



**REQUEST FOR PROPOSALS**

**and**

**SCOPE OF SERVICES**

**FOR**

**PROVIDING & INSTALLATION  
OF  
VEHICLE EXHAUST REMOVAL SYSTEM  
AT VARIOUS FIRE STATIONS  
FEMA GRANT EMW-2017-FO-05524**

**HOT SPRINGS, ARKANSAS**

**JANUARY 2019**

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# ACKNOWLEDGEMENT

ACKNOWLEDGEMENT OF THIS INVITATION TO BID (ITB) /REQUEST FOR PROPOSALS (RFP) MUST BE RECEIVED BY THE CITY IN ORDER FOR YOU TO RECEIVE ADDENDUMS (ie. Updates or changes to the bid packet).

PLEASE COMPLETE BELOW AND FAX TO 501-321-6833 or [mburks@cityhs.net](mailto:mburks@cityhs.net) IMMEDIATELY UPON RECEIPT OF THIS PACKET so that you will receive any changes or updates as they occur. If we do not receive this form from you any updates or changes that you do not receive are not the responsibility of the City.

**ITEM / SERVICE SOUGHT BY ITB / RFP: PROVIDE & INSTALLATION OF VEHICLE EXHAUST REMOVAL SYSTEM AT VARIOUS FIRE STATIONS**

DATE RECEIVED \_\_\_\_\_

RECIPIENT: \_\_\_\_\_ (NAME)  
\_\_\_\_\_ (ADDRESS)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (PHONE)  
\_\_\_\_\_ (FAX)  
\_\_\_\_\_ (EMAIL)

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

\_\_\_\_\_  
Signature

## ADVERTISEMENT & NOTICE

REQUEST FOR PROPOSALS (RFP)  
**VEHICLE EXHAUST REMOVAL SYSTEM**  
City of Hot Springs, Arkansas

The City of Hot Springs, Arkansas is hereby soliciting sealed proposals to provide to the City **vehicle exhaust removal systems in various Fire stations. FEMA GRANT EMW-2017-FO05524**. The Purchasing Office will receive sealed proposals until 2:00 PM CT, MONDAY, JANUARY 28, 2019. Proposals will be received only at the Purchasing Office address shown below. THE "RFP" IS AVAILABLE ON THE CITY WEB SITE – [www.cityhs.net](http://www.cityhs.net). All proposals must be submitted in accordance with the RFP specifications, which may be obtained from the City's website or during normal business hours from:

Office of Purchasing  
Post Office Box 6300  
517 Airport Road, Ste C  
Hot Springs, Arkansas 71913  
(501) 321-6830

Proposals will be evaluated as described herein.

The City reserves the right to accept part or all of any specific proposal(s). The City further reserves the right to reject all proposals or part or all of any specific proposal, to hold all proposals in force and effect for ninety (90) calendar days after date of opening, to waive any informalities in the proposal(s) and to postpone or cancel the proposal opening date for cause or convenience.

The City of Hot Springs, Arkansas is an Equal Opportunity/Affirmative Action Employer.

The City encourages the participation of DBE/WBE/MBE enterprises in its procurement process.

A performance and payment bond written by a responsible surety company authorized to do business in Arkansas, in the amount of the contract, will be required on all contracts in excess of \$20,000. Bid security in the form of a **cashier's check only** (relative to other types of checks), drawn on a bank or trust company doing business in Arkansas, **or a corporate bid bond** in favor of the City of Hot Springs and in the amount of five percent (5%) of the bid amount is **required on bids exceeding \$20,000** and must be submitted with the bid. For bids over \$20,000, the contractor must be properly licensed for this activity prior to submitting a bid and provide proof thereof (show State contractor's license no.) with bid.

**THERE WILL BE A MANDATORY PREBID MEETING AT 1:30 PM, TUESDAY, JANUARY 22, 2019 AT THE HOT SPRINGS CENTRAL FIRE STATION, 310 BROADWAY, HOT SPRINGS, AR. THE MEETING WILL CONTINUE TO THE OTHER STATIONS IF NECESSARY.**

## **I. INTRODUCTION**

The City of Hot Springs, Arkansas, is seeking proposals provide and install vehicle exhaust removal systems in various Fire stations. FEMA GRANT EMW-2017-FO05524.

This Request for Proposals (RFP) contains all the information necessary to prepare and submit a proposal. Prospective proposers are advised to study this RFP completely and follow the instructions exactly.

## **II. DEFINITIONS**

Throughout this request for proposals, the following definitions shall apply:

1. “RFP” means Request for Proposals.
2. “CITY” means the City of Hot Springs, Arkansas.
3. “Proposer” and “Entity” means the individual, firm, partnership, joint venture, or corporation which submits a proposal to the City in response to this RFP.
4. “Contractor” means the proposer chosen by the City to perform the services outlined in the RFP.
5. “Project” or “Plan” means provide and install vehicle exhaust removal systems in Fire stations. FEMA GRANT EMW-2017-FO05524 in accordance with the scope of services and specifications.

### III. INSTRUCTIONS TO RESPONDENTS

1. All proposals must be received at the Office of Purchasing, City of Hot Springs, Arkansas, by 2:00 pm CT, **MONDAY, JANUARY 28, 2019** regardless of delivery method.
2. The envelope or container transmitting the proposals must be sealed, labeled and addressed as follows:

**PURCHASING OFFICE**  
CITY OF HOT SPRINGS  
P O BOX 6300  
517 AIRPORT ROAD, STE C  
HOT SPRINGS, AR 71913  
**VEHICLE EXHAUST REMOVAL SYSTEM**  
TO BE OPENED: 2:00 pm CT, **MONDAY, JANUARY 28, 2019**

3. **Five (5) copies** of each proposal must be submitted together with **one unbound original** (for reproduction by the City Staff), 3 printed copies and 1 PDF. Any proposal not submitted in compliance with the instructions contained in this section and/or not containing the information requested by Section VI may be declared "non-responsive" and may not be considered.
4. Any person, firm or corporation able to meet the requirements of this RFP is invited to respond to this RFP. Proposals will be bound by the provisions contained in this RFP, unless an amendment or deviation is formally approved and distributed by the City.
5. This RFP represents in writing to all proposers the most comprehensive and definite statement that the City is able to make as to the requirements, terms, and conditions for this proposal process and performance of the project. Information and understandings, verbal or written, which are not contained either in this RFP or in subsequent written addenda to this RFP will not be considered in evaluating proposals.  
Any conditions or expectations on the part of the proposer for performance by the City must be set forth in the proposal. The City is not obligated to consider the proposer's post submittal terms and conditions.
6. The specifications /scope of work / services listed are to be interpreted as meaning the minimum acceptable by the City.
7. Proposals must include all Federal, State and City taxes, as applicable.
8. As part of the public negotiation process leading to the selection of a contractor, the City may request additions or modifications to any proposal. It is the present intent of the City not to negotiate substantive portions of an applicant's proposal and to rely on the information submitted in these proposals in awarding a contract.
9. The City reserves the right to award the contract without further discussion on the proposals submitted. The City and its designees also reserve the right to reject and/or accept any and all proposals received or parts thereof. The City retains the right to waive any minor irregularities in any proposal submitted. The City may make such investigations it deems necessary to determine the ability of the proposer to provide/perform as sought by the City and the proposer shall provide relevant information as requested.
10. All proposals will become part of the official file on this matter without obligation to the City. In addition, respondents are hereby advised that proposals, once the City has made its selection, are subject to the Arkansas Freedom of Information Act and, therefore, available for viewing or copying by anyone upon request.

