STANDARD FORM 20 JANUARY 1961 EDITION GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.401 PEFERENCE

RFP N62470-78-R-3012 Specification 05-78-3012

INVITATION FOR BIDS

CABLE TV FRANCHISE

DATE

26 May 1978

NAME AND LOCATION OF PROJECT

Cable Television (CATV)
Marine Corps Base
Camp Lejeune, North Carolina

DEPARTMENT OR AGENCY

Department of the Navy Naval Facilities Engineering Command

BY (Issuing office) Officer in Charge of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base

Camp Lejeune, North Carolina 28542

Sealed proposals in duplicate for the service described herein will be received until 2:00 P.M., $\underline{18}$ July $\underline{1978}$, at the Issuing Office listed above and at that time publicly opened.

Proposals are being solicited for Cable Television (CATV) service to the Camp Lejeune complex.

Approximately 5,100 potential customers are anticipated.

Selected franchisee will have the option of providing service from off-base or building receiving site(s) on base.

Franchise will be for a term of 10 years, with a Government option to renew for an additional 10 years.

Award will be based on cost-to-the-users.

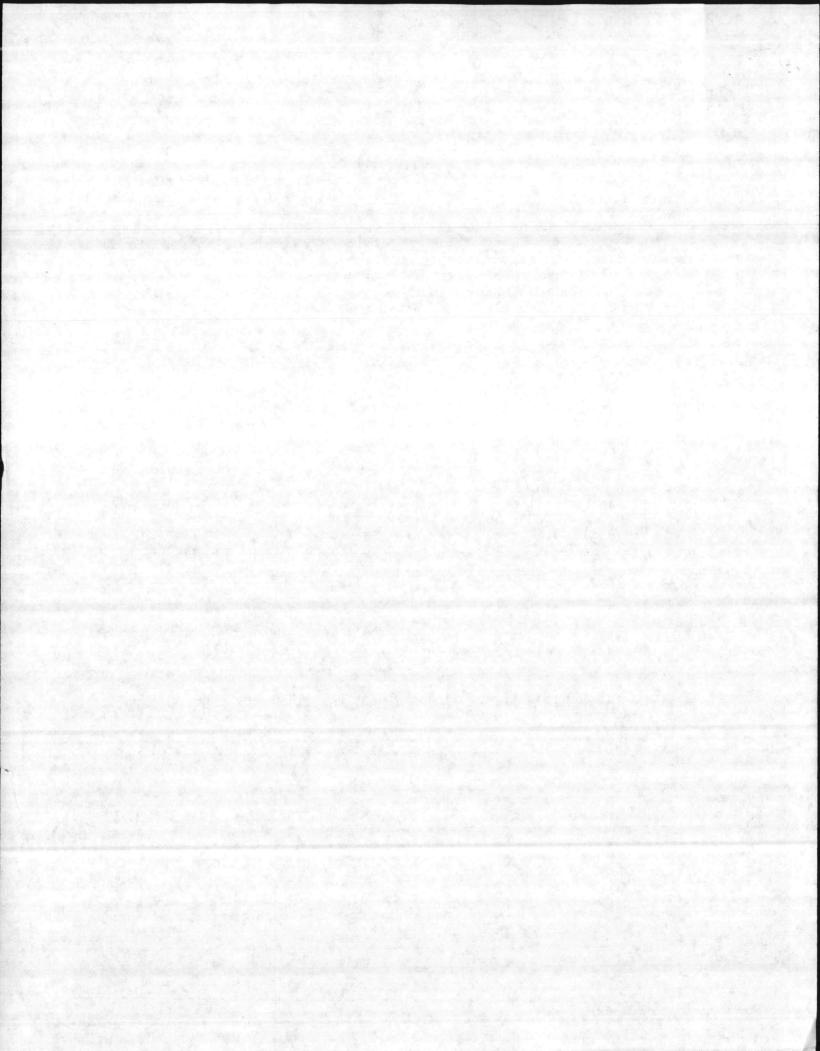
The Government will not act as a collection agent for the franchisee.

The Government cannot reimburse any offeror for expense of proposal preparation.

Requests for the specification and other proposal-related data may be obtained from the Issuing Office (telephone (919) 451-2581).

A prebid conference will be held at the above location at 2:00 P.M. on 21 June 1978.

C. A. TACK, CDR, CEC,USN
Officer in Charge
25 May 1978



CABLE TELEVISION (CATV) FRANCHISE AGREEMENT

-	IDENTIFYING DATA
1.	RFP N62470-78-R-3012 2. Date RFP Issued:
3.	Authority: 16 U.S.C. 420; 43 U.S.C. 961; 47 C.F.R. 76
4.	Bid Location: Public Works Department, Building 1005, Marine Corps Base Camp Lejeune, North Carolina
j.	Premises to be Served:
	 a. Marine Corps Base, Camp Lejeune, N. C. b. Naval Regional Medical Center, Camp Lejeune, N. C. c. Marine Corps Air Station (Helicopter), New River, Jacksonville, N. C.
	REQUEST FOR PROPOSALS
n lat	tion below and Schedules A and B of this Franchise Agreement. Sealed pro- als in original and three copies shall be received in the place specified block 4 until 2:00 P.M. <u>18 July</u> 1978, hence called the Propos e. Acceptance of late proposals or a modification of a proposal, once epted, shall be the sole discretion of the Contracting Officer, who shall to the maximum practicable extent, guided by the provisions of ASPR 3-506
	OFFER
AT nd 00 he	Conditions of the specification (comprised of Sections 00101, 01001, 2001 16 and 40000) and Schedules A, B, and C attached hereto and a part hereof.
AT'nd 00 he	er is accepted within 120 calendar days of the Proposal Date, to furnish V services to the premises specified in block 5 in accordance with the ter conditions of the specification (comprised of Sections 00101, 01001, 2001 16 and 40000) and Schedules A. B. and C attached bereto and a part bereof
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AT'nd 000 he ons	Company Name: Address: Telephone Number: Name and Title of Person Authorized to Sign Offer:
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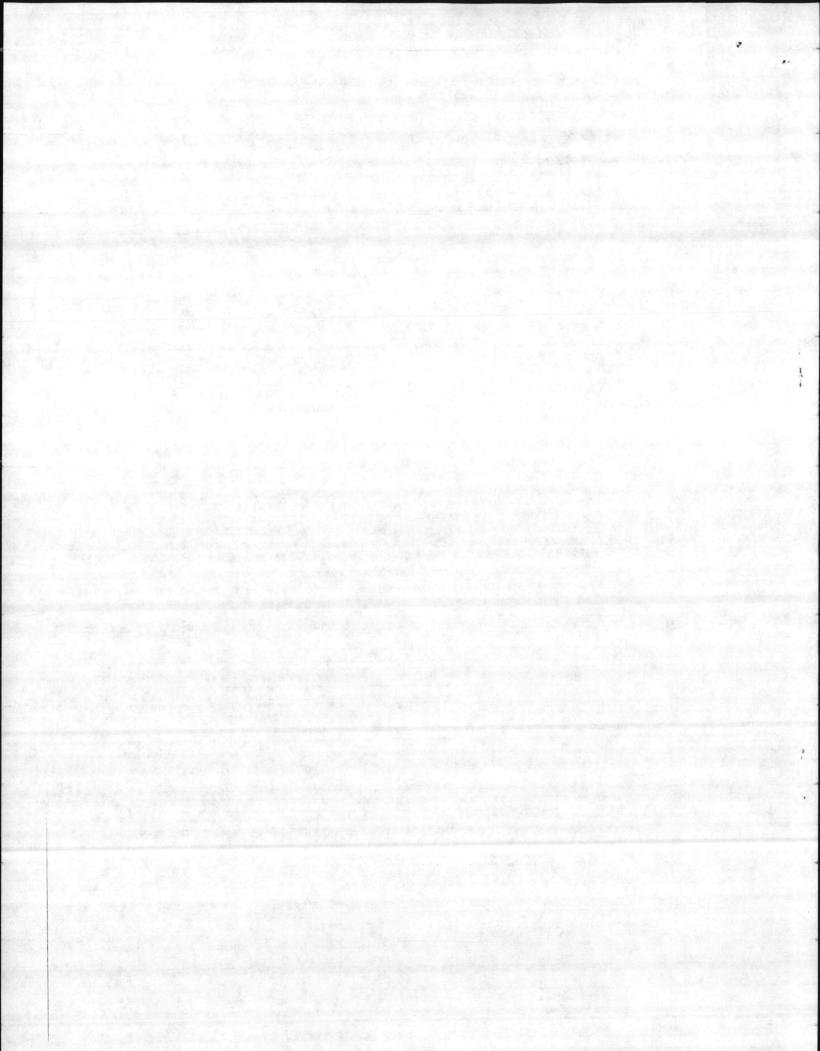
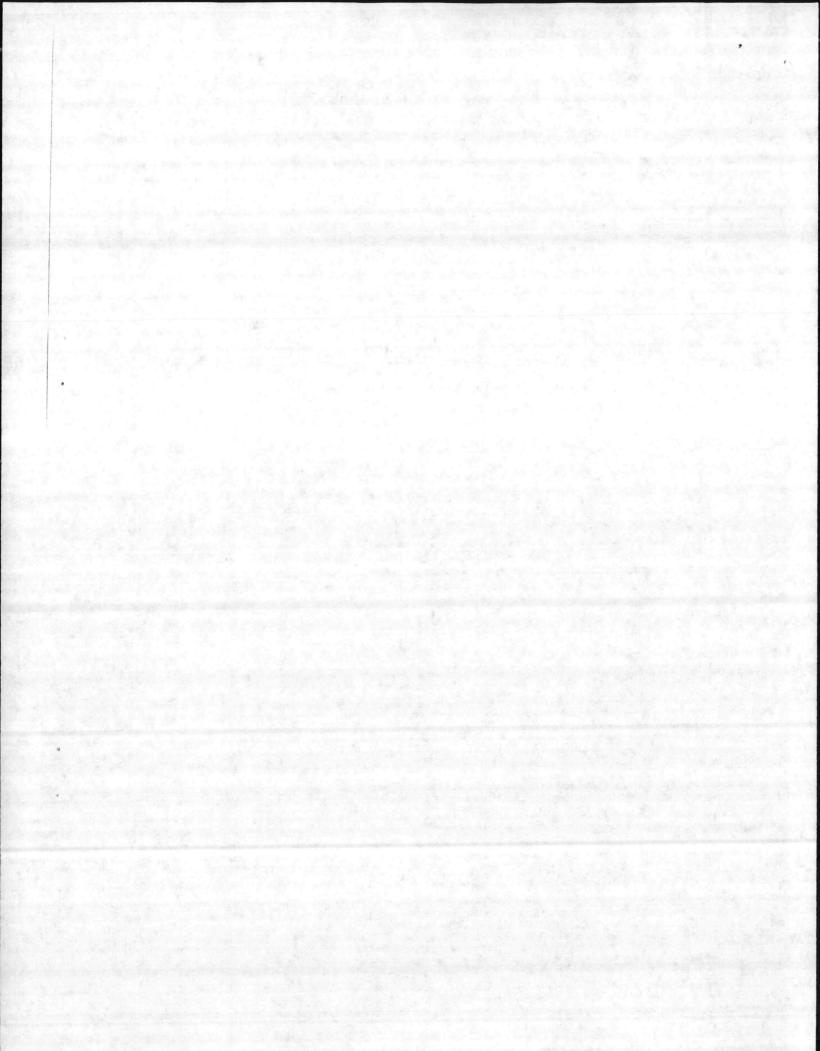


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SECTION 00101. SOLICITATION INSTRUCTIONS AND CONDITIONS

1. Submission of Offers:

- a. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed as shown in paragraph 4 of the Identifying Data. The offeror shall show, on the face of the envelope, the hour and date specified in paragraph 6 of the Request for Proposals, the RFP number, and the name and address of the offeror.
 - b. Telegraphic offers will not be considered.

2. Late Proposals; Modifications and Withdrawals of Proposals:

- a. Any proposal received at the bid location after the exact time specified for receipt will not be considered unless it is received before award is made; and
- (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);
- (2) It was sent by mail and it is determined by the Officer in Charge (OIC) that the late receipt was due solely to mishandling by the Government after receipt at Camp Lejeune, or
 - (3) It is the only proposal received.
- b. Any modification of a proposal, except a modification resulting from the contracting officer's request for "best and final" offer, is subject to the same conditions as in a(1) and (2) above.
 - c. The only acceptable evidence to establish:
- (1) The date of mailing of a late proposal or modification sent either by registered or certified mail is the U. S. Postal Service postmark on the wrapper or on the original receipt from the U. S. Postal Service. If neither postmark shows a legible date, the proposal or modification of proposal shall be deemed to have been mailed late. The term "postmark" means a printed, stamped or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. Postal Service.
- (2) The time of receipt at the Government installation is the time/date stamp of such installation on the prepared wrapper or other documentary evidence of receipt maintained by the installation.

