



**Request for Proposal (RFP) for
Aluminum Fireboat**

Solicitation Number:	10089659-20-K
Solicitation Issue Date:	May 1, 2020
Questions and Comments Due:	May 11, 2020 @ 12:00 p.m.
Response Due Date and Time ("Closing Date"):	May 28, 2020 @ 2:00 p.m.
Contract Terms:	This Contract shall be for a period beginning on the Effective Date until completion of the Scope of Work, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.
City Contact:	Brent Krohn, Program Coordinator 1200 Third Avenue, Suite 200 San Diego, California 92101 bkrohn@sandiego.gov (619) 236-6044
Submissions:	Respondent is required to provide three (3) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein. Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted.

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089659-20-K,
ALUMINUM FIREBOAT**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089659-20-K, ALUMINUM FIREBOAT (Contractor).

RECITALS

On or about 5/1/2020, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the a new construction all welded aluminum fireboat as described in the specifications.

City wishes to retain Contractor to provide a new construction all welded aluminum fireboat as further described in the Scope of Work, attached hereto as Exhibit B (Scope of Work).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the (Scope of Work) to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing (Scope of Work).

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period beginning on the Effective Date until completion of the Scope of Work. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective ~~on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.~~

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

William E. Munson Co., Inc
Proposer

BY: 

15806 Preston Place
Street Address

Print Name:

Burlington
City


CHRISTIANA GAUGER
Interim Director, Purchasing & Contracting
Department

360-707-2752
Telephone No.

7/21/2020
Date Signed

jon@munsonboats.com
E-Mail

BY:



Signature of
Proposer's Authorized
Representative

Jon Wise
Print Name

President
Title

5-27-2020
Date

Approved as to form this 22nd day of
July, 20 20.
MARA W. ELLIOTT, City Attorney

BY: 
Deputy City Attorney

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Licenses as required in Exhibit B.

2.7 Manufacturer's Price List.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B – Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C – Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

~~4. Addenda.~~ The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by ~~proposers in participating in this solicitation process.~~

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Optional Interview/Oral Presentation. The City may require proposers to interview and/or make an oral presentation.

3.3 Reserved.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

MAXIMUM
EVALUATION
POINTS

A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects	
B. Staffing Plan.	20
1. Qualifications of personnel adequate for requirement	
2. Availability and expertise of personnel to conduct sea trials and vessel familiarization training with lifeguard personnel	
3. Clearly defined Roles/Responsibilities of personnel	
4. Expertise in emergency vessel operations	
C. Firm's Capability to provide the services and expertise and Past Performance.	35
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Other pertinent experience	
4. Knowledge of the locality of the Project	
5. Past/Prior Performance	
6. Capacity/Capability to meet The City of San Diego needs in a timely manner	
7. Reference checks	
D. Price.	25
SUB TOTAL MAXIMUM EVALUATION POINTS:	
	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	
	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. **Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

2. **Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. **Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. **PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. **SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. **Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. **Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. **Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

~~4. Reserved.~~

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B
SCOPE OF WORK

OVERVIEW OF SPECIFICATION DOCUMENT

The below specification has been developed through discussions with representatives of the San Diego Lifeguards for a 38 foot fireboat.

INTRODUCTION AND GENERAL DESCRIPTION

I. GENERAL REQUIREMENTS OF DESIGN AND CONSTRUCTION

The City of San Diego Lifeguards require a new construction all welded aluminum fireboat as described in the below specifications. Generally, the vessel shall be approximately 38 ft in length with a fully enclosed, climate controlled full width cabin. The bow of the vessel shall incorporate vertical push knees flanking a bow gate for the loading and unloading of personnel and equipment from the bow of the vessel. The bow gate is intended to be designed as a landing craft style bow door.

The vessel will operate in the waters around the City of San Diego.

1. Design & Construction Standards

Materials

All aluminum construction utilizing marine grade aluminum alloys.

2. Flotation & Stability

Flotation

- Vessel shall be designed with multiple watertight compartments below deck. The builder shall provide engineering analysis and reporting to demonstrate that the vessel will remain reasonably level and afloat with any compartment fully flooded.

Stability

- The vessel shall be designed to meet stability requirements of ISO 12217 Category B.

3. Structure

All structure and scantlings will be designed to meet the requirements set forth in ABS Rules for High Speed Naval Craft.

4. Design Review Requirement

General statement

~~The builder shall provide for a design review process to ensure that end user requirements are incorporated into the final design of the vessel.~~

Post Award Conference

Within one week of contract award, the builder shall schedule a post award conference with the City's representatives to ensure that all elements of the specification are fully understood.

Detailed Design Deliverables

At the completion of final design, the successful builder shall provide copies of all production level data in the form of a technical data package for the City. Confidential and proprietary data shall not be included in the technical data package. The technical data package shall include, but is not limited to:

- General structural arrangement
- Equipment and outfitting arrangement drawings
- Major system and sub-system drawings and arrangements
- Electrical diagrams

5. Quality Assurance / Quality Control

Quality Assurance Processes

The builder shall provide an overview of their quality assurance and quality control process in their proposal to the City.

II. SPECIFICATIONS

1. Overall

Vessel Dimensions

- Length Overall – 38 ft LOA (exclusive of engine bracket or engine guard)
- Beam Overall – 12-14 feet (inclusive of fendering)
- Height – To be determined in design.
- Draft – 18-24 inches (measured from keel to full load waterline)

Performance Characteristics

- Maximum Speed – To be proposed by builder.
- Cruise Speed – To be proposed by builder.
- All proposed performance characteristics shall be provided for a vessel in the full load condition.

2. Operational Area

The operational area for this vessel will be in the vicinity of San Diego, CA including bays, intercoastal waterways and the Pacific Ocean (generally less than or equal to 5 miles offshore). The vessel will be required to operate in a variety of conditions subject to location and weather impacts. The vessel must be designed to not only operate in protected waters, but be able to withstand potential significant sea states when responding to events offshore.

The operational mission profile for this vessel, based on the mission of the San Diego

Lifeguards will include (but is not limited to):

- Dive support operations
- Responding to vessel fires
- Responding to vessel emergencies
- Patient / Victim transport
- Multi-agency search and rescue
- Radiological/Nuclear material detection (CBRNE)

Sea State Requirements

- The vessel shall be designed to meet stability requirements in ISO 12217 Category B.

Low Clearance Requirement

- There are no anticipated low clearance requirements for the vessel in operations. Height restriction is based on minimizing over height transportation requirements of the vessel on a trailer.

Storage Requirement

- The vessel will primarily be stored in the water secured to a dock.

3. Hull Design

Overall Hull Design

- The vessel hull shall be a catamaran style vessel hull designed so that the tunnel is fully submerged when the vessel is at rest.

Shell and Supporting Structure

- The vessel shall be constructed of all aluminum plate and extrusion. Aluminum plate should be 5086 marine grade aluminum. Scantlings shall be determined by utilizing ABS Rules for High Speed Naval Craft. All hull bottom plate shall be a minimum of 0.25" thickness. Side shell, defined as the hull sides from the chine to the gunwale, shall be a minimum of 0.1875" thickness. All seams below the waterline shall be fully welded inside and out.

Strakes

- Hull lifting strakes and splash rails shall be incorporated into the hull to optimize vessel performance in high speed operations and maneuvers.

Deck Drains

- The vessel shall incorporate deck drains sized in accordance with ABYC standards for quick draining decks.

Hatches

- Watertight hatches shall be provided for access to below deck spaces for maintenance and inspection.

Cleats

- A total of eight (8) cast aluminum cleats shall be provided welded to the gunwales (four each on port and starboard).

Towing equipment

- A heavy-duty tow post shall be provided aft on centerline sized for the maximum bollard pull of the specified propulsion.

Bow Eye

- The vessel shall include a double bow eye incorporated as an integral part of the keel and not a welded attachment. Stainless steel inserts shall be welded into the bow eye.

Tie Down Fittings

- Tie down fittings shall be provided in the forward deck to facilitate securing loads while the vessel is in motion. Final arrangement and placement of tie down fittings shall be determined in design after contract award. A minimum of six tie down fittings shall be provided.

Bow Gate

- A bow gate / ramp shall be provided that is a minimum of 65 inches wide. The bow gate shall be designed to be raised and lowered through the use of a manual winch (Thern manual stainless-steel winch or equal). The winch cable shall enable the lowering and raising of the bow door through the use of stain steel pulleys on each size of the door to ensure equal tension across the system. The bow door shall incorporate a positive locking system to ensure the door remains securely closed when in the up position and does not require tension from the cable and pulley system. A replaceable rubber gasket should seal the bow gate watertight when closed.