11. This solicitation does not commit the City to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified.
12. Acceptance by the successful proposer of an award from this proposal indicates that the successful candidate is in no way currently indebted to the City, Garland County or the State of Arkansas. Indebtedness to any of the above shall be basis for non-award and/or cancellation of any award.
13. It is the City's policy to encourage the involvement of Disadvantaged Business Enterprises (minority-owned and women-owned businesses) in contracts awarded. DBE's are particularly invited to submit proposals to perform work outlined in this RFP, either as a prime contractor, subcontractor, or as part of a joint venture. Non-DBE firms are encouraged to arrange subcontracts or joint ventures with DBE's prior to submission of their proposal.
14. ANY QUESTIONS CONCERNING PROPOSAL RESULTS SHOULD BE DIRECTED TO MARY BURKS, PURCHASING OFFICE, CITY OF HOT SPRINGS, HOT SPRINGS, AR 71901 (501) 321-6830.
15. Requests for clarification of any items, requirements or specifications contained herein must be received by the City, **IN WRITING**, (fax permissible) no later than the close of business on JANUARY 23, 2019. Upon receipt of a request for clarification, the City shall respond in writing no later than JANUARY 24, 2019 and shall furnish a copy of said response to all prospective respondents who have obtained copies of the "Request for Proposals" at the time the City's response is mailed if the response materially changes the RFP or is deemed significant. The procedure outlined above shall be followed in order to ensure competitive fairness by providing all prospective respondents with the same information. Except when in the City's best interest, the names of prospective proposers will not be divulged.
16. Proposals must be signed by a corporate officer authorized to commit the submitting firm and shall remain in full force and effect for ninety (90) calendar days following the date of opening. Proposals may be withdrawn prior to opening only. Negligence on the part of the proposer shall not constitute a right to withdraw the proposal after it is opened.
17. Respondents should also be available for oral presentations if such presentations are deemed necessary to determine the most qualified firm. Any such oral presentation will be scheduled at a mutually convenient time.
18. All qualified and responsible bidders are entitled to receive equal opportunities. Any activity such as, but not limited to, offering or receiving gifts, entertainment, payments, loans or other favors for the purpose of favorable or privileged treatment is prohibited. Furthermore, in the event any bidder has been found to engage in such activity, that bidder may be refused further bid consideration by the City. The City may also pursue any legal remedies available.
19. The laws of the State of Arkansas will be adhered to for bonding requirements. Bids over \$20,000 must be accompanied by bid security in the form of a **cashiers check only**, (relative to other kinds of checks) drawn upon a bank or trust company doing business in Arkansas or a corporate bid bond and must be in the amount of five percent (5%) of the bid amount. All contracts exceeding \$20,000 must have a payment/performance bond. Bidders should take this into consideration in calculation their bid. All bonds are to be in favor of the City. Sureties must be licensed to do business in the State of Arkansas. Contractors will not be allowed on the jobsite until all bonding is satisfactorily in place.
20. **TERMINATION FOR CONVENIENCE:** CITY shall have the right to terminate for its convenience further performance of all or any separable part of this Purchase Order at anytime by written notice to CONTRACTOR. On the date of such termination stated in the notice, CONTRACTOR shall discontinue all work pertaining to this

Purchase Order, shall place no additional orders, and shall preserve and protect materials on hand purchased for or committed to this Purchase Order, work in progress, and completed work both in CONTRACTOR's and in its suppliers' plants pending CITY's instructions and shall dispose of same in accordance with CITY's instructions. Termination payment to CONTRACTOR or refund to CITY, if any, shall be promptly and mutually agreed to by CITY and CONTRACTOR, based on that portion of the work satisfactorily performed to the date of cancellation, including reimbursement for reasonable overhead and profit on such work, plus reasonable and necessary expenses resulting from the termination, as substantiated by documentation satisfactory to and verified by CITY, disposition of work and material on hand, and amounts previously paid by CITY. CONTRACTOR shall not be entitled to any lots of prospective profits, contribution to overhead or incidental, consequential or other damages because of such termination.

CONTRACTOR shall deliver or assign all goods with all applicable warranties or dispose of goods as directed by CITY prior to final payment.

21. **GRATUITIES:** CITY may, by written notice to the CONTRACTOR, terminate the right of the CONTRACTOR to proceed or continue under this Purchase Order if it is found that gratuities, (in the form of entertainment, gifts, or otherwise), were offered or given by the CONTRACTOR, or any agent or representative of the CONTRACTOR to any officer or employee of the Owner or CITY with a view toward securing this Purchase Order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of this Purchase Order.  
In the event this Purchase Order is terminated as provided in this provision, CITY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Purchase Order by the CONTRACTOR. The rights and remedies of CITY provided in this or any other article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.
22. **Anti-discrimination:** The contracting party shall not discriminate on the basis of race, sex, color, national origin, gender, sexual orientation, gender identity, or disability.

#### **IV. PROTEST PROCEDURES**

Protest of bidding procedures, specifications or bid/contract awards shall be made in accordance with the following procedures. Such protests may only be initiated by an authorized representative of a person, firm or corporation who has a direct economic interest in the particular procurement in question.

1. **Protest Filing.** Any protest must be filed with the purchasing agent at the address specified in the bid specifications or quotation request for the receipt of bids or quotes. The protest must be in writing and describe in full detail the basis for the protest and the particular bid or quote in controversy. In order to meet the time frames enumerated hereinafter, a protest may be received in person, by U.S. mail, facsimile or electronic means; provided, however, that facsimile or electronic filing shall be followed with documents bearing original signatures as soon as practical thereafter.
2. **Bid Specifications (Pre-Award).** Protest of bid specifications or bidding procedures must be received by the purchasing office no later than five (5) business days prior to the scheduled bid opening or quotation closure period. Protests received the day of bid opening or quotation closure will not be considered.
3. **Award.** Protests of procurement decisions shall be filed by the protestant within five (5) business days of the award decision. Upon a determination of vendor selection from the bid process, a "Notice of Intent to Award" will be posted on the City's bid website. The purchasing agent, in consultation with the City Attorney and City Manager, shall have authority to settle and resolve the protest. If the protest is not resolved by mutual agreement, the City Manager or his designee shall issue a decision in writing to the protestant within ten (10) business days after receipt of the protest stating the reasons for the action taken.
4. **Post award protests and protest timelines.** All post award protests shall be referred

to the City Manager for action. Furthermore, the City Manager, at his/her discretion, may extend the protest timelines.