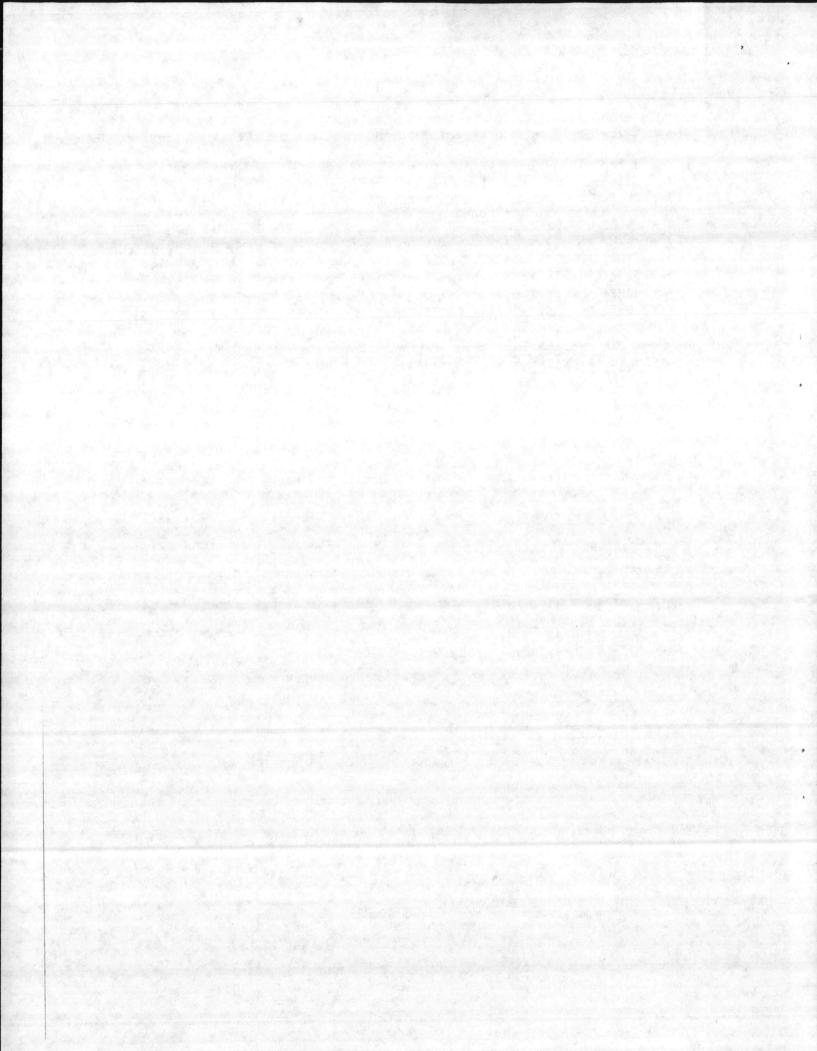
- d. Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.
- e. Telegrams will not be delivered to Camp Lejeune unless physical delivery is specified at time of filing and showing that \$6.00 delivery charges have been paid in advance.

Award of Franchise:

- a. Award will be made to that responsible offeror submitting an acceptable proposal at the lowest price in that part of Schedule A entitled "Total Estimated 10-Year Cost to Users". Estimated number of users shown by the Government in Schedule A is provided as a basis for bid evaluation only and is in no way a guarantee of the number of subscribers to the franchisee's services.
- b. The Government may accept, within the time specified therein, any offer whether or not there are negotiations subsequent to its receipt, or reject all offers. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Government.
- c. Proposals should be submitted on price and technical terms most favorable to the Government, since award may be made without discussion of proposals received.
- d. An Acceptance and Award mailed or otherwise furnished to the successful offeror within the time specified in the offer shall be deemed to result in a binding contract without further action by either party.
- 4. <u>Site Visit</u>: Offerors are urged and expected to inspect the sites where services are to be performed and to satisfy themselves, to the extent such information is reasonably obtainable, as to all general and local conditions that may affect performance of the Agreement. In no event shall a failure to inspect the site constitute grounds for a claim or a defense after award of the Agreement.
- 5. Explanation to Offerors: Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested at a properly announced preproposal conference or in writing with sufficient time allowed for reply to reach offerors before submission of their offer. A preproposal conference is presently scheduled at the Bid Location at 2:00 PM, 21 days prior to the Proposal Date. Any rescheduled date

date or additional conferences will be announced as an amendment to the specification. Any interpretation made will be in the form of an amendment of the solicitation, drawing, specification, etc., and will be furnished to all prospective offerors. Receipt of an amendment to a solicitation must be acknowledged by signing the proposal clearly acknowledging receipt of the amendment. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

- 6. Schedule D for Information: Schedule D, Summary of Potential Subscribers (comprised of one page and 12 sheets of plans) is attached for information only and is in no way a guarantee of the number of subscribers nor does it represent a decision on the part of the Government to subscribe to services in any particular viewing area or areas.
- 7. Armed Services Procurement Regulations: The provisions of the Armed Services Procurement Regulations enumerated in Schedule C are incorporated in and a part of the Agreement.



1. Scope of Agreement: This CATV Franchise Agreement constitutes the contract setting forth the terms and conditions under which the franchisee is granted a right exclusive of other firms to enter the installation and threon to construct, to install, and to maintain facilities and equipment; to utilize specified Government property; and to solicit subscribers for the sole purpose of providing the services of a CATV system. This Agreement in no way obligates the Government at any time to reimburse the franchisee for any costs, fixed or othrwise, required to put a CATV system into operation on the installation for the provision of services to any subscriber or category of subscribers. Liability for fees for services to subscribers shall be established by separate agreements between the franchisee and the subscribers. However, as partial consideration for the right of access to the installation granted by the Government in this Agreement, the franchisee hereby agrees that all the terms and conditions of this Agreement shall apply to all subscribers. This Agreement shall in no way prevent the Government from utilizing a Government owned MATV system where it so desires. Nor shall this Agreement prevent subscribers from utilizing any single purpose antenna system or other off-the-air television reception system.

2. Definitions:

- a. "Cable Television (CATV) System": A television system that distributes one or more television and/or FM radio programs by feeding modulated radio frequency signals to a cable distribution system terminating in standard television or radio receivers of subscribers who pay for such service.
- b. "Agreement": This Cable Television (CATV) Franchise Agreement. Synonymous with "Franchise" or "Contract" as used herein.
- c. "Master Antenna Television (MATV) System": A television reception service which receives broadcast radio frequency television signals and/or FM radio programs and distributes them using frequency converters and/or amplifiers, through a cable distribution system to standard television receivers. Unless otherwise specified, MATV systems are Government owned TV distribution systems which may be operated either by the Government, its agent or contractor.
- d. "Subscriber": Any on-installation person, group, organization, concessionaire, appropriated or nonappropriated fund activity that procures services made available pursuant to the terms of this Franchise Agreement. Synonymous with "User" as used herein.
- e. "Installation": That geographic area subject to the control of the installation commander, including Government owned housing or supported activities outside the perimeters of the military installation which are satallited on it for support.

- f. "CATV Franchisee" or "Franchisee": That person or entity awarded a CATV franchise under this Agreement. Synonymous with "Contractor" as used herein.
- g. "User Fee": The periodic service charge paid by a subscriber to the franchisee for CATV services.
- h. "Reconnection Fee"; "Relocation Fee": The charge, if any, imposed on a subscriber by the franchisee for reconnection or relocation of equipment necessary to transmit the CATV signal from the distribution cable to a subscriber's receiver.
- i. "Program Origination Equipment": Studio-type equipment and facilities, such as cameras, amplifiers, microphones, lights, videotape equipment, and analogous equipment necessary to originate television or radio signals from a site within the contractor's CATV system. It shall also include any studio type equipment used in conjunction with a mobile unit, as well as any facility required for a mobile studio transmitter link.
- j. "Individual Residence": A separate house or that portion of a duplex, apartment house, etc., utilized as a single-family dwelling unit.
- k. "Viewing Area": That portion of a building that can be served by a single outlet.
- 1. "Single Purpose Antenna System": An individual television receiver antenna and distribution cable serving a single TV receiver, or multiple television receivers through passive devices, as opposed to a MATV system which serves multioccupancy buildings or the community as a whole using single amplifiers.
- m. "Contracting Officer": The Commander, Naval Facilities Engineering Command, or his designated representative acting within the limits of his authority. Under this Agreement, the "Officer in Charge" is the authorized representative of the "Contracting Officer" except for the purposes of the "Disputes" clause as contained herein.
 - n. "Outlet": A wiring device for a single television set.
- o. "Connection": A wiring device replacing an antenna and wiring to a viewing area.
- p. "Individual Subscriber": A person who executes the subscription request as, and on, the liability of a single individual.
- q. "Initial Requestor": A subscriber, or potential subscriber, who signs the subscription request and furnishes a copy of same to the Officer in Charge within ninety days of award of franchise.

- r. "Initial Market": That body of initial requestors who the Officer in Charge, after consultation with the contractor, determines shall receive service in the early months of the term of franchise.
- s. "Insitutional Subscriber": An agent or officer of the Government or a Non-Appropriated Fund employee who executes a subscriber request on the liability of a user of Federal appropriated or non-appropriated funds.
- t. "Home Box Office": A rented attachment to an individual set to provide a greater range of service programs.
- 3. <u>Disclaimer of Official Sanction</u>: In soliciting subscribers following execution of this Agreement, the Franchisee shall under no circumstances purport to offer its services as an officially sanctioned or recommended benefit or in any way convey the impression that subscription is anything other than total voluntary on behalf of the subscribers.
- 4. <u>Nondiscriminatory Availability</u>: The Franchisee shall not, as to rates, charges, service, service facilities, or in any other respect, grant undue preference to any subscriber or subject any subscriber to prejudice or disadvantage on the basis of race, creed, age or national origin.
- 5. Term of Franchise: This Agreement shall take effect upon acceptance and award by the Contracting Officer and shall expire ten (10) years thereafter unless terminated beforehand pursuant to the terms of this Agreement. The Contracting Officer has the option to renew the Agreement for an additional ten (10) year period.
- 6. Franchise, Pole Rental and Similar Fees: No franchise fee, pole rental charge or other similar form of remuneration shall be required as consideration for the granting of this franchise.
- Franchisee's Fees: The Franchisee may charge those user, reconnection and relocation fees set forth in Schedule A, subject to any modifications made pursuant to the clause of this Agreement entitled "Adjustment in Fees". No non-refundable fee will be assessed any user for initial connection of service, but refundable deposit(s) in amount(s) approved by the Officer in Charge, may be required to assure return of any Franchisee owned equipment left under the control of an individual subscriber. Such deposit will be refunded upon termination of service after any appropriate delinquent user fees or damages are deducted. The Franchisee may, at his option, disconnect service to a house or viewing area at such times as the tenant of the house or viewing area is not a subscriber. In such case, initial service to new subscriber will again be made at no initial connection fee. The Franchisee agrees that all fees shall be uniform as to all subscribers within a particular class as shown on Schedule A. Where the Franchisee operates a CATV system in a nearby community, the Franchisee agrees to offer subscribers covered

under this Agreement fees at least as low as those offered off-installation, unless the Franchisee can demonstrate that expenses uniquely associated with serving the installation cause higher fees. If the Franchisee operates in a nearby community, the Franchisee also agrees to make available to the Officer in Charge, at any time upon the latter's demand, a schedule of its off-installation fees.

8. <u>Subscription Agreements</u>: Subscription agreements made under this franchise will be on forms approved by the Officer in Charge and will contain such information as required to adequately inform the subscriber, to include but not necessarily limited to, such matters as fees, conditions of payment and service, applicability of the Franchise Agreement, complaint procedures, etc.

9. Adjustments in Fees:

- a. The Franchisee shall be entitled to an equitable negotiated upward adjustment in user fees at any time one of the following circumstances prevail:
- (1) The Officer in Charge and the Franchisee enter into a supplemental agreement for the provision of services other than those called for in the request for proposals, if such revised services represent an increased cost to the Franchisee.
- (2) The Federal Communications Commission (FCC) or other Governmental entity with jurisdiction over the Franchisee's CATV system imposes additional service requirements beyond those imposed by this Agreement; or
- (3) Copyright liability is imposed on the CATV industry as a whole, or upon the Franchisee alone, in excess of the amount of such liability at the date of execution of this Agreement; or
- (4) The FCC or other Governmental agencies or private utility company with jurisdiction or control over all or a portion of the Franchisee's CATV system imposes additional fees, including taxes, franchise and pole rental fees, in excess of such fees at the date of execution of this Agreement.
- b. After two years have elapsed from the date of execution of this Agreement and annually thereafter, the Franchisee will be entitled to negotiate an equitable upward adjustment in user fees if the following circumstances prevail:
- (1) The reasonable rate of compensation, in whatever form, paid by the Franchisee to individual employees is increased.

- (2) The cost of insurance reasonably required in connection with the operation and maintenance of the CATV system on the installation is increased.
- (3) The costs reasonably incurred by the Franchisee in maintaining satisfactory labor relations with employees are increased.
- (4) Operating, replacement, maintenance, and repair costs necessary to ensure performance of the CATV system in accordance with the requirements of this Agreement are increased; or
- (5) The cost of building rentals, easement charges, or similar fees is increased beyond the level of such costs at the date of execution of this Agreement.
- c. The entitlement of the Franchisee to negotiate equitable adjustments in its user fees under the circumstances specified above shall not relieve the Franchisee of its obligations under the clause of this Agreement entitled "Franchisee Fees" with regard to the comparative level of on and off-installation fees.
- d. The Officer in Charge shall have the right to demand at any time an equitable downward adjustment in user fees at any time the following circumstances prevail:
- (1) Revenues from the sale of local advertising time on the Franchisee's system increase significantly over the level of such revenues, if any, at the date of execution of the Agreement; and
- (2) The CATV Franchisee operates a CATV system in the nearby off-installation community and reduces its user or connection fees in that community. In such event, the Franchisee shall furnish the Officer in Charge with a schedule of its new off-installation fees and shall reduce on-installation fees proportionately within a period of no less than 30 days. Failure to reduce on-installation fees within 30 days to reflect off-installation reductions shall entitle on-installation subscribers to refund in the amount of the on-installation reduction that should have taken place.
- (3) The Contracting Officer and the Franchisee enter into a supplemental Agreement for the provision of services other than those called for in the Request for Proposals, if such revised services represent a decreased cost to the Franchisee.
- e. Differences between the actual number of on-installation subscribers and the Contracting Officer's estimate of potential number of subscribers set forth in Schedule A as part of the Request for Proposals, or differences between the Franchisee's own estimate of subscribers and the actual number of subscribers, shall not be grounds for an adjustment of the Franchisee's fees under this Agreement.

10. <u>Contracting Officer as Common Agent</u>: With regard to all questions or disputes concerning the performance of the Franchisee under any of the terms or conditions of this Agreement, the Franchisee agrees to deal, at the option of the Contracting Officer, either with the Contracting Officer as common agent for the on-installation subscribers or directly with the affected subscribers. However, the Contracting Officer shall not act as collecting agent for fees due the Franchisee for services provided.

