

Issued by:  
Shasta County Department of Support Services  
Purchasing Unit  
1450 Court Street, Suite 348  
Redding, CA 96001

Date Issued: October 26, 2016

**Reference #: RFB 17-12**

**Closing Date: November 29, 2016 @ 2 p.m.**

Sealed Bids to this Request for Bids (RFB) are subject to:

- 1) The Terms and Conditions of the RFB (Exhibit A, attached and incorporated herein by reference);
- 2) Such other contract/agreement provisions as may subsequently be agreed upon;
- 3) The Specifications (Exhibit B, attached and incorporated herein by reference);
- 4) The Recycled Content Certification (Exhibit C, attached and incorporated herein by reference);
- 5) The Contractor Certification Clauses (Exhibit D, attached and incorporated herein by reference);
- 6) The Darfur Contracting Act (Exhibit E, attached and incorporated herein by reference);  
and
- 7) Disabled Veteran Business Enterprise (DVBE) Participation Requirements (Exhibit F, attached and incorporated herein by reference).

The Shasta County Sheriff's Boating Safety Unit is issuing this Request for Bids (RFB) for one (1) new unused marine aluminum boat and trailer to be used as a patrol boat on Lake Shasta and other waterways in Shasta County.

The process for responding to this RFB is as follows.

## **I. Submission of Bids**

ONE complete original and THREE complete copies of your Response are required. All Responses shall be delivered to: Shasta County Department of Support Services - Purchasing Unit located at 1450 Court Street, Suite 348, Redding, CA 96001. All Responses must be clearly labeled as Responses to this RFB 17-12.

All Responses must be received before 2:00 p.m. on Tuesday November 29, 2016. Responses received after 2:00 p.m. on November 29, 2016 will not be considered. Mailed Responses not received before 2:00 p.m. on November 29, 2016 will not be considered, even if postmarked before 2:00 p.m. Faxed and emailed Responses will not be accepted.

**Bidders must complete and attach Exhibits C, D, E and F to each response submitted.** Failure to do so will result in rejection of the response. Please feel free to attach additional pages of specifications regarding your equipment/product, or pages with additional relevant information, to your signed and returned Bid, which **must be clearly labeled as a Bid to this RFB.**

**The format and content for each Bid shall be identified in the Specifications (Exhibit B).**

For additional information please contact:

**Shasta County Boating Safety Unit**

Sergeant Rob Sandbloom  
[rsandbloom@co.shasta.ca.us](mailto:rsandbloom@co.shasta.ca.us)  
(530) 245-6075

Steven Hastings, AA II  
[shastings@co.shasta.ca.us](mailto:shastings@co.shasta.ca.us)  
(530) 245-6060

**II. Opening of Bids**

All sealed and timely received Bids will be open on at 2:15 pm, on Tuesday November 29, 2016 at Shasta County Purchasing Unit, 1450 Court Street, Suite 348, Redding, CA.

---

BIDDERS MUST FILL IN APPROPRIATE SPACES AND BOXES BELOW (Please Print or Type)

- 1) Bidder represents that he/she/it is a  regular dealer in,  manufacturer of, the product(s) and/or service(s) bid upon.
  
- 2) Bidder operates as an  individual,  partnership,  corporation, incorporated in the State of \_\_\_\_\_ ( ) other entity (Specify):\_\_\_\_\_
  
- 3)  **Local Preference.** Bidder has a current city business license, issued by a city within the geographical boundaries of the County of Shasta, or has completed and signed a declaration under penalty of perjury, stating that as of the date the RFB was issued, the Bidder's business was physically maintained and operated at a fixed office or other business premises located within the geographical limits of the County of Shasta. **Business license or signed declaration must be submitted with complete bid packet.**

Bidder agrees to provide the requested service(s) and/or product(s) on the terms and conditions stated in the Bid for \_\_\_ days after the deadline for receipt of Bids.

---

COMPANY NAME

---

CONTACT NAME

---

STREET ADDRESS

---

CITY

STATE

ZIP CODE:

---

PHONE NUMBER

FAX NUMBER

---

E-MAIL ADDRESS

---

SIGNATURE OF PERSON AUTHORIZED TO SIGN RESPONSE

---

PRINT OR TYPE SIGNER'S NAME AND TITLES

### PRICING

Total Cost: \_\_\_\_\_

Prices Valid Until: \_\_\_\_\_

**Exhibit A**  
**COUNTY OF SHASTA**  
**Department of Support Services, Purchasing Unit**

**TERMS AND CONDITIONS OF REQUEST FOR BIDS**

The following terms and conditions (the “Terms and Conditions”) apply to solicitations by the County of Shasta, Department of Support Services, Purchasing Unit (“County”), for Request for Bids (an “RFB”).

For the purposes of these Terms and Conditions, a Request for Bids is issued in order for the County to purchase products, goods, personal property, or supplies. Unless otherwise stated in the specifications for the RFB, the Bidder providing the lowest Bid and meeting all RFB terms, conditions and specifications will be awarded as outlined in the Shasta County Code 3.04. However, formal sealed bids are only required for purchases of related items commonly sold by a class of vendors where the cost would or could exceed \$25,000.

**1. RESPONSES TO RFBs**

Responses to RFBs (“Bids”), modifications, and requests for withdrawal thereof, received after the deadline for receipt of the Bid will not be considered. Telephoned Bids or those sent by facsimile (“FAX”) or email will not be accepted.

Bids shall be written in ink, typewritten, or written using a word processing program/printer. Prior to submitting a Bid, mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the Bid.