Trim Tabs

- Trim tabs sized for the overall vessel size and weight shall be installed.

Storage

- In addition to storage areas provided elsewhere in the specification, storage provisions shall be provided for the below list of equipment:
 - Storage for 4 Scott X3 SCBA with 45 min air cylinders attached.
 - Storage for 4 extra 45 min air cylinders.
 - Storage for all (but not limited to) equipment in Section 14. Outfit.

Dive Ladders

- 2 fold down dive ladders for ease of boarding SCUBA divers from the water.

Handrails

- Handrails shall be provided to facilitate safe movement around the vessel. Final handrail placement shall be determined in design. For planning purposes, it is anticipated that handrails will be located as follows:
 - Along the outside perimeter of the pilot house roof
 - Along the aft deck gunwales
 - Other strategic locations as required to enhance safety and crew effectiveness

Roof Access Ladder

- A roof access ladder shall be integrated or mounted to provide ease of access for maintenance.

Freshwater Washdown System

- Easily accessible hose plumbed to a fresh water tank for diver and dive equipment washdown.

4. Bilge Pumps & Alarm Systems

Bilge Pump System

Rule 2000 gph bilge pump systems shall be installed with Ultra Safety Systems float switch. All bilge pump electrical connections shall be made in NEMA boxes using ring terminal connectors and terminal strips. No spliced cables are to be used in the bilge area. Bilge hose

is to be routed to a welded-in thru hull discharge fitting designed in accordance with ABYC guidelines.

High Water Alarm

A high water alarm shall be installed to detect high bilge water levels. The alarm panel shall be dash mounted and include visual and audible indicators. The system shall include a momentary test feature and have the capability to silence the alarm.

5. Fuel System

Fuel Tanks

Fuel tanks shall be installed compliant with current USCG and EPA emissions rules. Potential builders shall propose a fuel tank size computed in accordance with NFPA 1925 standards for Type IV vessels. Tanks to be constructed out of .25" Aluminum plate. The tank bottom and sides shall be formed out of a single plate to minimize corner seams. Tanks must be independent of the hull structure (not integral) and support on pads to prevent chafing and corrosion.

Fuel Fill and vents shall be located to provide for ease of filling and to prevent the accidental discharge of fuel into the environment.

Fuel Fills should be color coded and easily identifiable as gas and diesel to prevent fuel contamination mix ups.

The tank shall include a Wema fuel sending unit and be capable of integration into the vessels Propulsion engine's multifunction display.

Fuel tanks shall be designed for accessibility to fittings and sending units for future maintenance and repair.

Fuel Pick-Ups shall be stainless steel and be sized in accordance with the OEM guidelines.

Fuel System Hoses – Fuel fill and vent hoses shall be USCG Type A2 and meet the requirements of SAE J5127. Fuel distribution hoses shall be USCG Type A1-15 and meet the requirements of SAE J5127.

6. Fendering

D-Rubber

- Fendering shall be provided along the sides just below the gunwales. Fendering shall be a minimum of 3" Duramax D-Rubber. D-Rubber shall be mechanically affixed to the hull without any hull penetration.

Rub Strakes

- An additional hull rub strake shall be provided just above the waterline with a hand rail welded to the top of the side strake to aid swimmers / personnel in the water. The outside of the strake shall incorporate a UHMW strip for wear resistance.

7. Deckhouse / Cuddy Arrangements

Headroom

The cabin shall be designed so that head room clearance from the deck to the lowest fixed point on the overhead meets no less than 76 inches.

Windows and Doors

The specification for windows and doors should include the quantity, type and any size / clearance requirements for the windows and doors. A sample specification is listed below.

- Doors:
 - The vessel shall include two hinged access doors fore and aft for access to the forward and aft cockpits. The doors shall be sized to allow passage of a standard width stokes litter without flotation.
- Windows:
 - Forward raked windshields on either side of the forward door shall be provided. Side windows shall be installed port and starboard with fixed windows aft and sliding windows forward. The aft bulkhead shall have sliding windows installed on either side of the aft door.

Wiper / Washer

- The vessel shall include a windshield wiper and washer system.

Seating

- Four shock absorbing seats (SHOXS 3400-X8 or equal) shall be provided in the pilot house. Two forward with two additional seats along either the port or starboard pilot house bulkhead.
- Bench seat with storage underneath shall be provided on the opposite pilothouse bulkhead.
- One of the four shock absorbing seats shall be arranged to provide a fold out workstation with access to 120VAC and 12VDC power outlets.

Head

- Pump-out – A head closet shall be provided in the aft corner of the pilot house sized to accommodate a single pump out head.
- The head closet shall include a sink for handwashing plumbed to the fresh water washdown system.

Insulation and Paneling

- The interior of the vessel shall be fully insulated and paneled with carpeted panels for sound attenuation and insulating properties.

Flooring

- Anti-fatigue matting shall be provided in the interior of the pilothouse.
- All exterior walking surfaces shall be coated with a marine grade non-skid bedliner type coating (Durabak or equal)
- Gunwales shall include 3M adhesive non-skid with edge guard adhesive to prolong life

8. Propulsion

- Outboard engines – The vessel shall include quad 250HP Yamaha four-stroke outboard engines. The outboard engines shall be gasoline powered.
- Propulsion control system – The outboard propulsion control shall be digital controls.
- Steering – In addition to a tilt helm with stainless steel steering wheel, the vessel shall include a joystick control system (Yamaha Helm Master) with GPS anchoring capability.
- Helm control panel shall include a Yamaha CL7 display.
- Battery(s) – The vessel shall include one starting battery per engine. Starting batteries are to be installed so that they are charged by the engine alternators when the vessel is in operation and by shore power when the vessel is docked. See section 10 below for additional battery requirements.

9. AC Electrical

Marine Diesel Generator (Minimum 6KW) and associated equipment to include the following:

- Generator Control - Remote start and stop panel located near the operator's station.
- Generator Compartment Ventilation - Proper natural and / or powered ventilation to meet the OEM installation guidelines and ABYC requirements.
- Generator Fuel System – Fuel to be supplied from the main tank to the generator that includes a shut off valve located at the tank and a Racor or equivalent spin on fuel filter / water separator sized to meet the OEM installation guidelines
- Generator Cooling System – Generator to be heat exchanger cooled thru a dedicated stainless-steel sea strainer, thru-hull pick-up with valve sized to meet the OEM installation guidelines.
- Generator Exhaust System – Generator to be provided with exhaust system including water-lift muffler sized and installed in accordance with the OEM installation guidelines.
- Generator Fire Suppression – The generator compartment shall be provided with a non-halon fire alarm and suppression system. The system size shall be adequate for the generator compartment. The system shall provide for both automatic rate of raise actuation, and manual actuation from the operator's station.

30A Shore Power System

- Vessel to be provided with a 30A 125V Shore Power System to include a shore power inlet, galvanic isolator and ELCI breaker.
- Vessel to be provided with a 30A 125V Shore Power cord 50' long.

AC Electrical Distribution System

The AC electrical distribution system shall be a single point grounded system in accordance with ABYC requirements. The system shall include a Blue Sea Systems distribution panel with multimeter, ship shore selector switch, main breaker, and enough breaker slots to account for all vessel AC loads plus a minimum of 2 spares.

AC Outlets

- Vessel to be equipped with 15A 125V Duplex outlets to be located as follows:
- Heating and Cooling

HVAC

- Roof Mount Air Conditioner – One (1) marine roof mounted air conditioner.

- Heater – A heating system capable of heating the cabin should be installed. Final installation location will be subject to design and approval by City personnel.

Battery Charger

- Waterproof Battery Charger 36A / 3 Bank – Waterproof ProTournament Elite Series battery charger that supplies 36 Amps of charge current, installed with circuit protection in accordance with ABYC guidelines. Suitable for Flooded, AGM or Performance AGM Batteries.
- Quantity of battery chargers must be suitable to charge all batteries on the vessel.

10. DC Electrical

Batteries

- Sealed AGM batteries to be provided for each engine and sized in accordance with OEM installation requirements. In addition, there shall be one Sealed AGM House battery at a minimum to provide for all house loads. An Electrical Load Analysis showing proper battery qty and size to be provided with the bid.
- Batteries shall be stored in plastic battery boxes, secured in a custom cut aluminum frame and located in an appropriately ventilated compartment.
- All batteries shall have a means for disconnect and emergency paralleling via a battery switch.
- Starting Batteries shall be charged by their respective engine's alternators, House batteries shall be charged from an isolated charging lead from each propulsion engine alternator.