11. Technical Requirements:

- a. The CATV system will carry the signals and channels specified in Schedule B and will conform to the construction, installation and performance requirements set forth in Sections 20016 and 40000.
- b. The Franchisee will conduct demonstrations of the performance of its system, utilizing Franchisee's test equipment, at the following times: within the deadline specified in the clause of this Agreement entitled "Construction and Operation Deadline", at least once each calendar year (at intervals not exceed 14 months), and when ordered to do so by the Contracting Officer to resolve any dispute over the performance of the system. These demonstrations shall enable the Contracting Officer to determine whether the system meets the performance requirements set forth in the technical requirements and shall be without cost to the Government or any subscribers.
- c. Following notice to the Franchisee, the Contracting Officer or his Communications-Electronics designees shall have a right of access to the Franchisee's facilities and equipment for purposes of inspection to insure compliance with the terms and conditions of this Agreement.
- 12. Construction and Operation Deadline: The CATV system shall be fully constructed and installed, in full operation, and in full compliance with the technical requirements of this Agreement as to all the feasible initial subscribers within 180 days after receipt of FCC Certificate of Compliance.

13. Continuity of Service:

a. The Franchisee will make every effort to ensure that CATV signals meeting the performance requirements of this Agreement are available on an uninterrupted basis at every subscriber's outlet on the installation. Failure to meet this requirement with regard to five percent of subscribers, coupled with failure to correct the deficiency within a reasonable period of time set by the Contracting Officer shall be grounds for termination of this Agreement uner the clause entitled "Termination for Default".

- b. In the event that signal interruption or diminution, whaterver its cause, lasts for a period of 72 hours or more, the subscriber or subscribers affected shall be entitled to a reduction in monthly user fees in an amount equal to 1/10 of the monthly user fee for each full 72-hour period for which the interruption or dimunition continues.
- 14. Notice to Initiate or Discontinue Service: The Franchisee shall respond to a subscriber's direction to initiate service within ten calendar days and respond to a subscriber's direction to discontinue service within five calendar days. Widespread or repeated failure to meet these deadlines shall be grounds for termination of this Agreement under the clause entitled "Termination for Default". Subscribers ordering a discontinuance of service shall be entitled to refunds of one-fourth the monthly user fee for each week for which service has been paid but ordered terminated, calculated from the date of the user call for disconnect.

15. Repair and Complaint Service:

- a. Notice of the Franchisee's local telephone number and procedures for reporting and resolving complaints will be given to each subscriber at the time of initial subscription to the cable system.
- b. When notified to do so by a subscriber or by the Contracting Officer, the Franchisee will make repairs, as necessary, at the subscriber's location as quickly as possible and on a nondiscriminatory basis. Unreasonable, frequent or widespread delay in making repairs shall be grounds for termination of this Agreement under the clause entitled "Termination for Default". A Franchisee's local agent for complaint and repair purposes shall maintain a business office which can be reached by subscribers for complaint purposes by a toll-free telephone 24 hours a day, seven days a week. Failure to make repairs at a subscriber's location within a reasonable time shall constitute a "signal interruption or diminution" within the meaning of subparagraph b of the clause of this Agreement entitled "Continuity of Service".
- 16. Preempt Capability: The Franchisee will construct its system in a fashion that will allow the Government to interconnect program origination equipment to establish a broadcasting capability on Channel Item F (see Schedule B) and to routinely broadcast Government originated programming pursuant to Sections 76.254 and 76.256 FCC Rules and Regulations. Such Government broadcasting will originate from Hadnot Point. Channel Item F will be used for the ordinary indicated programming at such times as its use by the Government is not desired. The channel translating, blocking and tone-switching equipment, together with the modulators, hybrid junctions or similar facilities required to establish these capabilities shall be provided at the Franchisee's expense. The program origination equipment necessary to put the capability to use shall be provided at Government expense.

- 17. Approval of Franchisee's Construction Operations: The construction or placement of any equipment, antenna, towers or other facilities on the installation by the CATV Franchisee (including temporary buildings, if needed) as well as any alterations or additions to existing Government property or burial of cable, shall be approved in advance by the Contracting Officer and shall be accomplished at the Franchisee's expense. Approval of the placement or location of CATV equipment or facilities may be denied, withdrawn or modified, at any time if essential to avoid or minimize interference with Government operations or activities. The Franchisee shall not be entitled to reimbursement for any expenses associated with the relocation of any equipment or facilities required by the withdrawal or modification of approval. Furthermore, the Contracting Officer shall have the right to require the CATV Franchisee to restore a site to its condition prior to the placement of CATV equipment or facilities if withdrawal of approval for the placement of CATV is deemed essential.
- Existing Government Poles, Equipment and Underground Facilities: Unless existing Government furnished property is inadequate or it is less costly to install new facilities, the Franchisee hereby agrees to use existing Government utility poles, equipment and underground facilities. Where the Franchisee installs its own cable-carrying facilities, it hereby grants the Government a free right of common user for purposes not inconsistent with the operation of the CATV sys-The Franchisee will, at its expense, remove any cable-carrying facilities it may have installed and restore sites to former conditions if requested to do so by the Government upon expiration or termination of this Agreement. The Franchisee will move CATV equipment and facilities at is expense if required to do so by alterations in Government cable-carrying facilities. The Franchisee will coordinate its construction activities with such other construction activities on the installation as the Contracting Officer designates. Arrangements and payments for the use of non-Government poles, etc., will be the responsibility of the Franchisee. Any cabling installed by the Franchisee in Watkins Village or the Naval Hospital will be underground.
- 19. Government Furnished Utilities: The Government will furnish water and electricity free of charge for work on the installation under this franchise. Any connections will be made by the Contractor and in such manner and at such location as my be approved by the Contracting Officer. The Government will not be responsible for any power or water associated damages to the CATV system or any privately owned property which may result.
- 20. No Other Government Furnished Property or Support: The Government has no obligation to provide any property or support for the Franchisee's CATV system other than that specified in this Agreement. Rights to non-Government property, such as easements over private lands, required to install and to operate the system, shall be acquired at the expense and solely through the efforts of the Franchisee or its agents.

- 21. Franchisee Maps or Plats: The Franchisee will provide the Contracting Officer with maps, plats, or equivalent documents describing the location of all CATV equipment, facilities and material that the Franchisee will place on the installation. Such maps, plats, etc. must be approved by the Contracting Officer before such items are placed on the installation.
- 22. <u>Safety Requirements</u>: The Franchisee will conduct all of its construction, installation or maintenance activities in accordance with the fire, safety and accident prevention regulations of the installation or higher command and to adhere at all times to the security regulations governing the installation. The applicable regulations shall be made available for review in the office of the Contracting Officer.
- 23. <u>Hold Harmless Agreement</u>: The Franchisee indemnifies the Government against any and all expenses, taxes, liabilities, and charges of whatever kind or nature that may arise as a result of the activities of the Franchisee, whether said liability be tortious, contractual or other. The Franchisee will, at its expense, repair or replace, at the Government's option, any Government property that it may damage or destroy. If the Franchisee fails or refuses to repair damaged Government property in a timely manner, the Government shall be entitled to effect repairs through other means and to impose the costs on the Franchisee.
- 24. Non-transferability of Franchise Rights: The rights accruing to the Franchisee under this Agreement are non-transferrable without the written consent of the Contracting Officer. Assignments or other transfers of the Franchisee's rights under this Agreement without the written consent of the Contracting Officer shall be grounds for default under the clause of this Agreement entitled "Termination for Default". This clause shall not apply to assignments of accounts receivable or to mortgages, deeds of trust, or similar financing instruments.
- 25. <u>Termination for Default</u>: The Government reserves the right to terminate this Agreement by written notice to the Franchisee of at any time that the Franchisee:
- a. Fails to meet any of the obligations under this Agreement, including but not limited to, those set out below, within a period of ten days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- b. Fails to meet the construction and operation deadline established pursuant to the clause of this Agreement entitled "Construction and Operation Deadline", unless such failure is due to factors which are determined by the Government to be beyond the control of the Franchisee.
- c. Becomes insolvent or is adjudged bankrupt or is unable or unwilling to pay its debts, including subscriber refunds, where owed.

- d. Breaches the clause of this Agreement entitled "Non-transferability of Franchise Rights"
- e. Fails to obtain, loses or fails to achieve renewal of any FCC Certificate of Compliance or any other applicable Government license that may be required to operate
- f. Is placed on the list of debarred, ineligible or suspended firms maintained by the Secretary of Defense or his designee
- g. Willfully or repeatedly permits non-Government originated signals on the preemptable channel when that channel is being used by the Government
- h. Refuses or otherwise unreasonably fails to meet any of its obligations under this Agreement and fails to correct the deficiency within a reasonable period of time as set by the Contracting Officer.
- 26. Government Liability Upon Expiration or Termination: The Government assumes no liability whatsoever to the CATV Franchisee for recovery of fixed costs required to install the CATV system and to put it into operation or for any other expenses incurred by the Franchisee as a result of the expiration of the expiration of this Agreement under the clause entitled "Term of CATV Franchise Agreement" or of its termination under the clause entitled "Termination for Default". Where, however, negotiations for the award of a new CATV Franchise Agreement are made necessary by the expiration of the term of this Agreement or by the termination of this Agreement by default, the Contracting Officer shall, where feasible and where the equipment of the CATV system has continued utility to the installation, permit the incumbent CATV Franchisee to offer its installed facilities for sale to those who desire to submit proposals for the new CATV Franchise Agreement.
- 27. Deactivation of the Installation: The Government assumes no liability whatsoever to the Franchisee recovery of costs relating to the installation, construction and hookup of the CATV system, or for any other costs, should the installation covered by this Agreement be deactivated in whole or in part.
- 28. Removal of Facilities: The Government reserves the right to require the CATV Franchisee to remove from the installation, at the Franchisee's expense, all equipment, facilities and materials of the CATV system, and to restore affected areas to their former condition, upon expiration or termination of this Agreement.
- 29. Examination of Records: The Contracting Officer or his duly authorized representatives shall have the right to examine and audit the books and records of the Franchisee pertaining to the contract during the period of the contract and until the expiration of three years after final payment under the contract. The franchise shall include the preceding sentence in all subcontracts, except purchase orders not exceeding \$2,500.

- 30. <u>FCC Required Changes</u>: The Franchisee shall incorporate any changes required by revisions to FCC Rules and Regulations within one year of effective date of such changes.
- 31. Negotiated Revisions to Franchise: At any time during the term, or extended term, of this franchise, the parties thereto may negotiate any proper change thereto not precluded by the FCC or other regulatory agency.
- 32. <u>Disputes</u>: The Contracting Officer shall decide all disputes that may arise under this Agreement, that affect appropriated fund activities or a significant number of subscribers, and that are not disposed of by agreement between the Contracting Officer and the Franchisee. The Contracting Officer shall put his decision in writing and shall mail a copy to the Franchisee, who, within 30 days of the date of the mailing, may appeal to the Secretary of the Navy. The Secretary's decision, or that of his designated representative or representatives, shall be final and conclusive. Pending resolution of a dispute, the Franchisee shall proceed with performance of its obligations under this Agreement.

33. Mandatory Insurance Coverage:

a. The Franchisee shall procure and maintain during the entire term of this Agreement the following minimum insurance:

	Type of Insurance	Per Person	COVERAGE Per Accident	Property
1.	Comprehensive General			
	Liability	\$100,000	\$300,000	\$10,000
	Automobile Liability	\$100,000	\$300,000	\$10,000
3.	Workmen's Compensation	As	Required by State	e Law

The Comprehensive General and Automobile Liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

b. Prior to commencement of work hereunder, the Franchisee shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 30 days after written notice thereof to the Contracting Officer.

- c. The Franchisee agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.
- 34. Order of Precedence: In event of an internal inconsistency among provisions of this Agreement, the inconsistence shall be resolved by giving precedence in the following order:
 - a. Schedules A and B of this Agreement
 - b. Section 00101 of this specification
 - c. Schedule C of this Agreement
 - d. The remaining sections of this specification; and
- e. Other provisions of the Agreement, whether attached or incorporated by reference (excluding Schedule D, which is not a part of this Agreement).

SECTION 20016. TECHNICAL REQUIREMENTS

1. Scope.

- a. This section sets forth the minimum technical, engineering, performance, installation, and construction requirements which will be met by the franchisee in fulfilling his obligations under the Franchise Agreement.
- b. The franchisee may request a waiver from any requirement of this section where local conditions render a waiver essential. Such requests will be directed to the contracting officer who will determine whether such requests should be considered. Waivers will be granted only where technically acceptable to and in the best interests of the Navy.
- 2. Applicable Documents. Specified sections of the following documents are incorporated by reference and made a part of this section. Where the contents of these documents conflict with other portions of this Section, section 20016, the requirements of Federal Communications Commission Rules and Regulations will govern.

Federal Communications Commission (FCC) Rules and Regulations

Vol. III, Part 73 (SS 73.603 and 73.682) Subpart K of Part 76 (SS 76.601-76.617) Subpart D of Part 78 (SS 78.101-78.115 of the Rules)

American National Standards Institute (ANSI)

C1-1971

Electronic Industry Association (EIA) RS-170

National Cable Television Association (NCTA)

National Electrical Safety Code

- 3. FCC Certificate of Compliance shall be obtained prior to operation.
- 4. Requirements.
- a. Engineering. The system furnished in accordance with this section will comply with the engineering requirements stated herein and will distribute NTSC-TV signals within the standard 6 MHz channel bandwidth, as designated by FCC R&R, Vol. III, Part 73 (SS 73.603 and 73.682), Subpart K of Part 76 (SS 76.601-76.617) and Subpart D of Part 78 (SS 78.101-78.115 of the Rules) and/or specified in supporting documentation.

