

# City of South Daytona

## Fire Department

Post Office Box 214960 • South Daytona, FL 32121 • 386/322-3033



### MEMORANDUM

To: James L. Gillis Jr., City Manager

From: James D. Giles, Fire Chief

Date: January 3, 2022

Re: Council consideration of awarding the purchase and installation of a vehicle exhaust extraction system for Fire Station 98 (Bid No. 22-B-001) to MagneGrip (11449 Deerfield Road, Cincinnati, OH 45242) in the amount of \$43,996 which is budgeted in the current fiscal year utilizing a FEMA grant award.

---

The fire department was awarded a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant in the amount of \$49,500 for the purchase and installation of a vehicle exhaust extraction system for Fire Station 98. The City's share of this grant will be \$2,357. This new system will be replacing an outdated one that was installed in 2004. The City Council accepted the FEMA Grant in August 2021.

In accordance with our procurement procedures, staff solicited sealed bids from qualified vendors on December 1, 2021. A non-mandatory pre-bid meeting was held on Thursday, December 16, 2021, and MagneGrip was the only company in attendance. Proposals were received until Thursday, December 30, 2021, at which time the submitted bids were publicly opened in the City Council Chamber Room located inside City Hall.

Two bids were received in response to our purchasing request. The first was from Rossman Enterprises Inc. dba MagneGrip, at 11449 Deerfield Road, Cincinnati, OH 45242 in the amount of \$43,996 and the second was SafeAir Corporation at PO Box 3077, Sarasota, Florida 34230-3077 for 39,446.

A Selection Committee comprised of Fire Chief Dave Giles, Fire Commander Don Howard and Public Works Director Brian Peek, P.E. reviewed the bids, and unanimously decided that presentations would be needed.

Representatives from MagneGrip and SafeAir presented their bids to the Selection Committee on Friday, January 21, 2022. After presentations, the Selection Committee unanimously determined that Rossman Enterprises Inc. dba MagneGrip, at 11449 Deerfield Road, Cincinnati, OH 45242 in the amount of \$43,996 for the Station 98 vehicle exhaust extraction system.

Rossman Enterprises Inc. dba MagneGrip manufactures their specifically designed product intended for use within the fire industry. Their ability to manufacture and have products available in their warehouse facility will eliminate product and shipping delays. The presentations and demonstrations proved MagneGrip not only fits the parameters of the bid and would be able to provide the best product but is more compact which fits the restraints within Station 98.

A copy of their bid and signed agreement has been attached for your review.

Staff recommends awarding the purchase and installation of a vehicle exhaust extraction system for Fire Station 98 MagneGrip (11449 Deerfield Road, Cincinnati, OH 45242) in the amount of \$43,996 which is budgeted in the current fiscal year and within the FEMA grant award.

## INDEPENDENT CONTRACTOR'S AGREEMENT

**THIS INDEPENDENT CONTRACTOR'S AGREEMENT** (hereinafter this "Agreement") is made and entered into this 8<sup>th</sup> day of February 2022, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality (hereinafter the "CITY") and Rossman Enterprises Inc. dba MagneGrip, 11449 Deerfield Road, Cincinnati, OH 45242, an Ohio corporation (hereinafter "CONTRACTOR").

### WITNESSETH

**WHEREAS**, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

**WHEREAS**, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, CONTRACTOR is in the business of Fire Department Vehicle Exhaust Extraction Systems in the City of South Daytona and elsewhere in the State of Florida; and

**WHEREAS**, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

**WHEREAS**, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid #22-B-001 for City Of South Daytona Vehicle Exhaust Extraction System for Fire Station 98 which satisfies the CITY's Procurement Policy; and

**WHEREAS**, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

**NOW THEREFORE** in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Commencement and completion/Term.**

- a. CONTRACTOR must commence work under this Agreement within 30 days upon receipt by CONTRACTOR of the Notice of Award, and must substantially complete the work not later than 90 calendar days thereafter, and to fully complete the work within 120 calendar days. Existing sign should not be removed until 14 to 30 days prior to the installation of the new sign. The CONTRACTOR shall not be entitled to any damages on account of hindrances or delays in construction from any cause whatsoever. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope of work, or substantial increases in the costs of performing the work under this Agreement.
- b. Liquidated damages will be assessed against CONTRACTOR in the amount of \$500 per day, for each day after each construction milestone that the work contemplated by this Agreement is incomplete.

4. **Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other

deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Acceptance of work product, payment, and warranty.** Upon receipt of a periodic work product or notice that work has progressed to a point of payment in accordance with Exhibit “A” attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit “A”. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR’s industry or profession to be a reliable basis and foundation for CONTRACTOR’s work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR’s professional judgement that the data or information provided by the CITY for use in CONTRACTOR’s work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR’s failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. **Termination.**

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY’s Project Manager is: Commander Don Howard



- c. CONTRACTOR's Project Manager is:

Paul Miller 513-702-3988 pmiller@magnetgrip.com

8. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Ave., South Daytona, Florida 32119;
- b. To CONTRACTOR: Rossman Enterprises Inc. dba MagneGrip, 11449 Deerfield Road, Cincinnati, OH 45242

9. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
  - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
  - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
  - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
  - iv. Fire damage liability shall be included at \$300,000.00.

- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
  - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
  - b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
  - c. **Personal nature of Agreement; Assignment.**
    - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
    - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from

CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

- h. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the CITY to perform the service.
  2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
  4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
  - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
  - iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
  - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
  - vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; bwitte@southdaytona.org; MAILING ADDRESS: 1672 Ridgewood Ave., South Daytona, FL 32119.**

- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
  - i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
  - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
  - iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
  - iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
  - v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be

primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.

**11. Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.

- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance



by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

## **12.Special Provisions.**

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA,

A Florida Municipality

WILLIAM C. HALL, Mayor

ATTEST:

(Seal)

JAMES L. GILLIS, City Manager

Date signed by CITY: \_\_\_\_\_

by M Rossman  
Margaret Rossman-Roach,  
as its President and authorized agent

(CORPORATE SEAL)

ATTEST:

M Rossman  
Margaret Rossman-Roach, Secretary

STATE OF Ohio  
COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28<sup>th</sup> day of January, 2021, by Margaret Rossman-Roach of Rossman Enterprises Inc. Ohio dba Magnequip, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced \_\_\_\_\_ as identification.

