

Memorandum



Date: February 5, 2019

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award Contract No. FB-00968, NFPA 1925 Type III with Pumping Capabilities Vessels

Agenda Item No. 8(F)(13)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. FB-00968, NFPA 1925 Type III with Pumping Capabilities Vessel* for the Miami-Dade Fire Rescue Department. Initially, Fire Rescue will purchase two NFPA 1925 Type III with Pumping Capabilities Vessels. It is also recommended that the Board delegate to the County Mayor or County Mayor's designee the authority to exercise an option to purchase one additional vessel within the term of the contract. There is no existing County contract for the purchase of these vessels.

Fire Rescue is in need of a new fleet of vessels to deliver dependable and responsive fire or rescue services as required by the Captain of the Ports (COTP) and Miami-Dade County. Fire Rescue received a 2017 and 2018 Port Security Grant to replace the previous boats, and further augment PortMiami's security in Miami-Dade County, as well as within the COTP authority. The purchase of these vessels will ensure Fire Rescue can provide responsive emergency services and port security measures to visitors and residents that traverse through the waters of South Florida.

Seven responses were received by the solicitation closing date. The County notified 50 vendors upon advertisement. Outreach efforts included posting the draft scope to the future solicitations website, as well as researching and contacting 10 boat manufacturers for this type of vessel. The sole, local manufacturer identified during market research does not manufacture 50-foot vessels.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the four-year term is \$5,152,000 (if the Mayor exercises the option to purchase the third vessel). Fire Rescue is purchasing two 50-foot vessels with an option for a third vessel at approximately \$1.7 million each. The Department has two PortMiami Security Grants for a three-year period. Fire Rescue is applying for a third Port Security Grant for the last vessel. The first two vessels will replace the existing 50-foot vessel at PortMiami and the 36-foot vessel at Haulover. The last vessel will support the first two vessels. Both vessels are currently fully staffed so there is no operating impact to the Fire Rescue District budget.

Department	Allocation	Funding Source	Contract Manager
Fire Rescue	\$5,152,000	Port Security Grant and Fire Rescue District	Chief Andy Alvarez
Total:	\$5,152,000		

Track Record/Monitor

Vanessa Stroman of the Internal Services Department is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation, renewal and extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

An Invitation to Bid was issued under full and open competition. Seven bids were received in response to the solicitation.

Pursuant to Resolution No. R-477-18, the lowest bidder recommended for award is a non-local vendor. None of the vendors that responded to the solicitation were local. The local market is diminished due to the specialized nature and size of the boat, which is typically custom made by the boat manufacturer. The boat is equipped with a proven platform of which this family of vessels is currently in service with defense and police agencies, including the U.S. Coast Guard, U.S. Navy, and multiple other law enforcement and first responder agencies. All materials used to construct the boat are capable of prolonged exposure to sunlight, with high resistance to degradation from ultra violet radiation. State-of-the-art design and production is used to ensure the boats are produced efficiently and reliably. Based on market research conducted by staff, the boat manufacturers for this type of vessel are neither local, nor in the State of Florida.

Awardee	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Gravois Aluminum Boats, LLC dba Metal Shark	6814 E Admiral Doyle Drive Jeannerette, LA	None	0	Carol James Gravois, Jr.
			0%	

* Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendors' employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Lake Assault Boats, LLC**	No	Higher than lowest bid
MetalCraft Marine US, Inc.	No	
Safe Boats International, LLC	No	

** Vendor submitted four alternate bids.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Applicable Ordinances and Contract Measures

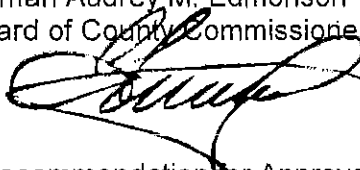
- The two percent User Access Program provision does not apply.
- The Small Business Enterprise Bid Preference does not apply.
- The Living Wage does not apply.



Maurice Kernp
Deputy Mayor

Memorandum



Date: February 5, 2019
To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
From: Carlos A. Gimenez 
Mayor
Subject: Supplemental to Recommendation for Approval to Award FB-00968 NFPA 1925 III
With Pumping Capabilities

Recommendation


It is recommended that the Board of County Commissioners (Board) uphold the County Mayor's recommendation and approve the award, *Contract No. FB-00968 NFPA 1925 III with Pumping Capabilities Vessel* for the Miami-Dade Fire Rescue Department. This item was withdrawn due to a protest of the award recommendation filed by MetalCraft Marine, Inc. (MetalCraft) on November 29, 2018. The protest was heard by a Hearing Examiner on December 14, 2018. The Hearing Examiner recommended that the County Mayor's award recommendation be upheld.

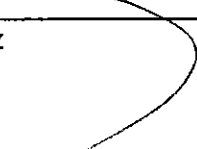
Background

MetalCraft protested the award recommendation on the basis that (1) Metal Shark did not meet the requirements of the solicitation with respect to its past experience and qualifications to have built five similar vessels in the past five years; (2) did not meet the performance capabilities and specifications of the solicitation; and (3) took exception to the technical specification capabilities and warranty specifications in the solicitation. However, at the hearing, MetalCraft seemingly abandoned all of its arguments in support of its bid protest except for the contention that Metal Shark was not qualified to perform the work, and did not have the past experiences.

The Findings and Recommendation of the Hearing Examiner (attached) determined that the County made a reasoned judgement in determining that Metal Shark was qualified under the solicitation and the County's decision to award to Metal Shark was based on facts, logic and the reasonable exercise of the wide direction afforded to the County in competitive solicitations. The Hearing Examiner concluded that MetalCraft has no standing to file a bid protest, it had no substantial interest in the solicitation as it was not the second lowest-bidder and it took material, non-waivable exceptions to the solicitation so as to render its bid non-responsive. Moreover, MetalCraft did not establish any dishonest or illegal conduct by the County, or any arbitrary or capricious decisions on the part of the County.

Attachment


Edward Marquez
Deputy Mayor



Harvey Ruvin
CLERK OF THE CIRCUIT AND COUNTY COURTS
Miami-Dade County, Florida



CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK CENTER
SUITE 17-202
111 N.W. 1st Street
Miami, FL 33128-1983
Telephone: (305) 375-5126

December 27, 2018

Mr. Bob Clark
MetalCraft Marine US, Inc.
347 Wellington Street
Kingston, Ontario K7K 6N7
Canada

Re: Bid Protest – Contract No. FB-00968 – NFPA 1925 Type III with Pumping Capabilities
Vessels

Dear Mr. Clark:

Pursuant to Section 2-8.4 of the Code and Implementing Order 3-21, forwarded for your information is a copy of the Findings and Recommendation filed by Judge Eugene J. Fierro, Hearing Examiner, in connection with the foregoing bid protest hearing, which took place on Friday, December 14, 2018.

Should you have any questions regarding this matter, please do not hesitate to contact Daysha McBride at 305-375-1293.

Sincerely,

HARVEY RUVIN, Clerk
Circuit and County Courts

By *Linda L. Cave*
Linda L. Cave, Acting Director
Clerk of the Board Division

LLC:dmeb

CC: Honorable Chairman Esteban L. Boyo, Jr. and Members, Board of County Commissioners (via email)

Mr. Bob Clark

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December 27, 2018

Honorable Carlos A. Gimenez, Mayor, Miami-Dade County (via email)
Maurice Kemp, Deputy Mayor, Miami-Dade County (via email)
Abigail Price-Williams, County Attorney (via email)
Geri Bonzon-Keenan, First Assistant County Attorney (via email)
Hugo Benitez, Assistant County Attorney (via email)
Monica Rizo, Assistant County Attorney (via email)
Jenelle Snyder, County Attorney's Office (via email)
Yolanda Negrin, County Attorney's Office (via email)
Elizabeth Alfonso Ruiz, County Attorney's Office (via email)
Madalis Gonzalez, County Attorney's Office (via email)
Cathy Jackson, Acting Commission Auditor (via email)
Dave Downey, Fire Chief, Miami-Dade Fire Rescue (via email)
Andy Alvarez, Marine Services Bureau Chief, Miami-Dade Fire Rescue (via email)
Tara C. Smith, Director, Internal Services Department (via email)
Namita Uppal, Chief Procurement Officer, Internal Services Department (via email)
Rita A. Silva, Procurement Management Chief, Policy and Legislation, Internal Service
Department (via email)
Jeanise Cummings-Labossiere, Vendor Services Manager, Internal Services Department
(via email)
Rene Guerrero, Procurement Vendor Service Specialist, Internal Services Department
(via email)
Reginald L. Hires, Procurement Quality Control Specialist, Internal Services Department
(via email)
Beth Goldsmith, Chief Negotiator, Internal Services Department (via email)
Lourdes Betancourt, Procurement Contracting Officer (via email)
Miguel DeGrandy, Holland & Knight (via email)
lglaeser@lakeassault.com, Lake Assault Boats, LLC (via email)
bob@metalcraftmarine.com, MetalCraft Marine US, Inc. (via email)
selanton@safeboats.com, Safe Boats International, LLC (via email)

**CLERK OF THE BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

METALCRAFT MARINE, INC.

Petitioner,

v.

**MIAMI-DADE COUNTY, and
GRAVOIS ALUMINUM BOATS d/b/a
METAL SHARK**

Respondent.

**IN RE: BID PROTEST OF NOVEMBER
19, 2018 RECOMMENDATION FOR
AWARD SOLICITATION NO. FB-00968
FOR NFPA 1925 TYPE III WITH
PUMPING CAPABILITIES VESSELS
FOR MIAMI-DADE FIRE RESCUE
DEPARTMENT**

RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida

DEC 24 2018

CLERK OF BOARD

ORDER RECOMMENDING DENIAL OF METALCRAFT MARINE, INC.'S PROTEST

Pursuant to Section 2-8.4 of the Code of Miami-Dade County, Florida ("County Code") and Implementing Order ("IO") No. 3-21, this matter came before the undersigned Hearing Examiner on the protest filed by MetalCraft Marine, Inc. ("MetalCraft") of the recommendation for award dated November 19, 2018. The undersigned hearing examiner has considered the MetalCraft's Notice of Intent to Protest and Formal Protest, the Miami-Dade County's (the "County") Pre-Hearing Brief, the Motion to Dismiss and Pre-Hearing Brief submitted by Intervenor, Gravois Aluminum Boats d/b/a Metal Shark ("Metal Shark") and the testimony and argument of the parties at the bid protest hearing held on Friday, December 14, 2018. Being fully advised in the premises, the undersigned finds and concludes that MetalCraft has not established a prima facie case, by pleadings, argument or evidence, that the County acted fraudulently, illegally, dishonestly or arbitrarily in recommending award of Solicitation No. FB-00968 for the purchase of up to three National Fire Protection Association 1925 Type III aluminum vessels fifty-foot (50') in length and with pumping capabilities (the "Solicitation") to the low bidder, Metal

Shark. Further, the undersigned finds that the County made a reasoned judgment in determining that Metal Shark was qualified under the Solicitation and the County's decision to award the Solicitation to Metal Shark was based on facts, logic and the reasonable exercise of the wide discretion afforded to the County in competitive solicitations. Accordingly, I hereby grant the County's and Metal Shark's motion for a directed verdict, recommend the denial of the bid protest, and affirm the County's recommendation to award the Solicitation to Metal Shark.

FINDINGS OF FACT¹

On November 19, 2018, the County Mayor's Office, on behalf of the Miami-Dade Fire Rescue Department ("MDFR"), filed its recommendation to award a contract ("Recommendation") resulting from Solicitation No. FB-00968 for the purchase of up to three National Fire Protection Association 1925 Type III aluminum vessels fifty-feet (50') in length and with pumping capabilities (the "Solicitation" or "ITB"). See Recommendation. The Recommendation sought to award a contract valued at an amount not to exceed \$5,152,000.00 for the purchase of two fire boats, and an option to purchase a third fire boat at an approximate cost of \$1.7 million each, to Metal Shark based on Metal Shark's low bid submitted in response to the Solicitation. *Id.*

The purpose of the Solicitation was to enter into a contract for the custom design, fabrication and delivery of two 50-foot fire boats for MDFR to be used to provide responsive emergency services and port security measures to visitors and residents traveling through South Florida waters. *Id.* Award of the contract resulting from the Solicitation was to be made to the "lowest price responsive, responsible Bidder who meets [the] minimum requirements" specified

¹ The facts set forth herein are drawn from the testimony provided at the hearing and the submissions of the parties, all of which were admitted into evidence without objection.

in the Solicitation. *See* ITB at 2.1. Bidders were asked to provide a lump-sum unit price per fire boat and to maintain the price firm and fixed during the term of the Contract. *Id.* at §4 Bid Submittal Form. The unit prices submitted by bidders were required to be irrevocable for 180 days after bid opening, *id.* at §1.2F(2), and were to include all specifications and requirements of the Solicitation, including that a professional certified engineer “approve and certify the vessel based on Lloyd’s Rules for Special Service Craft and ABYC standards including the electrical load calculation” after fabrication, *id.* at 2.4.1.7.

Because of the specialty and complexity of the fire boats sought by MDFR, the Solicitation included the following experience requirements: “Bidder must be the vessel’s manufacturer or fabricator who has experience in the field of building NFPA 1925 aluminum vessels,” and shall “provide at least four (4) verifiable references [and] . . . at least five (5) years in this type of business to demonstrate that they are regularly engaged and have sufficient experience and expertise in building NFPA Type vessels.” *Id.* at §§2.4.1 and 2.4.1.4. Additionally, “Bidder must have proof that it has built at least five (5) or more ‘like’ vessel within the last five (5) years,” and provide “photographs of five (5) different ‘like’ vessels built within the past five (5) years.” *See id.* at §§2.4.1.2 and 2.4.1.5, as amended by Addendum No. 2. The Solicitation also included numerous detailed specifications on the fire boats to be built. *See generally id.*, at §§3.2-3.12 and §§2.4.1.7-2.4.3.4.

The Solicitation contained strict deadlines for fabrication and delivery of the first fire boat and required payment and performance bonds, or cash equivalent, to secure the timely delivery of the first fire boat. The Solicitation expressly stated that payment would not be made until after delivery and acceptance of the fire boat. *See id.* at §1.35. The Solicitation also included detailed warranty requirements for the fire boats: a 15-year warranty on the “hull, structure, craftsmanship

and welds,” a 2-year full warranty against “faulty labor, craftsmanship errors, defective materials, or faulty equipment,” and a “[l]ifetime warranty on all glass to be free of leaks, defects, or build design.” *Id.* at §2.11(A). The warranty required the awarded bidder to “cover all warranty costs for parts, repairs, labor, and/or transportation during the warranty period.” *Id.*

On August 13, 2018- the bid due date- the County received seven bids. *See* Bid Tabulation Sheet. Metal Shark submitted the lowest bid at \$1,717,178.00 per fire boat. *Id.* Lake Assault Boats, LLC (“Lake Assault”) submitted the next 4 lowest priced bids; it submitted four alternative proposals. MetalCraft submitted the sixth lowest bid at \$1,779,143.00, which was approximately \$62,000 more expensive than Metal Shark’s bid. *Id.*

In its bid submittal package, Metal Shark included a list of fifteen key customers and contracts over the past 15 years, and that list included the fabrication and delivery of up to 18 patrol boats of 45-feet each to the United States Coast Guard to be used in Vietnam, of which the first 6 boats had already been delivered. *See* Metal Shark bid at 31. Metal Shark confirmed in its bid that “[i]n the past five years, Metal Shark has delivered over 100 vessels of the same or similar models, mission, performance, size (45’-160’) complexity, and/or powering” and provided a sample of some of those vessels, inclusive of a 50-foot fire response boat, a 55-foot fire response boat, a 45-foot patrol boat, a 45-foot pilot boat, and a 52-foot United States Navy security boat. *Id.* at 41-42. Metal Shark’s bid also included photographs of no less than 15 boats that were similar in size, performance, complexity and powering as those sought by the County. *Id.* at 13 and 44-50.

On November 22, 2018, MetalCraft filed its bid protest without a filing fee. *See* Intervenor’s Exhibit 2. On November 29, 2018, MetalCraft filed the basis for its bid protest along with the \$5,000 filing fee. *See id.*, and Intervenor’s Exhibit 3. In its written bid protest, MetalCraft

maintained that Metal Shark: (1) has not met the requirements of the Solicitation with respect to its past experience and qualifications having built five similar vessels in the past five years; (2) cannot meet the performance capabilities and specifications of the Solicitation; and (3) took exception to the technical specifications and warranty specifications in the Solicitation. *See* Bid Protest. However, at the hearing, MetalCraft seemingly abandoned all of its arguments in support of its bid protest except for the contention that Metal Shark was not qualified to perform the work, and did not have the past experience, sought by the Solicitation.

At the hearing, MetalCraft introduced the testimony of Mr. Bob Clark, the contracts manager for MetalCraft. Mr. Clark testified that the crux of MetalCraft's complaints and its bid protest were that Metal Shark lied and mislead the County with respect to its past experience and qualifications. Mr. Clark also testified that Metal Shark had been late in delivering another fire boat to another jurisdiction. Mr. Clark testified that Metal Shark lied about having constructed five "like" vessels in the past five years because Metal Shark did not construct five National Fire Protection Association ("NFPA") 1925 Type III fire boats in the past five years. Mr. Clark provided hearsay testimony that some individual with the County stated at the pre-bid conference that the minimum qualifications in the Solicitation required the winning bidder to prove that it had built five NFPA Type III fire boats in the past five years. However, Mr. Clark conceded that no written addenda had been issued by the County defining a "like" vessel, for purposes of the Solicitation, as a NFPA Type III fire boat.

Notably, Mr. Clark testified that the County had done nothing wrong in issuing and evaluating the Solicitation and in recommending the award to Metal Shark. Mr. Clark specifically testified that MetalCraft's position was that the County had not acted fraudulently, dishonestly, capriciously or arbitrarily in recommending award of the Solicitation to Metal Shark.

In response to questioning from Metal Shark's counsel and the County's counsel, Mr. Clark acknowledged that MetalCraft's bid only held the price open for 90 days, rather than the 180 days required by the Solicitation. Mr. Clark also acknowledged that the Solicitation required a certified professional engineer ("CPE") to approve and certify the vessel complied with the specifications in the Solicitation after fabrication, but admitted that MetalCraft did not include the price for the CPE in its bid. Mr. Clark admitted that while MetalCraft intended to provide the CPE price separately, it had forgotten to do so. Finally, Mr. Clark conceded that MetalCraft had taken exceptions to the warranty requirements of the Solicitation: it had only offered to provide a 15-year warranty against leaks on the fire boats, while the Solicitation required a lifetime warranty; it would not include the costs for hauling and launching for the two-year full warranty period, despite the fact that the Solicitation required the winning bidder to cover all costs including transportation; and it would only provide a 15-year warranty as required by the Solicitation if it did not also have to comply with the payment and performance bond requirements of the Solicitation.

MetalCraft did not provide any evidence or argument in its written bid protest or at the hearing that all of Lake Assault's bids were not responsive to the Solicitation or that Lake Assault was otherwise ineligible for award of the Solicitation.

APPLICABLE STANDARD OF REVIEW

Under the well-established Florida law applicable to public procurements, "[s]o long as such a public agency acts in good faith, even though they may reach a conclusion on facts upon which reasonable men may differ, the courts will not generally interfere with their judgment, even though the decision reached may appear to some persons to be erroneous." *Miami-Dade Cty. v. Church & Tower, Inc.*, 715 So. 2d 1084, 1089 (Fla. 3d DCA 1998)); *see also Liberty Cty. v. Baxter's Asphalt & Concrete, Inc.*, 421 So. 2d 505, 507 (Fla. 1982). The procuring agency has a

wide degree of deference, such that "an agency's action need only show a rudimentary rationality to be supportable." See *The Middlesex Corp. & Affiliates v. Dep't of Transp.*, Case No. 92-4858BID, 1992 WL 880725, *6 (Fla. Div. Admin. Hrg's Dec. 8, 1992) (citing *Adam Smith Enterps., Inc. v. Dep't of Env'tl. Reg.*, 553 So. 2d 1260, 1273 (Fla. 1st DCA 1989)). As such, in a protest, "the hearing officer's sole responsibility [in reviewing a protest] is to ascertain whether the agency acted fraudulently, arbitrarily, illegally, or dishonestly." *Dep't of Transp. v. Groves-Watkins Constructors*, 530 So. 2d 912, 914 (Fla. 1988).

It is not the procuring agency's burden to justify its decision; rather, it is the protester that bears the burden of demonstrating by a preponderance of the evidence that the agency's decision was "fraudulent, arbitrary, illegal, or dishonest or subverted the competitive bidding process." *Middlesex Corporation*, 1992 WL 880725 at *6.

CONCLUSIONS OF LAW

1. The Undersigned Hearing Examiner Has Jurisdiction To Consider This Bid Protest.

As a threshold matter, the undersigned Hearing Examiner rejects Metal Shark's and the County's position that MetalCraft's bid protest should be dismissed as a result of a late-filed fee and bid protest documents; undersigned Hearing Examiner has jurisdiction to consider this bid protest. Metal Shark and the County argued in their pre-hearing written submittals that the undersigned Hearing Examiner should dismiss MetalCraft's bid protest on what amounts to a lack of subject matter jurisdiction predicated on the fact that MetalCraft had failed to strictly adhere to the timelines for submittals of filing fees and bid protest materials set forth in Section 2-8.4 of the County Code and IO 3-21 governing bid protests. Section 2-8.4 of the County Code requires that a bid protest be filed within three working days of the issuance of the recommendation to award and that it be accompanied by a filing fee. Then, within three additional working days, the protester

must file all pertinent documents and relevant evidence with the Clerk of the Board, the County Attorney and all participants in the competitive process. See §2-8.4 of the County Code.

At the hearing, Mr. Clark conceded that MetalCraft did not file its bid protest filing fee of \$5,000 simultaneously with its filing of its bid protest on November 22, 2018. Mr. Clark testified that because of the Thanksgiving holidays, he had a difficult time speaking to someone at the Office of the Clerk of the Board on November 21, 22 and November 26, 2018 to determine the form of payment accepted by the Clerk and where payment should be sent. Mr. Clark acknowledged that the supporting evidence and documents were not submitted to the Clerk until November 29, 2018- 4 days after the bid protest. Yet, MetalCraft had until November 26, 2018 to timely file a bid protest and three work days thereafter would have been November 29, 2018.

The undersigned Hearing Examiner finds that neither the County nor Metal Shark were prejudiced by the late-filed filing fee nor by the November 29, 2018 submittal of all of the supporting evidence and related documents.

2. MetalCraft Has No Standing To Challenge The Recommendation.

MetalCraft's bid protest should be denied because it has no standing to challenge the Recommendation. In order to contest the award of a public contract to an apparent low bidder, a protester is "required to establish that it had a 'substantial interest' to be determined by the agency. A second lowest bid establishes that substantial interest." *Preston Carroll Co. v. Fla. Keys Aqueduct Auth.*, 400 So. 2d 524, 525 (Fla. 3d DCA 1981). Notably, a third lowest bidder is "unable to demonstrate that it [is] substantially affected; it therefore lack[s] standing to protest the award of the contract to another bidder." *Id.* (holding that third lowest bidder lacked standing to protest the award of the contract to the lowest bidder). Additionally, a protesting bidder also lacks standing if it can show that its bid does not suffer from any deficiencies so as to render it non-

responsive or not responsible; “[a]t the least, a party protesting an award to the low bidder must be prepared to show not only that the low bid was deficient, but must also show that the protestor's own bid does not suffer from the same deficiency. To rule otherwise is to require the State to spend more money for a higher bid which suffers from the same deficiency as the lower bid.” *Intercontinental Prop., Inc. v. State Dep't of Health & Rehab. Servs.*, 606 So. 2d 380, 384 (Fla. 3d DCA 1992).

MetalCraft lacks standing to protest the County's award of the Solicitation to Metal Shark because its bid protest suffers from these two fatal flaws: MetalCraft was neither the second lowest bidder, nor was its bid responsive to the Solicitation. MetalCraft's bid was the sixth lowest bid received by the County. The four alternate bids submitted by Lake Assault were all priced lower than MetalCraft's bid. *See Bid Tabulation*. In its written bid protest, MetalCraft did not allege nor provide any evidence that all of Lake Assault's bid were not responsive to the Solicitation or that Lake Assault was somehow ineligible for award of the Solicitation. In their written submittals, both the County and Metal Shark raised the argument that MetalCraft had no standing because it was not the second lowest bidder, yet at the hearing, MetalCraft still failed to address this issue or provide any argument or evidence to establish it was the second lowest bidder under the Solicitation. Under binding Third District precedent, MetalCraft has failed to establish that substantial interest in the Solicitation and it therefore lacks standing to challenge the Recommendation.

Further, MetalCraft lacks standing to challenge the Recommendation because the deficiencies and exceptions in its bid render it not responsive to the Solicitation. First, MetalCraft's bid is not inclusive of all requirements of the Solicitation; MetalCraft expressly excluded the price for the required CPE certification and forgot to include it separately. Second,

MetalCraft takes express exception to the warranty requirements of the Solicitation, such that it will only provide the required 15-year warranty for certain components of the fire boat if the County waives the requirement to provide a payment and performance bond, that it will not accept costs for hauling and launching associated with its warranties, and that it will offer only a 15-year instead of the lifetime warranty required for leaks. Third, MetalCraft takes exception to the requirement in the Solicitation that bidders hold their price for 180 days; MetalCraft's bid states that it will only hold its price for 90 days following the bid submittal date. Fourth, MetalCraft's bid takes exception to the requirement in the Solicitation that payment will be made upon full fabrication and delivery of the fire boat; MetalCraft's bid states it requires progress payments.

While MetalCraft characterized the variations in its bid as "minor irregularities," all of the aforementioned exceptions are actual material variances from the specifications published in the Solicitation that render its bid non-responsive. *See Robinson Elec. Co. v. Dade Cty.*, 417 So. 2d 1032, 1034 (Fla. 3d DCA 1982) (Courts look to the presence of two factors to determine whether a variance is substantial, and hence not waivable, "first, whether the effect of a waiver would be to deprive the [government] of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements, and second, whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition."); *see e.g. Matter of: Imperial Maintenance, Inc.*, B-247372 (Comp. Gen. May 22, 1992) ("A bid providing a lesser bid acceptance period than that specified in the solicitation is nonresponsive, and the deviation cannot be corrected or waived since a bidder offering a shorter acceptance period is not exposed to market risks and fluctuations for as long as its competitors are and may thereby gain an unfair advantage over bidders that offered the specified period.")

As MetalCraft's bid takes material exceptions which would render it ineligible for award of the Solicitation, it lacks standing to protest the County's decision.

3. The County Acted Properly And Well Within Its Discretion In Issuing The Recommendation.

The protester, MetalCraft, has not met its burden of demonstrating, by a preponderance of the evidence, that the County's decision to recommend award to Metal Shark was a result of fraud, illegality, dishonestly, or an arbitrary or capricious act. Indeed, MetalCraft stated numerous times at the hearing that the County did not act fraudulently, dishonestly, arbitrarily or capriciously. As such, a directed verdict in favor of the County and Metal Shark was warranted.

The County advertised and issued the Solicitation containing certain responsibility criteria that needed to be met by the bidders. The County determined that Metal Shark was the lowest-priced bidder that met the responsibility criteria established by the Solicitation. The County's determination was consistent with the intent and purpose behind Florida's competitive bidding laws: to "secure the lowest responsible offer and minor irregularities can be waived in effectuating that purpose." *Tropabest Foods, Inc. v. State of Fla., Dept. of Gen. Serv.*, 493 So. 2d 50, 52 (Fla. 1st DCA 1986) (citing to *Robinson Elec. Co., Inc.*, 417 So. 2d at 1034). MetalCraft presented no evidence that the County's determination to award the Solicitation to the low-bidder was predicated on anything other than facts, logic and an exercise of the broad discretion afforded the County in competitive solicitations.

The undersigned Hearing Examiner finds that the issue of whether Metal Shark met the requirement in the Solicitation that it must have built at least five "like" vessels in the past five years and show pictures of such vessels is one of responsibility, not responsiveness. Responsibility "deals with whether the bidder or proposer can perform as provided in the solicitation. In general, solicitation requirements for information relating to a bidder or proposer's financial condition,

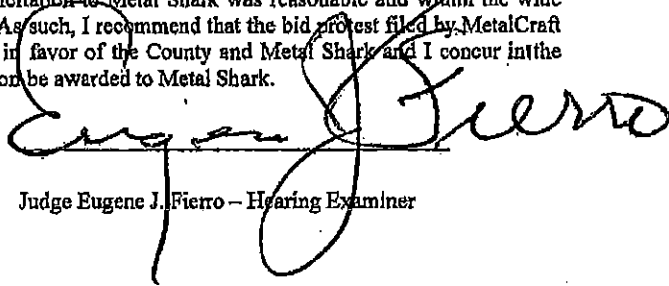
capability, experience and past performance relate to responsibility." *See* IO 2-13. Determinations of bidder responsibility are made "fundamentally ones of business judgment and policy and should not be covered in responsiveness determinations of the County Attorney's Office." *Id.*

Here, the Solicitation simply stated that bidders had to demonstrate they had prior experience building "like" vessels. The Solicitation did not state a "like" vessel had to be a NFPA Type III fire boat and the Solicitation was never modified via addendum to include a definition of "like" that limited the definition to NFPA Type III fire boats. *See* §1.2D(2) ("The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued.") Therefore, the undersigned Hearing Examiner finds that the County was well within its discretion in determining that Metal Shark met this minimum qualification by relying upon the information in Metal Shark's bid package. Included in its bid package was a list of fifteen key customers and contracts for Metal Shark over the past 15 years, and that list included the fabrication and delivery of up to 18 patrol boats of 45-feet each to the United States Coast Guard to be used in Vietnam, of which the first 6 boats had already been delivered. Metal Shark's bid specified the fabrication and delivery over the past five years of a 50-foot fire response boat, a 55-foot fire response boat, a 45-foot patrol boat, a 45-foot pilot boat, and a 52-foot United States Navy security boat.

MetalCraft did not address any of the other arguments raised in its written bid protest at the hearing. As such, the undersigned Hearing Examiner deems those arguments waived and does not address them in this order.

CONCLUSION

MetalCraft has no standing to file this bid protest; it had no substantial interest in the Solicitation as it was not the second low-bidder and it took material, non-waivable exceptions to the Solicitation so as to render its bid non-responsive. Moreover, MetalCraft did not establish any dishonest or illegal conduct by the County, or any arbitrary or capricious decisions on the part of the County. The undersigned Hearing Examiner concludes that the County's Recommendation to award the Solicitation to Metal Shark was reasonable and within the wide discretion afforded to the County. As such, I recommend that the bid protest filed by MetalCraft be denied, I order directed verdict in favor of the County and Metal Shark and I concur in the Recommendation that the Solicitation be awarded to Metal Shark.



Judge Eugene J. Fierro - Hearing Examiner



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: February 5, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(13)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(13)
2-5-19

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF CONTRACT NO. FB-00968 FOR PURCHASE OF NFPA TYPE III WITH PUMP CAPABILITIES VESSEL FOR MIAMI-DADE FIRE RESCUE DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED \$5,152,000.00 FOR A FOUR-YEAR TERM; AUTHORIZING THE PURCHASE OF TWO VESSELS; DELEGATING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO EXERCISE THE OPTION TO PURCHASE ONE ADDITIONAL VESSEL; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION, RENEWAL AND EXTENSION PROVISIONS PURSUANT TO SECTION 2-8.1 OF THE CODE AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves award of Contract No. FB-00968 for purchase of NFPA Type III with Pump Capabilities Vessel for Miami-Dade Fire Rescue Department (the "Contract") as set forth in the incorporated memorandum in a total amount not to exceed \$5,152,000.00 for a four-year term, authorizes the County Mayor or County Mayor's designee to purchase two vessels under the Contract, delegates to the County Mayor or County Mayor's designee the authority to exercise the option to purchase one additional vessel under the Contract; and authorizes the County Mayor or County Mayor's designee to execute the Contract for and on behalf of Miami-Dade County and to exercise all

provisions of the contract, including any cancellation, renewal and extension provisions pursuant to 2-8.1 of the Code and Implementing Order 3-38. A copy of the Contract is on file with and available upon request from the Internal Services Department, Strategic Procurement Division.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

- | | |
|--------------------------------|----------------------|
| Audrey M. Edmonson, Chairwoman | |
| Rebeca Sosa, Vice Chairwoman | |
| Esteban L. Bovo, Jr. | Daniella Levine Cava |
| Jose "Pepe" Diaz | Sally A. Heyman |
| Eileen Higgins | Barbara J. Jordan |
| Joe A. Martinez | Jean Monestime |
| Dennis C. Moss | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of February, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Hugo Benitez



Metal Shark Aluminum Boats

Item: NFPA 1925 TYPE III VESSEL FOR MDR

Attachments

Miami-Dade County FB-00968 Volume 1 - Proposal and Solicitation Documents.pdf

Miami-Dade County FB-00968 Volume 2 - Company Information.pdf

ANNEX A - 50 DEFIANT VESSEL RENDERINGS.pdf

ANNEX B - 50 Defiant Miami-Dade GA.pdf

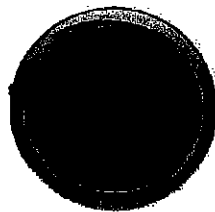
Annex C - Solicitation Documents.pdf

Addendum 5 - Acknowledgement.pdf



BID# FB-00968 – VOLUME 1 – TECHNICAL PROPOSAL

RFQ SUBMITTED BY:



METAL SHARK

**Gravois Aluminum Boats d.b.a. Metal Shark
6814 E. Admiral Doyle Drive
Jeanerette LA, 70544**



August 3, 2018

Miami-Dade Fire Rescue
901 South American way, Terminal H
Miami, FL 33132

Dear Miami-Dade County Fire Rescue,

Metal Shark is pleased to provide the enclosed information as a response to the above reference solicitation to the Miami-Dade County Fire Rescue Department for Metal Shark's 50 Defiant vessel for BID# FB-00968.