DC Distribution

The DC Distribution system shall be configured in accordance with ABYC requirements. All conductors shall be the size and type appropriate for their respective environments and loads. DC Circuit protection shall be provided in accordance with ABYC requirements and include at a minimum include enough circuit breakers in the panel to account for all vessel AC loads plus a minimum of 4 spares.

Lighting

- Navigation lights – LED Navigation lights shall be provided in accordance with applicable federal regulations. (Hella or equivalent)
- Flood lights – [8] LED Flood lights shall be installed on the cabin roof. Lights to have a minimum output of 1000 lumens each. Switched separately, Port, Starboard, Forward, and Aft. (Lumitec CapreraLT)
- Search light – [1] Carlisle and Finch 200W Xenon Searchlight with remote control at the console.
- Cabin Lighting – [2] LED Red / White Dome lights shall be installed and arranged for maximum visibility. Lights to be dimmable and controllable at each light. Exact locations to be determined during design review.
- Cabin Lighting switches should be lit or easily accessible in darkness.
- Emergency lighting – Whelen Lightbar with [6] Whelen ION mini strobe lights shall be installed to provide maximum visibility. Exact locations to be determined during design review.
- Siren/Hailer – Whelen Siren/Hailer system shall be installed to include a WPA-3 Control Head, 100W amplifier and composite speaker.

Crew comfort / convenience

- Cabin fans – [2] Cabin fans shall be installed with two speed operation. Exact locations to be determined during design review.
- 12V / USB Receptacle – [2] Combination 12V / USB Receptacles shall be located near the console to allow for charging of cell phones, and tablet devices.

Alarm, safety and warning systems

- Carbon monoxide / smoke detector – A FirstAlert combination Carbon Monoxide Detector and Smoke alarm shall be installed in the cabin.

11. Navigation Electronics and Communication

Non-electrical / electronic navigation aids

- Compass (lighted, dimmable)

Electrical navigation aids

The below navigation electronics shall be provided:

- Multi-function display / chartplotter – The vessel shall include two (2) Simrad NSS12 EVO3 Combo MFDs with Insight.
- Sonar – The vessel shall be equipped with both a thru hull CHIRP transducer for temperature and depth with an additional transom mount transducer to support sidescan capability.
- AIS – The vessel shall include a Class A AIS system – Furuno FA170 or equal
- Radar – The vessel shall be equipped with a Simrad 4G radar dome
- Additional Items: The vessel shall be equipped with any additional items necessary to ensure to the proper integration and functioning of all navigation electronics.
 - All required accessories and cables shall be included for a fully functional navigation electronics package.
- The builder shall state all equipment to be provided for this vessel in order to enable technical.

Radio systems

- Marine VHF – The vessel shall include two (2) ICOM M506-11 VHF marine radios with antennas
- Department Radios – The builder shall be responsible for the installation of a City provided department radio (e.g. Motorola).

Visual and audible communication systems

- Thermal cameras – The builder shall provide a FLIR M364C LR Thermal Cameral with joystick control unit.

Stereo

- An AM/FM stereo with associated amplifiers and speakers shall be provided.

12. Paint, Non-Skid and Graphics

All paint and graphics designs shall be provided for customer review and approval prior to application to vessel.

Non-Skid

- Bedliner / Durabak non-skid paint shall be provided on all walking / deck surfaces.

Bottom Paint

- Anti-foulant bottom paint shall be provided.

Graphics

- The builder shall be responsible for providing and installing customer approved graphics.

13. Fire Fighting Systems

NFPA requirements

- NFPA vessel type – The vessel shall comply with all requirements of NFPA 1925: Standard on Marine Firefighting Vessels for a Type IV vessel.

Fire pump (Direct Mount)

- Direct Mount - Pump output 2500GPM@150PSI total – The vessel shall have
 - A direct engine mounted pump capable of producing 2500 GPM at 150PSI shall be provided. The pump shall be mounted below deck and plumbed directly into the fire system piping supplying all monitors and discharges.
 - The pump shall be a HALE 80FC series, single stage, centrifugal, single action impeller, engine mounted fire pump capable of outputting 2500 GPM at 150 PSI.
 - Pump Engine: Duramax 6.6L turbocharged 450 HP-V8, 3500 RPM diesel marine engine.
 - Fire pump engine to run off independent diesel tank and fuel filler assembly.
 - Pump Compartment Ventilation - Proper natural and / or powered ventilation to meet the OEM installation guidelines and ABYC requirements.
 - Pump Engine Cooling System – Pump engine to be heat exchanger cooled thru a dedicated stainless-steel sea strainer, thru-hull pick-up with valve sized to meet the OEM installation guidelines.
 - Pump Engine Exhaust System – Pump engine to be provided with exhaust system including water-lift muffler sized and installed in accordance with the OEM installation guidelines.
 - Pump Engine Compartment Fire Suppression – The pump engine compartment shall be provided with a non-halon fire alarm and suppression system. The system size shall be adequate for the pump engine compartment. The system shall provide for both automatic rate of raise actuation, and manual actuation from the operator's station.
- Safety relief –
 - The pump shall incorporate a thermal safety relief valve to ensure safe operation of the pump during extended fire-fighting events.
- The pump shall incorporate bronze components as required for operation in a saltwater or brackish environment.
- Pump fuel, starting and controls
 - Pump shall be provided with a PumpBoss 200 control panel that has the ability to operate in pressure or RPM mode.
 - The pump system shall incorporate a remote start and stop panel located near the operator's station.
- Suction arrangement – The suction arrangement for the pump shall include a dedicated sea chest with screened inlet, valve at the sea chest outlet and a valved vent to atmosphere.

Foam system

- Foam capability – The fire-fighting system shall incorporate a 50 Gallon foam storage tank with the ability to educt foam at one of the manual monitor with a foam educting nozzle.

Monitors

- Two manual TFT Crossfire monitors capable of 1250GPM each shall be provided mounted on a valve under monitor.
 - Equipped with Select Flow Adjustable Nozzles for variable stages of fog and straight stream
- A minimum 1250GPM TFT electric remote monitor shall be provided notionally on the roof with
 - Equipped with Select Flow Adjustable Nozzles for variable stages of fog and straight stream.
 - With controls collocated with the fire pump control station.
- Final monitor placement shall be subject to design review
- Stand pipe – A swept "Y" shall be installed in the roof monitor stand pipe and outfitted with a VUM (Model Y4-MX5A-Z / AKP112G173GD). VUM shall be set up with three (3) 1.5" connections, one (1) 2.5" connection and one (1) 4" connection.
 - Additionally, the stand pipe shall be provided with a Storz 4" outlet.
 - Additionally, fresh water rinse/flush port shall be incorporated.

CBRNE Detection

The vessel shall be provided with CBRN detection. The capability shall be hard mounted and not provided as a portable or back pack solution.

- RAE System MultiRAE Pro with Gamma Radiation detection or equal
- Laurus MiniRad V G2 Vessel Mounted Radiation detector or equal
- With spectra reading/identification capability and the ability to transit the data ("reach back").