Pamela A. Miller  
Signature of Notary Public - State of Florida  
Ohio

Pamela A. Miller  
Printed/Typed/Stamped Name of Notary  
My commission expires: 10-23-2023



PAMELA A MILLER  
Notary Public, State of Ohio  
My Comm. Expires 10/23/2023



# MagneGrip®

## Vehicle Exhaust Removal Systems Installation Project

South Daytona Fire Department  
South Daytona, FL

December 30, 2021





# Bid Documents

---



## INSTRUCTIONS TO BIDDERS

### **Project Description**

The work of this project consists of design, material, labor and installation for construction of

**CITY OF SOUTH DAYTONA FIRE DEPARTMENT STATION 98  
VEHICLE EXHAUST REMOVAL SYSTEM  
BID NO. 22-B-001**

### **Specification Notes and Requirements:**

#### **Vehicle Exhaust Removal System Specifications:**

##### **Extraction system overview**

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

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

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.

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.

##### **Quality standard assurance and experience:**

All standards of quality are meet and adhered to: UL, NFPA, AMCA, IMC, ASME, UMC, NEC and all local and state building codes. A current ISO- 9001-2015 certificate must be included in the bid package from the manufacture of the system for the manufacturing of product.

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

**References:** Respondents must provide a minimum of 10 fire stations where their product was installed within the last five years. This list must be included to verify



experience in the fire/ rescue market. Reference are only to be provided for specific equipment and model number being proposed for this project.

**Manufacturing Experience:** Companies that have five years of manufacturing experience in the field of automatic vehicle exhaust removal systems for the fire and rescue market are preferred. The system submitted for bid must be a standard package design to be fully outfitted and executed by manufacturer and installer (if not the same). Piecemealed systems will not be accepted. Product shall have proven history longevity and service in a high-volume department.

Installing contractor must show experience of installing vehicle exhaust removal system in the fire rescue industry.

### **System description**

The exhaust system shall be a source capture system designed to handle exhaust fumes from internal combustion engines. The potential system shall address each of the fire stations three bays with its own capture point. Fans shall be large enough to provide a minimum of 650 cfm per vehicle. System shall be designed to provide as much flexibility as possible to allow vehicles to move from bay to bay and between stations. Tailpipe adapters shall be similar size throughout. Installation must be neat and clean using the best materials available.

An expandable hose track system and suction rails shall be provided to eliminate long hoses within the bays.

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

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.

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.

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. A master kill switch must also be provided.

### **Turnkey Installation**

The exhaust system shall be fully installed and include the exhaust fans, control boxes, ductwork, tracks, hoses and nozzles. All electrical work from the panel out is included in this scope of work. The city shall be notified if any electrical upgrades are needed prior to construction. Tailpipe modifications from the muffler out on all fire department vehicles 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 for each point of exit at exterior of building.

All system components shall be labeled with manufacturer identification and be standard equipment from the manufacturer.

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.

### **Nozzle Attachment**

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 is required to stop contaminant from escaping into the bay area. 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 completely seal around the tailpipe will not be accepted.

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

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.

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

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.

All adapters and nozzles shall be of similar size to allow vehicles to freely move from bay to bay. No nozzle adapter shall exceed 7inch diameter to allow adequate ground to tailpipe clearance.

Tailpipe adapter and nozzle must have an inlet 5 inches or greater as to not impede exhaust airflow. Nozzle to flex hose elbow transition must also be 5 inches or larger to maximize airflow.

Adapter and nozzle shall be manufactured primarily of rust resistant material to ensure consistent, good connection.

### **Nozzle Release and Material**

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 not accepted.



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 regardless of the speed of the vehicle.

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 not accepted.

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.

Nozzle elbows constructed of one piece, cast aluminum are preferred to eliminate the possibility of denting, rusting and breaking.

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

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 uni-strut or aluminum H track design are not acceptable.

An expandable hose track system shall be offered in the station to eliminate hose loops. 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.

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

### **Suction Rail**

The suction rail system shall be comprised of six feet (6') Aluminum Material shall be 6063-T-5 with a standard mill finish.

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

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.

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.

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.

### **The System Balancer**

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.

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. Internal cable shall reduce risk of the hose stretching.

### **Extraction System Exhaust Hose**

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

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.

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

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 1000°F. Lower section hose additionally shall be flame retardant and be constructed using engineered materials to maintain shape and integrity.

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

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 will sense the increased output pressure and 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 manufacture recommendations As an option, ignition start activation may be also offered for consideration.

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 watertight seal.

### **System Warranty**

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.

**POINT OF ORIGIN:**

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.

**ADDITIONAL REQUIREMENTS:**

1. Proposal cost includes obtaining a building permit from the City for construction.
2. Must be a licensed contractor in Volusia County.
3. City Council will award contract based on selection committee recommendation.

**Examination of Contract Documents and Site**

Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

**Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.**

On request Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**Bid Coordinator**

The coordinator for this Bid is:

Becky Witte, Deputy City Clerk

[bwitte@southdaytona.org](mailto:bwitte@southdaytona.org)

Phone: 386-322-3011



The City will not respond to oral inquiries. Respondents may submit written (by email only) inquiries regarding this bid to the coordinator. **Written inquiries must be received by Thursday, December 16, 2021 by 4:00pm to be considered.** The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. **Any and all addendums will be posted on the City website on Tuesday, December 21, 2021.** It shall be the responsibility of the Respondent, prior to submitting a bid, to determine if addenda were issued, acknowledging same, and incorporating them into the bid.