Metal Shark proposes its 50 Defiant which meets and exceeds the requirements specified in the tender. The proposed vessel is a proven platform of which this family of vessels is currently in service with defense and police agencies, including the U.S. Coast Guard, U.S. Navy, and multiple other Law Enforcement and First responder agencies as well as Fire Departments domestically and internationally. ✓

Metal Shark will complete the vessel and have it ready to ship in 365 days or less from receipt of Purchase Order, and additionally, are offering an extended warranty and complimentary training at no additional cost.

Metal Shark appreciates this opportunity and we look forward to any questions, comments or Clarifications you may require.

Warm Regards,

Dean Jones
Director of Sales
Metal Shark
djones@metalsharkboats.com
(561) 909-9788



Miami-Dade County Fire rescue
Bid No: FB-00968

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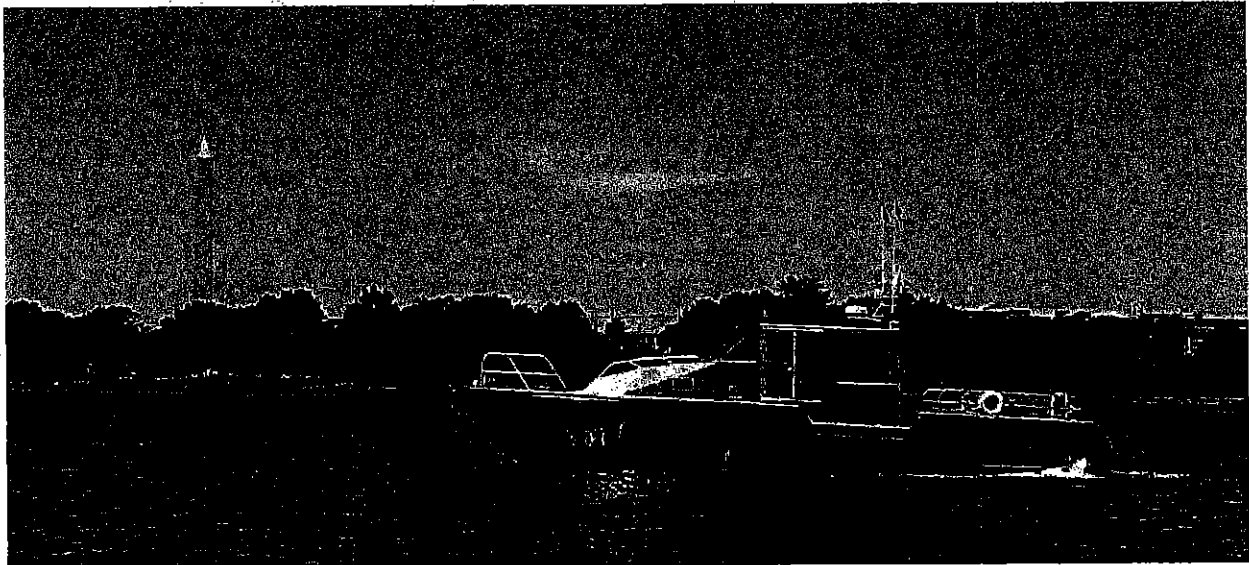
Miami-Dade County Fire Rescue
Bid No: FB-00968

EXECUTIVE SUMMARY

Overview

Gravois Aluminum Boats, d.b.a. Metal Shark, is based in Jeanerette, Louisiana and has a 25+ year history constructing well-regarded commercial and military boats. Gravois began producing Metal Shark-branded boats in 2004 with the award of its first US military contract, the US Coast Guard Trailerable Aides to Navigation Boat (TANB) program. Since then, Metal Shark has grown exponentially and has delivered boats to the US Navy, US Army and US Coast Guard as well as multiple state agencies and local municipalities.

Metal Shark's fifty in-house naval architects, marine engineers and mechanical engineers oversee every aspect of boat design, from hull to outfitting. Metal Shark uses state-of-the-art design and production methods to ensure these complex vessels are produced efficiently and reliably at reasonable costs.



Metal Shark takes great pride in the depth of engineering expertise and demonstrated success designing and constructing high-performance, v-bottom vessels and is pleased to bring that experience to the Hawaii DNR. The proposed vessels are based on well performing hull designs with an exceptional ride and are already in service across the United States as well as internationally.

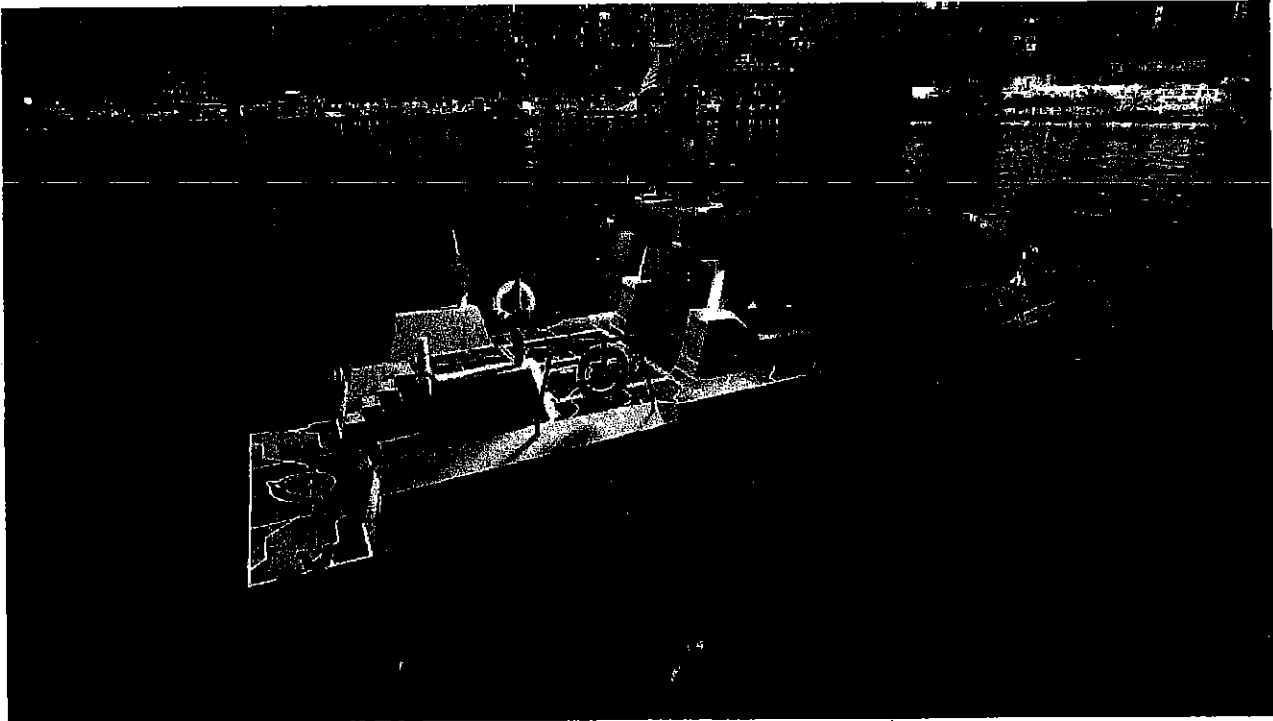
Metal Shark is proud to provide the following information for the 50 Defiant. We are pleased to offer an innovative, customized version of this vessel with the outlined specification requirements. Metal Shark strove to configure a boat to meet all mission requirements while providing significant innovation for the specific mission.



Miami-Dade County Fire rescue
Bid No: FB-00968

50 DEFIANT VESSEL ARRANGEMENTS

The Defiant series is the most popular Metal Shark Platforms. It features a large flat single level working deck with full sized cabin. It is designed to be a crew-friendly boat, optimized for movement, visibility, protection, and functionality. The proposed 50 Defiant is the vessel specified in the RFQ and all specifications will be met.



50 Defiant – Miami-Dade Platform Underway

Design and Construction

Materials

The Metal Shark 50 Defiant is a welded aluminum pilot house craft specifically designed for high speed and tactical operations in a wide range of environments and conditions. The Metal Shark-designed hull is the foundation for this well-riding, predictable craft. The high deadrise will assure a safe, smooth, ride and the wide water plane area will increase stability. The boat shall have anti-fouling bottom paint applied.

The craft will be constructed of all new components. No used or refurbished components will be used. The craft will be built in accordance with ABYC standards; Hull scantlings will be in accordance with ISO 12215-5:2.

Metal Shark's construction utilizes heavy gauge 3/8" and 1/4" 5086 aluminum plating for the hull bottoms and Keel; 1/4" 5086 plating is used for the hull sides, bulkheads, girders and stringers. The vessel's design features tightly spaced bulkheads and stringers which reduce panel size and increases strength with a negligible increase in weight. The hull, deck and console are constructed of cut and formed aluminum. The elimination



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of structural extrusion prevents the welding of dissimilar aluminum alloys. All structural items remain 5086 aluminum.

Metal Shark constructs vessels using on only 316L marine-grade stainless steel for hardware/parts exposed to sea water and spray. Dissimilar metal contact is reduced by design. Where dissimilar metals must contact, isolation is used to reduce corrosion

All materials used to construct the 50 Defiant are capable of prolonged exposure to sunlight, with high resistance to degradation from UV radiation. Metal Shark beds all joints with commercially available 3M 4200 Marine sealant which offers excellent water resistance, sealing and structural characteristics. Additionally, when service is needed it can easily be removed and replaced as needed.

Construction

The Metal Shark 50 Defiant is a welded aluminum mono-hull complemented by a cabin w/ pillarless glass for increased safety and visibility. The Metal Shark structure is designed to create an extremely strong, lightweight, vessel. Advanced 3D modeling and finite element analysis is used to reduce weight and increase strength. Lightening holes and aircraft style construction are used to reduce weight while retaining structural integrity. All construction is completed in accordance with ISO Standard 12215.

The hull scantlings are constructed predominately 3/8" and 1/4" material. The hull skin, chines, and hull side are 1/4"; bulkheads, also 3/8" and 1/4", are spaced 36" or less apart. Two full-height, 5/16" girders run longitudinally from the inner hull surface to the floor. Supplemental 1/4" x 4" (vertically) longitudinal stringers run inboard and outboard of the main girder system. These stringers reduce panel size and create a strong and robust structure.

Metal Shark has extensively invested in advanced CAD/CAM design and manufacturing processes. This investment assures a high quality repeatable craft with more advanced design features and utilization of space. All structural components are cut on a CNC router and pressed on a hydraulic CNC press. Once the parts are ready for assembly, large jigs are used to assure a fair hull with no waves or discontinuities.

Welding

The full length keel is welded providing the solid backbone necessary for a long service life. The bow sections are double plated to allow repeated beaching and impact with sharp objects. Any required double plating will be completely welded preventing corrosion.

The 1/4" bottom plating and secondary keel guard (if required) are completely welded and connected to the deck with full-height stringers and bulkheads. All under-floor members are carried from the inside of the hull to the underside of the deck to maximize strength and durability.

As with all Metal Shark vessels, welding is in accordance with AWS standards. Welding procedure, testing, and qualification will be conducted in accordance with AWS standards.

Maintenance Accessibility

In all Metal Shark watercraft, access for maintenance and repair is of the highest concern. The proposed 50 Defiant will have no sealed compartments incapable of being inspected, repaired, or maintained and all spaces will be easily accessible. Metal Shark will deliver a craft capable of being easily serviced throughout



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its life. Lowering Total Ownership Costs are a key focus of Metal Shark; easily accessibility speeds maintenance and repairs, sharply lowering required man hours.

All electrical and mechanical components are installed in a manner to facilitate easy maintenance and repair. Access to equipment and storage spaces will be easily accomplished by crew wearing dry suits, life preservers or other protective gear. The fuel tanks and associated hoses and fittings will be accessible in accordance with ABYC standards.

Bilge Access

All Bilge areas are open and water will flow freely from all parts of the craft, below the deck, to the aft mounted bilge pumps. All areas of the bilge are accessible by the crew for easy damage control and inspection. Bilge access plates and hatches will be removable without the use of special tools. The main bilge areas will be accessed through watertight, quick-acting hatches. All hatches and access plates will close securely and will not rattle.

50 Defiant Hull

The 50 Defiant provides an excellent ride, thanks to a hull that has been specifically balanced for the cabin and crew layout configuration. This assures the vessel will steer a straight course and turn predictably and safely without hooking a chine or exhibiting other unnatural turning behaviors. The 50 Defiant's balanced hull design inherently reduces the likelihood of crew ejection and increases the ability of the crew to operate safely during tactical maneuvers.

The entire structure of the vessel is made of highly durable, corrosion-resistant 5086 aluminum alloy. All construction is in accordance with ISO Standard 12215. Metal Shark has invested extensively in advanced CAD/CAM design and manufacturing processes. This investment assures a high quality, repeatable design with more advanced features and utilization of space. All structural components are digitally designed, precision-cut on a CNC router, and then pressed on a hydraulic CNC press.

50 Defiant Accommodations

The 50 Defiant's biggest differentiator is the pilothouse, cabin arrangement and space utilization. The Metal Shark 50 Defiant is optimized for long and short range missions and crew comfort even in the harshest conditions.

The pilothouse is built with high quality automotive-style windows providing almost unimpeded field of vision. Unlike other pilothouses with small framed windows, Metal Shark's "pillarless glass" cabin arrangement significantly increases crew visibility and awareness. Oversized overhead spotter windows allow upwards visibility; top-mounted windows come with retractable shades to reduce heat load.

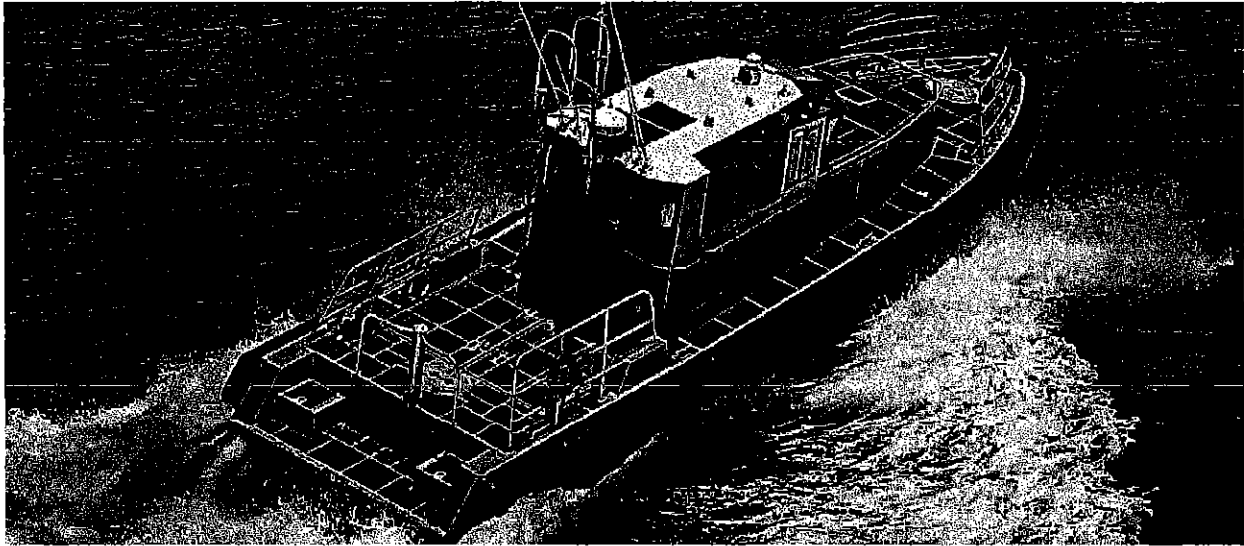
The oversized pilothouse is typically provided with seating in shock-mitigating seats. An oversized center aisle way provides easy transit aft to fore, with access to the forward below decks area via the centerline doorway.

Crew spaces are cooled by heavy-duty Dometic A/C units powered by a separate marine generator, keeping the interior cool and comfortable even in the most severe environments.

50 Defiant Deck Layout



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The 50 Defiant boasts a superior layout combined with innovative features, allowing the crew to safely and efficiently perform multi-mission operations. Oversized port and starboard side walkways provide quick and safe access forward and aft, with dive reliefs on both sides facilitating water access. A Wing solid foam collar or rub rail surrounds the craft, providing impact protection during alongside maneuvers.





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Other Key Technical Features

Noise and Vibration Reduction

Special care was given to noise, vibration and harshness during the design of the Metal Shark 50 Defiant. Special attention will be given to sound attenuating materials to further reduce crew exposure to noise.

Metal Shark uses Polyethylene foam blocks or expanding pour foam for both sound attenuation and flotation applications. This readily-available material meets all requirements and can easily be replaced or temporarily removed for service. For example, should the hull require a welding repair, the foam can be easily removed for this service to be completed.

All components are installed and mounted in a way to reduce metal to metal contact and vibration. All equipment is installed to prevent rattling. Mounts for removable equipment and accessories, including items moved for towing or transport are provided with resilient material as necessary to prevent rattling. In the event two metal items need to come in contact Metal Shark installs a gasket to prevent vibration and rattling. In all areas self-locking fasteners will be used.

All components have been engineered and tested to assure no natural period of vibration within 70% and 140% of the impeller blade speed.

Design Maturity

The proposed vessel is a 50-foot welded aluminum mono-hull based upon the commercially available, off the shelf (COTS) production version of the Metal Shark Defiant. The 50 Defiant, in terms of hull form and structural design, is directly traceable to over 50 production boats of the same design and over 500 of the same family of designs which have been in service for a minimum of five years. Defiant's have been delivered to the US Navy, US Coast Guard as well as multiple state, local, International and private agencies, for service both CONUS and OCONUS.

External Markings

Metal Shark can provide lettering in any of the proposed colors and will apply paint and/or markings at customer direction. Metal Shark will provide renderings for final approval prior to construction.

Service Life

The Vessel will easily meet the expected service life required per the specification with no maximum hour caveats. Metal Shark takes special care to design craft that will exceed minimum lifespan requirements but will also ease and lessen the cost of the major overhaul process.

The Hull/deck, cabin and console, fuel tank and propulsions systems are all modular components. Metal Shark has extensively carried the modular component design point throughout the craft. The dash plate will be replaceable using hand tools (without welding) when new electronics systems are installed. All foam flotation and fabric items will be easily removable to assure any foam saturation is easily corrected. The hull and deck structure will have an expected service life of 20 + years.



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Operating Conditions

General

Metal Shark understands the multi-mission requirements of the 50 Defiant and has made numerous customizations to support the stated missions of the platform. The 50 Defiant is capable of operating in coastal areas, both inshore and offshore. The high- performance hull is designed to operate in less than 24" of water and the craft layout is optimized specifically for Fire, First Responder and Search and Rescue missions.

Condition	Specification
Crew and Passengers	(1) Minimum, (18+) Maximum
Static Draft	30"
Operating Sea States	14'+ seas survivable, 8' seas fully capable
Operational Air Temperature	0° F to 120° F
Operational Water Temperature	28° F to 105° F
Road Trailerable	Yes (trailer available), Permit Required
Annual Operating Hours	Unlimited

Table 1.1-1: Operating Conditions

The Metal Shark 50 Defiant will perform in all conditions defined in the SOW: day or night, stored in the water or on a trailer, in Miami-Dade County's environmental conditions.

Performance

Speed, Range, Acceleration and Endurance

The vessel's max speed will be 42-45+ knots, depending on loading conditions, and will cruise at 25-35 knots in normal operating conditions. The boat will far exceed a range of 250 nautical miles.

Maneuver and Sea Keeping

The Metal Shark hull has been specifically balanced for the console and crew layout configuration which assures it will steer a straight course, turn predictably and safely without hooking a chine or unnatural turning behaviors. This design in itself will reduce the likelihood of crew ejection and increase the ability of the crew to operate safely during tactical maneuvers.

Well-developed running strakes and a warped bottom plate ensure the craft carries the bow well and prevents unnecessary pounding and spray. At all speeds the craft will maintain a steady inboard heel and will come back smartly back to level when returned to a steady course.

Crash stops, high speed evasive turns, and tactical maneuvers are easily and safely achieved in this craft. While the Metal Shark is specifically designed for rough water operation and crew safety, she is very capable of shallow water operations; stable at low speeds, in as little as 30" of water. The 50 Defiant Series boat has been previously delivered to other agencies and have been tested and accepted by the US Coast Guard according to the same tests outlined in the SOW, including the ABYC line, the Quick Turn and backing tests.



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Metal Shark will install flotation foam under the floors and gunnels as well as in the bow and stern to assure ABYC H-8 flotation characteristics. The foam flotation will be designed to create a "ring" around the inner portion of the craft. Polyethylene removable foam blocks or expanding pour foam will be located throughout. If swamped, the boat will float level and serve as a survival platform

50 Defiant Principle Characteristics

The principle characteristics of the proposed Metal Shark 50 Defiant are detailed below:

Characteristics	Metal Shark 50 Defiant
Length (ft.)	50' + appendages
Beam, Overall (ft.) with collar	8'6" (With Collar)
Height (ft.) on trailer	15' + Rub Rail
Propulsion	Twin Volvo 1000HP Engines/MJP Jets (With EPA Waiver)
Fuel Capacity	300 gal
Estimated Speed (knots)	25-35 + kts cruising, 40-45+ kts WOT
Endurance	250 nm
Towing Capacity	20,000 + lbs
Crew Enclosure	Full pilothouse
Seating (number of persons)	Customizable
Communications	VHF Radio Full Electronics Suite
Deck options	Safety Rails Tow package Lighting Package
Fire/Rescue Equipment	Full Pump and Foam Capabilities
Towing Capability	Yes

Table 1.1-2: Principle Characteristics

TECHNICAL SPECIFICATION RESPONSES

50 Defiant

MODEL AND SPECIFICATIONS

Metal Shark intends to offer our 50 Defiant. Metal Shark will meet all of the performance and intended use requirements as specified. Specifications will be met exactly as written unless noted below. Detailed information is included in the BID Documents as required.

Detailed Technical Responses for Sections 2 and 3 of the Specifications are included in Annex C with all Solicitation Documents.



Miami-Dade County Fire rescue
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TRAINING

Overview

Critical to the ability of the crew to be able to safely and efficiently operate and maintain the vessel is their understanding of the systems and performance characteristics of the craft as well as maintenance requirements. Metal Shark will provide complimentary comprehensive classroom and underway operational familiarization training. The course is designed provide an overview of all systems, equipment and operational characteristics to quickly qualify them to operate and maintain the vessel. This training will cover technical materials review with a purposeful underway period to ensure each crewmember has both a technical and hands-on on working knowledge of the craft.

Training Objectives

This course is designed to enhance maritime capabilities by providing participants with the basic knowledge and skills necessary to safely operate the Metal Shark vessel. Training offered will encompass boat operations, engineering familiarization and basic maintenance procedures. The goal of the course is to assist in closing the initial knowledge gap that exists with the acquisition of a new vessel and bring operators and maintenance personnel up to speed as quickly as possible.

Background

As part of its training and support responsibilities, the Metal Shark training team is tasked with developing, documenting and delivering comprehensive training programs approved by the US government to meet operational level and intermediate level maintenance training needs. During course development, serious considerations is given to all possible instructional delivery constraints such as the allocated training time per, available on-site resources and facilities, as well as estimated student experience and skill levels

Course Schedule

The 2-day schedule noted below is for example purposes only. Unexpected logistical challenges, weather, daily operations and collateral duties of participants may speed up or slow down pace of course. The varying levels of participant base knowledge and skill sets in some subjects over others can vary the time allotted per topic; Metal Shark's trainers will speed up or slow down as needed to ensure complete understanding for all participants. The training schedule will be modified per MDR Specifications.

DAY 1	DAY 2
INSPECTION & INVENTORY	STARTUP / SHUTDOWN
INVENTORY	MANEUVERING
COURSE INTRO	MAN OVERBOARD
BOAT OVERVIEW	DOCKING
LUNCH	LUNCH
BOATSIDE TRAINING	NAVIGATION
LAUNCH BOAT	TOWING



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REACTIVATION	ANCHORING
FUELING	UNDERWAY PRACTICE
SEATRIAL	UNDERWAY PRACTICE

Sample 2-Day Training Schedule

Course Curriculum

Metal Shark's typical basic training course consists of five modules instructed through classroom presentations, interactive discussion and practical underway exercises. Instructors emphasize participant interaction and discussion throughout the course to ensure that the information taught is being understood and can be applied during real-world conditions. Metal Shark's training courses are tailored around the specific vessel being delivered and is further customized to every customer's needs, challenges and objectives. A sample curriculum is provided below for example purposes only:

Module 1: Course Introduction

- Introduction / About Metal Shark
- Boat Inspection / Inventory / Logistics
- Vessel Overview

Module 2: Boat Operations

- Daily Boat Inspections
- Startup / Shutdown
- Launch / Recovery
- Mooring
- Close Quarter Maneuvering
- Navigation (Day only)
- Man overboard drills
- Towing (Side & Astern)

Module 3: Electronics & Auxiliary Systems (Tailored to Exact Vessel Configuration)

- Electrical Systems
- Cockpit Controls and Switches
- Onboard Generator and A/C System (if applicable)
- Dewatering Systems
- Radio Communications
- Electronic Navigation System
- Automatic Identification System (AIS)
- Water systems (fresh, black and raw)

Module 4: Propulsion Systems

- Engines Specifications & Theory of Operation
- Optimal Performance Recommendations

Module 5: Preventative Maintenance

- Exterior Hull
- Interior/ Bilge/Cabin Surfaces and equipment
- Propulsion System Maintenance
- Troubleshooting



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- Basic Emergency Casualty Control
- Recommended tools, lubricants, adhesives
- Basic Maintenance Plan and Schedule

At the end of the training course, ample time is allotted for final Q&A followed by a final review of all major concepts. Attendees will be asked to complete a course critique survey so that Metal Shark can continually improve training programs. Each attendee will receive a training certificate of completion.



METAL SHARK STATEMENT OF WARRANTY

Vendor warranties the new vessels to the original purchaser only. Warranties are as follows:

24 MONTH COMPLETE BOAT WARRANTY

Metal Shark provides a total end-to-end warranty for the vessel, including any components manufactured by Metal Shark and the installation workmanship of any Metal Shark-installed OEM components. Defects of the OEM components are warranted by the individual OEMs and managed on a "pass-through" basis by Metal Shark, subject to the OEMs' stated warranty terms, conditions and exclusions. Please refer to individual OEM statements of warranty for details.

- Term** Twenty-Four (24) months from acceptance of vessel by the customer
- Remedy** Metal Shark will repair or replace any affected item and will bear the cost of such remedy entirely. Metal Shark reserves the right to direct the vessel to a local repair facility of their choosing, request the vessel be returned to Metal Shark's manufacturing facility or direct subcontracted personnel to affect repairs. It will be the responsibility of the customer to make the vessel and/or its component problem available at an agreed location or to personnel designated by Metal Shark to remedy the warranty issue.
- Exclusions** Warranty does not cover normal wear and tear or cosmetic damage; failures due to neglect, improper operation or insufficient maintenance are also excluded. Misuse or abuse of systems or alteration of or modifications made to systems, hull, or components without prior authorization shall not be covered.

FIFTEEN YEAR STRUCTURAL WARRANTY

Structural warranty encompasses the structural integrity of hull, deck and console structures that are aluminum. The warranty covers workmanship of fabricated elements.

- Term** Fifteen (15) Years from acceptance of vessel by the customer
- Remedy** Structural repair or replacement shall be done at the discretion of the Builder. It will be the responsibility of the Owner to bring the vessel at his expense to Metal Shark or an agreed-upon facility capable of remedying the warranty issue. No warranty work will be performed without an agreed cost approved by the Builder.
- Exclusions** Staining, corrosion or marring of the surface of the aluminum are not warranted. Deterioration or failure due to abuse, neglect or stress beyond the intended design parameters of the vessel are also not covered.

OEM COMPONENT WARRANTIES

Individual components of the vessel, purchased by the Builder and installed on the vessel, are warranted by the Original Equipment Manufacturers (OEMs) that provide such components. i.e.: engine by engine manufacturer, etc. For the term of the Complete Boat Warranty, warranty claims for such components are managed by Metal Shark with the OEM(s) on behalf of the customer. Thereafter, the customer shall work directly with the OEM to file and resolve any warranty claims.

- Term** Varies by OEM. Metal Shark will supply a list of all OEM warranties whose term exceeds the Complete Boat Warranty.

Gravols Aluminum Boats, LLC dba Metal Shark • 6814 E. Admiral Doyle Rd • Jeanerette, LA 70544 • (337) 364-0777 • warranty@metalsarkboats.com



Miami-Dade County Rescue
Bid No: FB-00968

Remedy After the Complete Boat Warranty expires, Metal Shark will not be responsible for remedying any component failures unless such failure is determined to involve faulty original installation or the installation contributed to the failure in any other way. In such cases, it will be the responsibility of the Owner to make the vessel and/or its component problem available at an agreed location to remedy the warranty issue.

Exclusions Varies by OEM, see individual OEM Statements of Warranty for details. Metal Shark will not warranty the installation of any component if the failure was caused by misuse or abuse of systems or alteration of or modifications made to systems, hull, or components without prior authorization. Neglect, improper operation or insufficient maintenance are excluded as are normal wear and tear or cosmetic damage.



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ANNEX A: VESSEL RENDERINGS

Renderings represent the general requirements. Final drawings will be edited and sent to the Miami-Dade County Fire Rescue for approval prior to commencement of construction.



Miami-Dade County Rescue
Bid No: FB-00968

ANNEX B: VESSEL GENERAL ARRANGEMENTS

Drawings represent the general requirements. Final drawings will be edited and sent to the Miami-Dade County Fire Rescue for approval prior to commencement of construction.



Miami-Dade County Rescue
Bid No: FB-00968

ANNEX C: SOLICITATION DOCUMENTS

Drawings represent the general requirements. Final drawings will be edited and sent to the Miami-Dade County Fire Rescue for approval prior to commencement of construction.



Miami-Dade County Rescue
Bid No: FB-00968

ANNEX D: ADDITIONAL ONLINE INFORMATION

Metal Shark Website: www.metalsharkboats.com

Metal Shark Intro Video: <https://vimeo.com/193325022>

Metal Shark Overview Video: <https://vimeo.com/147855131>

Metal Shark General Video Page: <https://vimeo.com/metalshark>

Metal Shark – US Navy PBX Video:

https://vimeo.com/214266066/7bae855d91?utm_source=email&utm_medium=vimeo-cliptranscode-201504&utm_campaign=28749

NOTE: Latest US Navy Project for a minimum of 100 vessels with a + 60 units pending order

Metal Shark 55 Defiant Video: <https://vimeo.com/137405343>

Metal Shark 75 Endurance Fire/CBRNE Video: <https://vimeo.com/134084650>

Metal Shark 75 Endurance DSV Video: <https://vimeo.com/148443094>

Metal Shark 45 Defiant Pilot Video: <https://vimeo.com/265593813>

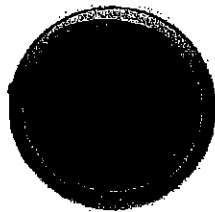
Metal Shark 45 Defiant Video: <https://vimeo.com/152560635>

Metal Shark Dutch Caribbean Coast Guard Fleet Video: <https://vimeo.com/268893444>



BID# FB-00968 – VOLUME 2 - COMPANY INFORMATION

RFQ SUBMITTED BY:



METAL SHARK

**Gravois Aluminum Boats d.b.a. Metal Shark
6814 E. Admiral Doyle Drive
Jeanerette LA, 70544**



METAL SHARK

METALSHARKBOATS.COM

August 3, 2018

Miami-Dade Fire Rescue
901 South American way, Terminal H
Miami, FL 33132

Dear Miami-Dade County Fire-Rescue,

Metal Shark is pleased to provide the enclosed information further explaining the capabilities of Metal Shark as a company to the Miami-Dade County Fire Rescue Department for Metal Shark's 50 Defiant vessel for BID# FB-00968.