14. Outfit:

Safety Equipment – the vessel shall be provided with the below:

- 24" ring buoy with mount
- Fire extinguishers (in accordance with USGC requirements according to vessel size)
- Firefighting equipment meeting NFPA 1925 for a Type IV vessel, including, but not limited to
 - 1 Pry Bar
 - 1 24" Bolt Cutter
 - 1 10' Pike Pole
 - 1 Scoop Shovel
 - 1 Adjustable Hydrant Wrench
 - 2 Sprinkler Shutoff/Wedge
 - 1 100' Utility Rope
 - 1 Floating Stretcher with Harness and Backboard
 - 1 2-A/20-B:C Portable Extinguisher
 - 1 80-B:C Dry Chemical Extinguisher
 - 1 50' Electrical Extension Cord
 - 1 6lb Flathead Axe
 - 1 6lb Halligan Tool

- 4 Spanner Wrench
 - 4 LDH Spanner Wrench
 - 1 10lb Sledge Hammer
 - 1 Grappling Hook
 - 1 75' Rope in Throw Bag
 - 1 75' Heaving Line
 - 200' 4" hose with Storz Connection in 50' sections with Brass Couplings.
 - 200' 2.5" in 50' sections with Brass Couplings
 - 200' 1.5" in 50' sections with Brass Couplings
 - 2 2.5" Combination Nozzle with Shutoff. U.S Coastguard Brass Nozzles.
 - 2 1.5" Combination Nozzle with Shutoff. U.S Coastguard Brass Nozzles.
 - 1 Cellar Nozzle
 - 1 1.5" Foam Eductor with Matching Nozzle (Portable)
 - 1 High Expansion Foam Nozzle with 1.5" connection
 - 1 Low Expansion Foam Nozzle with 1.5" connection
 - 2 2.5" Double Male
 - 2 2.5" Double Female
 - 1 4" Storz to 2.5" Reducer
 - 1 2.5" to 1.5" Reducer
 - 1 2.5" to 4" Storz Increaser
 - 1 1.5" to 2.5" Increaser
 - 1 2.5" x (2) 1.5" Gated Wye
 - 1 2.5" Gated Wye
 - 1 4" Storz to (2) 2.5" Gated Wye
 - 1 2.5" Plug (Male Thread)
 - 1 2.5" Cap (Female Thread)
 - 1 International Shore Connection
 - One Type IV throwable PFD
 - One type II PFD to for the maximum number of occupants permitted on the vessel in accordance with the manufacturer's plate, various sizes.
 - Half of the number of required PFDs listed above in children's sizes
 - 1 Tool Box with Various Tools
 - 1 USCG Model P6 Dewatering Pump Kit
 - 2 Boat Hooks
 - 500 Foot Samson Braid Towline on Mounted Reel
 - 600 Foot of Poly Pro Towline in Storage Bag.
 - 1 Cardiac Science AED (Model G5 or Newer) in Waterproof Case.
- Location of equipment mounting to be determined at design review

Anchoring

Anchor with shackles, rode and chain and Line Locker

15. Tests and Trials:

Engine Break In

The builder will ensure that any trials conducted with the vessel to verify performance prior to delivery of the vessel will be conducted in accordance with the propulsion and pump engine break in procedures to avoid damage to the components. It is not expected that the

propulsion engines and pump engines will complete the full break in procedure prior to delivery.

Customer Trials

The builder will be responsible for making the vessel available at the builder location to conduct sea trials and familiarization training with the customer representatives. The cost of travel and lodging for City personnel will be borne by the City.

16. Documentation:

Technical Data Package

- The vendor shall provide a technical data package that includes (as applicable), but is not limited to, the following technical information (all drawings shall be clearly labeled and include a list of installed equipment and parts):
 - Profile and General Arrangement
 - Control Station Arrangements (helm, radio flap, fire control station, etc.)
 - Schedule of Windows, Doors and Hatches
 - Hull Assembly
 - Below Deck (Penetrations, Piping, Foundations, and Rigging Tubes)
 - Fuel Tank Construction
 - Deck Arrangement
 - Freeboard Assembly
 - Superstructure Assembly (includes pilothouse top foundations + mast)
 - Pilothouse Interior
 - Rub Rails, Side Fendering, Push Knees, Hull Appendages
 - Handrails and Pipework (includes tow post, fire system above deck, motor guards)
 - Special Purpose Structures (Sonar Arm, Bow Door Assembly, etc...)
 - Main Engines – Location and Details
 - AC / DC One Line Diagram
 - Equipment & Outfitting Arrangement
 - Steering System
 - Seawater Cooling / Raw Water System
 - Main Engine, Generator, Auxiliary Exhaust System
 - Bilge System
 - Fire System
 - Fuel System
 - Potable Water System
 - Grey Water / Black Water System
 - Raw Water Washdown System
 - HVAC / Ventilation System (includes machinery spaces when applicable)
 - ~~Bow Thruster System~~
 - Trailing Plan (includes Lift Plan when applicable)
 - Hull Markings and Paint Details
 - Insulation Schedule and Details

17. Warranty

The vendor shall warranty the vessel as specified below:

- For a period of one (1) year from the date of acceptance, the covered boat will be free from defects caused by faulty workmanship, installation or materials; and

- For a period of fifteen (15) years from the date of acceptance, to the hull, deck and consoles of the covered boat will be free from structural defects caused by faulty workmanship or materials. This includes all aluminum fabrication, welding and fuel tank.
- OEM provided equipment will be covered by existing manufacturer warranty.

The vendor may exclude the following from their warranty:

- Parts and accessories not manufactured by the vendor including, but not limited to, electronics, controls, and instrumentation. However, if included with the original sale, the installation of these parts and accessories is covered for a period of one (1) year.
- Paint damage of fading as a result of normal use. This is a cosmetic not structural and therefore not considered defective material of workmanship.
- Damage resulting from abuse, misuse, accidents, overloading or powering in excess of the recommended maximum horsepower, use of improper trailer, modification or alteration of hull including penetration of the hull by anyone other than the vendor's authorized personnel.
- Corrosion or electrolysis caused by the owner installation of bronze, brass or steel components to the hull, cabin or other aluminum parts.

18. Delivery

The vendor shall arrange for delivery of the vessel by their personnel or by contract through a commercial carrier. The cost for this delivery charge, which includes logistics and unloading the vessel into the water, shall be included in the Cost Proposal.

The vessel shall be delivered to Driscoll Mission Bay Boat Yard, 1500 Quivira Way. San Diego, CA 92109. Their phone number is (619) 222-4930. Contractor will need to make their own appointment to schedule delivery of the vessel and contract use of their hoist to lower it into the water. If Contractor plans to ship it on a container ship, then they can deliver it to San Diego Bay and unload into the water there.

The City may consider an alternate delivery option, however it must be approved by the Contract Administrator prior to shipping arrangements being made by the Contractor.

Contractor shall notify Contract Administrator once the vessel ships and provide relevant shipping information including arrival date a minimum of three (3) days in advance of vessel arrival.

19. Contract Administrator

The Fire-Rescue Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Rick Romero, Marine Safety Lieutenant
San Diego Fire-Rescue
(619)221-8866
RQRomero@sandiego.gov

QUESTIONS AND ANSWERS

Question 1: Exhibit A, II. Specification, 1. Overall Vessel Dimensions: Specifications state "Length Overall – 38' ft LOA (exclusive of engine bracket or engine guard)". If we are excluding engine guard and bracket – do we include the engines them self. Please provide more information so we need what to include as far as the Length overall?

Response: **Hull length of the vessel is 38'. Engine brackets and outboard motors and motor guard are in addition and not included in hull length.**

Question 2: Exhibit B, 5. Fuel System: Specifications state "Potential builders shall propose a fuel tank size computed in accordance with NFPA 1925". Stated regulation states to calculate fuel based on the furthestmost point in the jurisdiction at the maximum sustainable speed, pump for 6 hours, and return at an efficient speed. Please supply route and mileage of the furthers point in the jurisdiction.

Response: **The furthestmost point of our jurisdiction is the northern border to Torrey Pines State Beach (North of Bathtub Rock). That is where our maximum water response jurisdiction ends. Apple maps shows that as 18 miles. Our south boundary is less distance than that so 18 miles would be the maximum.**



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension ~~unless otherwise agreed to in writing by the Parties~~

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; ~~inability to obtain materials, equipment or labor; or other specific reasons~~ agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

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

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

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

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

~~**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."~~

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. ~~Contractor shall provide equal opportunity in all employment practices.~~ Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. ~~Either party may have attorneys, witnesses or experts present.~~

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

**ARTICLE XII
MANDATORY ASSISTANCE**

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

**ARTICLE XIII
MISCELLANEOUS**

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

~~**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.~~



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May 27, 2020
Specification And Quotation
For One
38' PackCat Landing Craft
For
San Diego RFP: 10089659-20-K
Contact: Brent Krohn
Phone: 619-236-6044
Email: bkrohn@sandiego.gov

OVERVIEW: The following describes a 38' PackCat welded aluminum catamaran landing craft (U.S. Patents D739331S and 8281730B2) 2020 production model. The crafts' design and construction (hull, machinery, and electrical systems) shall comply with the USCG and ABYC regulations where applicable. Detailed drawings will be submitted for approval prior to construction. Boat shall exit the factory as a completed vessel, adhering to the following specifications.