5. **Stay of procurement award.** In the event of a timely protest pursuant to this section, the city shall not proceed with the solicitation or procurement until the protest is resolved by mutual agreement, the City Manager or his designee issues a final decision, the board of directors approves the procurement in controversy or a court decision is rendered if the controversy is filed in court. Provided, however, that the city may proceed with a procurement in controversy if a written determination is made by the purchasing agent, in consultation with the city attorney, that the items to be purchased are urgently required, the delivery or performance will be unduly delayed by failure to make the award promptly, or failure to make award will otherwise cause undue harm to the city.
6. **Award notification.** Notification of procurement decisions shall be available as soon as such decisions are final. Bid or contract award recommendations to be considered by the board of directors shall, whenever possible, also be available in the office of the city clerk seven (7) calendar days prior to the board of directors meeting at which the bid or contract award is scheduled for consideration. It is the responsibility of all bidders to make inquiry of the purchasing office regarding procurement decisions for rendering protests.
7. **Federal grants.** Protest of any procurement funded in whole or in part with federal grant funds may also be filed subsequently with the funding agency. The Department with primary oversight responsible for a particular federal grant shall ensure that federal agency bid protest procedures, if any, are made available and shall provide assistance in the administration of such agency protest procedures.

## **V. PROJECT BACKGROUND**

The City of Hot Springs Fire Department does not have any form of vehicle exhaust removal system at this time. The City is seeking proposals to install systems in each station. The City of Hot Springs was awarded a grant by the Department of Homeland Security (FEMA) to install units in the stations.

## **VI. SCOPE OF SERVICES**

**SEE ATTACHMENT B**

## **VII. PROPOSAL REQUIREMENTS / EVALUATION**

Proposers must submit proposals which include the categories enumerated hereinafter. Proposals will be evaluated in accordance with the City's evaluation criteria (Section VII) based solely upon the proposal contents; therefore, respondents should carefully address each of the following proposal content categories.

### **A. EXPERIENCE/QUALIFICATIONS/REFERENCES**

Qualifications - describe and provide detail of the firm's qualifications and experience to perform this work. (Include expertise, training, certifications, licenses, etc).

Include a list of references, company name, contact information, and address.

### **B. METHOD OF PERFORMING**

Describe how the scope of service will be accomplished.

### **C. AVAILABILITY, CAPABILITY**

Describe staffing levels, equipment availability, resources for performing service to the City.

- D. **COST** – Describe in detail the total cost the proposer will charge the city to perform the services the proposer offers. The cost shown must be all inclusive of any applicable charges -i.e. including equipment, materials, delivery, labor, etc. Cost shall be per unit with a total for all units. Warranty for materials and labor are to be included with the response.
- E. **DBE/WBE** - Proposers who are **certified** disadvantaged business enterprises (DBE) or women owned business enterprises (WBE) or minority owned business enterprises (MBE) may qualify for five (5) points as a DBE/WBE/MBE. To claim these points, proposers must include a copy of a current DEB/WBE/MBE certification issued by a governmental agency with their proposal.

**VIII. EVALUATION CRITERIA**

The City’s purpose in soliciting proposals is to determine and select the best qualified firm with which to award an agreement at the best possible price. In order to accomplish this objective, the following evaluation criteria and procedure will be used:

	<u>Criteria</u>	<u>Max. Points</u>
A.	Qualifications/Experience/References	20
B.	Method of Performing	20
C.	Availability/Capability	20
D.	Cost	35
E.	DBE/WBE/MBE	5
<b>Total Points Possible</b>		100

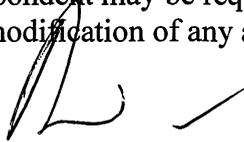
Proposals will be reviewed by a selection committee using the above criteria. Each reviewer will evaluate the five sections of each proposal based on the proposal’s content. Reviewers will then assign a point score between zero and the criteria’s maximum possible points for each section. Points for each proposal will then be totaled and proposals ranked from the highest to the lowest total point score. The City reserves the right to invite two or more of the highest rated firms to make oral presentations (short list). Firms invited to make oral presentations will be reevaluated using the above criteria based on their oral presentation. The firm selected for a bid award will be expected to incorporate, in the agreement their assurances, offers or guarantees made in their oral presentation. Negotiations will be conducted initially with the firm adjudged to be the best qualified firm following the ranting and rating process. If a mutually satisfactory contract cannot be negotiated with the selected firm, the firm will be requested to submit a best and final offer in writing, and, if not approved, negotiations with that firm will be terminated. Negotiations will then be initiated with the subsequently qualified firm, and this procedure will be continued until a mutually satisfactory contract has been negotiated. The objective of negotiations will be to reach an agreement on the plans for the services to be provided and an acceptable cost proposal that outlines the cost for each task and final products.

**IX. AWARD OF CONTRACT**

The City Manager or his designee will review the selection committee’s recommendation and make the final decision regarding recommending bid award to the Board of Directors.

The City reserves the right to request the modification of any and all proposals and/or to reject all proposals.

The detailed provisions of the contract may be prepared by the City Attorney. Any significant work alterations or additions during the term of the contract shall be renegotiated by the City and the selected respondent. The selected respondent may be required to obtain a City business license. The City reserves the right to request the modification of any and all proposals and/or to reject all proposals.



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Dorethea Yates, Finance Director

4/8/18

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Date

## EXHIBIT A

### FOR VEHICLE EXHAUST REMOVAL SYSTEM

## FEDERAL REGULATIONS

**This is a federally funded project.** The City must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of this proposed procurement.

**In order for sealed bidding to be feasible two or more bids must be received.** Any or all responses may be rejected if there is a sound documented reason. *2 CFR 200.320 Methods of Procurement*

**Consideration can be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.** *2 CFR 200.318(h)*

Regulations restrict awards, subawards and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The City will review federal records on SAM.gov and FAPIIS.gov prior to any award decision. *Executive Orders 12549 and 12689, 2 CFR part 180 and 2 CFR 200.213 Suspension and Debarment.*

**Compliance with all applicable city, state and federal regulations is required including, but not limited to the Fair Labor Standards Act, Davis Bacon Act, Copeland Act, Executive Orders 11246 and 13672 prohibiting discrimination, Clean Air Act, Byrd Anti-Lobbying, and Contract Work Hours and Safety Standards Act, and Procurement of Recovered Materials.**

*Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.*

**Authorized representatives from the City of Hot Springs, U.S. Department of Homeland Security, FEMA, U.S. Department of Labor, Comptroller General of the United States and/or Inspectors General must have the right of access to any documents, papers or other records, which are pertinent to the Federal award, and may monitor performance and/or investigate allegations of non-compliance.** *2 CFR 200.336*

Failure to comply with regulations will result in stopped work, additional conditions, temporary withholding of payment until resolution, disallowed costs of activities or actions not in compliance, whole or partial contract suspension or termination, or other remedies legally available including suspension or debarment from future federally-assisted projects. *2 CFR 200.338*

## *City of Hot Springs*

### FIRE DEPARTMENT VEHICLE EXHAUST REMOVAL SYSTEM GRANT FAIR LABOR STANDARDS, DAVIS-BACON AND RELATED ACT REQUIREMENTS

**The construction work covered by this bid is being assisted by the United States of America and the following provisions are applicable to such federal assistance.** Compliance with the Fair Labor Standards Act, Davis Bacon Act, Copeland Act, and all related state and federal regulations is required and will be monitored and investigated, as necessary, by the City of Hot Springs, U.S. Department of Homeland Security and Department of Labor.

