cable above ceiling. Service loop is to be neatly dressed and secured.

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- 5.4.21 Category 6e patch panel terminations are to maintain cable jacket and twist a minimum of one half inch from point of termination. End station terminations are to maintain cable jacket and twist up to the edge of the jack housing. Dust caps must always be used to provide pair protection and strain relief.
- 5.4.22 All indoor/outdoor splices and distribution must be enclosed in an enclosure designed for the purpose and able to provide maximum protection to splices and protection from environmental effects.
- 5.4.23 All splices must be impervious to environmental effects and mechanical shock.
- 5.4.24 Splice trays must protect all fiber splices.
- 5.4.25 All inside distribution and outside plant fiber cabling must be strain relieved to hinder the possibility of breakage and connection failure.
- 5.4.26 Installation work will involve performing installation duties in an operational, production data center. The utmost care is to be exercised in the installation of requested services. At no time will installation work be permitted without on site supervision provided by the County's Infrastructure Management IT Department.
- 5.4.27 County may elect also to implement other changes of its own accord. Should County elect to make its own changes, County shall assume responsibility for the operation integrity of the structured wiring as it is directly affected by such changes by County. Upon request, the Contractor shall research all reported physical installation & performance problems or errors and correct them to the County's satisfaction. If the problem or error resulted from design changes made by County, the charge for correction shall be computed using the rates for standard T & M charges as requested in this bid.

5.5 TESTING AND ACCEPTANCE

GENERAL

- 5.5.1 Inspection of the installed systems shall be made by the staff of Infrastructure Management IT. If items from the bid have been omitted or need changing as per requirements stated herein, they shall be noted in a deviation list. This deviation list will be given to the Contractor who is expected to complete all items within the time specified by Infrastructure Management IT. Prior to any payment being due thereunder, the system must be delivered, installed and accepted by Infrastructure Management IT, as stated herein.
- 5.5.2 Installation of structured horizontal wiring, cable riser, voice and data drops, raceway, terminations, fiber riser, fiber distribution, coring, and peripheral equipment must be completed.
- 5.5.3 The County will make inspection as it deems necessary when notified by the Contractor that the services requested, or any part thereof, is ready for acceptance.
- 5.5.4 After cutover of any portion of the system, the Contractor shall conduct acceptance tests outlined in this section for fiber and copper cabling.
- 5.5.5 Performance and quality tests shall be conducted as specified in this section.

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- 5.5.7 Successful testing by the Contractor with written report of results to Infrastructure Services project manager of all performance and quality incorporating the full range of testing specified.
- 5.5.8 Implementation of any and all deviation list items which may result from inspections by the Infrastructure Services project manager must be completed.
- 5.5.9 Written certification signed by an authorized representative of the Contractor indicating the satisfactory completion of the above outlined items.
- 5.5.10 Acceptance of the services requested shall be granted after all equipment has passed the tests required in the RFP, and has been in operation thirty (30) consecutive days without a major failure. The event of a major failure, the County reserves the right to extend the acceptance date until a time the installation complies with the thirty (30) day major fault free requirement.
- 5.5.11 Following verification by Infrastructure Management that the installation conforms to all the requirements stated herein, and that the system is 100% operational, a letter of acceptance will be issued to the Contractor.
- 5.5.12 Final payment is contingent on signed acceptance of services from the County.

5.6 VOICE GRADE WIRE TESTING

The following tests shall be run on all voice grade runs:

The tests shall be run from end to end between **all** termination points. Station jack to intermediate termination, riser to main equipment room etc.

- 1) Continuity. (all pairs)
- 2) Wire Map. (test must include open pairs, shorts, and crossed pairs)

5.7 CATEGORY 6e WIRE TESTING

The following tests shall be run on all installed Category 6e data runs:

Testing shall be end to end, patch panel to jack including patch cables. (Total run length not to exceed 316ft. With patch cables 328ft).

- a. Wire Map
- b. Length
- c. Insertion Loss
- d. NEXT Loss
- e. PS NEXT Loss
- f. ACR-F Loss
- g. PS ACR-F Loss
- h. Return Loss
- i. Propagation Delay
- j. Delay Skew

Test results shall be presented in an Excel spreadsheet, version 5.0 or greater, detailing cable port location (building, closet etc.) and all requested test data for the run.

5.8 SINGLE MODE AND MULTI MODE FIBER TESTING

The following tests shall be run on **all** installed fiber stands:

Testing is to be end to end with all terminations and splices involved for each strand tested. OTDR, Both directions. Test results shall be presented in an Excel spreadsheet, version 5.0 or greater, detailing cable detailing cable port, location (building, closet etc.) length and attenuation in dB. Additionally, each test is to include a graphical representation of the test, measurement results, and cable information and set up parameters. The following standards will be used:

ANSI/TIA/EIA-455-59A, Measurement of Fiber Point Discontinuities Using an OTDR.

ANSI/TIA/EIA-455-60A, Measurement of Fiber or Cable Length Using an OTDR.