GENERAL SPECIFICATIONS:

1. Hull Length: 38 feet
2. Beam: 13 feet
3. Transom Deadrise: 24 degrees each hull section
4. Person and Cargo Capacity: 7000 lbs
5. Propulsion: Quad 250hp Yamaha Four Stroke Outboard Motors
6. Fuel Capacity: 260 gallons gas (Dual 130 gallon tanks) 90 gallon diesel
7. Bow Door Clearance: 76 inches
8. Bottom Plating: 1/4 inch 5086-H116
9. Side Plating: 1/4 inch 5086-H116
10. Deck Plating: 3/16 inch 5052-H32
11. Centerline Vertical Keel (CVK): 1/2" x 6" 6061-T6

HULL PACKAGE:

38' PackCat landing craft incorporating two symmetrical longitudinally aligned hull sections with 24° deadrise, a low profile tunnel connecting the two longitudinally aligned hulls, and 76" wide bow door.

The tunnel shall be in the water at rest to add stability and floatation.

Hull shall include three (3) structural bulkheads; the forward collision bulk head shall be watertight, the aft bulkheads shall be limbered for drainage via bilge pump.

8" welded aluminum inspection hatches shall be installed to provide access to all below deck compartments.

Eight (8) 10" welded aluminum cleats shall be installed. (4 Per Side)

A ¾" aluminum double padeye shall be welded on centerline of the bow.

¼" rolled plate, 7" radius bow corners shall be installed on the port and starboard sides of the bow door opening.

The transom shall be setup for outboard power and set at 103 degrees off baseline for proper outboard trim

The motor well shall be self-bailing via two 2.5" pipe drains running out through transom. Drains shall be equipped with rubber flappers to divert water from entering slop well when operating the boat in reverse.

The stern shall incorporate a full width cross seat/locker forward of the motor well. Lockers will house batteries and fuel filter systems and offer general storage. Locker will have two (2) 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, key lockable 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

316 Series Stainless Steel fastening hardware shall be used throughout the vessel.

WELDING:

The hull and superstructure shall be constructed of marine grade aluminum and MIG welded throughout.

All weld seams in the hull shall be welded 100%, both interior & exterior.

All welding shall be performed in accordance with American Welding Society D1.2-2003 procedure qualifications.

All surface areas shall be shiny, mill finish, with no grind marks, splatters, or blemishes.

HULL OUTFITTING:

1¼" Sch 40 pipe safety railings shall be installed 36" above main deck along port & stbd sides from stern to midship. Handrail layout will be approved by the City of San Diego.

Two (2) 1/4" x 4" Beaching wear plates shall be installed, one on each bow forefoot.

A wave breaker shall be installed on forward hull span between the two catamaran hulls to increase ride comfort.

One (1) 26" wide side door shall be installed. Door shall swing inboard and forward in direction, and lock in the closed position.

One (1) Aluminum channel measuring 1.5" x 3", shall be welded to the port and starboard exterior of the hull, near the water line, to serve as a hull stiffener. Channel side stiffener will be outfitted with UHMW wear strip. Stiffener will be welded continuously 100%. the top side of the hull stiffener will be fitted with a handrail to aid swimmers / personnel in the water.

Eight (8) Open scuppers installed flush with the deck at midship, two (2) large pipe drains in the stern, and two (2) 1" pipe drains at the bow shall create a self-bailing main deck. Drains and scuppers shall be sized and installed in accordance with ABYC deck drainage requirements.

Four (4) 15" x 24" welded aluminum deck hatches shall be installed on the main deck.

Six (6) Tie Down Pockets shall be installed in the main deck.

Johnson Duramax DB-503 3" D-rubber fender shall be installed on the gunwale, port and starboard sides. D-rubber shall be permanently attached with a full length capture rail 100% welded to the hull and mechanically fastened on each end to prevent "shrinkage" in cold temperatures. All breaks in the D-Rubber shall be capped with welded aluminum, interruptions shall be flat plate, terminations shall be angled aluminum tubing to create a smooth transition. (Skip welding techniques shall not be used)

Two (2) 5 lb Divers Dream zinc anodes, shall be installed on brackets that are welded to the transom.

One (1) Aluminum flip-up seat shall be installed on the main deck.

BOW DOOR OUTFITTING:

A 76 inch wide drop down bow door shall be installed to enable personnel transport.

The hull shall incorporate port and starboard bow lockers framing the door opening.

A Thern manual SS bow door winch with brake shall be installed on the port side bow locker for opening and closing the bow door.

The winch cable runs through stainless steel cheek pulleys on each side of the door providing equal tension on both sides when opened and closed.

The bow door shall be outfitted with two (2) 3/4" stainless steel positive locking pin to prevent the bow door from opening while underway.

A replaceable rubber gasket seals the bow door watertight when closed.

The inside face of the bow door shall be double plated for a smooth working surface.

3" D-rubber shall be installed on the leading edge of the bow door.

The port and starboard bow door lockers shall be extended aft and incorporate weatherproof

lockable hatches to provide additional storage.

FUEL SYSTEM:

Twin 130 gallon non-integral fuel tanks shall be installed complete with fill, vent, 12V senders and fuel level gauges on console. Fuel tanks shall be built from ¼" plate, pressure tested to 4 psi and bolted into hull framing using doublers and stainless steel fasteners.

Fill and vents shall be located to provide for ease of filling and to prevent the accidental discharge of fuel into the environment.

Fuel fills should be color coded and easily identifiable as gas and diesel to prevent fuel contamination mix ups.

Fuel system hoses; Fuel fill and vent hoses shall be USCG Type A2, fuel distribution hoses shall be USCG Type A1-15

Two (2) Racor fuel filter/water separators shall be installed complete with shut off valve.

Fuel system shall comply with U.S. diurnal emission standards.

12V 140 CFM bilge blower installed in fuel tank compartment.

A Wema fuel level sending unit capable of integrating into the vessels engine propulsion multifunction display.

A 90 gallon non-integral diesel fuel tank shall be installed complete with fill, vent, 12V sender and fuel level gauge on console. Fuel tank shall be built from ¼" plate, pressure tested to 4 psi and bolted into hull framing using doublers and stainless steel fasteners. 90 gallon diesel tank will provide fuel to the fire pump and the generator.

WHEELHOUSE:

A full width x 150" long x 80" tall walk through wheelhouse shall be installed. House is constructed from .190" plate and framed as per std. house framing using 1.5" square tube.

The minimum "headroom clearance" from the deck to the lowest fixed point on the overhead must be no less than 78".

House is equipped with two Diamond Seaglaze doors, a forward hinged door, and an aft sliding door, both doors will be 32" wide and allow ingress for stokes litter without floats. Doors shall have windows, locks, and be keyed alike.

House has aluminum framed sliding windows installed, two (2) forward, one (1) port and one (1) starboard. Two (2) installed midship of main cabin, one (1) port and one (1) starboard. The most aft side windows will be fixed. The aft bulkhead will be fitted with sliding type windows.

The wheelhouse roof is outfitted with 1" pipe top railing.

The house deck is non-skid coated.

An aluminum control console with angled face and an overhead radio bar shall be installed in the wheelhouse on the starboard side. The design will allow the operator to easily steer while both sitting & standing.

Four (4) Cup holders shall be installed at the console.

A Co-pilot/fire control console with storage shall be installed opposite the main console.

Access to the console shall be provided by a flush mounted bolt on access panel on the forward side of the console for ease of maintenance and future upgrades.

The aft side of the console shall include 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, key lockable 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

A command/control console with storage shall be installed aft of the main console.

The wheelhouse interior shall be insulated with 1.5" Navyboard fiberglass insulation and paneled with carpeted panels for sound deadening purposes.

Two (2) 1" pipe overhead grab rails shall be installed inside the wheelhouse, running lengthwise, offset from centerline. (one port, one starboard)

Pipe ladder rungs shall be welded to the side of the wheelhouse to provide access to the roof.

Removable, non-slip, anti-fatigue black Dri-Dek mat shall be installed in the wheelhouse.

Two (2) SHOXS 3400-X8 captain seats with adjustable pedestals shall be installed in the pilot and co-pilot positions. Seats incorporate arm and backrest, 7 1/2" slide, and footrest.

Two (2) SHOXS 3400-X8 captain seats with adjustable pedestals shall be installed on the Strb. side just aft of the pilot station. The furthest most outboard seat will have a flip up / fold down work station. Workstation will be fitted with 120VAC and 12V power and USB receptacles. Seats incorporate arm and backrest, 7 1/2" slide, and footrest.

An EMS bench locker with 2" seat cushion and backrest with 2" back cushion shall be installed aft of the co-pilot position. The storage compartment is accessed through 3/16" welded aluminum hatches on the face of the locker.