Prices proposed in a Bid shall include all costs of packing and of transportation to the delivery point or points indicated in the RFB, including applicable sales and use taxes, unless otherwise specified. Unless stated otherwise in the RFB, a Bid may be tendered for any item or group of items, or portion thereof, of the item(s) specified in the RFB. Unit prices, a total price for each group of units, and a grand total may also be provided in the Bid, depending upon the specifications of the RFB. In case of a conflict between a unit price and the total price(s), or the grand total, the unit price, multiplied by the number of units to be provided, will govern.

When a particular brand or make of a product is specified in an RFB, an "equal" brand or make will be considered by the County. However, in such cases, the Bidder must establish that the alternate brand or make is equal to or better than the specified brand or make, and indicate the brand name, model, and catalog number of each item listed as an alternative. Unless otherwise indicated in the Bid, the brand or make specified in the RFB shall be furnished if the RFB is accepted by the County and a contract/agreement between the Bidder and the County is executed.

The time, date, and location for delivery of the product(s) shall be as specified in the RFB or the contract/agreement between the Bidder and the County. Delivery time, if stated in days, includes Saturdays, Sundays, and holidays. Bidder may propose in the Bid alternate times, dates, and locations for delivery of the product(s) for the County’s consideration.

Samples of products, when required by the specifications of the RFB, must be submitted within the time specified and at no expense to the County. If not destroyed by testing, or if not required for the

purpose of inspecting deliveries during the term of the contract/agreement between the Bidder and the County, samples will be returned to the Bidder at the County's expense.

The products described in a Bid must conform to the safety orders of the State of California, Division of Industrial Safety and with all applicable federal, state, and local laws, ordinances, regulations, rules and policies. Only current product models as offered by manufacturers will be accepted. All products offered must be new and unused unless otherwise specified in the RFB.

## **2. LOCAL PREFERENCE**

Unless otherwise stated in the specifications of the RFB, or unless prohibited by law, a five percent local preference, not to exceed \$10,000.00, shall be granted to qualified Bidders. To qualify for local preference, a Bidder must either submit a copy of a current city business license, issued by a city within the geographical boundaries of the County of Shasta, or complete and sign a declaration under penalty of perjury, stating that as of the date the RFB was issued, the Bidder's business was physically maintained and operated at a fixed office or other business premises located within the geographical limits of the County of Shasta, and providing such other information as may be requested by the County.

## **3. SELECTION AND BID AWARD PROCESS**

Unless otherwise stated in the specifications for the RFB, the Bidder providing the lowest Bid and meeting all RFB terms, conditions and specifications will be awarded the contract/purchase order.

After the award of the Bid, the County may enter into negotiations with the top ranked Bidder regarding the terms and conditions of a contract for the provision of the requested product(s); or the County may, in its sole discretion, elect to reject all submitted Bids and terminate the RFB process.

If an agreement to enter into a contract cannot be reached with the highest ranked Bidder, then the negotiations with that Bidder will be terminated. Negotiations will then be opened with the next lowest qualified Bidder (based on second lowest Bid and meeting all RFB terms, conditions and specifications) and the process repeated, or the County may elect to reject all submitted Bids. In any event, once negotiations with a particular Bidder are terminated, the County will not reopen negotiations with that Bidder.

## **4. RESERVATIONS**

Notwithstanding any other provisions, the County reserves the right, in its sole discretion, to accept or reject any or all Bids, or any part thereof; to reject any Bid for failure to submit the Bid in conformity with the requirements of the RFB and these Terms and Conditions; and to waive informalities and irregularities in a Bid, if deemed to be in the best interest of the County. The County reserves the right to cancel this RFB process at any time.

In addition, the County reserves the right to waive any deviations from the requirements or specifications of an RFB that are included in any Bid.

Solicitation of an RFB does not commit the County to finalize any contract/agreement with a particular Bidder, to pay any costs associated with the preparation of any Bid, and/or to enter into a contract/agreement with the Bidder submitting the least costly Bid. The County reserves the right to enter into negotiations with, and to finalize a contract and its terms with, the Bidder that, in the sole

discretion of the County, submits the Bid that has the lowest cost and is in the best interests of the County.

**5. VALID CONTRACT**

Receipt of an Official Purchase Order of the County of Shasta covering the supplies, materials, or equipment as described in the Bid to an RFB will indicate acceptance of the Bid and will constitute a contract to purchase (unless a separate contract or agreement is otherwise entered into between the Bidder and the County).

**6. DISQUALIFICATION**

Unless a Bidder provides all the information requested in the RFB, the Bid may, at the sole discretion of the County, be disregarded and given no consideration. Any Bidder who attempts to influence the RFB process by interfering or colluding with other Bidders and/or with any County officer, employee, or agent; or who deviates from the RFB process as set forth in the requirements of the RFB and/or in these Terms and Conditions, may be disqualified at any time from further participation in the RFB process. Bidders are specifically directed not to contact any person other than the designated County contact person listed in this RFB for meetings, conferences, information, or technical discussions related to this RFB. Failure to comply with the preceding sentence may result in a Bidder being disqualified from this RFB process. No questions regarding this RFB will be answered by other County staff. The RFB process shall extend until the date stated on the County’s written notice of intent to award a contract or the date stated on the County’s written notice of cancellation of the RFB process that will be issued to Bidders.