- b. General System Concepts. As specified in FCC R&R Sections 76.254 and 76.256, CATV Systems serving 3500 or more subscribers are required to provide a minimum of 20 channel capacity, maintain a plant with a two-way capability, and provide separate channels for public, educational, local government and leased access when there exists a full-time demand for each such access channel. Otherwise, the system's access obligation can be satisfied through the shared use of one channel. The contracting officer may demand the same channel capacity and access obligations required for 3500 subscriber system despite the fact that the system will not serve 3500 or more subscribers.
- (1) The CATV system will employ the "hub" concept. This "hub" which may be either the headend of the entire system or a main on-base hub interconnected to the headend of the system by coaxial cable or microwave retransmitters, will be located at a site approved by the Officer in Charge of Construction. Feeds will emanate from the hub to logically divided sectors of the installation to permit sector program distribution and to facilitate solely on-base program origination and distribution.
- (2) The CATV system will be constructed with dual outgoing plant as a minimum. The Coaxial cable used in such a system will be capable of transporting the full television spectrum to 300 MHz. Amplifiers used in such a system will be solid state, with passive equipment designed for two-way response between 5 and 300 MHz.

c. Receiving Site.

- (1) Antennas. Antennas will comply with all Department of Defense and/or FAA safety requirements concerning lighting, marking and analogous features. Each antenna will be of sufficient gain and directivity to provide adequate reserve signal to noise ratio and suppression of adjacent channel interference. Co-channel interference levels will be computed, and each antenna selected and oriented for a theoretical minimum of 55 dB suppression of the undesired co-channel station. If necessary, the antenna height may be adjusted (reduced) to achieve the required ratios. More than one station may be received on an individual antenna, provided all specifications are met, including co-channel suppression. All portions of the antennas will be of rugged construction with ample heavy duty supports, cross arms and welded joints. All exposed metal parts will be adequately treated and protected from corrosion due to weather and geographical location.
- (2) Converters and preamplifiers. All active tower mounted devices will be designed to operate continuously and to meet full specification under the most adverse weather and temperature conditions anticipated. Converters will be frequently stabilized to a sufficient degree that the overall frequency stability of the system will be \pm 25 KHz maximum.
- (3) Heterodyne Processing Devices. All processing amplifiers will be of solid state design and modular construction permitting ease of maintenance, installation and alignment, and will meet or exceed the following parameters:

Amplitude vs Frequency Response:

Variations will not exceed 1.5dB over the desired channel

Sensitivity:

-15 dBmv input level for +60 dBmv output

Adjacent Carrier Rejection:

50 dB

Image Rejection:

60 dB

Output Level:

Adjustable to +57 dBmv

AGC Range:

+0.5 dBv output level variation for input levels of -20 dBmv to +30 dBmv

Ambient Temperature Range:

-20F to +120F

Frequency Stability:

On Channel: Phase locked
TV Station
Off Channel: +25 KHz of
assigned frequency

- (4) Combining Networks and Couplers. Single channel processing amplifier outputs will be combined in a network which will result in isolation between channels that will assure no cross-channel interference. The network will be designed so that a correct impedance match to each signal processor is maintained regardless of the condition of other processors in the system. A maximum return loss of 18 dB will be maintained at all times at any input of the network. The network output driving impedance (fee to the cable) will be 75 ohms with a maximum return loss of 18 dB.
- d. Plant Specifications. General cabling will be of a size and construction that will assure that the system functions as specified herein. The plant will be constructed using two discrete outgoing cables.

NOTE: Where not required for initial operation, unused cable ends will be sealed and protected from moisture and other possible damage. All cabling installed will be wholly suitable for the conditions to which it may be exposed.

(1) Trunk. All trunk cable will be extruded shield, aluminum seamless tubing, with the following dimensions: (0.750"/0.500"). Maximum attenuation of trunk cable will be:

Frequency	0.750 inch	0.500 inch
50MHz	0.47 dB/100 ft	
216MHz	0.95 dB/100 ft	
240MHz	1.00 dB/100 ft	. 1.43 dB/100 ft.
300MHz	1.13 dB/100 ft	. 1.60 dB/100 ft.
Return loss will be:	28 dB or better, 50-260 MH	z.

(2) Distribution: All distribution cable will be 0.412-inch diameter extruded shield, aluminum, seamless tubing. Maximum attenuation of distribution cable will be:

50	MHz	0.75	dB/100 ft.	
216	MHz	1.65	dB/100 ft.	
240	MHz	1.75	dB/100 ft.	
300	MHz	1.95	dB/100 ft.	

Return loss will be 28 dB or better, 50-260 MHz.

- (3) Underground Cable. All underground (trunk and distribution) cable will adhere to the provisions of paragraph 3d(1) and (2) as applicable. Where the cable is to be installed in buried conduit, the cable will contain an additional moisture barrier in the form of a flooding compound interspersed between the outer jacket and the aluminum tubing trunk. Distribution cable will not be directly buried unless it contains spiral wrap or corrugated protective steel outer covering, a second suitable jacket protecting the steel from corrosion, and a moisture barrier flooding compound inside both the inner and out jackets.
- (4) Subscriber Drop Cables. Where dual outgoing plant is required by this agreement or chosen by the franchisee, overhead drop cables will be dual type to present a clean appearance; underground installations may be separate cables. However, in either case, 100 percent shielded type cable is required. Where a dual drop is installed underground it will be in either plastic conduit or a cable type specifically designed for direct burial for the soil conditions indigenous to the area. Direct burial drop cables will be a dual jacket type with steel outer wrap and moisture protective flooding compound. General subscriber drop cable characteristics will be:

Dielectric 54 MHz 216 MHz
Cellular Polyethylene (foam) 1.9 dB/100 4.2 dB/100
Natural Polyethylene (solid) 2.70 dB/100 5.50 dB/100

- e. Amplifiers (trunk and distribution). All amplifying equipment installed will be capable of normal operation between 50 and 260 MHz. In locations where wide temperature variations are anticipated, a dual pilot AGC system or the equivalent in performance will be installed with AGC amplifiers located at every third location, as a minimum.
- (1) To prevent power line (or cable induced) surges from causing component failure, individual 60 Hz power transformers will be an integral part of each amplifier's internal power supply. This transformer will be wired so that it serves as an effective isolation device between the coaxial cable and the power supply rectifying, regulatory and filtering components. Additional power surge protective devices will be designed into input and output circuits to protect amplifier components.

(2) General specifications for amplifiers will be as follows:

Trunk		Distribution	Extender
Gain (min)	25 dB (AGC) 23 dB (man)	As required	As required
Response	+0.25 dB (50-260 MHz)	<u>+</u> 0.75dB	<u>+</u> 1,0 dB
AGC Compression	± 0.6 dB for input change of -3 to +5 dB		
Hum Level (max)	-60 dB	-60 dB	-55 dB
Impedance Match		16 dB	16 dB
Match Return			
Loss 16 dB			
Noise Figure (max) (Full Gain)	10 dB	10 dB	12 dB
Cross Modulation at Operating Levels 20 Chan Operation	-90 dB	-60 dB	-60 dB

f. Passive Electronic Devices (splitters, couplers, and taps). All passive equipment will have a passband of from 5 to 300 MHz. All taps will be of the directional coupler type. Minimum isolation between desired and undesired signal paths will be 30 dB. The device will be mechanically and electrically secure.

General Specifications.

Impedance Match 20 dB
Return Loss Bandwidth 10-300 MHz

- g. Subscriber Installation Material. Cable fittings and grounding blocks will be of a quality that will provide secure and safe construction. Where grounding wire, rod, and clamps are used, they will be selected to conform to pertinent National Electric Code and local electrical safety specifications. Subscriber terminal 75/300 ohm balun will have an insertion loss of 0.7 dB or less over spectrum of 50 to 260 MHz. Where the franchisee decides or is required to employ dual cable drops, they will be identified as A-B. Cable A-B switches will be designed to:
- (1) Insert electrically a terminating 75 ohm resistor on the output of the unused cable; and
- (2) Provide a minimum of 60 dB of isolation between the desired and undesired signal.

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- h. Performance Specifications. The following technical performance specifications, which will be met by the CATV franchisee, cover specified transmissions regardless of location or distance. The specifications that follow relate to factors affecting picture quality in the carriage of NTSC-TV signals within standard 6 MHz bandwidth channels, as designated in FCC R&R (SS 73.682 and 76.601-76.682).
- (1) Headend. This section covers performance of those portions of the system designed to receive, to process, and to transmit the signals of a television channel (visual and aural) from the source (off-the-air or local or distant CATV origination) to the multiplex combiner located at the distribution hub.
- (a) Signal to Noise Ratio. If the headend is located within a standard FCC grade of service contour of a TV broadcast station carried on the CATV system, the antenna will be designed and positioned so that the signal will be equal to or better than the grade of service at the input to the distribution system. Signal to noise ratio of the headend processing equipment is not specified separately, but included in the overall system data.
- (b) Multiburst Frequency Response. Multiburst frequency response of single channel equipment (at the headend or origination points) shall conform with FCC R&R Sec. 73.687(a), as follows:

White Level	O dB Reference
0.5 MHz	+0,-2 dB
1.5	+0,-2
2.0-3.0	+0,-2
3.58	+0,-2
4.18	+0,-6*

*Not more than 4 dB below the level of the 3.58 MHz burst.

- (c) Video Modulation. TV channel modulators used either as part of the system or as test instruments will be adjusted to 87.5% + 2.5% downward modulation at reference white level with FCC standard composite video waveform as indicated in Figure 6 or 7, FCC R&R, Sec. 73.699, as applicable.
- (d) Transfer linearity. Transfer linearity will be adjusted for optimum practicable performance at 10 percent, 50 percent, and 90 percent of APL. However, differential gain will not exceed 2 dB, and differential phase will not exceed 5 degrees for R-F input, or 10 degrees for video input.

- (e) Transient Response. Transient response to a 2T sine-squared pulse (HAD 0.250 microseconds) will fall within the limits indicated by a 5K rating.
- (f) Chrominance Delay. Chrominance delay relative to luminance, as indicated by response to the modulated 20T pulse, will not exceed ± 150 nano-seconds. Measurement accuracy will be ± 20 nano-seconds or better.
- (g) Low and Mid-Frequency Distortions. Low and mid-frequency distortions, as indicated by response to the 60 Hz "window" signal, with a 2T transition, will not exceed 5 IRE units in tilt, rounding or overshoot.
- (h) Frequency of Visual Carriers. The frequency of each visual carrier will be 1.25±.025 MHz above the lower boundary of channel assignment.
- (i) Center Frequency of FM Radio Carriers. The center frequency of all FM radio carriers will be maintained with \pm 10 KHz of the center.
- (j) FM Aural Signals. FM aural signals will meet all the requirements of FCC R&R Sec. 73.687(b) for signals associated with TV channels; with Sec. 73.317(a) subparagraphs (1) through (5) for FM radio monaural signals; and with Sec. 73.322 stereophonic signals.
- (k) Best Engineering Effort. The franchisee will employ a best engineering effort in antenna design, limited only by restrictions imposed by the state of the art and zoning limitations, to avoid or to minimize cochannel interference, electrical noise interferences, multipath signals, or excessive fading.

(2) Distribution System.

- (a) The signal level of the visual carrier at the 75-0hm service drop terminator at any subscriber's TV (or at the drop terminal serving multiple dwellings with distribution system) on any channel at 70 degrees Fahrenheit will not be less than +6 dbmv for all VHF-MID-SUPER channels nor more than +10 dbmv to insure good color TV picture quality.
- (b) The difference in level between any two channels at any particular subscriber terminals will not exceed 10 dB at 70 degrees Fahrenheit.
- (c) The difference in level between visual carriers in any two TV channels continuous in frequency at any particular subscriber terminals will not exceed 2 dB, at 70 degrees Fahrenheit.
- (d) Signal level of the aural carrier in any TV channel will be at least 13 dB and not more than 17 dB below the level of the associated visual carrier.

- (e) Signal level of FM radio carrier will be between $-14~\mathrm{dBMv}$ and 0 dBmv, provided that FM carriers between 88 and 90 MHz will be at least 10 dB below the Channel 6 visual carrier, if any.
- (f) Visual carrier to rms thermal noise power ratio on any channel, overall, with the antenna or video input terminals terminated, will be less than 43 dBmv (4 MHz noise bandwidth) at any location, measured approximately 70 degrees Fahrenheit.
- (g) Cross-modulation ratio on the visual carrier in any TV channel will not exceed -51 db as defined by NCTA Standard 002.0267, at any location, measured at approximately 70 degrees Fahrenheit. The generation of spurious signals, particularly intermodulation products and harmonics, will be maintained as low as the state of the art permits, but in no case greater than -60 dB at approximately 70 degrees Fahrenheit unless it can be shown that a particular spurious signal at higher level is not perceptible on a commercial TV set. There will be no visible cross-modulation or intermodulation products generated within the cable system on any channel carried on the system at any location, time or temperature.
- (h) Hum modulation will be no more than five percent at any time, regardless of location and temperature.

NOTE: Hum modulation is the ratio of one-half the peak-to-peak hum to the average carrier envelope.

- (i) The peak-to-valley radio frequency amplitude frequency response of the trunk distribution system measured at the output of any trunk amplifier will not exceed 2 dB between 54 and 252 MHz, at any temperature between 0 degree Fahrenheit and 100 degrees Fahrenheit.
- (j) AGC will be installed at not fewer than one trunk location in every three in cascade.
- (k) Direct pickup causing leading ghosts or blanking bars will not be visible on a thoroughly shielded test receiver or converter connected to any service drop. Ghosts, ring, or reflections of any sort will be eliminated, subject to limitations imposed by the state of the art. The design construction, and operation of the entire system from antenna or video input to service drops will be such as to minimize reflections. All unused taps will be terminated.
- (1) All specifications will be met for any primary supply voltage between 105 and 135 volts.
- (m) Isolation between any two TV sets, on the same or different premises, will be a minimum of 18 dB with either set tuned to any channel on the system.

- (n) When the franchisee decides to install them, dual cable switches located at subscriber TV terminals will provide isolation between cables of at least 60 dB, and will have 75 ohm return loss of 16 dB or greater. No evidence of cross-coupling between the two cables will be visible on any subscriber's TV set.
- (o) All relevant FCC technical performance rules will be complied with.
- (p) Incidental radiation from any part of the system or service outlets will conform with Subpart D of Part 15 and Subpart K of Part 76 of FCC Rules, or such modifications thereof as may subsequently be adopted. The system must perform on a non-interference basis with other communications-electronics systems.

i. Measurement Methods.