A 12" SCBA storage rack shall be integrated behind the backrest along the port side EMS bench. Access to the storage compartment is provided through cargo nets on the face of the locker. The storage locker is capable of storing four (4) SCOTT X3 SCBA 45 min fresh air systems and four (4) SCOTT X3 45 min spare bottles. The EMS back rest can flip up into a second patent bunk.

Four (4) Exterior Lockers shall be installed on the front of the wheelhouse (2 port, 2 starboard). Each locker storage compartment is accessed through 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

HEAD SYSTEMS:

An all aluminum stand up Head Compartment with lockable door shall be installed.

One (1) portlight ventilator shall be installed in the head compartment.

The head door shall be a Diamond Sea Glaze swinging aluminum door, be keyed same as main cabin doors, and open to the aft deck.

A Jabsco deluxe electric flushing head with macerator shall be installed.

The flushing head will incorporate a 12 volt post tank macerator pump to facilitate overboard discharge.

1/2" aluminum toilet paper roll holder shall be built and installed in the head.

A 35-gallon holding tank shall be plumbed and installed below-decks with vent and gunnel-mounted pump-out.

Flush mounted small oval sink shall be installed in the head compartment complete with faucet, 1" overboard drain and drain plug.

Snap in shades shall be provided for head windows.

GALLEY EQUIPMENT:

An Isotherm Cruise 65 refrigerator shall be installed in the wheelhouse. Features AC/DC operation and 2.3 cubic foot interior.

WATER SYSTEMS:

35 gallon polyethylene tank suitable for potable water shall be installed below decks and plumbed for freshwater use.

Freshwater plumbing shall be supplied via a 12V, 4.5 GPM Flojet pressure pump to maintain constant, uniform water flow at water fixtures.

12V freshwater wash down pump system shall be installed complete with spigot, 25' hose coil, and nozzle. Storage for the hose coil shall be supplied. System is designed to be used for, diver and dive equipment wash down. Pump is a 5.2 gpm Johnson "Aqua Jet" or equivalent.

HEATING AND AIR CONDITIONING:

A Webasto AT55 forced air diesel fired cabin heater shall be installed complete with thermostat and outlets for windshield defrost and cabin heat. Fuel to be supplied from the main diesel fuel tank.

One (1) 120V Dometic Dura-Sea air conditioners with heating element & control knob shall be installed on the wheelhouse roof. The A/C units run via genset or shorepower.

ANCHORING:

Vessel will include an anchor package consisting of one (1) 33lb Rocna anchor, 30' of 3/8" galvanized chain and 150' of 9/16" three strand Proset anchor line.

Proper storage for the anchor shall be provided.

An anchor roller on a fixed bracket shall be installed on the vessel with all related hardware.

TOWING:

A 4" Sch 80 aluminum pipe tow bit with 1" 316 stainless crucifix pin shall be installed aft on centerline. The towing bit shall be sized to accept one round turn and three figure eight's of the towline.

A tow line guide shall be integrated into the motor guard.

A tow line spool shall be installed at/on the tow bit.

Three (3) 200' sections of 1/2" synthetic 12-strand tow line with a 12" eye splice shall be supplied.

DIVING:

Four (4) Roll Control tank holders shall be installed to accommodate compressed air tanks (scuba tanks).

A removable flip out dive ladder shall be installed on the bow door.

A removable side door dive ladder shall be included with the vessel. Storage for ladder will be provided.

A removable flip out dive/recovery ladder shall be installed on the swim step. A storage bracket shall be mounted for stowing the ladder in the up position when not in use.

STERN GUARDS AND PLATFORMS:

A fixed aluminum guard made from 2" aluminum pipe shall be welded to the transom to protect the outboard motors.

A full width welded aluminum swim step with non-skid shall be installed on the transom.

ELECTRICAL SYSTEM:

The vessel's electrical system shall be 12vDC and 120vAC.

All electrical cable shall be marine grade copper tinned boat cable and labeled for each circuit.

Cables should be routed in wireways wherever possible. Wherever exposed to potential damage, cables shall be protected with rubber.

Electrical cable shall be sized in accordance with the American Boat & Yacht Council.

All electrical cables shall be marked in accordance with the markings in electrical drawings.

All electrical switches shall be of a heavy-duty type and properly insulated.

The electrical system shall be grounded. In any case the hull shall not be used as part of a galvanic feeding loop.

GENERATOR:

An Onan 7.5KW 7,500 watt diesel generator shall be installed under deck in the main machinery room. Generator is raw water cooled / wet exhaust. Main machinery room will be fitted with flush and guttered deck hatch.

Generator to have remote start / stop panel located at the main console.

Main machinery room will be outfitted with 12V powered ventilation. Delta "T" Systems model # DLT- 500-311122IP 11" 1,400 CFM.

Generators fuel supply will be provided via main 90 gallon diesel tank.

Racor fuel filtration with positive shut off valve shall be supplied.

System to be plumbed through a thru-hull valve outfitted with a stainless steel raw water strainer.

Generator exhaust will be plumbed through a wet lift muffler exiting the hull.

Generator compartment will be fitted with fire suppression system.

120V AC ACCESSORIES:

One (1) 125v 60hz 30amp shorepower circuit with transfer switch (for use with generator) shall be installed in the vessel.

A 50' 30 amp shore power cable shall be supplied.

One (1) Blue Seas Systems 360 series 1206 main breaker panel fitted with Volt Meter and ProSafe 60amp galvanic isolator.

One (1) Blue Seas Systems 360 series 1210 four position breaker panel will be provided.

Three (3) 125v AC 15 amp GFI Duplex outlets will be installed in the main wheelhouse.

One (1) ProTournament Elite Series 36 AMP / 3 bank battery charger installed in conjunction with shorepower.

Six (6) 120V AC 15 amp GFCI Duplex outlets shall be installed.

12V DC ACCESSORIES:

Two (2) 12V 16 position Blue Seas 360 distribution panels shall be installed on the console.

One (1) Pair of 12V self-parking windshield wipers shall be installed on the forward windshields. Each wiper assembly consists of a fully sealed, marine rated wiper motor fitted with a heavy duty pantographic wiper arm and matching blade.

One (1) Windshield Washer System shall be installed to work with the wiper system.

Two (2) 12V two-speed fans shall be installed overhead at the console to aid in windshield defrosting.

One (1) 12V air trumpet horn shall be installed with momentary push button on dash.

Two (2) combination 12V power / USB receptacles shall be installed at the main console for charging cell phones and tablet devices.

One (1) Raw water wash down pump system shall be installed complete with spigot, 25' hose coil, and nozzle. Storage for the hose coil shall be supplied. Pump is a 5.2 gpm Johnson "Aqua Jet" or equivalent.

Six (6) 12V 2200 GPH bilge pump shall be installed with auto float switch.

A High water alarm system shall be installed in the bilge.

BATTERIES:

One (1) house battery bank shall be installed. Bank includes two (2) Optima group 31 AGM batteries and an automatic charge relay / combiner circuit tied to the main engine battery start banks. This allows the house bank to be charged via the main engine alternators and to start the engines off the house bank in the event of an emergency.

Two (2) engine battery start banks shall be installed. Each bank includes two (2) Optima group 31 AGM batteries and an automatic charge relay / combiner circuit tied to the main engine battery start banks. This allows each start bank to be charged via all main engine alternators. Batteries shall be stored in plastic battery boxes, secured in a custom cut aluminum frame located in a ventilated compartment.

All batteries shall have the means for disconnect and emergency paralleling via battery switch.

LIGHTING:

One (1) One 12V LED red/white dome light shall be installed in the head compartment.

One (1) LED Navigation lights shall be installed to USCG Standards.

One (1) Mast lighting for restricted maneuvering shall be installed with 360 degree visibility.

Two (2) 12V LED red/white dome lights shall be installed in the wheelhouse. Lights to be dimmable and controllable at each light.

Four (4) Ignition protected LED Lights with local and remote switches shall be installed under the deck.

Eight (8) Lumitec Capreral LT LED flood lights shall be installed on the wheelhouse roof. Two (2) forward, two (2) aft, two (2) port and two (2) Strb.

One (1) Rigid Industries 40" curved flood light bar shall be installed on the wheelhouse rooftop. Controls for the light bar shall be installed at the console.

One (1) Carlisle and Finch 200W Xenon Searchlight with a control pad on the console.

One (1) Whelen light bar with six (6) Whelen ION mini strobe lights. Light shall be red in color. Controls for the light bar shall be installed at the console.

