



**COUNTY OF EL DORADO  
Procurement & Contracts**

ATTN: Purchasing Agent  
330 Fair Lane  
Placerville, CA 95667

**INVITATION TO BID & BID #20-120-058**

**DUE: 3:00 PM – June 24, 2020**

Sealed Bids must be clearly marked on the outside of the package with:

**“BID #20-120-058, DO NOT OPEN”**

**ALL BIDS SUBJECT TO GENERAL CONDITIONS**

**Patrol Boat and Trailer**

**General:** The El Dorado County Procurement & Contracts Division is requesting bids for the purchase of One (1) New, Patrol Boat and Trailer. The Patrol Boat and Trailer quoted in this bid shall be in compliance with all provisions of the United States Coast Guard (USCG), National Marine Manufacturers Association (NMMA), American Boat and Yacht Council (ABYC) regulations, California Vehicle Code, and Federal Motor Vehicle Safety Standards.

Bid pricing shall be inclusive of factory rebates and incentives, dealer charges including dealer preparation, delivery and DMV processing and fees (The County is exempt for DMV vehicle license fees). Applicable tire fee will be added to the purchase orders; bidders shall **not** include this fee on the bid Quotation Schedules.

This purchase will be awarded through a Grant provided by the State of California – Natural Resources Agency, Department of Parks and Recreation, Division of Boating and Waterways. In addition to the purchase quote, there are requirements by the State of California contained within this Invitation to Bid. (See EXIBITS “B”, “C”, & “D”) **FAILURE TO COMPLY WITH THESE REQUIREMENTS, MAY CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE AND YOU TO BE INELIGIBLE FOR AWARD OF THIS PURCHASE CONTRACT.**

**ALL BIDS SHALL BE QUOTED FREIGHT PREPAID FOB DESTINATION**

*Prior to preparing your bid submittal, please note the General Terms and Conditions, Instructions to Bidders, Item #3, which states:*

*Erasures, overwrites, and the use of correction fluid/tape are NOT acceptable.*

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Print Name & Title of Authorized Agent

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-Mail Address

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**Information:** For additional information, contact Joe Jorgensen, Buyer at (530) 621-5834 (email [joe.jorgensen@edcgov.us](mailto:joe.jorgensen@edcgov.us)). Bidders shall direct all inquiries to the County Procurement & Contracts Division Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Invitation to Bid.

**Bid Preparation / Submittal Checklist**

- [ ] All required bidder information on Page one (1) of the Invitation to Bid is completed and has the original signature of an authorized agent.
- [ ] Note that erasures, overwrites, and the use of correction tape/fluid are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.
- [ ] Patrol Boat and Trailer bid on the Quotation Schedule, Pages twelve (12) through Page twenty-five (25) are bid 100% complete, including "Yes" / "No" (Y/N). Do not use check marks. Exceptions to defined specifications included on Page twenty-six (26). Include additional sheets if necessary.
- [ ] Note any prompt payment discounts available on the Quotation Schedule, Page twenty-seven (27).
- [ ] Indicate delivery lead times on the Quotation Schedule, Page twenty-seven (27).
- [ ] A valid California Seller's Permit number is entered on Page six (6).
- [ ] All required information in the EXHIBIT "B", Pages thirty-one (31) through Page thirty-seven (37), and complete form ATTACHMENT 1A on Page thirty-five (35).
- [ ] All required information in the EXHIBIT "C", Page thirty-eight (38) and completed the form.
- [ ] All required information in the EXHIBIT "D", Page thirty-nine (39).

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## **General Terms and Conditions**

### *Instructions to Bidders:*

- (1) Bidders are responsible to see that the bid is received in the Procurement & Contracts Division prior to the bid opening deadline. Late bids will be returned unopened.
- (2) All bids must be submitted in ink on the bid form. Cover letters, additional sheets, etc. may be included. The total bid excluding sales tax must appear on the bid form as indicated.
- (3) Erasures, overwrites and use of correction fluid or tape are NOT acceptable. All changes (price, model numbers, part numbers, etc.) must be lined out and corrections inserted adjacent to and initialed by the bidder's authorized representative.
- (4) Vendor is required to quote "NEW" equipment, material, or product. Recycled, remanufactured, or previously owned product will not be accepted unless otherwise stated in the Invitation to Bid.
- (5) All bids must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp, on the County Bid Form.
- (6) Alternate or incomplete bids will NOT be accepted.
- (7) The County, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.
- (8) If no terms discount is to be offered, the terms portion of the bid form shall state "NET".
- (9) If delivery specified is impossible, bidder must state best delivery available on the bid form. Number of days shall mean calendar days After Receipt of Order (ARO). Bids quoting delivery beyond the requirement may be rejected.
- (10) Bid modifications, corrections, or additions received beyond the bid deadline will NOT be considered.
- (11) Telephone, facsimile, or emailed bids will NOT be accepted.
- (12) Bid prices shall be firm for a minimum of ninety (90) calendar days from the bid opening unless otherwise indicated on the bid form.
- (13) By submitting a response to this Invitation to Bid, Bidder acknowledges and accepts the County's standard terms and conditions incorporated as Exhibit "A".
- (14) Any alteration to the Invitation to Bid must be added in addenda form, and must be issued by the County Purchasing Agent.

- (15) Protest Procedure: Award of bid will be published on the County's website:

[www.edcgov.us/Contracts/BidResults.asp](http://www.edcgov.us/Contracts/BidResults.asp)

Bidders have ten (10) business days from the date of the posting to submit a letter of protest to the Purchasing Agent. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, criteria).

*Brands:*

- (1) The use of brand and/or manufacturer names in the bid specification is for descriptive purposes only. Unless otherwise specified, products of comparable quality and performance will be considered.
- (2) Bidders offering other than the referenced brands are to note their brand name and catalog model number on the bid form.

*Guarantees:*

- (1) All items purchased shall be guaranteed against defects when used for the purposes for which they were designed for.

*Taxes:*

- (1) Bidders shall NOT include Federal Excise Taxes. An exemption certificate will be furnished to the successful bidder upon request.
- (2) Applicable taxes and fees will be added when the purchase order is issued.

