

# REQUEST FOR PROPOSAL

## City of Fort Mitchell Fire Department Vehicle Exhaust Extraction System

2355 Dixie Highway  
Fort Mitchell KY 41017



Contractor Name: \_\_\_\_\_

- **Total System and Installation** \$ \_\_\_\_\_
- **Optional “Ambulance Bay” System and Installation** \$ \_\_\_\_\_

The City of Fort Mitchell, Kentucky, will accept sealed proposals for the **Fire Department Vehicle Exhaust Extraction System** project to be completed no later than June 1, 2021. The bid package and specifications may be obtained on our website, [www.fortmitchell.com](http://www.fortmitchell.com). Please contact Assistant Fire Chief Dave Slusser at [dslusser@fortmitchell.com](mailto:dslusser@fortmitchell.com) or call (859) 331-1267 Ext. 403 if you have any questions or need a printed copy of the bid package

Sealed bids marked “Fire Department Vehicle Exhaust Extraction System” will be received by the City Clerk’s office at 2355 Dixie Highway, Fort Mitchell, Kentucky, 41017 until **2:00 P.M.** (local time) on **September 30, 2020.**

Preference for Kentucky resident bidders applies in accordance with Kentucky law.

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## **INSTRUCTIONS TO BIDDERS**

1. Contact Dave Slusser, Assistant Fire Chief at [dslusser@fortmitchell.com](mailto:dslusser@fortmitchell.com)(859) 331-1267 ext. 403, to set-up a tour of the facility or to answer any questions.
2. Read and understand all technical specifications (call if clarification is needed).
3. Include shop drawings: a drawing showing detailed layout of the system including elevations, length of the track assembly, duct layout with detail and fan location Furnish five (5) references with contact name, company, phone number and email.
4. Submit a proposed installation schedule.
5. Completely fill out, sign and return the City of Fort Mitchell's Bid Pricing Sheet. Each bid must be signed by the bidder with his usual signature. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person legally authorized to bind the corporation.
6. Bids are to be mailed to or delivered to the Office of the City Clerk, City of Fort Mitchell, 2355 Dixie Highway, Fort Mitchell, Kentucky 41017. Bids must be received prior to the specified time of closing as designated in the invitation. Late Bids received will be returned unopened to the bidder.
7. Envelopes should be sealed when submitted and properly noted with title of bid, date and time deadline.
8. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
9. References in the *Technical Specifications* describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidder's attention is called to Paragraph 6 of the *General Conditions* which must be strictly adhered to.
10. Supply the City of Fort Mitchell with the company's qualifications, experience, and five (5) references within 100 miles of the City of Fort Mitchell municipal building.
11. Guarantee proposed project amount for a period not less than one hundred eighty days (180).
12. The City of Fort Mitchell assumes no responsibility for any costs associated with the preparation of proposals or participation in the selection process in response to this RFP.

## **GENERAL CONDITIONS**

1. The City of Fort Mitchell reserves the right to reject any, all, or portions of proposals or accept the proposal the City of Fort Mitchell deems to be in its best interest, regardless of the lowest proposal amount. The City of Fort Mitchell reserves the right to request additional data or information or a presentation in support of written proposals, however, the City of Fort Mitchell may award a contract based on the offers received, without additional submissions. The proposal should be submitted on the most favorable terms, from all aspects, which the contractor can submit. The City of Fort Mitchell reserves all rights to negotiate with the contractor of its choice based not solely upon cost alone but on the qualifications and ability of the contractor to perform, consistent with the City of Fort Mitchell's intent, requirements, time schedule, and funds availability.

