

BID PACKAGE AND SPECIAL PROVISIONS



FOR CONSTRUCTION OF

TSA Training Room Upgrade Project

**FOR USE IN CONNECTION WITH INYO COUNTY
STANDARD SPECIFICATIONS, DATED MAY 2020,
GENERAL PREVAILING WAGE RATES IN EFFECT
ON THE DATE THE WORK IS ACCOMPLISHED**

September 2024

Prepared By: Inyo County Public Works

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COUNTY OF INYO - NOTICE INVITING INFORMAL BIDS
PURSUANT TO STATE OF CALIFORNIA UPCCA ACT
TSA Training Room Upgrade Project
NOTICE TO CONTRACTORS

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Sample Contract and GSA Specifications may be obtained from the Inyo County website at:

<https://www.inyocounty.us/services/county-administration/bid-request-rfp>.

Only registered plan holders will receive any addenda to the bid packages, email mchapman@inyocounty.us to be added to the Plan Holders List. If a bidder does not acknowledge any and all addenda in the bid, the bid proposal may be rejected. This project is subject to the State of California Department of Industrial Relations (DIR) prevailing wage labor rates and requires that all contractors and subcontractors have active DIR registration.

SCOPE OF WORK

The contractors shall furnish, install, program, test, document, and train TSA personnel on turnkey operational and integrated Electronic Access Control System (EPACS), Entry Door Locks and Hardware, Intermediate Distribution Frame (IDF) IT Wall Mount Cabinets, Fiber Optics Cabling, and the Time Clock. All project work is more particularly described in the GSA Specifications. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

OPTIONAL JOB WALK

An optional job walk is scheduled for September 24, 2024, at 10 A.M. at the Bishop Airport Annex Building at 703 Airport Road, Bishop, CA (on the west side of the parking lot across from the airport terminal).

BIDDING INFORMATION

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on October 2, 2024** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

A valid California Contractor's Class C-10 (Electrical) license is required to bid on this project.

INQUIRIES

Technical questions related to project work, site conditions, or other related inquiries should be directed to Ashley Helms of the Public Works Department at ahelms@inyocounty.us (phone: 760-878-0200) before Thursday September 26 at 12PM. Answers to all questions will be posted on the bid website by 12PM on Friday, September 27. Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

BID PROPOSAL FORMS FOR

TSA Training Room Upgrade Project Bishop, CA

ENCLOSURES:

Bid Proposal Form
Bid Bond
Cashier's or Certified Check Form
Designation of Subcontractors
Certification Regarding Equal Employment Opportunity
Labor Code Section 3700 Contractor's Labor Code Certification
Labor Code Section 1725.5 Contractor and Subcontractor Registration
Public Contract Code Section 7106 (Non-Collusion Affidavit)
Public Contract Code Section 10162 Questionnaire
Public Contract Code Statement (Section 10232)
Inyo County Ordinance No. 1156 (Contracting Preference)
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BID PROPOSAL FORM

TO: COUNTY OF INYO
Attn.: Inyo County Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Herein called the "County")

FROM: _____

(Herein called "Bidder")

FOR: **TSA Training Room Upgrade Project**
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on October 2, 2024 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

2. BID AMOUNT TOTAL. The total amount of this Bid for provision of the services and materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

BID TOTAL (IN NUMBERS): \$ _____

BID TOTAL (IN WORDS): _____

Please see GSA Specifications for details on what this bid total must include. Bidders must complete the Schedule of Values on page 2 of this bid proposal. No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

Project: TSA Training Room Upgrade

Bid Date:

| Item No. | Description | Units | Quantity | Unit Cost | Subtotal |
|----------|--|----------------------------------|----------|--------------|----------|
| 1 | IDF wall mounted cabinet build-out | Scope is included in other items | | | |
| 2 | Install timeclock, provided by TSA | EA | 1 | \$ | \$ |
| 3 | Horizontal Cabling | | | | |
| i | Install single data drop | EA | 1 | \$ | \$ |
| ii | Install dual data drop | EA | 7 | \$ | \$ |
| 4 | Electrical Installation | | | | |
| i | Install 120v, 20A/NEMA 5-20R duplex wall outlets | EA | 4 | \$ | \$ |
| ii | Relocate light switch | EA | 1 | \$ | \$ |
| 5 | Testing and Labeling | EA | 1 | \$ | \$ |
| 6 | Deliverables & Documentation | EA | 1 | \$ | \$ |
| 7 | Install wall mounted IDF cabinet w/ 24 port patch panel | EA | 2 | \$ | \$ |
| 8 | Pull 6-strand SM fiber from TSA Checkpoint to Room 104 via existing conduit, terminate at each end | LS | 1 | | |
| i | Complete final 5 ft of conduit to Annex building (under sidewalk) | LS | 1 | \$ | \$ |
| 9 | Install wall mounted IDF cabinet w/ 24 port patch panel | EA | 2 | \$ | \$ |
| 10 | Install door hardware | | | | |
| i | Medeco Interchangeable Core | EA | 1 | \$ | \$ |
| ii | Mortised Lockset with Deadbolt | EA | 1 | \$ | \$ |
| iii | Hes Electric Door Strike | EA | 1 | \$ | \$ |
| iv | McKinney Pinned Door Hinges | EA | 1 | \$ | \$ |
| v | Don Jo Pick Plate | EA | 1 | \$ | \$ |
| vi | Heavy Duty Door Closure | EA | 1 | \$ | \$ |
| vii | Door Sweep | EA | 1 | \$ | \$ |
| 11 | Install EPACS equipment | | | | |
| i | Hirsch 2 door control panel | EA | 1 | \$ | \$ |
| ii | Hirsch Utrust TS Reader | EA | 1 | \$ | \$ |
| iii | Hirsch Request to Exit | EA | 1 | \$ | \$ |
| iv | Hirsch Secure Network Interface Board 3 | EA | 1 | \$ | \$ |
| v | Hirsch Door Module | EA | 1 | \$ | \$ |
| vi | Hirsch Mounting box - heavy duty slope flush mount | EA | 1 | \$ | \$ |
| vii | Hirsch Enrollment station | EA | 1 | \$ | \$ |
| viii | Hirsch Velocity Software | EA | 1 | \$ | \$ |
| ix | Hirsch Workstation | EA | 1 | \$ | \$ |
| x | Hirsch Contact enrollment reader | EA | 1 | \$ | \$ |
| xi | Hirsch Device Power Supply | EA | 1 | \$ | \$ |
| 12 | Provide onsite training to TSA personnel | LS | 1 | \$ | \$ |
| | | | | Total | |

*All work described in the GSA Scope of Work Specifications must be included in the bid, if additional items should be added to properly complete your informal bid, please contact Ashley Helms at ahelms@inyocounty.us or add below:

| Item No. | Description | Units | Quantity | Unit Cost | Total |
|----------|-------------|-------|----------|-----------|-------|
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| | | | | \$ | \$ |
| | | | | \$ | \$ |

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

5. ACCEPTANCE. County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: _____

Address: _____

_____ Zip Code _____
(The above address will be used to send notices or requests for additional information.)

Telephone: () _____

Federal Identification No.: _____

Contractor's License No.: _____ State: _____

Classification: _____ Expiration Date: _____

Type of Business (check one):

Individual (), Partnership (), Joint Venture ()

Corporation (), Other (Specify): _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) _____ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) _____ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) _____ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

10. BID PROTEST. In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Nate Greenberg, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

12. DEFINITIONS. The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

(Signature of Authorized Person)

(Date)

(Printed Name)

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

TSA Training Room Upgrade Project

**BID BOND
(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ Dollars (\$ _____) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **TSA Training Room Upgrade Project**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond.

WITNESS our hands and seals this _____ day of _____, 20 ____ A.D.

Principal

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

Surety

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (Attn.: Public Works Director)
168 North Edwards Street, P.O. Box Q
Independence, California 93526**

TSA Training Room Upgrade Project

**CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]

Bidder (print name): _____

TSA Training Room Upgrade Project

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

| ITEM NO. | DESCRIPTION OF WORK | % OF TOTAL CONTRACT | SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE | NAME, ADDRESS, PHONE NUMBER |
|----------|---------------------|---------------------|---|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

**CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(Government Code Section 12900 et seq., Sections 11135-11139.7)**

TSA Training Room Upgrade Project

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (**Government Code, Section 12900 et seq.**), the regulations promulgated thereunder (**California Code of Regulations, Title 2, Section 7285.0 et seq.**), and the Provisions of **Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7)**.

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

TSA Training Room Upgrade Project

I am aware of the provisions of Section 3700 and following of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

CONTRACTOR AND SUBCONTRACTOR REGISTRATION
With
CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

Signed Name

Date

Printed Name

CA DIR Registration No.

NON-COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

TSA Training Room Upgrade Project

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____, at _____,
(Date) (City) (State)

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

TSA Training Room Upgrade Project

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation:

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

TSA Training Room Upgrade Project

In accordance with **Public Contract Code Section 10232**, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By Bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

(Name and Title of Signer)

Signature

Date

Company Name

Business Address

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM

Department: Inyo County Public Works Department LOCATION: Bishop, CA

PROJECT DESCRIPTION: TSA Training Room Upgrade Project

TOTAL CONTRACT AMOUNT: \$ _____

BID OPENING DATE: _____

BIDDER'S COMPANY NAME: _____

| BID ITEM NO. | ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED | LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE | NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened) | DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE |
|--------------|--|--|---|---|
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|---|--|
| <p style="text-align: center;">For Inyo County to Complete:</p> <p>Project Number: _____</p> <p>Financing Type: _____</p> <p>Contract Award Date: _____</p> <p>Checked by: _____</p> <p>_____</p> <p>Print Name Signature Date</p> | <p style="text-align: center;">Total Claimed Participation</p> <p style="text-align: right;">\$ _____</p> <p style="text-align: right;">_____ %</p> <hr/> <p>Signature of Bidder _____</p> <p>Date _____ (Area Code) Tel. No. _____</p> <p>Person to Contact _____ (Please Type or Print)</p> <p style="text-align: right; font-size: small;">Small Business Enterprise (Rev 5/10)</p> |
|---|--|

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable,** a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

| PROJECT: TSA Training Room Upgrade Project | | | | CONTRACT COMPLETION DATE | | | |
|---|---|-------------------------------|---------------------|---------------------------|-----|--------------------------|-----------------------------|
| PRIME CONTRACTOR | | BUSINESS ADDRESS | | ESTIMATED CONTRACT AMOUNT | | | |
| BID ITEM NO. | SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE | DESCRIPTION OF WORK PERFORMED | SBE CERT. NUMBER | CONTRACT PAYMENTS | | DATE WORK COMPLETE | DATE OF FINAL PAYMENT |
| | | | | NON-SBE | SBE | | |
| | | | | \$ | \$ | | |
| | | | | \$ | \$ | | |
| | | | | \$ | \$ | | |
| | | | | \$ | \$ | | |
| | | | | \$ | \$ | | |
| | | | | \$ | \$ | | |
| | | | | \$ | \$ | | |
| | | | TOTAL | \$ | \$ | | |
| (i) Original Commitment | | | | | | | |
| \$ _____ | | | | | | | |
| 2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT | | | | | | | |
| CONTRACTOR REPRESENTATIVES SIGNATURE | | | | BUSINESS PHONE NUMBER | | DATE | |
| 4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT | | | | | | | |
| RESIDENT ENGINEER'S SIGNATURE | | | | BUSINESS PHONE NUMBER | | DATE | |

To be completed by the contractor and submitted to the Resident Engineer upon project completion

INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form.