Eight (8) Lumitec "Andros" Blue LED Courtesy lights shall be installed along the gunnel on the main deck.

NAVIGATION ELECTRONICS:

A Simrad NSS12 Evo3 12" multifunction GPS plotter/sounder shall be installed in the fire control position. This includes local area maps, GPS antenna. Two (2) sonar's shall be installed, one (1) thru-hull part # to provided CHIRP, temperature & depth and one (1) transom mount part # , to support sidescan capability.

An additional Simrad NSS12 Evo3 12" touchscreen multifunction display shall be installed in the pilot position for a dual-screen setup.

A Simrad 4G Solid State 19" Radome shall be integrated into the navigation system. This system features a 165mW 36nm Hi Def Dome with 5.2 degree beam width and variable rotation speed (24/36 rpm).

The radar dome shall be mounted on a plate radar arch.

Two (2) Icom M506-11 VHF radios shall be installed complete with 8' Shakespeare antenna mounted on the wheelhouse roof.

A hailer horn will be added to the VHF package.

A Simrad V5035 Class A AIS Transceiver shall be integrated into the navigation electronics system.

A Simrad StructureScan 3D Module and transducer shall be integrated into the navigation system.

A Whelen siren / hailer system shall be installed to include a WPA-3 control head, 100 W amplifier and composit speaker. The system controller and microphone shall be installed at the console.

An additional 100W Siren speaker horn shall be installed on the vessel.

A Flir M Series, Model M-364C-LR, thermal imaging night vision camera shall be installed. Unit

comes complete with pan/tilt function, joy stick control pad at the console, low light sensor and will be integrated with the Simrad NSS12 Evo3 display.

A 4.5" Ritchie lighted / dimmable compass shall be installed on operator dash.

A Clarion Marine Black Box Digital Receiver, MFG# CMS2, with waterproof control head shall be installed. System includes a Global AM/FM/WX tuner with USB, AUX, and Bluetooth inputs and is Sirius, iPhone/iPod/Android ready. Installation includes four (4) 100W box speakers and a marine quality antenna.

A customer-supplied radio shall be installed on the vessel. This includes Munson-supplied MORAD antenna and lily mount as standard.

OUTFITTING AND SAFETY EQUIPMENT:

A carbon monoxide / smoke detector shall be mounted in the wheelhouse.

Two (2) 10lb CO2 Kidde Fire Extinguishers shall be installed with mounting brackets.

One (1) Fireboy MA2 Series automatic engine room flooding fire extinguishing system to be installed with manual pull cable at operator console.

Two (2) 24" life rings shall be installed with mounting brackets.

The vessel shall be outfitting with a premium docking package consisting of four (4) 5/8" x 25' dock lines, two (2) 5/8" x 35' spring lines, and three (3) 11" x 30" F-Series black fenders.

One (1) Fireboy automatic engine room flooding fire extinguishing system to be installed with manual pull cable at operator console.

Brackets shall be installed on the wheelhouse roof for securing a Stokes basket. (Customer to supply Stokes Basket)

Eight (8) Ziamatic "Walkaway" spring clip scba brackets shall be installed in the vessel.

An EPIRB, Model ACR GlobalFix i-PRO #2848 406 MHz, shall be installed with manual deployment.

The vessel shall include the following outfitting equipment:

One (1) 24" Ring Buoy with mount (Model# C/J 1123-24)

One (1) 12" Pry Bar (Model# CAM MB12)

One (1) 24" Bolt Cutter (Model# 48-22-4024)

One (1) 10' Pike Pole (Model# 485C61)

One (1) 24.5" Scoop Shovel (Model# 2672100)

One (1) Adj. Hydrant Wrench (Model# SW3 RH)

Two (2) Sprinkler Wedge (Model# SAC-HW-OR-RBFAB)

Two (2) Sprinkler Shutoff Tool (Model# 10780001 AKR)

One (1) 1/2" Utility Rope, 100' (Model# 20TL77)

One (1) Basket Stretcher (Model# 2LBB7)

One (1) Flotation Collar (Model# 8MA89)

One (1) Backboard (Model# 2LBB5)
 One (1) Backboard Harness (Model# 52WU07)
 One (1) 2A:20BC Fire Extinguisher (Model# 26-1170)
 One (1) 4A:80BC Dry Chem. Fire Ext. (Model# AMERE-441)
 One (1) 50' Extension Cord (Model# 529)
 One (1) 6lb. Flathead Axe (Model# 485C35)
 One (1) Forcible Entry Tool (Model# 12N144)
 One (1) Spanner Wrench Set (Model# 32J050)
 Four (4) TFT Spanner Wrench (Model# A3813 TFT)
 Four (4) Storz Spanner Wrench (Model# STZ SPANNER RED HEAD)
 One (1) 10lb. Sledge Hammer (Model# DWHT56029)
 One (1) Grappling Hook Kit (Model# ANB GB-G)
 One (1) Throw Bag/75' rope (Model# MUS MRD075)
 75' of heaving Line (Model# MAR JF0183)
 One (1) Inflatable Throwable Cushion (Model# THR TD-2401)
 Four (4) Type II life Jacket (Model# PFD 102000-200-005-12)
 Six (6) Type II life Jacket (Model# PFD 102000-200-004-12)
 Two (2) Type II life Jacket (Model# PFD 102000-001-12)
 Three (3) Type II life Jacket (Model# PFD 102000-0200-002-12)
 One (1) Tool Set with Soft Case (Model# 538864)
 Two (2) Telescoping Boat Hook, 3.5'-8' (Model# GAR 55170)
 One (1) P6 Dewatering Pump Kit (Model# STB 036)
 One (1) Container for Pump Kit (Model# A528)
 One (1) 3" Raised lid for A528 Drum (Model# RK1003)
 One (1) 5/8" Poly Pro Towline, 600ft. (Model# ROP 300140)
 One (1) Poly Pro Towline, Eye Splice (Model# RIG 01-100)
 500' of 3/4" Double Braided Tow line (Model# SAM 472048006020)
 One (1) Braided Tow Line, Eye Splice (Model# RIG 02-200)
 One (1) Storage Bag for the 500' of braided tow line
 Two (2) 2.5" Double Male (Model# AA6NJ-NJ)
 Two (2) 2.5" Double Female (Model# AA7NJ-NJ)
 One (1) 4" Storz to 2.5" Reducer (Model# AA2SP-NJ)
 One (1) 2.5" to 1.5" Reducer (Model# H-A)
 One (1) 2.5" to 4" Storz Increaser (adaptor) (Model# AA1SP-NJ)
 One (1) 1.5" to 2.5" Increaser (adaptor) (Model# AA11NF-NJ)
 One (1) 2.5" x (2)1.5" Gated Wye (Model# AYNJ-NF)
 One (1) 2.5" Gated Wye (Model# AY5NJ-NJ)
 One (1) 4" Storz to (2) 2.5" Gated Wye (Model# AY8SP-NJ)
 One (1) 2.5" Plug (Male Thread) (Model# A05NJ)
 One (1) 2.5" Cap (Female Thread) (Model# A01NJ)
 Four (4) 4" Hose with Storz Connector (Model# DP40-600-50-UL-BRN / 4" Hose)
 Four (4) 2.5" Hose (Model# DP25-800-50-UL-BRN / 2.5" Hose)
 Four (4) 1.5" Hose (Model# DP15-800-50-UL-BRN / 1.5" Hose)
 Two (2) 2.5" Combination Nozzle (Model# 12204)
 Two (2) 1.5" Combination Nozzle (Model# 3878511)
 One (1) Cellar Nozzle (Model# 2046-2.5 CG-25 Nozzle)
 One (1) 1.5" Foam Eductor w/ Matching Nozzle (Model# UE-125-NF)
 One (1) 1.5" HE Foam Nozzle, Multi-Expansion (Model# FJ-MX-125-NF)
 One (1) 1.5" LE Foam Nozzle (Model# FJ-LX-FQ)
 One (1) 1.5" Mid-Matic w/grip for LE Foam Nozzle (Model# HM-VPGI)
 One (1) Cardiac Science AED (Model# CSG5A-80A-P)

One (1) Case for AED (Model# XCAAED003A)

PAINT, GRAPHICS, AND MARKINGS:

Durabak Non-Skid bedliner deck coating applied to all walking surfaces. (Color-Gray)

Port and Strb. gunwales shall include 3-M adhesive non - skid with edge guard adhesive.