2. All proposal submittals will be considered public documents. The criteria for selection will be primarily based on experience, cost, and the quality of the proposal in the multiple engineering disciplines encompassed in the scope of service.
3. The Contractor will be responsible for invoicing the City of Fort Mitchell. Payment will be made within 30 days after final acceptance by the City of Fort Mitchell of the project. Upon receipt of the invoice, the Fire Chief will make the determination of whether or not work of sufficient quality and quantity has been accomplished.
4. In case of default by the bidder or contractor, the City of Fort Mitchell may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
5. All prices should include all labor, material costs, shipping and any discounts offered. Prices shall be stated in units of quantities specified. In case of error in extending the total amount of the bid, the unit price will govern.
6. Whenever a reference is made in the specifications or in describing the materials, supplies or services required; or a particular trade name; manufacturer's catalog; or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the bidder.
7. The bidder, if awarded an order or contract; agrees to protect, defend, and save harmless the City against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.
8. The contractor will guarantee the work and materials and the work and the materials of all subcontractors for a period of one (1) year from the date of acceptance of the work by the City of Fort Mitchell and agree to leave the work in perfect order at completion. Neither the final certificate of payment nor any provision in the Contract documents shall relieve the contractor of responsibility for negligence, or faulty materials, or workmanship within the extent and period provided by laws, and upon written notice, they shall remedy any defaults due thereto and pay all expenses for any damage to work resulting therefrom. It is hereby specifically agreed and understood that this guarantee shall not include any cause or causes other than defective work or materials. It is further understood that the City of Fort Mitchell shall be the final judge as to whether or not any defect is a defect in workmanship and/or materials, which is the contractor's responsibility. All manufacturers' warranties shall apply.
9. Samples, when requested, must be furnished free of expense prior to the opening of bids and if not destroyed will, upon request, be returned at the bidder's expense.
10. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance.
11. All bids shall remain valid for a period of one hundred and eighty (180) days after bid opening unless a longer period is otherwise stated herein.
12. Bidder is required to obtain a City of Fort Mitchell Occupational License within thirty days of contract award.
13. The City's sales tax exemption status may not be used by the bidder to acquire materials or supplies on a sales tax-exempt basis. Any sales taxes or other taxes incurred by the bidder remain the responsibility of the bidder. It is assumed that all such costs incurred by any bidder are included in his bid price.
14. All contracts entered into by the City of Fort Mitchell shall be governed by all Federal and State laws, regulations, City ordinances and the rules and regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the City of Fort Mitchell and its representatives against any claim or liability arising from or based on any such law,

ordinance, rules and regulation by themselves or by their employees.

15. Prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
16. *Special Conditions*, if any, are enclosed. A conflict between *Special Conditions* and *General Conditions* shall be construed in favor of the *Special Conditions*.
17. The *Description of Requirements and Specifications (technical specifications)* for the procurement are enclosed herewith.

### **SPECIAL CONDITIONS**

**Deadline:** The project must be completed no later than June 1, 2021.

**FEMA AFG Requirements:** This City of Fort Mitchell successfully obtained a FEMA Assistance to Firefighter Grant that will provide a portion of the funding for the installation of the Vehicle Exhaust Extraction System in 4 of the 6 vehicle bays. As part of the project approval, and for funding of the project, the following **must** be completed by each bidder, and returned as part of the proposal package. This information is required by the federal government with no exceptions.

- *Because building is over 50 years old, specific photos are needed for EHP review. Provide photos of all four sides of the exterior of the station, interior bays where equipment will be installed, photo showing where vent will exit building, and any "plans" you may have regarding the exhaust system installation.*
- *Provide color aerial photo of the facility (station)*

This project has been assigned the following **EHP Case ID: 2019-FG-01054 (38506)**

**Job Site Tour:** All contractors submitting a proposal will be given an equal opportunity to tour the facility to obtain any information that will aid in the completion of their proposal. Access will be limited to no more than 2 representatives from each contractor. All local and state recommendations will be adhered to as outlined by the Mayor of Fort Mitchell, and/or the Governor of Kentucky as pertains to COVID-19 safety measures. **Facial coverings will be required by all contractor representatives at all time during job site tour.** Tours **must be** scheduled by calling Assistant Fire Chief Dave Slusser, at (859)331-1267 ext. 403. Tours will be granted when they are conducive to normal Fire Department operations. Request for tours outside of normal business hours will not be granted.

**Liquidated Damages Clause:** If the contractor shall neglect, fail, or refuse to complete the work within the time specified for substantial completion of the contract, then the contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City of Fort Mitchell, as liquidated damages and not as a penalty, the sum of \$1,000 per day for each calendar day beyond the dates set forth in the agreement that the contractor fails to achieve substantial completion of the project. Said amount is agreed to be a reasonable estimate of the amount of damages which the owner will sustain and said amount shall be deducted from any monies due or that may become due to the contractor, and if said monies are insufficient to cover said damages, then the contractor shall pay the amount of the difference.

#### **Service Bond**

Bidder shall be required to post a Service Bond for one hundred thousand dollars (\$100,000) within ten (10) days of acceptance of the bid. The bond shall be issued by a company satisfactory to the City and authorized to do business in the Commonwealth of Kentucky.