CONTRACT AND BOND FORMS FOR

**TSA Training Room Upgrade Project
Bishop, CA**

ENCLOSURES:

Contract
Insurance Attachment
Faithful Performance Bond
Labor and Material Payment Bond

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

_____, **CONTRACTOR**

for the

_____ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, _____, 20____, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and _____ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of _____ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: _____ **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within _____ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: _____ dollars (\$_____), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- The Bid Proposal Form
- The Bid Bond
- The Faithful Performance Bond

- The Labor and Materials Payment Bond
- Insurance Specifications
- All documents as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Special Provisions concerning this Project including the Appendices and the Plans
- Scope of Work Attachment [negotiated contracts only]
- Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. INDEMNIFICATION. Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

9. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

12. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

13. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: _____

168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: _____

15. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. WAIVER. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. TERMINATION. This Contract may be terminated for the reasons stated below:
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or
b. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

19. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

21. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

22. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are

superseded in total by this Contract.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, or employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
- 3. Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
- 4. Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. *(If applicable. Professional liability insurance coverage is normally required if the contractor is providing a professional service regulated by the state, though Inyo County may require professional liability coverage from certain other types of service providers.)*

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

**Attachment: 2024 Insurance Requirements for
MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, includes, but not limited to, primary and noncontributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Waiver of Subrogation: Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIE/deductible. Policies shall not contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including ALAE, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Attachment: 2024 Insurance Requirements for
MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

PROJECT

**LABOR AND MATERIALS PAYMENT BOND
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of _____ dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated _____, 20 _____, entered into an Contract with the County for the construction of the _____ **PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

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Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE
ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER
AUTHORIZED UNDER CALIFORNIA LAW).**

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**

PROJECT

LABOR AND MATERIALS PAYMENT BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of _____ dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated _____, 20 _____, entered into an Contract with the County for the construction of the _____ **PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**

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SPECIAL PROVISIONS

FOR

**TSA Training Room Upgrade Project
Bishop, CA**

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COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

TSA Training Room Upgrade Project
Bishop, CA

These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.

Director of Public Works

Specifications Approval Date

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SPECIAL PROVISIONS
TSA Training Room Upgrade Project
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I. INTRODUCTION / GENERAL:

The TSA Training Room Upgrade Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated May 2020 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the “Contract Documents” (as that term is defined in section 1-1.07 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County website: <https://www.inyocounty.us/services/county-administration/bid-request-rfp>.

Unless indicated otherwise, all references in this document to sections are to those in the Inyo County Standard Specifications May 2020 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications May 2020 referenced herein or the Caltrans Standard Specifications and these Special Provisions, these Special Provisions shall prevail and be observed.

II. PROJECT DESCRIPTION:

The contractors shall furnish, install, program, test, document, and train TSA personnel on turnkey operational and integrated Electronic Access Control System (EPACS), Entry Door Locks and Hardware, Intermediate Distribution Frame (IDF) IT Wall Mount Cabinets, Fiber Optics Cabling, and the Time Clock.

III. CONTRACT AWARD AND EXECUTION - SECTION 3:

3-1.04 CONTRACT AWARD

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are in the Bid Book.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 INSURANCE POLICIES

The successful bidder must submit a Certificate of Insurance meeting the insurance requirements included as Attachment C to the sample contract.

3-1.08 SMALL BUSINESS ENTERPRISE PARTICIPATION

Section 3-1.08 is amended as follows.

This project is subject to Inyo County Code Section 6.06 to Provide Contacting Preferences for Local and Small Businesses, which can be found at: <https://ecode360.com/44461634>.

The bidder must:

- 1) Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.
- 2) Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference as described in Inyo County Code Section 6.06.030 or Section 6.06.040, the bidder must show that he/she is a SBE as described in Section 6.06.020.

It is the bidders' responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.

SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:

If the bidder is claiming the SBE contracting preference, the bidder must submit SBE information on the “Small Business Enterprise Commitment (Construction Contracts),” form included in the Bid Package. If the bidder is not claiming the SBE contracting preference, remove the form from the Bid Package before submitting your bid.

The bidder must Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor’s quote will serve as written confirmation that the SBE is participating in the contract.

SUBCONTRACTOR AND SBE RECORDS:

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on “Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors,” certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

3-1.18 CONTRACT EXECUTION

The successful bidder must sign the Contract form.

Deliver two (2) fully executed (except for the County’s signature) to the Office Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. Small Business (SB) Participation Report form
6. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

IV. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC – SECTION 7:

Section 7 of the Standard Specifications are amended to read as follows:

7-1.02K (2) WAGES

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at <http://www.dir.ca.gov>. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

7-1.02K (3) Certified Payroll Records (Labor Code §1776)

Contractor must keep accurate payroll records, and submit a copy of your certified payroll records weekly, including those of subcontractors to the following:

1. Inyo County Department of Public Works
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Include in the certified payroll:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio
3. A Statement of Compliance signed under penalty of perjury that declares:
 - a) The information contained in the payroll record is true, correct, and complete
 - b) The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
 - c) The wage rates paid are at least those required by the Contract

7-1.05 INDEMNIFICATION

Contractor shall hold harmless, defend, and indemnify the County of Inyo and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees and litigation costs, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

7-1.06 INSURANCE

Insurance minimums for the project are described in the Insurance Attachment to the sample contract, which is provided earlier in this Bid Package.

V. PROSECUTION AND PROGRESS – SECTION 8

Amended to read as follows:

8-1.05 TIME

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than **Fifty (50) Calendar days** from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the “Time for Completion.”

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 8-107B SS, “Time Adjustments.”

8-1.10 LIQUIDATED DAMAGES

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

\$100.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

VI. CLAIMS RESOLUTION

PUBLIC CONTRACT CODE SECTION 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its

failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

END OF SECTION

GENERAL SERVICE ADMINISTRATION SPECIFICATIONS

FOR

TSA Training Room Upgrade Project
Bishop, California

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
PAGE 1 OF 2 PAGES

| | | | |
|--|--------------------------------|--|-----------------------------------|
| 2. AMENDMENT/MODIFICATION NUMBER 0001 | 3. EFFECTIVE DATE 4/30/2024 | 4. REQUISITION/PURCHASE REQUISITION NUMBER EQ9PFJ-23-0057 | 5. PROJECT NUMBER (If applicable) |
| 6. ISSUED BY GSA, PBS R9, Acquisition Management Division Simplified Acquisitions Br, San Francisco Sect, 9PQAF 50 United Nations Plaza, Mailbox 9 San Francisco, CA 94102 USA | CODE 9PQAF | 7. ADMINISTERED BY (If other than Item 6) CODE | |

| | | |
|--|-------------------------------------|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) | <input checked="" type="checkbox"/> | 9A. AMENDMENT OF SOLICITATION NUMBER 47PK0524R0035 |
| | <input checked="" type="checkbox"/> | 9B. DATED (SEE ITEM 11) 2/27/2024 |
| | <input type="checkbox"/> | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER |
| | <input type="checkbox"/> | 10B. DATED (SEE ITEM 13) |
| CODE | FACILITY CODE | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

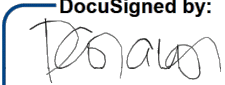
| | |
|---------------------------------------|---|
| CHECK ONE <input type="checkbox"/> | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment to the Request for Proposal, EQ9PFJ-23-0057, for the TSA Fiber and IT Equipment Installation project is to incorporate answers to questions received in response to the solicitation and also incorporate a revised Scope of Work dated 4/29/2024. No other changes are made by this amendment.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|--|---|-------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David White, Contracting Officer | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA DocuSigned by:  (Signature of Contracting Officer) | 16C. DATE SIGNED 4/30/2024 |

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)

Prescribed by GSA FAR (48 CFR) 53.243

INSTRUCTIONS (Back Page):

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation Number - Dated), and 10, (Modification of Contract/Order Number - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
 Net increase \$

(2) Accounting classification
 Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

- (i) Total contract price increased by \$
- (ii) Total contract price decreased by \$
- (iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --

- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

April 2, 2024

Bishop Airport TSA Office Refresh Project

Request for Information (RFI)

Two contractors performed site walks last week with the local STSO and myself (Bishop Airport Management), and the following questions were raised:

- 1) TSA intends to have three computer desks along the west wall, which are shown on page 15. There is currently only one outlet on that wall. Should the contractor install two additional convenience outlets along the wall? Also, are outlets of that sort able to be on a shared circuit?

A: Yes to both questions, the Scope of Work has been updated accordingly.

- 2) What is the desired height of the new data drops? I believe the data port for the Kronos clock should be at the height of the unit called out on page 11, but should the dual drops be at the height of the convenience outlets (approx. 12" above the floor)?

A: The data drops for the time clocks be installed so that the clock sits over the drops.

- 3) In the drawing on page 7 of the SOW, the location of the two IT cabinets conflicts with local TSA's planned layout for the room, the location is also the opposite corner from the fiber entry point. Both cabinets will not fit side by side along the south wall at the fiber entry point, so I propose the IDF-S cabinet mounts in the southeast corner and the IDF-U in the southwest. This aligns with local TSA's desired furniture layout. See marked up sketch below.

A: The agency agrees with the locations in the marked up sketch. The attachments to the scope have been updated accordingly.

- 4) The light switch for the room is currently outside the door in the hallway, a contractor asked if he should include the relocation of the switch in his bid.

A: Yes, the switch should be relocated into the office. It has been updated on the Scope of Work.

- 5) For Section **10) Door Locks and Hardware:**

- The door does not have exposed pins, please confirm that B) Non-Removable Hinges does not apply

A: If door hinges are on the inside this will not apply

- The door frame protects the strike, please confirm that D) Latch guard does not apply

A: A latch guard must still be installed

- 6) The contractor who was working on pricing for GSA last summer let me know that the Hirsch equipment called out in Section 11 of the SOW is over \$60,000 (their costs). This will push the overall project costs far beyond the contracting limits for the informal method I was intending to use (the limit is \$60k). I will be putting together a more formal bid package and will have to

advertise the bid, I will do that once the questions above are answered. This may push out the submittal of our bid to GSA by several more weeks.

A: It is understood that the County of Inyo has procurement rules they must follow.

- 7) Section 11. B) says that the EPACS System will connect to the IDS Alarm Panel, but I can't find the alarm panel referenced elsewhere.

A: IDS work was removed during revisions prior to solicitation, therefore this does not apply. Note has been made to the Scope of Work.

- 8) Where is the computer referenced in Section 11. J) to be located?

A: It will be installed in Room 104, exact location within the room to be determined.

- 9) As the SOW states, there must be a fiber patch panel in Cabinets S and U. There is only one fiber cable. Having two fiber patch panels in two separate cabinets is unnecessary the way we understand it. Could TSA explain this requirement?

A: The agency states that it requires patches panels at both cabinets, the equipment and connections inside cabinets must be kept separate.

- 10) Is it okay to place the cable certification graphs on the CAD as-built drawings, i.e. can the cable certification graphs be included on the cad drawings as 8.5"x11" pages on larger sheets?

A: Yes

- 11) Is it okay to mount Cabinets S and U on the South wall approximately 8' apart, one on each side of the window, as local TSA personnel have told us that the locations proposed in the SOW are reserved for other desks and equipment? We will quote in our bid 2x 4" conduits/raceways between the cabinets for patch cords, is this acceptable? [This is an extension of the question included in the prior email-AH]

A: Yes

- 12) Does TSA understand that if we install two cabinets on the South wall adjacent to the windows, [some of] the patch cords will need to exceed 8' in length?