### **SCHEDULE**

*The City reserves the right to modify these timelines and schedules at any time for any reason.*

Wednesday, December 1, 2021	Distribute Bid Document
Thursday, December 16, 2021 at 9:00am	Pre-Bid Meeting and Site Walk
Thursday, December 16, 2021 at 4:00pm	Written Questions Due <i>Questions regarding responses to this Request for Proposals (RFP) must be in writing through e-mail to Becky Witte, Deputy City Clerk at <a href="mailto:bwitte@southdaytona.org">bwitte@southdaytona.org</a>.</i>
Tuesday, December 21, 2021	City to respond to Questions
Thursday, December 30, 2021 at 2:00pm	Proposals Due to the City
Tuesday, January 4, 2022	Selection Committee Meeting ( <i>tentative date</i> )
Tuesday, January 11, 2022 at 6:00pm	Presentation/Recommendation of Selection Committee to the City Council

### **Pre-Bid Meeting**

Due to the nature of the work involved, and to allow proposers to view the area and gain further understating of the project, all prospective bidders are invited to a pre-bid meeting on Thursday, December 16, 2021 at 9:00am at South Daytona Fire Station 98, located at 1672 S. Ridgewood Avenue, South Daytona, Florida.

### **Indemnity and Insurance**

The Contractor shall not commence work under this Contract until he has obtained all insurance required by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

The Contractor shall submit certificates or other documentary evidence to the Owner for approval, covering Workmen's Compensation Insurance and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents. Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30)



days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorney's fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work or from any improper or inferior workmanship or from inferior materials used in the work.

Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all of its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

### **Volusia County Licensing Program**

The City of South Daytona wants to ensure that all bidders are licensed to do work in Volusia County. All bidders must be registered with the Volusia County Licensing Program prior to start of any construction activities associated with this project. The bidder's name must match the Licensee name in order to qualify.

### **Payment of Taxes**



The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

### **Special Requirements**

Prohibited Interests. No official of the Owner who is authorized in such capacity, and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

Performance of Work by Contractor. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the Owner. The Contractor shall perform on the site and with his own organization work equivalent to not less than 50 percent of the total dollar value of the work to be performed under this contract except that work designated hereinafter as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

Sworn Statement on Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount, provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## BID FORM

BIDDER'S NAME: Rossman Enterprises Inc. dba MagneGrip

**PROJECT IDENTIFICATION: CITY OF SOUTH DAYTONA FIRE DEPARTMENT VEHICLE EXHAUST REMOVAL SYSTEM**

**CONTRACT IDENTIFICATION AND NUMBER: 22-B-001**

**THIS BID IS SUBMITTED TO: CITY OF SOUTH DAYTONA  
1672 SOUTH RIDGEWOOD AVENUE  
SOUTH DAYTONA, FLORIDA 32119**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. The BIDDER agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

### BID

The undersigned offers to furnish all design work, materials, equipment and labor for the "**CITY OF SOUTH DAYTONA FIRE DEPARTMENT VEHICLE EXHAUST REMOVAL SYSTEM - BID NO. 22-B-001**," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The LUMP SUM bid total per property is:

Forty Three Thousand, Nine-Hundred Ninety-Six Dollars, and no cents.  
(In Words)

(In Figures) \$43,996.00.



## PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON  
PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No 22-B-001 for  
City of South Daytona FD Vehicle Exhaust Removal System . This sworn statement is submitted by

Rossman Enterprises Inc. dba MagneGrip whose business address  
Is 11449 Deerfield Road, Cincinnati, Ohio 45242 and (if applicable)

its Federal Employer Identification Number (FEIN) is 31-1049761 .(If the  
entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: \_\_\_\_\_.) My name is Margaret Rossman-Roach any my  
relationship to the entity named above is President .

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a)**, Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



City of South Daytona Bid 22-B-001, Fire Department Vehicle Exhaust Removal System Page 16 of 31  
Council Agenda Item 9. Page 28 of 82



# Recommended Products

---



**MagneGrip®**

# Nozzle Auto-Disconnect

## GUARANTEE

All MagneGrip Exhaust Removal Systems come equipped with our Integrated Internal Stress Release Cable that eliminates tension on the hose, prolonging the life of the hose, and guarantees a safe, consistent disconnect every time. Because of this, no additional safety disconnect is needed!



Integrated Internal Stress Release Cable  
Ensures a Safe Release – Every Time



Nozzle Automatically Disconnects  
as the Apparatus Exits the Firehouse

## ★ OUR GUARANTEE ★

MagneGrip is so confident its nozzle will release safely with every exit; we guarantee it. If the nozzle doesn't automatically disconnect, we'll happily cover any damages, plus upgrades!







# Straight Suction Rail (SSR) System

## Fits in Small Spaces

This system is designed to fit in firehouses with little space to spare. It accommodates emergency response vehicles parked in tandem (up to four vehicles) and can be used for back in or drive through bays. The system utilizes the least amount of hose, yet still provides complete exhaust removal coverage.

The overhead aluminum suction rail serves as part of the exhaust duct system. A trolley mounts on the suction rail with external wheels and travels with the movement of the vehicle. The hose is connected to a funnel-shaped inlet at the bottom of the trolley and flexible rubber "lips" seal around the inlet.