**7. RETENTION OF BIDS/PUBLIC RECORD**

All Bids shall become the sole property of the County. The County reserves the right to use any ideas in a Bid regardless of whether that Bidder is selected to enter into a contract/agreement with the County. At such time as a Bidder is selected and a contract/agreement is finally negotiated, all Bids and related documents become a matter of public record, with the exception of those parts of each Bid which are clearly designated by the Bidder as business or trade secrets and marked as “confidential” or “proprietary.” The County, however, shall not in any way be liable or responsible in connection with the County’s disclosure of any Bid or any part thereof, if disclosure is required by the California Public Records Act (Gov. Code, §6250 et seq.) or pursuant to law or legal process. By submitting a Bid, the Bidder agrees to save, defend, keep, hold harmless, and fully indemnify the County of Shasta, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise for not disclosing a business or trade secret pursuant to the California Public Records Act. Each bid or the full details of each bid will be kept on file by the Purchasing Unit and made available for public inspection, together with the name of the successful Bidder, for thirty days after a bid is awarded.

**8. PROTESTS**

The County will consider any protest or objection regarding the award of a contract/agreement pursuant to the RFB, provided that it is submitted in writing and received by the County Director of Support Services, 1450 Court St, Room 348, Redding CA 96001 within 10 calendar days of the date

stated on the County's written notice of intent to award a contract issued to Bidders. Mailed objections not received before the deadline will not be considered, even if postmarked before the deadline. The County's determination with respect to any protest shall be in the County's sole discretion and shall be final and conclusive.

**9. COMPLIANCE WITH REQUIREMENTS OF RFB**

Any Bidder submitting a response to an RFB understands and agrees that his/her/its submitted Bid shall constitute acknowledgment and acceptance of, and intent to comply with, all these Terms and Conditions and the requirements of the RFB. The determination of the compliance with these Terms and Conditions and the requirements of the RFB shall be in the County's sole judgment and shall be final and conclusive.

**10. COUNTY NOT RESPONSIBLE FOR COSTS OF PREPARATION**

The County shall not be liable for any costs of work performed in the preparation and production of a Bid, or for any work performed prior to the formal execution of a contract/agreement between a Bidder and the County. By submitting a Bid, the Bidder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of these Terms and Conditions and the requirements of the RFB, or because of any misinformation or lack of information.

**COUNTY OF SHASTA BOATING SAFETY UNIT**  
**SPECIFICATIONS FOR SHERIFF'S PATROL BOAT AND TRAILER**

It is the intent of these specifications to describe a new boat and trailer to be used as a patrol boat on Lake Shasta and other waterways in Shasta County. All specifications are the minimum unless otherwise noted. Acceptance of product bid is subject to approval by the Sheriff's Boating Safety Unit prior to the award of the bid. Vessel, machinery and all equipment which is furnished shall be guaranteed, both parts and labor by bidder for a minimum of one year.

**General Description:**

Marine aluminum lake patrol/rescue boat; 20'-22' in length; semi-vee bottom; 8.1 L (496 cu in) Chevy gas engine or equivalent. The boat shall have dual controls with steering and helm on the starboard side. Boat may be utilized in limited circumstances on river waterways.

**General Use:**

Lake Shasta is the largest reservoir in California. There are 400 miles of shoreline. Shasta Lake consists of wide expanses of water in some areas and narrow canyons in others. As with most reservoirs, the lake fluctuates during the year, causing underwater obstacles to surface on all areas of the lake. Lake Shasta can become very windy. In the larger areas of the lake, waves can often become as large as 1-4 feet. The summers on Lake Shasta can see temperatures consistently over 100 degrees. The winters can bring below freezing temperatures. During winter and the early spring months, the rising water level and windy conditions cause the lake to be filled with debris.

Patrol boats are used on Lake Shasta for boating safety, law enforcement, and search and rescue and/or recovery operations. Patrol boats may on occasion be called into use on area rivers, though primary use will be patrols of Lake Shasta, which vary between summer and winter. During the summer the boat will be required to run 12-16 hours daily, sometimes at high rates of speed.

In the winter months, the patrols are less frequent; however they are conducted in more hazardous conditions due to weather changes and the amount of debris in the lake. This requires that the boat and trailer configuration, balance and construction allow stability, maneuverability, and durability on the waterways to be patrolled. The vessel

should be well balanced when occupied/operated by a single person and must also allow proper balance and stability for the retrieval of persons from the water. The vessel should perform with a minimum of destructive wakes while operating at safe speeds in confined areas.

**Bidder Specifications:**

All work done, when and where governed, must comply with current United States Coast Guard (USCG), National Marine Manufacturers Association (NMMA), and American Boat and Yacht Council (ABYC) regulations.

The boat and trailer design must be a design of a recognized manufacturer of heavy aluminum watercraft that has been in business continuously for a minimum of twenty-four (24) consecutive months.

Engine and outdrive shall include the full manufacturer's warranty. The hull warranty will include a minimum ten (10) years on materials and workmanship. The equipment furnished will be warrantied to the longer of the manufacturer's warranty or California law. Vendor is to describe/outline the procedure for which warranty work is to be completed, i.e., state time frame for which work is to be completed, party responsible for transportation costs to and from repair centers, list of repair centers authorized to perform warranty work, including manufacturer defects.

It is intended that the manufacturer, when selecting components, materials and design practices for the specified boat and trailer, will use those which are the best available in the industry for the type of operation and conditions to which the boat and trailer will be subjected. All components, materials and design practices will be selected to give maximum performances, service life and safety and does not merely reflect the minimum requirements of the specifications.

Bids are to include all costs of the finished boat and trailer, including labor, materials, all applicable taxes (including California State sales and use tax), delivery to purchaser at designated location, and all other costs for a complete operational boat and trailer upon receipt.