A: Yes

- 13) Does TSA understand that even though the County has partially installed conduits between Room 104 and the terminal, that we have to complete the underground conduits underneath the sidewalk outside Room 104 and install underground pull boxes at the terminal, shack, and outside room 104? [Inyo County Road Dept staff will be completing the section of conduit in the parking lot that does not currently connect, but they do not have the equipment to bore under the sidewalk to reach the building. I asked the contractors to provide a line item in their quote for this work if it was something their crews could do, same with tying the two conduits together with a pull box at near the terminal. If their quote is too high for that work I will look for someone else to do it-AH].

A: TSA understands.

14) Does TSA want a dedicated breaker for the access control and the two cabinets, or do they each have to be on their own breaker? [The circuits for the IT cabinets are called out as dedicated circuits, so they just need to know about the access control power – AH] The breaker panel is adjacent to room 104, how will this room be secured? Is a lockable door sufficient? [Airport needs access to this utility closet – AH]

A: A lockable door will be sufficient.

15) At what height in the hallway, does TSA wish the scramble keypad and card reader be installed?

A: ADA Compliant – 48” to the top of the card reader

16) Does TSA understand that Inyo County prevailing wages are to be paid and that they are typically equal to or higher than Federal prevailing wages for the same classification? In addition, we must charge Inyo county CA sales tax on all items not considered to be services; this in addition to performance, labor, and materials bonds required by the Airport/County contract makes the cost much higher than a direct TSA to contractor bid.

A: The solicitation and any possible resulting contract are between GSA and the County of Inyo under the terms and conditions of the base lease contract agreement, LCA02637. We regularly contract for construction and services where labor rates within a market far exceed the Federal prevailing wages, where indirect costs such as taxes are paid, and where bonds are required prior to performance. All of these costs would be included on this project whether GSA contracts through the Lessor (County of Inyo) or if GSA competed the contract on its own.

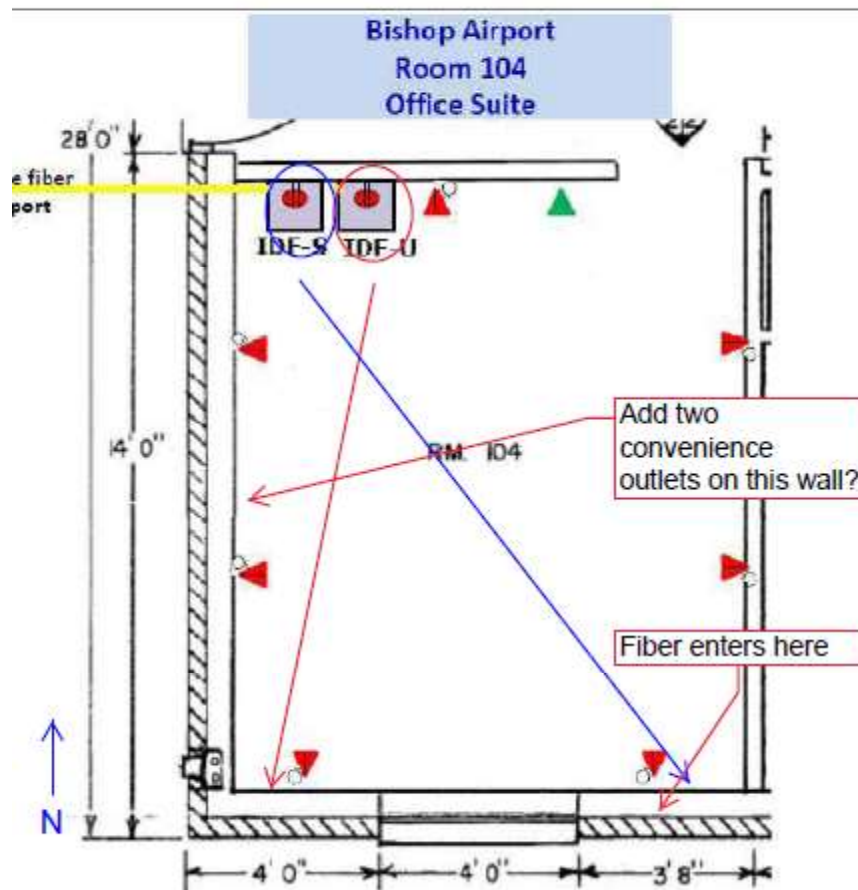
17) Will TSA provide their own access cards for the access control prior to training on how to use the system?

A: Yes, TSA Already has their own access control cards (PIV Cards)

18) Does TSA require a 1 year materials and repair labor warranty?

A: GSA does require a 1 year warranty on materials and workmanship, any subsequent warranty issues would have to be addressed between GSA and the County of Inyo, not TSA directly.

Off-Site TSA IDF Room 104





Administration, Pacific Rim Region
Central California Office
2500 Tulare Street, Ste 1220
Fresno, CA 93721

SCOPE OF WORK

Date: ~~February 15, 2023~~ **April 29, 2024**
Project Name: Bishop TSA Office Refresh
Project Location: 703 Airport Drive, Bishop, CA 93514
Building #: CA8516ZZ
Lease #: 1CA2953

1. Project Overview

The Transportation Security Administration (TSA) will be Federalizing an airport in Bishop, California and requires standard TSANet connectivity, IT infrastructure, and alterations to facilitate employee training and daily operations. TSA requires Design/Build (D/B) services for alterations to the new TSA/BIH Leased Space Room 104, to accommodate user requirements.

2. Scope of Work

The contractors shall furnish, install, program, test, document, and train TSA personnel on turn-key operational and integrated Electronic Access Control System (EPACS), Entry Door Locks and Hardware, Intermediate Distribution Frame (IDF) IT Wall Mount Cabinets, Fiber Optics Cabling, and the Time Clock.

1) IDF Wall mounted cabinet build-out

- A) The Contractor shall build-out two (2) **separate** wall mounted IDF cabinets in room 104 and label them "IDF-S" and "IDF-U" respectively. **IDF-S cabinet will only be used for security personnel whereas IDF-U will be used for IT networking personnel.**
- B) The cabinet should be installed 12" below the ceiling for ventilation.
- C) Sprinkler heads should not be positioned where they can cause water damage to the cabinet.
- D) Install a new Cat6 and fiber patch panels into the new "IDF-S" cabinet.
- E) Install the second IDF cabinet **labeled "IDF-U" besides along the adjacent southwest corner as shown in the updated diagram. This will ensure that both cabinet doors will swing full open and kept separate from one another.** Follow the same installation procedures as for "IDF-S" **and mount it in the southeast corner.**
- F) Install a new Cat6 and fiber patch panels into the new "IDF-U" cabinet.
- G) The IDF-S cabinet will house all the fiber connections per security protocol.
- H) The IDF-U cabinet will house all IT related network cabling.
- I) Both IDF cabinets must have a lock and key for security purposes.
- J) The Contractor shall pull and install 6-strand single mode (SM) fiber from the TSA MDF



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in the Airport Checkpoint Private Screening Room to the new “IDF-S” and “IDF-U” cabinets in room 104 & terminate on both ends with LC patch panels installed at the top of the cabinets. Fiber is to be installed in innerduct or must be armored fiber. Refer to the attached aerial map view of TSA on-site and off-site room 104 locations, the MDF/ISRA/IT Room layout plan, and IDF room 104 floor plan layout respectively. Cable certifications are to be in compliance with standards noted in Appendix C (Approved Products List), attached.

| Data/Voice Cable Certification | | | | |
|--------------------------------|-------------|---------------------|----------|--------------|
| Outlet Type | Location | Cable Configuration | Quantity | Total Cables |
| (Dual 2D) | TSA Offices | Category 6 | 7 | 14 |
| (Single 1D) | Time clock | Category 6 | 1 | 1 |
| (Quad 4D) | | Category 6 | 0 | 0 |
| Total Category 6 cables | | | 8 | 15 |

2) Time Clock Installation

- A) Install data drops for the time clocks as detailed in the “eTAS” section and in the locations identified on the floor plan and run to new IDF cabinet, to be specified by TSA. See attached floor plan drawing “Time Clock”.
- B) Install Cat6 data drops for user PCs and printers as in the locations identified on the room 104 floor plan and run to new “IDF-U” cabinet.
- C) The data drops for the time clocks should be installed so that the clock sits over the drops. Time clock should be installed flush to the wall and 40inches above the floor and no more than 54inches max to the top of the time clock from the floor.

3) Horizontal Cabling

- A) Horizontal Cat6 cable will be required to be run from each drop location to newly installed **high-density** 24-port patch panels contained within the new IDF cabinets. They will need to be certified and labeled as noted in the attached addendum.
- B) All cabling will need to be certified. See Appendix C (Approved Products List) for specifics.
- C) Cable is not required to be inside conduit if it is within enclosed walls/plenum and stays within TSA leased space. All cables that are exposed need to be installed inside conduit. This includes the cables going into the cabinet.
- D) Time clock drops need to be installed flush to the wall and 40” above the floor to be in compliance with ADA requirements.

4) Electrical Installation



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- A) The electrical circuits for the IDF cabinet is shown below. The receptacle is to be placed internal to the locking cabinet behind the patch panel, so it does not interfere with equipment to be installed in the cabinet.
- B) Outlet Type: 120v, 20A/NEMA 5-20R duplex
- C) Location: IDF-S and IDF-U Cabinets
- D) Quantity: two (2)
- E) **Install two (2) additional outlets along the wall for the computer workstations. Outlets may be shared.**
- F) **The one (1) light switch for Room 104 should be relocated from the hallway and into the office.**

5) Testing and Labeling

- A) Each new data cable, along with the modular jack, installed needs to be tested and certified for true Category 6 performance. Tester must test all (4) pairs of each cable up to 100 MHz. Certification results are to be provided in electronic format. See Appendix C (Approved Product List) for certification requirements.
- B) All cables, modular outlet jacks, faceplates and MDF terminations must be clearly labeled for ease of identification per the TSA labeling specifications.

6) Deliverables and Documentation

- A) "As-Built" Drawings in either VISIO or CAD format with a clear floor plan showing all data drops and their associated label.
- B) Project Cabling Test Results.

7) IDF IT Cabinet Specifications (2' wall-mount)

- A) No equipment (ACS / CCTV / etc.) shall be installed in the IT cabinet.
- B) Power and copper/fiber terminations are to be internal to the cabinet unless specified with an external Relay Rack.
- C) The cabinet is dedicated for TSA IT equipment. All IT equipment inside the cabinet shall be installed by TSA IT personnel.
- D) Wall mount cabinet must be able to swing fully open unobstructed.
- E) Wall mount cabinet must be mounted to allow it to support the maximum rated gross weight.
- F) Cat6 high density (48 ports / RU) patch panels are to be installed at the top of the cabinet.
- G) All patch panel drops are to be labeled to match the label on the data drop faceplates and floor plan.
- H) Horizontal cable management is to be installed above and below all patch panels.
- I) Data and power cables are to be run to the cabinet inside electrical conduit.



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- J) A NEMA 5-20R duplex power receptacle is to be installed at top rear of the cabinet behind the patch panels.
- K) The power receptacle is to be a 120v, 20A dedicated circuit.
- L) Cabling is to be installed to allow the cabinet to be swung into its fully open position without straining cables.
- M) A locking door is required on the cabinet and all sides locked or secured from the inside.
- N) A ventilation fan is to be installed inside the cabinet at the top to exhaust heat.
- O) The cabinet is to be bonded (grounded) to the TGB (Telecommunications Grounding Bus bar) with a separate #6 AWG insulated stranded or solid copper conductor in accordance with NEMA specifications.
- P) Space adjacent to cabinet required for unobstructed opening of the cabinet should be left vacant and marked/labeled so it will remain vacant for the opening of the cabinet.
- Q) The cabinet rails will need to be installed with adequate spacing to allow the Cisco switch to be mounted and the door closed and latched without interfering with any of the patch cables and all cables & power must be routed in the cabinet, so they do not reduce the usable depth of the cabinet for IT equipment.