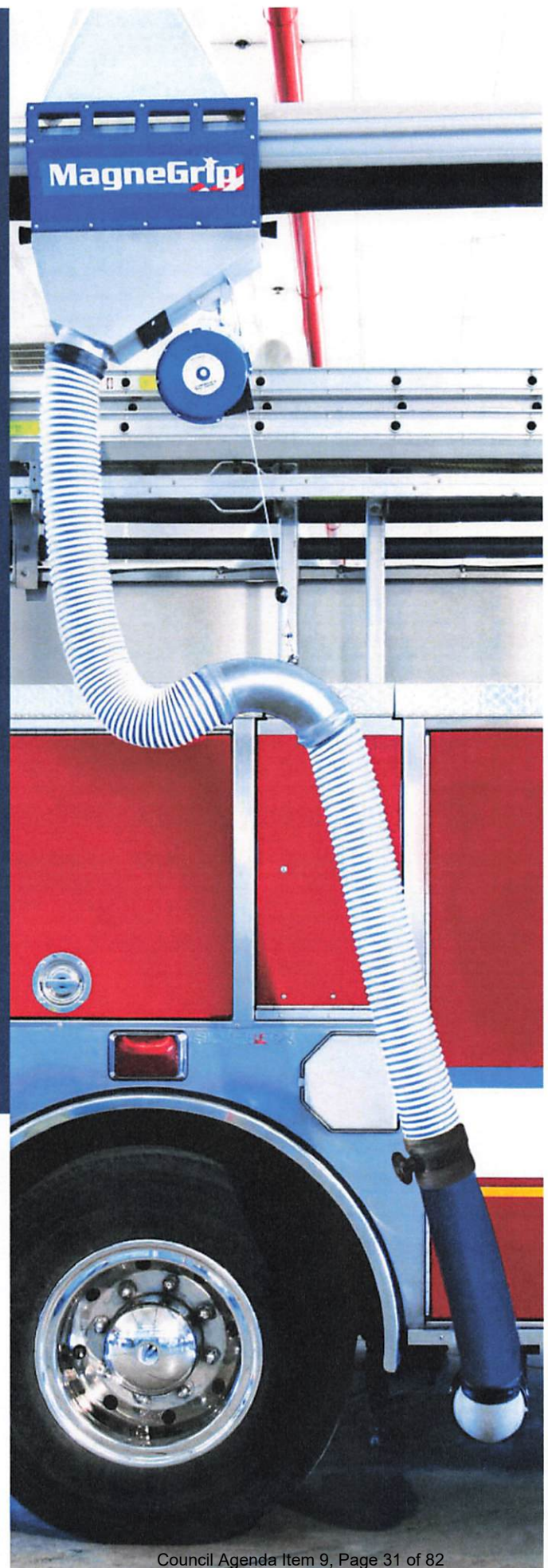
## Easy to Use

When the engine is started, an auto-start sensor switches on the exhaust fan, drawing the exhaust emissions into the rail and ductwork. As the apparatus exits, the trolley glides along the rail and the MagneGrip nozzle automatically disconnects at the doorway.



## KEY FEATURES:





- 100% seal & exhaust removal
- Highest Airflow Available
- Rated up to 1,000° F
- Meets IMC Code and NOISH recommendations
- Easily attaches from a standing position
- Auto-starts when engine starts
- Auto-releases when apparatus exits
- Available in 5" and 4" hoses







# Magnetic Exhaust Removal System Comparison Chart

Brand		PLYMOVENT	NEDERMAN
Country of Origin			
True, 100% Seal with Ambient Air Induction	✓	✗	✗
Parts & Service 100% Direct from Manufacturer	✓	✗	✗
One-Step, Click & Seal Connection	✓	✓	✗
Attaches from a Standing Position	✓	✓	✓
Internal Stress Relief Hose Cable prolongs and protects the life of the hose, reducing maintenance costs	✓	✗	✗
Notch & Pin Design provides consistent connection and controlled release	✓	✗	✗
Hose Rated up to 1,000°F increases the longevity of the hose during standard operating procedures	✓	✓	✗
5" Standard Size Hose for maximum heat reduction	✓	✗	✗
Smallest Universal Tailpipe Adapter – 7" Standard fits all vehicles and provides max ground clearance	✓	✗	✗
NFPA 1901 Compliant & ISO 9001 Certified international standard for quality management	✓	✓	✓
Meets IMC Code & NIOSH Recommendations most reliable and protective measurements recommended	✓	✓	✓
Automatic and Manual Operation from easy-access UL Listed control panel (standard & advanced available)	✓	✓	✓
Continuously Welded Industrial-Grade Fan	✓	✗	✓

Information gathered as of 2021 from company websites and industry knowledge.





# Service & Maintenance

---

**MagneGrip<sup>®</sup>**



# 24/7 Customer Service

## We're always there for you

MagneGrip has installed tens of thousands of exhaust removal systems in firehouses across the country because of our 100% seal and ease of use. We have also built an extensive, nationwide network of factory-trained and certified technicians to ensure there is always someone knowledgeable to service your system close to your firehouse. We would be happy to put you in touch with one of our thousands of satisfied customers upon request.



### Responsive Support

The MagneGrip Help Desk is available 24/7 for service and support or to help troubleshoot any issues. You can call 1-800-875-5440 or contact us via our website at <https://www.magnetgrip.com/ServiceContact>. *And because we are the manufacturer, you will never wait to order parts!*



### Low-Cost Maintenance

MagneGrip 100% sealed, magnetic system has been proven to reduce maintenance by 70%, compared to other systems on the market. The high-quality and simplicity of the MagneGrip system ensures less maintenance and repairs, resulting in fewer issues and far fewer dollars spent on parts.



### Available Preventative Maintenance

To ensure the highest longevity and best quality performance for your equipment, MagneGrip also offers a Preventative Maintenance Program. The program includes an extensive performance checklist along with regular cleaning, alignment, and lubrication of all parts for maximum operating efficiency.



### USA Certified

Along with our extensive nation-wide, local service and maintenance providers, MagneGrip is the only exhaust removal system that is accredited by the Buy American Law – certifying that all MagneGrip® parts and components are proudly manufactured and assembled in USA.



For Service, contact us anytime for prompt response:  
[helpdesk@magnetgrip.com](mailto:helpdesk@magnetgrip.com)



# Certified Local Partners

**MagneGrip**



## Certified Local Partners

MagneGrip has an extensive, nationwide network of factory-trained and certified technicians to ensure there is always someone knowledgeable to service your system close to your firehouse. Our partners are as passionate about clean air as we are.



### Close Proximity

100+ certified local partners, plus support from certified local distributors.



### 24/7 Service

Help for service, support, or troubleshooting any issues.



### Certified Technicians

Skilled specialists, factory-trained and certified.



## We're always local

The MagneGrip Help Desk is available 24/7 for service and support or to help troubleshoot any issues. And with our extensive network of factory-trained and certified local partners, a local service technician is always just around the corner for fast, and efficient service.