I, \_\_\_\_\_ as a respondent to Request for Proposal, hereby acknowledge the applicability of the Fair Labor Standards, Davis Bacon, Copeland, Contract Work Hours and Safety Standards and all other related state and federal requirements, and that failure to comply with applicable regulations may result in the withholding of payments, payment of back wages, audits, sanctions, suspensions, debarment, and civil and criminal prosecution.

1. All construction workers employed or working upon the site of work will be **paid unconditionally and not less often than once a week**, and without deductions except such payroll deductions as permitted by the Secretary of Labor per 29 CFR Part 3.
2. **Workers must be paid a minimum wage rate** as determined by the U.S. Department of Labor Work Classifications, regardless of any contractual relationship, which may be alleged to exist between the contractor and such laborers. A copy of the current wage determination rates are included herein and can be downloaded from <http://www.wdol.gov>
3. **Worker Classification.** Workers shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Workers performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which the work is performed.
4. **Apprentices** will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. For more information refer to the HUD Federal Labor Standards Provisions Handbook provided with this bid package.
5. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. For more information refer to the HUD Federal Labor Standards Provisions Handbook provided with this bid package.

6. **The wage determination and the Davis Bacon poster** (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by workers. <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>
7. **Overtime must be paid at time plus one-half for all hours in excess of 40 in any workweek.**
8. **Payroll Reports.** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Hot Springs. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired, but must include a Statement of Compliance signed by the contractor or subcontractor and as long as it includes the following information:
  - a. Contractor/subcontractor information
  - b. Week ending
  - c. Name of worker
  - d. Number of withholding exemptions
  - e. Work classification
  - f. Straight time and overtime hours worked per day for federal and non-federally assisted work performed during that week
  - g. Total hours for federal and non-federally assisted work performed during that week
  - h. Straight time, overtime and double time rates of pay
  - i. Gross earnings
  - j. FICA/FUI/SUI/other legally-permissible deductions & total deductions
  - k. Netwages
  - l. Signed Statement of Compliance Certification <http://www.commerce.wa.gov/Documents/CDBG-MH-9-E-Statement-of-Compliance.pdf>

**The City of Hot Springs requests payroll reports accompany invoices following the payment of employees for the work being invoiced**, and computer-generated reports are preferred. Optional Form WH-347 is available if computer-generated payroll reports are not available.

9. **Payroll Reports must be certified and signed by the contractor or subcontractor to certify the following:**
  - a. That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
  - b. That each worker including helpers, apprentices and trainees employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - c. That each worker has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 of Section 231 of Title 31 of the United States Code.

10. **No work certified payrolls** are required on weeks that no work was performed.
11. **3-Year Record Retention - Subject to Inspection.** The contractor or subcontractor shall make records available for inspection, copying, or transcription by authorized representatives of the City of Hot Springs, The Department of Homeland Security or its designee, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.
12. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in this document and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses.

13. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
14. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference.
15. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
16. **Complaints, Proceedings, or Testimony by Employees.** No workers to whom the wage, salary, or other labor standards provisions are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable to his employer.
17. **Certification of Eligibility.** By responding to this bid the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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Signature

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Date

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Title

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Duns #

***§200.322 Procurement of recovered materials.***

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **Executive Order 13672 Final Rule**

*Applies to all City of Hot Springs federally-assisted construction contracts in excess of \$10,000*

On December 3, 2014, the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) announced a Final Rule that will prohibit federal contractors from discriminating in employment on the basis of sexual orientation or gender identity. The Final Rule implements Executive Order (EO) 13672, signed by President Barack Obama on July 21, 2014, which adds sexual orientation and gender identity to the prohibited bases of discrimination in EO 11246.

The term "gender identity" refers to one's internal sense of one's own gender. It may or may not correspond to the sex assigned to a person at birth, and may or may not be made visible to others.

"Sexual orientation" refers to an individual's physical, romantic, and/or emotional attraction to people of the same and/or opposite gender. Examples of sexual orientations include straight (or heterosexual), lesbian, gay, and bisexual.

OFCCP's August 19, 2014, directive "Gender Identity and Sex Discrimination," Dir 2014-02, previously clarified that sex discrimination includes discrimination on the bases of gender identity and transgender status, consistent with the EEOC's decision in *Macy v. Holder*.

Both Executive Order 13672 and OFCCP's directive prohibits federally-assisted construction contractors from discriminating against applicants and employees on the basis of their gender identity. Executive Order 13672 prohibits discrimination on the bases of gender identity and sexual orientation as separate protected categories.

Under both the Executive Order and the Final Rule, federal contracting agencies must include gender identity and sexual orientation as prohibited bases of discrimination under the Equal Opportunity Clause. The Final Rule does not require contractors to update their AAPs, policy statements, or handbooks. Nonetheless, it is a best practice for contractors to include in their AAPs, policy statements, and handbooks that applicants and employees will be treated without regard to their sexual orientation and gender identity. The Final Rule does not require contractors to engage in outreach activities. However, contractors are encouraged to engage in such activities to attract a diverse spectrum of qualified candidates.

Additional information about the new Final Rule is provided in the below list of Frequently Asked Questions.

### ***Covered Contractors***

#### **How do I know whether an employer is a federal contractor subject to the Final Rule?**

If a business or organization has a Federal contract, subcontract, ***or federally assisted construction contract*** it may be subject to the requirements of Executive Order 11246. Generally speaking, any business or organization that (1) holds a single Federal contract, subcontract, or **federally-assisted construction contract in excess of \$10,000**; (2) has a Federal contract or subcontracts with a combined total in excess of \$10,000 in any 12-month period; or (3) holds

Government bills of lading, serves as a depository of Federal funds, or is an issuing and paying agency for U.S. savings bonds and notes in any amount will be subject to the requirements of Executive Order 11246. To be subject to the Final Rule, a federal contractor must enter into a

new covered federal contract or subcontract, or modify an existing covered federal contract or subcontract, on or after the Final Rule's effective date of April 8, 2015.