8) **Fiber Optics Cabling**

- A) The Contractor shall pull and install 6-strand single mode (SM) fiber from the TSA MDF in the Airport Checkpoint Private Screening Room to the new "IDF-S" cabinet in room 104 & terminate on both ends with LC patch panels installed at the top of the cabinets. Fiber is to be installed in innerduct or must be armored fiber and will require the installation of new conduit between the buildings, about 400ft across. Bishop Airport will be responsible for the trenching about ~2ft-3ft underground with buried 3inch of conduit leading to both buildings. Refer to the attached aerial map view of TSA on-site and off-site room 104 locations, the MDF/ISRA/IT Room layout plan, and IDF room 104 floor plan layout respectively. Cable certifications are to be in compliance with standards noted in Appendix C (Approved Product List), attached.

9) **IDF IT Cabinet Minimum Specifications**

The following wall mounted Cabinet Enclosures shall be identified as the minimum standard requirement, for installation of TSA Network systems in both secured (ISRA) and non-secured areas.

- A) Two (2), 18RU Swing-Out Wall mounted IT Cabinet
- B) Removable locking side panels
- C) Locking door
- D) EIA compliant
- E) Fan Assembly Kit



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F) External Dimensions:

1. Height minimum 24"
2. Depth 30+" in.

G) Internal Usable Dimensions:

1. Height 18 RU
2. Width 19 in.
3. Depth 30" in.



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CWR Data Swing Wall Rack CWR-18-32PD

CWR Data Swing Wall Rack Series | SKU: CWR-18-32PD

Model: CWR-18-32PD



Data Wall Rack with 12-24 (configurable) rackrail and rear latch lock

Specifically designed for structured cabling, the CWR is a versatile system for mounting multiple patch panels and other accessories equipment where floor and wall space are at a premium.

- Welded steel construction for strength
- 24" width provides extra space for cables and patching
- Comes standard with adjustable wide-face rackrail
- Locking swing open center section for front and rear access
- Includes a locking/latching pleated front door for added security
- Front door can be easily reversed for left or right hand swing
- Engineered for passive thermal management, optional fan kit available
- Bag of 20 mounting screws included



Rack ever made to swing

Typically Ships in 4 Days - 10/14/2021

| | |
|-------------------------------|---------|
| Rack Units: 18 RU | Call Us |
| 18 RU | |
| Depth: 32.67 in (82.98 cm) | |
| 32.67 in (82.98 cm) | |
| Door Type: Pleated Door | |
| Pleated Door | |
| Available Internationally: No | |
| No | |



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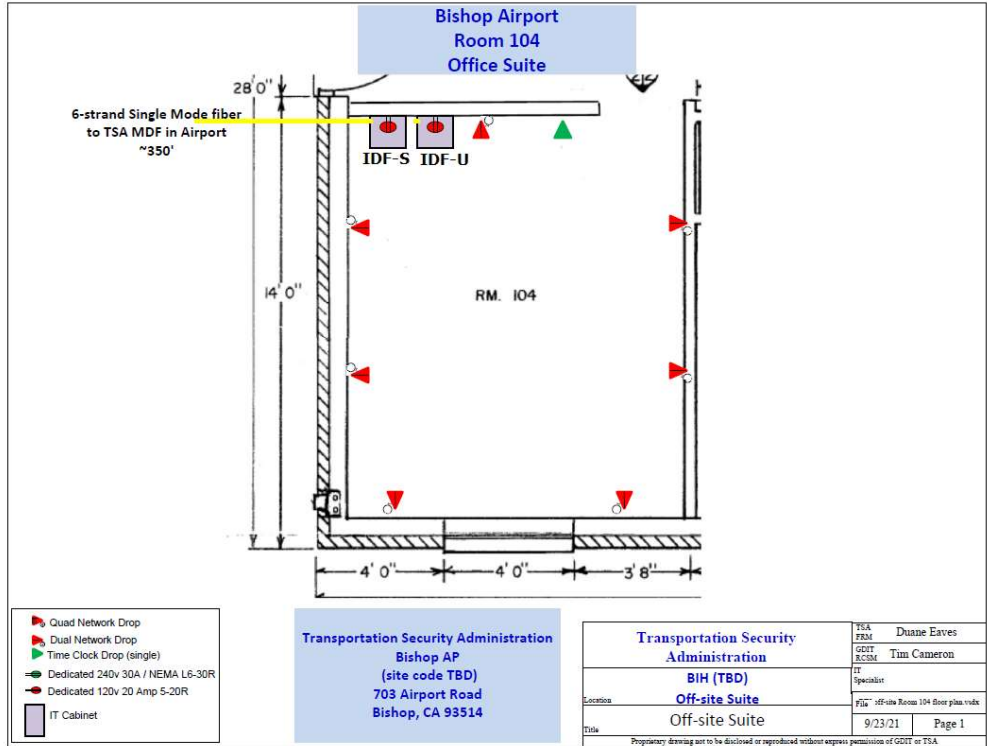
TSA On-Site and Off-Site Aerial Map View
(~distance roughly 400ft across)





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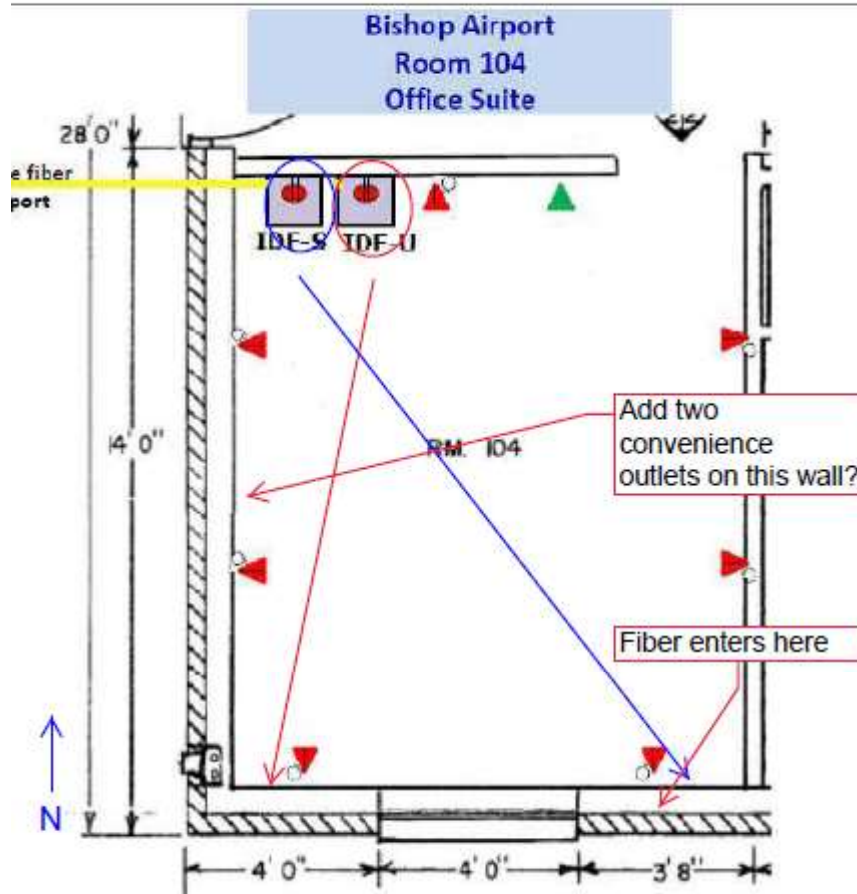
Off-Site TSA IDF Room 104 (Original)





Off-Site TSA IDF Room 104 (Updated-Revised)

Off-Site TSA IDF Room 104



****Note**

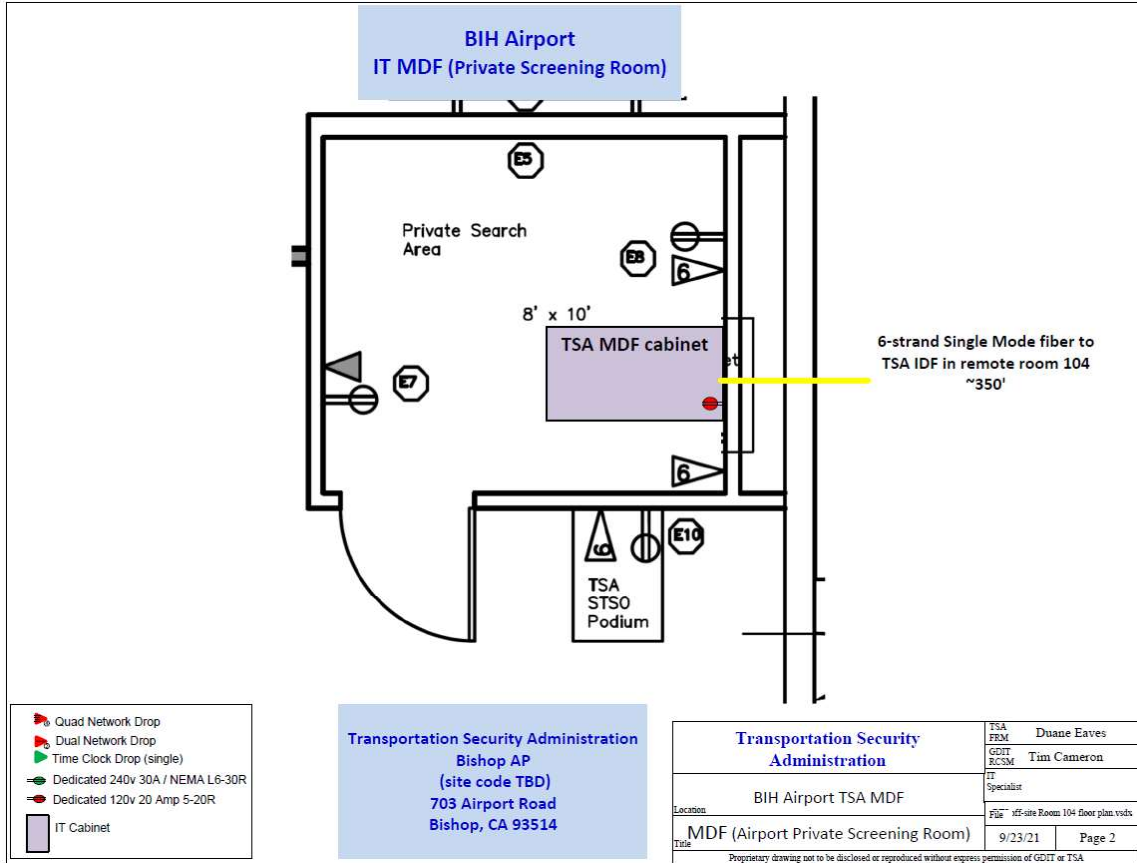
The IDF cabinet location shown in the diagram above is arbitrary and may be relocated by the agency approval to accommodate design and fiber cabling installation as needed. Contractor may suggest an alternative location based on site walk and design preparation but will need agency approval before moving forward.