- (1) Signal level measurements will be made with a properly adjusted and accurately calibrated selective RF voltmeter, or signal level meter.
- (2) Video testing will be performed in accordance with NCTA or IEEE standard methods, where available, or by methods generally accepted in the TV and CATV Industries. Video tests may be made at the input to the IF amplifier of the heterodyn processor unless evidence exists indicating defective performance of preamps, converters, strip amplifiers, or tuners.
- (3) Noise levels will be measured in accordance with NCTA Standard No. 005-0669.
- (4) Cross-modulation may be tested by substituting a CW carrier for each of the normally carried visual carriers in turn and inspecting the raster of a TV receiver connected to the cable. Measurements made in accordance with NCTA Standard 002-0267 will be considered to be more reliable, but need not be performed unless the foregoing method produces results inconsistent with subscriber complaints or direct viewing in homes.
- (5) Spurious signals may be detected and measured with a spectrum analyzer or other suitable instrument.
- (6) Frequency will be measured with suitable equipment having overall accuracy of one part per million or better.

j. Construction Standards.

(1) Overhead. The installation will conform to the requirements applicable to urban districts in the National Electrical Safety Code and will apply to all streets, alleys, roads, and drives. All aerial coaxial cables will be laced to the messenger strand with lashing wire by using a suitable lashing machine. Lashing wires will be

0.045-inch stainless steel of the type used to lash aerial telephone cables. The pitch of lashing wire may be from 10 to 15 inches, but will be consistent throughout the system. Construction will be in accordance with pole attachment drawings, figures B-1 through B-6.

- (2) Ground Clearance. CATV cabling will not conflict with or cause any other cabling (i.e., communications and power) to violate established ground clearance criteria or to Figures B-1 through B-6 herein.
- (3) Underground. Under paved areas and roadways, the cables will be installed in zinc-coated rigid steel conduit not less than two inches in size. Conduit will be extended not less than two feet beyond pavements and roadways.
- (a) Direct Burial Cable Trenches will have a minimum depth of 18 inches below grade, will be not less than six inches wide, and will generally be in straight lines between cable connections, except as otherwise necessary. Bends in trenches will have radius of not less than 36 inches.
- (b) Rock, where encountered, will be removed to a depth of not less than three inches below the cable depth and the space filled with sand or clean earth, free from particles that would be retained in a quarter-inch sieve. Cables will be unreeled in place at the bottom of the trench. Cables will not normally be unreeled and pulled into the trench from one end. Cables will be in one piece without splices between connections except where the distance exceeds the length in which the cable is manufactured.
- (c) Cathodic Protection. The installation will be so designed and constructed as not to interfere with existing government-owned cathodic protection systems. The design will include but is not limited to the installation of guy strain insulators on all down guys.

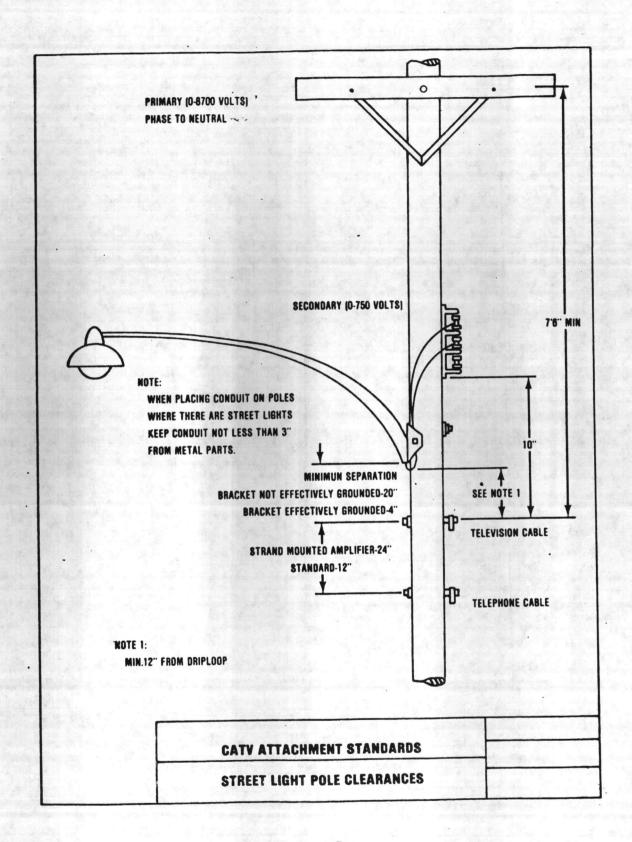
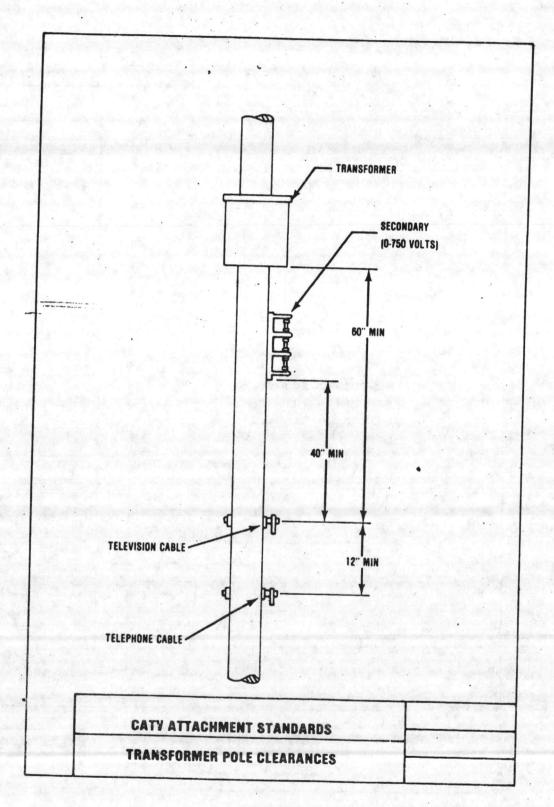
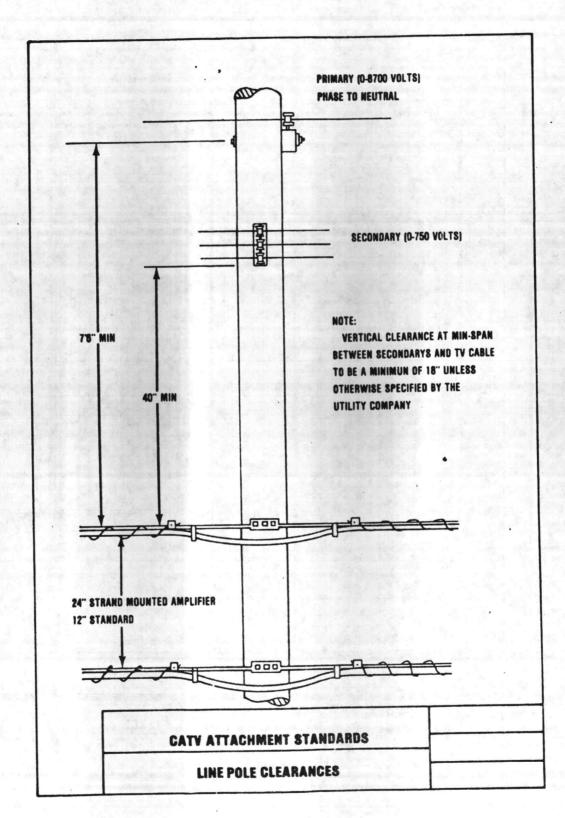


Figure B-1

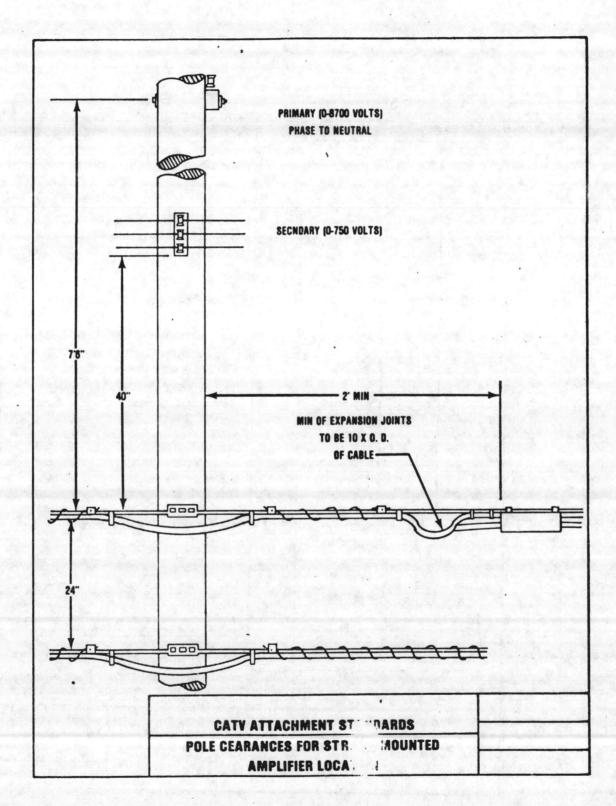
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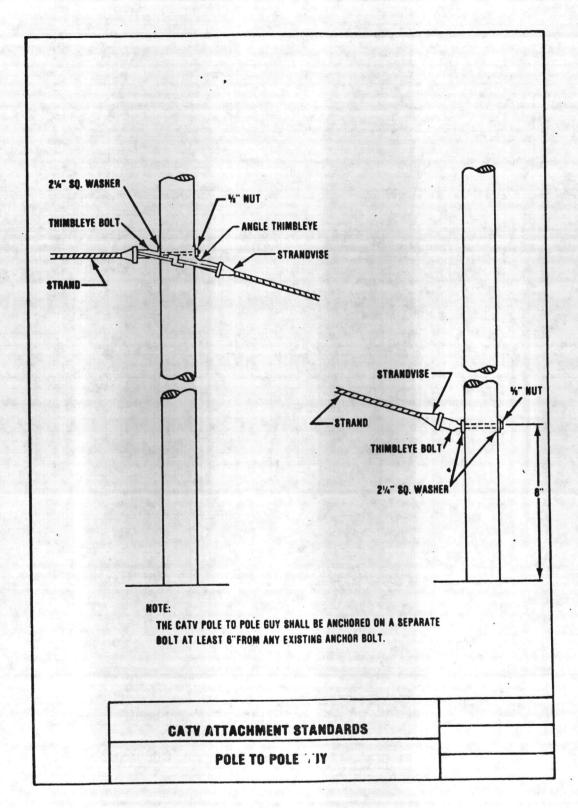
05-78-3012 Figure B-2 20016 - 12



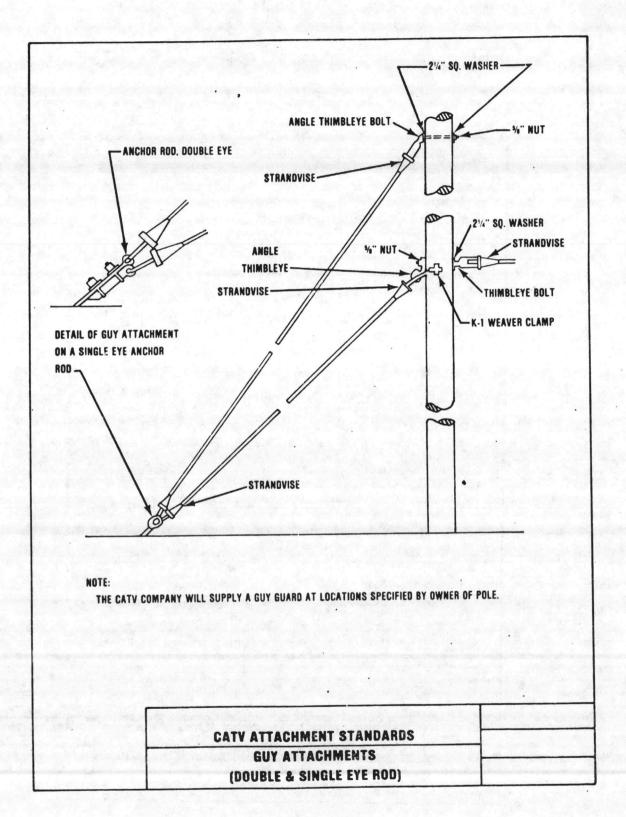
05-78-3012 Figure B-3 20016 - 13



05-78-3012 Figure B-4 20016 - 14



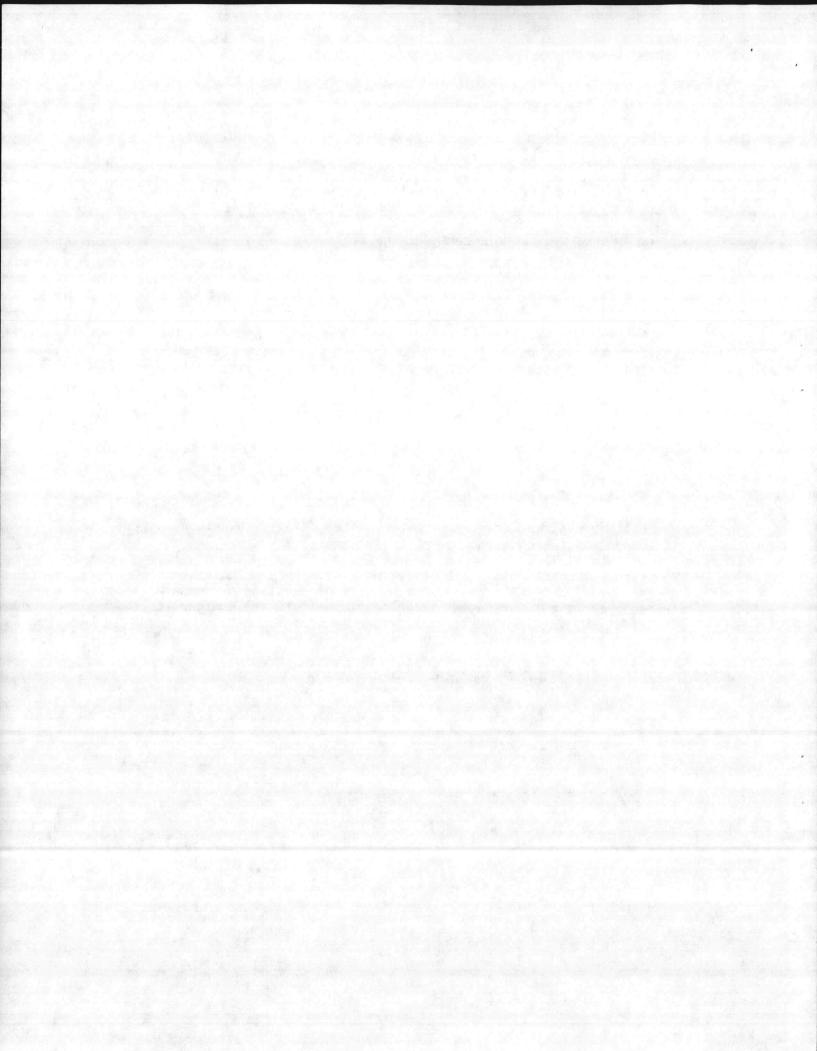
05-78-3012 Figure B-5 20016 - 15



SECTION 30016. WORK RELATING TO EXISTING TV CABLE SYSTEMS

- 1. Required Replacements: The existing systems in the following housing areas shall be removed and new systems provided by the Franchisee:
 - a. Berkeley Manor (except Watkins Village)
 - b. Tarawa Terrace-I
 - c. Tarawa Terrace-II
- 2. <u>Possible Reuse</u>: The existing systems or parts thereof in the following area may be reused if specified performance can be attained (any portions not reused will be removed by the Franchisee):
 - a. Watkins Village
 - b. Paradise Point
 - c. Air Station
 - d. Naval Hospital
- e. Any existing Government owned Master Television Antenna system, if connection is requested by the Government.