A representative of the Shasta County Sheriff's Boating Safety Unit will have advance notice, from manufacturer, of various states of construction. The successful bidder is to provide for the total cost of three (3) onsite inspections by up to two (2) County representatives during the construction period, such costs not to exceed the then current U.S. General Services Administration Per Diem Rates for the geographic area that the manufacturer/vendor is located (<http://www.gsa.gov/portal/content/104877>). The primary purpose of the inspections will be to assure compliance with all designs, specifications and installation instructions.

The manufacturer or vendor awarded this bid, without additional charges, will deliver the completed boat and trailer to a location designated by the awarding agency. Owner/service manuals shall accompany the boat and trailer upon delivery for any applicable components.

**Design, Construction, Inspection, Trials, and Delivery Timelines:**

The manufacturer or vendor awarded this bid shall meet to establish the following construction and delivery timelines:

Construction to begin no later than 20 days after issuance of County Purchase Order.

First Onsite inspection no later than: \_\_\_\_\_

Second Onsite inspection no later than: \_\_\_\_\_

Trials to occur no later than: \_\_\_\_\_

Final delivery no later than: April 28, 2017

If delivery is not made on or before April, 28<sup>th</sup>, 2017, all contractual agreements to purchase this vessel and trailer will terminate and the contract will be null and void. Should this termination clause be effected by failure to deliver on or before April, 28<sup>th</sup>, 2017, no payment will be made to manufacturer/vendor and ownership of the this vessel and trailer shall remain with manufacturer/vendor.

**General Construction Specifications:**

All materials and equipment shall be new, shall be marine grade and shall meet appropriate Federal and industry standards for material and installation.

**Hull:**

The hull shall be constructed of marine grade aluminum. The bottom of the hull shall be a minimum thickness of .1875", .125" side thickness, and .325" transom thickness. All hull construction shall be stress-free welded both on the inside and outside. All welds in hull structure are to be continuous and stress free, no skip weld or rivets. All fastenings to/through the hull shall be aluminum or 300 series

stainless steel. If stainless steel, they shall be isolated from aluminum. Two fresh water anodes installed on the hull.

The vessel will have 20"-22' center-line length and should have a dead rise of 12-14 degrees, except for white-water intake shoe that is 12 degrees and extends approximately 12 inches forward. Sides and bottom to meet at bow. Top of gunwale approximately 6" wide with a beam of 96".

Semi-vee hull. Bottom should be hard-chined with fully welded one piece bottom at planning surface with full transverse stringers no more than 12" apart. Bottom width 72" between chines. Hull to be assembled by using a shaped and slotted extrusion between side and bottom (chine) and sides and top combing.

Front bow to be open with a locking compartment. All doors and hatch covers to be framed with one inch aluminum alloy channel and double stops.

The bilge blower is to be an Attwood model #4201(or approved equal), air outlet minimum 135 CFM, and shall have a dash mounted control switch with light.

The bilge pump shall be a Rule brand #39 with auto-float switch that will work with the battery switch in the off position (or approved equal), minimum 1500 GPH, with a dash mounted control switch with pilot light.

There shall be seven (7) deck cleats installed: two port, two amid ship, two starboard and one in bow. Adjacent to bow cleat will be a friction rope guide for the use of an anchor rope. Placement shall be approved in writing by Shasta County Sheriff's Department Boating Safety Unit.

There will be a welded bow eye and two stern eyes. A 3" high heavy duty, schedule 20 aluminum tubing, safety rail will run from the transom area to the rear of the windshield, with an opening on both the port and starboard sides aft of the passenger seats. The rail will continue from the front of the windshield to proximity near the bow. There is to be an opening at the extreme bow for access. This safety rail will be welded to the gunwale. Aluminum diamond plate will be attached to the flat gunwale at each of the four entry points on the vessel. A removable and reinforced tow bit of mid-aft transom sized to retain maximum dead pull capability of the vessel.

Painting of the hull exterior shall be painted white between the top of the gunwale and the waterline. (Tri-lux II, or approved equal, white color). Hull sides below waterline to the bottom should be left as unpainted aluminum. A green USCG style stripe located under and in front of the front windshield on both sides of the hull to be compatible with current Shasta County Sheriff's Office paint scheme. Zolatone gray paint, or approved equal on all interior exposed aluminum surfaces with clear lacquer over the Zolatone. Zolatone gray paint on all diamond plate

including swim platform. All paints must be aluminum compatible. Bottom to be left aluminum.

“SHERIFF” in gold with green trim will be placed on the exterior port and starboard sides of the boat. The “SHERIFF” will be aft of the driver’s seat area and fit between the top of the gunwale and the middle rail molding. Another “SHERIFF” with green trim will be placed on the stern of the boat to fit between the top of the transom and swim platform.

The external of the gunwale shall have two standard rubber molded bumpers running the length of the boat and permanently attached. One just below the top of the gunwale and the second just above the waterline.

The gunwale width should be approximately 6 inches in width and side height to be 34-36 inches. The top edge of gunwale shall have a non-skid surface to prevent slippage.

Windshield(s) to be walk-through glare free tint, opening to bow. Walk-through section below center windshield to be solid to close off lower section of walk-through during foul weather. Bottom of the front windshield to be approximately 5 feet from box. The windshield shall be constructed of safety glass. All window glass will have a medium tint to block UV light from occupants. Windshield wipers shall be heavy-duty stainless steel windshield wipers with 18 inch blades and full panoramic capabilities.

Fresh water/lake water pump with garden hose system mounted toward rear of vessel for wash down capabilities. This can be placed on the port or starboard side toward the rear of vessel.