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On-Site TSA MDF / ISRA / IT Room

ISRA/MDF Layout Plan





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Ethernet Cable Specifications and Certifications

- Copper - Cat6 - ANSI/TIA-568-C.2 Standard
- 295' is the maximum Cat6 cable length
- Cable is only required in EMT conduit when required by local code unless specified otherwise
- Patch-panel ports are to be labeled to match face-plates labels on data drops as well as a floor plan is to be provided indicating the location and label of all data drops
- All cable runs are to be point-to-point with no intermediate patching or splices
- Each new data cable, along with the modular jack needs to be tested for true Category 6 performance. Tester must test all (4) pairs of each cable up to 100 MHz in accordance with EIA/TIA standards
- Fiber - Optical Time Domain Reflectometry testing as defined in ANSI/TIA-568-C.0 and IEC 14763-3
- The industry standard tool for certifying data cables is the Fluke DSP-4300 Cable Analyzer, but any certified equipment that provides industry standard certification results may be used.
- **The primary tests required are:**
 - Wire Map
 - Length
 - Insertion Loss
 - Near End Cross Talk (NEXT)
 - Power Sum Near End Cross Talk (PSNEXT)
 - Equal Level Far End Cross Talk (ELFEXT)
 - Power Sum Equal Level Far End Crosstalk (PSELFEXT)
 - Return Loss
 - Propagation Delay
 - Delay Skew
- Certification results are to be delivered in a standard format similar to the example on the following page



SAMPLE CABLE CERTIFICATION REPORT



Cable ID: Perm Link - 001

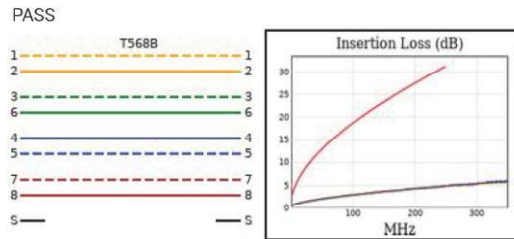
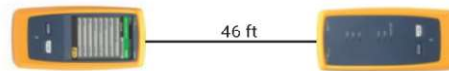
Test Summary: PASS

Date / Time: 06/11/2018 06:12:43 PM
 Headroom: 3.2 dB (NEXT)
 Test Limit: TIA Cat 6 Perm. Link (+All)
 Cable Type: Cat 6 U/UTP
 NVP: 69.0%
 Project: Copper-Fiber-Tier1/2-Insp

Software Version: V5.5 Build 2
 Calibration Start Date:
 Main (Module): 04/07/2017
 Remote (Module): 04/07/2017

Model: DSX-8000
 Main S/N: 1623085
 Remote S/N: 1623082
 Main Adapter: DSX-PLA804
 Remote Adapter: DSX-PLA804

| | | |
|--|--------------|-------|
| Length (ft), Limit 295 | [Pair 78] | 46 |
| Prop. Delay (ns), Limit 498 | [Pair 45] | 71 |
| Delay Skew (ns), Limit 44 | [Pair 45] | 4 |
| Resistance (ohms), Limit 21 | [Pair 12] | 2.0 |
| Resist. Unbal. (ohms), Limit 0.100 | [Pair 12] | 0.013 |
| Resist. P2P Unbal. (ohms), Limit 0.200 | [Pair 12-78] | 0.017 |
| Insertion Loss Margin (dB) | [Pair 45] | 26.1 |
| Frequency (MHz) | [Pair 45] | 247.5 |
| Limit (dB) | [Pair 45] | 30.9 |



Worst Case Margin Worst Case Value

| PASS | MAIN | SR | MAIN | SR |
|-------------|-------|-------|-------|-------|
| Worst Pair | 36-78 | 36-78 | 36-78 | 36-78 |
| NEXT (dB) | 6.1 | 3.2 | 6.1 | 3.2 |
| Freq. (MHz) | 249.0 | 247.5 | 249.0 | 247.5 |
| Limit (dB) | 35.4 | 35.4 | 35.4 | 35.4 |

| | | | | |
|--------------|-------|-------|-------|-------|
| Worst Pair | 36 | 36 | 36 | 36 |
| PS NEXT (dB) | 7.0 | 5.0 | 7.0 | 5.0 |
| Freq. (MHz) | 249.0 | 247.5 | 249.0 | 247.5 |
| Limit (dB) | 32.7 | 32.8 | 32.7 | 32.8 |

| PASS | MAIN | SR | MAIN | SR |
|-------------|-------|-------|-------|-------|
| Worst Pair | 36-78 | 78-36 | 12-45 | 45-12 |
| ACR-F (dB) | 13.9 | 13.9 | 17.4 | 17.5 |
| Freq. (MHz) | 91.3 | 91.3 | 229.5 | 229.5 |
| Limit (dB) | 25.0 | 25.0 | 17.0 | 17.0 |

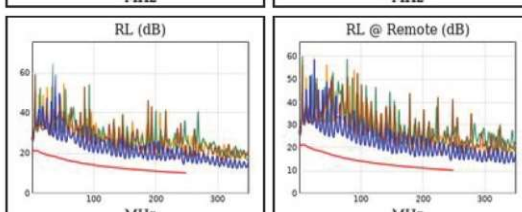
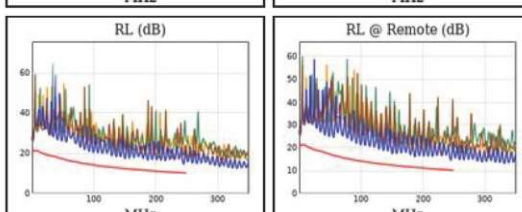
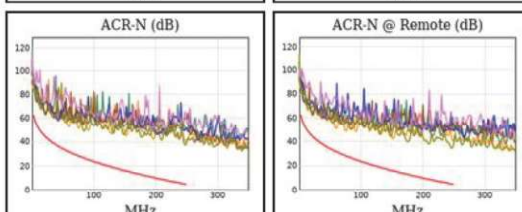
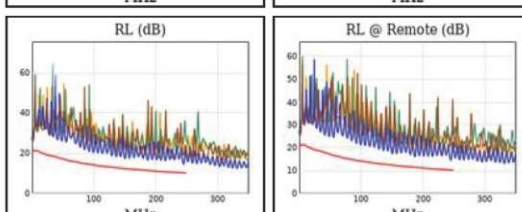
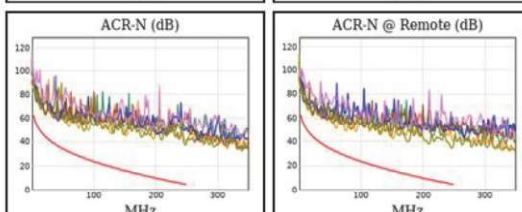
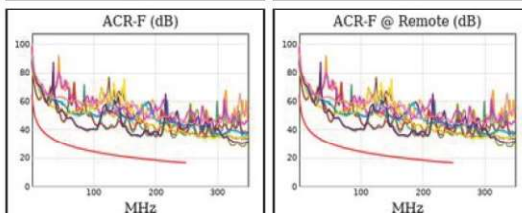
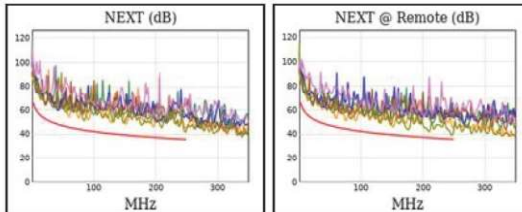
| | | | | |
|---------------|------|------|-------|-------|
| Worst Pair | 78 | 36 | 45 | 12 |
| PS ACR-F (dB) | 16.7 | 16.7 | 19.2 | 19.5 |
| Freq. (MHz) | 91.3 | 91.3 | 232.5 | 229.5 |
| Limit (dB) | 22.0 | 22.0 | 13.9 | 14.0 |

| N/A | MAIN | SR | MAIN | SR |
|-------------|-------|-------|-------|-------|
| Worst Pair | 12-36 | 12-36 | 36-78 | 36-78 |
| ACR-N (dB) | 18.5 | 17.6 | 32.6 | 29.5 |
| Freq. (MHz) | 14.8 | 14.8 | 249.0 | 247.5 |
| Limit (dB) | 48.4 | 48.4 | 4.3 | 4.5 |

| | | | | |
|---------------|------|------|-------|-------|
| Worst Pair | 36 | 36 | 36 | 36 |
| PS ACR-N (dB) | 18.3 | 17.1 | 33.3 | 31.2 |
| Freq. (MHz) | 22.6 | 22.3 | 249.0 | 247.5 |
| Limit (dB) | 41.4 | 41.6 | 1.7 | 1.9 |

| PASS | MAIN | SR | MAIN | SR |
|-------------|-------|-------|-------|-------|
| Worst Pair | 45 | 45 | 45 | 45 |
| RL (dB) | 4.3 | 4.3 | 4.3 | 4.3 |
| Freq. (MHz) | 245.5 | 246.0 | 245.5 | 246.0 |
| Limit (dB) | 10.1 | 10.1 | 10.1 | 10.1 |

| PASS | MAIN | SR | MAIN | SR |
|-------------|-------|------|-------|-------|
| Worst Pair | 36 | 78 | 36 | 36 |
| TCL (dB) | 9.9 | 10.6 | 9.9 | 11.8 |
| Freq. (MHz) | 201.5 | 4.0 | 201.5 | 163.0 |
| Limit (dB) | 15.4 | 40.0 | 15.4 | 16.8 |



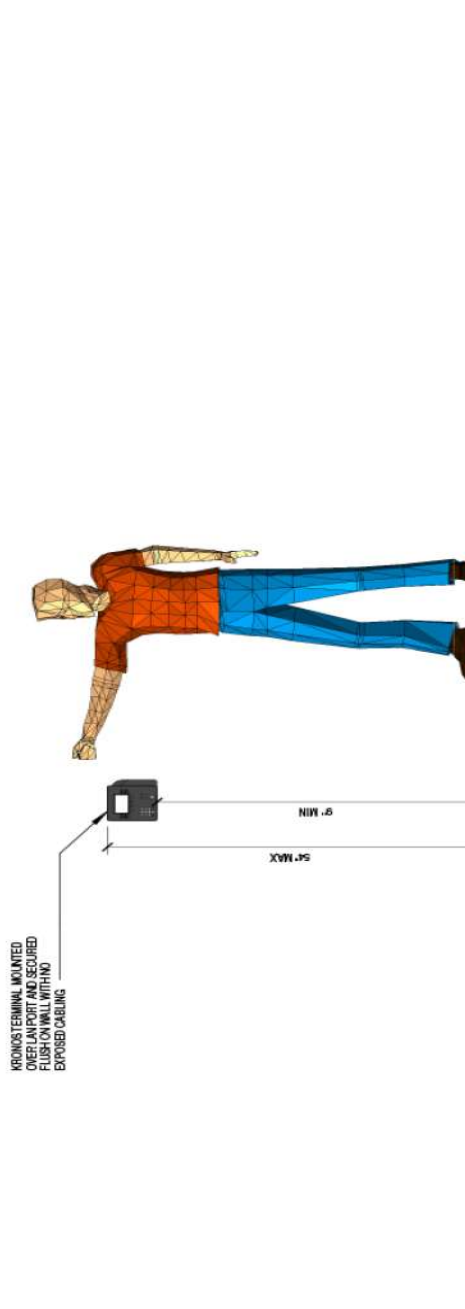


Appendix D: Time Clock eTAS Kronos

- 1) Time clock drops are to be installed 40" above the floor **and no more than 54" max to top.**
- 2) Drops are to be installed flush to the wall so the time clock can be installed **e-over** the top of the drop.
- 3) Time clock drops are to be a single Cat6 drop.
- 4) The exact placement should be verified with local TSA management, so it does not interfere with operations and is readily accessible.