Metal Shark supplies custom built Patrol, CBRNE and fire rescue, and Military vessels to agencies worldwide. We are adept in the integration of state of the art equipment into custom vessels to meet customer needs.

Metal Shark appreciates this opportunity and we look forward to any questions, comments or clarifications you may require.

Metal Shark has experience delivering NFPA 1925 pumping rated platforms of A, B, and C Classes and with the new ratings Type 2 – 5. Additionally, Metal Shark has an order pending for a Type 1 Fire Boat expected in late Q4 of 2018 or Q1 2019.

Warm Regards,

Dean Jones
Vice President - Sales
Gravois Aluminum Boats, LLC dba Metal Shark
djones@metalsarkboats.com
(561) 909-9788

6814 E. Admiral Doyle Drive • Jeanerette • LA • 70544
Phone: 337.364.0777 • Fax: 337.364.0337



METAL SHARK

Miami-Dade County Fire Rescue
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METAL SHARK

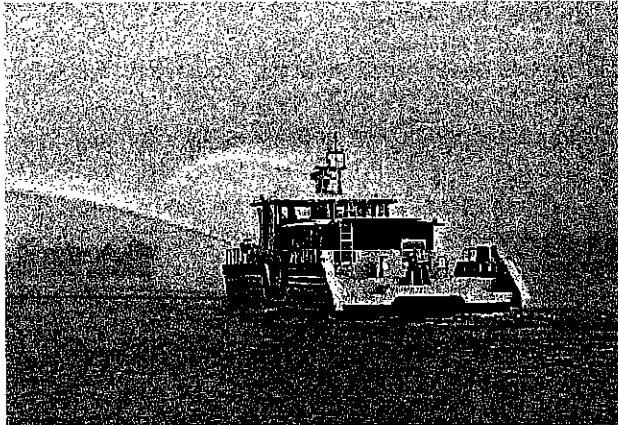
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CORPORATE INFORMATION

Gravois Aluminum Boats, LLC d.b.a. Metal Shark (www.metalsharkboats.com), is a shipyard located in Jeanerette Louisiana constructing welded aluminum vessels for government, commercial and recreational markets. Gravois Aluminum Boats was founded in 1983 by Jimmy Gravois. After more than 20 years of building legendary recreational boats, Mr. Gravois teamed with Naval Architect and entrepreneur Chris Allard to introduce Metal Shark in 2005.

Metal Shark is a leading shipbuilder specializing in the design and production of boats and ships for military, law enforcement, fire rescue, and a wide spectrum of commercial applications. At its facilities in Franklin and Jeanerette, Louisiana, Metal Shark manufactures vessels in aluminum, steel, and fiberglass, with current capabilities supporting production for vessels up to 250' in length.

In addition to the diverse lineup of models designed by its in-house team of naval architects, Metal Shark has partnered with Damen Shipyards to offer the proven and globally supported range of Damen vessels up to 80 meters. Metal Shark also works with other leading naval architectural firms to offer passenger ferries and other types of specialized vessels.



Metal Shark 75' Endurance Fireboat, left, and a fleet of Metal Shark 38 Defiant military patrol vessels, right

The Metal Shark story is one of careful, calculated growth driven by continual reinvestment in the company's people, facilities, and technology. Today, Metal Shark fields a workforce of over 400 employees spread across two facilities, with over 1,000 vessels in service worldwide. Each component of every Metal Shark is digitally designed, router cut, and assembled to precise tolerances utilizing industry-leading technologies and construction methods.

Company History

Metal Shark traces its roots to 1983, when Jimmy Gravois founded Gravois Aluminum Boats, LLC and began building custom welded-aluminum fishing boats for Gulf Coast anglers. Mr. Gravois developed a reputation for the quality of his work and the performance of his hulls, and Gravois boats became sought-after in the marketplace

**METAL SHARK****Miami-Dade County Fire Rescue****FB-00968**

due to their proven durability. In 2003, Mr. Gravois was approached by the parent company of Donzi and Pro-Line boats, American Marine Holdings (AMH), to produce aluminum boats to support its government sales efforts.

Gravois Aluminum Boats partnered with AMH and "Metal Shark" was the name given to this new joint venture. The company launched its first aluminum patrol boats, which were marketed to military and law enforcement customers under the AMH umbrella.

Seeing opportunities to further grow the business as an independent company, in 2005 Mr. Gravois and partner Chris Allard, former Director of Engineering at AMH, purchased Metal Shark outright. Together, this new ownership tandem implemented the customer-focused and engineering-centric business model that has helped Metal Shark win numerous large contracts, attract and hire key personnel, and fuel its exponential growth.

Key Customers and Contracts

Metal Shark produces vessels for numerous U.S. agencies including the Army, Air Force, Navy, Coast Guard, and Army Corps of Engineers. Through Foreign Military Sales (FMS) programs, Metal Shark has built boats for nearly 50 foreign agencies. In addition, Metal Shark builds vessels for state and local law enforcement agencies, fire departments, pilot associations and port operators, and numerous commercial interests in the U.S. and abroad.

Large government contracts have fueled Metal Shark's product development efforts while allowing the company to leverage increased production efficiencies and economies of scale to improve its competitive edge, benefitting large and small customers alike. Metal Shark's more notable contracts include:

- **USCG Trailerable Aids to Navigation Boat (TANB).** Awarded in 2003. Based on Metal Shark's 27' Courageous workboat center console design. 100 boats, \$22 million.
- **USCG Special Purpose Craft – Shallow Water (SPC-SW).** Awarded in 2004. Based on Metal Shark's 24' Relentless collared center console design. 90 boats, \$23 million.
- **US Navy Force Protection Boat – Small (FPB-S).** Awarded in 2007. Based on Metal Shark's 27' Defiant pilothouse design. 54 boats, \$6.2 million.
- **USCG Aids to Navigation (ATON) Skiff.** Awarded in 2009. Metal Shark's 16' Resolute skiff. 60 boats.
- **USCG Training Boat (ABOAT).** 16 boats, \$6 million. Awarded 2010. Customized 38 Defiant design.
- **USCG ATON Medium and ATON Large.** Awarded in 2010. 27 boats based on Metal Shark's Relentless collared center console design and Courageous workboat center console design, respectively.
- **US Navy Force Protection Boat – Small (FPB-S) and Force Protection Boat – Large (FPB-L) Training Boats.** Awarded in 2010. Based on Metal Shark's 27' Defiant and 38' Defiant Pilothouse designs, respectively.
- **USCG Response Boat – Small (RB-S).** Awarded in 2011. 477-boat, \$192 million award based on Metal Shark's 29' Defiant pilothouse design.
- **USCG FMS - Bangladesh Patrol Boat.** Awarded in 2012. 20-boat initial award based on Metal Shark's 38' Defiant pilothouse design.
- **US Navy Force Protection Boat – Medium (FPB-M).** Awarded in 2013. Five year, 80-boat award based on Metal Shark's 32' Defiant pilothouse design.
- **US Navy High Speed Maneuverable Surface Target (HSMST).** Awarded in 2013. Three year, 350-boat award based on Metal Shark's 26 Relentless collared center console design.
- **US Navy OSR BP & UB.** Awarded in 2014. 30 response boats in two configurations of varying sizes.
- **US Navy FMS 11M RIB.** Two contracts, awarded in 2014 and 2016. Ten 33' response boats for Kenya.
- **US Navy 7m RHIB.** Awarded in 2015. \$47 million contract based on Metal Shark's 7m RHIB design.



METAL SHARK

Miami-Dade County Fire Rescue

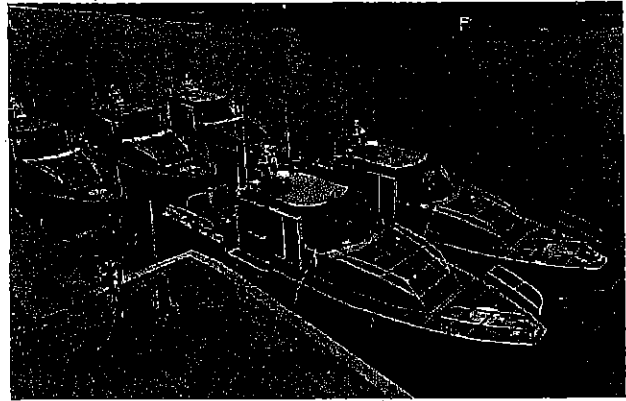
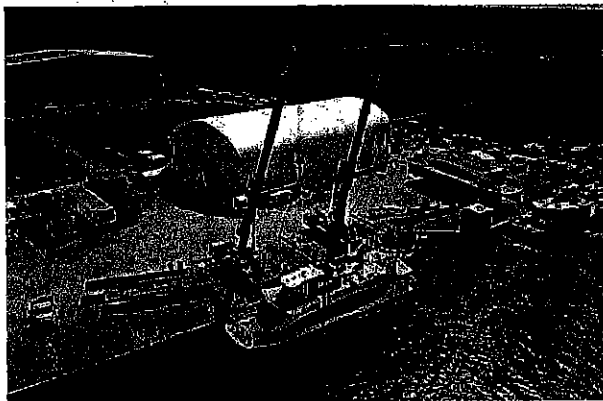
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- **USCG FMS – Vietnam Patrol Boats.** Awarded in 2015 for up to (18) 45 Defiant Pilot House patrol boats. First six vessels delivered in Q4 2015/Q1 2016.
- **US Navy FMS NCPV.** \$54 contract award in 2017 for up to (13) 85' Cutter Class Patrol Vessels.

Facilities and Capabilities

Today, Metal Shark operates two separate manufacturing facilities. From design, cutting and bending, welding, paint, rigging, and sea trial / testing, the company controls all aspects of production in-house. All totaled, since 2008, Metal Shark has invested nearly \$17 million of profits back into its operations for capital improvements in its two facilities.

Franklin Waterfront Shipyard



Aerial view of Metal Shark's Franklin yard, left, and a fleet of 45 Defiants built at Franklin, right

In 2014, Metal Shark acquired a 25-acre waterfront parcel in Franklin, Louisiana, and constructed a new shipyard capable of supporting the production of vessels up to 250' in length. Currently, the facility boasts a new 60,000 square foot assembly building with four assembly bays each equipped with overhead crane. The yard is also equipped with onsite engineering offices, wet slips, marine travelift, crane in/crane out/side launch capabilities, and ample drydock / outdoor storage capacity.

Situated on the Charenton canal, Metal Shark's Franklin shipyard offers direct unobstructed deepwater access to the Gulf of Mexico. The yard is located immediately off Highway 90 for easy over-the-road transport of large components, and the site plan offers ample room for future growth.

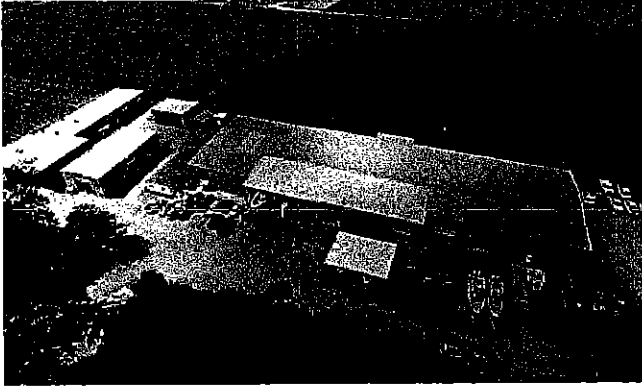
In October 2016, Metal Shark completed the construction of an additional 9,000 ft² (2,743m²) auxiliary fitout and service building and in March 2017 Metal Shark broke ground on even more manufacturing and office space to support the shipyard's explosive growth. Both buildings will be up and fully functional in quarter three of 2017. The new 80 x 200' (24.4 x 61m) fully enclosed manufacturing building will enable all-weather production of vessels up to 170' / 52M and the new shipyard headquarters office building which will house 25+ office staff, including facility managers, production supervisors, project managers and in-house engineering staff.



METAL SHARK

**Miami-Dade County Fire Rescue
FB-00968****Jeanerette Headquarters and Production Facility**

Metal Shark's Jeanerette production facility serves as a physical example of the company's consistent growth, expanded every year since 2008. Metal Shark has continually reinvested in its facilities by acquiring surrounding land, constructing additional buildings, purchasing equipment, and expanding its workforce to meet demand.



Metal Shark's headquarters and office, left, US Coast Guard & Navy vessels under construction, right

In Jeanerette, Metal Shark's corporate offices house administrative staff, in-house engineering, and dedicated customer support resources. The facility boasts dedicated buildings for cutting, bending, welding, rigging, and paint. Major production resources include three 5-ton overhead cranes, two CNC routers, CNC brake press and manual brake press bending machines, ventilated paint booth, and a robotic welder that assures precision welds and tolerances unrivaled in the industry.

Currently, Metal Shark's Jeanerette campus consists of four buildings housing over 50,000 square feet of enclosed space, spread across 15 acres.



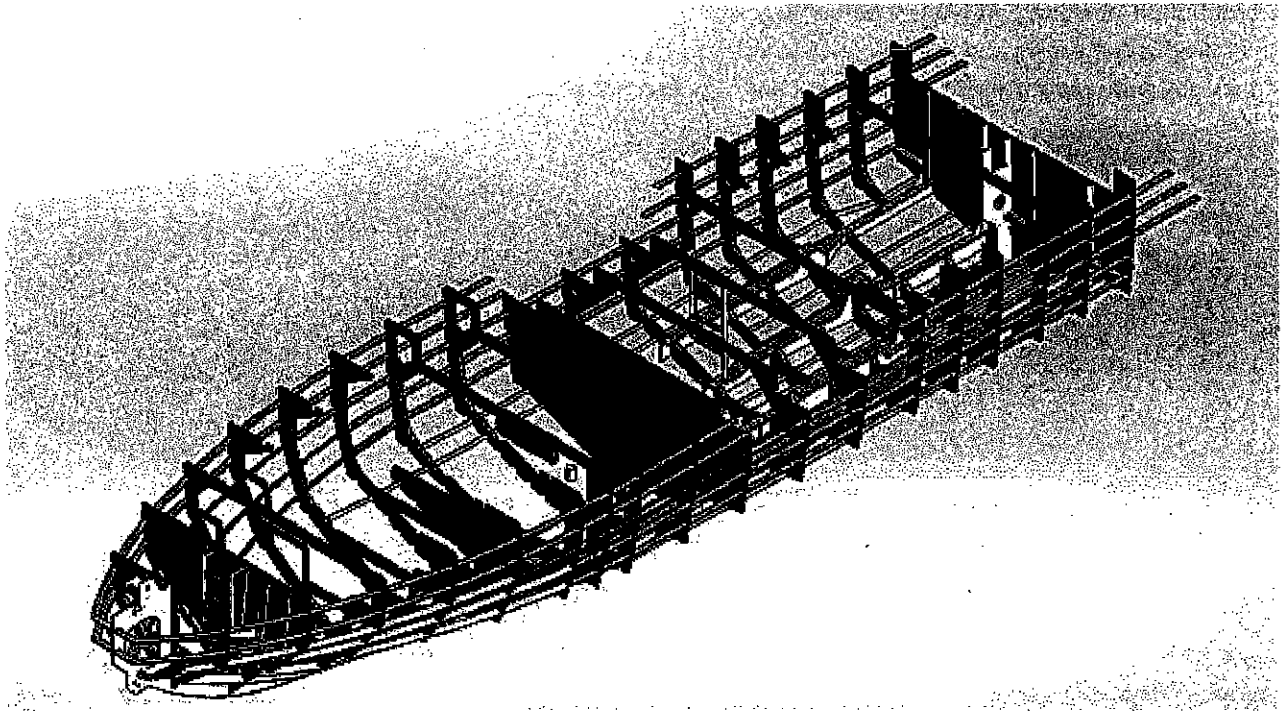
METAL SHARK

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DESIGN PROCESS

Overview

Metal Shark's team of over 50 in-house naval architects, marine engineers and mechanical engineers oversee every aspect of boat design, from hull to outfitting. Metal Shark uses state-of-the-art design and production methods to ensure these complex vessels are produced efficiently and reliably at reasonable acquisition and ownership costs. Metal Shark takes great pride in its expertise designing and constructing high quality vessels of the greatest complexity.



Structural Modeling of Metal Shark 45 Defiant -- Hull Frames and Girders

Standards

Metal Shark constructs all vessels to industry standard guidelines and in full compliance with USCG, ASTM, ABS, ABYC, AWS and all other relevant governing bodies. All of Metal Shark's welders are certified to AWS standards by a third party. Metal Shark's quality assurance (QA) program is designed and overseen by an ISO:9000 experienced manager.

Metal Shark maintains a staff of over 50 full-time Naval Architects and Marine Engineers and prides itself in avoiding engineering on the shop floor. Regardless of the customer, all boats are extensively engineered, 3D modeled and fully designed for manufacturing prior to commencement of construction. Metal Shark's engineers hold bachelor's degrees in Naval Architecture and/or Marine Engineering (most have both degrees) and design to ABS, ISO and ABYC standards.



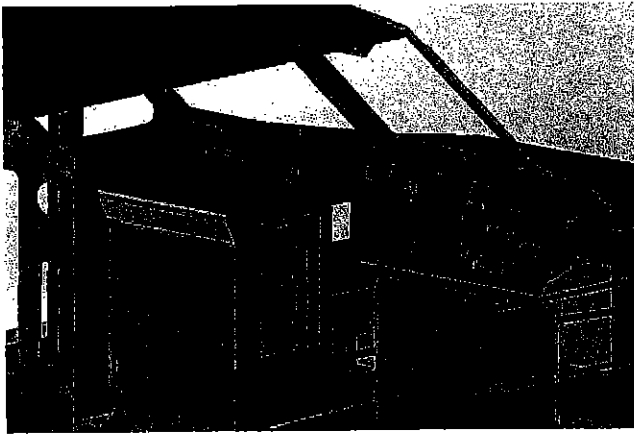
METAL SHARK

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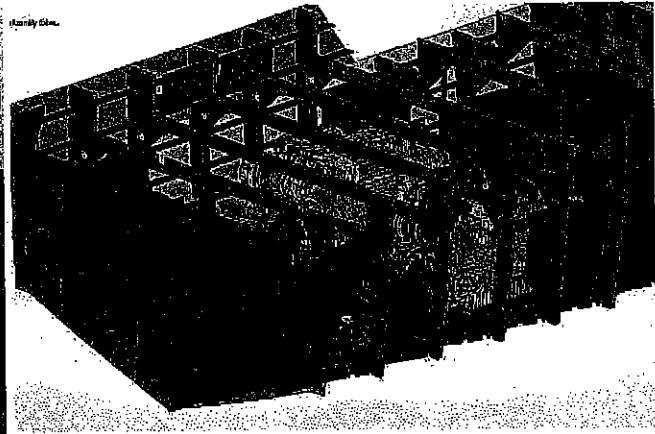
Software and Tools

The design, engineering and much of the stability and flotation analysis utilizes both Rhino and Solid Works 3D Mechanical Design Software and other Solid Works Corporation software products. A combination of Rhino, AutoCAD and the Solid Works software suite are used to produce all drawings, cut sheets, parts lists, bills of material and other technical documentation. Solid Works is also used to perform much of the required analysis and calculations used for the production of all other required support documentation.

The use of leading edge technology continues through the design phase, and is critically important during actual production. Solid Works will feed reliable data to CNC cutting, machining and bending equipment to ensure correct hull fit-ups and consistency between components. This detailed production documentation reduces the risk of production errors and remove "artistic interpretation" of the design during the manufacturing phase. The primary software platforms for the CNC machinery is Enroute and SigmaNest.



3D CAD Modeling – 45 Defiant Pilothouse Console



45 Defiant 3D Model - Engine and Exhaust Layout

The bill of materials is exported from Solid Works to Metal Shark's configuration management and manufacturing program, Fishbowl. Change control is managed through Fishbowl as well as manufacturing work orders, purchasing/receiving, vendors, invoicing and parts sales.

CONSTRUCTION

Standards and Materials

The craft will be constructed of all new components and will be built in accordance with ABYC standards. Hull scantlings will be in accordance with ISO 12215-5:2.

Metal Shark's construction utilizes heavy gauge 5086 aluminum plating for the hull bottoms, hull sides, bulkheads, girders and stringers. The vessel's design features tightly spaced bulkheads and stringers which reduce panel size and increases strength with a negligible increase in weight. The hull, deck and console are constructed of cut and formed aluminum. The elimination of structural extrusion prevents the welding of dissimilar aluminum alloys.



METAL SHARK

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Metal Shark constructs vessels using on only 316L marine-grade stainless steel for hardware/parts exposed to sea water and spray. Dissimilar metal contact is reduced by design. Where dissimilar metals must contact, isolation is used to reduce corrosion.

All materials used are capable of prolonged exposure to sunlight, with high resistance to degradation from UV radiation. Metal Shark beds all joints with commercially available 3M 4200 Marine sealant which offers excellent water resistance, sealing and structural characteristics. Additionally, when service is needed it can easily be removed and replaced as needed.

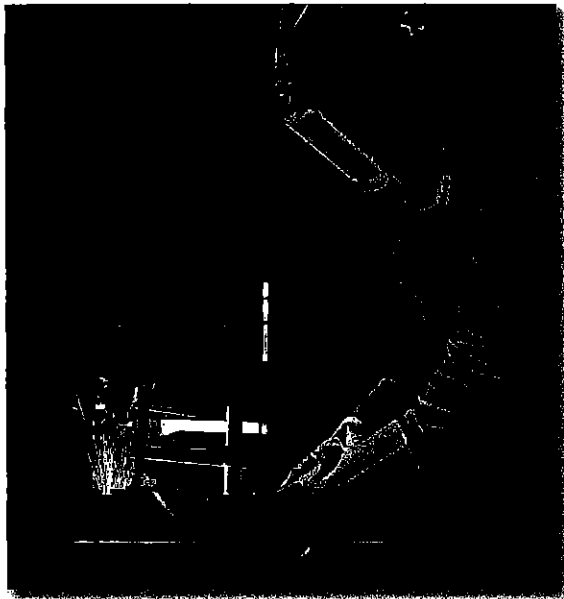
Construction Methods

Metal Shark's Defiant-class offerings are welded aluminum monohull vessels complemented by an enclosed pilothouse. The structure is designed to create an extremely strong, lightweight, hull and cabin enclosure. Advanced 3D modeling and finite element analysis is used to reduce weight and increase strength. Lightning holes and aircraft style construction are used to reduce weight while retaining structural integrity. All construction is completed in accordance with ISO Standard 12215.

Metal Shark has extensively invested in advanced CAD/CAM design and manufacturing processes. This investment assures a high quality repeatable craft with more advanced design features and utilization of space. All structural components are cut on a CNC router and pressed on a hydraulic CNC press. Once the parts are ready for assembly, large jigs are used to assure a fair hull with no waves or discontinuities.

Manufacturing Process

With dedicated full-time staff providing in-house cutting, welding, bending, rigging, assembly, and paint expertise, Metal Shark maintains tight control over all aspects of production to assure the highest consistency and quality.

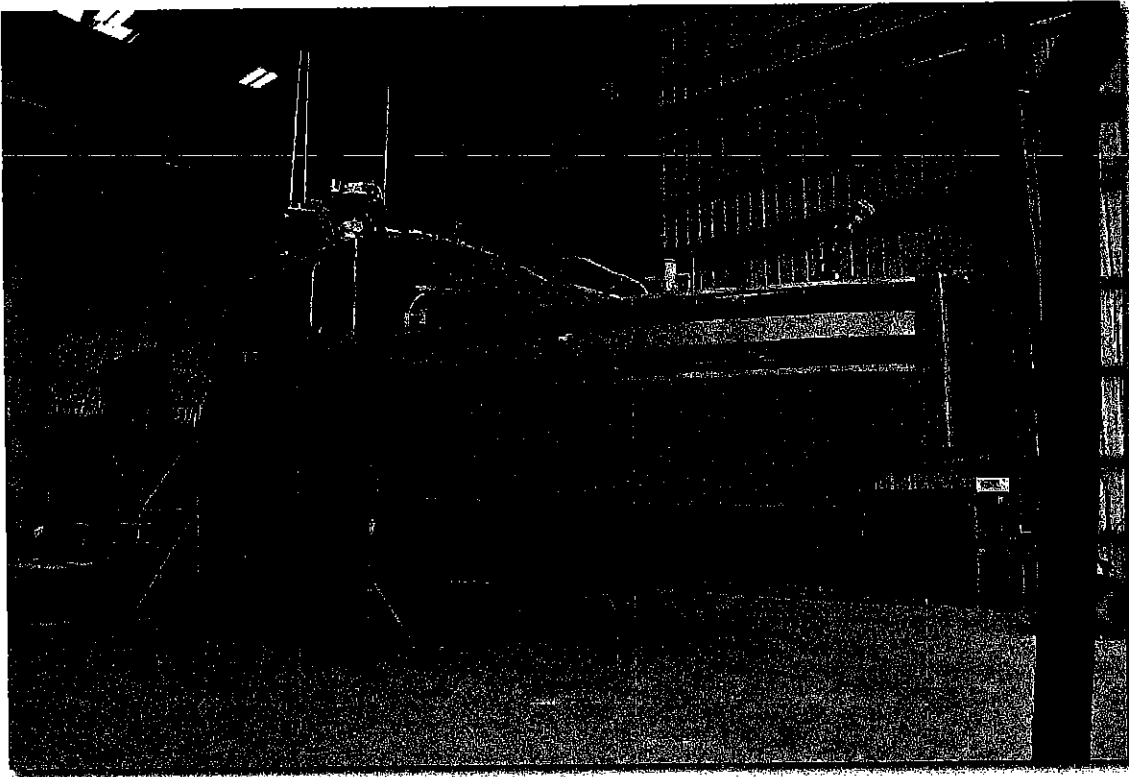


The manufacturing process begins in Metal Shark's engineering office. A staff of eight in-house naval architects, marine and mechanical engineers use leading engineering software applications to precisely model every piece of each vessel from bow to stern. The resulting data is then fed to computer-driven cutting and bending machinery that fabricates each piece from sheets of premium 5086 aluminum alloy. Then manufacturing progresses to Metal Shark's highly skilled welding and assembly teams.

Once welding is complete, the boat enters the assembly (aka "rigging") phase. During this phase, various trained teams of workers perform all the tasks needed to fully outfit a boat. Mechanical technicians install the engines, steering, and other mechanical systems. Electricians install the wiring, breakers, switches and electrical components. A "static" crew installs many of the static items such as windows, collars, tow reels, etc. The electronics technicians complete the assembly by finalizing the installation of the complex electronics, including the integration and cross-communication between electronics.

**METAL SHARK****Miami-Dade County Fire Rescue
FB-00968**

The full length keel is welded providing the solid backbone necessary for a long service life. The bow sections are double plated to allow repeated beaching and impact with sharp objects. Double plating is completely welded preventing corrosion. The bottom plating and secondary keel guard are completely welded and connected to the deck with full-height stringers and bulkheads. All under-floor members are carried from the inside of the hull to the underside of the deck to maximize strength and durability. All welding is completed in accordance with AWS standards. Welding procedure, testing, and qualification are conducted in accordance with AWS standards.

***55' Defiant Fireboat Under Construction at Metal Shark's Franklin, LA Shipyard***

Within the cutting, bending, and welding processes, numerous layers of quality control are exercised, with an overarching Quality Control Plan establishing checkpoints at crucial stages for testing and inspections throughout the construction process. A quality control representative checks each boat not only at these dedicated milestones, but performs additional random spot checks for an added layer of redundant quality assurance. Key milestones in the Quality Control Plan include: hull welding, structural welding, sub-component welding, pilothouse assembly prior to mating with hull, and completed boat prior to exiting the welding building.

In similar fashion to welding, internal checks and dedicated quality control inspections are performed throughout the rigging process. When complete, a rigging department team takes the vessel for its first sea trial. This trial is intended to identify and fix any items that need fixing or adjustment – such as engine throttle cables and compass calibrations. A second and final sea trial is performed by the dedicated quality control department, to ensure a final check on all systems and vessel functions.



METAL SHARK

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Configuration Management

Metal Shark has ample experience with configuration management. Metal Shark uses a client-server application called Fishbowl to manage bills of materials, vendors and work orders. Once a bill of material is "locked" in the application by the head engineer, changes must follow established change control procedures with approvals. Once finalized, no changes are permitted to the bill of materials without customer approval.

Whether a single or multi-level BOM is used, the detailed BOM records are created by the lead engineer and subsequently locked before production commences. Any change thereafter must be approved; only the lead engineer has access in the system to change the BOM, preventing any on-the-fly additions or changes. Once a work order (WO) is issued in Fishbowl, the BOM is locked and cannot be changed without approval.

Quality Assurance and Control

QA Overview

Metal Shark's Quality Assurance program has been developed in accordance with industry standards including ISO and ABYC. Every boat manufactured has a QA Manual specific to that boat with all tests, inspection requirements, and signature records of completion that travels with the boat through all stages of production. This QA manual provides a detailed outline of the QA process including checkpoints, inspections, tests, criteria, frequency and sampling, responsibility, and documentation.

These custom-tailored QA manuals, approximately 50 pages in length, are developed specifically for each platform produced by Metal Shark. Metal Shark will create a QA manual for which will include review and testing checklists for each system, component and feature of the vessel, as well as certifications and inspections required by the contract. This book "follows" the vessel through the phases of production, with inspections and signoffs performed by QA personnel who record the results and note corrective actions taken at each checkpoint. The order and scope of QA activities is as follows:

- **Materials Inspections** - performed upon receiving at Metal Shark's warehouse. Raw materials, parts and components found to be deficient are returned to the vendor and replaced.
- **Cutting/Bending Inspections** - Inspections of parts cut on CNC router or bent on the CNC press to ensure design conformity and uniformity. Items failing this inspection are discarded and replaced.
- **Welding Inspections** - there are 11 welding inspections performed on each vessel: 1) Stringers; 2) Hull; 3) Hull to Stringer; 4) Transom; 5) Deck; 6) Pilothouse; 8) Outer Hull 9) Fuel Tank; 10) Component Welds (hatches, cleats, etc.) and 11) Final. Diagrams of the exact vessel being constructed are included for visual reference and for specific notation of any deficient welds found. Deficient welds are repaired, with the review/signoff of a welding supervisor required as well as a re-inspection performed by the QA inspector with signoff to ensure all mistakes are corrected.
- **Pressure Tests** - Fuel tanks and water tanks are pressure tested for integrity, sealed voids and watertight spaces are pressure tested for water intrusion. Components failing tests are repaired or replaced.
- **Paint Inspection** - vessels are inspected for the overall quality of paint applied, any issues are corrected immediately before the vessel proceeds to rigging.



METAL SHARK

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- **Rigging Inspection** –there are 7 rigging checkpoints: 1) pre-rigging electronics 2) pre-rigging other equipment; 3) Fuel system; 4) Propulsion & steering; 5) Electronics & navigation, 6) Other Equipment, 7) Pre-sea trial review. Corrective actions are reviewed by a supervisor and re-inspected by QA personnel.
- **Sea Trial Checklist** – a complete sea trial checklist is developed to ensure the vessel operates properly and meets all requirements of the original specification and final contract (included in Appendix B)
- **Certifications** – component tests (lifting eyes, gun mounts, tow posts, etc.), including any contracted Professional Engineer certifications or regulatory inspections required are performed on the final vessel.
- **Pre-Delivery Inspection** – final inspection before the vessel is shrink wrapped for delivery or customer pick-up; ensures vessel is prepped for transport in accordance with contractual requirements, is clean and all systems are ready for commissioning and use by the customer.

QA Manuals are scanned into electronic version and maintained in Metal Shark's program management system indefinitely. All certification and regulatory inspection records are maintained attached to each boat's record in Metal Shark's inventory system.

PROGRAM MANAGEMENT

Overview

Metal Shark takes a team approach to program management to ensure maximum accessibility and consistency throughout all phases of the platform development, delivery and support. A dedicated Program Manager will be assigned as the lead representative for Metal Shark and will serve as a single point of interface throughout the life of the program. The Program Manager will oversee all aspects of the platform development, testing, production and support; and has full authority to make decisions and commitments for Metal Shark.

Metal Shark's Program Manager for the project will be Executive Vice President and Retired USCG Lt. Cmdr. Greg Lambrecht, a 23-year veteran with tremendous government program management experience. Greg will be supported by other key personnel on the program:

- **Assistant Program Manager, Chris Allard** – serves as backup to Program Manager should he be unavailable for any reason
- **Project Manager, Jon Gravois** – oversees manufacturing of the vessel from cutting to welding, painting and rigging.
- **Engineering Manager, Gil Romano** – responsible for all design and engineering of the craft
- **Quality Control Manager, Justin Lorio, Ph.D.** – manages all QC processes and checkpoints as well as builder's trials and certifications.

Details on each role and area of responsibility are provided below along with brief bios on the individuals who will take lead roles on the project.

Key Personnel

Program Manager

To ensure responsiveness, a dedicated, full-time Program Manager will be assigned to oversee every aspect of the program. He will have the knowledge and authority to make timely decisions and/or coordinate the support of



METAL SHARK

**Miami-Dade County Fire Rescue
FB-00968**

Metal Shark personnel and vendors. This Program Manager will be authorized to sign documentation on behalf of Metal Shark and will act as a single point of contact for contracting, production, scheduling, testing, delivery, training and support/warranty.