*Samples:*

- (1) Samples of items, when required, must be furnished to the County at the bidder's expense. If possible, samples will be returned upon request and at the bidder's expense. Samples of selected items may be retained for comparison.

*Bonds:*

- (1) The County reserves the right to require the successful bidder to provide a performance bond in an amount determined by the County. Unless specifically required on the bid form, a performance bond will NOT be required.
- (2) Certification of the performance bond shall be required following bid award and prior to the release of a purchase order.
- (3) Unless specifically required on the form, bidder's bonds will NOT be required.

*Award:*

- (1) Regardless of amount, unless specifically approved by the County Board of Supervisors, award shall be made to the lowest responsive, responsible qualified bidder.
- (2) In determining the successful bidder, consideration will be given to quality, delivery, warranty, compatibility with existing equipment, and any other information considered to be in the best interests of the County.
- (3) It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of EL Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.
- (4) In accordance with Board Policy, 5.7.1, effective October 11, 2006, the local vendor preference is 5%. Vendor shall have established a place of business within El Dorado County prior to publication of the call for bids.
- (5) The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.
- (6) If the bid is on an "All or Nothing" basis, bidder shall so state. The County reserves the right to make awards on individual items of a multiple item bid if deemed to be in the best interest of the County.
- (7) The County reserves the right to reject any and all bids, or to waive any informality or nonsubstantial irregularity in any bid.
- (8) The County reserves the right to purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. Bidder shall also have the right to refuse sale in reduced quantities; in such instances, the award shall go to the next lowest qualified bidder.
- (9) In case of default by vendor, the County may procure the articles or service from other source and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of vendor, if any, or by legal process against vendor. The prices paid by County shall be considered the prevailing market price at the time such purchase is made.

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**Specifications:** Patrol Boat and Trailer specifications are a general guideline. Minor deviations from these specifications may be accepted at the sole discretion of the County. Major exceptions, which, in the opinion of the County, affect the function of the Patrol Boat and Trailer, will not be accepted. Additional specifications are as follows:

1. Patrol Boat and Trailer equipment not specified on the bid, but included standard on the Patrol Boat and Trailer shall be included at delivery at no additional charge.
2. **“Minimum”** - Defined as only acceptable level of equipment at lowest level; quotes for “higher level” equipment will be accepted in these areas.

**Requirements:** Bidders failing to comply with any of the following requirements will not be considered for the evaluation and award process:

1. Bidders are required to complete all line items in the Quotation Schedule regardless of any attachments.
2. Bidders must complete the "Yes" / "No" (Y/N) column with either "Y" indicating the Patrol Boat and Trailer specifications are exactly the same as the bid specifications or an "N" indicating that the bid Patrol Boat and Trailer specifications are not exactly the same. **Do not use checkmarks.**
3. **Bidders not responding with a “Y” or “N” will be rejected and not considered for evaluation and award.**
4. Any specifications marked with an "N" must also include the exact specification being bid that deviates from the bid specifications on the "Exceptions" Page twenty-six (26). **Failure to include this information may cause the bid to be rejected and not considered for evaluation and award.**
5. Bidders are required to complete, and include with your bid submittal, the Disabled Veteran Business Enterprise (DVBE) participation summary form, EXHIBIT "B", ATTACHMENT 1A on Page thirty-five (35). **FAILURE TO COMPLY WITH THE DVBE REQUIREMENT MAY CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE AND YOU TO BE INELIGIBLE FOR AWARD OF THIS PURCHASE CONTRACT.**
6. Bidders will be required to comply with the Recycling Certification, EXHIBIT "C", details on Page thirty-eight (38). **FAILURE TO COMPLY MAY CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE AND YOU TO BE INELIGIBLE FOR AWARD OF THIS PURCHASE CONTRACT.**
7. Bidders will be required to comply with the Contractors Certification, EXHIBIT "D", details on Page thirty-nine (39). **FAILURE TO COMPLY MAY CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE AND YOU TO BE INELIGIBLE FOR AWARD OF THIS PURCHASE CONTRACT.**

**California Sales & Use Tax Requirement:** Any bidders located outside of the State of California selling goods to the County must possess a valid and current California Seller's Permit at the time of bidding and maintain such permit in good standing throughout the awarded period.

Provide California Seller's Permit Number: \_\_\_\_\_

**Delivery, Invoice, Registration & Title:** Product shall be delivered F.O.B. destination, freight prepaid, on ground or inside delivery to the following location:

Sheriff Public Safety Facility  
200 Industrial Drive  
Placerville, CA 95667

**Incomplete and Altered Bids:** Incomplete or altered bids, and bids containing items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the County will not be considered.

**Terms and Conditions:** The County will not consider any terms and conditions other than the terms and conditions contained in the subject bid. Bidders submitting their own terms and conditions will not be considered and will be rejected. Any bid response containing alterations to the General Terms and Conditions or terms and conditions contained in the subject bid, will not be considered and will be rejected.

**Merchantability:** There shall be an implied warranty of merchantability and fitness of an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

**County's Rights:** The Purchasing Agent reserves the right to not enter into any agreement, cancel this process at any time, amend this process at any time, or to award more than one contract to the lowest, responsive, responsible bidders if it is in the best interest of the County.

**Returns:** The County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee. Product returned shall be in good condition and in the original package (if applicable). Defective product or product under warranty may not always be returned in the original package.

**Federal, State, and Local Laws:** The successful bidder must operate in conformity with all applicable, federal, state, and local laws. It is the responsibility of the awarded bidder to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible bidder.

**Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate.

It is not a requirement to possess a County business license at the time of bid submittal. Successful bidders may be required to possess a County business license to award bid.

**Local Vendor Preference:** In accordance with Board of Supervisor's Policy C-17 section 5.7.1 a local preference credit of 5% for El Dorado County businesses will be permitted when evaluating bids for supplies and equipment that are not part of a public project.