### ***Job Advertisement Tag Line***

#### **How does the Final Rule change the requirements for solicitations and advertisements for employees?**

Under the currently effective regulations, contractors may either state that they do not discriminate on any of the protected bases under Executive Order 11246, and list them all, or they may simply use the phrase "equal opportunity employer." These same options remain under the Final Rule. If electing the first option above, contractors subject to the Final Rule will be required to add "sexual orientation" and "gender identity" to the list of bases on which discrimination is prohibited. The use of the "LGBT" abbreviation is discouraged because it does not accurately reflect that people of all sexual orientations and gender identities are protected by the Final Rule. As a reminder, contractors will also be required to display an updated "EEO is the Law" poster reflecting the new protected bases once that poster is finalized by the EEOC and OFCCP.

### ***AAP and Policy Statement***

#### **Must a federal contractor update its Affirmative Action Program (AAP) or any of its policy statements or handbooks to indicate that it does not discriminate based on sexual orientation or gender identity?**

No. The Final Rule does not require contractors to update their AAPs, policy statements, or handbooks. Nonetheless, it is a best practice for contractors to include in their AAPs, policy statements, and handbooks that applicants and employees will be treated without regard to their sexual orientation and gender identity.

### ***Data Collection, Self-Identification, and Supporting Documentation***

#### **1. May an employer ask a transgender applicant or employee for documentation to prove his or her gender identity?**

No. An employer may not ask transgender applicants or employees to prove their gender identity.

#### **2. What kinds of documents may an employer require a transitioning applicant or employee to provide about the employee's transition?**

Employers may not ask transgender applicants or employees for any documentation they do not request from other employees under similar circumstances. For example, if a

transgender employee is requesting to make a name change, an employer may require the same documentation it requires from other employees seeking to effectuate a name change. If a transgender employee is requesting medical leave in connection with his or her transition, an employer may request the same documentation it requires from other employees seeking medical leave. It is a best practice to have a policy for addressing human resources and cultural sensitivity issues for employees that are transitioning. Once an employee has voluntarily made a disclosure to HR or the appropriate office within the company, the most successful policies provide for ongoing communication between the employee and the employer.

**3. *If a contractor voluntarily collects data on the sexual orientation and gender identity of employees and applicants, will OFCCP request the data during a complaint investigation or compliance evaluation?***

While the Final Rule does not require the collection of this data, contractors are encouraged to collect data that they find useful to their diversity and inclusion efforts, consistent with any state or local laws. If a contractor possesses data that is relevant to the compliance evaluation or a specific matter under investigation, OFCCP may request that data. The fact that OFCCP may request this information should not deter contractors from voluntarily collecting it.

### ***Restrooms***

**How is restroom access affected by the Final Rule?**

Under the Final Rule, contractors must ensure that their restroom access policies and procedures do not discriminate based on the sexual orientation or gender identity of an applicant or employee. In keeping with the federal government's existing legal position on this issue, contractors must allow employees and applicants to use restrooms consistent with their gender identity.

### ***Types of Discrimination***

**Will OFCCP accept complaints of "disparate impact" discrimination on the basis of sexual orientation and gender identity?**

Yes. OFCCP will accept complaints of sexual orientation and gender identity discrimination that allege facially neutral policies or practices that have the effect of discriminating on the basis of sexual orientation and/or gender identity.

### ***Employee Benefits for Spouses***

**Is a contractor required to provide fringe benefits to employees' same-sex spouses if they reside or work in a state that does not recognize their marriage? What about employees in civil**

**unions or domestic partnerships?**

Contractors may choose to offer benefits to a range of beneficiaries, including, but not limited to, employee's spouses. Contractors that choose to provide benefits to spouses are required to provide the same benefits to employees in same-sex marriages as those in opposite-sex marriages.

Contractors also must use the same standard to determine if a same-sex or opposite-sex marriage qualifies a spouse for benefits. Examples of such standards include a "place of residence" or "place of celebration" rule. In states that do not recognize same-sex marriage, the use of a "place of residence" or "place of business" rule, which would find all same-sex marriages invalid and deny benefits on this ground, may constitute prohibited discrimination under the Executive Order, as to do so could have an unjustified disparate impact on the basis of sexual orientation. Adopting a "place of celebration" rule would avoid any such risk. Under such a rule, any marriage is recognized if it was entered into in a U.S. state or territory that recognizes that marriage; or, if entered into outside the U.S., is valid in the place where entered into and could have been entered into in at least one U.S. state or territory.

***Additional Questions?***

Contractors and other stakeholders may always reach out to OFCCP's Customer Service Desk at 1-800-397- 6251, or to OFCCP's public email box at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov) with questions about the application of the Final Rule.

*City of Hot Springs*

FIRE DEPARTMENT VEHICLE EXHAUST REMOVAL SYSTEM GRANT

***CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH EXECUTIVE ORDER 11246 AND 13672 AND RELATED EMPLOYMENT DISCRIMINATION ACTS***

I, \_\_\_\_\_ as a respondent to RFP, hereby make the following acknowledgment with respect to the applicability of Executive Order 11246, 13672 and all Related Acts requirements :

1. By bidding on this contract, I certify and acknowledge that the above referenced project is a federally- assisted construction contract and that if awarded I am responsible for complying with Executive Order 11246 and 13672; and,
2. I understand and agree to fully comply with Executive Order 11246 which prohibits federally-assisted construction contractors and subcontractors, who hold contracts in excess of \$10,000 in Government business within any 12-month period, from discriminating against any employee or applicant for employment because of race, creed , color, or national origin, and will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. I agree to post in conspicuous places, available to employees and applicants for employment, notices of this non-discrimination clause.
3. I understand and agree to fully comply with Executive Order 13672 which prohibits federally-assisted construction contractors and subcontractors, who hold contracts in excess of \$10,000 in Government business within any 12-month period, from discriminating on the basis of sexual orientation and gender identity as described in Executive Order 11246; and
4. I understand that I am responsible for ensuring these requirements will be flowed down to every lower- tier subcontractor and vendor for whom these Executive Orders and Related Acts apply.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

General Decision Number: AR190028 01/04/2019 AR28

Superseded General Decision Number: AR20180028 State: Arkansas

Construction Type: Building  
BUILDING CONSTRUCTION PROJECTS (does not include single-family homes or apartments up to and including 4 stories).