The Program Manager for the program will be Greg Lambrecht. In addition to being a graduate of University of Maryland where he excelled at systems management, Mr. Lambrecht has 23 years of USCG active duty experience. As a Program/Project Manager for over 12 USCG projects, he gained extensive experience dealing with government contracts and program management.

Assistant Program Manager

An Assistant Program Manager will be assigned to ensure continuity should the program manager be unavailable at any time. The assistant program manager will participate in briefings and stay current with applicable correspondence to remain up to date on the program status. This position will be a collateral duty unless the Program Manager is unable to perform his duties.

The Assistant Program Manager will be Christopher Allard. In addition to being a Webb Institute-trained Naval Architect; Mr. Allard has extensive experience with government programs, having served as the primary Program Manager on over ten of the US Navy contracts awarded to Metal Shark. Mr. Allard will stay current on all aspects of the program and be able to stand in as Program Manager if needed.

Project Manager

Project oversight will be handled by Mr. Jon Gravois. Mr. Gravois, a 15-year veteran of the Metal Shark team, recently moved into an executive management role with full oversight of the Jeanerette and Franklin, LA production floors and personnel. Mr. Gravois boasts a strong background in production management and quality assurance. Mr. Gravois will assure that each vessel is delivered on time, in good working order, to meet all specifications. Mr. Gravois manages all production personnel and coordinates scheduling, across the manufacturing teams, including Welding, Rigging and Paint. Mr. Gravois fully managed the delivery of the eleven vessels produced over the last two years at Metal Shark's new Franklin shipyard, in addition to ongoing vessel production totaling over 400 vessels at Metal Shark's Jeanerette Headquarters.

Engineering Manager

Overseeing engineering for Metal Shark is Mr. Gil Romano, Metal Shark's Engineering Manager. Mr. Romano, a Naval Architecture graduate of University of New Orleans, brings an extraordinary level of expertise to the Metal Shark design team.

Mr. Romano is thoroughly versed in vessel design of varying lengths and project complexity, having overseen the engineering team for the last three years. He directs Metal Shark's team of 25 naval architects and marine engineers who are extremely experienced in AutoCAD and Rhino and who will assist with stability and structural analysis, as well as the development of manuals and technical documentation. Mr. Romano will also be responsible for ensuring that approved changes to the configuration are incorporated into the engineering and manufacturing documentation and that this updated documentation is provided to the appropriate personnel.

Certified Professional Engineer

**METAL SHARK****Miami-Dade County Fire Rescue
FB-00968**

Overseeing engineering for this program is Mr. Luis A. Sanders, PE (License No. 40381), Metal Shark's Engineering Manager for the Miami Dade Fireboat project. Mr. Sanders, a Naval Architecture graduate of University of New Orleans, brings an extraordinary level of expertise to the Metal Shark design team.

Mr. Sanders is thoroughly versed in vessel design of varying lengths and project complexity, having played an essential role in Metal Shark's rapidly expanding in house engineering department. Presently, he directs engineering for Metal Shark's Near Coastal Patrol Vessel (NCPV) Program. This is a complex 85' patrol vessel IDIQ Contract awarded to Metal Shark via the US Navy Foreign Military Sales, with a value up to \$54 million USD.

Mr. Sanders is extremely experienced in AutoCAD and Rhino and who will assist with stability and structural analysis, as well as the development of manuals and technical documentation. Mr. Sanders will also be responsible for ensuring that approved changes to the vessel's configuration are incorporated into the engineering and manufacturing documentation and that this updated documentation is provided to the appropriate personnel.

Quality Assurance Manager

Quality control is managed by Dr. Justin Lorio who will oversee the extensive trials and testing process, as outlined herein. Dr. Lorio received his undergraduate in Naval Architecture and Marine Engineering from the University of New Orleans, an M.S. in Ocean Engineering from Florida Atlantic University, and his Doctorate in Ocean Engineering with concentration in Naval Engineering and Hydrodynamics at the Stevens Institute of Technology. Dr. Lorio has eight years of experience across a wide range of the marine industry from laboratory research to grassroots boat design managing all aspects of boat construction. This broad experience has led to an in-depth understanding of the boat building process in its entirety from concept design to delivery. Dr. Lorio's educational background coupled with his industry experience, place him in the unique position to ensure enhanced Quality from engineering designs, an extra Quality Assurance check, and prior to any issues reaching the shop floor. Under his leadership, Metal Shark continues to make superior strides in the Quality Assurance afforded its customers.



METAL SHARK

Miami-Dade County Fire Rescue
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PAST PERFORMANCE CAPABILITIES

Previous Projects

Metal Shark has extensive experience delivering marine platforms of large size, wide scope and technical complexity and has all necessary resources, including facility, personnel, suppliers and machinery for ship building, end-to-end. In terms of aluminum boat construction, Metal Shark is one of the most advanced and capable manufacturers in the commercial and government market. With over \$100 million in revenue and 600+ employees, Metal Shark has the experience and knowledge to support the most demanding projects.

In the past five years, Metal Shark has delivered over 100 vessels of the same or similar models, mission, performance, size (45' – 160') complexity and/or powering such as the sample of platforms highlighted below. NOTE: Metal Shark has multiple classed fire boats between 24' and 42' delivered as well but have not included in the matrix below. If additional information is desired, it can be provided on request.

VESSEL	SPECIFICATIONS	DESCRIPTION
(1) 90' Endurance Offshore Catamaran *Pictured Below	LOA: 90' Speed: 35 knots	Dive Support and Fire Suppression Vessel for offshore Oil/Energy Industry
(1) 75' Endurance Offshore Catamaran	LOA: 75' Speed: 30 knots	Dive Support and Fire Suppression Vessel for offshore Oil/Energy Industry
(1) 75' Endurance CBRNE/Fire Response Catamaran *Pictured Below	LOA: 75' Speed: 25 knots GPM: 10,000 @ 150PSI Foam Capacity: 400 Gallons * Capable of 35+ knots depending on engine selection	Harbor and offshore fire & first response, port security, and rescue vessel NFPA Type 2 Rated
*(2) 50' Defiant CBRNE/Fire Response Monohull *Pictured Below	LOA: 50' Speed: 32 knots GPM: 10,000 @ 150PSI Foam Capacity: 200 Gallons * Capable of 45+ knots depending on engine selection	Harbor and offshore fire & first response, port security, and rescue vessel NFPA Type 3 Rated
*(2) 55' Defiant CBRNE/Fire Response Monohull - Refit *Pictured Below	LOA: 58' Speed: 32 knots GPM: 10,000 @ 150PSI Foam Capacity: 300 Gallons * Capable of 40+ knots depending on engine selection	Customer requested vessels be lengthened in order to carry a higher foam capacity and increase payload capability NFPA Type 3 Rated

**Miami-Dade County Fire Rescue
FB-00968**



METAL SHARK

(36) 45' Defiant Patrol Monohull *Pictured Below	LOA: 48' Speed: 42 knots * Capable of 50 knots depending on engine selection	Law enforcement, security, and first responder/rescue vessel
(1) 50' Defiant Pilot Boat Monohull *Pictured Below	LOA: 52' Speed: 25 knots Propulsion: Single Propeller	Pilot vessel for vessel escort and navigation. Installed systems included full navigation & communications suite, towing equipment and standard commercial outfitting.
(1) 45' Defiant Pilot Boat Monohull	LOA: 48' Speed: 40 knots * Capable of 40+ knots depending on engine selection	Pilot vessel for vessel escort and navigation. Installed systems included full navigation & communications suite, towing equipment and standard commercial outfitting.
(1) 60' Defiant Dive Support Boat Monohull	LOA: 60' Speed: 30+ knots	Dive Support and Fire Suppression Vessel for offshore Oil/Energy Industry USCG SubT Rated
(1) 70' Endurance Supply Boat Monohull	LOA: 70' Speed: 30+ knots	Offshore Materials Delivery Vessel USCG SubT Rated
(7) 85' Endurance Passenger Ferry Catamaran	LOA: 85' Speed: 20+ knots	150 Passenger - Passenger Ferry USCG SubT Rated
(1) 95' Endurance Passenger Ferry Catamaran *Pictured Below	LOA: 95' Speed: 20+ knots	350 Passenger - Passenger Ferry USCG SubK Rated
(4) 85' Endurance Passenger Ferry Catamaran *Pictured Below	LOA: 85' Speed: 25+ knots	150 Passenger - Passenger Ferry USCG SubT Rated
(1) 105' Endurance Passenger Ferry Catamaran *Pictured Below	LOA: 105' Speed: 25+ knots	350 Passenger - Passenger Ferry USCG SubK
(3) 52' Fearless US Navy Security Vessel	LOA: 52' Speed: 60+ knots	US Navy Patrol and Attack Security Vessel



METAL SHARK

Miami-Dade County Fire Rescue
FB-00968

Currently in Production/In Production Que

- (13) 85' Defiant Patrol Vessels (Pictured Below)
- (1) 43' Defiant Expedition Vessel
- (1) 64' Defiant Pilot Vessel (Pictured Below)
- (1) 64' Army Corps of Engineers Hydrographic Survey Vessel
- (1) 105' Endurance Passenger Ferry
- (1) 158' Endurance Expedition Yacht (Pictured Below)
- (4) 85' Endurance Passenger Ferry (USCG SubT Rated)
- (6) 95' Endurance Passenger Ferry (USCG SubK Rated)
- (100) 43' Defiant US Navy PBX Vessels (Pictured Below)

Pending Order

- (1) 75' Endurance Patrol and First Responder Vessel
- (1) 75' Endurance Patrol and First Responder Vessel
- (1) 50' Defiant Fire Rescue/CBRNE Vessel (NFPA Type 3 Rated)
- (1) 90' Endurance Fire Rescue/CBRNE Vessel (NFPA Type 1 Rated)
- (1) 50' Defiant Transport Vessel (USCG SubT Rated)
- (1) 64' Defiant Hydrographic Survey Vessel
- (1) 48' Endurance Water Taxi and Whale Watch Vessel (USCG SubT Rated)
- (60) 43' Defiant US Navy PBX Vessels
- (1) 75' Defiant Fire Rescue/CBRNE Vessel (NFPA Type 3 Rated)
- (1) 50' Defiant Fire Rescue/CBRNE Vessel (NFPA Type 3 Rated)
- (1) 60' Defiant Fire Rescue/CBRNE Vessel (NFPA Type 3 Rated)
- (1) 50' Defiant Patrol Vessel
- (1) 105' Defiant Patrol Vessel

Delivered Vessel Sample Photographs

The below photographs are a small sampling of delivered vessel types (Many of these are more than 1 vessel) between 45 and 105'. Some vessels were NFPA 1925 rated, ABS Rated, Lloyds Rated, USCG SubT rated and USCG SubK rated. These vessels show the vast ability of Metal Shark to supply extremely complex craft across multiple Mission Profiles and requirements.



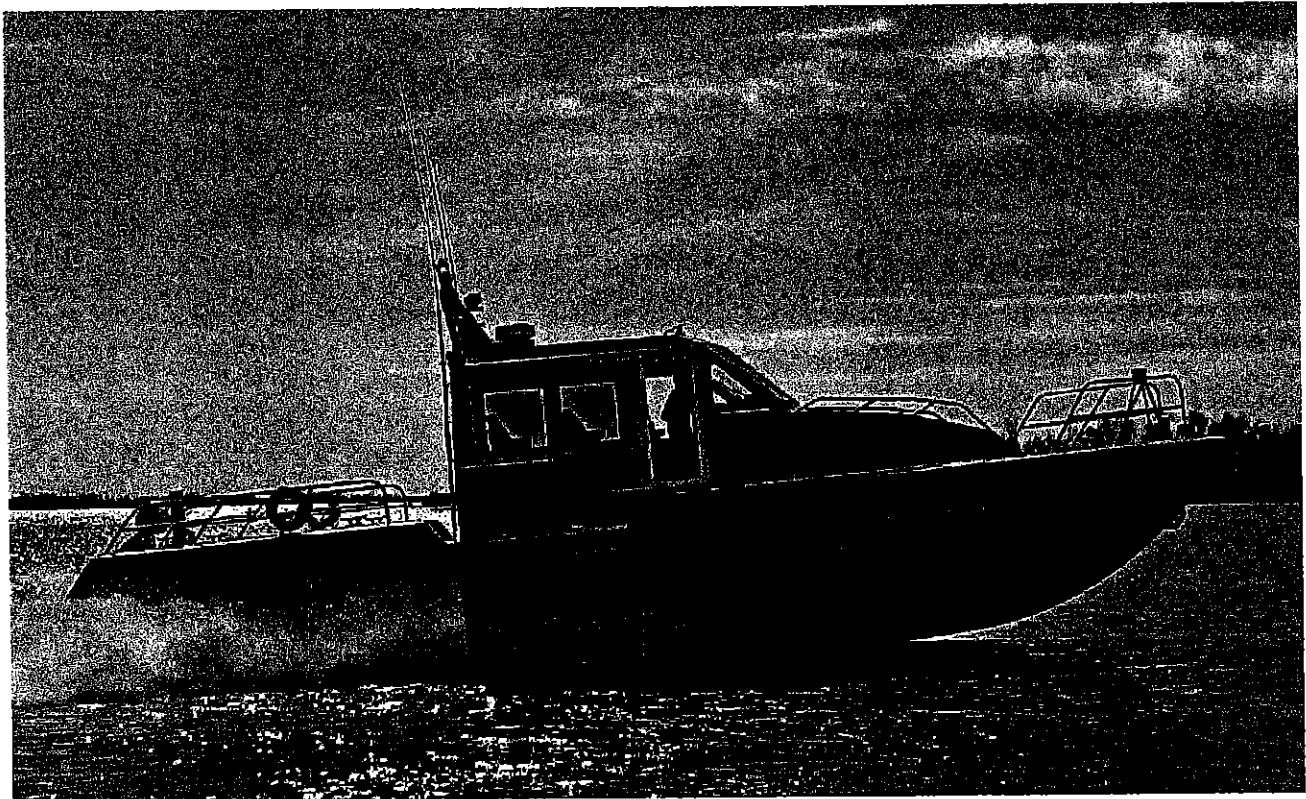
METAL SHARK

Miami-Dade County Fire Rescue
FB-00968

43 Defiant - US Navy PBX Demo Variant



45 Defiant - US Coast Guard FMS (Vietnam)



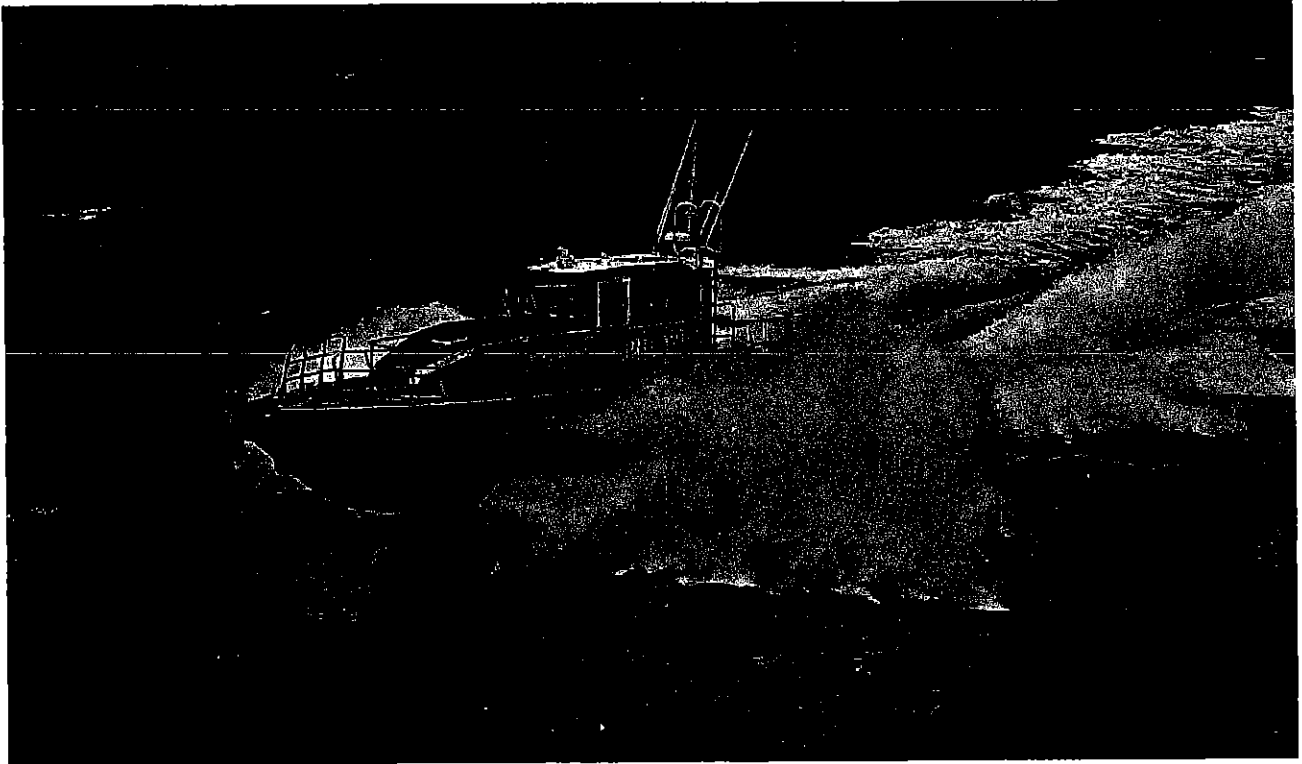
62



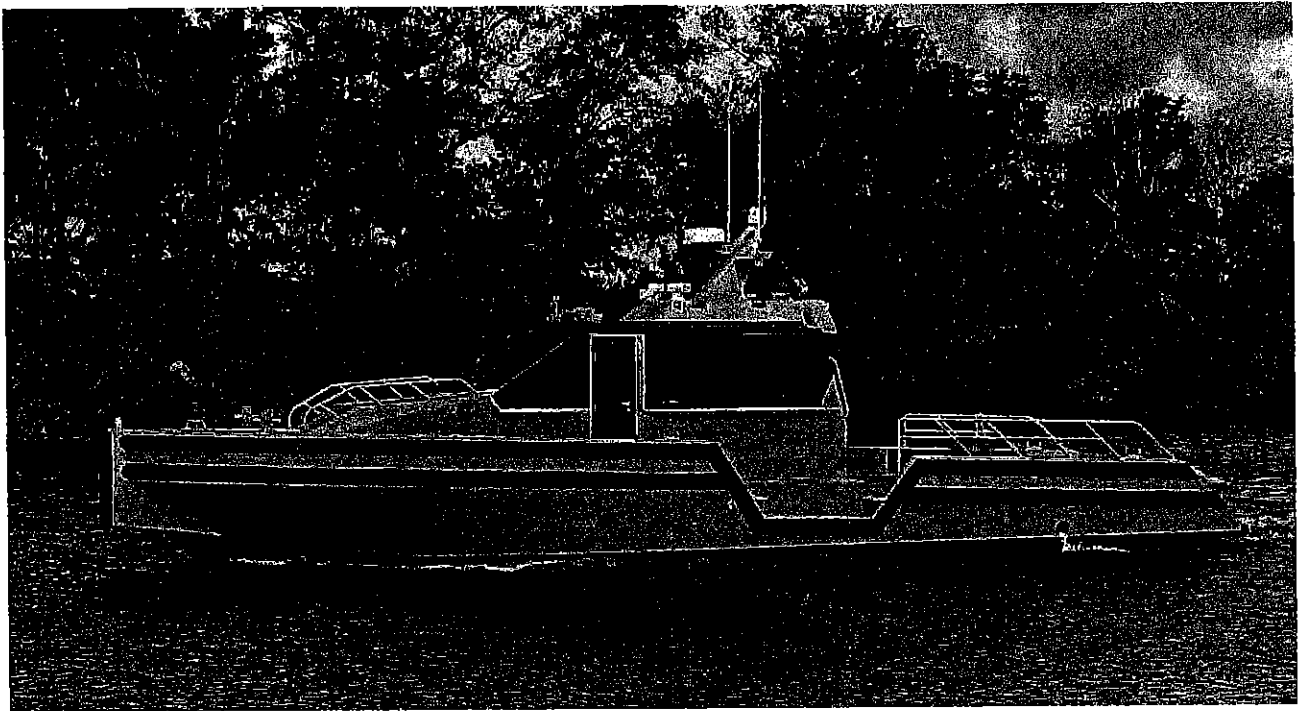
METAL SHARK

Miami-Dade County Fire Rescue
FB-00968

50 Defiant – USVI Pilot Boat



50 Defiant – Port of Plaquemines Fire Boat

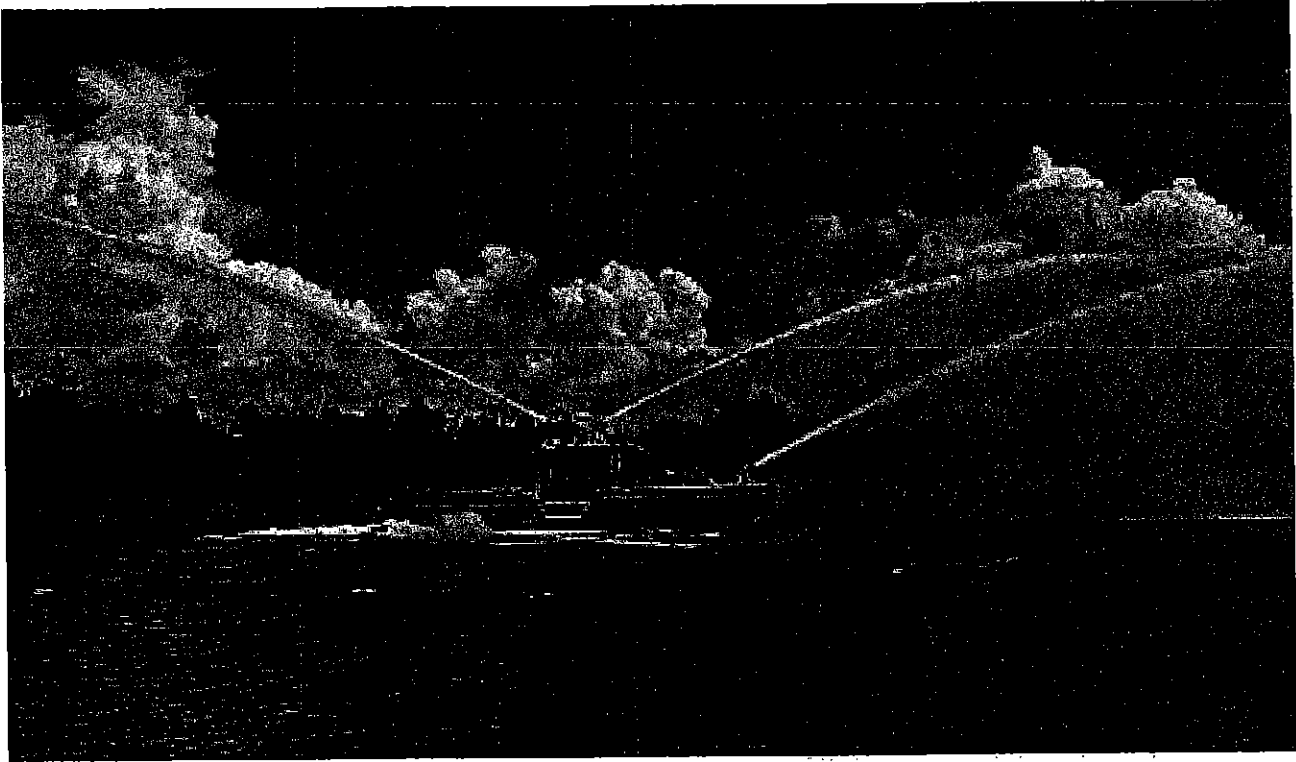




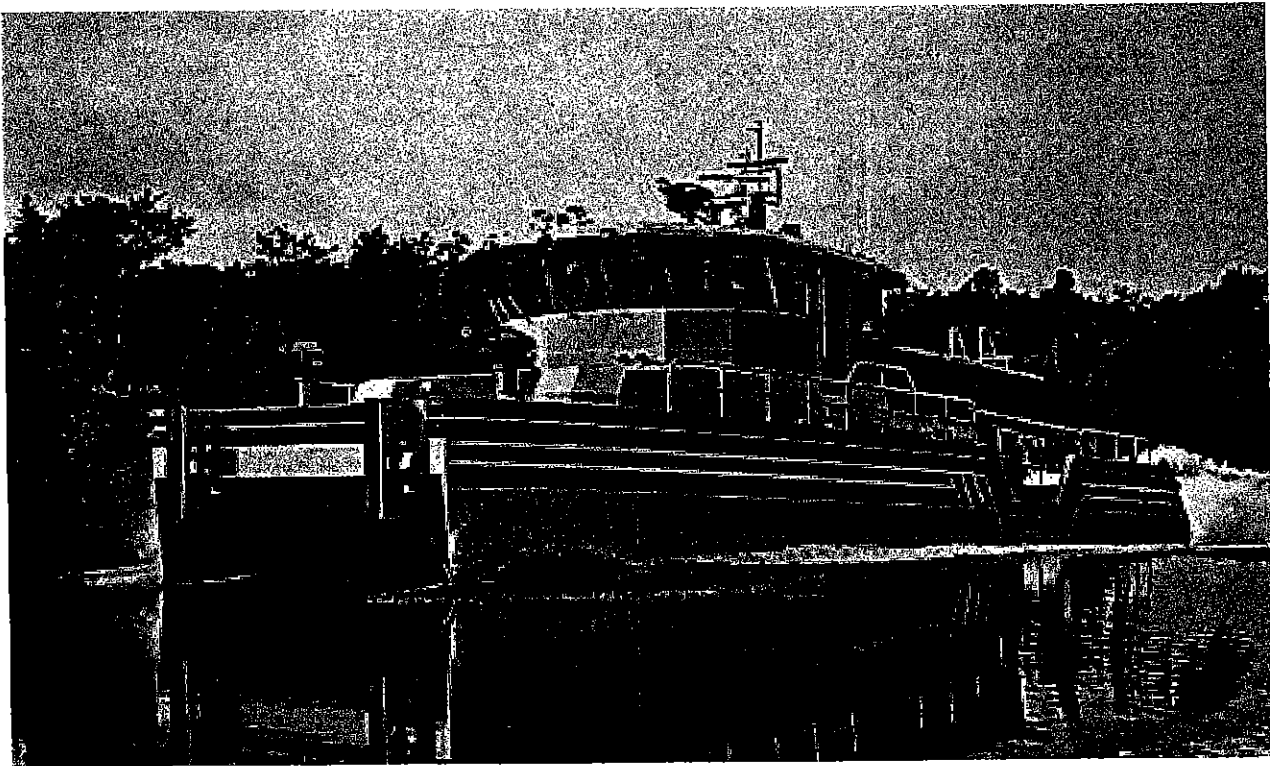
METAL SHARK

Miami-Dade County Fire Rescue
FB-00968

55 Defiant – Port of Plaquemines Fire Boat



75 Endurance – Port of South Louisiana Fire Boat





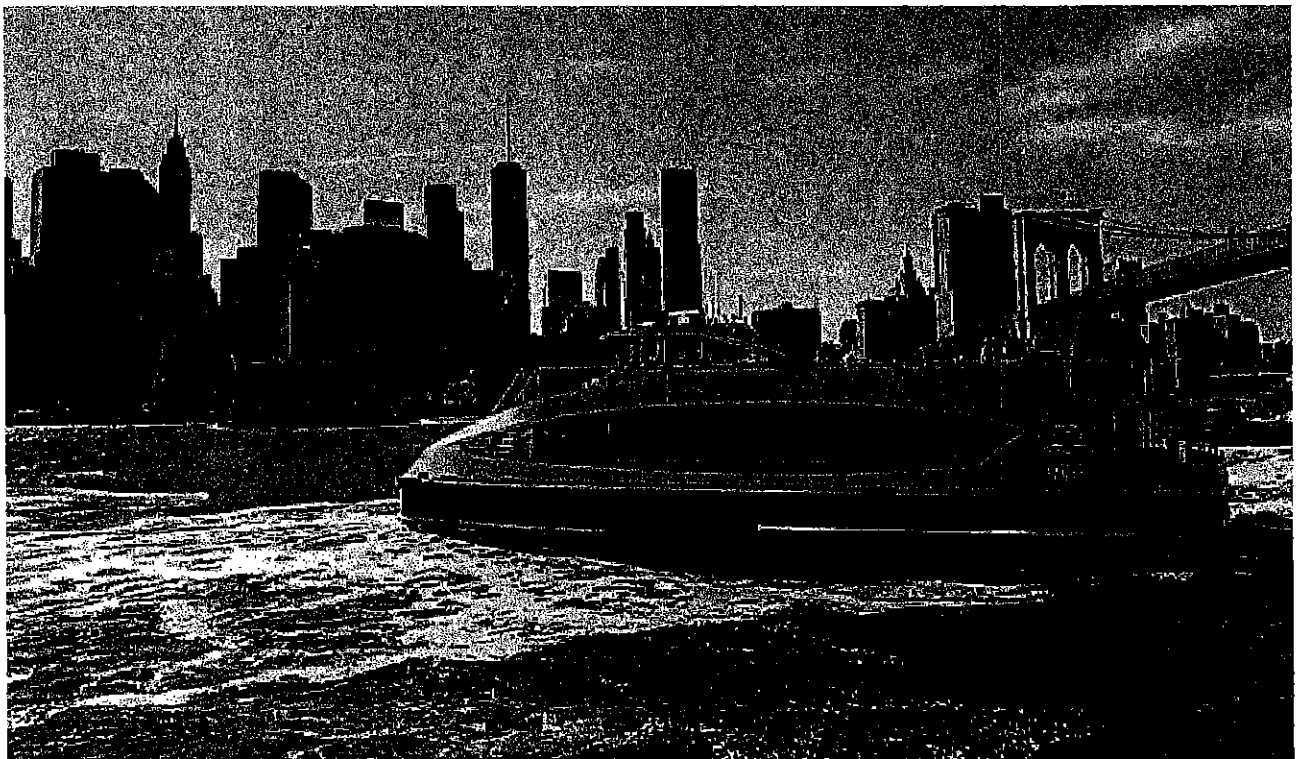
METAL SHARK

**Miami-Dade County Fire Rescue
FB-00968**

90 Endurance – Aqueos Dive Support and Response Platform



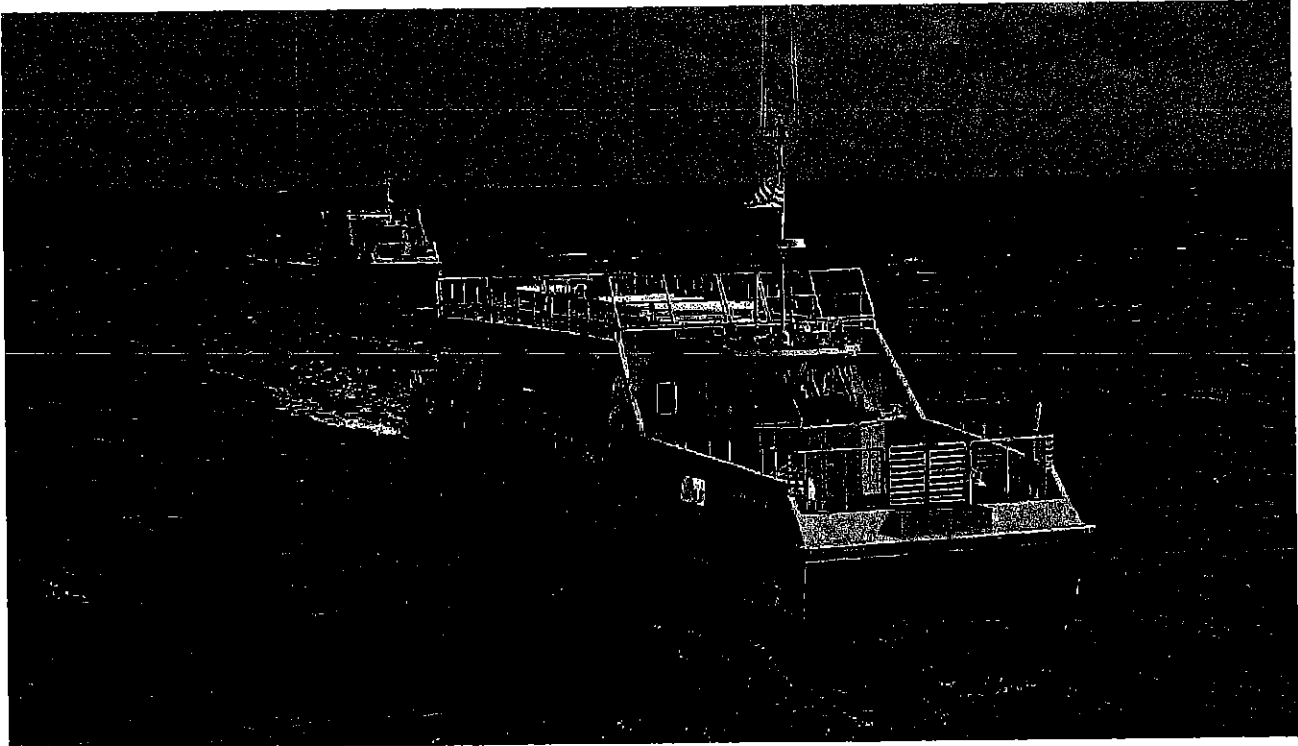
95 Endurance – Hornblower (New York City) Passenger Ferry