However, all components of the existing system shall remain the property of the Government. All removed components of existing systems shall be turned over to the Government at a location within the confines of the installation, as directed by the Officer in Charge.



SECTION 40000. ENVIRONMENTAL PROTECTION

- 1. GENERAL REQUIREMENTS: The franchisee shall provide and maintain environmental protection during the life of the contract and defined herein. The Contractor's operations shall comply with all Federal, State, and Local regulations pertaining to water, air, solid waste, and noise pollution.
- 2. ENVIRONMENTAL PROTECTION PLAN: The Franchisee shall be responsible for the preparation and submission of an environmental protection plan. This plan must be approved before work may commence. After the contract is awarded, the franchisee shall meet with the Contracting Officer, or his representative, and discuss the proposed environmental protection plan. The meeting shall develop mutual understanding relative to details of environmental protection, including required reports.

3. DEFINITIONS OF POLLUTANTS:

- 3.1 Non-hazardous wastes: Solid or liquid substances that are to be discarded by the franchisee and that normally do not constitute a hazard to man or to the environment. This includes, but is not limited to, paper, metal (other than toxic metals such as lead and mercury), masonry, wood, brick, stone, asphaltic concrete, plastics, rubber, rubbish and concrete.
- 3.2 Hazardous wastes: Solid and liquid substances that are to be discarded by the Contractor and that constitute a significant active or potential hazard to man and/or to the remainder of the environment. This includes, but is not limited to, asbestos, glass, lead, mercur, pesticides, herbicides, other toxic chemicals and waste, liquid petroleum products, human excrement, garbage, sediment, and radioactive materials.
- 3.2.1 Sediment: Soil that has been eroded and transported by running water.
 - 3.2.2 Garbage: Waste foodstuffs.
- 3.2.3 Human excrement: Solid or liquid wastes produced by the human body.

4. PROTECTION OF NATURAL RESOURCES:

4.1 General: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed under this contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work. The franchisee shall confine his construction activities to areas defined in the approved Environmental Protection Plan.

- 4.2. Land Resources: The franchisee shall not remove, cut, deface, injure, or destroy trees or shrubs without written permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized. Where such special emergency use is permitted, the Contractor shall be responsible for repairing or replacing any damage resulting from such use.
- 4.2.1. Protection Plan: Where trees may possibly be defaced, bruised, injured or otherwise damaged by the franchisee's activity, equipment, or by his dumping, or other operations, the franchisee shall submit a plan for protecting such trees. Monuments, markers and works of art shall be protected before beginning operations.
- 4.2.2. Repair or Restoration: Any trees or other landscape features scarred or damaged by the franchisee's equipment or operations shall be repaired and/or restored to their original condition at the franchisee's expense. The Contracting Officer shall approve the repair and/or restoration planned prior to its initiation.
- 4.2.3. Temporary Construction: The franchisee shall obliterate all signs of temporary construction facilities such as work areas, structures, stockpiles of excess or waste materials, or any other vestiges of construction as directed by the Contracting Officer.
- 4.3. Water Resources: It shall be the responsibility of the franchisee to investigate and comply with all applicable Federal, State, and Local regulations concerning the discharge (directly or indirectly) of pollutants to the underground and natural waters. All work under this contract shall be performed in such a manner that any adverse environmental impacts are reduced to a level that is acceptable to the Contracting Officer.
- 4.4. Oily Substances: At all times, special measures shall be taken to prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water in such quantities as to affect normal use, aesthetics or produce a measurable ecological impact on the area.
- 4.5. Historical and Archeological Resources: All items having any apparent historical or archeological interest which are discovered in the course of any construction activities shall be carefully preserved and reported immediately to the Contracting Officer for determination of actions to be taken.
 - 5. EROSION AND SEDIMENT CONTROL MEASURES:
 - 5.1. Burn-off of Ground Cover will not be permitted.

- 5.2. Reduction of Exposure of Unprotected Erodible Soils: Earthwork which has been brought to final grade shall immediately be paved or otherwise finished as indicated and specified. All earthwork shall be planned and conducted in such a manner as to minimize the area and duration of exposure of unprotected soils.
- 5.3. Temporary Protection of Erodible Soils: Such methods as may be necessary shall be utilized to effectively prevent erosion and control sedimentation, including, but not limited to, the following:
- 5.3.1. Mechanical Retardation and Control of Runoff: The rate of runoff from the construction site shall be mechanically retarded and controlled. This includes construction of diversion ditches, benches, and berms, to retard and divert runoff to protected drainage courses.
- 5.3.2. Sediment Basins: Sediment shall be trapped in temporary or permanent sediment basins. The basins shall be designed (sized) to accommodate the runoff of a local 10-year storm and shall be pumped dry and all sediment removed after each storm. Overflow shall be by paved weir or by vertical overflow pipe, draining from the surface. The collected sediment shall, for example: (1) be returned to the source of erosion, (2) be used as fill on the construction site, or (3) be used as fill at other sites. The Contractor shall institute effluent quality monitoring programs as required by State and Local environmental agencies.
- 5.3.3. Buffer Zones: No land-disturbing activity shall be permitted in proximity to a lake or natural watercourse unless a buffer zone is provided along the margin of the watercourse of sufficient width to confine visible siltation within the twenty-five percent of the buffer zone nearer the land-disturbing activity, provided, that this paragraph shall not apply to a land-disturbing activity in connection with the construction of facilities to be located on, over, or under a lake or natural watercourse.
- 5.3.4. Angle for Graded Slopes and Fills shall be no greater than the angle which can be retained by vegetative cover or other adequate erosion control devices or structures. In any event, slopes left exposed will, within 30 working days of completion of any phase of grading, be planted or otherwise provided with ground cover, devices, or structures sufficient to restrain erosion.
- 5.3.5. Revegetation: Whenever land-disturbing activity is undertaken on a tract comprising more than one acre, if more than one contiguous acre is uncovered, a ground cover sufficient to restrain erosion must be planted or otherwise provided within 30 working days on that portion of the tract upon which further active construction is not being undertaken.

- 6. CONTROL AND DISPOSAL OF HAZARDOUS AND NON-HAZARDOUS WASTES:
- disposed of daily or placed in containers which are emptied on a weekly schedule. All handling and disposal shall be so conducted as to prevent contamination of the site and any other areas. The franchisee shall transport all such waste and dispose of it in the Base Sanitary Landfill, unless otherwise approved. If transporting any material off Government property, the franchisee shall provide the Contracting Officer a copy of State and/or local permit which reflects the responsible agency's approval of the disposal area and proposed waste disposal methods. Rubble such as masonry, stone, concrete without reinforcing steel, and brick shall be deposited as directed near Building 1317 or at the site of the old Camp Geiger Sanitary Landfill. Upon completion, the work and disposal areas shall be left clean and natural looking. All signs of temporary construction and activities incidental to construction of the required permanent work in place shall be obliterated.

6.2. Hazardous Wastes:

- 6.2.1. Garbage Disposal: The franchisee shall transport his garbage to the Base Sanitary Landfill. The preparation, cooking and disposing of food are strictly prohibited on the project site.
- 6.2.2. Sewage, Odor, and Pest Control: Chemical toilets or comparably effective units shall be used with wastes periodically emptied into municipal, district, or Base sanitary sewage systems. Provisions shall be included for masking or elimination of odors and pest control. Compliance with Federal, State, and Local regulations shall be established by the franchisee providing the Contracting Officer with a copy of the permit or license when applicable.
- 6.2.3. Liquid wastes shall be stored in corrosion-resistant containers, removed from the project site, and disposed of not less frequently than monthly unless directed otherwise. Disposal of liquid waste shall be in accordance with Federal, State, and Local regulations. Fueling and lubricating of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. For oil and hazardous material spills which may be large enough to violate Federal, State, and Local regulations, the Contracting Officer shall be notified immediately.

SCHEDULE A CATV FRANCHISEE'S FEES

<u>ITEM</u>	MONTHLY UNIT FEE, \$		BID BASIS, NO. OF UNIT - MONTHS		ESTIMATED 10-YEAR COSTS, \$
 Individual subscriber fee per month for first outlet in individual residence or viewing area 		X	5000 X 120	-	
la. Individual subscriber fee per month for each additional outlet in individual residence or viewing area		X	600 X 120	-	
 Institutional subscriber fee per month for first outlet 		X	10 X 120	=	
2a. Institutional subscriber fee for each additional outlet		X	25 X 120	=	
 Reconnection fee for connecting user after disconnect for non-payment of fees 		X	25 X 120	=	
4. Relocation fee for relocating an outlet within a building at subscriber's location		X	2 X 120	=	
5. Home Box Office fee per month		X	1500 X 120 X 1/3	=	
TOTAL ESTIMATED 10-YEAR COST TO USERS (Sum of Items 1, 1a, 2, 2a, 3, 4, and 5)					

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STATIONS TO BE CARRIED ON CATV SYSTEM

CHANNEL ITEM	NETWORK(1)	CALL LETTERS (2)	CHANNEL NO. AT ORIGIN(3)	LOCATION(4)	CAMP LEJEUNE CHANNEL NUMBER(5)
A B C D E F(6)	ABC NBC CBS PBS CBN (7)				
I J(8) K L(9)	NONE NONE NONE	WTCG NA	17 NA	Atlanta, Georgia NA	

- (1) Bidder insert network affiliation or the word "None" in each blank.
- (2) Bidder insert call letters of station at origination in each blank.
- (3) Bidder insert channel number at origin in each blank.
- (4) Bidder insert city and state of station at origination in each blank.
- (5) Bidder leave blank. Channel numbers may be redesignated by the Contracting Officer for internal purposes only.
- (6) Incorporate Government originated broadcast capability.
- (7) Local time and weather; national and regional news.
- (8) This channel will be an independent station originating from a major (over 750,000 population), remote (over 750 miles distant) U. S. city.
- (9) This channel will carry the Home Box Office pay cable feature for optional subscription at added cost.

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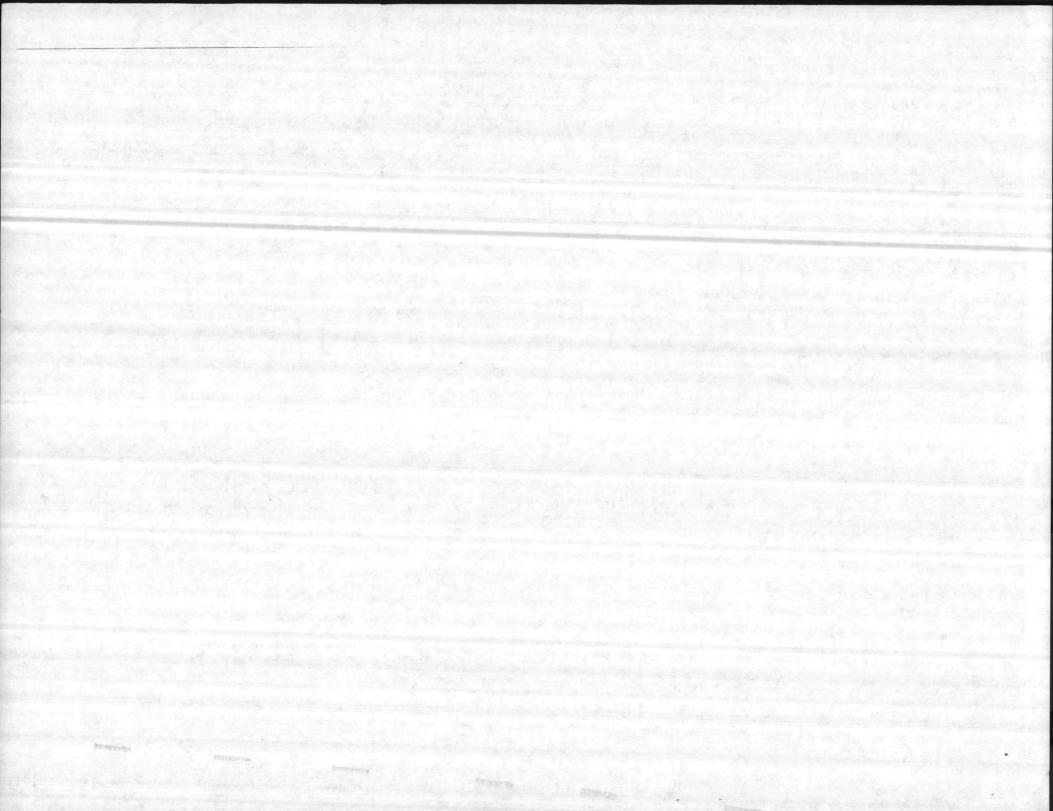
SCHEDULE C INCORPORATED ASPR PROVISIONS