County: Garland County in Arkansas.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019

BOIL0069-002 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 28.97	22.39

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ELEC0295-009 01/01/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 24.55	12.23

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\* PAIN0424-009 07/01/2018

	Rates	Fringes
PAINTER (Brush, Roller and Spray).....	\$ 16.20	8.87

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PLUM0155-012 08/14/2017

	Rates	Fringes
PLUMBER.....	\$ 22.65	9.61

----- PLUM0155-015 08/14/2017

	Rates	Fringes
PIPEFITTER.....	\$ 22.65	9.61

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 SHEE0036-034 06/01/2015

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 22.64	13.35

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 SUAR2015-025 01/09/2017

	Rates	Fringes
BRICKLAYER.....\$	20.33	3.77
CARPENTER.....\$	16.25	3.91
CEMENT MASON/CONCRETE FINISHER...\$	19.71	3.93
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....\$	17.16	4.76
IRONWORKER, REINFORCING.....\$	14.00	0.00
IRONWORKER, STRUCTURAL.....\$	19.53	0.00
LABORER: Common or General.....\$	15.01	0.00
LABORER: Mason Tender - Brick...\$	12.37	0.00
LABORER: Pipelayer.....\$	14.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$	27.57	0.00
OPERATOR: Bulldozer.....\$	16.74	0.00
OPERATOR: Crane.....\$	17.52	0.00
OPERATOR: Grader/Blade.....\$	14.66	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$	23.75	0.00
OPERATOR: Roller.....\$	14.78	0.00
ROOFER.....\$	15.39	0.00
TRUCK DRIVER: Dump Truck.....\$	13.80	0.71

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is  
 incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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**WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## **EXHIBIT B**

### **VEHICLE EXHAUST REMOVAL SYSTEM HOT SPRINGS FIRE DEPARTMENT SPECIFICATIONS**

#### **1.1 Extraction System Overview**

1.1 The exhaust system shall be designed to vent 100 % of exhaust gases and particulate safely to the outside of the fire station. The exhaust system shall be designed and installed by factory trained and authorized personnel, certified by the manufacturer of the exhaust system. Manufacturers shall be required to have a minimum of five years of proven manufacturing experience in the manufacture of emergency vehicle exhaust extraction equipment.

1.2 The department shall be able to use the exhaust system for performing engine and pumper checks indoors.

1.3 System must be designed for high temperature vehicle exhaust fire rescue applications. The system shall automatically activate, disconnect, shutdown, and reactivate upon return without human intervention.

1.4 Exceptions and Variances from any of the specifications outlined in these bid specifications must be acknowledged and listed on a sheet attached to your bid. Failure to list and acknowledge exceptions to the specifications will result in rejection of the bid.

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

2.1 All standards of quality are met and adhered to current versions: UL, NFPA, AMCA, IMC, ASME, UMC, NEC and all local and state building codes. A current ISO-9001-2008 certificate must be included in the bid package from the manufacturer of the system.

2.2 Independent System testing information documenting the overall the effectiveness of the proposed system in a fire hall must be available.

2.3 References: References are only to be provided for the specific equipment and model number being proposed for this project. Contact information shall be provided upon request.

2.4 Manufacturing Experience: Companies that have 5 or more years of manufacturing experience of automatic vehicle exhaust removal systems for the fire/ rescue market are preferred.

2.5 Installing Contractor must show experience of installing vehicle exhaust removal systems in the fire rescue industry.

#### **3.1 System Description**

The exhaust system shall be a source capture system designed to handle exhaust fumes from diesel engines. The system shall address a total of 16 capture points housed in the following five Stations:

Station #1; Central Fire Station- 310 Broadway  
5 back-in bays; each bay is approximately 14'x80'; 8 apparatus housed at station

Stations #3; Park Ave Fire Station- 758 Park Ave  
1 back-in bay; bay is approximately 12'x36'; 1 apparatus housed at station

Station #7; Golf Links Fire Station- 1311 Golf Links  
1 back-in bay; bay is approximately 12'x36'; 1 apparatus housed at station

Station #4; Airport Fire Station- 523 Airport  
2 back-in bay and 1 drive-thru bay; each bay is approximately; 3 apparatus housed at station

Station #6; Lakeshore Fire Station- 220 Lakeshore  
3 back-in bays; each bay is approximately 14'x60'; 3 apparatus housed at station

#### **4.1 Air Volume and Fan Requirements**

4.2 The exhaust fan for each facility shall provide a minimum of 650 cfm per vehicle at 6.0 inches static pressure loss. Motor/ Blower curve performance information from the manufacturer must be provided with the bid document showing air handling capacity at various static pressure losses.

4.3 Exhaust system hose drops shall be the same cross-sectional diameter as the vehicle tailpipe or greater. Also, exhaust system shall maintain CFM that matches the cfm of the vehicle engine exhaust when running at 1500 RPM. Hose drops that do not match or exceed the size of the tailpipe and the cfm of the engine's exhaust shall not be accepted.

4.4 The fan shall be a backward incline fan made from continuous welded construction. Fan housings that are screwed together or riveted are not acceptable. Fans shall be tested and balanced prior to installation, be manufactured in an ISO Certified Facility in accordance to AMCA Certification Standards. A safety disconnect in the vicinity of the blower fan motor must be provided.

#### **5.1 Turnkey Installation**

5.1 Complete exhaust system installation including the exhaust fan, control box, ductwork, track, hose and nozzle connection must be completed. All electrical work from the panel out is 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. All duct material installed shall conform to existing Class II SMACNA Standards. An appropriate rain cap shall be provided on the building exterior.

5.2 All system components shall be labeled with manufacturer identification.

5.3 Installation of Exhaust System shall be accomplished by a factory trained and authorized installation team that specializes in the business of installing emergency response exhaust systems. Name of installation firm must be indicated in the bid document with exhaust removal system experience provided.

#### **6.1 Nozzle Attachment-Under Chassis Exhaust -Engine**

6.1 The Exhaust Capture System must provide complete, 100% exhaust removal at the source from

vehicle start up to exit of the apparatus from the station. In no event shall the nozzle allow for the potential escaping of diesel exhaust into the bay area. A check valve in the tailpipe adaptor or some other method to seal off the backwash of toxic exhaust gases is required to stop contaminant from escaping into the bay area during high RPM engine operation or when the system is not powered up during a power failure. It is a requirement of this bid that the system be capable of capturing 100% of exhaust gas and particulate even in the event the fan does not activate. **Any nozzle that does not seal completely seal 100% around the tailpipe will not be accepted. NO EXCEPTIONS.**

6.2 The exhaust system shall be attached to the vehicle within 3 feet of the door threshold.

6.3 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 system to the vehicle.

6.4 A rigid lower hose section with handle shall be provided to allow for easy hose connection.

6.5 The nozzle shall allow for the introduction of ambient air to significantly cool the air stream inside the hose and prolong the life of the equipment. Any system that does not seal around the tailpipe and allow for cool ambient air introduction shall be eliminated.

6.6 All adapters and nozzles shall be of similar size to allow vehicles to freely move from bay to bay. Any Nozzle adapter shall not exceed 7-inch diameter to allow adequate ground to tailpipe clearance.

6.7 Tailpipe adapter and nozzle must have inlet that is 5 inches or greater so, exhaust airflow is not impeded. Nozzle to flex hose elbow transition must also be 5 inches or larger to maximize airflow.

### **7.1 Nozzle Release and Material**

7.1 The release of the nozzle shall occur by a forward motion of an apparatus. The separation shall be accomplished by a simple mechanical release. Systems requiring support systems for nozzle separation such as pneumatics or electronics are discouraged.

7.2 The disconnection of the hose shall not be *speed dependent and* have a balancer that helps lift the exhaust nozzle off the vehicle tailpipe. The nozzle must separate from the tailpipe at the same point each time irregardless of the speed of the vehicle.