In order to qualify for the local preference authorized by this Section, the vendor seeking such preference shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this section. The statement shall be on a form provided by the Purchasing Agent and shall be signed under penalty of perjury. Any person, firm, corporation, or entity intentionally submitting false information to the County in an attempt to qualify for local preference may be prohibited from bidding on El Dorado County products and services for a period of one (1) year from the date of the false submittal. Bidders claiming local vendor preference must submit the Affidavit of Eligibility with their bid response. The Affidavit may be downloaded by clicking on the following link:

<https://www.edcgov.us/Government/Contracts/Documents/LocalVendorPreferenceForm.pdf>

Where state sales tax will be paid for the purchase, the local business must possess a valid resale license from the State Board of Equalization showing evidence of a local business address within El Dorado County. If the local business has more than one office in the State of California, the office located in El Dorado County shall be the point of sale credit for the purpose of sales tax calculation.

**Compliance:** Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery time frames, or inaccurate or erroneous invoices (as determined by the Purchasing Agent) may be cause for the County to cancel the balance of the awarded blanket purchase order and award will be made to the next lowest bidder. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

**Invoices and Payment Terms:** Invoices are to be mailed to the County department(s) specified on the resulting purchase order or contract. All invoices must include the purchase order number or contract number, County stock numbers when applicable, product description and reference to back ordered items. Invoices must be exclusive of product other than bid items. Failure to comply may result in delayed payments.

The County will make payment on a Net forty-five (45) day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

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**El Dorado County Website Requirements:** It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

<http://www.edcgov.us/Contracts/invite.asp>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

**Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

**Addenda:** Addenda to this bid are valid only if in writing and issued by the Procurement & Contracts Division and are required to be acknowledged and returned by participating bidders in order for the bidder to be considered further in the evaluation process. Unless otherwise indicated, those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

**Non-Collusion:** The bidder certifies that this bid response is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**Conflict of Interest:** Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid award been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.

**Evaluation:** Bids will be evaluated based on meeting or exceeding minimum specifications. Bids submitted on the basis of "All or Nothing" may be rejected. Bid evaluation shall include applicable prompt payment terms discount. If payment cannot be made within the discount period, payment terms shall revert to Net forty-five (45) days.

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**Award:** The bid may be awarded by grand total to the lowest responsible and responsive bidder complying with the provisions of the Invitation to Bid. In determining whether a bid is lowest and responsive, and the bidder is responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment, and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability, and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; and j) Such other information as identified in the Purchasing Ordinance having bearing on the decision to make the award. The decision of the County Board of Supervisors shall be final in determining the successful bidder.

**Additional Purchases:** Following the bid award, the Purchasing Agent may dispense with separate bidding for additional purchases of the same item(s) from the successful bidder within a twelve (12) month period from the initial purchase date provided that the vendor agrees to provide the item(s) at the same price and under the same terms and conditions as the previous award.

**Bid Results:** The Procurement & Contracts Division does not mail out hard copy letters advising participating bidders of the bid results. For bid results, please visit our website at:

<http://www.edcgov.us/Contracts/bidresults.asp>

Bid results will be posted approximately ten (10) to fourteen (14) business days after the bid opening deadline date or when the evaluation is complete.

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**Bid Submittal:** *All bidders are advised to read the General Terms and Conditions starting on Page three (3) through five (5) of this Invitation to Bid prior to submitting a bid.*

Bids must be submitted in a sealed container or envelope clearly marked on the outside:

**“BID #20-120-058, DO NOT OPEN”**

Bids will be accepted Monday through Friday from 8:00 a.m. to 5:00 p.m. Bids must be received in the Procurement & Contracts Division by **3:00 p.m., June 24, 2020:**

**Mailing/Physical (Fed Ex, UPS etc)**  
EL DORADO COUNTY  
PROCUREMENT & CONTRACTS (PURCHASING)  
330 FAIR LANE  
PLACERVILLE, CA 95667

It is the responsibility of the bidder to ensure that the bid is received in the Procurement & Contracts Division prior to the bid opening deadline date and time. Bids received beyond the bid opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement & Contracts Division will serve as the official time clock.

Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Terms and Conditions of this Invitation to Bid, will be rejected.

By submitting a response, bidder acknowledges and accepts the General Terms and Conditions and all terms and conditions contained in this Invitation to Bid.

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**QUOTATION SCHEDULE**

**PATROL BOAT AND TRAILER**

<b>A - GENERAL DESCRIPTION:</b>		<b>Meets Specifications Yes/No</b>
A-1	<p>It is the intent of this specification to describe an aluminum hulled vessel, complete with trailer, suitable to perform Law Enforcement, search and rescue, dive, tow, and patrol functions in and on the waterways in and surrounding El Dorado County. The vessel and trailer configuration, balance and construction must be stable and maneuverable at all speeds in various wind, water, depth or wave conditions which are normally encountered in the rivers and waterways of El Dorado County. These conditions will vary from "flat" to 2'-5' choppy waves from weather and boating traffic. Specifications and requirements listed shall be strictly adhered to, with any and all exceptions listed on a separate enclosure consistent with section B-7 (Bid Exceptions) of this document. The following requirements listed within this section are general specifications. It should be noted that this vessel will primarily be used as a lake patrol and rescue vessel. These waterways can rapidly fluctuate in depth from just a few inches to over a thousand feet and vary in altitude from a few hundred feet above sea level to over 6,000 feet. The aluminum vessel is to be 23-24 feet long, beam 102 inches, deep "V" hull, open bow, hard top, with twin 250 hp outboard motors.</p>	
A-2	<p>It is intended that the manufacturer, when selecting components, materials, and design practices for the specified vessel, will use those which are the best available in the industry for the type of operation and conditions for which the vessel will be subjected. All components, materials and design practices will be selected to give maximum performance, service life and safety.</p>	
A-3	<p>The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with the standard production unit(s) and it shall be able to withstand unusual strain, exposure, temperature, wear and use.</p>	
A-4	<p>Vessel shall be constructed of "new" marine grade aluminum and designed for ocean, bay and lake patrol functions.</p>	