#### **Insurance Requirements**

Prior to commencement of your services, you must provide the city with a certificate of insurance evidencing the

following insurance coverage:

1. Commercial General Liability insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. ***The City of Ft. Mitchell must be named as an Additional Insured; the certificate shall specify that the coverage afforded is primary and Non-contributory with respect to any other coverage available to the City of Ft. Mitchell.*** If you are providing construction services, you must use additional insured endorsements CG20100704 AND CG20370704.
2. Comprehensive owned and non-owned automobile liability insurance with a minimum combined single limit of \$1,000,000.
3. Workers Compensation Coverage specific to the State of Kentucky.
4. Professional Liability / Errors or Omissions coverage in the amount of \$1,000,000 per occurrence if your services are professional in nature (legal, architectural, etc.).

***Any and all liability coverage shall name the City of Ft. Mitchell as Additional Insured on a primary and non-contributory basis. A satisfactory certificate of insurance evidencing the coverage outlined above shall be provided before any services are rendered.***

## **TECHNICAL SPECIFICATIONS**

### **1.0 Specifications:**

Provide all labor, materials, and equipment necessary to put in working operation a complete turnkey system that will ventilate diesel and gasoline exhaust from the vehicle's tailpipes to the outside of the fire station. All necessary controls, motors, fittings, ductwork, blowers, labor and all other equipment and materials specified shall be part of the work. Tailpipe modifications are to be performed by the bidder and included in bid pricing.

All items of equipment and materials described in these specifications are to be furnished installed and placed into proper operating condition in accordance with best practices and the manufacture's written or published instructions.

- 1.1. The exhaust system shall be a source capture system designed to vent 100% of exhaust gases from diesel engines and particulate safely to the outside of the fire station. System to be installed as a turnkey project with all labor, tailpipe modifications and duct material included in the scope of work. Electrical connections and Disconnect Switch shall be part of electrical contractor's project scope.
- 1.2. The system shall not affect personnel boarding the apparatus. The hose assembly shall not come into contact with the vehicle other than one connection point to the vehicle's tailpipe. The hose assembly shall not touch or drag on the bay floor.
- 1.3. The exhaust system shall not block doorways, exits, and aisles in the apparatus bay, which could endanger the welfare of fire personnel or visitors.
- 1.4. The department shall be able to use the exhaust system for performing engine and pumper checks indoors.
- 1.5. The system must be designed for high-temperature vehicle exhaust fire rescue applications. The system shall automatically activate, disconnect, shutdown, and reactivate upon return.
- 1.6. The system shall under no circumstances allow exhaust leakage or bypass the nozzle.
- 1.7. No tailpipe adapter shall extend past the side of the apparatus in compliance with NFPA 1901.
- 1.8. Exceptions and Variances from any of the specifications outlined in these bid specifications must be acknowledged and listed.

## **2.0 Quality Standard Assurance and Experience:**

- 2.1. All standards of quality are met and adhered to UL, NFPA, AMCA, IMC, ASME, UMC, NEC and all local and state building codes. The product is to be supplied by the manufacturer with a current ISO-9001-2008 certificate in manufacturing, design, layout, and sales functions.
- 2.2. Manufacturing Experience: System manufacture must have manufacturing experience of automatic vehicle exhaust removal systems for the fire/rescue market. Five (5) references within 100 miles of the City of Fort Mitchell municipal building must be included with a returned proposal.
- 2.3. Submittals indicating rated capacities and product features must be included for the following:
  - a. Fan power ratings with blower curves provided
  - b. Motor ratings and electrical characteristics
  - c. Hose Ratings and testing verifications
  - d. Controller
  - e. Rail and Track information as specified
- 2.4. Shop Drawings: a drawing showing detailed layout of the system including elevations, length of the track assembly, duct layout with detail and fan location.

## **3.0 Air Volume and Fan Requirements:**

- 3.1. The exhaust fan shall provide an appropriate cfm to avoid pressure loss in the duct system but also limit noise disturbance.
- 3.2. Fans shall be tested and balanced prior to installation, be manufactured in an ISO Certified Facility in accordance to AMCA Certification Standards.
- 3.3. A safety disconnect in the vicinity of the blower fan motor must be provided.
- 3.4. Fan motor shall be a totally enclosed, fan cooled and comply with UL 705 and NEMA Standards.