7.3 Any auto-release system that is speed sensitive requiring the driver to modify the exit speed to control the nozzle release shall not be accepted. Any nozzle requiring trip switches and support systems such as compressed air or electrical support to operate or release are discouraged.

7.4 Release of nozzle from the tailpipe shall not cause tugging or stretching of the hose to occur. Stress from separation and transporting of the hose to the door shall be borne by an internal cable to prolong life of the hose.

7.5 Nozzle elbows constructed of one piece, cast aluminum are preferred to eliminate the possibility of denting, rusting and breaking. Tailpipe adapters and nozzles should be made of rust resistant components

## **8.1 Suction Rail System for Drive-Thru Vehicles**

8.1.1 The suction rail system shall be comprised of Rail Sections which shall have a length of ten feet (10'). Aluminum Material shall be 6063-T-5 with a standard mill finish.

8.1.2 The aluminum suction rail shall be constructed from a one-piece continuous extruded aluminum profile. Construction shall be 6" round in diameter, with guide rails on each side to accommodate the external trolley assembly, and molded slots on the top for leg and support bracing

8.1.3 The trolley assembly shall be of external guide rail design. Four Delrin wheels must be out of the exhaust airstream and allow the trolley assembly to roll freely along the external guide rails. The chassis shall include a fitted cone assembly, designed to part the memory sealing lips. The cone assembly shall be designed with a series of friction rollers. These rollers shall be designed to reduce the resistance between the memory lips and the cone assembly. **System crabs or trolleys that incorporate wheels that roll inside the suction rail will not comply and will be rejected. NO Exceptions.**

8.1.4 Shock absorber assembly shall incorporate an adjustable hydraulic cylinder, capable of reducing the forward impact of the trolley assembly, without causing damage to either the suction rail or the trolley assembly.

8.1.5 A rubber bumper shall be located on the trolley assembly and designed as a contact point. The hydraulic cylinder shall be equipped with a rubber bumper end stop. Both bumpers shall be designed to align upon impact, and at no time shall metal to metal or plastic to metal contact be allowed.

## **8.2 VSR Suction Rail System for Top Stack Exhaust**

8.2.1 The system shall connect to the vehicle as the operator enters the bay and aligns the vehicle top stack adapter directly into the Rail Catching Device.

8.2.1.1 The suction rail system shall be comprised of lightweight Rail Sections which shall have aluminum top profile length of ten feet (10'). Material shall be 6063-T-5 with a standard mill finish.

8.2.1.2 The aluminum rail shall be constructed from a one-piece continuous extruded aluminum profile. Construction shall be 9" round in diameter, with a slotted profile in the top for leg and support bracing. Rail wall thickness shall be 0.250. An opening of 3" along the bottom of the rail, shall incorporate slots on each side to accept a pair of molded neoprene rubber seals. Seals shall be installed into the bottom of the rail, to seal the tube and prevent the escape of exhaust gases while being extracted. A vacuumed form ABS molded end cap, shall incorporate in its design, both an end cap feature and a hose connection.

8.2.1.3 The total weight of these rail sections shall be 8.3 lbs. per foot.

8.2.1.4 The exhaust top stack rail system shall be attached to the vehicle within 1 foot of the door threshold.

8.2.1.5 The Top Stack Adapter shall be constructed from 14 gage CRS, Zinc and Chrome plated. Outlet dimension must equal exhaust stack system provided by engine manufacture.

8.2.1.6 Suction Rail Catcher Assembly shall be constructed of 14 gage CRS Zinc plated and "V"

formed with 1” stiffing rails along both sides and top. Catcher shall mount to mating rail catcher plate. Catcher plate designed to bolt directly to suction rail.

Catcher shall be designed to accept a 11” x 11” EDPM 3/8” rubber gasket with a T-Slot design to accept the Stack Adaptor.

### **8.3 Flex-Hose Track System for Back-In Vehicles**

8.3.1 The Flex-Hose Track shall incorporate a lightweight aluminum track support system to convey the exhaust hose from door threshold to vehicle park position.

8.3.2 The aluminum track shall be of box lock design with two cross supports for rigidity and be engineered to carry the specific weight of all exhaust system components attached to the track as well withstand the pull forces placed upon system when vehicle exits the station.

8.3.3 The bottom section of the box lock track shall carry a minimum of 20 roller clips per 20’ track that will support the horizontal flex-hose. Systems that use steel unistrut or aluminum H track design are not acceptable.

8.3.4 Sliding Horizontal Hose shall be 6” diameter with a galvanized steel external helix. Hose material shall be Hypalon coated polyester fabric. Hose compression ratio shall be 6:1

8.3.5 The horizontal extraction hose shall be suspended from the guide track, which stores the hose up and out of the way to ensure a safer approach to the apparatus during a run or other activity.

8.3.6 The horizontal hose shall be capable of withstanding temperature of 370 and above.

8.3.7 This hose shall be supported every 12 inches using hose carrier trolleys and carrier clamps. This design eliminates hose loops and can be used in all tight quarters as designated in the bid. Any system using a hose loop in these designated bays is not acceptable.

8.3.8 The horizontal extraction hose shall be suspended from the guide track, which stores the hose up and out of the way to ensure a safer approach to the apparatus during a run or other activity.

8.3.9 The horizontal hose shall be capable of withstanding temperature of 370 and above.

8.3.10 This hose shall be supported every 12 inches using hose carrier trolleys and carrier clamps. This design eliminates hose loops and can be used in all tight quarters as designated in the bid. **Any system using a hose loop in these designated bays is not acceptable. NO EXCPTIONS.**

### **8.4 Sliding Aluminum Track/ Expandable Hose Track**

8.4.1 The exhaust system shall use a lightweight aluminum track support system to convey the exhaust hose from door threshold to vehicle park position. The aluminum track shall be of box lock design with two cross supports for rigidity. Systems that use steel unistrut or aluminum H track design are not acceptable.

8.4.2 An expandable hose track system shall be offered in the station to eliminate hose loops and long hoses. The expandable hose shall be 6-inch diameter and have a compression/expansion ratio Of 6:1.

The expandable hose shall be attached to the track using a set of trolleys secured to the hose at 9-inch intervals.

8.4.3 Rail and track system must be supported using adjustable, telescopic support legs allowing for future adjustment and changes to the system.

### **9.1 The System Balancer**

9.1.1 The hose balancer shall be designed to operate as a non-locking or self-locking adjustable balancer with a lifting capacity of no less than 31 lbs to keep hose off bay floor.

9.1.2 Hose shall be supported by the balancer using a lifting elbow with an internal cable to reduce stress and wear and tear to the hose.

### **10.1 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.

10.2 This construction of hose must be capable of operating at a continuous minimum temperature of 400°F and intermittent temperatures of 550°F. Hoses that are not rated at or higher than these temperatures will not be accepted. Testing support data verifying the hose rating must be included in the submittal portion of this bid package.

10.3 Five-inch diameter flex hoses are preferred to smaller hoses to provide less static pressure loss and more efficient fan performance.