<b>A - GENERAL DESCRIPTION:</b> (cont.)		<b>Meets Specifications Yes/No</b>
A-5	The length of this vessel shall be twenty-three to twenty-four feet (23'-24') in length. The centerline length shall not include the welded outboard extended bracket at transom. Open bow self-bailing style with storage hatch in floor. The welded bow railing will be at least twelve inches (12") high.	
A-6	The hull design shall be a hard chine deep "V", with an 18 degree at the transom and tapers to 50 degrees at the bow, a 96" bottom width with built in reverse chines, and a 102" beam.	
A-7	General construction shall be considered a coastal water style.	
A-8	Propulsion shall be accomplished utilizing two 250 horsepower 4-stroke outboard engines. Stainless steel propellers, binnacle mount controls, hydraulic steering system and all applicable gauges included. The engines will have individual hydraulic tilt and trim with the gages and controls at the helm.	
A-9	A welded hardtop boat with walk thru bow door extended up into the roof. Welded roof railing, 2 dome lights, 2 rear facing LED flood lights, carpet on interior roof, side trays, welded grab handles on interior roof. There will be two tinted sliding side windows and a welded light arch on roof for emergency LE lighting, search equipment, antennas, speakers, and spot lights. Canvas drop curtain with windows and zip up door aft, rear deck canvas Bimini top, and rear deck full canvas cover. The canvas color will be dark green.	
A-10	All edges and surfaces that may come in contact with hands or feet shall be smooth or rounded, including but not limited to storage boxes, side trays, cabin, engine cover, etc. Any rough or unfinished edges will not be acceptable.	
<b>B - BID REQUIREMENTS:</b>		<b>Meets Specifications Yes/No</b>
B-1	Bids must include all costs of the finished vessel with all components listed herein including labor, materials, and all other costs for a completely operational vessel upon receipt. The bid shall include any freight.	

<b>B - BID REQUIREMENTS:</b> (cont.)		<b>Meets Specifications Yes/No</b>
B-2	All work done, when and where governed, must comply with current United States Coast Guard (USCG), National Marine Manufacturers Association (NMMA), and ABYC regulations.	
B-3	The successful bidder must be a recognized manufacturer of heavy-duty aluminum water craft who has been in business continuously for a minimum of 24 months to the bid opening date.	
B-4	All equipment and components listed as standard by the manufacturer for the model quoted shall be furnished whether or not such items are detailed herein (e.g. special wrenches, tool kits, jacks adequate to safely lift the vessel when loaded to rated capacity, etc.)	
B-5	Specifications listed on the following pages are written with the intent to meet all applicable laws, rules and regulations, but the final certification to comply shall rest with the vendor and not the County of El Dorado. Should our requirements not comply, the manufacturer shall contact an El Dorado County Purchasing Buyer immediately to refigure and have El Dorado County revise the specifications to meet all laws, rules and regulations (Refer to California Vehicle Code and B-2) where it applies to items such as the ratings of axles, tires, rims, brakes, batteries, cooling capacity, etc.	
B-6	El Dorado County will not accept any part, component or system which is not an established standard product of the bidding manufacturer (e.g. "prototypes", "experimental", etc.) 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 type of operation and conditions for 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.	
B-7	The bidder shall list on a separate sheet, any variations from or exceptions to the conditions, requirements or specifications of this document. This sheet will be labeled "Exceptions to bid Conditions and Specifications" and shall be attached to the bid form. It is not the intent of these specifications to restrict a manufacturer's ingenuity in design or to conflict with the standard marine construction practices.	

<b>B - BID REQUIREMENTS:</b> (cont.)		<b>Meets Specifications Yes/No</b>
B-8	Warranties will include: Engine and pump/IO = full manufacturer's warranty; Hull = minimum 10 years on materials and, workmanship; Equipment = manufacturer's warranty or California Laws	
B-9	Supplier will notify El Dorado County Sheriff's Office of various stages of construction. The primary purpose of the inspections will be to assure compliance with all designs, specifications and installation instructions.	
B-10	The successful bidder shall deliver the completed vessel and trailer to a location designated by El Dorado County.	
B-10.1	The successful bidder shall provide 4 to 8 hours of time to instruct designated El Dorado County personnel how to operate and maintain the completed boat and trailer at a location agreed upon by manufacture and purchaser.	
B-11	Owner/operator and service manual shall accompany the vessel and trailer upon delivery. A complete service and repair manual for the vessel, including the engine/propulsion unit(s), shall accompany the vessel and trailer upon delivery. A complete parts manual for the vessel, including engine/propulsion unit(s), shall accompany the vessel and trailer upon delivery.	
B-12	The original dealer's Report of Sale shall be furnished to the County at the time of delivery of the vessel.	
B-13	The vendor shall have one hundred twenty (120) to one hundred and eighty (180) calendar days to build and deliver the completed Patrol vessel to the location agreed upon. The 120 to 180 days shall begin on the date the purchase contract-agreement is signed between the vendor and the County of El Dorado. The Vendor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the County, fire, floods epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather due to such causes, provided that the Vendor shall, within ten (10) days from beginning of any such delay, notify El Dorado County Sheriff's Office in writing of the cause of the delay, who shall then ascertain the facts and the extent of the delay, and the County's findings of the facts thereon shall be final and conclusive.	

<b>C - DESIGN AND CONSTRUCTION REQUIREMENTS:</b>		<b>Meets Specifications Yes/No</b>
C-1	The material and equipment used in the construction shall be new. The hull shall be constructed of heavy duty, high grade marine aluminum alloy and shall meet the appropriate Federal and Industry standards for material and installation. The aluminum shall be a minimum of .250" thickness for the bottom and .250" for the transom, .160" thickness for the sides. All aluminum for bottom, sides, and transom should be 5086 marine alloy.	
C-2	Hull shall be a hard chine deep "V" bottom design with a minimum center line length of twenty-six (26') excluding extended outboard platform.	
C-3	The bottom "V" shall have a dead rise of 18 degrees tapering to 50 degrees at the bow.	
C-4	All hull frame and stiffener connections shall be welded continuously on all seams, stress free. Riveted connections shall not be considered acceptable.	
C-5	A 2"X1/4" thick keel extrusion to be 16' in length.	
C-6	The tapered "V" is to extend from the bow to the transom.	
C-7	The hull will be assembled, using a shaped and slotted formed extrusion between the sides and the top (gunwale and foredeck) or an assembly system of equal and approved design by NMMA. All welds are to be continuous, both inside and outside the hull.	
C-8	Heavy duty bow chocks shall be securely welded to the hull.	
C-9	The bottom will have a reverse chine and with four (4) lifting strakes welded on the bottom of the boat.	
C-10	The gunwale top section shall be a flat surface approx. eight inches (6" to 8") wide with appropriate cowling to allow water to run off without entering the vessel.	
C-11	The sides shall be 40" in height.	
C-12	The beam width shall be one hundred and two inches (102") and bottom width ninety-six inches (96").	