## **4.0 Installation and Duct Connections:**

- 4.1. Complete exhaust system with all equipment and installation including the exhaust fan, control box, ductwork, track, hose and nozzle connection must be completed. Electrical work is not included in this scope of work. Tailpipe modifications from the muffler out that are required to ensure proper system operation are to be included in the scope of the work by the contractor.
- 4.2. All penetration through walls and ceilings and roof shall be properly sealed, if a fire rated wall is penetrated the fire rated wall shall be sealed with the proper rated sealant.
- 4.3. All duct material installed as part of this project shall conform to Class II SMACNA Standards. An appropriate rain cap shall be provided on the building exterior.
- 4.4. All system components shall be labeled with manufacturer identification.
- 4.5. Installation of the system shall be accomplished by a factory authorized installer that has experience installing emergency response exhaust systems.

## **5.0 Nozzle Details and Attachment:**

- 5.1. The system must provide complete exhaust removal at the source from vehicle start-up to exit of the apparatus from the station. Nozzles should sufficiently seal to vent to the outside even in the event that fan does not properly activate.

- 5.2. The system shall be designed so that attachment to exhaust hose is accomplished by the operator standing erect and with one simple motion to connect the system to the vehicle. A rigid lower hose section with handle shall be provided to allow for easy hose connection.
- 5.3. Tailpipe Adapter plate shall be an appropriate diameter to provide sufficient ground clearance.
- 5.4. The tailpipe adapter and nozzle shall be uniform in size to allow vehicles to move freely from bay to bay.
- 5.5. Pneumatic and magnetic nozzle designs will be considered.

**7.0 Sliding/Expandable Hose Track:**

- 7.1. The exhaust system shall use a track support system to convey the exhaust hose from the vehicle's parked position all the way to the door threshold.
- 7.2. Rail and track system must be supported using adjustable, telescopic support legs allowing for future adjustment and changes to the system.

**8.0 Suction Rail:**

- 8.0. To best facilitate possible situations where vehicles are parked in tandem and exited in the same direction a suction rail system must be used to provide a neat, clean installation. Complete with shock absorber assembly and rubber bumpers.

**9.0 The System Balancer:**

- 9.1. The System balancer shall retract and keep the hose and nozzle from dangling on the floor.
- 9.2. Hose shall be supported by the balancer using a lifting elbow.

**10.0 Extraction System Exhaust Hose:**

- 10.1. The flexible exhaust hose is manufactured for the sole purpose of venting high-temperature exhaust gases which are produced by internal combustion engines.

**11.0 Auto-Start Control System:**

- 11.1. Control system shall be designed to sense the output pressure normally generated by an internal combustion engine. When the nozzle is connected to the vehicle's exhaust tailpipe and the vehicle is started by the operator an automatic controller, the increased output pressure shall be detected by a pressure sensor and activate the exhaust fan. A low voltage timer will keep the exhaust fan operating for a period of time designated by fire department procedures. As an option, ignition start activation may be also offered for consideration.

**12.0 Optional System and Installation in Ambulance Bays:**

- 12.1. The City of Fort Mitchell also request contractors to provide an option to install an additional Vehicle Exhaust Extraction System in 2 additional bays that house the City's Ambulances. Contractors may propose a separate system installation or integrate the optional system into the proposed system for operation. Pricing for this optional system must be separated from the 4-bay system in a proposal for separate consideration.

**13.0 System Warranty:**

- 13.1 Complete exhaust system parts warranty shall be for a minimum of 1 year. A warranty certificate describing the warranty to be provided must be included. Location and name of nearest service outlet should be listed. Location of parts inventory shall be indicated as well.



**BID PRICING SHEET**

Company Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Total System and Installation \$ \_\_\_\_\_

Optional "Ambulance Bay" System and Installation \$ \_\_\_\_\_

By signing below the company certifies the cost and a full understanding of the project as proposed and outlined in the summary of work and the project's timeline. This Request for Proposal and all clauses herein, if accepted, will be considered a binding contract for work approved by the City of Fort Mitchell.

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that:

The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and

The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated by any such person prior to the official opening of the bid.

Name and Title of Authorized Signatory: \_\_\_\_\_

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

This bid is signed in the presence of:

Signature \_\_\_\_\_ Title \_\_\_\_\_

REQUIRED AFFIDAVIT FOR BIDDERS CLAIMING KENTUCKY RESIDENT BIDDER STATUS

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky Workers' Compensation policy in effect.

The City of Fort Mitchell reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

\_\_\_\_\_  
Signature Printed Name

\_\_\_\_\_  
Title Date

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Subscribed and sworn to before me by \_\_\_\_\_  
\_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public  
[seal of notary] My commission expires: \_\_\_\_\_