The swim platform shall be the full length of the transom. It shall be able to accommodate a body bag with tie downs. Aluminum plate affixed to transom with lower rail support on both port and starboard. Swim platform to be as close to the water as possible.

### **Electrical Specifications:**

International rules navigational lights, marine grade, USCG approved, are to be installed. The white all around light should be mounted on top of the arch or frame near the light bar.

Batteries required are two (2) twelve volt negative ground marine deep cycle #27-8270 (or approved equal), 90 amp, and maintenance free. Batteries are to be stored in center of the transom with a safety lip to prevent sliding forward. Battery cable shall be Ancor, Marine Grade 4 AWG size marine grade tinned copper battery cable (or approved equal), both positive lead and ground lead.

Battery switches enclosed in port side stern compartment. Both batteries will have marine grade trickle chargers attached.

Emergency (Code 3) Lights; Whelen Electronic siren/PA and Whelen code three led lights-blue (All around Light Bar) (or approved equal).

Instrument panel and gauges are to be installed in the starboard console. Gauges shall be Fariah brand with internal lighting (or approved equal) and shall consist of amp meter, hour meter to read to tenths, tachometer, volt meter, oil pressure, water temperature, high water temperature/low oil audible alarm, and electrical fuel gauge. Dimmer switch required for gauge lighting and must be able to turn gauge lighting completely off.

The heater/defroster shall have a minimum 12,500 BTU output, two-speed fan with controls at the helm, with outlets at both port and starboard consoles and both foot sections.

All toggle/rocker switches used will be euro-style duty switches, rated 30 amp resistive, with lighted indicators for the "on" position. Fuses shall be placed in a fuse box mounted under the dash of the starboard side.

A three-way, water-proof ignition switch, key operated, will be installed in the dash of the operator's console. There shall be a circuit breaker installed next to each rocker switch on the control console.

Heavy-duty, marine grade, self-parking, IP65 rated waterproof windshield wiper motor constructed with RF shielded circuitry and with stainless steel shaft, knurled drive shaft, and solid brass arm drive nut. Wiper motor shall have a minimum of two sweep speeds and appropriately sized motor to provide adequate torque for the type and size of wiper blades installed.

Cockpit lights to consist of one red, one white non-glare overhead light over each front seat position. LED deck lights to be installed at all four inside corners of the passenger area. Morse brand 22401(or approved equal) with switch installed on operator's console and a second switch located in the aft interior of the boat.

Two white LED lights to be placed on the arch to direct light to the front of the vessel, a toggle switch should be added to the driver's compartment instrument panel. Two white LED lights to be placed on the arch to direct light into the rear of the vessel, a toggle switch should be added to the driver's compartment instrument panel. Two white alley LED lights should be placed on the outside edge of the arch pointing directly port and starboard and a toggle switch should be added to the driver's compartment instrument panel.

All electrical wire harnesses must run in a conduit, encasing the wiring. All electrical wire harnesses must be encased in small appropriate size conduit before inserting into a large conduit. All harnesses in the engine compartment

will be tied up as high as possible and heat-shielded as required. The instrument panel's electrical harness must be designed with a plug to allow the dash panel to be removed without detaching each wire from each instrument. All wiring harnesses must meet ABYC and NMMA color code for NMMA certification and be constructed using marine grade tinned copper wiring and marine grade wire connectors, ties, and clamps and marine grade adhesive lined heat shrink terminals as appropriate.

LED docking lights to be Dual Morse brand (or approved equal) (two total - one on each side) with fused switch at dash. Heat insulation plates shall be placed behind the lights to block the ambient light from the rear of the docking lights as to not obstruct the driver.

Additional electronics include:

Four (4) heavy duty marine grade, waterproof, 12 volt accessory outlets (cigarette sockets): one mounted port side near gunwale in rear, one mounted starboard side near gunwale in rear, one mounted on passenger's console, and one mounted on operator's console.

Law enforcement radio, to be provided by County, installed on the starboard side console with a mic installed on both the starboard and port sides.

A horn that is AFI model high pitch, black, 12-volt (or approved equal).

Lowrance 9" HDS Gen 3 chart plotter/fish finder/GPS monitor with side scan structure sonar (or approved equal).

### **Interior Specifications:**

Helm and passenger seating shall be two (2) Trail Boss suspension seats with approved arms (or approved equal) that must be able to swivel and is to be upholstered in marine grade vinyl. Also, two (2) 18" x 48" bench seats with folding backs and lockable storage boxes underneath.

Shape of deck and placement of drains will include a front bow area with a lower foredeck area, flat with drains port and starboard, forward of the walk-through windshield. There will be an upper deck with storage under the upper deck with a locking aluminum door.

Decking materials to be sealed marine grade ply board, 3/4" thickness minimum with gray vinyl decking material made by Chrysler Corporation (or approved equal).

Insulation of deck will insure that dba at operator's console will not exceed 90 dba. Insulation will be polyurethane to meet standard NMMA certification for basic flotation. Vessel is to meet level flotation requirements.

The engine cover will be coffin style with top mount cushion, insulated against engine noise, no more than 90 dba at the operators console and 82 dba at 50 feet. Outside cover carpeted and to include an attached handle for opening engine cover to aft of boat.

The consoles port and starboard are to have a windshield for operation during winter months, with center portion to be hinged with a walk-through opening to the bow. The glass panes are to be rubber mounted, tinted, safety glass only. Glass to be oversized to avoid implosion from waves. Port console will have locking storage compartment. Starboard consoles are not to have a locking storage compartment, maintaining open footing area and allowing access to electronics under dash. There will be compartment(s) to accommodate radio equipment on port side.