METAL SHARK

85 Endurance – Potomac River Taxi Passenger Ferry



105 Endurance – New Orleans RTA Passenger Ferry





METAL SHARK

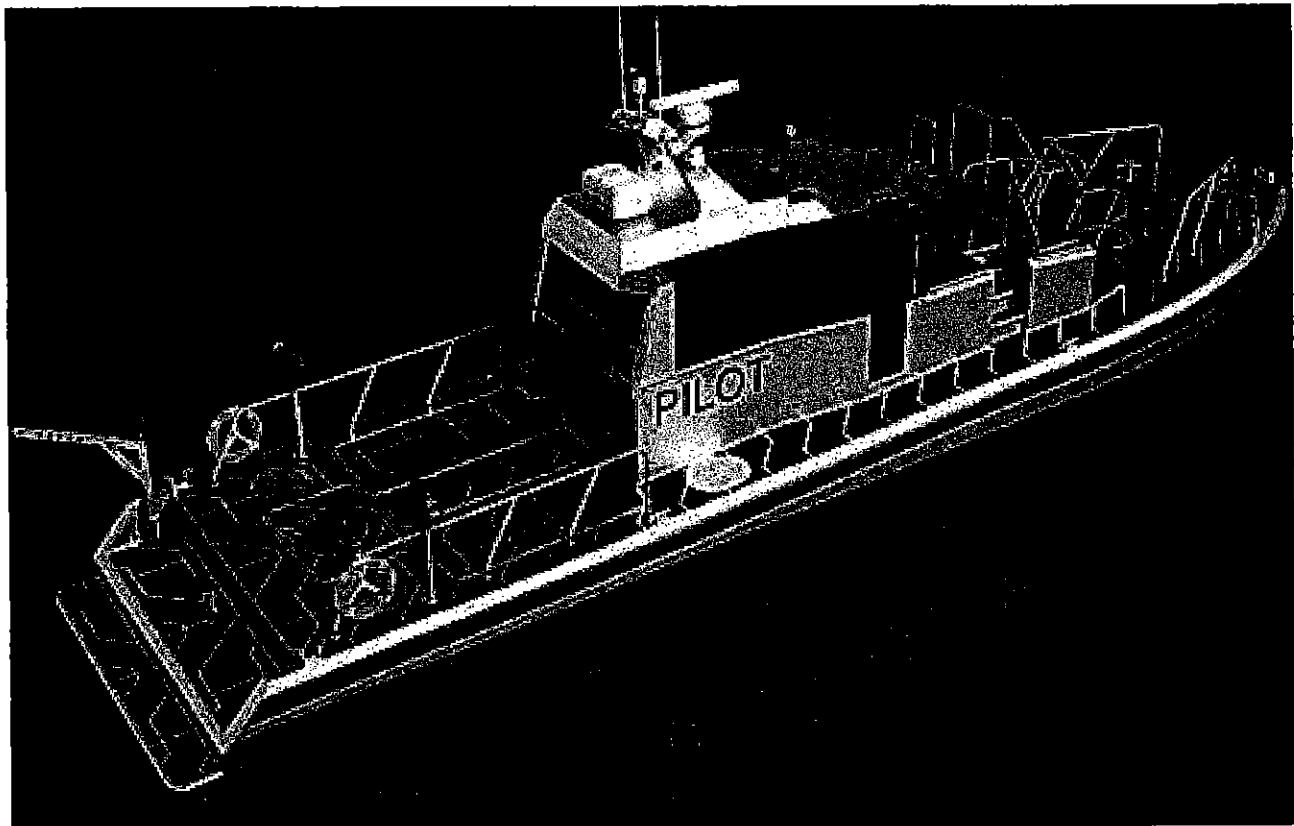
Miami-Dade County Fire Rescue
FB-00968

In Production Vessel Sample Renderings

85 Defiant – US Navy - NCPV Variant (Deliveries start Q4 2018)



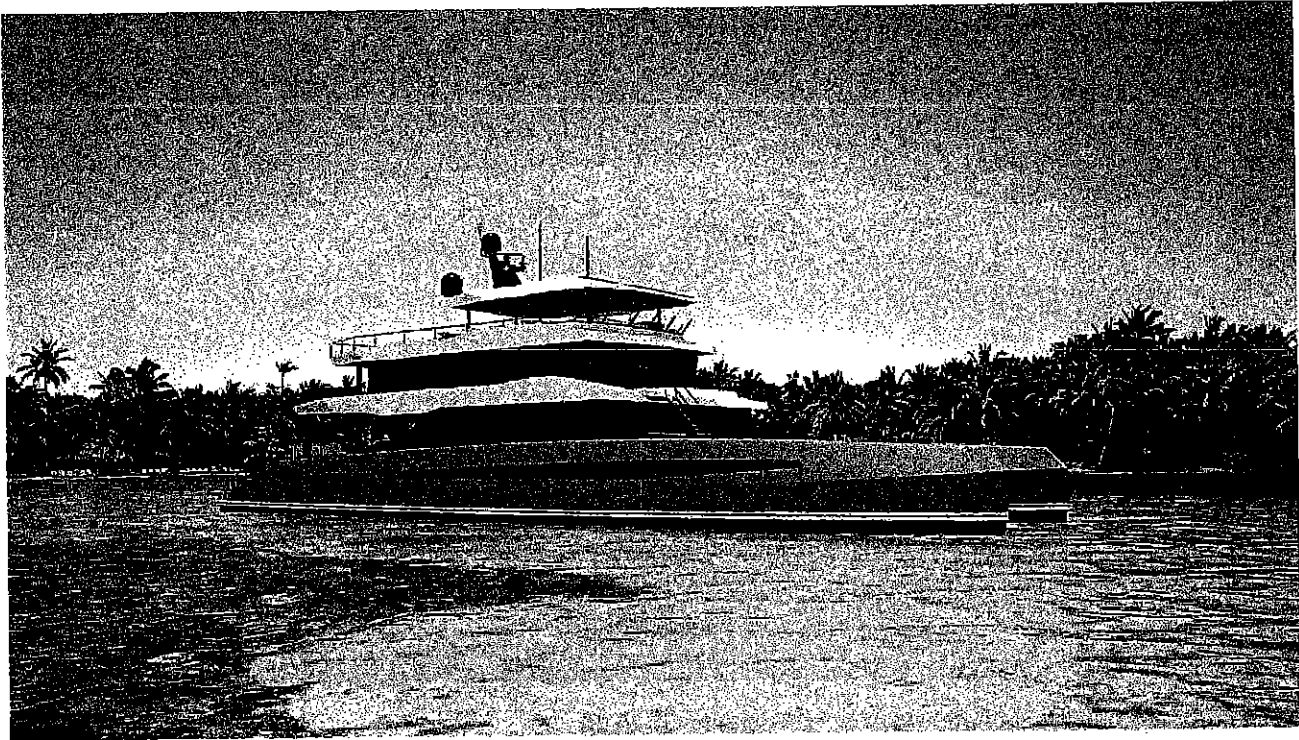
64 Defiant – Brazos River Pilots – Pilot Boat (Delivery Q1 2019)



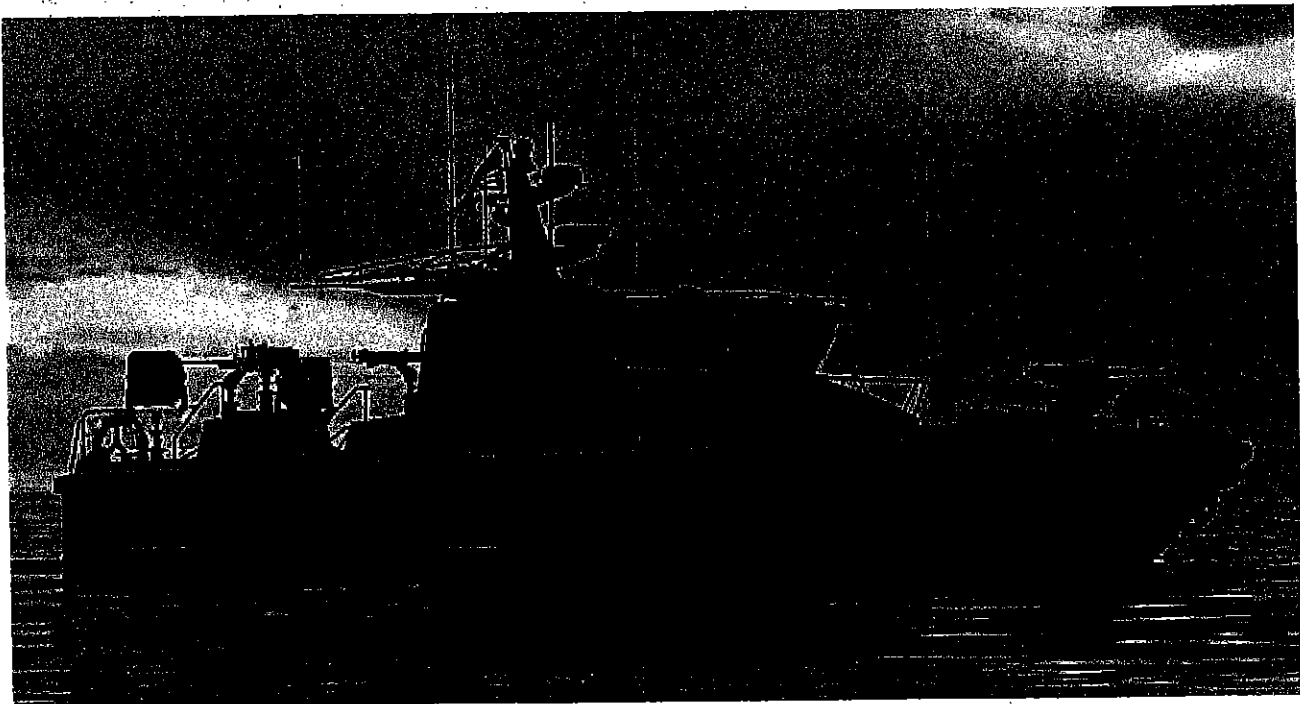


METAL SHARK

158' Expedition Yacht – Private Customer (Miami, FL Resident) – (Delivery Q4 2019)



43 Defiant – Full Production PBX Variant (Deliveries Ongoing)





METAL SHARK

**Miami-Dade County Fire Rescue
FB-00968**

References

Below is a sample list of multiple references covering our vast portfolio of experience with multiple crafts as well as customer types.

Port of South Louisiana

(1) 75 Endurance Fire/Rescue/CBRNE (NFPA Type 2)

Brian Cox

Director of Operations

bcox@portsl.com

(985) 652-9278

Virginia Beach Marine Police

(2) 35 Defiant

(1) 33 Relentless

(1) 24 Relentless (NFPA Type 5)

Reggie Padgett

Fleet Administrator

rpadgett@vbgov.com

(757) 385-1925

Aqueos

(1) 90 Endurance

Ted Roche

President/CEO

(337) 714-0033

troche@aqueossubsea.com

FWC

(1) 42 Fearless

(2) 28 Relentless

(2) 25 Courageous

Paul Ouellete

Fleet Director

Paul.ouellette@myfwc.com

(850) 661-2505

Miami Beach Fire Department

(1) 28 Courageous Fire/Rescue (NFPA Type 4)

Matt Fisikelli

Division Chief

matthewfisikelli@miamibeachfl.gov

(305) 673-7118

Iona McGregor Fire District

(1) 32 Defiant Fire/Rescue (NFPA Type 5)

Marc Mascarelli

Battalion Chief

**METAL SHARK**

mascarelli@ionafire.com
(239) 565-7838

**Miami-Dade County Fire Rescue
FB-00968****Greater Naples Fire Department**

(1) 36 Courageous Fire/Rescue/CBRNE (NFPA Type 5)
Wayne Martin
Deputy Director
wmartin@gnfire.org
(239) 348-7540

US Navy

Multiple Platforms and Programs
Dan Shimooka
Service Craft and Targets
Daniel.shimooka@navy.mil
(202) 781-5028

Virgin Island Port Authority/St. Thomas Pilots

(1) 50 Defiant Pilot Boat
(1) 32 Defiant Port Security Boat
Eric Dobson
Captain
sttpilots@gmail.com
(340) 514-9684

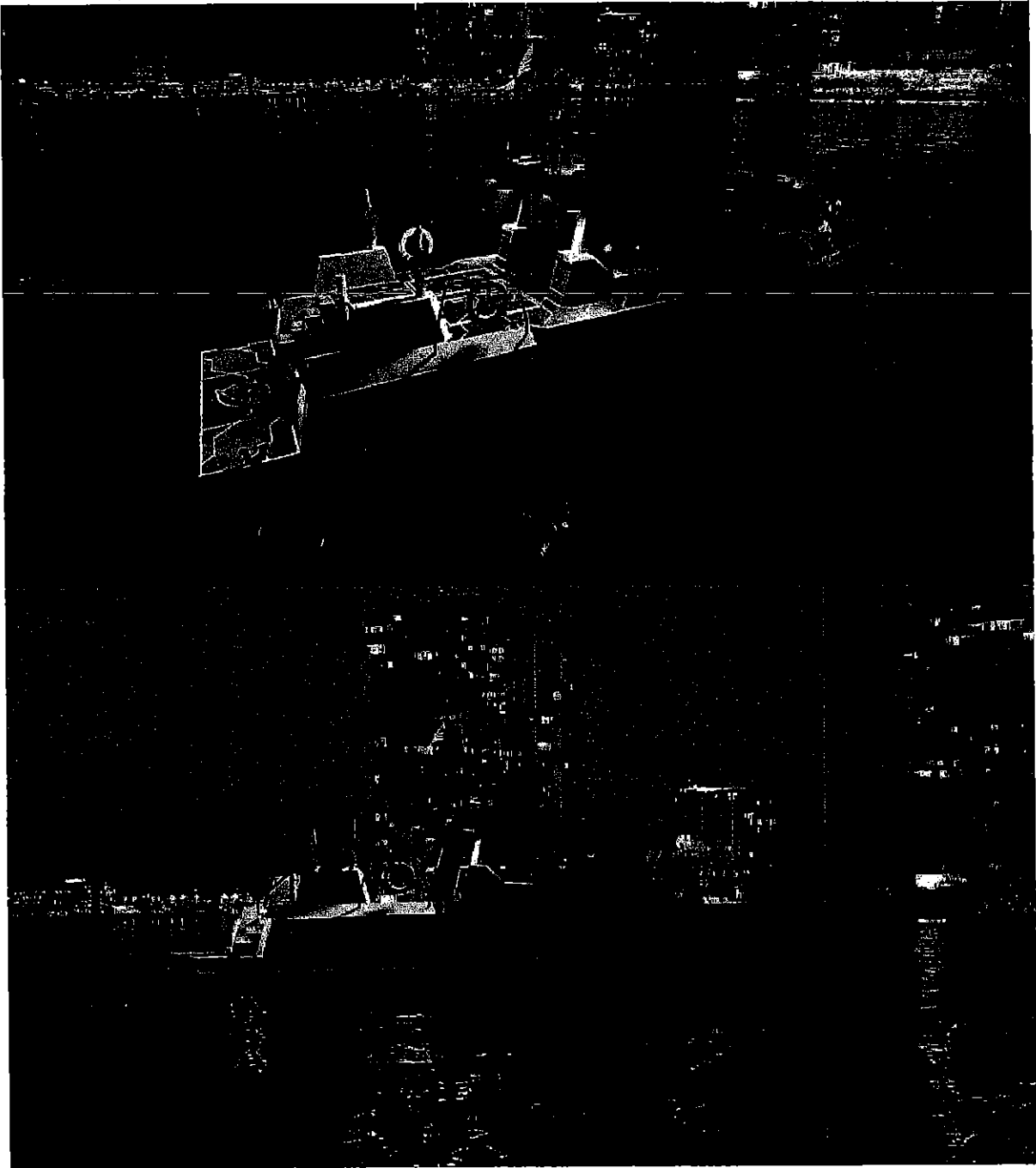
US Coast Guard

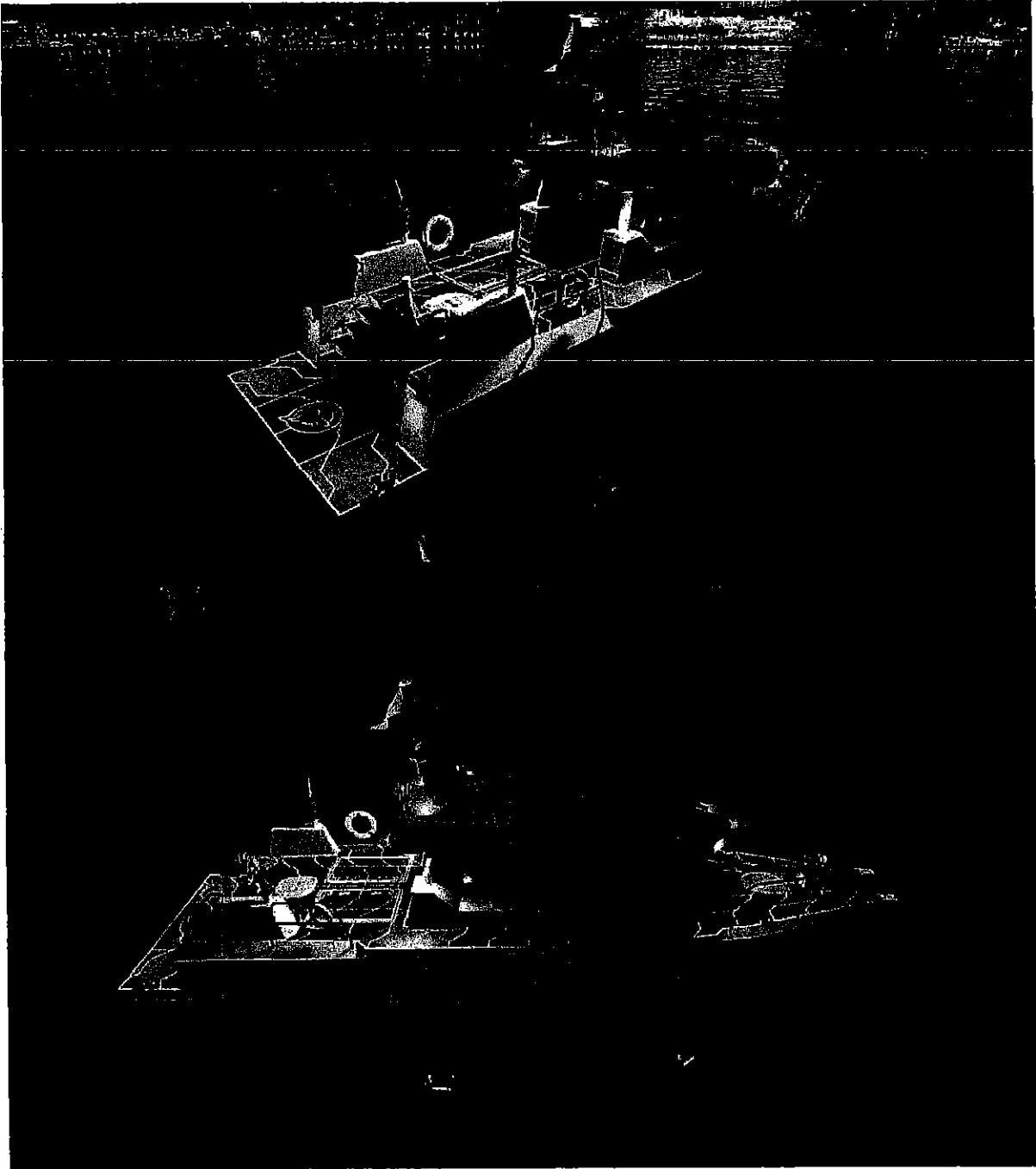
Multiple Platforms and Programs
Courtney LeBlanc
Senior Case Manager - FMS
Courtney.d.leblanc@uscg.mil
(202) 781-5028

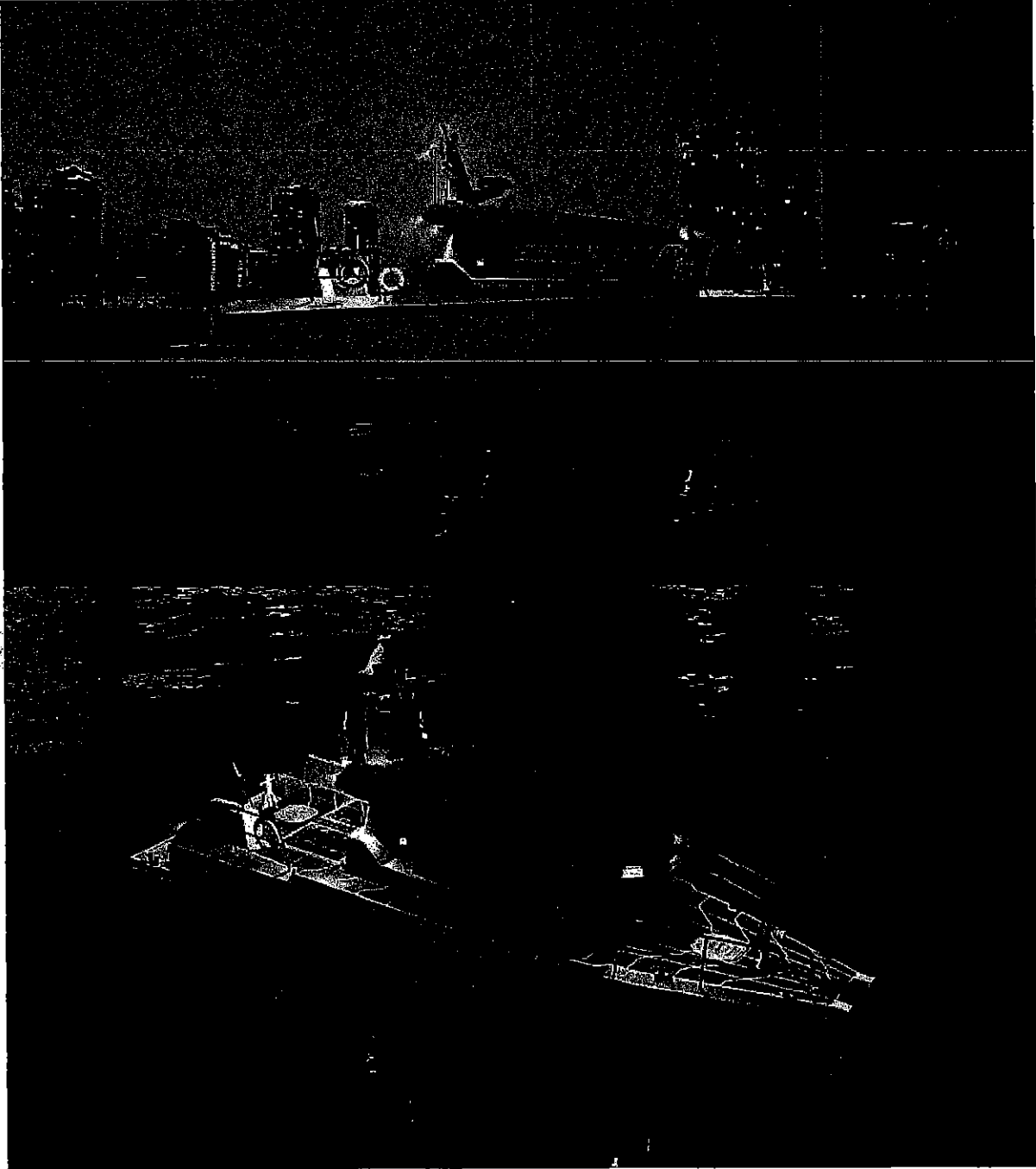
Puerto Rico Police Department

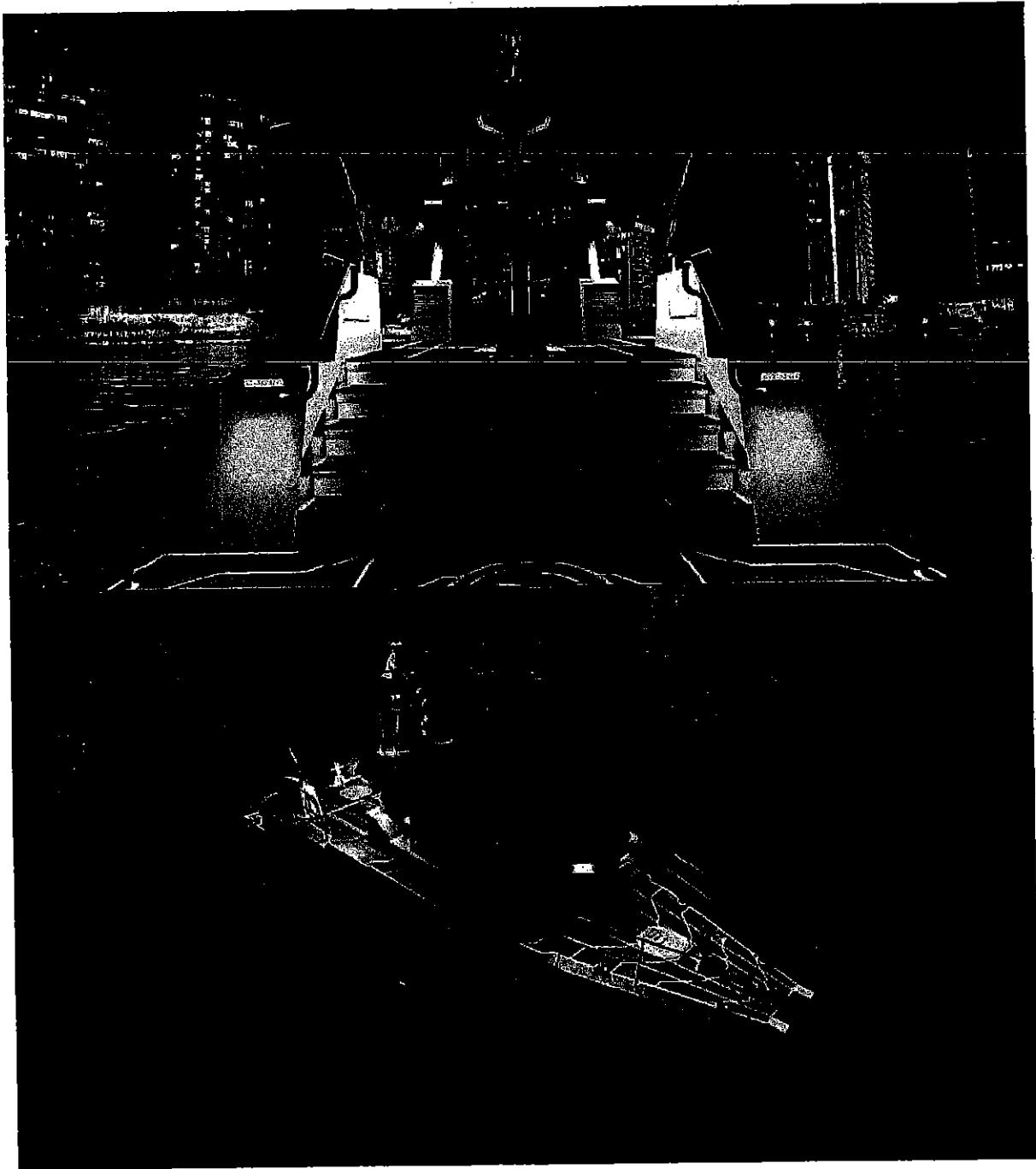
(3) 36 Fearless
(1) 35 Defiant
Edwin Burgos Ayala
Sergeant
EBurgos3@policia.pr.gov
(787) 300-0034