Figure 3-3-4 Kronos Time Clock

| Equipment | Size | Quantity | Power Requirements | IT Requirements | Additional Information |
|----------------------|-------------------------|--------------|---|---|--|
| Kronos 4500 Terminal | 11.7"H x 10.7"W x 4.0"D | As indicated | <ul style="list-style-type: none"> All Power Over Ethernet (POE) | <ul style="list-style-type: none"> Data Drop = 1 Cat6 cable per time clock Kronos Terminal placement should be within 285' of existing TSA IT Cabinet. Host communication via Ethernet (100 Mbps) | <ul style="list-style-type: none"> Locate Kronos Terminal in a secure TSA area. Place in protected area to avoid physical damage. Mount per ADA requirements. Allowed high side reach shall be no more than 54" and the allowed low side reach shall be no less than 48" AFF. Avoid checkpoint high traffic areas such as exit lanes, queuing areas, public seating, and composure areas. No exposed cabling or power outlets allowed. TSA preferred install is to mount the clock over a LAN port The LAN port must be installed flush so the time clock can be mounted on top preferred install is to mount the clock over a LAN port |





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10) Door Requirements Locks and Hardware

A) The Contractor shall install the following items from the table below.

| Locks & Door Hardware | | | | | |
|-----------------------|--------------|---|----------------------------|---|----|
| 1 | MEDECO | Medeco Interchangeable Core | MED32T0201-26DLS | 1 | EA |
| 2 | MARKS | Mortised Lockset with Deadbolt & Medeco (Perimeter & High Security doors) | MAR5CP92FS/32D-G3 | 1 | EA |
| 3 | HES | Electric Door Strike | HES1006-630 | 1 | EA |
| 4 | MCKINNEY | Pinned Door Hinges | MCKMPB79 4.5 x 4.5 26d NRP | 1 | EA |
| 5 | DON JO | Pick Plate | DONMLP-211-SL | 1 | EA |
| 6 | Door Closure | Heavy Duty Door Closure | LCN4040XPRW/PADKBZ-IML | 1 | EA |
| 7 | Door Sweep | Misc. | IML-ASFDS330C36 | 1 | EA |

~~B) Non-Removable hinges (NRP) will be installed where the pins are exposed to the exterior of the space.~~

C) Hardware with built-in request to exit (REX) function with **Medeco Underwriters Laboratories (UL) 437 M-3 Interchangeable Core** cylinder. The MARKS Storeroom Function Mortise Lockset with Deadbolt must have the latch bolt retracted by key outside or by lever inside. Outside lever is always fixed. The deadbolt can only be thrown or retracted by key outside or thumb-turn inside. By turning the inside lever, it simultaneously retracts both deadbolt and latch bolt. The auxiliary latch deadlocks latch bolt when door is closed. This Lockset must accept a Medeco #32-0200 housing and interchangeable core.

~~D) Must have Latch guards/Anti pick plate covers installed unless door strike is protected/covered by door frame.~~

E) Installed functioning heavy duty door closer and heavy-duty door gasket/sweep.

11) Electronic Physical Access Control System (EPACS)

To meet HSPD-12 requirements and DHS Physical Access Control System (PACS) modernization mandate, the contractor shall install equipment and systems that are only on the approved GSA Approved Product List (APL). **This will not apply for this project. There are no physical installations of IDS on this project.**

General EPACS Installation Requirements

The contractor shall install the following items listed in the table below:



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| Physical Access Control System (PACS) | | | | | |
|---------------------------------------|--------|---|-----------------|------|----|
| Number | Mfr. | Description | Model | Qty. | |
| 1 | HIRSCH | 2 Door Control Panel | MX2 | 1 | EA |
| 2 | HIRSCH | UTrust TS Reader - FICAM Ready | 8332ABTR000 | 1 | EA |
| 3 | HIRSCH | Request to Exit (REX) | EPB2E | 1 | EA |
| 4 | HIRSCH | Secure Network Interface Board 3 | SNIB3 | 1 | EA |
| 5 | HIRSCH | Door Module | MELM3 | 1 | EA |
| 6 | HIRSCH | Mounting Box - Heavy Duty Slope Flush Mount | MB8 | 1 | EA |
| 7 | HIRSCH | Enrollment Station - Prox & PIV | SMES-PC-RP4-USB | 1 | EA |
| 8 | HIRSCH | Velocity Software | 3.6 SP3 | 1 | EA |
| 9 | HIRSCH | Velocity Workstation | HMS-WS-FP | 1 | EA |
| 10 | HIRSCH | Contact Enrollment Reader | SRC3310V2 | 1 | EA |
| 11 | HIRSCH | Device Power Supply | PSH-MX | 1 | EA |

- A) All doors connected to the access control system will use electrified hardware “REX built-in function” to shunt the alarm.
- B) The EPACS System will provide connection to the IDS Alarm Panel.
- C) The EPACS system shall be programmed to report forced entry and/or a “prop open” alarm to the IDS system.
- D) The EPACS system shall have the scramble feature enabled and 6+1 PIN programming for the forced entry duress.
- E) All credentials enrolled into the new system will be enrolled per instructions from the manufacturer’s PIV enrollment guide to ensure HSPD-12 and FICAM compliance. No pin codes, only enrollments will be permitted. All enrollments will be accomplished using the SCR-3310 insertion reader or approved equivalent.
- F) The EPACS system shall have all tamper switches enabled.
- G) All equipment serving the EPACS system to include controllers, and readers will be wall mounted **Location identified in Appendices A and B.**
- H) All newly installed readers must be TSA Office of Security approved, see Appendix C (Approved Product List), and meet FICAM compliance. Existing reader cabling must be compatible with the new readers at each location.
- I) All newly installed Access Control System (ACS) controllers must be TSA Office of Security approved, see Appendix C (Approved Product List).
- J) The contractor will provide, program (**Contact the manufacturer for programming info and specs for the standalone pc**) and install of a standalone PC with Velocity 3.6 SP3. The standalone PC will be configured to be the client workstation, having the ability to act as the system server and enrollment station. All security system computer-based software shall be provided with license active at the time of installation. The standalone PC will communicate with the installed controller via the SNIB3. No backdoor passwords will be applied to either the standalone pc or the SQL instance



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used as the system database. For the SQL database the default Identiv password will be used for the database password. **This computer will be installed and setup in Room 104 to facilitate TSA personnel work duties, the placement location is TBD by TSA personnel during construction.**

- K)** Upon acceptance of the system the contractor will provide the Physical Security Representative/TM with a full database backup of the system.

12) Training

Contractor will provide onsite training to multiple TSA personnel to enroll, update and remove persons in the access control system, as well as how to arm/disarm and properly use the IDS. NOTE: more than one person is to be trained to prevent single point of failure. A minimum of three (3) hours of training will be conducted to ensure the local office is trained in the use and operation of all systems. At the conclusion of the training, the Contractor will provide copies of the training documentation to include class roster and list of items covered to the Federal Security Director (FSD)/ Manager at location and the TSA FSU Physical Security Representative/TM.

A) EPACS

- 1) The contractor is responsible for obtaining, installing, programing, and testing a complete turnkey EPACS system (to include readers) that is approved by the TSA Office of Security. Reference the TSA Appendix C, the Approved Products List (APL) for equipment specifications.
- 2) The contractor will be responsible for all the initial input of all user codes, HSPD-12 enrollment of all TSA personnel. HSPD-12 enrollment will consist of using both the HSPD-12 PIV cards issued by TSA and a unique code for each TSA employee. Contractor will do all initial enrollments of TSA employees and provide training to TSA staff. TSA requires PIV card and PIN code authentication for all persons enrolled in the new PACS system. NOTE: GENERIC/UNIVERSAL access codes are not authorized for TSA facilities.
- 3) **The Hirsch scramble keypad and card reader should be installed to be ADA compliant (48inches to the top of the card reader).**



Index Sheet

| | | | | |
|--------------------------------|-----|--------|---|----------------------------|
| Door Number | | | | Room 104 |
| TSA Door Name/Number | | | | ISRA/Office/TSA |
| Selected POR Door Type | | | | ISRA/LAN/IT Storage |
| IDS (Not Required) | | | | |
| Action | QTY | Source | Device | Part# |
| ACS | | | | |
| Action | QTY | Source | Device | Part# |
| Install | 1 | New | UTrust-TS-Readers ScramblePad | 8332ABTR000 |
| Install | 1 | New | Miniature Embedded Line Module | MELM 3 |
| Install | 1 | New | 1/2 inch ring extender | MBX |
| Install | 1 | New | Heavy duty sloped flush mounting box | MB8 |
| Install | 1 | New | Request to Exit Sensor, Standard PIR Gray | DS150i |
| Intercom (Not Required) | | | | |
| Action | QTY | Source | Device | Part# |
| Lock/Door Hardware | | | | |
| Action | QTY | Source | Device | Part# |
| Install | 1 | New | Electronic Lock - Electric Strike | HES 5000 or TBD |
| Install | 1 | New | Medeco Core and Rekey | MED33 Interchangeable Core |
| Install | 1 | New | Door Closer | LCN4040XPRW/PADKBZ-IML |
| Install | 1 | New | Door Sweep | IML-ASFDS330C36 |
| CCTV (Not Required) | | | | |
| Action | QTY | Source | Device | Part# |

Approved Product List (APL)



| IDS Components | | |
|---------------------------|--|---------------|
| BOSCH | IDS Controller w/Comm Mod 2500 Tulare Street, Ste 1220 Turlock, CA 95721 | B9512G-CP |
| BOSCH | Touch Screen Keypad | B942 |
| BOSCH | TriTech Motions Detector 360 | DS9360 |
| BOSCH | Glassbreak detector | DS1108i |
| Anixter | Fiber Convertor for the Bosch SDI Bus | ADAM-4541-BE |
| STI | Wall Mount Duress Button w/Cover | SS2422EM-EN |
| ADEMCO | Covert Duress Button B | 269R Duress |
| AMSECO | Blue Strobe | SL401B |
| INTERLOGIX | Recessed Door Contact 1078/1076 series DPDT (Perimeter) | 1078 |
| MAGNASPHERE | Door Contract (Perimeter & High Security Doors) | HS-L1.5-111 |
| INTERLOGIX | Armored Door Contact (Perimeter & High Security Doors BMS) | 2707AD-L |
| BOSCH | PLUG-IN COMMUNICATOR | B430 |
| BOSCH | SDI Bus Amplifier Kit | B520-C |
| BOSCH | Zone Expander SD12 8-Input | B208 |
| BOSCH | Zone Expander SD12 8-Output | B308 |
| BOSCH | 8103 Enclosure | D8103 |
| BOSCH | Mounting skirt for the D8103 | D9002-5 |
| BOSCH | Transformer Security Kit | D8004 |
| BOSCH | D101 Lock Kit | D101 |
| BOSCH | D110 Tamper Kit 2/PKG | D110 |
| ALTRONIX | 12/24 VDC Relay 5A | RB5 |
| KJK | Battery, 12 Volt, 7.0Ah | 477967 |
| KJK | Battery, 12 Volt, 17.0Ah | 804077 |
| Access Control Components | | |
| Identiv | 2 Door Control Panel | MX2 |
| Identiv | 4 Door Control Panel | MX-4-N3-FICAM |
| Identiv | 8 Door Control Panel | Mx-8-N3-FICAM |
| Identiv | FICAM compliant Network Module | SNIB-3 |
| Identiv | SmartProx - FICAMS Ready Mullion Mount | 8032ABTR000 |
| Identiv | SmartProx - FICAMS Ready Single Gang | 8132ABTR000 |
| Identiv | TS ScramblePad SC Utrust - FICAMS Capable | 8332ABTR000 |
| Identiv | Enrollment Station - Prox & PIV No Keypad | SCR3310v2.0 |
| Identiv | RS-485 Reader Expansion Board | RREB |
| BOSCH | Request to Exit Motion (REX) | DS150i |
| Anixter | Remote door release | TS-18 |
| Anixter | Pneumatic PB for MagLocks | TS-14 |
| Identiv | Door Module | MELM3 |
| Identiv | Miniature Embedded Line Module | MELM1 |
| Identiv | Mounting Box - Heavy Duty Flush Mount | MB3 |
| Identiv | Mounting Box - Heavy Duty Surface Mount | MB4 |
| Identiv | Mounting Box - Exterior Heavy Duty Surface Mount | MB5 |
| Identiv | Mounti ng Box - Heavy Duty | MB8 |