Locking compartment to be located on the port side, in the side tray, and is to be approximately nine feet (9') in length. The compartment will have a locking, watertight door. The starboard side tray to be an open storage area. All interior compartments and shelving will have non-skid (marine grade carpet) material to prevent slippage. All lockable storage areas are to be keyed alike.

### **Steering and Control Specifications:**

All steering and controls are to be at the starboard console. Rack and pinion steering system. Steering is to be a Morse 290 (or approved equal), tilt helm, telescoping, with new soft, deluxe wheel (Attwood or approved equal). The controls are to be Morse SL-3 dual control (or approved equal), side mount, with trim and tilt, red jacketed stainless steel control cables.

### **Fuel System Specifications:**

All installation and materials shall meet minimum Federal Specifications. Tank material must be marine grade aluminum, pressure tested and certified. Single fuel tank, 60 gallon minimum-70 gallon maximum, mounted centerline either on, or just aft, of the 50 percent line. The gas fill inlet to be in the stern on the starboard side. Required to have an in-line fuel filter as well as a water/fuel separator. Tank to have dual vented system with Attwood shelf venting cap (or approved equal).

### **Engine Specifications:**

Engine must be a new marine engine, 8.1L (496 cu in) Chevy (or approved equivalent), with top mount starter. Alternator must be rated for anticipated electrical load at idle engine RPM. Unit shall maintain all electrical systems while engine is at idle to simulate patrol operations in for or low visibility conditions. The engine must meet California State engine exhaust limitations at 50'. Engine to be muffled with "full Flow" mufflers (or approved equal) and sound is not to exceed 90 dba at the operator's console. All sound deadening materials must be fire retardant. Engine must have a Coast Guard approved flame arrester and a remote oil filter kit and oil drain extrusion tube. Engine to have cooling system with a 180 degree thermostat and closed circulating heat exchanger. Intake and exhaust ventilation are to be louvered, chrome Attwood model 1488, (or approved equal). Engine compartment to have a one (1) inch drain hole to the exterior of the hull.

**Propulsion (Drive) Specifications:**

Hamilton 212 (or approved equal) with appropriate fresh water anodes installed; as well as sediment sand trap.

**Required Equipment Specifications:**

One USCG approved type IV PFD throwable ring, orange in color, 18-22 inches with 20 feet of nylon line, mounted to the front of the engine cover.

Two mounted fire extinguishers, 5 lbs. each, USCG approved, marine grade, accessible from the helm area.

Storage cover requires 11 ounce 100% polyester cover to cover the entire boat with multiple tie down straps.

Canvas: Summer Bimini canvas top to shade operator and passenger only, stainless steel braces and hardware required. Winter top with a three bow system, side curtains and back drop. Both summer and winter tops designed to withstand high speed runs and highway towing with the top in the extended position.

A ridged frame will accompany both covers providing a sturdy frame to assist and support the shade cover. A shelf will be added to the ridged frame above rear passenger seats and below shade material on both starboard and port side for storage of law enforcement articles or PFD's.

An external arch or frame will be mounted over the summer shade to hold electronics and emergency lights (similar to waterskiing tower). The arch will be stable enough to support alley lights, FLIR, emergency lighting and PA system.

The arch should be constructed of aluminum and mounted to the gunwale of the vessel with breakaway fasteners just above the gunwale mounts.

### **Trailer Specifications:**

Trailer must meet all applicable Federal and Society of Automotive Engineers (SAE) requirements. Trailer capacity shall exceed boat weight of this vessel fully fueled and equipped. Trailer to be two axle, rectangular tube, welded aluminum, bunk style, equipped with standard legal LED lighting, Trailer to have stainless steel disc surge brakes. Trailer required welded tube bunks with Ultra High Molecular Weight (UHMW) Polyethylene mounted on contact surface, removable-at-base sideboards to be used to assist in trailering the vessel. Wheel bearings are to be equipped with Bearing Buddies (or approved equal). Tires are to be six-ply radials, sufficient to accommodate the weight of the trailer, boat, fuel, and equipment. Spare tire and wheel is required with trailer attached with a lockable mount. Hitch to be a two-inch coupler, with safety chain. Fenders are to be able to be used as steps with non-skid abrasive on top. Trailer must have a tongue jack and double wheeled, strong enough to accommodate the tongue weight. The trailer serial number is to be cold-stamped onto the front of the tongue. Trailer must meet all applicable California Vehicle Code and United States Department of Transportation requirements.

### **References:**

Provide at least three (3) references for whom heavy aluminum patrol boats of a similar size and type have been manufactured. References to include the name of the organization, contact person and telephone number.

### **Trials:**

All performance and sound specifications are to be demonstrated prior to acceptance. The successful bidder shall make repairs, corrections, or redesigns, as appropriate, at no additional cost, if the boat fails the test. The successful bidder will be responsible for transporting the boat back to the original place of manufacture for any work or modifications needed after trials.

Before open sea trials are run, a trial of all machinery shall be made at the dock. The engine shall be run at idle, at 1000 RPM, for one hour. During these trials, all engine temperature and oil pressures shall be monitored and all piping inspected for leaks. DBA at the operator's console will be tested and certified.

Sea trials will be performed while carrying all the specified equipment and payload, which would be carried on patrol, e.g. full fuel tanks, and the equivalent weight of rescue

equipment and personnel. During all runs, the engine instrument readings shall be recorded. DBA at operator's console will be tested and certified through the entire range of engine operation.