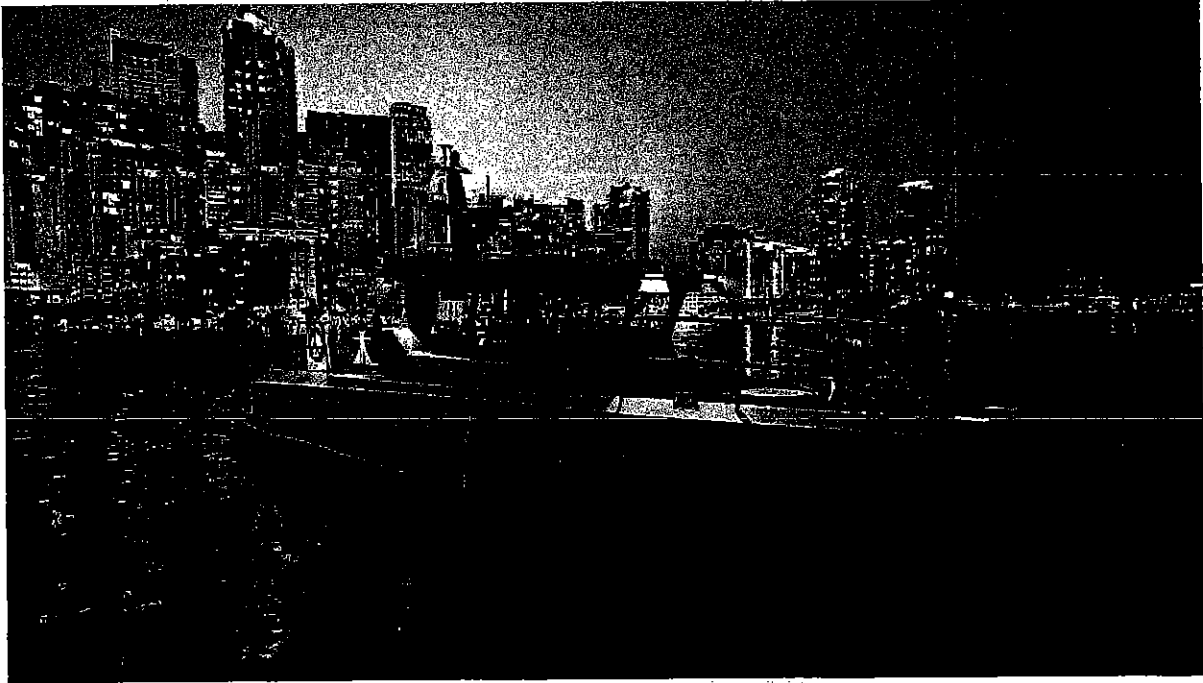
50 DEFIANT VESSEL RENDERINGS

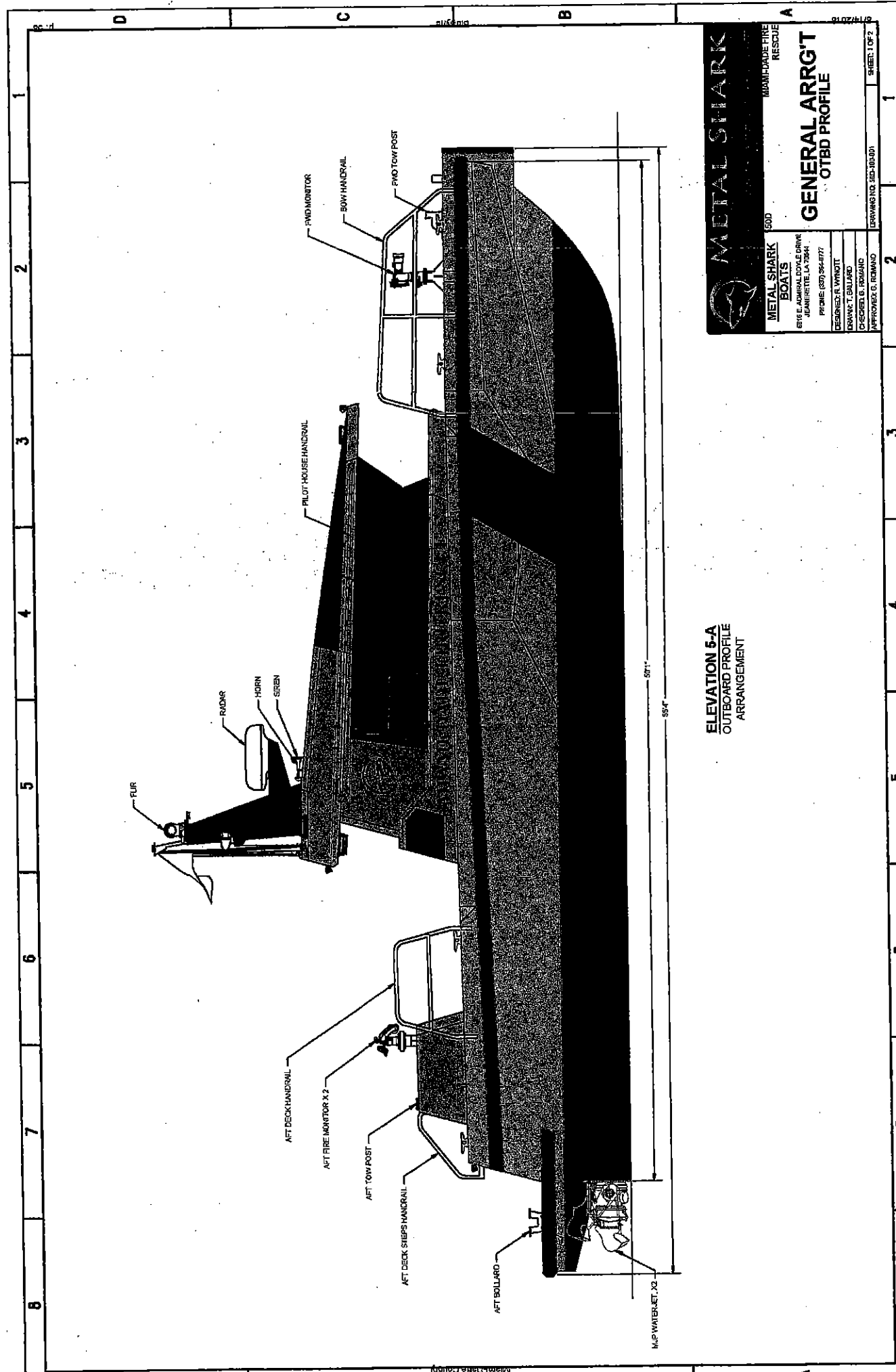












ELEVATION 5-A
OUTBOARD PROFILE
ARRANGEMENT

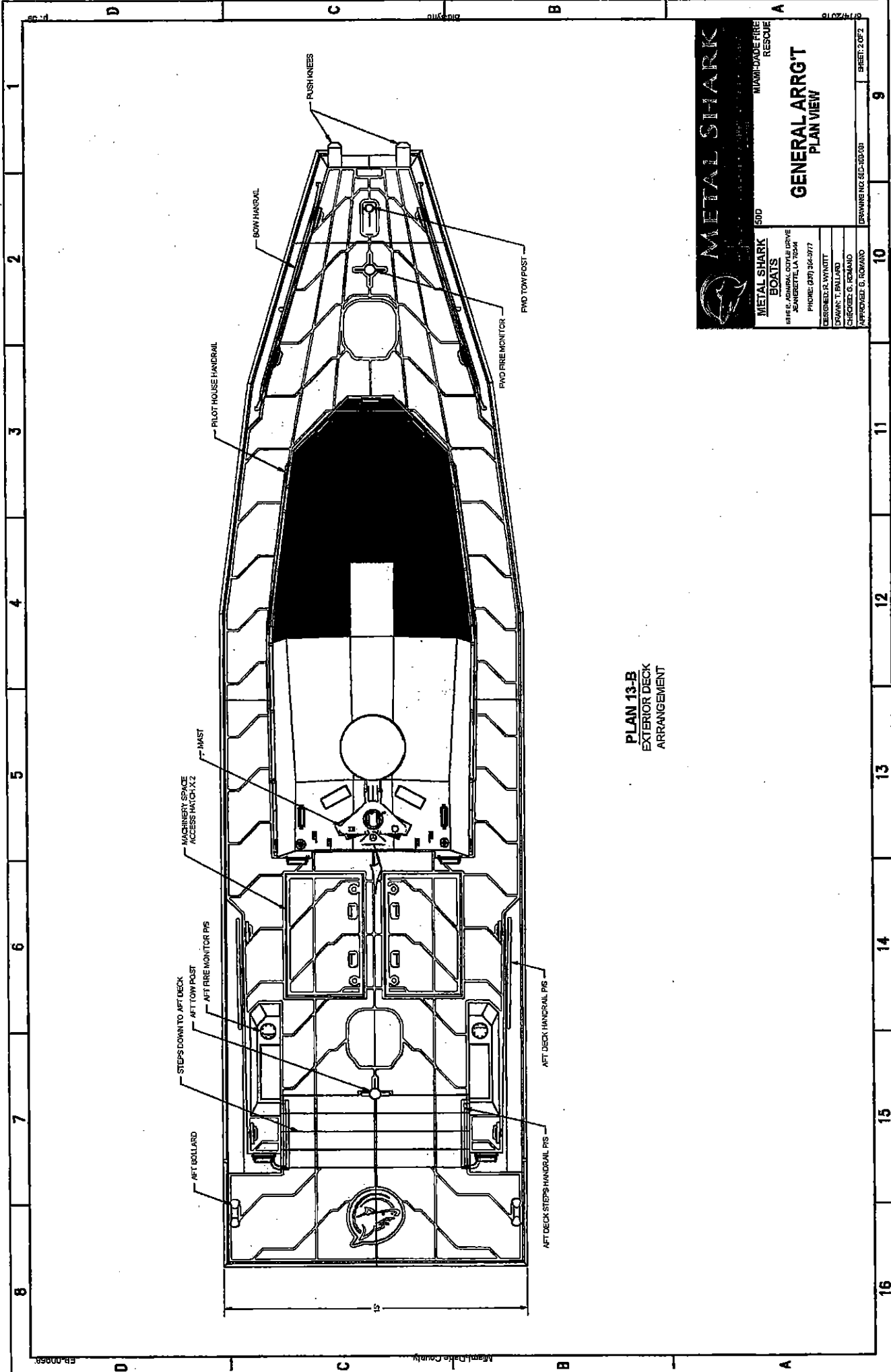
METAL SHARK
 MUNICIPAL FIRE RESCUE
GENERAL ARRGT
OTBD PROFILE

METAL SHARK BOATS
 8718 E. ADMIRAL DOVALE DRIVE
 JEANERETTE, LA 70044
 PHONE: (504) 364-1777


DESIGNED BY: WYNOTT
 DRAWN BY: BALLARD
 CHECKED BY: ROMANO
 APPROVED BY: ROMANO

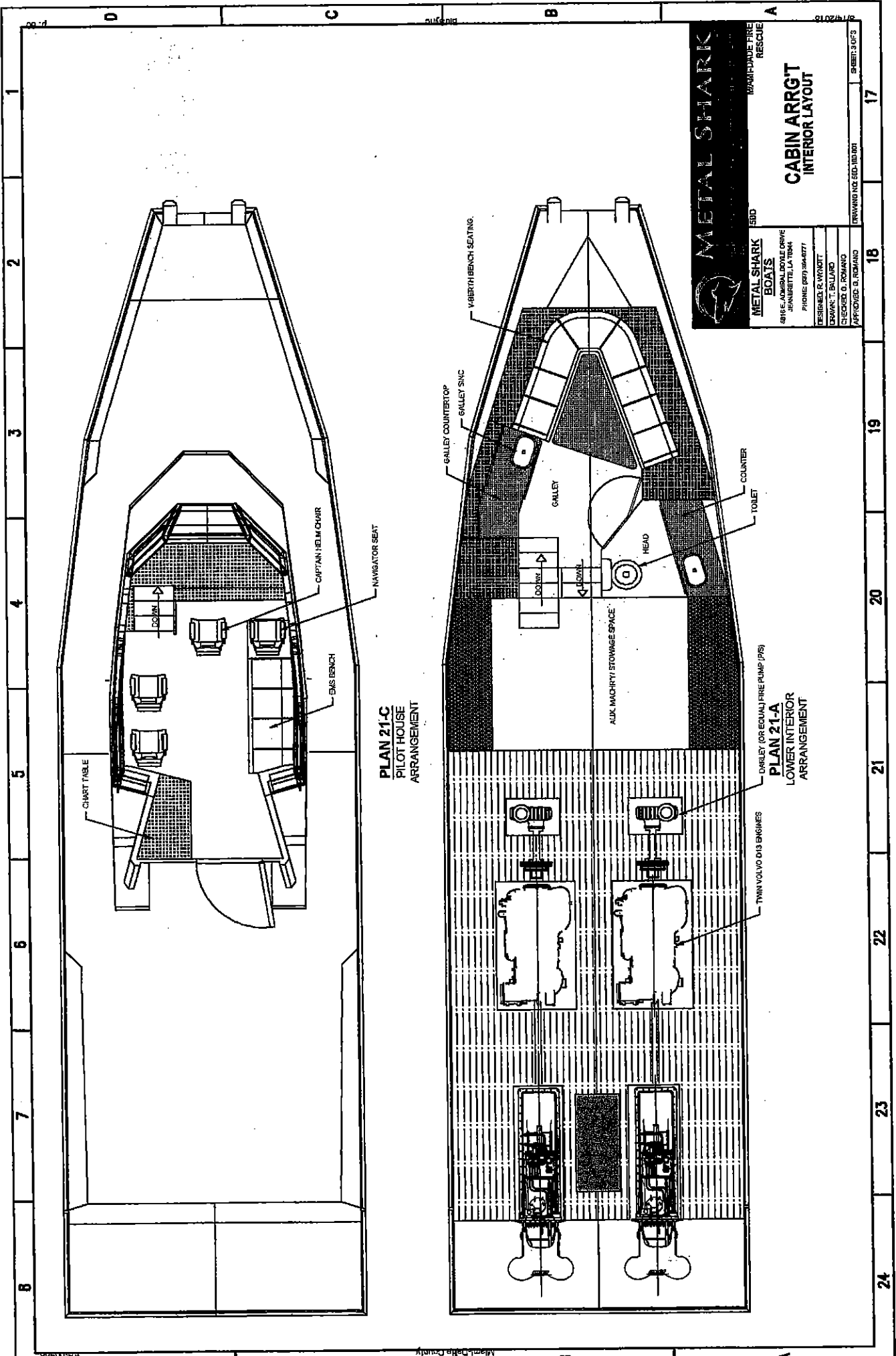
DRAWING NO. 303-10-001
 SHEET 1 OF 2

26



PLAN 13-B
 EXTERIOR DECK
 ARRANGEMENT

 METAL SHARK BOATS	METAL SHARK 500	MIAMI-DADE FIRE RESCUE
	811 E. ADMIRAL DUDLEY DRIVE DANFORTH, FL 33004 PHONE: (305) 366-3977 CESSILIA R. WYATT DONNA T. BALLARD SAGEE C. EDWARDS APPROVED: G. ROBERTO	GENERAL ARRGT PLAN VIEW



PLAN 21-C
PILOT HOUSE
ARRANGEMENT

PLAN 21-A
LOWER INTERIOR
ARRANGEMENT

METAL SHARK
BOATS

4916 ADMIRAL DOWLE DRIVE
SCARBOROUGH, ONTARIO
PHONE: (416) 291-4477
DESIGNED BY: WOODT
DRAWN BY: BALLARD
CHECKED BY: ROMANO
APPROVED BY: ROMANO

REVISION NO. 500, 100, 001

1500
EMERGENCY FIRE
RESCUE

**CABIN ARRGT
INTERIOR LAYOUT**

1 2 3 4 5 6 7 8

A B C D

17 18 19 20 21 22 23 24

Solicitation FB-00968

NFPA 1925 TYPE III VESSEL FOR MDR

Solicitation Designation: Public



Miami-Dade County

Solicitation FB-00968 NFPA 1925 TYPE III VESSEL FOR MDFR

Solicitation Number FB-00968
Solicitation Title NFPA 1925 TYPE III VESSEL FOR MDFR

Solicitation Start Date Jul 2, 2018 5:26:47 PM EDT
Solicitation End Date Aug 6, 2018 6:00:00 PM EDT
Question & Answer End Date Jul 9, 2018 7:00:00 AM EDT

Solicitation Contact Lourdes Betancourt
305-375-4121
l1121@miamidade.gov

Solicitation Contact Vanessa Lauchaire
Procurement Contracting Manager
ISD - Procurement Management Services
305-375-4263
Vanessa.Lauchaire@miamidade.gov

Contract Duration See Bid Documents
Contract Renewal 1 annual renewal
Prices Good for 30 days
Pre-Solicitation Conference Jul 6, 2018 9:00:00 AM EDT
Attendance is optional
Location: Miami-Dade Fire Rescue Department's Marine Services Bureau Port
Miami 901 S. America Way Terminal H Miami, FL 33132

Solicitation Comments The purpose of this solicitation is to establish a contract for the purchase of various National Fire Protection Association (NFPA) 1925 Type III aluminum vessels fifty feet (50) in length for Miami-Dade Fire Rescue (MDFR).

Item Response Form

Item FB-00968-01-01 - NFPA 1925 TYPE III VESSEL FOR MDFR
Quantity 1 each
Unit Price \$1,717,178.00
Delivery Location Miami-Dade County
Miami-Dade Fire Rescue Department Marine Services Bureau
Port Miami
901 S. America Way
Terminal H
Miami FL 33132
Qty 1



Description

The purpose of this solicitation is to establish a contract for the purchase of various National Fire Protection Association (NFPA) 1925 Type III aluminum vessels fifty-feet (50) in length for Miami-Dade Fire Rescue (MDFR).

BID NO.: FB-00968
NFPA 1925 TYPE III VESSEL FOR MDR
Aug 6, 2018



MIAMI-DADE COUNTY, FLORIDA

INVITATION
TO BID

TITLE:
NFPA 1925 TYPE III VESSEL FOR MDR

FOR INFORMATION CONTACT:
Lourdes Betancourt 305-375-4121 | 1121@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS (SECTION 1), AND SUBMIT ALL QUESTIONS/CLARIFICATION IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.
- THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ALL BIDDERS/PROPOSERS RESPONDING TO THIS SOLICITATION.
- FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER BIDDER'S/PROPOSER'S BID/PROPOSAL NON-RESPONSIVE.



SECTION 1

GENERAL TERMS AND CONDITIONS:

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These general terms and conditions are considered non-negotiable.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/gnceral-terms-and-conditions-r18-1.pdf>

NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic bid/proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit a bid/proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of Bidder's/Proposer's bid/proposal can be submitted via **HARDCOPY, EMAIL, or FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid/proposal will

be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid/proposal response must be submitted in accordance with all specifications contained in the solicitation electronically.

SOLICITATION TITLE: NFPA 1925 TYPE III VESSEL FOR MDFR

SOLICITATION NO.: FB-00968

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of National Fire Protection Association (NFPA) 1925 Type III aluminum vessels fifty-feet (50') in length for Miami-Dade Fire Rescue (MDFR).

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners (BCC), or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Procurement Management Division. The contract shall expire on the last day of forty-eighth month.

2.3 PRE-BID CONFERENCE

The pre-bid conference will be held on July 6, 2018 at 9:00 a.m. Eastern Standard Time. The conference will be held at Miami-Dade Fire Rescue Department's Marine Services Bureau located at Port Miami 901 S. America Way Terminal H Miami, FL 33132. The conference will be held to discuss the special conditions and specifications included within this solicitation. It is highly recommended that a representative of the intended Bidder's attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Bidders are requested to bring this solicitation document to the conference, as additional copies may not be available. Multiple members of individual community councils may be present.

2.4 METHOD OF AWARD

Award of this contract will be made to the lowest priced responsive, responsible Bidder who meets minimum requirements as specified below:

2.4.1. MINIMUM REQUIREMENTS:

- 2.4.1.1 Bidder must be the vessel's manufacturer or fabricator who has experience in the field of building NFPA 1925 aluminum vessels and not a third party vendor.
- 2.4.1.2 Bidder must have proof that it has built at least ten (10) or more "like" vessels within the last five (5) years that are currently in service.
- 2.4.1.3 The Bidder shall include the location of the factory where the vessel will be built and assembled per Section 2.9 Inspection Before Completion for MDFR to examine the vessel(s) and conduct inspections.

SOLICITATION TITLE: NFPA 1925 TYPE III VESSEL FOR MDFR

SOLICITATION NO.: FB-00968

- 2.4.1.4 The Bidder shall provide at least four (4) verifiable references. The Bidder must have at least five (5) years in this type of business to demonstrate that they are regularly engaged and have sufficient experience and expertise in building NFPA Type vessels. These references shall ascertain to the County that the Bidder has the experience and expertise needed to complete the vessel on time and within budget.
- 2.4.1.5 Bidder shall provide for verification purposes photographs of four (4) different "like" vessels built within the past five (5) years as part of the submittal package.
- 2.4.1.6 The Bidder shall design vessel using Computer-Aided Design (CAD) software, two-dimensional (2D), and three-dimensional (3D) renderings of the vessel and shall submit three (3) sets of blueprints as part of the submittal package. The renderings shall include drawings of vessel showing all six (6) sides of the vessel on the exterior, all inboard profiles, arrangement plan, transverse section views in the forward cockpit, pilothouse, and aft cockpit (towards the stern (rear) of the ship), V-berth area, and specific drawings of the fire suppression system including all plumbing and fire-pump configurations. The Bidder shall provide slight line drawings that depict a six-foot (6') tall person standing at the helm, the engineer panel, and v-berth.
- 2.4.1.7 The Bidder shall provide MDFR with all of the construction and outfitting specifications, drawings, weight survey, maximum draft, estimated speed, hydrostatics, and all structural calculations for the vessel. Structural calculations shall meet Lloyd's Rules for Special Service Craft (2015). The vessel shall comply with the American Boat and Yacht Council (ABYC) regulations for hull, machinery, and electrical. The awarded Bidder shall have a Certified Professional Engineer (C-PE) approve and certify the vessel based on Lloyd's Rules for Special Service Craft and ABYC standards including the electrical load calculation. In addition, the vessel shall meet all NFPA 1925 standards.
- 2.4.1.8 The awarded Bidder shall within ninety (90) days after solicitation is awarded submit a letter from MJP agreeing to the following:
- 2.4.1.8.1 To provide in-house train the trainer instruction in how to properly maintain and repair the specific MJP jets that are installed on the vessel to a minimum of three (3) representatives from MDFR at MJP's Corporate Headquarters. The course shall enable MDFR to receive MJP's Master Certification. The training program shall be developed for the exact products used by the MDFR.
- 2.4.1.8.2 MDFR shall be allowed to order parts directly from MJP's regional power center as needed to facilitate repairs and parts ordering for MJPs throughout the ownership of the awarded vessel. MDFR shall have full warranty authorization for repairs.
- 2.4.1.8.3 The awarded Bidder shall make full arrangements at no additional cost to the County with MJP for the training at MJP's Corporate Headquarters.

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2.4.1.8.4 MJP's service engineers and staff support center shall be available to MDFR 24/7 365 days a year.

2.4.2 The awarded Bidder shall submit documentation to Volvo Penta, engines manufacturer of Volvo D13 inboard diesel engines rated at 1000 HP Each, with built as rescue boat per 3.3 Base Boat Requirements, with U.S. Coast Guard approval 160.156.

2.4.3 The awarded Bidder shall within ninety (90) days after solicitation is awarded submit a letter from Volvo Penta agreeing to the following:

2.4.3.1 To provide in-house train the trainer program in how to properly maintain and repair Volvo Penta engines installed on the vessel to a minimum of three (3) representatives from MDFR at Volvo Penta facility.

2.4.3.2 The awarded Bidder shall make full arrangements with Volvo Penta for the training at the Volvo Penta facility.

2.4.3.3 MDFR shall be allowed to order parts and new Volvo Penta motors directly from Volvo Penta's regional power center as needed to facilitate repairs and parts ordering throughout the ownership of the awarded vessel. MDFR shall have full warranty authorization for repairs.

2.4.3.4 Volvo Penta's service engineers and a support center available to MDFR 24/7 365 days a year.

2.5 PRICE

If a Bidder is awarded a contract under this solicitation, the price offered by the awarded Bidder shall be firm and fixed for the term of the Contract.

2.6 ESTIMATED QUANTITIES

The County will purchase one (1) National Fire Protection Association (NFPA) 1925 Type III aluminum vessel fifty-feet (50') in length upon award of this solicitation, however, the County may purchase up to two (2) additional vessels during the term of the contract.

2.7 INSURANCE

Section 1.22, Insurance Requirements, of the Terms and Conditions, Section A is amended as follows:

- A. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes, including, coverage under the U.S. Longshoremen and Harbor Workers' Act (USLH) and Jones Act coverage.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Protection and Indemnity Insurance in an amount not less than \$1,000,000 covering combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

2.8 STANDARD BOND REQUIREMENTS

Simultaneously with this delivery of the executed Contract document to the County, the Bidder to whom the Contract has been awarded must deliver to the County an executed Contract Bond on the prescribed form or in Cash, each in the amount of 100 percent (100%) of the total amount of the accepted bid, as security for the faithful performance of this Contract and for the payment with. If Cash is used in lieu of the bond, all terms and conditions stipulated in the bond shall be just as applicable. The Contract Bond shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

- (a) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

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(b) On Contract amounts of 500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
2. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss.31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Accepted on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- (c) For Contracts in excess of 500,000 the provision of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on Treasury List.
- (d) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- (e) The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Statutes 255.05 provide for the following conditions to be made in all Contract Bonds relating to public projects. The same conditions shall be just as applicable for Cash used in lieu of the bond.

"A claimant, except a laborer, who is not privy with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection.

A claimant who is not privy with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies".

The Contract Bond or Cash used in lieu of the bond shall remain in force for one (1) year from the date of final acceptance of the work to protect the County against losses resulting from latent defects in materials or improper performance of work under the Contract. If the County exercises its option to extend the Contract period by one year, provided the awarded Bidders maintains the same prices as in the first contract period, to protect the County against losses resulting from latent defects in materials or improper performance or work under the Contract.

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The cost of the bond(s) shall be included in the Total Amount Bid. The County shall make no separate payment for the cost of said bond(s).

The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425 of the Florida Statutes.

In the event the Surety on the bond(s) given by the awarded Bidder becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the awarded Bidder shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

2.9 PROGRESS INSPECTIONS (PRIOR TO DELIVERY) BEFORE COMPLETION

The awarded Bidder shall allow MDFR representative(s) to inspect and examine the vessel, as needed, at their boatyard before the delivery date. The inspections will be as follows but not limited to:

- 2.9.1 The first inspection will be performed when the keel is laid and pilothouse is complete. The vessel's hull must be fully accessible and will be inspected for proper welding techniques and structural integrity.
- 2.9.2 The second inspection will be performed when the driveline is installed and rigging is complete.
- 2.9.3 The third inspection will be performed when all electronics are installed and rigging is finalized.
- 2.9.4 The fourth inspection will be done once the vessel is complete. During this inspection, a sea trial will be performed at the awarded Bidder's boatyard/location.

2.10 DELIVERY

The awarded Bidder shall deliver 2018 model year or newer vessel(s) within a maximum of three hundred and sixty five (365) calendar days after the purchase order is placed by MDFR.

All deliveries shall be made in accordance with best commercial practices and all required delivery timeframes shall be adhered to by the awarded Bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the awarded Bidder shall notify MDFR of any delays immediately and in advance of the original delivery date so that a revised delivery schedule can be appropriately considered and approved by MDFR.

Should the awarded Bidder fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the awarded Bidder with any re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

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2.11 WARRANTY

A. Type of Warranty Coverage Required

- i. In addition to all other warranties that may be supplied by the Original Equipment Manufacturer (OEM) of driveline components, electronics, or equipment, the awarded Bidder shall warrant its hull, structure, craftsmanship, and welds for a period of fifteen (15) years from the date of acceptance by MDFR. This warranty requirement shall remain in full force for this period; regardless of whether the awarded Bidder is under contract with the County at the time of defect or not. Any section or area of the vessel that suffers electrolysis or pitting from poor craftsmanship, or design, will be cut and replaced with a new section of aluminum by the awarded Bidder or designated repair center as per factory specifications.
- ii. The awarded Bidder shall be capable of performing at no additional cost to the County warranty repairs needed and supplying parts within forty-eight (48) hours since the solicitation is for emergency vessels and cannot be out of service due to warranty issues. The Bidder shall incur all expenses when providing repairs, supplying parts, or rendering warranty services.
- iii. Warranty for repair services against faulty labor, craftsmanship errors, defective materials, or faulty equipment shall be for two (2) years starting on the date of acceptance by MDFR. This warranty requirement shall remain in force for the period of two (2) years; regardless of whether the awarded Bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the awarded Bidder does not constitute a waiver of these warranty provisions. Additional warranty details are as listed below:
- iv. Lifetime warranty on all glass to be free of leaks, defects, or build design.
- v. The awarded Bidder shall cover all warranty costs for parts, repairs, labor, and/or transportation during the warranty period as listed and described.
- vi. 2 year full bow to stern warranty on "ALL" products, equipment, craftsmanship, and components installed regardless of manufacturer or supplier starting the day of acceptance by MDFR.
- vii. Warranty response shall be provided by the awarded Bidder within twenty-four (24) hours to PortMiami or designated boat yard as determined by MDFR from the date MDFR contacts the awarded Bidder.
- viii. In case of an emergency and the awarded Bidder cannot meet the established response time of twenty-four (24) hours, warranty repairs shall be approved by the awarded Bidder to be performed by MDFR's Marine Craft Technician (MCT). MDFR will invoice and shall be reimbursed by the awarded Bidder within thirty (30) days at 1 ½ times the full hourly rate of the MCT. These charges will be mutually agreed in writing between MDFR and awarded Bidder prior to the work being performed by the MCT.
- ix. The awarded Bidder shall supply parts, equipment, or supplies needed while under warranty within 48 hours delivered to PortMiami or designated boatyard.

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- x. A full Warranty Statement shall be included as part of the bid proposal.
- B. Correcting Defects Covered Under Warranty

The awarded Bidder shall promptly correct any deficiency, at no cost to the County, within two (2) calendar days if parts are available after the County notifies the awarded Bidder of such deficiency. If the awarded Bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the awarded Bidder, in writing, that the awarded Bidder may be debarred and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice.

If the awarded Bidder fails to satisfy the warranty claim within the period specified in the notice, the County shall place the awarded Bidder in default of its contract, and/or (b) procure the products or services from another Vendor and charge the awarded Bidder for any additional costs that are incurred by the County for the work, hours, or items needed to correct the concern; either through a credit memorandum or through invoicing.

2.12 WARRANTY FOR TWIN VOLVO D13 INBOARD DIESEL ENGINES RATED @ 1000 HP

- 2.12.1.1 The awarded Bidder shall provide MDFR with the basic Volvo two (2) year or two thousand (2,000) hour warranty and will include in the price of the vessel the extended Volvo factory warranty for an additional three (3) years or five-thousand five hundred (5,500) hours for a total of five (5) years or seven-thousand five hundred hours (7,500) of factory warranty.

2.13 WARRANTY FOR ZF TRANSMISSION

- 2.13.1.1 The awarded Bidder shall provide MDFR with ZF's Transmission basic five (5) year factory warranty.

2.14 WARRANTY FOR MARINE JET POWER (MJP) JETS

- 2.14.1 The awarded Bidder shall provide MDFR with the MJP's two (2) year warranty and shall include in the price of the vessel the extended factory MJP warranty for an additional three (3) years for a total of five (5) year factory warranty.

2.15 USE OF FEDERAL FUNDING

Since the services that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

2.16 FEDERAL STANDARDS

Bidder hereby assures and certifies to the County that it will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C (United States Code). 327, et seq., requiring that mechanics and laborer so (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. s. 201, et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week; and

(3) The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387; and

(4) Davis-Bacon Act of 40 U.S.C. 276a and The Copeland Anti-Kickback Act of 40 U.S.C. 276b; and

(5) Equal Employment Opportunity Act (EEO), 42 U.S.C.; and

(6) The mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, P.L. 94-163; and

(7) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— In accordance with 31 U.S.C. 1352, the Bidder must provide a certification to the Procuring Agency that the Bidder has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.) (Exhibit FED-LB1) A bid, which does not include this certificate, may be considered non-responsive.

Bidders that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(8) Any requirements of 2 CFR (Code of Federal Regulations) pt. 200.318.

(9) Procurement of recovered materials See §200.322.

The Bidder agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

(10) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency (Complete certification attached)

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(11) The Bidder shall not use the DHS (Department of Homeland Security) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA (Federal Emergency Management Agency) pre-approval.

(12) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Bidder will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(13) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Bidder, or any other party pertaining to any matter resulting from the contract.

2.17 EXEMPTION TO CERTAIN CLAUSES

As a Federally-funded agency, the following clauses within Section 1.0 do NOT apply to this contract.

- Section 1 Paragraph 1.11; Local Preferences: Section 2-8.5 of the Miami-Dade County Code, which provides that preference shall be given to local businesses shall NOT apply.
- Section 1 Paragraph 1.36; County User Access Program (UAP) - The fee in the amount of two percent (2%) shall NOT apply.
- Section 1 Paragraph 1.44; Small Business Enterprises (SBE) Measure- shall NOT apply.
- Section 1 Paragraph 1.45; Local Certified serviced-Disable Veteran's Business Enterprise Preference - shall NOT apply.
- Section 1 Paragraph 1.47; First Source Hiring Referral Program ("FSHRP") - shall NOT apply.
- Prompt Payment Terms - Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2, respectively, that are a SBE contract set-aside, bid preference or contain a subcontractor goal, shall NOT apply.

2.18 OFFICE OF INSPECTOR GENERAL

The cost of random audits of one quarter (1/4) of one (1) percent will NOT be incorporated into the contract price of this solicitation. All else remains the same.

SECTION 3

3.1 SCOPE OF WORK

During the term of this contract, the awarded Bidder shall build one (1) or more 2018 Model Year or newer NFPA 1925 Type III aluminum vessels fifty-feet (50') in length, as specified in the purchase order issued by MDRF.

3.2 TECHNICAL SPECIFICATIONS

- 3.2.1 No prototype vessels are acceptable.
- 3.2.2 Rigid-hulled inflatable boats (RHIB) are not acceptable.
- 3.2.3 Sealed hulls are not acceptable.
- 3.2.4 Vessel must have easy access to all areas for repairs, maintenance, and inspections as needed.
- 3.2.5 Vessel shall have watertight sealed access hatches to all large accessible deck areas big enough for human entry i.e., Fuel hole, V-berth, Storage Compartments, Machinery Room, etc.
- 3.2.6 Vessel shall have oversized deck openings for easy access and repairs to all machinery and driveline, with a structurally sound walking center section from Aft to mid-ship.
- 3.2.7 "Hahn" Stainless steel gas struts on all hatches or compartment openings.
- 3.2.8 Vessel shall include a solid trapezoidal extruded rubber rub rail or equivalent.
- 3.2.9 Vessel shall have a flat sheer line from bow to stern as low to waterline as possible as per design and MDRF needs.
- 3.2.10 Vessel shall have a single level flush deck from bow to stern. A stepped deck design will not be accepted.
- 3.2.11 Deck of vessel shall be extra wide adjacent to pilot house for easy walking from Stern to Bow while Firefighters wear their full Personal Protective Equipment (PPE) ensemble including Self-Contained Breathing Apparatus (SCBA) tanks. The minimum walkway (pinch point) will be determined once MDRF has decided on the final vessel size. The pinch point will be no less than 29" at narrowest point.
- 3.2.12 All structure and plating shall be made of U.S. manufactured aluminum with 5086 alloy only – Manufacturer shall be able to demonstrate its ability to track and guarantee alloy type and proper process during the entire project.
- 3.2.13 All structure welding shall be welded with 5356 filler metal.
- 3.2.14 Fully designed and labeled construction drawings shall be created and approved by MDRF prior to the bid being awarded and the commencement of construction/project.
- 3.2.15 The most technologically advanced digital design, cutting, bending, and welding techniques shall be used in the construction of this vessel.
- 3.2.16 Vessel design calculations shall be reviewed and approved by a Certified Professional Engineer (C-PE).

3.3. BASE BOAT:

- 3.3.1 Welded aluminum full cabin response monohull boat that meets or exceeds all applicable ABYC Standards.
- 3.3.2 Welded aluminum Fireboat that meets or exceeds applicable NFPA 1925 Type III pumping requirements or greater.
- 3.3.3 Vessel Length: +/- Fifty foot (50') + Appendages
- 3.3.4 Beam: +/- 15' 9"
- 3.3.5 Draft: =/< 32 inches.
- 3.3.6 Deep vee hull with outer chines and lifting strakes to maximize speed, and maneuverability.

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- 3.3.7 Vessel shall have a 22-degree dead rise or greater chine to cut through rough waters, increase stability & maneuverability.
- 3.3.8 All welded 5086 Aluminum Alloy (5052 is not acceptable anywhere on vessel).
- 3.3.9 Hull, Sides, Stringers, and Bulkheads must meet Lloyd's Rules for Special Service Craft (2015)
- 3.3.10 Keel: Build-in Keel Beaching Double Plate that meets or exceeds Lloyd's Rules for Special Service Craft
- 3.3.11 Deck and Cabin: Lloyd's Rules for Special Service Craft (2015)
- 3.3.12 Transom: Lloyd's Rules for Special Service Craft (2015)
- 3.3.13 Backing Isolator's or most technologically advanced system to isolate dissimilar metals throughout the entire vessel must be used. "Like" metals can touch "unlike" metals **MUST** be isolated.
- 3.3.14 Total 300-Gallon Removable Diesel Fuel Tanks. Two (2) 150 Gallon Aluminum Tanks one (1) Port one (1) Starboard located on vessel as per C-PE to maximize stability, ride and overall work space.
- 3.3.15 Bow eye must be integrated as part of keel (Cannot be welded or bolted on).