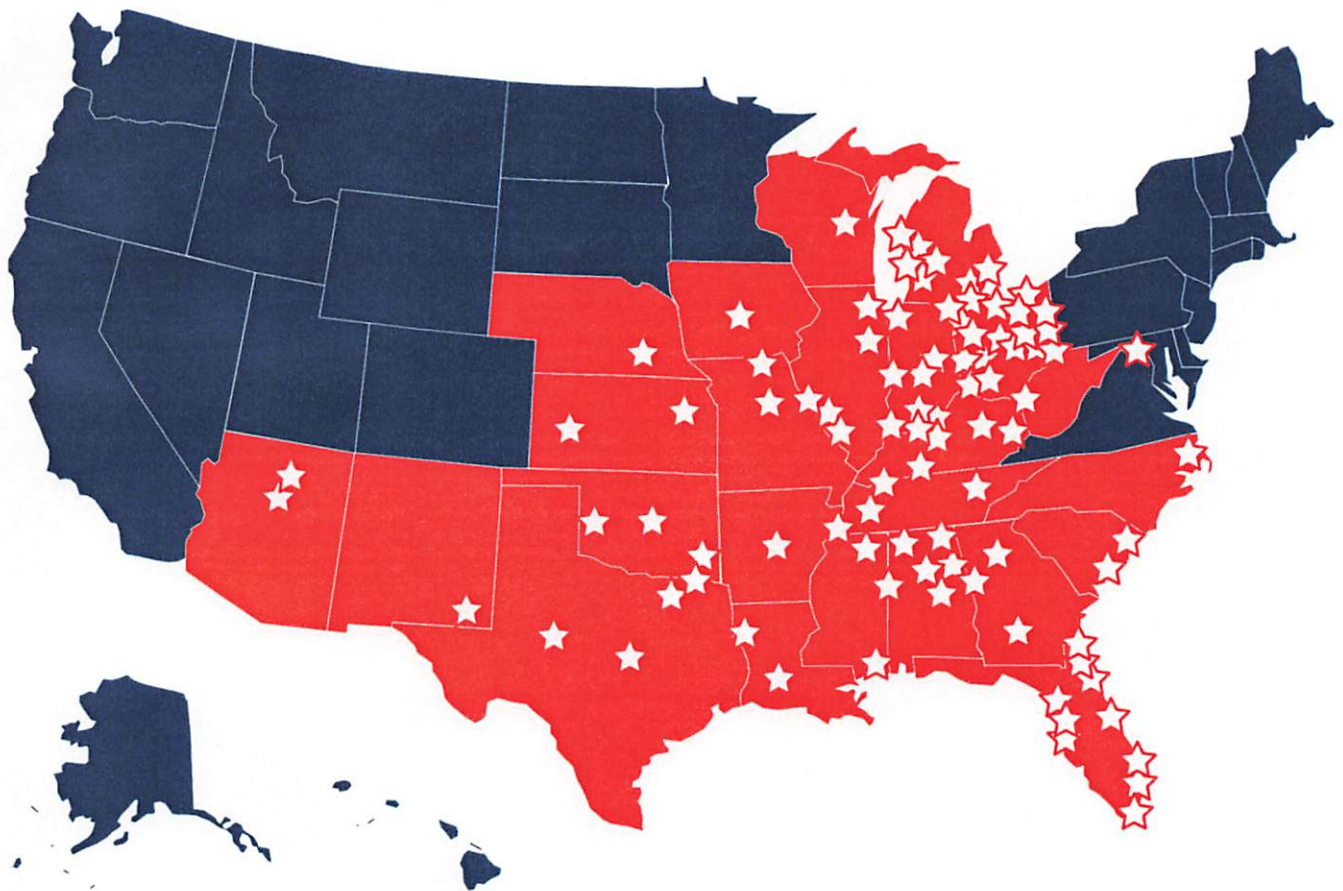


# Qualified Technicians



## Nationwide, Factory-Certified Local Service & Parts

MagneGrip's nationwide network of direct technicians and distributors are factory-trained and certified on the installation, service, sales, and maintenance of our exhaust removal and air purification systems. There is always someone local and knowledgeable to service your system close to your firehouse. MagneGrip is ISO 9001:2015 certified, proudly owned and operated in Cincinnati, OH, and manufactured and assembled in the USA.



Direct Service Technician Area



Local Distributor Technician Area

*\*List of local certified technicians available upon request.*



# Preventative Maintenance Program

## Service Program 2021

Our Service Programs are designed to provide cost-saving benefits and reliable operations of our Diesel Exhaust Removal Systems, assuring you of the following:



**Prolonged Equipment Life**



**Protection of Equipment From Damage Due to Neglect**



**Reduction of Equipment Down-time**



**Added Safety and Health of Your Personnel**

A complete preventive maintenance program will include, as needed:

- **Cleaning of the equipment**
- **Lubrication**
- **Checking, realigning and servicing of parts**

This procedure will be performed at each inspection and is designed specifically for your needs.

The system will also be adjusted for maximum operating efficiency.

## MagneGrip Diesel Exhaust Service & Maintenance Contract Service Performance Checklist



Inspect, clean and adjust MagneGrip nozzle for wear



Inspect and adjust pressure sensors



Inspect, clean and adjust the MagneGrip tailpipe adapters



Inspect and adjust control timer, relay and control switch



Inspect and adjust balancer



Inspect & clean rail &/or track



Check the flexible hoses and connections and adjust where needed



Inspect & adjust crab assembly



For Service, contact us anytime for prompt response:  
**[helpdesk@magnegrip.com](mailto:helpdesk@magnegrip.com)**

# System Warranty

**MagneGrip®**

## ★ Five Year Warranty

- Fan And Fan Motor
- Controller
- Cast Aluminum Elbows
- Nozzle Boot And Magnepak
- Spring Balancers
- Flex Hoses
- Pressure Sensors
- Suction Rail & Track Trolley Assemblies
- Other Miscellaneous Components

## ★ Lifetime Structural Warranty

- All Duct Material
- Track And Rail
- Telescoping Support Legs

## MagneGrip® Exhaust Ventilation Systems

MagneGrip is proud and confident in the quality of the MagneGrip Exhaust Removal System and warrants to the end user of the MagneGrip System to be free of manufacturing defects as described below. Warranty shall commence on the date that the installation is complete and the system is in operating condition.