ANSI/TIA/EIA-455-61A, Measurement of Fiber or Cable Attenuation Using an OTDR.

ANSI/TIA/EIA-526-7, Optical Power Loss Measurements of Installed Single mode Fiber Cable Plant.

ANSI/TIA/EIA-526-14-A, Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant.

5.9 HOURS OF OPERATION

5.9.1 County normal business hours will be from 8:30 am to 5:00 PM Monday through Friday.

5.9.2 Off-hours or after hours work is permitted however all after hours work must be approved by the Washtenaw County Infrastructure Services Communications Manager. Coordination of daily work and schedule is to be confirmed and cleared by the Infrastructure Services IT Communications Manager.

5.10 SUBCONTRACTORS

Subcontracting of any services requested under this bid is prohibited, unless those services requested exceed the scope of this bid and are required to effect timely completion of requested service and are agreed to by the County in advance of contract initiation and start of work.

5.11 EXTRA CHARGES:

5.11.1 No changes shall be made, nor will bills for extra charges, alterations, modifications, deviations, and extra orders made by the Contractor be paid for except upon written work/change order from the County.

5.11.2 The County will not authorize payment for changes, alterations, modifications, deviations, or extra orders made except upon written order from the County. The County will not authorize payment for changes, alterations, modification, deviations, etc. that are

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the result of Contractor error in performance of system maintenance or additions/reconfigurations to existing equipment.

15.12 PERMITS AND CERTIFICATES

The Contractor shall obtain and pay for all necessary permits, certificates and licenses required and necessary for performance of the work; and shall post all notices required by law and comply with laws and ordinance applicable.

5.13 MATERIALS AND APPLIANCES

Unless otherwise stipulated, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and other facilities necessary for the performance and completion of the work. **All special handling equipment charges shall be paid by the Contractor.**

5.14 CORRECTED WORK

The County will on occasion make checks and measurements of material to determine if physical and electrical characteristics and specifications are being met. If the County deems it expedient to correct or replace materials not in accordance with the characteristic or specifications as ordered, the Contractor shall make such corrections or replacements at no additional expense to the County within 10 days.

5.15 APPLICABLE CODES

The following list of codes and regulations establish the minimum requirements applied to work done at the County. Where applicable local building and installation codes exceed or differ for national codes, local codes shall be followed.

- BOCA Basic Building Code
- NFPA National Fire Code
- National Electrical Code (NEC Code)
- State of Michigan Plumbing Code
- State of Michigan Elevator Law
- State of Michigan Occupational Safety Standards Act
- State of Michigan Energy Code

VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

SERVICE CONTRACT
(NAME OF CONTRACTOR)

CR _____

AGREEMENT is made this _____ day of _____, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and **(NAME OF CONTRACTOR)** located at **(CONTRACTOR'S ADDRESS)** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to **(DEPARTMENT HEAD TITLE)** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract is for a three (3) year term (***change as necessary***) which begins on (***MONTH, DAY, YEAR***) and ends on (***MONTH, DAY, YEAR***) with an option to extend for two (2) additional one (1) year periods.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities,

claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract.

Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR# _____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination;

rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.81 per hour with benefits or \$ 13.85 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2014 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII-FEDERALLY REQUIRED PROVISIONS

When applicable, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

For “federally assisted construction contracts” as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under 41 CFR 60—1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964—1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations

at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland "Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which prohibits Contractor or Subrecipient from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of "funding agreement" under 37 CFR, Sec. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan's energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor of a Federal contract, grant, loan or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the federal funds awarded under this Agreement.

The parties agree that County and Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, for those items where the purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXIII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIV – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
(DEPARTMENT HEAD) (DATE)

By: _____
(CONTRACTOR'S NAME) (DATE)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

PRICE SHEET

NOTE: The price sheet will be the primary means to compare bid submissions for your award recommendation.

TERM OF CONTRACT/PRICE INCREASES

1. The contract is for a period of two (2) years from the date a purchase order is issued. If both the County and Contractor agree, the contract could be extended for three (3) additional years with the same terms and conditions on a year by year basis.
2. The successful Contractor will be permitted annual increases in the labor prices bid for the additional year after the second year of the contract. Prices for the first two years are fixed. This increase shall be in accordance with the change in the National Consumer Price Index for the previous twelve month period and shall not exceed any other customer's rates.
3. The successful Contractor will be permitted price increases for parts and materials if they receive price increases from manufacturers or distributors. These price increases must be requested in writing to the Purchasing Manager and be supported by copies of catalogs or invoices from the manufacturer or distributor showing the price increase

PRICING

The estimated total quantity indicated in the schedule is an approximation of the number of items to be used in determining price structures and is not binding on the County. The County has the right to order any quantity during the term of the contract which the Manager of the Purchasing Department deems necessary. The County also reserves the right to purchase materials separately through alternate vendors and suppliers.