| | | |
|----------------------------|---|---------------------------------|
| | Slope Flush Mount | |
| Identiv | Mounting Box - Heavy Duty Slope Surface Mount | <u>MB9</u> |
| Identiv | Sloped Surface Mounting Box | <u>MB2SL</u> |
| Identiv | Mounting Box Extension | <u>MBX</u> |
| Identiv | Velocity Workstation | <u>HMS-WS-FP</u> |
| Dell | OPTIPLEX 7080 TOWER | <u>ACP CREATI 210-AVLF</u> |
| KJK | Battery, 12 Volt, 7.0Ah | <u>477967</u> |
| KJK | Battery, 12 Volt, 17.0Ah | <u>804077</u> |
| Identiv | Alarm Expansion Board - 8 Inputs | <u>AEB8</u> |
| Identiv | Velocity Software 3.6 | <u>VEL36-FED- VUE</u> |
| Data Locker | Encrypted Flash Drive Sentry one | <u>SONE004</u> |
| Identiv | Velocity Certificate Checking Service | <u>VEL-VCCS</u> |
| Identiv | Mounting Box Reader Mounting Bracket | <u>MBRMB</u> |
| Identiv | Blank metal faceplate assembly only. | <u>SMRIA</u> |
| Identiv | Supervised Balanced Mag Switch LM# | <u>SBMS3-L2HSS</u> |
| Identiv | Velocity Certificate Checking Service License | <u>VEL-VCCS-M</u> |
| AiPHONE Components | | |
| AIPHONE | JO Series 1 Door Kit (1-JO-DV & 1 JO-4MED) | <u>JOS-1VW</u> |
| AIPHONE | JO Expansion Unit (adds 2nd answering station. Needs JO-4MED) | <u>JO-1FD</u> |
| AIPHONE | JO series 2 Door Adapter | <u>JOW-2D</u> |
| AIPHONE | Master Wall Station (Interior) | <u>JO-1MD</u> |
| AIPHONE | Door Station (Exterior) | <u>JO-DV KITS</u> |
| AIPHONE | JO Series Power Supply | <u>PS-1820UL</u> |
| AIPHONE | JP Series KIT (Box Set with JP-DV, JP-4MED, and PS-2420U) | <u>JPS-4AEDV</u> |
| AIPHONE | JP Sub master | <u>JP-4HD</u> |
| AIPHONE | JP Hands Free master | <u>JP-4MED</u> |
| AIPHONE | Intercom JP Series Door Station(s) | <u>JP-DA, JP-DV, JP-DVF</u> |
| AIPHONE | 3 Door Relay Module | <u>RY-3DL</u> |
| AIPHONE | JP Series Power Supply | <u>PS-2420UL</u> |
| AIPHONE | Desk mount stands | <u>MCW-S-A</u> |
| VSS/CCTV Components | | |
| BOSCH | AIO 42 CH NVR BVMS up to 48 TB BVMS (8 CH incl) | <u>DIP-5248GP-4HD</u> |
| BOSCH | Tinted bubble for Starlight 5000 | <u>BUB-TIN-FDO</u> |
| BOSCH | IP Camera Flexidome 5000i with IR | <u>NDE-5503-AL</u> |
| BOSCH | IP Camera Flexidome | <u>NIN-73013-A3AS</u> |



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| | | |
|-----------------|---|--------------------------------|
| BOSCH | IP Camera Flexidome 2MP 10-22 | <u>NIN-73013-A10AS</u> |
| BOSCH | IP Camera Imager 2MP 10-22 | <u>NAI-90022-AAA</u> |
| BOSCH | IP Camera PTZ 2MP 30x clear bubble | <u>VG5-7230-EPR5</u> |
| BOSCH | IP Camera 12MP 360 | <u>NIN-70122-F0AS</u> |
| BOSCH | IP Camera 12MP 180 | <u>NIN-70122-F1AS</u> |
| BOSCH | Autodome IP 5000i IR (PTZ) Outdoor | |
| TRIPPLITE | Small site KVM (up to 12 cameras) | <u>B032-HUA2</u> |
| TRIPPLITE | Large Site KVM (greater than 12 cameras) | <u>B070-008-19-IP</u> |
| ALTRONIX | POE injector for outdoor cameras | <u>Netway1BT</u> |
| TOTE VISION | 10' Single Ambush Monitor | <u>LED-1003HD</u> |
| BOSCH | 18.5inch LED Monitor | <u>UML-193-90</u> |
| BOSCH | 23.8" Monitor | <u>UML-245-90</u> |
| BOSCH | 32' Monitor | <u>UML-323-90</u> |
| BOSCH | 42 inch LED Monitor | <u>UML-423-90</u> |
| BOSCH | 55 inch LED Monitor | <u>UML-554-90</u> |
| BOSCH | Wall Tilt Mount for Large Monitor | <u>ST650</u> |
| TOTE VISION | VESA Mount 40 lbs. for Ambush and Small Monitors | <u>WM-32</u> |
| COMNET/MID-CHES | POE Switch 24 Port | <u>CWGE26FX2TX 24MSPOE</u> |
| COMNET/MID-CHES | POE Switch 8 Port+ | <u>CWGE10FX2TX 8MSPOE</u> |
| COMNET/MID-CHES | MM SFP Module for all ComNet | <u>SFP-16</u> |
| TRIPP-LITE | Active HDMI over Ethernet 150' Trans & Receiver 1 X2 | <u>B126-1A1</u> |
| TRIPP-LITE | Active HDMI over Ethernet 150' Trans & Receiver 1 X4 | <u>B118-004-UHD-2</u> |
| STARTECH | 1 x HDMI Male HDMI 1.4 Digital Audio/Video 3' | <u>HDMI Short</u> |
| TRIPP-LITE | 1 x HDMI Cable Ethernet Locking Ultra HD 4K x 2K M/M 15ft | <u>HDMI Long</u> |
| BOSCH | Z4G4 Video Workstation (w/21"monitor) | <u>MHW-WZ4G4-HEN4</u> |
| BOSCH | DIVAR 7000 BVMS Server | <u>DIVAR IP 7000 2U</u> |
| BOSCH | Fixed Outdoor CCTV Camera | <u>NBN-932V03-IP</u> |
| BOSCH | VIDEO JET 3000 Decoder | <u>VJD-3000</u> |
| BOSCH | VIDEO JET Decoder | <u>VJD-7513</u> |
| BOSCH | Video Jet Multi 4000 16 Channel Encoder | <u>VIDEOJET multi 4000</u> |
| TRIPPLITE | HDMI Over Ethernet 100m Transmitter/Receiver | <u>B160-101-HDSI</u> |
| BOSCH | Outdoor Wall Mount | <u>VDA-WMT-DOME</u> |
| BOSCH | AIO Add 1 CH License | <u>MBV-1CHAN-DIP</u> |



| | | |
|----------------------|---|-----------------------------------|
| BOSCH | AIO Add 32 CH License | <u>MBV-BLIT-DIP</u> |
| APC | SMART-UPS 2000VA Rack/Tower | <u>SMX2000LV</u> |
| APC | SMART-UPS 3000VA Rack/Tower | <u>SMX3000LV</u> |
| MIDDLE ATLANTIC | Standalone Rack 24-Inch | <u>WRK-24SA-32</u> |
| Door Hardware | | |
| FOLGER ADAMS | FA/HES Door Strike 1006 Series | <u>FOL310-1 3/4 24VDC</u> |
| HES | Electric Door Strike | <u>HES1006-630</u> |
| HES | Electric Door Strike 5000 Series | <u>HES5000</u> |
| ALTRONIX | Power Supply / Charger 24V | <u>AL600ULXPD16</u> |
| ALTRONIX | Lock Power Supply | <u>AL175ULX</u> |
| MEDECO | Interchangeable Core (TBD By Locksmith) | <u>MED320201-T-26-DLS</u> |
| SAREGNT | 8200/8200R/7800 electrified mortise lock (or equivalent) | |
| CORBIN/RUSSWIN | Electrified cylindrical lock w optional M92 REX (or equivalent) | <u>CL33900</u> |
| SECURITRON | Power Transfer (or equivalent) | <u>CEPT-10</u> |
| MEDECO | Mortised Lockset with Deadbolt & Medeco (Perimeter & High Security doors) | <u>MAR5CP92FS/3 2D-G3</u> |
| MEDECO | Cylindrical Lever Lockset with Medeco (Interior) | <u>MAR195RFEU/2 6D-F21</u> |
| MEDECO - ASSA ABLOY | Mortise Cylinder | <u>MEH32-0275626</u> |
| MEDECO - ASSA ABLOY | RUSSWIN TYPE CAM | <u>MEDCT-Z00</u> |
| MEDECO - ASSA ABLOY | MASTER KEYING CHARGES | <u>MEMMASTERKEYING</u> |
| MEDECO - ASSA ABLOY | MEDECO 3 KY-346600 DL99 M5 | <u>MEDCUTKEYDL 6PIN</u> |
| MEDECO - ASSA ABLOY | LATCH PROTECTOR OUTSWING | <u>DONLP-211-SL</u> |
| MARKS USA | IC STOREROOM LEVER G1 MEDECO | <u>MAR195RF/26D -F21</u> |
| LCM | Heavy Duty Door Closure - Right Handed | <u>LCN4011RHAL</u> |
| LCM | Heavy Duty Door Closure - Left Handed | <u>LCN4011LHAL</u> |
| Dyna-Lock | Single Maglock | <u>2268-10</u> |
| PEMKO - ASSA ABLOY | Astragal | <u>PEM305CN 84IN</u> |
| MCKINNEY | Pinned Door Hinges | <u>MCKMPB79 4.5 X 4.5 26D NRP</u> |
| DON JO | Pick Plate | <u>DONMLP-211-SL</u> |
| TBD | Conduit | <u>3/4" Conduit per foot</u> |