3.4. PROPULSION/POWERTRAIN:

- 3.4.1 Twin (2) Volvo D13 Diesel motors rated @ 1000HP each. Engines qualify for U.S. Coast Guard exemption since vessel is built as a "Rescue Boat. Refer to Section 2.4.4 above.
- 3.4.2 ZF Transmission with proper gear ratio as determined by MDFR, awarded Bidder and awarded Bidder's C-PE.
- 3.4.3 MJP Jets. Model, design, and final series/size to be determined during final design phase, as mutually agreed between MDFR and the awarded Bidder, based on vessels weight, displacement, gear ratio, and desired vessel speed.
- 3.4.4 MJP "Jetmaster 3RB" Redundant hydroelectric controls with a backup system built to a class spec. "Controls shall be built to a class-spec" Joy-stick Option included, with three (3) control stations for ease of operation. Final layout to be determined during build out phase.
- 3.4.5 Main Station Control: Steering Tiller, Steering knob or Wheel (+/- 133 degree spring or non-spring return) or (+/-30 degree spring or non-spring return) for common control off the steering nozzles. Twin lever combinator allowing independent thrust and rpm control. Small 3 Axis Joystick VCS.
- 3.4.6 Command panel with push buttons for clutch activation, mode selection, and station transfer is needed. 15" Touch Screen panel for alarm, mode selection, and nozzle positioning. Manual indicators for steering and nozzle position. Manual indicator for reverse bucket position.
- 3.4.7 Driveline shall be engineered and configured to maximize speed, reduce weight, reduce out of service (OOS) time, reduce maintenance cost, and reduce overall repair cost.
- 3.4.8 Vessels must meet or exceed 44 Knots or 51 MPH when fully loaded with all firefighting tools, equipment, personnel and fluids.
- 3.4.9 Water Cooled Exhaust.
- 3.4.10 Muffler Package.
- 3.4.11 Engine Noise and Vibration Reduction Package.
- 3.4.12 Engine gauges, pre-rigging & install - Digital Volvo gauges in easy to read configuration and setup.
- 3.4.13 Two (2) Duplex Fuel/ Water Separators shall be "Baldwin/DAHL" filters. Specific model of filter to be determined during final design phase
- 3.4.14 Dual cooling water strainers. Shall be a "Miller-Leaman" Seawater Cooling System Strainer. Specific model to be determined during final design phase
- 3.4.15 "Lenco" electric trim tabs with LED indicators on the control panel.
- 3.4.16 Power Steering w/ Tilt steering wheel.

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3.5. ACCOMMODATIONS:

- 3.5.1. Fully Integrated Heating Ventilation and Air Conditioning (HVAC) Domestic Low-Profile unit. Raw water-cooling systems are not accepted. HVAC shall be a "Dometic" brand low profile marine air conditioner. Specific model to be determined during final design phase.
 - 3.5.1.1 Marine Quality mini-split type A/C system that could be easily replaced.
 - 3.5.1.2 Ventilation for cabin and berthing areas must be flush mounted to inside of pilothouse with insulated hidden ductwork.
- 3.5.2. Must be designed to operate and maintain a minimum of 73 degrees Fahrenheit throughout the entire pilothouse "Cabin" including the V-berth patient area.
- 3.5.3. Windshield must integrate to side windows to reduce blind spots.
 - 3.5.3.1 Fritted glass to be used to reduce visual obstruction and dramatically increase safety and visibility.
 - 3.5.3.2 Cabin must have a center front glass that opens upwards so that crews inside pilothouse can communicate with crews on the bow of the vessel. Glass Section needs to be minimum 24"x24" with dual hydraulic "Hahn" stainless steel shock absorbers, dual locking internal handles, and sealed to avoid any intrusion of green water coming over the bow while under way or during rough weather conditions.
- 3.5.4. All glass must be tempered fritted glass.
- 3.5.5. "Perko" brand stainless steel doorstop and holder - Perko Catalog Figure #0574.
- 3.5.6. Three aluminum equipment deck boxes. Specific placement and sizes to be determined during final design phase as per the requirements of MDFR.
- 3.5.7. "Perko" stainless steel lockable adjustable mount hold-down clamp - Perko Catalog Figure # 0771, for deck equipment boxes.
- 3.5.8. Overhead fixed spotter windows are fritted and frameless. No roof top openings or hatches are accepted.
- 3.5.9. Aft door shall be constructed to full height capacity and extra wide. Bottom half must be made of aluminum while the upper half is finished in glass in order to facilitate aft viewing by crew. Door entry handle and locking mechanism shall be a "Perko" brand Mortise latch and lockset. Specific model to be determined during final design phase.
- 3.5.10. Large Dash with all gauges positioned in a way to give the operator easy viewing of "ALL" gauges.
- 3.5.11. Overhead Radio Station above workstation between the Operator and the Officer. "Full list of radios will be provided after bidder is awarded in order to accommodate into the design phase". Communication radios will be provided by MDFR to be factory installed and rigged.
- 3.5.12. Nine (9) Overhead LED red/white cabin lights as determined during the design phase.
- 3.5.13. Six (6) 12 Volt large CFM capacity cabin fans to be installed as per final design.
- 3.5.14. Safety grab rails inside cabin as requested during final design phase as approved by MDFR.
- 3.5.15. Three (3) "Shoxs" 3700-X8 LE model swivel, adjustable, forward/rear-sliding seats positioned for the Operator, Engineer, and Officer. Seats will be Black in color with Verde Mantis/Lime Green Stitching and MDFR Logo. Seats must have "Shoxs" Adjustable footrest built under mounting area.
- 3.5.16. Large work (Map/GPS/FLIR) station for Officer with all "PanelTronics" fuses and breakers centrally located along with storage space between the Operator and the Officer.
- 3.5.17. Large dark Grey Emergency Medical Service (EMS) bench seat with full storage underneath. Shall have two (2) Stainless Steel spring lock mechanisms. Shall slide forward for easy cleaning and storage behind or under is not part of the vessels deck.
- 3.5.18. EMS Size for Stokes Basket.

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- 3.5.19. Seatbelts installed every 18" on bench seat to accommodate Pt.'s or secure back boarded Pt.'s as needed.
- 3.5.20. Heavy duty Anti-fatigue "Soft-Deck HPEAFS" mat through the interior of the Pilothouse and V-berth.
- 3.5.21. Non-visible "Dynamat" acoustic noise reduction materials to be used in roof and side walls of Cabin
 - 3.5.21.1 Interior noise of Pilot House shall be less than 85 dB A
- 3.5.22. Two (2) Self-parking stainless steel front windshield wipers shall be sealed waterproof motors, arms, blades and washer assemblies. One (1) for Operator and one (1) for Engineer. Shall be "Marinco" brand. Specific model to be determined during final design phase.
- 3.5.23. One (1) Self-parking Starboard (STBD) side stainless steel windshield wiper and washer assembly to maintain Operators area clear
- 3.5.24. Flush folding radar arch/mast to reduce the vessels bridge clearance as much as possible. Must have an easy 3:1 or 4:1 Stainless steel riggers system with two (2) quick disconnect pins on each side for easy lowering or raising. Vessel bridge clearance shall not surpass twelve feet (12') with arch/mast in the lowered position. All antenna's, lights, Radar, FLIR, and electronic components need to have plenty of chase wire to allow mast to be lowered without compromising the equipment.
- 3.5.25. Full height centerline cabin door
 - 3.5.25.1 Hinged Door
 - 3.5.25.2 Removable without tools
- 3.5.26. Fully enclosed head and decon shower room:
 - 3.5.26.1 Locking Door
 - 3.5.26.2 Showerhead with floor drain into black water reservoir
 - 3.5.26.3 Toilet with foot pump flushing mechanism
 - 3.5.26.4 One (1) overhead white/red 12-volt LED light
 - 3.5.26.5 Large Stainless steel sink and hand wash station
 - 3.5.26.6 12"x18" Stainless steel mirror (No glass)
 - 3.5.26.7 Exhaust Fan with vent to atmosphere outside of the pilothouse
 - 3.5.26.8 Grey water and black water holding tank with pump out as needed per design. Exact size and location will be listed during final design phase.
- 3.5.27. V-Berth lighted with four (4) Overhead 12 Volt white/red LED lights
 - 3.5.27.1 Large patient treatment area, with bench seating inside V-berth to accommodate as many none injured Pt.'s as possible,
 - 3.5.27.2 Seatbelt attachments every 18" on bench seat to secure PT's.
 - 3.5.27.3 Four (4) Self-contained Breathing Apparatus (SCBA) brackets mounted high on the forward bulkhead of the V-berth to secure the current Scott SCBA packs.
 - 3.5.27.4 Two Storage shelves underneath SCBA brackets to secure Bunker Gear and PPE equipment of the individual firefighters.
 - 3.5.27.5 Overhead storage shelf mounted high around the V-berth bench seat in order to store and/or secure small, light, items.
- 3.5.28. LED Lighted V-berth lower deck storage under Operators. Removable door for easy access to Operators station from the rear to fix or diagnose issues behind dash. The storage area will be used to store the following items:
 - 3.5.28.1 Foul Weather Gear
 - 3.5.28.2 MDFR Issued Equipment
 - 3.5.28.3 Mechanic's Tool Box
 - 3.5.28.4 Extra Medical Supplies
 - 3.5.28.5 Backboards.

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3.5.28.6 MCI Triage/Treatment Supplies

3.5.28.7

3.6 COATINGS & MARKINGS:

- 3.6.1 Miami-Dade Fire Rescue "Verde Mantis LZ6A" Sherwin Williams#52844 or RM/BASF# 910117 Hull Sides.
- 3.6.2 White or light color roof paint to reduce glare for helicopters and keep pilot house cool.
- 3.6.3 Bare Aluminum non-painted Cabin/Pilot House sides and front.
- 3.6.4 Sprayed on "Dark Grey" Non-Skid marine surface throughout deck. Reduce heat and slip and fall accidents due to slippery surfaces.
- 3.6.5 Break-Up Pattern throughout Deck to assist with water dispersion.
- 3.6.6 Black Bottom, Anti-Fouling Paint "Interlux Micron CSC."
- 3.6.7 MDRF vinyl hull side lettering as per design approved by MDRF.
- 3.6.8 Vinyl Hull Slash.
- 3.6.9 Complete Placard Label Kit for vessel accessories and options.

3.7 HULL/VESSEL RUB-RAIL PROTECTION SYSTEM:

- 3.7.1 Heavy Duty Extruded Solid Rub Rail
- 3.7.2 Solid Trapezoidal Shape or equivalent rub rail as approved by MDRF during build out design phase through entire side of vessel.
- 3.7.3 Primer and painted behind the rub rail to reduce electrolysis
- 3.7.4 "Extra-Large" Reinforced Swim Platform to include fully surrounded solid rub rail and easy grab bar under deck for divers to use while in the water. Platform must have MDRF and Fire Department "Seal" built into the vessel, visible from above. Graphics will be provided by MDRF once awarded Bidder is announced.
 - 3.7.4.1 Trapezoidal or equivalent solid shape rub rail
 - 3.7.4.2 Backing Isolator
 - 3.7.4.3 Removal Entry/Exit Ladder
 - 3.7.4.4 Multiple ladder attachment points around deck
 - 3.7.4.5 Swim Platform height maximum must be no more than six inches (6") above the waterline with vessel fully loaded

3.8 HULL, DECK FEATURES, & ACCESSORIES:

- 3.8.1 Low level LED Courtesy Lights.
- 3.8.2 "Marinco" brand, Compact Single Trumpet electric horn (12V) item/part # 10010
- 3.8.3 "Perko" brand chrome LED vertical mount navigation lights – Perko Catalog Figure# 1637
 - 3.8.3.1 LED Exterior Navigational Lights.
 - 3.8.3.2 LED Lights as needed based on final vessel design and drawing approvals.
- 3.8.4 Oversized cable raceway w/ extra pull cords for future installations as needed.
- 3.8.5 Sealed bow anchor locker with "Fortress Aluminum Anchor" sized properly for the vessel.
- 3.8.6 Vessel shall have all Stainless Steel Hardware and Latches. No plastic or Steel accepted.
- 3.8.7 Vessel shall have appropriate isolation devices installed anywhere there are two unlike metals touching or in contact with each other.
- 3.8.8 Self-bailing deck w/ oversized scuppers.
- 3.8.9 Two (2) fire extinguishers with mounting assemblies inside Pilot House as per final design.
- 3.8.10 Eight (8) cast welded aluminum cleats 10" as per final design.
- 3.8.11 Two (2) Aft cast aluminum Bollards on deck as per final design.
- 3.8.12 Multi-point sacrificial Anodes to reduce damage caused by electrolysis.
 - 3.8.12.1 Shall include two (2) connection points on STBD Side and two (2) on the Port side of vessel.

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- 3.8.12.2 Shall include grounding cables and clamps.
- 3.8.13 Six (6) 3700 GPH bilge pumps.
- 3.8.14 Removable Flag Mast w/ Storage.
- 3.8.15 Four (4) Folding Dive Tank Holders in the Aft section two (2) Port two (2) Starboard as per final design.
- 3.8.16 Custom Adjustable Floating Dive Ladder with side rails that fit standard Backboard within rails. Minimum width between rails shall be twenty inches (20").
 - 3.8.16.1 Shall operate from platform and able to lock in securely so that rescuers can safely work off ladder.
 - 3.8.16.2 Shall be capable of deploying/retrieving divers, and shall float if it gets dislodged from keeper.
 - 3.8.16.3 Shall have ability to lock at desired angle adjustment, capable of easily sliding a Stokes basket from the water onto the platform for patient removal.
 - 3.8.16.4 Shall be able to be used as a ladder to gain access to the roof of Pilot House and stored on the aft side of the Pilot house opposite of where the Cabin door opens.
- 3.8.17 Quick install/removable Heavy Duty Emergency Tow post to be incorporated during the final design phase between MDFR and awarded Bidder.
- 3.8.18 Deck Grab Rail package as per final design phase between MDFR and awarded Bidder.
 - 3.8.18.1.1 Location, layout, and final design, TBD by MDFR once awarded Bidder provides 3D drawings of vessel.
 - 3.8.18.1.2 FT rails must be fully removable for deployment of rescue rafts from stern deck.
- 3.8.19 Welded in bow "Push Knee" min 36" X36" contact surface with four (4) Trapezoidal or equivalent "solid" rubber strikes. Bolt on knees will not be accepted.
- 3.8.20 Fire suppression system for Machinery Room as per design and required for engines.
- 3.8.21 Redundant Bilge High Water Alarm per compartment as needed.
- 3.8.22 Raw Water wash-down in Aft section near steps to rear platform with quick connect coil hose.
- 3.8.23 Fresh Water wash-down with 25 gallon reservoir tank co-located with Raw Water wash station.
- 3.8.24 Six (6) Recessed Deck Tie Downs as per final design approved by MDFR.

3.9 ELECTRICAL AND LIGHTING FOR NFPA 1925 VESSEL:

- 3.9.1 Four (4) Odyssey 1150 CCA Batteries:
 - 3.9.1.1 Two (2) Dedicated per Volvo Engine for startup procedures.
- 3.9.2 Three (3) "Optima Yellow" 12 Volt Deep-Cycle Batteries with full engine interconnect for emergency situations as listed below.
 - 3.9.2.1 One (1) Generator Start Battery.
 - 3.9.2.2 Two (2) House Batteries in parallel.
- 3.9.3 Light bar – FireRay 28" LED or equivalent as approved by MDFR.
- 3.9.4 Two (2) Flush Mount LED Federal Signal FireRay emergency overhead light beacons as specified by MDFR- Location TBD based on final design phase.
- 3.9.5 Six (6) 12 Volt round receptacle as per final design and four (4) USB charging ports inside Pilot House as per final design.
- 3.9.6 Electronics Distribution Panels, Breaker Panels, Circuit Boards, and aftermarket gauges, shall be made with "PanelTronics" products.
- 3.9.7 PanelTronics Breaker System Designed Specifically for this platform by use of an ELA.

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- 3.9.7.1 All wiring must be custom made for vessel with Detailed wiring schematics and labels included. Every wire, cable, or run must have detailed information and wire location on the vessel to ease repairs, diagnosis, and troubleshooting issues.
- 3.9.7.2 All wiring shall have fully terminated ends with heat shrink labels on both ends.
- 3.9.7.3 All wiring shall have minimum of 2" service loop on both ends.
- 3.9.7.4 All wiring chases shall have extra space to allow for future wiring runs if needed.
- 3.9.7.5 Galvanic Isolator.
- 3.9.8 Dimmer Switch Panel Lights & Compass.
- 3.9.9 Four (4) Portable Scene Light, Streamlight HID LIGHTBOX Item# 45670
- 3.9.10 Eight (8) LED minimum 6,000 lumen FireTech Mast lights installed as per design.
- 3.9.11 Four (4) GFI protected Exterior 110V outlets with waterproof casing.
- 3.9.12 Appropriate shore power connection, battery charger, and cord.
- 3.9.13 On-board Diesel Generator as required based on final electrical needs as per design. Shall be "Kubota" Model D1105-E4BG K3-9.5 KW.

3.10 ELECTRONICS AND NAVIGATIONAL EQUIPMENT FOR 50' ALUMINUM FULL CABIN FIREBOAT:

- 3.10.1 Two (2) Garmin 7612xsv, one (1) in front of Operator, and one (1) in front of Engineer station, HD Radar Dome, GPS Antenna, Heading Sensor, AIS600 Transceiver, SideVue, DownVue, and CHIRP Sounding/Transducer Package.
- 3.10.2 One (1) Garmin 7616xsv in front of Officer built into work desk area at an angle with protective glare cover.
- 3.10.3 FLIR M400 w/ Dual Screen Viewing and JPU Control connected to standalone 22" HDTV.
- 3.10.4 Two (2) VHF Radio – To be the Standard Horizon brand GX6000 with NMEA 2000 and integrated AIS receiver.
- 3.10.5 Shakespeare brand Phase 3 antennas for VHF radios.
- 3.10.6 Hascall-Denke Tri-band Omni-Directional 136-174/380-520/762-960 Mega-Hertz MADP 150/450/A16 with 1" -14 Female thread mounting antenna for MDRFR Dual Band radios, 800-MHz radios, and other department radios as needed per design.
- 3.10.7 Compass, Upgraded Dimmable – Ritchie Navigator or Equivalent.
- 3.10.8 Rigging of all department supplied radios and antennas as per final design phase.
- 3.10.9 Federal Siren/Loudhailer Package with Federal Rambler.
- 3.10.10 Two (2) Whelan Mini Justice Super LED light-bar or equivalent. One (1) Port, one (1) STBD.

3.11 FIREFIGHTING EQUIPMENT FOR NFPA TYPE III ALUMINUM FULL CABIN FIREBOAT:

- 3.11.1 Two (2) 3000 GPM Hale 8FG Marine Pumps – Power Take off from each main engine
 - 3.11.1.2 Electric "Logan Clutches" PTO/Clutch to be determined by awarded Bidder
 - 3.11.1.3 Vessel must be able to pump and roll from both motors simultaneously
 - 3.11.1.4 Electric Primer
 - 3.11.1.5 Pump design and installation must have pumps mounted upright as would be in a Fire truck. Intergraded or upside down pump design is not accepted
 - 3.11.1.6 Fully Integrated Sea Chest with easy removal Sea Grates
 - 3.11.1.7 Oversized NFPA 1925 approved aluminum piping to maximum pump GPM output and flow
 - 3.11.1.8 Highpoint standalone 2 ½" Fresh Water Back Flush System for pump and all piping
 - 3.11.1.9 Two (2) brass "Elkhart Sidewinder" manual stinger monitor 200psi/ 500 gpm with Elkhart Stacked smooth bore tip. Item #ST-194

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- 3.11.1.9.1 One (1) installed as per design final in Port/Stern area
- 3.11.1.9.2 One (1) installed as per final design in STBD/Stern area
- 3.11.2 One (1) Hard Wired Remote Control monitor "Elkhart Scorpion" EXM 7401 with Elkhart Nozzle SM-2000 3.5 12 Volts 3990201 mounted with internal piping on the roof of the vessel towards the leading edge of the roof, without disrupting the normal operation of the boat by swinging the bow while at full pumping capacity.
- 3.11.3 Two (2) removable plastic 55 gallon foam tank's one Port Aft and STBD Aft with large 12" aluminum deck lid for easy access
- 3.11.4 Two (2) 5" Hydrant Outlet w/ Storz Connection; (1) Forward mid-ship near Push Knees (1) Aft on STBD side
- 3.11.5 Five (5) 2 1/2" Connection National Standard Thread hand line outlets; (2) Aft Port, (2) Aft STBD, (1) Forward Bow near or next to 5" Storz connection. (Must have manual local shut off valves for AFT outlets)
- 3.11.6 Pump Control System, Hardwired nozzle systems, and all other miscellaneous fire pump systems are to be mounted on the Port Side of the vessel where the Engineer sits. "No RF systems accepted"

3.12 SEA TRIAL, DELIVERY, AND TRAINING FOR MDFR NFPA 1925 TYPE III VESSEL:

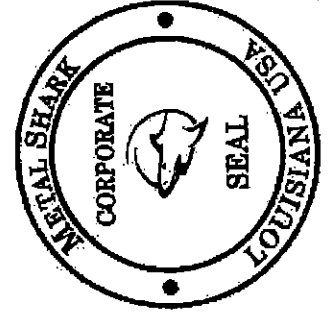
- 3.12.1 Vessel(s) will be Sea trailed at builder's location prior to shipping in order to ensure vessel meets MDR's specification as specified in this solicitation.
- 3.12.2 Vessel(s) shall be delivered to RMK-Merrill Stevens Shipyard located at 881 NW 13 Avenue Miami, FL 33125 prior to acceptance. Inspection and acceptance of vessel will take place at this location.
- 3.12.3 Full "AS-Built" drawings, schematics, and wiring diagrams of Vessel, and of all systems installed must be included specific to boat delivered. "No general/generic drawings accepted"
- 3.12.4 Upon delivery and acceptance of the vessel(s), the awarded Bidder shall provide the following:
 - 3.12.4.2 On-site training at Port Miami for two (2) weeks or eighty (80) hours for MDR employees approved by the Marine Services Bureau's (MSB) Chief. Training will include proper vessel operation, maintenance, and repair of vessel purchased under this solicitation.

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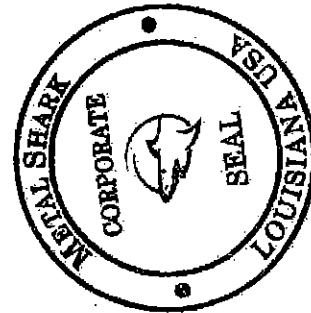
SECTION 4 BID SUBMITAL FORM SOLICITATION NO. FB-00968

NFPA 1925 TYPE III VESSEL MODEL YEAR 2018 OR NEWER FOR MDR

ITEM NO	ESTIMATED QUANTITIES	UNIT	DESCRIPTION	UNIT PRICE
1	3	each	National Fire Protection Association (NFPA) 1925 Type III aluminum vessels fifty-feet (50') in length Model Year 2018 or newer	\$ 1,717,178.00 each
MINIMUM REQUIREMENTS:				
2.4.1			Bidder must be the vessel's manufacturer or fabricator who has experience in the field of building NFPA 1925 aluminum vessels and not a third party vendor.	<input checked="" type="checkbox"/> Attached
2.4.1.1			Bidder must have proof that it has built at least ten (10) or more "like" vessels within the last five (5) years that are currently in service.	<input checked="" type="checkbox"/> Attached
2.4.1.2				
2.4.1.3			The Bidder shall include the location where the vessel is built and assembled.	Address: Lake Adria Dock Dr. Metairie, LA 70004



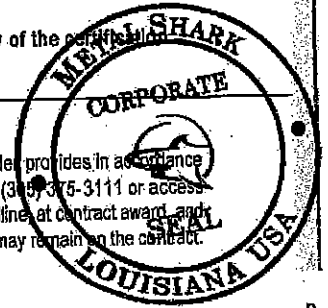
<p style="text-align: center;"><u>Attached</u></p>	<p>The Bidder shall provide at least four (4) verifiable references. The Bidder must have at least five (5) years in this type of business to demonstrate that they are regularly engaged and have sufficient experience and expertise in building NFPA Type vessels. These references shall ascertain to the County that the Bidder has the experience and expertise needed to complete the vessel on time and within budget.</p>	
<p style="text-align: center;"><u>Attached</u></p>	<p>Bidder shall provide for verification purposes photographs of four (4) different "like" vessels built within the past five (5) years as part of the submittal package.</p>	
<p style="text-align: center;"><u>Attached</u></p>	<p>The Bidder shall design vessel using Computer-Aided Design (CAD) software, two-dimensional (2D), and three-dimensional (3D) renderings of the vessel and shall submit three (3) sets of blueprints as part of the submittal package. The renderings shall include drawings of vessel showing all six (6) sides of the vessel on the exterior, all inboard profiles, arrangement plan, transverse section views in the forward cockpit, pilothouse, and aft cockpit (towards the stern (rear) of the ship), V-berth area, and specific drawings of the fire suppression system including all plumbing and fire-pump configurations. The Bidder shall provide slight line drawings that depict a six-foot (6') tall person standing at the helm, the engineer panel, and v-berth.</p>	
<p style="text-align: center;"><u>Attached</u></p>	<p>The Bidder shall provide MIFR with all of the construction and outfitting specifications, drawings, weight survey, maximum draft, estimated speed, hydrostatics, and all structural calculations for the vessel. Structural calculations shall meet Lloyd's Rules for Special Service Craft (2015). The vessel shall comply with the American Boat and Yacht Council (ABYC) regulations for hull, machinery, and electrical. The awarded bidder shall have a Certified Professional Engineer (C-PE) approve and certify the vessel based on Lloyd's Rules for Special Service Craft and ABYC standards including the electrical load calculation. In addition, the vessel shall meet all NFPA 1925 standards.</p>	





Submittal Form

Solicitation No. FB-00968		Solicitation Title: NFPA 1925 TYPE III VESSEL FOR MDR	
Legal Company Name (include db/a if applicable): Gravois Aluminum Boats, dba Metal Shark		Federal Tax Identification Number: 72-1308785	
If Corporation - Date Incorporated/Organized: 2005		State Incorporated/Organized: Louisiana	
Company Operating Address: 6814 East Admiral Doyle Drive,		City: Jeanerette	State: LA
Miami-Dade County Address (if applicable):		City:	State: Zip Code:
Company Contact Person: Dean Jones		Email Address: djones@metalsarkboats.com	
Phone Number (include area code): (561) 909-9788		Company's Internet Web Address: www.metalsarkboats.com	
<p>Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a check mark here only if the Bidder has such conviction to disclose to comply with this requirement.</p>			
<p>LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to bid submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full-time employees for the continuous period of one year prior to bid submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full-time employee); and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder meets the requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.</p>			
<p>LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box) may render the vendor ineligible for the LHP.</p> <p>The address of the Locally-Headquartered office is:</p>			
<p>LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder is a Local Certified Veteran Business Enterprise. A copy of the certification must be submitted with the bid.</p>			
<p>SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)</p> <p>A Small Business Enterprise (SBE) must be certified by Small Business Development for the type of goods and/or services the Bidder provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-3111 or access http://www.miamidade.gov/smallbusiness/certification-programs.asp. The SBE must be certified by the solicitation's submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.</p>			



Is Bidder's firm a Miami-Dade County Certified Small Business Enterprise? Yes No

If yes, please provide Certification Number: _____

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

By executing this bid through a duly authorized representative, the Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the Bidder shall execute the bid response package through a duly authorized representative and shall also initial this space: _____ In such event, the Bidder shall furnish together with its bid response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County in public.

By submitting a Bid pursuant to this Solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential.

In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, by signing below, knowingly and expressly waives all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature: _____ Date: 7/30/2018

Type or Print Name

Dean Jones

Type or Print Title *

Vice President

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

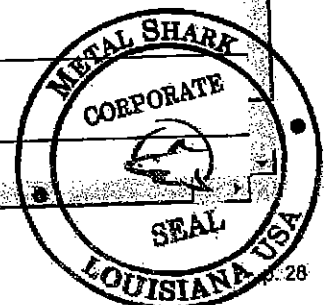
Bidder's Authorized Representative's Signature: _____ Date: 7/30/2018

Type or Print Name

Dean Jones

Type or Print Title *

Vice President

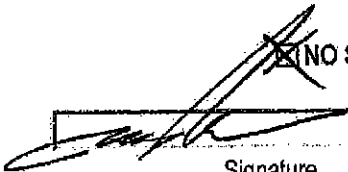




FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT



Signature

7/30/2018

Date



SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)



Name of Bidder/Proposer: Graivola Aluminium Boats, dba Metal Sheek FEIN No. 72-1308785

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidder/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer shall enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.
(Please duplicate this form if additional spaces are needed.)

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplied Material/Service to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Alaska Natives	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Alaska Natives
			2		2					265	22	181	65	21	9	1	2
										199	25	171	40	9	1	0	1

Business Name and Address of First Tier Subcontractor/ Subcontractant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subcontractant	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Alaska Natives	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Alaska Natives

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department of <http://www.miamidade.gov/procurement> developing contracts.asp. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report due 208 form which can be found at <http://www.miamidade.gov/procurement/contractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Proposer: Dean Jones Print Name
 Title: Vice President Print Title
 Date: 08/01/18

Solicitation #FB-00968 - NFPA 1925 TYPE III VESSEL FOR MDRF



Q & A deadline: Jul 12, 2018 7:00:00 AM EDT

Print

1 Question

1 Unanswered Question

1. FB-00968 - NFPA 1925 TYPE III VESSEL FOR MDRF

Q1. I see that you added to Section 2.4.1.7 the statement "In addition, the vessel shall meet NFPA 1925 Type III Pumping Requirements". These are the pumping requirements as stated in NFPA 1925, Chapter 5.2.3: Marine fire-fighting vessels and special purpose fire-fighting vessels designated as Type III shall meet the following minimum requirements: (1) Minimum number of pumps: 2. (2) Minimum pumping capacity: 4500 gpm @ 150 psi. (3) Foam production in accordance with Chapter 9 of NFPA 11 Standard for Low, Medium, and High Expansion Foam. (4) Minimum number of generators: 1 with direct power source. (5) On-station fuel capacity: 8 hours (6) Minimum number of monitors: 4 (7) Minimum number of discharge outlets: 4; two greater than or equal to 3.5" and two 5". Are these the exact and only "pumping standards" that you are looking for? Please clarify so that we can submit an accurate and complete bid.

Q2. Throughout your bid spec you site 3 different sets of standards: a) NFPA 1025 Type III. b) ABYC and c) Lloyds Rules for Special Service Craft (2015). There will inevitably be conflicts between these 3 sets of standards. Will you please prioritize which standard will take precedence in the event of a conflict? - Jul 11, 2018 5:37:41 PM EDT

Results Per Page: 5



109

[Handwritten signature]
8/22/2018

**Question and Answers for Solicitation #FB-00968 - NFPA 1925 TYPE III VESSEL FOR
MDFR**

Overall Solicitation Questions

There are no questions associated with this Solicitation.

Question Deadline: Jul 9, 2018 7:00:00 AM EDT



ADDENDUM NO. 2

DATE: July 10, 2018

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: SOLICITATION NO.: FB-00968

TITLE: NFPA 1925 TYPE III WITH PUMPING CAPABILITIES VESSEL FOR MDFR

This Addendum becomes a part of the subject solicitation.

A. The following are changes to the solicitation.

1. Section 2.4.1.2 Bidder must have proof that it has built at least five (5) or more "like" vessels within the last five (5) years that are currently in service.
2. Section 2.4.1.5 Bidder shall provide for verification purposes photographs of five (5) different "like" vessels built within the past five (5) years as part of the submittal package.
3. Section 2.4.1.7 The Bidder shall provide MDFR with all of the construction and outfitting specifications, drawings, weight survey, maximum draft, estimated speed, hydrostatics, and all structural calculations for the vessel. Structural calculations shall meet Lloyd's Rules for Special Service Craft (2015). The vessel shall comply with the American Boat and Yacht Council (ABYC) regulations for hull, machinery, and electrical. The awarded Bidder shall have a Certified Professional Engineer (C-PE) approve and certify the vessel based on Lloyd's Rules for Special Service Craft and ABYC standards including the electrical load calculation. In addition, the vessel shall meet NFPA 1925 Type III Pumping Requirements.
4. Section 2.4.2 MDFR will provide documentation to the awarded Bidder exempting the department from the Tier 4 Standards Requirements.
5. Section 2.4.3.1 To provide in-house train the trainer program in how to properly maintain and repair Volvo Penta engines installed on the vessel to a minimum of three (3) representatives from MDFR at Volvo Penta facility or at an authorized Volvo Penta Power Center in South Florida.
6. Section 2.4.3.2 The awarded Bidder shall make full arrangements with Volvo Penta for the training at the Volvo Penta facility or at an authorized Volvo Penta Power Center in South Florida.
7. Section 2.4.3.3 MDFR shall be allowed to order parts and new Volvo Penta motors directly from Volvo Penta or its Regional Power Center in South Florida as needed to facilitate repairs and parts ordering throughout the ownership of the awarded vessel.