Pricing is to be provided in the format outlined below. The overall summary of costs per requested is to be documented in areas as provided in this section. The County will accept only first quality **"New"** equipment and materials for installation under this bid. Equipment and materials must not be used, pre-owned, returned, remanufactured, reconditioned or have had its serial numbers registered as sold to a previous customer or Vendor. The County reserves the right to verify origin and condition of all equipment and materials at any time. Equipment and materials not in compliance will constitute a breach of this agreement and can result in cancellation of this agreement regardless of fault.

COMMODITY AND EQUIPMENT DISCOUNT

For all additional items not listed below, state the discount rate off of the manufacturer's retail price to be expected when purchasing these items:

Discount percentage off of manufacturer's retail price: _____

BID #6842 Structured Wiring

COST SUMMARY

Description	Manufacturer	Part Number	Quantity	Unit	Total
2-Port Wall Plate	Leviton	41080-2WP	10	_____	_____
6 - Port Wall Plate	Leviton	41080-6WP	10	_____	_____
1- Port Wall Plate	Leviton	42080-1W	10	_____	_____
Quick Port Voice Grade USOC	Leviton	41108-RG8	10	_____	_____
Quick Port CAT 6 RJ45	Leviton	61110-RO6	10	_____	_____
Snap-in Blank Module	Leviton	41084-BWB	10	_____	_____
Wall Frame	Homaco 1	9-35-T25DHYDT*B	1	_____	_____
19 " Equipment Shelf	Homaco	ES-19-3	1	_____	_____
LANscape rack mount fiber enclosure	Corning	CCH-01U	1	_____	_____
LANscape rack mount fiber enclosure	Corning	CCH-02U	1	_____	_____
LANscape rack mount fiber enclosure	Corning	CCH-03U	1	_____	_____
LANscape SC Compatible Adapter	Corning	CCH-CP06-C3	2	_____	_____
LANscape SC Compatible Adapter	Corning	CCH-CP06-6C	2	_____	_____
LANscape SC Compatible Adapter	Corning	CCH-CP08-C6	2	_____	_____
LANscape SC Compatible Adapter	Corning	CCH-CP08-39	2	_____	_____
LANscape SC Compatible Adapter	Corning	CCH-CP06-56	2	_____	_____
LANscape SC Compatible Adapter	Corning	CCH-CP12-56	2	_____	_____
LANscape SC Compatible Adapter	Corning	CCH-CP12-3C	2	_____	_____
LANscape SC Compatible Adapter	Corning	CCH-CP12-6C	2	_____	_____
Certified CAT6e 3 foot patch cable w / hoods			50	_____	_____
Certified CAT6e 6 foot patch cable w / hoods			50	_____	_____

BID #6842 Structured Wiring

Description	Manufacturer	Part Number	Quantity	Unit	Total
Certified CAT6e 10 foot patch cable w / hoods			25	_____	_____
Certified CAT6e 15 foot patch cable w / hoods			25	_____	_____
Certified CAT6e 25 foot patch cable w / hoods			25	_____	_____
Plenum 2" inner duct			2000ft	_____	_____
Plenum 1 ½' inner duct			2000ft	_____	_____
Single mode fiber 12 strand OFNR			2000ft	_____	_____
Single mode fiber 12 strand OFNP			2000ft	_____	_____
Single mode fiber 24 strand OFNR			2000ft	_____	_____
Single mode fiber 24 strand OFNP			2000ft	_____	_____
Single mode fiber 48 strand OFNR			2000ft	_____	_____
Single mode fiber 48 strand OFNP			2000ft	_____	_____
Hybrid single / multi mode 12 strand OFNR			2000ft	_____	_____
Hybrid single / multi mode 12 strand OFNP			2000ft	_____	_____
62.5 multi mode fiber 12 strand OFNR			2000ft	_____	_____
62.5 multi mode fiber 12 strand OFNP			2000ft	_____	_____
CAT6e data cabling, plenum			5000ft	_____	_____
CAT6e data cabling			5000ft	_____	_____
Voice grade cabling, 4pr plenum			1000ft	_____	_____
Voice grade cabling , 4pr			1000ft	_____	_____
Voice grade cabling, 2pr plenum			1000ft	_____	_____
Voice grade cabling, 2pr			5000ft	_____	_____
Voice grade 25 pair plenum riser			1000ft	_____	_____

BID #6842 Structured Wiring

<u>Description</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total</u>
Voice grade 25 pair riser			1000ft	_____	_____
Voice grade 100 pair plenum riser			1000ft	_____	_____
Voice grade 100 pair riser			1000ft	_____	_____

TIME AND LABOR COSTS

Please provide pricing for the following items.

1. Minimum Labor charge Per _____ \$ _____
2. Additional Labor (Specify billing increments) Per _____ \$ _____
3. Minimum overtime labor charge Per _____ \$ _____
4. Additional Overtime Labor Charge Per _____ \$ _____
5. Overtime charge begins _____ and ends _____ M, Tu, W, Th, F
6. Overtime charge begins _____ and ends _____ Sat, Sun
7. Fuel surcharge \$ _____ per trip or work order (circle one)

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Office Telephone #	_____ Cell Phone #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.