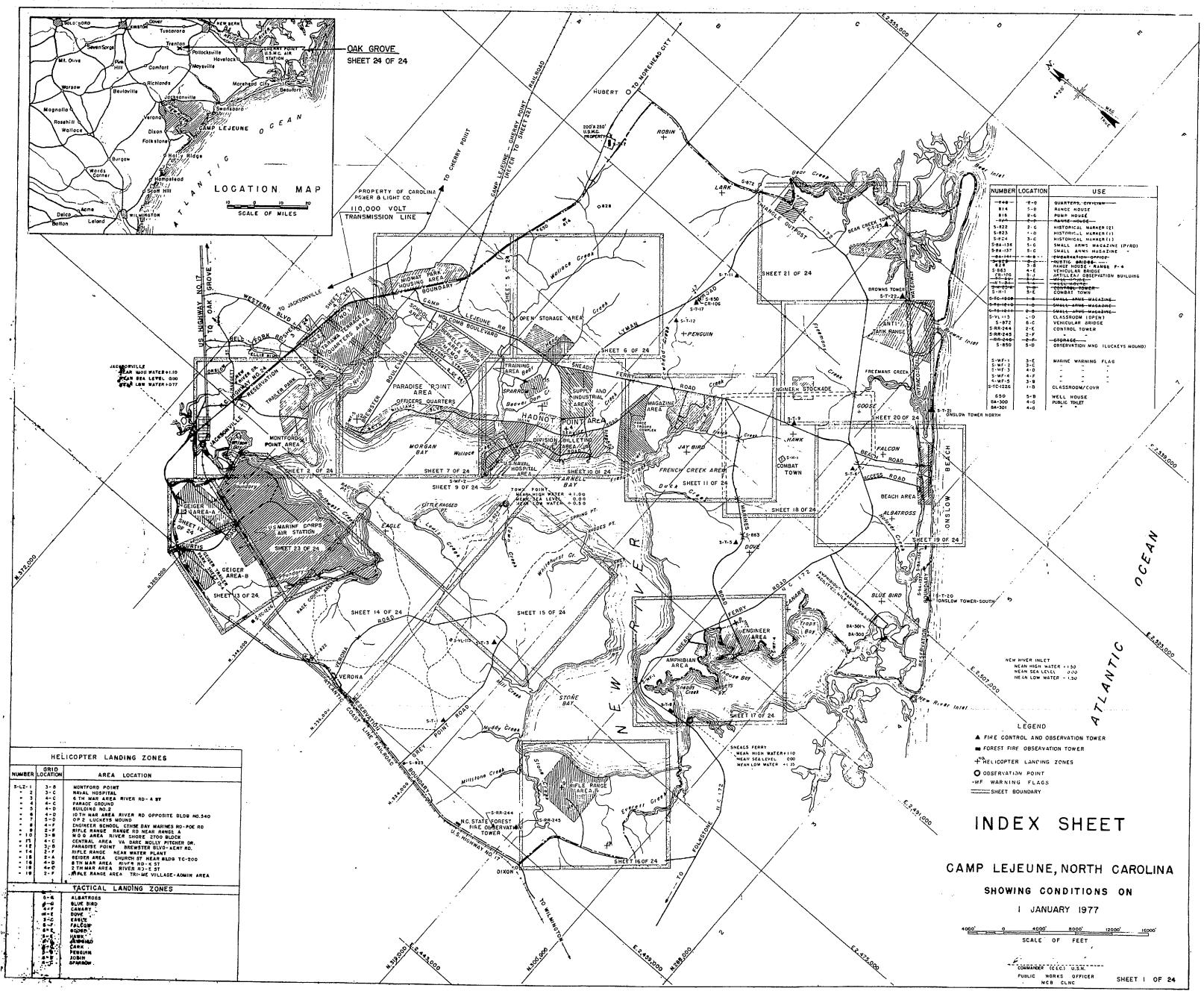
The following Armed Services Procurement Regulations (ASPR) provisions are hereby incorporated in this Agreement by reference:

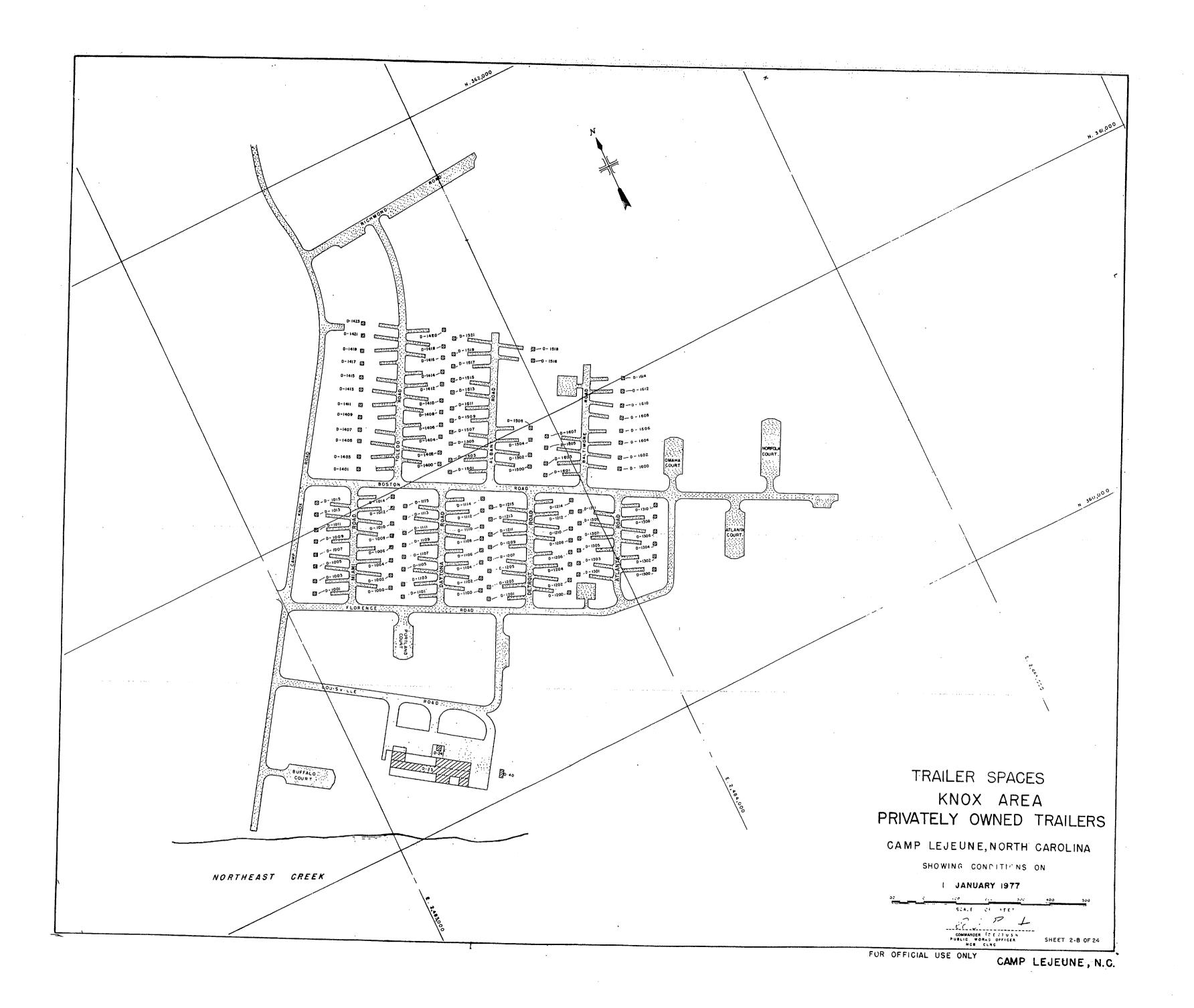
ASPR	CLAUSE TITLE
3-506	Late Proposals and Modifications of Proposals
7-103.8	Assignment of Claims
7-103.10(a)	Federal, State and Local Taxes
7-103.16(a)	Contract Work Hours and Safety Standards Act - Overtime Compensation
7-103.18(a)	Equal Opportunity
7-103.19	Officials Not to Benefit
7-103.20	Covenant Against Contingent Fees
7-103.27	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
7-103.28	Affirmative Action for Handicapped Workers
7-104.3	Buy American Act
7-104.15	Examination of Records
7-104.16	Gratuities
7-104.17	Convict Labor
7-104.39	Interest
7-104.63	Protection of Government Buildings, Equipment and Vegetation
7-104.86	Notification of Changes
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ASPR are available for review in Public Works Department, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina.

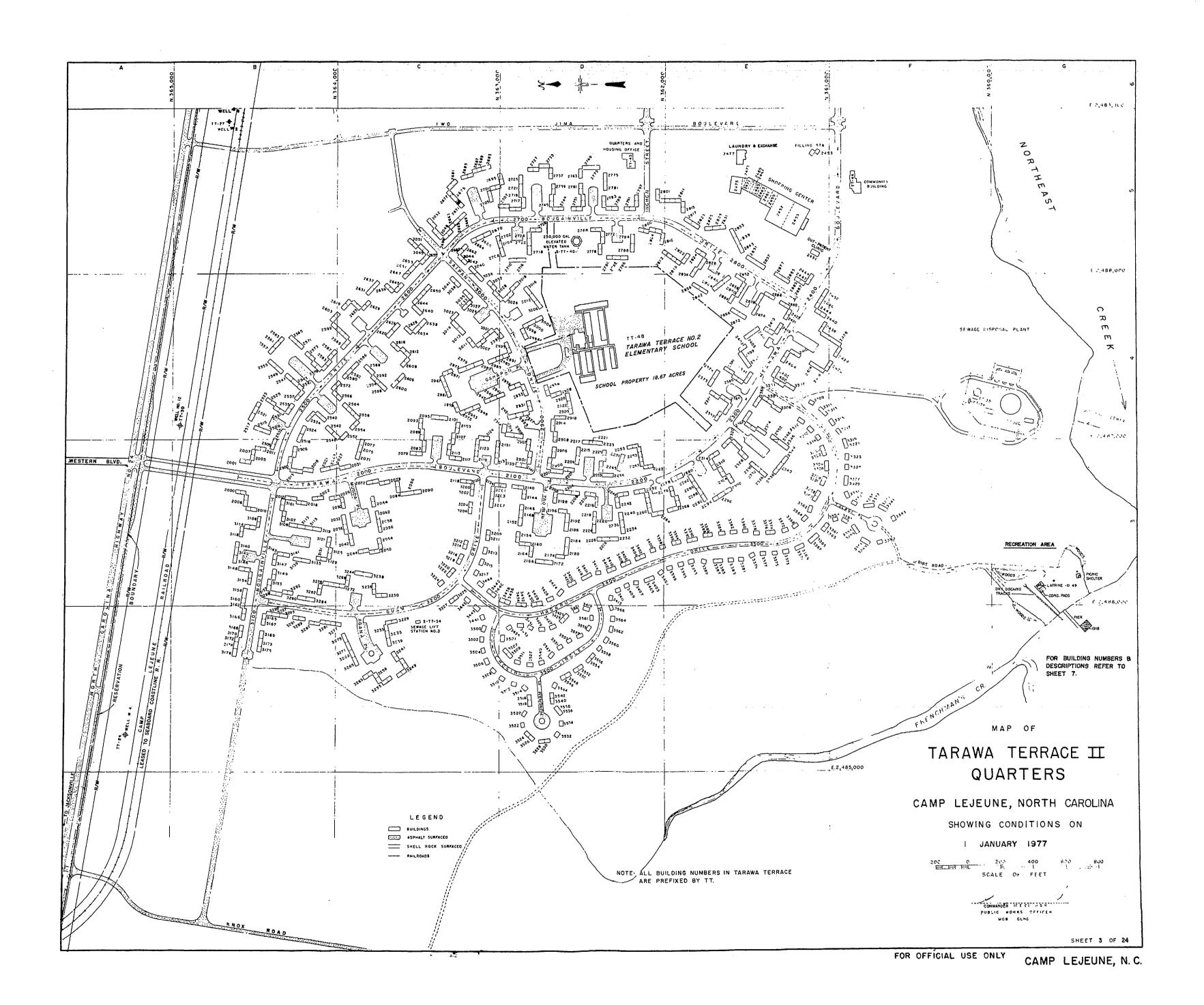
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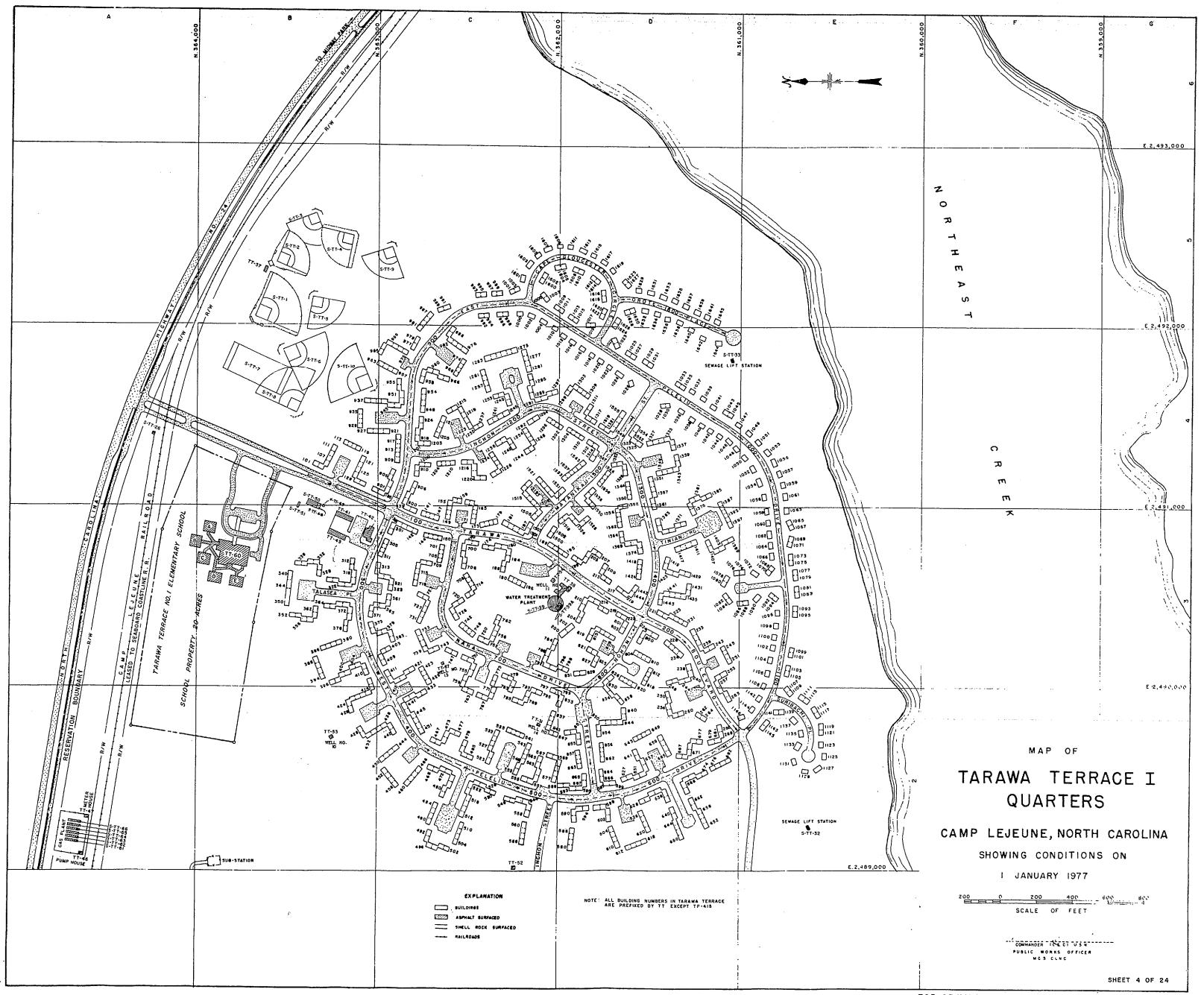