The performance trials should demonstrate constant, stable, and safe control of the boat through all of its tested operation.

**EXHIBIT C**

State law requires that state contracts shall have Recycling Certification in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

**RECYCLED CONTENT CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|  |                           |
|--|---------------------------|
| Print Name and Title of Person Signing | Date Executed             |
| Authorized                             | Executed in the County of |
| Title                                  | Telephone Number          |
| Legal Business Name                    | Federal ID Number         |

The Contractor hereby certifies under penalty of perjury, that \_\_\_\_ percent of the materials, goods, supplies offered, or products used in the performance of this contract meets or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code. The Contractor may certify that the product contains zero recycled content.

**EXHIBIT D**

**CCC-307**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|   |                                  |                          |
|---|----------------------------------|--------------------------|
| <i>Contractor / Bidder Firm Name (Printed)</i>  |                                  | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                |                                  |                          |
| <i>Printed Name and Title of Person Signing</i> |                                  |                          |
| <i>Date Executed</i>                            | <i>Executed in the County of</i> |                          |

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of

sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste

discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



## Exhibit F

### **DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REQUIREMENTS**

State law requires that State contracts (and contracts of local government agencies when the State will hold a proprietary interest) have participation goals of 3 percent for Disabled Veteran Business Enterprises (DVBEs).

**PLEASE READ THESE REQUIREMENTS CAREFULLY, FAILURE TO COMPLY WITH THE DVBE REQUIREMENT MAY CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE AND YOU TO BE INELIGIBLE FOR A WARD OF THIS CONTRACT.**

#### **I. CONTRACT GOALS/"GOOD FAITH EFFORTS"**

In order to be "responsive" to this requirement, the bidder must do either of the following two alternatives:

- a) Meet or exceed the goals of 3 percent DVBE participation for the proposed contract by one of the following two ways:
  - 1- Commit to use DVBEs for not less than 3 percent of the contract amount; or
  - 2- If the bidder is a DVBE, commit to performing not less than 3 percent of the contract amount with its own forces:

OR

- b) Make a "good faith effort" to meet the goals by doing **ALL** of the following by the final bid/proposal date:
  - 1- Contact this **AGENCY** to identify DVBEs;
  - 2- Contact other State or Federal government agencies or local DVBE organizations to identify potential DVBEs for this contract;
  - 3- Advertise in trade papers and papers focusing on DVBEs, unless time limits imposed by the **AGENCY** do not permit that advertising;
  - 4- Send solicitations to potential DVBE subcontractors/suppliers for this contract with sufficient lead time to fully entertain and consider responding bids; and
  - 5- Consider responding DVBEs for participation in this contract.

## **II. DOCUMENTATION REQUIREMENTS**

Whether the contract goal or the "good faith effort" alternative is chosen, **ATTACHMENT IA** must be completed and included in the Final Bid/Proposal. This attachment shows the type of work and company proposed for DVBE participation, their subcontractors (if any), and other related information and must be submitted in the Final Bid/Proposal.

If none, state "N/A" or "NONE" on the first line of **ATTACHMENT IA**. Contracting tier should be indicated with the following level designations:

- 0** = Prime or Joint Contractor;
- 1** = Primary subcontractor/supplier;
- 2** = Subcontractor/supplier of Level 1 subcontractor/supplier;
- 3** = Subcontractor/supplier of Level 2 subcontractor/supplier; etc.

### **DVBE CERTIFICATION**

The bidder should include a copy of the DVBE certification letter from the Office of Small and Minority Business (OSMB) for each firm listed on **ATTACHMENT IA**.

### **GOOD FAITH EFFORT**

In addition to the above, for those bidders/vendors opting to document "good faith effort", the bidder must document contacts with other State and Federal governmental agencies, and other organizations that helped identify or provide a list of interested DVBEs for this procurement. A list of dates, times (if known), organizations contacted and contact names and phone numbers is information needed to corroborate the information. The information required to document "good faith efforts" is set out in **ATTACHMENT 4**.

Bidders/vendors who propose goal attainment are permitted to submit documentation for making a "good faith effort" to insure against the possibility that the **AGENCY** will not agree that goal attainment has, in fact, been met.

The bidder/vendor's efforts to meet the contract goal and/or make a "good faith effort" to meet the goal must be sincere and the documentation must be sufficient to reasonably demonstrate that sincerity to the **AGENCY**. **FINAL DETERMINATION OF GOAL ATTAINMENT OR "GOOD FAITH EFFORT" BY THE BIDDER/VENDOR SHALL BE AT THE AGENCY'S SOLE DISCRETION**.

## **III. USE OF PROPOSED DVBE**

If awarded the contract(s), the successful bidder/vendor must use the DVBE subcontractor and/or supplier proposed in the Final Bid/Proposal unless the Contractor

requested substitution via prior written notice to the **AGENCY**, and the **AGENCY** has approved such substitution. At a minimum, the request must include:

- a) A written explanation of the reason for the substitution; and
- b) The identity of the person or firm substituted.

THE REQUEST AND THE **AGENCY'S** APPROVAL OR DISAPPROVAL IS **NOT** TO BE CONSTRUED AS AN EXCUSE FOR NON-COMPLIANCE WITH ANY OTHER PROVISION OF LAW, INCLUDING BUT NOT LIMITED TO, THE SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT OR ANY OTHER CONTRACT REQUIREMENTS RELATING TO SUBSTITUTION OF SUBCONTRACTORS.