| Sound Attenuation Components | | |
|-------------------------------------|--|--------------------------|
| ACUSTICAL SURFACES | Automatic Door Bottom Sweep | <u>ASFDS330C36</u> |
| ACUSTICAL SURFACES | Heavy Duty Adjustable Jamb Seal | <u>ASFDS599C3684</u> |
| PEMKO - ASSA ABLOY | Acoustic Door Seal Set Options | <u>TBD By STC Rating</u> |
| ATLAS | Sound Attenuation Self Contained Amp | <u>AM1200</u> |
| ATLAS | Power Supply for AM1200 | <u>TSD-PS24V250MA</u> |
| ATLAS | Atlas Sound Volume Control for AM1200 | <u>E408-100</u> |
| ATLAS | Sound Attenuation Equipment kit | <u>GPN1200K</u> |
| ATLAS | Sound Attenuation Speaker Series | <u>M1000</u> |
| COLEMAN or Equivalent | Audio Wiring - 1 Pair, 18 AWG Shielded Speaker Wire - Plenum CMP Rated | <u>AL-1802C-2-2S-01</u> |
| Miscellaneous Components | | |
| Anixter | CAT6 24 Port Blank Patch Panel 1U | <u>921183</u> |
| Custom UPS | Custom APC UPS for specific use | <u>TBD after Design</u> |
| ALTRONIX | 12VDC or 24VDC @6A supply current | <u>AL600ULACM</u> |
| ALTRONIX | 12/24VDC Power Supply 1.75AMP | <u>AL600ULXPD16</u> |
| PAIGE | Patch Cable | <u>71065403OR</u> |
| PAIGE | Patch Cable | <u>71065405OR</u> |
| PAIGE | Patch Cable | <u>71065407OR</u> |
| PAIGE | Patch Cable | <u>71065410OR</u> |
| ALTRONIX | ACCESS PWR SPLY, 12VDC @ 10A | <u>AL1012ULX-PD16</u> |
| ALTRONIX | ACCESS PWR SPLY, 24VDC @ 10A | <u>AL1024ULX-PD16</u> |
| ALTRONIX | 12/24VDC Power Supply 1.75AMP | <u>ALXAL175UL</u> |
| ALTRONIX | 12/24VDC Power Supply 1.75AMP | <u>PD-4</u> |
| ALTRONIX | 12/24VDC Power Supply 1.75AMP | <u>PD-8</u> |
| APC | External Battery Pack | <u>SMX48RMBP2U</u> |
| BOSCH/PHILIPS | Tilt Wall Mount for UML-323 | <u>UMM-WMT-32</u> |
| BOSCH/PHILIPS | Monitor Mount, Wall | <u>UMM-LW-30B</u> |
| BOSCH | MTG SKIRT,SIX 3x5, 5/PKG | <u>D9002-5</u> |
| BOSCH | TRANSFORMER, 18VAC,50VA | <u>TR1850</u> |
| CISCO | Network Switch - 48 ports | <u>SG350X-48P-K9-NA</u> |
| Tripp-Lite | Low Profile Wall mounted rack 6U | <u>SRWF6U36</u> |
| MIDDLE ATLANTIC | Low Profile Wall mounted rack 9U | <u>VWM-4-5-42K-PW</u> |
| MIDDLE ATLANTIC | Solid Top - Rack | <u>MW-ST</u> |
| MIDDLE ATLANTIC | Vented Front Door | <u>LVFD-24</u> |
| MIDDLE | Rack Wheelbase | <u>CBS-WRK-32</u> |



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 Central California Office
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| | | |
|---------------------|--|------------------|
| ATLANTIC | | |
| MIDDLE ATLANTIC | 9 Outlet Surge Protector | PD-915R |
| MIDDLE ATLANTIC | 21 RU Wheeled equipment rack front and back door | PTRK-21 |
| PEMKO – ASSA ABLOY | AUTO DOOR BOTTOM 48IN | PEM4131CPKL 48IN |
| PEMKO - ASSA ABLOY | AUTO DOOR BOTTOM 36IN | PEM4131CPKL 36IN |
| PEMKO – ASSA ABLOY | DOOR BOTTOM 36IN HOLLOW METAL | PEM420ASL36 |
| DMP | Tamper Kit W/Clip Mount | 307 |
| POWER SONIC | Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah | PW-PS12120 |
| PAIGE or Equivalent | Composite Cable 8/6, 18/4 | G454932AYW |
| PAIGE or Equivalent | 18/4c Cable | G454644AGR |
| PAIGE or Equivalent | 22/2c Cable | G740047 |
| PAIGE or Equivalent | 22/4c Cable | G454650AWH |
| PAIGE or Equivalent | 23/4pr CAT 6 Cable | G710636PR |
| PAIGE or Equivalent | Patch Cable | 2754347 |
| PAIGE or Equivalent | 18/2c Cable | 747180210C |
| PAIGE or Equivalent | Patch Cable | 156063 |
| PAIGE or Equivalent | 18/3pr Cable | G741803EPR |
| PAIGE or Equivalent | 18/4c Cable | G454644APRL |
| PAIGE or Equivalent | 22/4c Cable | G454609BWHC |
| PAIGE or Equivalent | 16/2c Cable | G454656BGRX |
| PAIGE or Equivalent | 18/2c Cable | G454641APR |
| PAIGE or Equivalent | 23/4pr Cable | G710636WH |
| PAIGE or Equivalent | RG6/U Cable | G740200 |
| PAIGE or Equivalent | RJ45 CAT6 PLUG 50PK | 3087261 |
| Premise Plus | Surface Mount Keystone Box | 1633157 |
| Premise Plus | CAT 6 RJ45 Keystone Modular Insert - Black 110 Punchdown | 161391 |
| Premise Plus | BLACKBOX MOUNTING SCREWS | 1522420 |



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| | W/NUTS 50PK | |
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PERIOD OF PERFORMANCE

The period of performance is 120 calendar days from the Notice to Proceed.

DELIVERABLES AND DOCUMENTATION

- 1) "As-Built" Drawings in either VISIO or CAD format with a clear floor plan showing all data drops and their associated labels.
- 2) Project Cabling Test Results

ATTACHMENTS

1. TSA Medeco Standardized Letter
2. Visio-BIH off site Room 104 floor plan
3. Appendix
4. Site Drawing
5. Index Sheet
6. Approved Equipment List

WORK HOURS

THE PROJECT WILL BE PERFORMED DURING NORMAL BUSINESS HOURS M-F 7:00 AM to 4:00 PM

COST PROPOSAL

Contractor shall submit a bid proposal on the requested date **to the Contracting Officer**. Cost proposal must be submitted in a format that clearly shows unit cost breakdowns.

- a. General conditions shall be listed and itemized separately in Division – 1 rather than combined with work features.
- b. Ensure work is listed in the appropriate category.
- c. List units, quantities, material and labor costs for standard work features (carpet, paint, etc.). Lump sum costs will not be accepted.
- d. List separate line items for discrete work features. Example: list carpet and base cove separately.
- e. Overhead, profit, bond and taxes shall be separate line items listed at the end of the breakdown, usually expressed as a percentage of the project total.



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PROJECT TEAM

The GSA management team for this project will be:

Contracting Officer: David White
COR: Stepan Kyutunyan
Project Manager: Stepan Kyutunyan
Procurement Technician: Michaelene Kyler

MATERIAL SUBMITTALS

- a. Work schedule prior to start of the project.
- b. Product and shop drawing submittals.
- c. Updates at scheduled meetings.
- d. Closeout Package

PERMITS / DRAWINGS

The contractor shall be responsible all permits/drawings for all work related to lease facilities and or federal/court buildings in accordance with, local, city, state and federal building requirements.

The Public Buildings Amendments of 1988, 40 U.S.C. 3312 (formerly section 21 of the Public Buildings Act of 1959, 40 U.S.C. 619), require that each building constructed or altered by GSA or any other federal agency shall, to the maximum extent feasible, be in compliance with one of the nationally recognized model building codes and with other applicable nationally recognized codes.

CLEAN-UP

- a. The contractor will ensure construction dust does not migrate from the immediate work area to other parts of the building, including access routes. Use sticky mats and plastic barriers as needed and if applicable. The work site shall be cleaned (trash removed, floors swept and mopped or vacuumed, etc.) daily.
- b. At project completion, the contractor will professionally clean the site for user occupancy.

SECURITY

Prior to start of work, the contractor shall comply with GSA Building Security requirements. Contractor to verify site access requirements and locations prior to start of work.

SUSTAINABLE PRODUCT REQUIREMENTS



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GSA purchases for products and services must meet sustainable product requirements. Every contractor shall comply with these sustainable product requirements by using products that meet the criteria and standards listed in the PBS Sustainable Product Requirements document at the time of contract award, and or exercise of option modification. The contractor is also responsible for providing sufficient documentation to confirm that the products provided have the required sustainable criteria, upon the Government's request. See attached PBS Sustainable Products Requirements List.

- a. Environmental Protection Agency (EPA) Comprehensive Procurement Guideline (CPG) designated products.
- b. 10 B. ENERGY STAR® or Federal Energy Management Program (FEMP) designated products.
- c. Electronic Product Environmental Assessment Tool (EPEAT) registered products².
- d. US Department of Agriculture (USDA) designated BioPreferred/Biobased products.
- e. EPA WaterSense or other water efficient products.
- f. Non-ozone-depleting products or alternatives listed under the EPA Significant New Alternatives Policy (SNAP).
- g. **The PBS Sustainable Products Requirements List must be included, (see Attachment A) to the Scope of Work. Any exceptions to the required green language or clauses require a written justification (see Attachment B) documented in the contract file**

SAFETY

The contractor will provide a hazard free work site, complying with all Occupational Safety and Health Administration (OSHA), National Electrical Code, and all other applicable safety standards.

- a. Briefings: Prior to any worker for the Prime or subcontractors beginning work, they shall undergo a safety briefing provided by the Prime Contractor's Competent Person per OSHA requirements. This briefing shall include information on the construction limits, safety guidelines, means of egress, etc.
- b. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces.
- c. Means of Egress: Do not block building exits, including paths from exits to roads.
- d. Fire Extinguishers: Provide and maintain extinguishers in construction and storage areas in accordance with 29 CFR 1926.
- e. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926.



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- f. Existing Fire Protection: Do not impair automatic sprinklers, smoke and heat detection, and fire alarm systems without prior approval of the Contracting Officer/GSA Project Manager.
- g. Smoking: Smoking is prohibited except in designated smoking areas. Smoking is prohibited in and adjacent to construction sites.
- h. Daily Cleanup: Dispose of waste and debris from buildings daily.

HAZARDOUS MATERIALS

The Contractor shall maintain on-site and submit to the Contracting Officer/GSA Project Manager, Material Safety Data Sheets (MSDS), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials brought to the work site.

Asbestos requirements:

1. Prohibiting the use of asbestos products,
2. Confirming with Building Manager no RACM is present at the work site.
3. If there is asbestos, that they follow all AHERA/OSHA/EPA standards and certification for abatement.

SAFEGUARDING SENSITIVE DATA AND INFORMATION TECHNOLOGY RESOURCES

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers. The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives> or <https://insite.gsa.gov/directives>.

1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 21 00.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 21 00.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA



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- 14. CIO IL-13-01 Mobile Devices and Applications
- 15. CIO IL-14-03 Information Technology (IT) Integration Policy
- 16. HCO 9297.1 GSA Data Release Policy
- 17. HCO 9297.2B GSA Information Breach Notification Policy
- 18. ADM P 9732.1 D Suitability and Personnel Security

The contractor and subcontractors must insert the substance of this section in all subcontracts.

Document Disposition Instructions for Non-Bidding Recipients

- a. If you are not intending to submit a price proposal, contractor shall return the solicitation packet, scope of work and all drawings to this office.
- b. If you are not the intended recipient, you are hereby notified that any reading, copying, use or distribution (whether materially, verbally or electronically) of this document is strictly prohibited and illegal. Solicitation documents no longer needed by plan holder shall be destroyed or returned to the following address:
280 South First Street, Room 2052
San Jose, A 95113

*All items in red are required to be in the scope of work