10.4 A two-foot, rigid, lower section hose shall be included with extreme heat tolerance. Hose shall be tested by independent certified laboratory to be capable to 850 degrees F. Lower section hose additionally shall be flame retardant and be constructed using engineered materials to maintain shape and integrity.

10.5 The exhaust hose diameter shall be a minimum of 5 inches depending on the size of the vehicle engine and corresponding exhaust pipe diameter. **Hoses that are 4 inch in diameter will not be allowed. NO EXCEPTIONS.** Hose diameters of 5 inches and greater lessen internal air stream temperature and friction loss within the system which allows for greater air delivery by the fan.

10.6 High temperature two-foot lower section of hose is required. It must be rated for a minimum of 850 degrees F and include a handle for ease of connection to the tail pipe. **Lower hose temperature less than 850 F will not be allowed. NO EXCEPTIONS.** This hose also must be a minimum of 5" diameter

### **11.1 Auto-Start Control System**

11.2 Shall be designed to sense the output pressure normally generated by any 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.

11.3 Controller Electrical controller must be UL listed/approved and manufactured in accordance with Underwriters Laboratories standard UL-508 enclosed industrial control panels and incorporate a limited energy control circuit. For safety the enclosure must be NEMA4X rated fiberglass construction with a water tight seal.

### **12.1 Aluminum Transition Elbow Assembly**

12.1.1 The nozzle shall be fitted to Cast Aluminum Elbow Transition, manufactured from 319 aluminum and incorporating a 62°-degree curved angle. A special rag screen channel cast into the elbow shall allow for easy installation of replaceable non-static preformed spring steel rag screen with black oxide finish. A large 7" inlet opening shall incorporate a 1" mounting flange with molded locating pin for easy and accurate installation of rubber boot assembly. Aluminum elbow assembly shall be offered in all hose sizes 5 and 6 inch.

12.1.2 Removal spring wire rag screen must be performed spring steel oxide treaded finish. Allows for easy removal.

### **13.1 Tailpipe Adapter**

13.1.1 Tailpipes that are connected to the system shall be retrofitted with a tailpipe adapter (male end). The tailpipe adapter allows the nozzle (female end) to fit tightly against the outer edge of the mating ring on tailpipe adapter.

13.1.2 The ring shall contain a series of machined 3/4" oval holes placed around the circumference of the ring, which allows cool ambient air to enter into the exhaust hose reducing the temperature of the diesel exhaust, and thereby extending the life of the exhaust hose.

13.1.3 The circumference of the mating ring shall have a one-way silicon check valve rated at a minimum 600 degrees that opens or closes depending on the exhaust system airflow condition, when air pressure is either positive or negative or when the exhaust system is in a positive mode, the one-way check valve will press against the holes on the ring and close off the ambient air intake. This will prevent any backflow of diesel exhaust into the firehouse.

When air pressure in the nozzle is negative, which is the normal condition; a silicone check valve will remain open and will prevent any harmful carcinogenic materials from back washing into the apparatus bay and/or filtering into the living areas as well as cool the exhaust temperatures. Ambient air introduction at the nozzle/tailpipe adaptor will also protect the apparatus engine from backward spinning of its turbo engine when the fan is activated by another vehicle engine startup located in the adjacent bay and that apparatus is not operational. This will occur because the fan will pull air from around the tailpipe connection rather than the vehicle engine compartment. **Systems without a one-way check valve will NOT be accepted. NO EXCEPTIONS.**

13.1.4 The tailpipe adaptor should incorporate 5 - 25-degree Stainless Steel turndown veins inside the 5-inch diameter circumference of the tailpipe to protect the public and public property as well as fire personnel from accidental burns or discoloration of property. This will be accomplished by directing the hot exhaust away from the fire fighter and downward 30 degrees toward the ground.

## **14.1 Exhaust Fan Overview**

14.1.1 The exhaust fan shall be sized for a minimum of 650 CFM per extraction. The induction of ambient air at the tailpipe connection shall insure that the exhaust temperature at the fan will less be then 150 degrees at the fan motor. Blower curve information for the motor/ blower combination being supplied MUST be included in the submittal information.

14.1.2 Each exhaust fan shall be designed specifically for the fire station with these factors being addressed:

- 1 The size and total number of vehicles being attached to exhaust fan.
2. The overall design of fire & emergency vehicle bays.
3. The location of the living quarters.
4. The existing electrical phase
5. The physical location of the fire station in the community that is served by the fire department (The sound level of the fan motor while in operation).

14.1.3 The exhaust fan shall be sized for a minimum of 650 CFM per extraction unit unless larger or smaller vehicles are being attached to exhaust system. The induction of ambient air at the tailpipe connection shall insure that the exhaust temperature at the fan will less be then 150 degrees at the fan motor.

14.1.4 The sound decibels generated by the fan motor and impeller shall not exceed 81 Db at 5 feet. A silencer is recommended for applications greater than this to further lessen noise levels.

14.15 No motor that allows exhaust temperatures more than 200 degrees shall be accepted; this requirement insures long life the exhaust fan motor and bearings.

## **15.1 System Warranty**

15.1 Complete exhaust system parts warranty shall be for a minimum of 5 years. A warranty certificate describing the warranty to be provided must be included in the bid. Location and name of nearest service outlet should be listed in the bid. Location of parts inventory shall be indicated as well. All equipment must be supplied by one system manufacturer with the complete system covered in its entirety by the manufacturer's warranty.

## **16.0 POINT OF ORIGIN:**

16.1 Equipment shall be manufactured by a U.S. Company that is base headquartered in the USA. Systems that are built using 100% American parts supplied from U.S. vendors are preferred. All components of shall be American Standard.

**Company providing the exhaust venting system must have a U.S.A. ISO 9001:2008 current certifications, a copy of the document must be provided with the bid package.**

**Work shall be done with no interruption of services to the City of Hot Springs.  
The work area shall be free of debris and maintained in a safe work environment.**

LIST OF PROPOSED SUBCONTRACTORS  
RFP for Vehicle Exhaust Removal System

I, the undersigned General Contractor, hereby certify that proposals from the following Subcontractors were used in the preparation of my bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and/or the Owner.

**Type of Work:** \_\_\_\_\_

Subcontractor's Name: \_\_\_\_\_

Arkansas License No: \_\_\_\_\_

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

DBE: Yes/No (circle one)      Return Certification with bid proposal.

Contract Amount: \_\_\_\_\_

**Type of Work:** \_\_\_\_\_

Subcontractor's Name: \_\_\_\_\_

Arkansas License No: \_\_\_\_\_

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

DBE: Yes/No (circle one)      Return Certification with bid proposal.

Contract Amount: \_\_\_\_\_

**Type of Work:** \_\_\_\_\_

Subcontractor's Name: \_\_\_\_\_

Arkansas License No: \_\_\_\_\_

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

DBE: Yes/No (circle one)      Return Certification with bid proposal.

Contract Amount: \_\_\_\_\_

Name of bidder firm: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date