<b>C - DESIGN AND CONSTRUCTION REQUIREMENTS: (cont.)</b>		<b>Meets Specifications Yes/No</b>
C-13	All fasteners utilized in the construction of, or attachment of equipment to this vessel shall be aluminum or 300 series stainless steel and consistent with standard marine construction practices. If bidder uses stainless steel, the fasteners shall be insulated from aluminum.	
C-14	Two (2) welded bow eyes three inches (3") apart and two (2) stern eyes, one welded to each side of the transom suitable for use in towing. Two (2) more stern eyes welded to each underside edge of the outboard extended bracket.	
C-15	"WING" or equivalent hybrid collar with foam and air bladder. 6" to 8" rub stake on sides and UV protection. Color of collar and rub stake: black.	
C-16	A minimum of a six inch (6") high, aluminum hand rail shall be welded on top of the gunwale on each side. It shall go from the stern a minimum of three (3) feet along the gunwale.	
C-17	There shall be a twelve inch (12") bow hand rail along each side of the bow. This rail shall include an opening at the extreme bow area for persons boarding.	
C-18	There shall be four (4) ten inch (10") heavy-duty, open based cleats that will be backed and welded or backed and through-bolted on the gunwale on each side. One of which will be mounted outside the port and starboard cabin windows. There shall also be one (1) eight inch (8") marine grade aluminum cleat mounted on the bow.	
C-19	Walk thru door at transom on port side.	
C-20	Self-bailing bow deck with scuppers. The top of the gunwales, transom, and bow is to be painted with non-skid material.	
C-21	Aluminum "Tow Bit/Christ pole" (3 ½ " aluminum) shall be removable welded to the centerline at the transom and bow. It shall be capable of towing large vessels without undue stress. A tubular welded cage is to surround engines with 2 rope guides. The cage will not to interfere with walk thru door.	

<b>C - DESIGN AND CONSTRUCTION REQUIREMENTS: (cont.)</b>		<b>Meets Specifications Yes/No</b>
C-22	A heavy-duty aluminum light bar arch shall be welded to the top of the hardtop. The stanchion tubing will accommodate the wiring, and coax of the emergency light, siren and radio equipment. The arch will accommodate a blue strobe light bar, 2 rear facing LED flood lights, the G.P.S. Antenna / puck and the required all-around white light. It shall be painted to match the gunwale / interior. The arch shall be of sufficient size to accommodate a radar and FLIR unit.	
C-23	20" LED spot/flood light bar with mounting post/removable at bow w/switch at helm.	
C-24	Welded fold up dive ladder and grab handle at transom port side.	
C-25	Under floor compartment forward of transom. Locking. Port side locking gunnel compartment transom forward approximately 6'. Doors at transom to be lockable.	
<b>D - ELECTRICAL REQUIREMENTS:</b>		<b>Meets Specifications Yes/No</b>
D-1	All hoses, wires and pipes shall be routed to be clear of all heat sources and shall be routed, secured or otherwise protected from any present or potential source of snags, abrasions or sharp edges.	
D-2	All wiring shall be protected from corrosion.	
D-3	Vessel shall consist of a 12-volt, negative ground electrical system. Three (3) heavy-duty marine batteries with a minimum of 100 amperes cold cranking power and heavy-duty cables shall be installed. Alternators rated for electrical load at idle engine speed RPM. Unit shall maintain all electrical systems while engine is at idle in fog or low visibility conditions.	
D-3.1	Batteries shall be secured inside the transom. The transom will be constructed so there are cabinets port and starboard to accommodate the battery system. Cabinet opening should be large enough to accommodate easy removal of batteries. The batteries should be electronically isolated from the hull and easily accessible.	
D-3.2	An onboard battery charger / maintainer. Mounted in the transom and wired into the battery and shore power system.	

<b>D - ELECTRICAL REQUIREMENTS: (cont.)</b>		<b>Meets Specifications Yes/No</b>
D-3.3	All batteries, bilge pumps and fuel filters are to be contained inside the transom or engine compartment and mounted in such a way as to be readily and easily accessible for service upon opening the transom or engine compartments. All locking doors.	
D-3.4	Battery receptacle shall be mounted on the interior of stern.	
D-4	A single heavy-duty battery selector switch shall be installed and include four (4) positions: "1, 2, 3, all and Off." This should be mounted in the transom compartment or engine compartment.	
D-4.1	The battery switch shall be easily accessible.	
D-5	Minimum #6-gauge cable from the batteries to the dash. One twelve (12) position fuse block is to be mounted under the operator's (starboard) console, wired directly to the batteries. Each fuse will be labeled for identification.	
D-5.1	A minimum of five (5) empty fuses/circuits shall be installed at the starboard console for future electronic needs.	
D-5.2	There shall be a circuit breaker installed next to each toggle switch on the control console. Toggle switches, Euro-style duty switches shall be rated at 30 amps, resistive with lighted indicator for ON position and shall be waterproof.	
D-5.3	There shall be a fuse or a conduit breaker with 18" at each end of every power source. All wiring harnesses must meet and/or NMMA color code for NMMA certification. All electrical items shall be labeled on a panel	
D-5.4	A three-way, waterproof ignition switch of the Vendor's choosing, key operated, shall be installed in the dash of the operator's console.	
D-6	Bennett electric trim tabs at transom with gauge and controls at helm.	