8. Section 2.4.3.4 Volvo Penta's service engineers or its authorized Power Center Emergency Call Center in South Florida available to MDRF 24/7 365 days a year.
9. **Section 3.1 SCOPE OF WORK**
- During the term of this contract, the awarded Bidder shall build one (1) or more 2018 Model Year or newer NFPA 1925 Type III with pumping capabilities aluminum vessels fifty-feet (50') in length, as specified in the purchase order issued by MDRF.
10. Section 3.2.14 Fully designed and labeled proposal drawings shall be created and approved by MDRF **prior to** the bid being awarded and the commencement of construction/project.
11. Section 3.4.8 Vessels must meet or exceed 44 Knots or 51 MPH when fully loaded with all firefighting tools, equipment, personnel and fluids. The approximate weight for MDRF's equipment carried in the vessel plus the average weight of all four (4) crew members is approximately 3,500 lbs. and this weight shall be factored into the total weight of the vessel. This weight does not include engine fluids, weight of fuel, weight of onboard foam, and gray water.
12. **Section 3.5. ACCOMMODATIONS:**
- 3.5.1. Fully Integrated Heating Ventilation and Air Conditioning (HVAC) Dometic Low-Profile unit. Raw water-cooling systems are not accepted. HVAC shall be a "Dometic" brand low profile marine air conditioner. Specific model to be determined during final design phase.
- 3.5.1.1 Ventilation for cabin and berthing areas must be flush mounted.
13. Section 3.5.2 Must be designed to operate and maintain a minimum of 73 degrees Fahrenheit throughout the entire pilothouse "Cabin."
14. Section 3.5.3.3. Windshield shall be racked forward.
15. Section 3.5.10 Large Dash with dual 12 inch Volvo glass cockpit.
16. Section 3.5.21.1 Non-visible "Dynamat" acoustic noise reduction materials to be used in roof and side walls of Cabin's Interior. Cabin's interior noise of Pilot House shall be less than 85 dB A at cruising speed.
17. Section 3.5.28.7 This section is being removed in its entirety.
18. Section 3.8.11 Two (2) Aft cast or manufactured aluminum Bollards on deck as per final design.
19. Section 3.8.17 Quick install/removable pinned Heavy Duty Emergency Tow post to be incorporated during the final design phase between MDRF and awarded Bidder and shall include cap for when not in use.



20. Section 3.8.19 Welded in bow "Push Knee" min 36" X36" contact surface with four (4) Trapezoidal or equivalent "solid" rubber strikes with slot for ladder attachment. Bolt on knees will not be accepted.
21. Section 3.9.7.5 Isolation Transformer.
22. Section 3.10.1 Three (3) 12 Inch Volvo glass cockpit, two (2) in front of the operator, and one (1) in front of the engineer station.* HD Radar Dome, GPS Antenna, Heading Sensor, AIS600 Transceiver, SideVue, DownVue, and CHIRP Sounding/Transducer Package.
23. Section 3.10.2 One (1) 16 inch Volvo glass cockpit in front of Officer built into work desk area at an angle with protective glare cover.
24. Section 3.10.9 Federal Siren/Loudhailer Package with Federal Rumbler.
25. Section 3.10.10 Two (2) Fire Ray 28" LED light-bar or equivalent. One (1) Port, one (1) STBD.
26. Section 3.11.4 Two (2) 5" Hydrant Outlet w/ Storz Connection; (1) Forward mid-ship near Push Knees (1) Aft on STBD side.

All other information remains the same.

Miami-Dade County,

Lourdes Betancourt

Lourdes Betancourt
Procurement Contracting Officer

cc: Clerk of the Board



**ADDENDUM NO. 3****DATE: July 31, 2018****TO: ALL PROSPECTIVE PROPOSERS****SUBJECT: SOLICITATION NO.: FB-00968****TITLE: NFPA 1925 TYPE III WITH PUMPING CAPABILITIES VESSEL FOR MDFR**

This Addendum becomes a part of the subject solicitation.

A. The following sets forth changes to the subject solicitation:

- The Bid Due Date/Solicitation End Date is hereby extended from August 6, 2018 at 6:00 PM to August 12, 2018 at 6:00 PM.
- Per Bid Addendum No. 2 Section A, Changes to Solicitation, Paragraph 3 which reads:
 1. Section 2.4.1.7 The Bidder shall provide MDFR with all of the construction and outfitting specifications, drawings, weight survey, maximum draft, estimated speed, hydrostatics, and all structural calculations for the vessel. Structural calculations shall meet Lloyd's Rules for Special Service Craft (2015). The vessel shall comply with the American Boat and Yacht Council (ABYC) regulations for hull, machinery, and electrical. The awarded Bidder shall have a Certified Professional Engineer (C-PE) approve and certify the vessel based on Lloyd's Rules for Special Service Craft and ABYC standards including the electrical load calculation. In addition, the vessel shall meet NFPA 1925 Type III Pumping Requirements.
 2. Section 2.4.2 MDFR will provide documentation to the awarded Bidder exempting the department from the Tier 4 Standards Requirements. This section is revised to accept Caterpillar ACERT 1001 HP Tier III motors (engines) in lieu of Volvo D-13 engines with a Caterpillar Marine Control Center to include three (3) Garmin 7612 GPS units and one (1) Garmin 7615 GPS unit in lieu of the Volvo Glass Cockpit since that function is performed simultaneously by the "Glass Cockpit." The awarded Bidder shall submit documentation to Caterpillar, engine manufacturer of Caterpillar ACERT 1001 HP Tier III motors (engines), with built as rescue boat per 3.3 Base Boat Requirements, with U.S. Coast Guard approval 160.156.
 3. Section 2.4.3. is revised that the awarded Bidder shall within ninety (90) days after solicitation is awarded submit a letter from either Volvo Penta or Caterpillar agreeing to the following:



3.1 Section 2.4.3.1 To provide in-house train the trainer program in how to properly maintain and repair Volvo Penta engines or Caterpillar installed on the vessel to a minimum of three (3) representatives from MDRF at Volvo Penta or Caterpillar facility or at an authorized Volvo Penta Power Center or Caterpillar Center in South Florida.

3.2 Section 2.4.3.2 The awarded Bidder shall make full arrangements with Volvo Penta or Caterpillar for the training at the Volvo Penta or Caterpillar facility or at an authorized Volvo Penta Power Center Caterpillar Center in South Florida.

3.3 Section 2.4.3.3 MDRF shall be allowed to order parts and new Volvo Penta or Caterpillar motors directly from Volvo Penta or Caterpillar or their Regional Power Center in South Florida as needed to facilitate repairs and parts ordering throughout the ownership of the awarded vessel.

3.4 Section 2.4.3.4 Volvo Penta or Caterpillar's service engineers or its authorized Emergency Call Center in South Florida available to MDRF 24/7 366 days a year.

4. **2.12 WARRANTY FOR TWIN VOLVO D13 OR CATERPILLAR ACERT 1001 HP INBOARD DIESEL ENGINES RATED @ 1000 HP**

2.12.1 The awarded Bidder shall provide MDRF with the basic Volvo or Caterpillar two (2) year or two thousand (2,000) hour warranty and will include in the price of the vessel the extended Volvo factory warranty for an additional three (3) years or five-thousand five hundred (5,500) hours for a total of five (5) years or seven-thousand five hundred hours (7,500) of factory warranty.

B. The following are questions received and the corresponding County responses:

1. I see that you added to Section 2.4.1.7 the statement "In addition, the vessel shall meet NFPA 1925 Type III Pumping Requirements". These are the pumping requirements as stated in NFPA 1925, Chapter 5.2.3: Marine fire-fighting vessels and special purpose fire-fighting vessels designated as Type III shall meet the following minimum requirements: (1) Minimum number of pumps: 2. (2) Minimum pumping capacity: 4500 gpm @ 150 psi. (3) Foam production in accordance with Chapter 9 of NFPA 11 Standard for Low, Medium, and High Expansion Foam. (4) Minimum number of generators: 1 with direct power source. (5) On-station fuel capacity: 8 hours (6) Minimum number of monitors: 4 (7) Minimum number of discharge outlets: 4; two greater than or equal to 3.5" and two 5". Are these the exact and only "pumping standards" that you are looking for? Please clarify so that we can submit an accurate and complete bid.

Answer:

- (1) Minimum number of pumps: 2. Each Hale Pump as specified in the bid shall be a 3,000 GPM capacity marine grade pump with a bare minimum capacity of 6,000 GPM due to its dual pump configuration set up.



- (2) Minimum pumping capacity: 4500 gpm @ 150 psi. The vessel shall be able to pump at least 8,500 GPM or more based off of our current vessel that has the same pumps currently installed and in excess of 150 PSI.
- (3) Foam production in accordance with Chapter 9 of NFPA 11 Standard for Low, Medium, and High Expansion Foam. MDR shall have the necessary foam inductors and nozzles on board for Low, Medium, and High expansion foam applications.
- (4) Minimum number of generators: 1 with direct power source. This is specified in the spec written.
- (5) Minimum number of monitors: 4. The vessel will have two (2) Stingers in the rear. One (1) Roof monitor. One (1) Bow 2.5" outlet to attach a portable Blitz Stinger/Monitor. This configuration would meet the 4 monitor criteria and was discussed during the pre-bid conference.
- (6) Minimum number of discharge outlets: 5; Two (2) 5" discharges. One (1) 5" Storz at the Bow near the knees-to and One (1) 5" Discharge in the Aft section Starboard side. The vessel will also have five (5) 2.5" discharges with minimum 4" piping. Four (4) 2.5" Discharges, two (2) Port Aft "Stinger", two (2) Starboard Aft "Stinger" and one (1) forward near Knees-to as discussed.

"The fuel capacity shall meet the criteria with 300 gallons". MDR has never in the entire life of the program used more than 120 gallons of Diesel in a full day's worth of work, or training "24 hours". Carrying around excess fuel simply weighs down the vessel and deteriorates performance of the vessel for no reason. This supersedes the 8 hour requirement.

2. Throughout your bid spec you site 3 different sets of standards: a) NFPA 1925 Type III. b) ABYC and c) Lloyds Rules for Special Service Craft (2015). There will inevitably be conflicts between these 3 sets of standards. Will you please prioritize which standard will take precedence in the event of a conflict?

Answer:

Per Bid Addendum No. 2 Section A, Changes to Solicitation, Paragraph 3 which reads:

Section 2.4.1.7 The Bidder shall provide MDR with all of the construction and outfitting specifications, drawings, weight survey, maximum draft, estimated speed, hydrostatics, and all structural calculations for the vessel. Structural calculations shall meet Lloyd's Rules for Special Service Craft (2015). The vessel shall comply with the American Boat and Yacht Council (ABYC) regulations for hull, machinery, and electrical. The awarded Bidder shall have a Certified Professional Engineer (C-PE) approve and certify the vessel based on Lloyd's Rules for Special Service Craft and ABYC standards including the electrical load calculation. In addition, the vessel shall meet NFPA 1925 Type III Pumping Requirements. The NFPA 1925 Type III Pumping Requirements, Structural calculations shall meet Lloyd's Rules for Special Service Craft (2015), and the American Boat and Yacht Council (ABYC) regulations for hull, machinery, and electrical.

3. Given that the subject solicitation requires that the bidders obtain a performance bond to mitigate contract performance risk to the County, we anticipate that progress payments will be allowed under the final awarded contract. Will those payment terms be negotiated after award, or should the Bidder provide proposed progress payment terms?



Answer:

Miami-Dade County will not make payments until vessel(s) are delivered and accepted by MDFR.

All other information remains the same.

Miami-Dade County,

Lourdes Betancourt

Lourdes Betancourt
Procurement Contracting Officer

cc: Clerk of the Board



[Handwritten signature]
8/18/2018



ADDENDUM NO. 4

DATE: August 9, 2018

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: SOLICITATION NO.: FB-00968

TITLE: NFPA 1925 TYPE III WITH PUMPING CAPABILITIES VESSEL FOR MDRF

This Addendum becomes a part of the subject solicitation.

The following sets forth changes to the subject solicitation:

A. Per Bid Addendum No. 1, the Questions and Answers period closed on July 12, 2018 at 7:00 a.m. EDT.

B. The following are questions received and the corresponding County responses:

1. For items 2.4.1.8 and 2.4.2 which address training of MDRF with MJP and Volvo:

Are the costs for travel (Flights, hotels, food, rental car etc.) to be included in BID or will the department handle these on its own?

Answer: The Bidder shall consider all applicable costs to be incurred by the Bidder when offering price.

2. Does the department intend to travel to the manufacturing facility of each vendor (Both in Sweden) or would a facility capable of providing the training specified within the US be sufficient?

Answer: Travel costs pertaining to County's representatives shall be borne by the County. It shall be the Bidder's responsibility to provide the County at the bid submittal time all the geographic locations available for training, site inspections, etc. The County will determine which facility for training upon contract award.

The Bidder shall provide, if available, a facility capable of providing the training within the United States.

All other information remains the same.

Miami-Dade County,

Lourdes Betancourt

Lourdes Betancourt
Procurement Contracting Officer

cc: Clerk of the Board



A handwritten signature in black ink, appearing to be "Lourdes Betancourt".

TECHNICAL SPECIFICATION RESPONSES

- 2.1.1.1 Metal Shark has provided this information within Volume 2 of this submittal.
- 2.1.1.2 Metal Shark has provided this information within Volume 2 of this submittal.
- 2.1.1.3 Metal Shark has included 3D renderings and 2-D General Arrangement Drawings within this Volume of the submittal.
- 2.1.1.4 Metal Shark will meet this specification as written.
- 2.1.1.5 Training will be provided by MJP at its facility in Columbus, OH. The training will last between 3-5 days to be finalized during construction. All costs with the exception of travel for MDFR personnel (as specified) are included.
- 2.4.2 Metal Shark will submit documentation to Volvo when the required waive documents are provided by the MDFR as specified.
- 2.4.3 Training will be provided by Volvo at a South Florida facility as specified. The training will take between 3-5 days to be finalized during construction. All costs with the exception of travel for MDFR personnel (as specified) are included.

2.5 PRICE

Metal Shark agrees to the terms of this contract.

2.6 ESTIMATED QUANTITIES

Metal Shark agrees to the terms of this contract.

2.7 INSURANCE

Metal Shark agrees to requirements of this clause.

2.8 STANDARD BOND REQUIREMENTS

Metal Shark agrees to the requirements of the BOND and will provide as specified.

2.9 PROGRESS INSPECTIONS (PRIOR TO DELIVERY) BEFORE COMPLETION

2.9.1 Metal Shark agrees to the specifications within this clause.

2.10 DELIVERY

Metal Shark will deliver Boat # 1 within 300 days ARO. If additional Boats are ordered during production, and do not incur any change orders, Metal Shark could potentially deliver up (2) additional vessels within the original 365 day Requirement. If all (3) boats are ordered at one time, Metal Shark can deliver all (3) within 365 days.

2.11 WARRANTY

Metal Shark agrees to the warranty requirements and has included a detailed warranty statement within this Volume of the submittal.

2.12 **WARRANTY FOR TWIN VOLVO D13 INBOARD DIESEL ENGINES RATED @ 1000 HP**
The Volvo extended warranty has been included in the BID Price.

2.13 WARRANTY FOR ZF TRANSMISSION

The ZF Extended Warranty has been included in the BID Price.

2.14 WARRANTY FOR MARINE JET POWER (MJP) JETS

The MJP extended warranty has been included in the BID Price.

2.15 USE OF FEDERAL FUNDING

Metal Shark accepts the terms of this clause.

2.16 FEDERAL STANDARDS

Metal Shark agrees to the terms of this clause.

2.17 EXEMPTION TO CERTAIN CLAUSES

Metal Shark agrees to the terms of this clause.

2.18 OFFICE OF INSPECTOR GENERAL

Metal Shark agrees to the terms of this clause.

2.2 PURPOSE

Specifications will be met exactly as written unless noted below.

2.3 TERM OF CONTRACT

Metal Shark accepts the terms of contract.

2.4 PRE-BID CONFERENCE

Specifications will be met exactly as written unless noted below.

2.5 METHOD OF AWARD

Metal Shark accepts the method of award.

2.5.1. MINIMUM REQUIREMENTS:

2.5.1.1 Metal Shark is the sole designer and manufacturer of the vessel proposed within this RFQ.

2.5.1.2 Metal Shark has provided this information within Volume 2 of this submittal.

2.5.1.3 Metal Shark has provided this information within Volume 2 of this submittal.

2.5.1.4 Metal Shark has provided this information within Volume 2 of this submittal.

2.5.1.5 Metal Shark has provided this information within Volume 2 of this submittal.

2.5.1.6 Metal Shark has included 3D renderings and 2-D General Arrangement Drawings within this Volume of the submittal.

2.5.1.7 Metal Shark will meet this specification as written.

2.5.1.8 Training will be provided by MJP at its facility in Columbus, OH. The training will last between 3-5 days to be finalized during construction. All costs with the exception of travel for MDRF personnel (as specified) are included.

Metal Shark will submit documentation to Volvo when the required waiver documents are provided by the MDRF as specified.

2.4.4 Training will be provided by Volvo at a South Florida facility as specified. The training will take between 3-5 days to be finalized during construction. All costs with the exception of travel for MDRF personnel (as specified) are included.

2.10 PRICE

Metal Shark agrees to the terms of this contract.

2.11 ESTIMATED QUANTITIES

Metal Shark agrees to the terms of this contract.

2.12 INSURANCE

Metal Shark agrees to requirements of this clause.

2.13 STANDARD BOND REQUIREMENTS

Metal Shark agrees to the requirements of the BOND and will provide as specified.

2.14 PROGRESS INSPECTIONS (PRIOR TO DELIVERY) BEFORE COMPLETION

2.9.2

Metal Shark agrees to the specifications within this clause.

2.19 DELIVERY

Metal Shark will deliver Boat # 1 within 300 days ARO. If additional Boats are ordered during production, and do not incur any change orders, Metal Shark could potentially deliver up (2) additional vessels within the original 365 day Requirement. If all (3) boats are ordered at one time, Metal Shark can deliver all (3) within 365 days.

2.20 WARRANTY

Metal Shark agrees to the warranty requirements and has included a detailed warranty statement within this Volume of the submittal.

2.21 WARRANTY FOR TWIN VOLVO D13 INBOARD DIESEL ENGINES RATED @ 1000 HP

The Volvo extended warranty has been included in the BID Price.

2.22 WARRANTY FOR ZF TRANSMISSION

The ZF Extended Warranty has been included in the BID Price.

2.23 WARRANTY FOR MARINE JET POWER (MJP) JETS

The MJP extended warranty has been included in the BID Price.

2.24 USE OF FEDERAL FUNDING

Metal Shark accepts the terms of this clause.

2.25 FEDERAL STANDARDS

Metal Shark agrees to the terms of this clause.

2.26 EXEMPTION TO CERTAIN CLAUSES

Metal Shark agrees to the terms of this clause.

2.27 OFFICE OF INSPECTOR GENERAL

Metal Shark agrees to the terms of this clause.

3.1 SCOPE OF WORK

Metal Shark agrees to the terms of this section and will meet the specification as described.

3.2 TECHNICAL SPECIFICATIONS

- 3.2.1 Specification will be met as written. Metal Shark is proposing a customized version of its existing 48/50 Defiant platform.
- 3.2.2 Specification will be met as written.
- 3.2.3 Specification will be met as written.
- 3.2.4 Specification will be met as written.
- 3.2.5 Specification will be met as written.
- 3.2.6 Specification will be met as written.
- 3.2.7 Specification will be met as written.
- 3.2.8 Specification will be met as written. The extruded trapezoidal rubrail, a Metal Shark exclusive item will be installed.
- 3.2.9 Specification will be met as written. Like all Metal Shark boats, the sheer line form bow to stern will be flat and single level.
- 3.2.10 Specification will be met as written.
- 3.2.11 Specification will be met as written.
- 3.2.12 Specification will be met as written. Do to the multiple Federal and International Military contracts Metal Shark currently builds, all alloys are tracked per sheet and per boat to ensure on US sourced and 5086 rated alloy is used.
- 3.2.13 Specification will be met as written. Specification will be met as written. 2-D and 3-D approval drawings will be provided for acceptance to the MDR before any construction commences.
- 3.2.14 Specification will be met as written.
- 3.2.15 Specification will be met as written.

3.3. BASE BOAT:

- 3.3.1 Specification will be met as written.
- 3.3.2 Specification will be met as written.
- 3.3.3 Vessel Length: 50' + Appendages
- 3.3.4 Beam: 15' + rub rail (
- 3.3.5 Draft: 30"
- 3.3.6 Specification will be met as written.
- 3.3.7 Specification will be met as written. Hull will be a progressive deadrise for maximum speed and stability.
- 3.3.8 Specification will be met as written.
- 3.3.9 Specification will be met as written.
- 3.3.10 Specification will be met as written.
- 3.3.11 Specification will be met as written.
- 3.3.12 Specification will be met as written.
- 3.3.13 Specification will be met as written.
- 3.3.14 Specification will be met as written.
- 3.3.15 Specification will be met as written.

3.4. PROPULSION/POWERTRAIN:

- 3.4.1 Specification will be met as written. Metal Shark understands that the EPA waiver is required.
- 3.4.2 Specification will be met as written.
- 3.4.3 Specification will be met as written.
- 3.4.4 Specification will be met as written.
- 3.4.5 Specification will be met as written.
- 3.4.6 Specification will be met as written.
- 3.4.7 Specification will be met as written.

- 3.4.8 Specification will be met as written. Speed variable based external forces to be considered.
- 3.4.9 Specification will be met as written.
- 3.4.10 Specification will be met as written.
- 3.4.11 Specification will be met as written.
- 3.4.12 Specification will be met as written.
- 3.4.13 Specification will be met as written.
- 3.4.14 Specification will be met as written.
- 3.4.15 Specification will be met as written.
- 3.4.16 Specification will be met as written.

3.5. ACCOMMODATIONS:

- 3.5.1. Specification will be met as written.
- 3.5.2. Specification will be met as written.
- 3.5.3. Specification will be met as written. This window system is industry first by Metal Shark and standard on all cabin models.
- 3.5.4. Specification will be met as written.
- 3.5.5. Specification will be met as written.
- 3.5.6. Specification will be met as written.
- 3.5.7. Specification will be met as written.
- 3.5.8. Specification will be met as written.
- 3.5.9. Specification will be met as written.
- 3.5.10. Specification will be met as written.
- 3.5.11. Specification will be met as written.
- 3.5.12. Specification will be met as written.
- 3.5.13. Specification will be met as written.
- 3.5.14. Specification will be met as written.
- 3.5.15. Specification will be met as written.
- 3.5.16. Specification will be met as written.
- 3.5.17. Specification will be met as written.
- 3.5.18. Specification will be met as written.
- 3.5.19. Specification will be met as written.
- 3.5.20. Specification will be met as written.
- 3.5.21. Specification will be met as written.
- 3.5.22. Specification will be met as written.
- 3.5.23. Specification will be met as written.
- 3.5.24. Specification will be met as written.
- 3.5.25. Full height centerline cabin door
- 3.5.26. Specification will be met as written.
- 3.5.27. Specification will be met as written.
- 3.5.28. Specification will be met as written.

3.6. COATINGS & MARKINGS:

- 3.6.1. Specification will be met as written.
- 3.6.2. Specification will be met as written.
- 3.6.3. Specification will be met as written.
- 3.6.4. Specification will be met as written.
- 3.6.5. Specification will be met as written.
- 3.6.6. Specification will be met as written.

3.6.7 Specification will be met as written.

3.6.8 Specification will be met as written.

3.7 HULL/VESSEL RUB-RAIL PROTECTION SYSTEM:

3.7.1 Specification will be met as written.

3.7.2 Specification will be met as written.

3.7.3 Primer and painted behind the rub rail to reduce electrolysis

3.7.4 Specification will be met as written.

3.8 HULL, DECK FEATURES, & ACCESSORIES:

3.8.1 Specification will be met as written.

3.8.2 Specification will be met as written.

3.8.3 Specification will be met as written.

3.8.4 Specification will be met as written.

3.8.5 Specification will be met as written.

3.8.6 Specification will be met as written.

3.8.7 Specification will be met as written.

3.8.8 Specification will be met as written.

3.8.9 Specification will be met as written.

3.8.10 Specification will be met as written.

3.8.11 Specification will be met as written.

3.8.12 Specification will be met as written.

3.8.13 Specification will be met as written.

3.8.14 Specification will be met as written.

3.8.15 Specification will be met as written.

3.8.16 Specification will be met as written.

3.8.17 Specification will be met as written.

3.8.18 Specification will be met as written.

3.8.19 Specification will be met as written.

3.8.20 Specification will be met as written.

3.8.21 Specification will be met as written.

3.8.22 Specification will be met as written.

3.8.23 Specification will be met as written.

3.8.24 Specification will be met as written.

3.9 ELECTRICAL AND LIGHTING FOR NFPA 1925 VESSEL:

3.9.1 Specification will be met as written.

3.9.2 Specification will be met as written.

3.9.3 Specification will be met as written.

3.9.4 Specification will be met as written.

3.9.5 Specification will be met as written.

3.9.6 Specification will be met as written.

3.9.7 Specification will be met as written.

3.9.8 Specification will be met as written.

3.9.9 Specification will be met as written.

3.9.10 Specification will be met as written.

3.9.11 Specification will be met as written.

3.9.12 Specification will be met as written.

3.9.13 Specification will be met as written.

3.10 ELECTRONICS AND NAVIGATIONAL EQUIPMENT FOR 50' ALUMINUM FULL CABIN FIREBOAT:

- 3.10.1 Specification will be met as written.
- 3.10.2 Specification will be met as written.
- 3.10.3 Specification will be met as written.
- 3.10.4 Specification will be met as written.
- 3.10.5 Specification will be met as written.
- 3.10.6 Specification will be met as written.
- 3.10.7 Specification will be met as written.
- 3.10.8 Specification will be met as written.
- 3.10.9 Specification will be met as written.
- 3.10.10 Specification will be met as written.

3.11 FIREFIGHTING EQUIPMENT FOR NFPA TYPE III ALUMINUM FULL CABIN FIREBOAT:

- 3.11.1 Specification will be met as written.
- 3.11.2 Specification will be met as written.
- 3.11.3 Specification will be met as written.
- 3.11.4 Specification will be met as written.
- 3.11.5 Specification will be met as written.

3.12 SEA TRIAL, DELIVERY, AND TRAINING FOR MDR NFPA 1925 TYPE III VESSEL:

- 3.12.1 Specification will be met as written.
- 3.12.2 Specification will be met as written.
- 3.12.3 Specification will be met as written.
- 3.12.4 Specification will be met as written.

NOTE 1: All Addendum Specifications are included in the Technical Responses above.

NOTE 2: Payment terms of Net 30 after acceptance are accepted.



ADDENDUM NO. 5

DATE: August 10, 2018

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: SOLICITATION NO.: FB-00968

TITLE: NFPA 1925 TYPE III WITH PUMPING CAPABILITIES VESSEL FOR MDFR

This Addendum becomes a part of the subject solicitation.

The following sets forth changes to the subject solicitation:

- A. Per Bid Addendum No. 1, the Questions and Answers period closed on July 12, 2018 at 7:00 a.m. EDT.
- B. The Bid Due Date/Solicitation End Date is hereby extended from August 12, 2018 at 6:00 PM to August 13, 2018 at 6:00 PM.
- C. The following are questions received and the corresponding County responses:

1. In rereading the NFPA Chapter 11, it is written quite vaguely. Clause 11.1.1.2 states, 'The marine firefighting vessel shall be presumed to be in a maximum design load condition when damage occurs. Table 11.1.1.1 Vessel subdivision standards, shows Type I, II, and III as One Compartment. This means one compartment damaged, but it is not clear. To verify this we contacted Dick Chester former Marine Chief of Seattle Fire and member of the Technical Committee of the NFPA 1925 2013 Standard, and he confirmed it is one compartment damaged stability. He did not know that the new standard as written is quite vague. However the fact remains that the specification does not state the vessel shall meet one compartment damaged stability, as your current boat has, and it will be a costly additional cost to the MDFR if the specification is not amended before submission.

Answer: The vessel that is being built should conform with all NFPA 1925, 2013 Edition Type III Marine Firefighting vessel as described and discussed during the Pre-Bid conference that took place on July 6, 2018 which was held at MDFR Marine Services Headquarters. If there are any parts of the NFPA that the vessel does not meet or cannot meet due to conflicts between NFPA 1925 and Lloyds Law for special service vessels then Lloyds Law will be the overruling schedule to be followed except for the Pumping capacity as previously mentioned in Addendum 3 dated July 31, 2018.

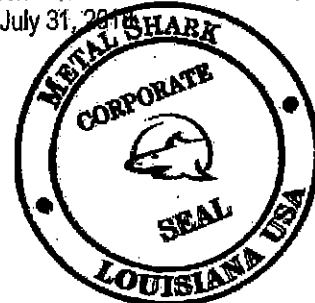
All other information remains the same.

Miami-Dade County,

Lourdes Betancourt

Lourdes Betancourt
Procurement Contracting Officer

cc: Clerk of the Board



[Handwritten Signature]
8/12/2018

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BID NO.: FB-00968
NFPA 1925 TYPE III VESSEL FOR MDFR
Aug 13, 2018



MIAMI-DADE COUNTY, FLORIDA

INVITATION
TO BID

TITLE:
NFPA 1925 TYPE III VESSEL FOR MDFR

FOR INFORMATION CONTACT:
Lourdes Betancourt 305-375-4121 l1121@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS (SECTION 1), AND SUBMIT ALL QUESTIONS/CLARIFICATION IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.
- THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ALL BIDDERS/PROPOSERS RESPONDING TO THIS SOLICITATION.
- FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER BIDDER'S/PROPOSER'S BID/PROPOSAL NON-RESPONSIVE.

**SECTION 1****GENERAL TERMS AND CONDITIONS:**

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These general terms and conditions are considered non-negotiable.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r18-1.pdf>

NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic bid/proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit a bid/proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of Bidder's/Proposer's bid/proposal can be submitted via **HARDCOPY, EMAIL, or FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid/proposal will

be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid/proposal response must be submitted in accordance with all specifications contained in the solicitation electronically.



Submittal Form

Solicitation No. FB-00968		Solicitation Title: NFPA 1925 TYPE III VESSEL FOR MDR	
Legal Company Name (include d/b/a if applicable): Gravois Aluminum Boats, LLC DBA Metal Shark Boats*		Federal Tax Identification Number: 72-1308785*	
If Corporation - Date Incorporated/Organized: 2001		State Incorporated/Organized: Louisiana	
Company Operating Address: 6814 E ADMIRAL DOYLE DR*		City: Jeanerette*	State: LA* Zip Code: 70544*
Miami-Dade County Address (if applicable):		City	State Zip Code
Company Contact Person: Dean Jones*		Email Address: djones@metalsarkboats.com*	
Phone Number (include area code): 5619099788		Company's Internet Web Address: www.metalsarkboats.com	
<p>Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a check mark here only if the Bidder has such conviction to disclose to comply with this requirement.</p>			
<p>LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to bid submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to bid submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder meets the requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.</p>			
<p>LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box) may render the vendor ineligible for the LHP.</p> <p>The address of the Locally-Headquartered office is:</p>			
<p>LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming the Bidder is a Local Certified Veteran Business Enterprise. A copy of the certification must be submitted with the bid.</p>			
<p>SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (if Applicable)</p> <p>A Small Business Enterprise (SBE) must be certified by Small Business Development for the type of goods and/or services the Bidder provides in</p>			

accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-3111 or access <http://www.miamidade.gov/smallbusiness/certification-programs.asp>. The SBE must be certified by the solicitation's submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

Is Bidder's firm a Miami-Dade County Certified Small Business Enterprise? Yes No

If yes, please provide Certification Number:

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

By executing this bid through a duly authorized representative, the Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the Bidder shall execute the bid response package through a duly authorized representative and shall also initial this space. In such event, the Bidder shall furnish together with its bid response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County in public.

By submitting a Bid pursuant to this Solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential.

In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, by signing below, knowingly and expressly waives all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature: Dean Jones*	Date 7/3/2018*
Type or Print Name Dean Jones*	
Type or Print Title * Vice President of Sales	

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY RESPONSE THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

Bidder's Authorized Representative's Signature: Dean Jones*	Date 7/3/2018*
Type or Print Name Dean Jones*	

Type or Print Title *
Vice President of Sales



FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Dean Jones
Signature

djones@metalsharkboats.com
Date



SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: **Metal Shark Boats** FEIN No. 72-1308785

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Dean Jones
Signature of Bidder/Proposer

Dean Jones
Print Name

Vice President of Sales
Print Title

7/3/2018
Date

SB 009.1

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