E-Paint anti-fouling bottom paint system with epoxy barrier coat applied to 4" above waterline. (Black)

Top side of hull to remain bare aluminum finish.

Reflective vinyl graphics shall be applied. (Specifics to be determined after order has been received). Customer to approve the graphics prior to installation.

"Sharkhide" Aluminum Protectant shall be applied to the hull exterior.

A U.S. Coast Guard rating placard shall be installed at the dash.

A bow door warning placard shall be installed adjacent to the bow door.

Cabin interior components painted Zolatone silver gray.

Outlet shall be installed with placard indicating the outlet supplies "120VAC/60Hz" power.

If the extinguisher is mounted inside a locker, there shall be a red-backed placard labeled "Extinguisher Inside" affixed to the exterior of the locker.

PROPULSION:

Quad 250 HP Yamaha four-stroke outboard engines (F250UCA and LF250UCA) with 30" shafts shall be installed. Engines come standard with power trim/tilt and stainless steel propellers. The propellers shall be selected for optimized engine performance.

The vessel shall be equipped with the SeaStar "Optimus 360" Joystick Control System with SeaStation GPS. The system includes Optimus EPS, (Electric Power Steering), helm, Power steering pumps, and PCM, (Pump Control Module. The joystick system includes Color CANtrak Display, Joystick controller and SeaStation GPS for holding position.

Engines shall be installed with Yamaha Digital Electronic Control (DEC), twin-engine binnacle, CL7 digital display, twin-engine key switch with pushbutton start/stop and emergency shutoff lanyard.

Two (2) engine battery start banks shall be installed. Each bank includes two (2) Optima group 31 AGM batteries and an automatic charge relay / combiner circuit tied to the main engine battery start banks. This allows each start bank to be charged via all main engine alternators.

Vessel shall include a Side-Power 12V 6 HP bow thruster with joystick control. A dedicated battery bank will be installed adjacent to the bow thruster. A battery combiner circuit will be used to maintain the battery bank at full charge.

MACHINERY COMPARTMENT:

The machinery compartment shall be one compartment and shall include a flush and guttered engine hatch on the aft deck

Engine hatch shall be large enough to remove the the fire pump engine, provide a weather tight seal when closed, include Flush mounted stainless steel hinges, and shall be lockable in the open position. Handles shall be inset and flush to the deck.

The machinery compartment shall incorporate two air intake boxes on the aft deck for 12V powered Delta "T" Systems model # DLT- 500-311122IP 11" 1,400 CFM fans. powered ventilation will be provided for combustion air intake.

Engine stringers shall be 3/8" plate, continuously welded, and shall include gussets under the engine mounts.

FIRE SYSTEM:

The vessel shall comply with all requirements of NFPA 1925: Standards on Marine Firefighting Vessels for Type IV vessels.

The pump shall be a HALE 80FC series, single stage, centrifugal, single suction impeller, engine mounted fire pump capable of outputting 2500 GPM @ 150 PSI.

Pump to be outfitted with 12V vane type (oil-less) priming system.

Pump Engine: Duramax 6.6L turbocharged 450 HP-V8, 3500 rpm diesel marine engine equipped with 12V starter, instrument panel with tachometer, hourmeter, coolant thermometer, inlet pressure gauge, discharge pressure gauge, ammeter, oil pressure gauge and start/stop switch.

Pump engine to be heat exchanger cooled a dedicated thru-hull pick-up, valve and stainless-steel sea strainer.

A dedicated battery start bank shall be installed for the fire pump engine with a remote battery switch and automatic charging relay (ACR) interconnect to allow for starting off the house/main engine battery banks.

Fire pump engine to run off independent diesel tank and fuel filter assembly.

Main machinery room will be outfitted with 12V powered ventilation. Delta "T" Systems model # DLT- 500-311122IP 11" 1,400 CFM.

The fire system (Pump and Engine) shall be installed in the machinery compartment.

The fire pump shall be regulated via a PumpBoss 200 governor. Allows for control of the fire pump engine via either engine RPM or raw water discharge pressure.

Fire pump system will be outfitted with a thermal safety relief valve to ensure safe operation of the pump during extended fire - fighting events.

The governor also provides engine diagnostics, fault alarms, and engine operating information.

A Fireboy MA2 Series automatic / manual engine room flooding fire extinguishing system to be installed with manual pull cable at operator console.

Fire pump shall be installed with a welded aluminum thru-hull 8" suction and removable sea strainer. The suction line will be outfitted with a section of 8" "soft" hose to allow for pump vibration. A manual butterfly valve shall be installed to isolate the thru-hull.

A custom aluminum "Serviceable Sea Chest" will be installed in the machinery room. The sea chest will have an 8" male cam-lock welded to the thru-hull with an 8" female cam-lock water tight cap. The sea chest shall extend above the resting waterline such that the intake can be cleaned while the vessel is in the water.

Pump will supply a 6" diameter fire main running forward.

A 4" fire main branch terminating at a fire monitor station shall extend to the port bow. A 3" ball valve located in the fire locker below controls water flow to the monitor station.

A TFT Crossfire monitor capable of 1,250 GPM shall be installed with an adjustable nozzle for variable stages of fog and straight stream at the port bow monitor station.

A 3" fire main branch terminating at a fire monitor station shall extend to the starboard bow. A 3" ball valve located in the fire locker below controls water flow to the monitor station.

A TFT Crossfire monitor capable of 1,250 GPM shall be installed with an adjustable nozzle for variable stages of fog and straight stream at the starboard bow monitor station.

Valve Under Monitor (VUM) (Model AKM132113D) shall be installed at the port and starboard bow monitor stations. Each VUM shall be set up with three (3) 1.5" connections and one (1) 2.5" connection.

A 3" fire main branch terminating at a fire monitor station shall be located on the wheelhouse roof forward on centerline. This station shall be controlled at the port fire control console in the wheelhouse.

The roof-mounted monitor will be outfitted with an TFT Monsoon 12v electric monitor. Monitor is capable of flowing 1,250 GPM. A 12v electric ball valve will be located below the monitor to control water flow. Monitor will be controlled by joystick installed on the port fire control console inside of the wheelhouse.

A swept "Y" shall be installed in the roof monitor stand pipe and outfitted with a VUM. VUM shall be set up with three (3) 1.5" connections, one (1) 2.5" connection and one (1) 4" connection.

A 50 gallon fixed foam tank shall be installed. A Task Force Tips 2-1/2" self-educing foam nozzle shall be supplied and designed to run off either manual bow monitors. Foam induction is performed through a venturi at the nozzle.

A fill funnel shall be supplied for mess-free filling of the foam tank.

CBRNE DETECTION:

One (1) RAE System MultiRAE Pro with Gamma Radiation detection and wireless data

transmission shall be supplied with the vessel.

One (1) Laurus MiniRad-V G2 Radiation detector shall be installed in the vessel.

SEA TRIALS:

Vessel shall undergo seatrials prior to shipping. The seatrial will be arranged and scheduled with the City of San Diego. The cost of travel and lodging for the purpose of seatrials, will be borne by the City of San Diego. Typically, two full days of trials will be required on a vessel of this magnitude.

Seatrial tests shall be recorded and documented by the builder and shall be delivered with the craft.

Vessel shall be weighed by certified scales and documented by builder.

DOCUMENTATION:

One (1) Operation & Maintenance Manual shall be supplied with the craft. Includes OEM technical literature for all supplied equipment, operator/safety instructions, as-built boat drawings, as-built electrical system drawings.

Original Bill of Sale and Manufacturer's Statement of Origin documents shall be delivered with the boat conveying free and clear title(s).

WARRANTY:

One (1) year warranty from the date of acceptance, the vessel will be free from defects caused by faulty workmanship, installation or materials.

Fifteen (15) year warranty from the date of acceptance, to the hull, deck and consoles to be free from structural defects caused by faulty workmanship or materials.

OEM provided equipment will be covered by existing manufactures warranty.

SHIPPING / DELIVERY:

The vessel will be shipped over the road system via Yacht moving trailer. Vessel will be delivered to Driscoll Mission Bay Boat Yard, 1500 Quivira Way. San Diego, California 92109.

TOTAL PRICE: _____ \$1,098,747.00

1.75% (BAFO) DISCOUNT: ____ \$19,228.00

TOTAL PRICE, F. O. B. (Driscoll Mission Bay Boat Yard) _____ \$1,079,519.00

For William E. Munson Company,

Jon Wise, President