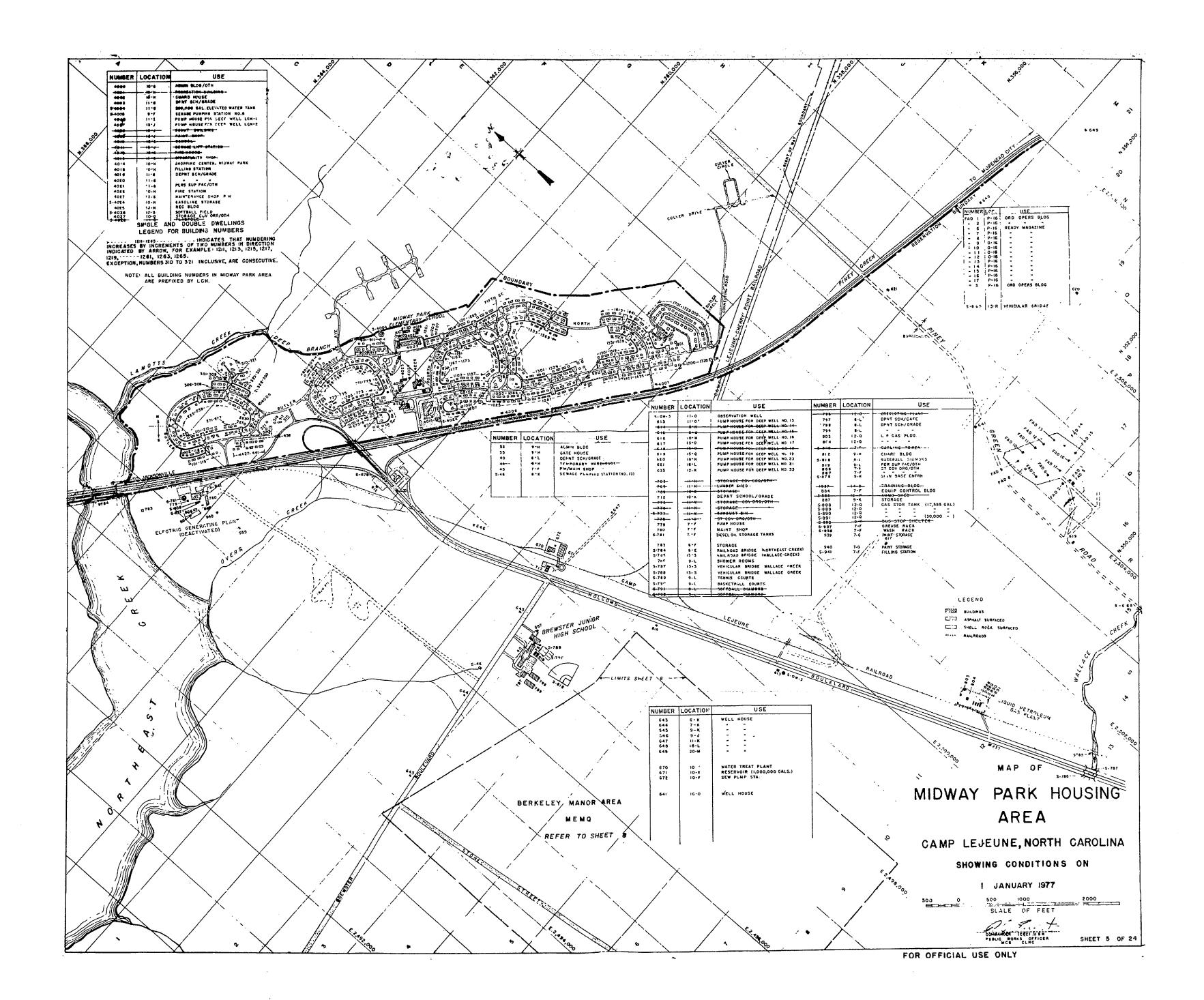


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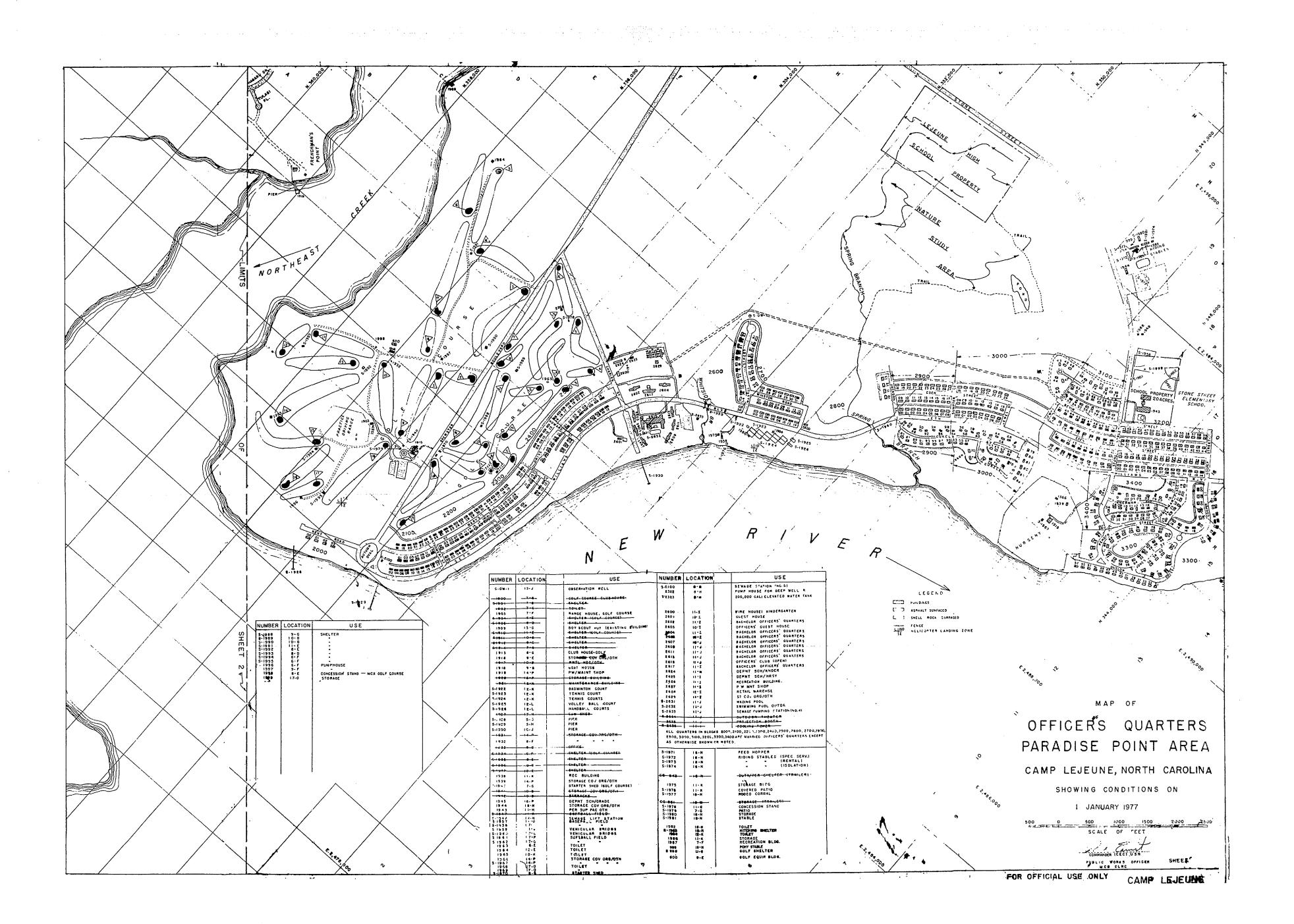




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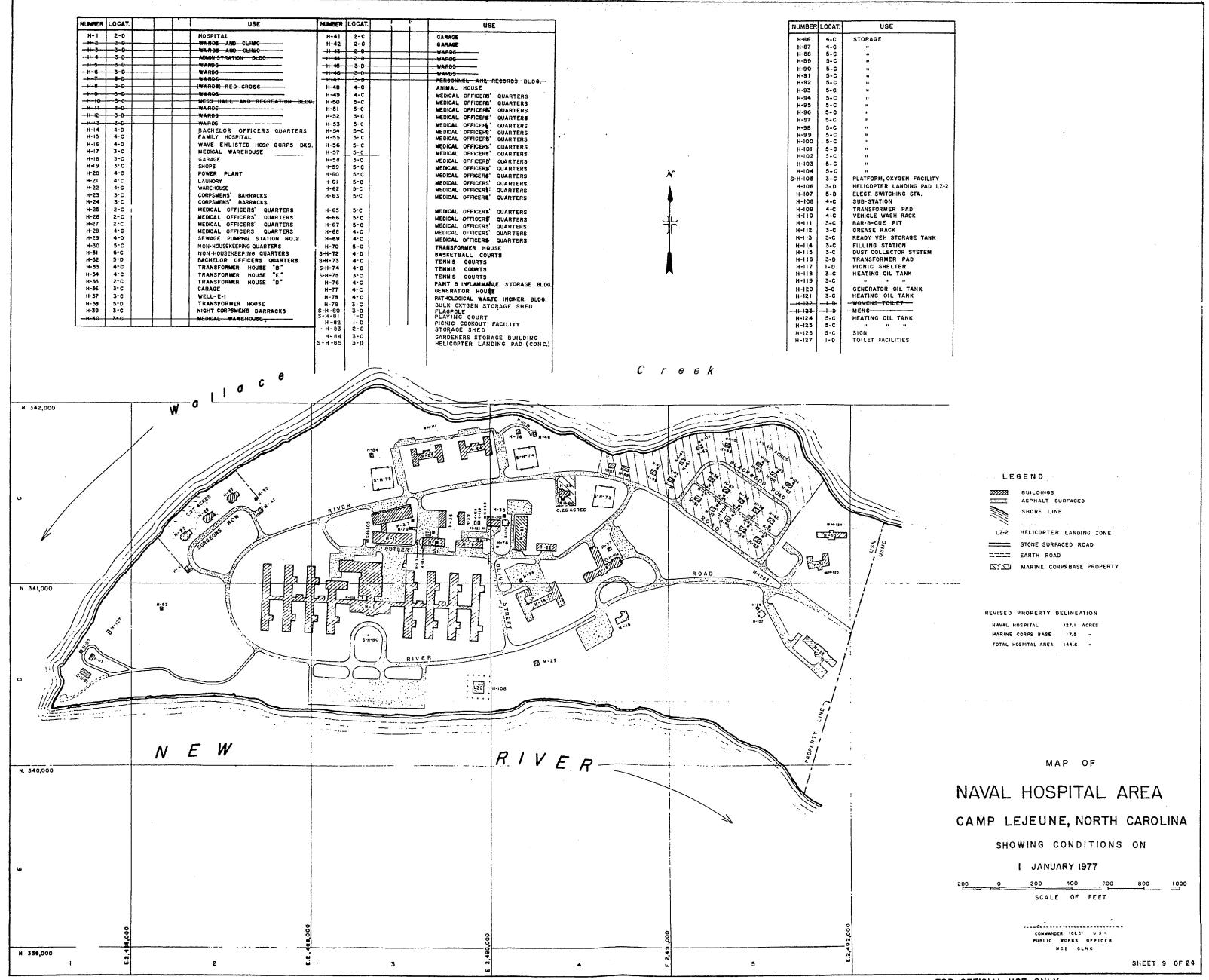
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