D - ELECTRICAL REQUIREMENTS: (cont.)		Meets Specifications Yes/No
D-7	<p>Dashboard shall consist of the following gauges and meters, at a minimum, are to be installed for each motor (with the exception on having only one fuel gauge). The instrument panel, which holds all gauges and switches, must be made of aluminum and Mercury Marine instruments or equivalent are to be used.</p> <p>* Hour meter            *Engine oil pressure (audible alarm and warning light and override switch)            *Tachometer            *Volt or amp meter (warning light)            *Fuel level gauge            *Engine water temperature (audible alarm and warning light and override switch)</p>	
D-8	All gauges shall be illuminated with 12-volt lighting, non-glare with a separate activation switch in the operator's console.	
D-9	Two (2) ceramic heater / defroster fans for the port and starboard windshields.	
D-10	There shall be two (2) heavy-duty bilge pumps with a minimum of 2,500 gph (each). One will be wired directly to the batteries to afford automatic operation with an automatic system.	
D-11	Four (4) 12-volt power outlets (cigarette style) marine grade, wired to adequately handle handheld high power spot lights. Each plug shall have a plastic style cover.	
D-12	One (1) power inverter with 110v plug for a laptop computer.	
D-13	Shore power plug for shore power. Wired into the boat's electrical system and battery charger.	
D-14	LED style, marine grade navigational lighting shall be provided and comply with international navigational rules and be USCG-approved. There shall be a white all-around light mounted on the light bar platform.	
D-15	Install customer (all electronics) Police radios.	
D-16	Two (2) dual red/white dome work lights provided and installed in hard top cabin.	

<b>D - ELECTRICAL REQUIREMENTS: (cont.)</b>		<b>Meets Specifications Yes/No</b>
D-17	Two heavy-duty windshield wipers with coordinated and self-parking, full panoramic capability for driver with controls located at the operator's console.	
D-18	Four (4) additional LED flood lights, two (2) starboard and two (2) port mounted on sides of hard top w/switch at dash	
D-19	Underwater LED lights on the extended outboard platform for the divers w/switches located at the operator's console.	
D-20	Wash down pump system at transom	
D-21	The emergency light bar shall be commercially manufactured for emergency vehicles/vessels. The light bar shall be low profile, LED-style with only blue flashing lights. Whelen mini Justice or equivalent is acceptable.	
D-21.1	The light bar shall be made up of all blue lights to meet the USCG requirements for emergency vessel.	
D-22	Police radio antenna shall be installed on top of the arch / superstructure in a position as to not interfere with operation and emergency situations. Supplied by El Dorado County.	
D-23	Lowrance HDS12 LIVE AMER sounder/GPS	
D-24	Lowrance 4G Radar system	
D-25	Lowrance VHF radio w/ais, Shakespeare antenna, and ratchet mount	
D-25.1	Lowrance Sonic hub with two (2) waterproof speakers	
D-26	Two (2) blue LED lights shall be provided and installed rear facing, one on each side of the transom. Whelen TIR3 Series, Model # 8R-GR196 or equivalent. Customer supplied.	
D-27	Two (2) white LED courtesy/running lights shall be provided and mounted, rear facing (one on each side of the transom). Whelen LIN3 Series, Super LED, Model # 8R-GR258 or equivalent. Customer supplied.	

<b>D - ELECTRICAL REQUIREMENTS: (cont.)</b>		<b>Meets Specifications Yes/No</b>
D-28	All electrical wire harnesses shall be encased in a small appropriate size conduit before inserting into large conduit. All harnesses in the engine compartment will be tied up as high as possible and heat-shielded as required, hidden inside the arch tubing wherever practical and not exposed from the gunwale to where each unit is mounted.	
<b>E - INTERIOR REQUIREMENTS:</b>		<b>Meets Specifications Yes/No</b>
E-1	There shall be three to five inch (3"-5") conduit run from the engine compartment to the control area. All control cables will run in this conduit. No exposed cables or hoses or wires at the transom or along the sides except when the engine compartment is open.	
E-2	The bow area open deck configuration. There shall be a minimum of one lockable storage compartment (anchor locker) in the extreme bow.	
E-3	All interior sides shall be covered grey carpet.	
E-3.1	Dashboard, interior cabinets, countertops, etc. shall be painted with grey "powder coat" or approved equivalent.	
E-4	All compartments shall be locking, keyed alike with recessed half circle pull rings or handles. All compartments should have sealed watertight doors.	
E-5	All locks to be stainless steel or an equivalent non-corrosive material.	
E-6	Cabin deck surface shall be constructed of a minimum of 5/8" marine grade exterior plywood covered with a marine vinyl. Grey in color.	
E-7	Noise level shall not exceed 90 DBA at the driver's console at any speed, in accordance with OSHA. Standards and testing shall be done by the manufacturer under closed, as well as open, hatch conditions. Mufflers shall be installed. All sound deadening materials used shall be of fire retardant material.	

<b>E - INTERIOR REQUIREMENTS: (cont.)</b>		<b>Meets Specifications Yes/No</b>
E-8	Two Mariner suspension seats w/swivels for the helm seating with two 18"X48" aluminum storage box seats with cushions and folding backs behind suspension seating. Both storage boxes will be lockable.	
E-9	One under helm portside storage compartment with locking door and storage tray on top.	
E-10.1	All interior vinyl shall be alike, including the same color, which will be grey in color. El Dorado County may approve a two-tone design, with the primary color being grey.	
E-11	Helm shall be located on the starboard side and consist of a three (3) spoke, cushion grip wheel with a minimum diameter of 11.5" and a maximum diameter of 13.5".	
E-12	There shall be storage trays on the inside gunwales of both the port and starboard sides, from the transom forward to bow. These trays will allow for the maximum storage that the hull design can allow. One tray shall have a six foot (6') locking door, located from the transom forward. From the front of the door to the helm bulkheads, the tray shall be open.	
E-13	Welded on flag pole receiver. Center rear of the cab roof.	
E-14	Rear view mirror mounted above the helm.	
E-15	Drop rear curtain with a zip up door for the hard top cab.	
E-16	Slant back canvas cover from the top rear of the cab to the transom. Canvas color: Dark green.	
E-17	Bimini canvas top from the top rear of the cab to the transom with stainless steel bows. Canvas color: Dark green.	
<b>F - PROPULSION AND RELATED MACHINERY REQUIREMENTS:</b>		<b>Meets Specifications Yes/No</b>
F-1	The engines shall be two (2) new Mercury Marine 250 horse power 4-stroke Verado or equivalent outboards. Engine must meet all marine industry requirements.	