FAILURE TO ADHERE TO AT LEAST THE DVBE PARTICIPATION PROPOSED BY THE SUCCESSFUL BIDDER/VENDOR MAY BE CAUSE FOR CONTRACT TERMINATION AND RECOVERY OF DAMAGES UNDER THE RIGHTS AND REMEDIES DUE THE **AGENCY** UNDER THE DEFAULT SECTION OF THE CONTRACT(S).

#### **IV. DVBE PARTICIPATION REQUIREMENT**

For the purpose of this DVBE participation requirement, the following definitions apply:

- a) Disabled Veteran means a veteran of the military, naval or air services of the United States with at least a 10 percent service-connected disability who is a resident of the State of California.
- b) DVBE means a business concern certified by the Office of Small and Minority Business as meeting all of the following:
  - 1- A sole proprietorship owned by a disabled veteran; or a firm or partnership, 100 percent of the stock or partnership interests of which are owned by one or more disabled veterans;
  - 2- Managed by, and the daily business operations are controlled by, one or more disabled veterans; and
  - 3- A sole proprietorship, corporation or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.
- c) If the **AGENCY** reserves the right to make multiple awards or a single contract award as a result of this solicitation, the bidder/vendor is deemed responsive to this requirement if there would be compliance based on award of a single contract, notwithstanding that the bidder/vendor may be unable to achieve compliance to meet the established goal if the **AGENCY** exercises its right to make multiple awards.

V. **CONTRACT AUDITS**

Contractor agrees that the **AGENCY** or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. Contractor agrees to provide the **AGENCY** or its delegate with any relevant information requested and shall permit the **AGENCY** or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

VI. **BIDDERS MUST RETURN THEIR BID FORMS WITH THE FOLLOWING FORMS PROVIDED BY THE AGENCY**

- a) **Summary of Disabled Veteran Business Participation. ATTACHMENT 1A—** List to include all subcontractors, materials and equipment suppliers contacted, nature of work or material to be provided.
- b) **OSMB DVBE Certification.—** To be attached to bid if bidder/vendor claims DVBE certification for himself or any subcontractors or suppliers.
- c) **Documentation of Good Faith Efforts. ATTACHMENT 4—** List all agencies, organizations, advertisements and solicitations made by bidder/vendor for participation in this contract by Disabled Veteran Business Enterprises. If the bidder has elected to use the "good faith effort" alternative, then all five items listed on Attachment 4 should be addressed. (Bidders/Vendors who have proposed **goal attainment** are permitted to submit "good faith effort documentation" to insure against the possibility that the awarding agency will not agree that goal attainment has been met.)

**DISABLED VETERAN OWNED  
Attachment 1-A**

| COMPANY NAME | NATURE OF WORK | CONTRACTING WITH | TIER | CLAIMED DVBE VALUE | DVBE CERTIFICATION |
|--------------|----------------|------------------|------|--------------------|--------------------|
|              |                |                  |      |                    |                    |

**COMPLETION INSTRUCTIONS**

THIS FORM **MUST** BE COMPLETED WHETHER THE CONTRACT GOALS OR THE "GOOD FAITH EFFORT" ALTERNATIVE IS CHOSEN. IF NO PARTICIPATION IS OBTAINED, STATE "N/A" OR "NONE".

**COMPANY NAME** - List the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, the name **MUST** be listed for participation.

**NATURE OF WORK** - Identify the proposed work to be performed by the prime contractor or subcontractors.

**CONTRACTING WITH** - List the name of the Department or company with which the company listed is contracting.

**TIER** - The contractor tier should be indicated with the following level designations:

- 0** = Prime or Joint Contractor
- 1** = Primary Subcontractor/Supplier
- 2** = Subcontractor/Supplier of Level 1 Subcontractor/Supplier
- 3** = Subcontractor/Supplier of Level 2 Subcontractor/Supplier, etc.

**CLAIMED DVBE VALUE** - The total dollar amount of the value claimed by a disabled veteran business enterprise.

**CERTIFICATION**- In order to obtain DVBE participation credit, a certification for that DVBE MUST be on file with the Office of Small & Minority Business. A copy of the certification from OSMB should be submitted with the Final Bid/Proposal.

The certification must comply with the following requirements:

- Meet all requirements set forth in Article 6 [commencing with Section 999] of Chapter 6, Division 4 of the California Military Code; and
- Provide to the Office of Small & Minority Business, by no later than five o'clock [5:00 p.m.] on the date on which the subject bid is opened, an Award of Entitlement from the United States Department of Veterans Affairs or the U. S. Department of Defense, issued within six [6] months of the date on which certification is sought, which would certify or declare the existence of a service-connected disability, of at least 10 percent, at the time of application for or renewal of certification as a DVBE.

## **DOCUMENTATION OF GOOD FAITH EFFORTS**

In order to show a "Good Faith Effort", you must address **ALL** items listed below. (Use addition sheets if necessary.)

- 1) List below the contacts made with this agency in an effort to identify potential DVBEs for participation in this contract. Include dates, times (if known), contact names and phone numbers.
- 2) List the contacts made with State, Federal and Disabled Veteran Business Enterprises (DVBE) organizations in an effort to identify potential DVBEs for participation in this contract. Include dates, times (if known), contact names and phone numbers.
- 3) List the trade papers or other papers focusing on DVBEs in which you advertised for participation in this contract. Include the dates of the advertisement.
- 4) List potential DVBEs that you solicited for participation in this contract along with the dates you sent the solicitations.
- 5) List DVBEs that you considered for participation in this contract. If your efforts, identified DVBEs that you did not select for participation, state the reasons the DVBEs were not selected.