<b>F - PROPULSION AND RELATED MACHINERY REQUIREMENTS: (cont.)</b>		<b>Meets Specifications Yes/No</b>
F-2	The engine shall meet State engine exhaust limitations at fifty feet (50)'. (50)'	
E-3	A single fuel tank shall be located low, amid ship or in a position to enhance stability and planning of the vessel. The fuel tank shall be located in the bilge area beneath the deck in a manner that allows access to the fuel gauge sending unit.	
F-3.1	Fuel tank shall be fabricated of marine grade aluminum.	
F-3.2	Fuel tank shall have a minimum capacity of 100 U.S. gallons.	
F-3.3	Fuel tank shall be pressure tested and certified by the successful bidder.	
F-3.4	The fuel tank shall meet or exceed all Federal fuel tank requirements.	
F-3.5	Fuel fill inlet shall be located on the port side gunwale.	
F-4	Engine compartment shall have a 1" drain hole to exterior through the transom.	
<b>G. TRAILER REQUIREMENTS:</b>		<b>Meets Specifications Yes/No</b>
G-1	Trailer shall be all welded aluminum with tandem axles, (no bolt together framing) to accommodate the size and weight of the specified vessel, fully fueled and equipped.	
G-2	Trailer shall be "bunk" style with no wood. Roller style shall not be considered acceptable.	
G-2.1	Aluminum bunks with UHMW-overlay	
G-3	A matching 16" spare tire and wheel shall be mounted on the trailer.	
G-4	Tires shall be radial of a size and ply rating to accommodate the gross weight of the vessel fully loaded. The rim diameter will be a minimum of (16) inches.	
G-4.1	Wheels shall be equipped with Vault oil bath bearings or approved equivalent.	



<b>G. TRAILER REQUIREMENTS: (cont.)</b>		<b>Meets Specifications Yes/No</b>
G-5	Trailer tongue shall be equipped with a two and five-sixteenth inch (2 5/16") ball hitch.	
G-6	Fenders shall be fabricated diamond plate aluminum.	
G-7	A "Fulton" swing away, or approved equal tongue jack with 2 solid rubber wheels, shall be included and installed. Jack shall be rated to exceed the tongue weight of the loaded vessel.	
G-8	The trailer shall be equipped with a heavy-duty winch with nylon strap. The winch shall be attached to the trailer with security bolts.	
G-9	The trailer shall be equipped with a heavy-duty safety chain below the winch for additional safety.	
G-10	Trailer shall be equipped with an electric over hydraulic brake system on all four (4) wheels.	
G-11	The trailer shall have installed required "trailer lights." The lights shall be classified as submersible. These lights shall be LED. Including 4 LED back up lights.	
G-12	Trailer shall meet all Federal and State Vehicle Code and S.A.E. requirements.	
G-13	The trailer weight rating shall exceed the weight of the vessel, fully fueled and loaded.	

**One (1) PATROL BOAT AND TRAILER**

**BID PRICE: \$ \_\_\_\_\_**

**Erasures, overwrites, and the use of correction fluid/tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.**

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**PROMPT PAYMENT DISCOUNT TERMS**

Indicate flat rate or percentage discount for prompt payment.

*(Note: Discount of less than 2% or with payment terms of less than twenty (20) days will not be accepted and will not be considered for evaluation purposes.)*

\_\_\_\_\_ Discount if paid within \_\_\_\_\_ days from invoice date.

Discount applies to the awarded bid price of the vehicle only and shall not apply to taxes, options, warranty, or delivery/freight charges.

If prompt payment discount is taken,  
Sales tax shall be based on the discounted price of the vehicle.

**Indicate "Net" if no Prompt Payment Discount Terms are offered**

Erasures, overwrites and use of correction fluid or tape are NOT acceptable.  
Refer to Item #3 of the General Terms and Conditions for specific instructions.

**DELIVERY**

Indicate the number of days after receipt of order (ARO) for delivery: \_\_\_\_\_

Refer to Page six (6), "Delivery" for specific delivery requirements.

Erasures, overwrites, and the use of correction fluid/tape are NOT acceptable.  
Refer to Item #3 of the General Terms and Conditions for specific instructions.

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**STATEMENT OF NO RESPONSE**

If Vendor is not submitting a response to this BID, RFP, RFI, RFQ, etc. please complete and return this form to: El Dorado County Procurement & Contracts, 330 Fair Lane, Placerville, CA 95667, or fax to (530) 295-2537. Failure to respond to a BID, RFP, RFI, RFQ, etc. or submit a 'Statement of No Response' three (3) times in succession will result in removal from the County's bidders list.

*Board of Supervisors Procurement Policy C17, Section 8.2:*

*Removal of a vendor from the bidders list may be for:*

- (a) Failure to respond to more than three (3) consecutive formal invitations to bid; or*
- (b) Failure to respond responsibly to more than three (3) notices to bid; or*
- (c) Failure to perform after an award of a bid; or*
- (d) Other reasons that show the bidder to be a non responsive or non responsible bidder.*

*The Purchasing Agent must review and approve the removal of a vendor from the bidders list. The Purchasing Agent shall notify the vendor in writing that said vendor has been removed from the bidders list. Vendors removed from the bidders list shall have an opportunity to request reinstatement at any time, and may submit a bid notwithstanding if they have been removed from the list. The request for reinstatement must be submitted to the Purchasing Agent on such forms as provided by the Purchasing Agent.*

Invitation # (BID, RFP, RFI, RFQ, etc.): \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

The above has declined to submit a bid response for the following reason(s) (please check all that apply):

- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the RFP.
- Our schedule would not permit us to perform.

Remarks:

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## Exhibit "A" STANDARD TERMS AND CONDITIONS

*By shipping on an order, the Vendor warrants that they have read and are in compliance with these instructions.*

**1. Taxes:** County is exempt from payment of Federal Excise Tax; Federal tax should not be included in any prices contained herein.

**2. Alterations:** No alteration in any of the terms, conditions, delivery, price, quantities, specifications or services of this contract will be effective without prior consent of the Purchasing Agent of the County.

**3. Failure to Deliver:** If Vendor fails to deliver an article or service of the quality or quantity, in the manner or within the time called for by this contract: such article or service may be bought from any source by Purchasing Agent and if a greater price than named in the contract be paid for such article or service, the excess price will be charged to and collected from Vendor or sureties on its bond if bond had been required; or, the County may terminate the contract for default; or, the County may return deliveries already made and receive a refund. For any exception to the delivery date as specified on this Purchase Order, the Vendor shall give prior notification and obtain approval thereto from the Purchasing Agent of the County. Failure or refusal of Vendor to perform any work or service or do any act required under this contract shall constitute a default.

**4. Force Majeure:** Vendor shall not be liable for any delay or failure to deliver any or all the goods if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm or any act of God. The County shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for the County to receive the goods. When either Vendor or the County claims an excuse for nonperformance under this paragraph, they must give reasonable notice to the other party.

**5. Proposal, Quotation and Attachments:** This contract incorporates by reference on the face of this form, the provisions of any related bid request issued by County, any bid submitted by Vendor, or both. This contract incorporates by reference on the face of this form, the provision of any attachments. Vendor agrees that in the event of conflicting language between this contract and Vendor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the Vendor's terms and conditions attempting to nullify County terms and conditions or to resolve language conflicts in favor of the Vendor's terms and conditions.

**6. Warranty:**

**6.1 Warranty For Goods:** Vendor warrants to the County and/or County customers that any and all goods covered by this contract will be new unless otherwise specified and will conform to the drawings, specifications, samples, description and time provisions furnished by the County and will be of first-class material and workmanship and free from defect. In the event of a defect, malfunction or failure of the goods to conform with this warranty, the County shall have the right to require the Vendor to repair or replace the goods without charge within five (5) business days from being notified of the defect. If the Vendor cannot replace the goods and repair either is not commercially practicable or cannot be made within such five (5) business day period, the County shall have the right to require the Vendor to refund the purchase price. Defective goods rejected by the County may, without prejudice to any other legal remedy (including, without limitation, incidental and consequential damages) be held at Vendor's risk and returned to Vendor at Vendor's expense. This warranty shall not be deemed to be waived by the County for any reason, including, without limitation, the County's acceptance of the goods or the County's failure to notify Vendor thereof. Further, the failure of the County to reasonably specify any defects in rejected goods shall not prevent the County from relying on the defect to establish a breach, even though the Vendor could have cured the defect on proper notification.

**6.2 Warranty for Services:** Vendor warrants to County that any and all materials and equipment furnished under this contract will be new unless otherwise specified and that all services will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Vendor's services shall constitute an acceptance of services not done in accordance with this contract or relieve Vendor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of County, Vendor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting therefrom. The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacement or repairs done by the Vendor. In the event the County elects to have said work performed by the Vendor, the Vendor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County; however, in no event shall such period exceed fifteen (15) calendar days. If the Vendor shall fail or refuse to comply with its obligations under this section, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

**7. Termination:** At any time and without cause, the County shall have the right, at its sole discretion, to terminate this contract by giving seven (7) calendar days written notice to Vendor. In the event of such termination, Vendor shall only be entitled to payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.

**8. Identification:** Purchase Order number must appear on all invoices, packing lists, shipping notices, instruction manuals, and any correspondence. Invoices must be fully itemized and show date, weights, sizes, quantities, discounts, etc. Render separate invoices for each Purchase Order.

**9. Cash Discounts:** In connection with any cash discount specified in this contract, time will be computed from the date of completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received if the latter date is later than the date of delivery and/or performance. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing of the County warrant or check. Payment shall be made within thirty- (30) days following County's receipt of itemized invoices in triplicate. Payment shall be made at the prices stipulated herein for goods or materials delivered or services rendered and accepted less deductions, if any, as herein provided. Payment on partial deliveries or services may be made whenever amounts due so warrant or when requested by the Vendor and approved by the County.

**10. Assignment:** This contract may not be assigned in whole or in part without the prior written consent of the County.

**11. Independent Capacity:** In the performance of this Purchase Order, agents and employees of the Vendor shall act in an independent capacity and not as officers, employees or agents of the County.

**12. Indemnity:** The Vendor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damages to property or any economic or consequential losses, which are claimed to or in any way arise out of, or connected with the Vendor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Vendor and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Vendor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

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**13. Nondiscrimination:** Vendor shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.

**14. Patent Indemnity:** The Vendor agrees to hold the County, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this contract, and agrees to defend, at Vendor's sole expense, any and all actions brought against the County or the Vendor because of the unauthorized use of such articles.

**15. Applicable Law and Forum:** This contract shall be construed and interpreted according to the substantive law of the State of California excluding the law of conflicts. Any action to enforce the terms of this

contract or for the breach thereof shall be brought and tried in the County of El Dorado.

**16. Funding:** Funds for this Purchase Order are available on a fiscal year basis. Should funds not be available, this Purchase Order shall be cancelled in its entirety.

**17. Business License:** It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.

**18. Returns:** The County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee. Product returned shall be in good condition and in the original package (if applicable). Defective product or product under warranty may not always be returned in the original package.

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**EXHIBIT "B"**

**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 three (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 AWARD OF THIS PURCHASE 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 three (3%) percent DVBE participation for the proposed contract by one of the following two ways:
  - 1- Commit to use DVBEs for not less than three (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.

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## II. DOCUMENTATION REQUIREMENTS

Whether the contract goal or the "good faith effort" alternative is chosen, **ATTACHMENT 1A** 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 1A**. 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 1A**.

### 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.

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 DEF AULT 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.

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## **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 FORM 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.** 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.)

### **NOTE:**

**ATTACHMENT 1A** form completion instructions on Page thirty-three (33), and thirty-four (34).

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ATTACHMENT 1A

DISABLED VETERAN OWNED

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

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**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.

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**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.

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**EXHIBIT "C"**

**RECYCLING CERTIFICATION**

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)

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209.

**RECYCLED CONTENT CERTIFICATION**

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 the 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.

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**EXHIBIT "D"**

**CONTRACTOR CERTIFICATION**

**CONTRACTOR CERTIFICATION CLAUSES**

**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.)

**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.)

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