Damage caused by misuse, lack of maintenance or accidental damage is not covered by this warranty. Service is available by calling MagneGrip at 1-800-875-5440 to locate nearest dealer to repair the product. Regular adjustments and maintenance are not part of this warranty and can also be obtained by calling this number.

MagneGrip at their discretion will repair or replace the item that is defective. Labor to repair the product is included in this warranty.

### MagneGrip

11449 Deerfield Road  
Cincinnati, Ohio 45242  
P: 513-489-4440  
Email: [info@magnetgrip.com](mailto:info@magnetgrip.com)  
Website: [www.magnetgrip.com](http://www.magnetgrip.com)



For Service, contact us anytime for prompt response:  
**[helpdesk@magnetgrip.com](mailto:helpdesk@magnetgrip.com)**



# References

---



## References

### **Pinellas Park, FL - 2021**

Chief Rob Angell  
727-214-7853

### **Jacksonville, FL - 2019/2021**

Chief Steve Riska  
904-256-8804

### **Pompano Beach, FL - 2019/2021**

Chief Michael Hohl  
954-547-7081

### **St John's Co, FL - 2015/2021**

Chief David Reams  
904-669-1333

### **St Petersburg, FL - 2016/2021**

Chief Neil Kummeren  
727-272-7681

### **Boynton Beach, FL - 2019/2020**

Deputy Chief Matt Perry  
561-742-6329

### **Jacksonville Beach, FL - 2020**

Chief Steve Riska  
904-256-8804

### **Citrus Co, FL - 2020**

Chief Greg Ellis  
352-527-5406

### **Islamorada Village of Islands, FL - 2020**

Chief Jason Lyman  
305-664-6490

### **Miami Beach, FL - 2020**

Chief Fernandez  
305-673-7120

### **Nassau Co, FL - 2020**

Chief Brady Rigdon  
904-530-6600

### **Volusia Co, FL - 2020**

Chief Howard Bailey  
386-736-5940

### **Palm Bay, FL - 2018/2020**

Chief Leslie Hoog  
321-409-6366

### **Plant City, FL - 2018**

Chief David Burnett  
813-757-9131





## **CITRUS COUNTY FIRE RESCUE**

### **Administration Office**

3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461

Phone: 352-527-5406 | Fax: 352-527-5404

Email: [FireInfo@CitrusCountyFire.com](mailto:FireInfo@CitrusCountyFire.com) | Website: [www.CitrusCountyFire.com](http://www.CitrusCountyFire.com)

---

To Whom It May Concern,

Citrus County Fire Rescue was recently awarded the AFG Grant to install diesel exhaust removal systems in all 11 of our fire station (10 career and 1 volunteer). Upon receiving the grant award, Citrus County Fire Rescue began the process of vendor selection, and rapidly determined that Clean Air Concepts would be best suited to meet our needs.

Throughout the bid process and installation process, we had the pleasure of working with Mike Johnson, VP of Sales for Clean Air Concepts. Mr. Johnson effortlessly walked our department through the process of installing the MagneGrip systems in our fire stations. Mr. Johnson, and the rest of the team at Clean Air Concepts, went above and beyond to make sure the terms of the AFG Grant were met, along with the needs of our department.

Since the completion of the project in September of 2020, we have been extremely satisfied with the final product that Clean Air Concepts provided to our agency, along with their continued service and support. If you would like to speak with me directly about this referral, please feel free to contact me at the number listed below.

Regards,

**Greg Ellis**

**Chief of Training and Logistics | Citrus County Fire Rescue**

Website: [www.citruscountyfire.com](http://www.citruscountyfire.com)

Phone: 352.527.7622 | Cell: 352.422.0768

Email: [Greg.Ellis@citruscountyfire.com](mailto:Greg.Ellis@citruscountyfire.com)

3600 W Sovereign Path | Suite 141 | Lecanto, FL 34461

**"Dedicated to Exceptional Service through Prevention, Response, and Education"**



To whom it may concern,

I am writing this recommendation to verify the quality of work that Clean Air Concepts/ Magnegrip provided to JFRD. I was the department representee for this project. Clean Air Concepts initially installed 57 systems to our department, and we have plans for all future station builds for this to be the system we use. Our department is spread out over 800 square miles and to say that logistically alone that this was a huge undertaking is an understatement. They provided quality work in a very reasonable timeframe. Furthermore, they have provided timely service whenever issues have arisen. The equipment is reliable and seems to be of quality construction. I have no issue recommending them to any department.

Please feel free to reach out to me with any concerns.

Respectfully,

Captain. Gene Klingbeil

*Jacksonville Fire Rescue Department*

*515 North Julia Street*

*Jacksonville ,Florida 32202*

[genek@coj.net](mailto:genek@coj.net)

cell (904)568-6028







# Project Costs & Layouts

---



**DATE:** December 22, 2021

**PROPOSAL FOR:** South Daytona Fire Department  
1672 South Ridgewood Avenue  
South Daytona, Florida 32119

**ATTENTION:** Chief David Giles

**PROJECT SCOPE:** Provide and Install a fully automatic MagneGrip® Diesel Exhaust Extraction System for removal of apparatus exhaust emissions from start up to door threshold.

## **EQUIPMENT, MATERIAL AND LABOR PRICE:**

### **Station #1:**

Three (3) Drops MagneGrip® Source Capture System

**Note:** Bay numbers shown below are as depicted on enclosed drawing.

Package Includes:

- **Bay 1:**
  - (1) SSRM-361 36' Straight Suction Rail MagneGrip® with one Hose Drop
- **Bay 2:**
  - (1) SSRM-361 36' Straight Suction Rail MagneGrip® with one Hose Drop
- **Bay 3:**
  - (1) SSRM-361 36' Straight Suction Rail MagneGrip® with one Hose Drop
- (1) CF363-3 MagneGrip® Exhaust Fan 3HP-3PH rated at 2100 CFM at 6" SP
- (1) 500177-08 Wireless Auto-Start Control Panel 3HP/208-230V/3PH
- (1) 500157-10 10" Up-blast Back Draft Damper Type Rain Cap
- Each Hose Assembly includes a 5" diameter high-temp upper hose section, an 850-degree extreme high-temp 2' lower hose section with handle, a nozzle that attaches to the tailpipe adaptor to contain 100% of exhaust emissions while providing ambient air to reduce exhaust temperatures, a tailpipe adaptor assembly that provides easy connection and cool air induction.
- UL/CUL Wireless Auto-Start Control Panel with NEMA 4X enclosure to provide auto start/stop operation with adjustable timer, manual override switch, and wireless capability.
- Electrical wiring from available supply to control panel and exhaust fan, a safety disconnect for fan motor. Subpanels are excluded, if required, and any modifications required to bring service to code are excluded.
- Each Hose Assembly is provided with a transmitter and pressure sensor for automatic system.
- Tailpipe Modifications as required but, limited to vehicle tailpipes from the muffler out. Rusted or Damaged Tailpipes are the responsibility of the Fire Department.
- Class 2 Spiral Duct, Fittings, and Hangers
- Adjustable Telescopic Support Legs to hang rail or track systems
- Shipping to Job Site





- Labor & Material to Install Systems
- Wall Penetration for Fan Discharge
- Start up and Training
- Equipment is 100% American Made by an ISO9001-2015 Company
- Women's Business Enterprise (WBE) Certified
- Women's Owned Small Business (WOSB) Certified

**PRICE.....\$43,996.00**

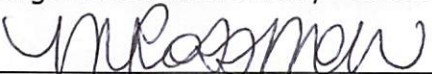
## **TERMS:**

- One MagneGrip® Tailpipe Adapter and installation is included with each MagneGrip® hose drop assembly. All vehicles that require tailpipe adapters must be made available to MagneGrip technicians at the time of system installation.
- Unless otherwise noted in this proposal, pricing includes wall penetration for exhaust duct.
- Pricing does not include any state, sales, or special taxes-if required.
- Upon approval, please submit a signed copy of this proposal and a tax exemption certificate.
- Net Due upon completion of project.

## **SUBMITTED BY:**

**MagneGrip**

Margaret Rossman-Roach, President



Date: 12/22/21

(South Daytona, FL FD Proposal dated 12-22-2021)

## **ACCEPTED BY:**

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

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

Print: \_\_\_\_\_ Title: \_\_\_\_\_

PO#, If Required: \_\_\_\_\_ Date: \_\_\_\_\_



PROJECT  
SYSTEMS: STRAIGHT SUCTION RAIL  
ISO 9001:2015 CERTIFIED  
UNITS: INCHES

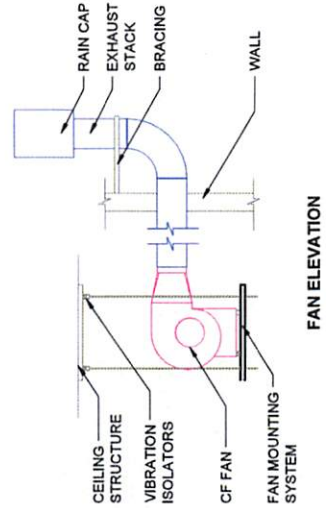
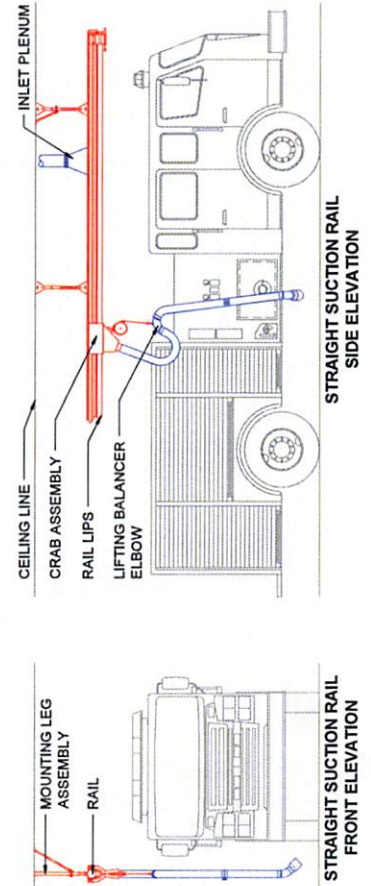
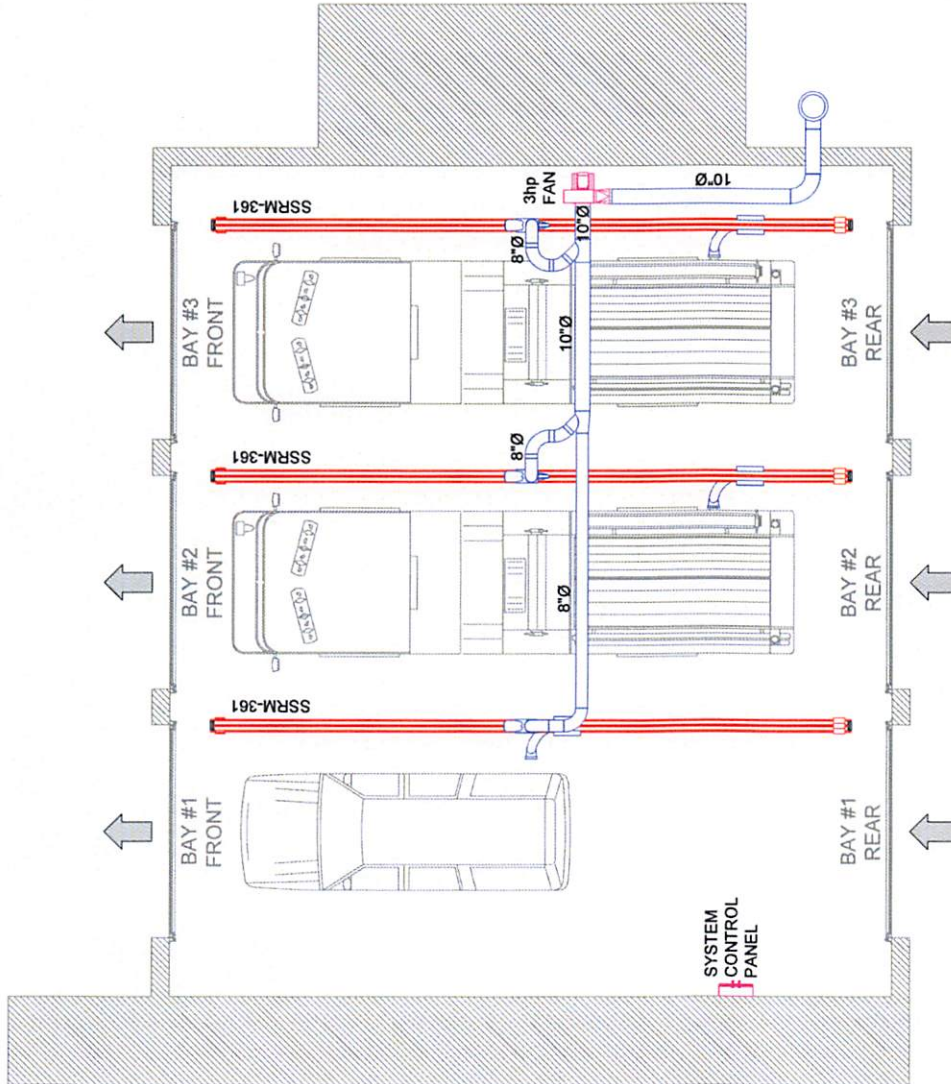
GENERAL CONSTRUCTION NOTES:

- FOR THE PURPOSE OF CLARITY AND LEGIBILITY DRAWINGS ARE DIAGRAMATIC AND DESIGN INTENT SHALL BE MAINTAINED. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BY FIELD MEASUREMENT BEFORE BEGINNING ANY FABRICATION OR CONSTRUCTION.
- ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES IN ACCORDANCE WITH 2017 ICC (IBC, IMC).
- ALL NEW MATERIALS, METHODS, AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE BUILDING STANDARDS AS APPROVED.
- CONTRACTOR SHALL INSTALL ALL EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION.
- CONTRACTOR SHALL COORDINATE EXACT LOCATION OF EXHAUST FANS, DUCTWORK, AND EXHAUST DROPS WITH EXISTING IN-PLACE CITY FIRE DEPARTMENT'S EQUIPMENT, LIGHTING, AND ALL EXISTING CONDITIONS.
- ALL EXHAUST DUCTWORK SHALL BE SPPAL TEAM GALVANIZED STEEL, FABRICATED AND INSTALLED IN ACCORDANCE WITH CHAPTER 8 0805 MC AND SMCA STANDARD MANUAL.
- SHEETMETAL DUCT DIMENSIONS SHOWN ARE AIRWAY DIMENSIONS.
- BALANCE EXHAUST SYSTEM AND EACH EXHAUST DROP MEET AIR QUANTITIES AS REQUIRED.
- CONTRACTOR SHALL COORDINATE WITH CITY FIRE DEPARTMENT PRIOR TO ANY PENETRATION OR ROOF CUTTING.

**MagneGrip**  
Vehicle Exhaust Venting Systems  
11449 Deerfield Road  
Cincinnati, OH 45242  
www.MagneGrip.com  
1.800.875.5440

THIS DRAWING (A VEHICLE EXHAUST SYSTEM) DESIGN IS THE SOLE PROPERTY OF MAGNEGRIP. IT IS NOT TO BE USED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE COMPANY.

FAN SCHEDULE									
FAN TYPE	EM	AIRFLOW (CFM)	RPM	STATIC PRESSURE (IN - WC)	VOLTS / PHASE	HP	BREAKER	WIRE	
MAGNEGRIP	CF360-3	2100	3450	6.8P	3ph	3	30 AMP	#10THHN	
VEHICLE EXHAUST SYSTEM									
DESCRIPTION	PART #	QTY	REMARKS						
CONTROL PANEL	500177-08	1							
RAIN CAP	500157-10	1							
SUCTION RAIL	361	3	1 HOSE DROP EACH						
TOTAL # OF HOSE DROPS:		3	CFM PER HOSE DROP:		600 CFM				
REMARKS:									
A. ITEMS HAS BEEN SPECIFIED FOR QUALITY AND PERFORMANCE ANY APPROVED SUBSTITUTION IS AT THE RISK OF THE OWNER.									
B. PROVIDE TRACK OR RAIL SYSTEM, TRANSITION ELBOW, HIGH TEMPERATURE HOSE, HOSE CLAMPS, NOZZLES, TAILPIPE CONNECTORS, FRESH AIR INTAKE, AND OTHER ITEMS REQUIRED FOR A COMPLETE INSTALLATION.									
C. PROVIDE WIRELESS CONTROL, PANEL ACTIVATION, PRESSURE SENSORS WIRELESS TRANSMITTERS, AND ADDITIONAL COMPONENTS IF REQUIRED FOR AUTOMATIC FAN CONTROL DESIGNERS, MAGNEGRIP.									
D. VEHICLE EXHAUST SYSTEM DESIGN AND DRAWING IS THE SOLE PROPERTY OF THE DESIGNERS, MAGNEGRIP.									
E. DETAILS MAY NOT REPRESENT THE SAME KIND OF VEHICLE IN PLAN VIEW.									
F. DETAILS ARE MEANT TO ILLUSTRATE "TYPICAL" ELEVATION VIEWS.									



South Daytona Fire Station  
1672 South Ridgewood Ave  
South Daytona, FL  
DIESEL EXHAUST SYSTEM  
DIESEL EXHAUST SYSTEM - FLOOR PLAN

PROJECT: SOUTH DAYTONA FIRE STATION  
DATE: 12/20/21  
SHEET NO.: 12/20/21

FLOOR PLAN - DIESEL EXHAUST SYSTEM  
SCALE: NOT NECESSARY TO ANY SCALE  
FOR ILLUSTRATION PURPOSES ONLY  
Made in USA



# Submittal Specifications

---



## Straight Suction Rail (SSR)



Suction rails are especially advantageous in stations where vehicles drive through a building or when vehicles are parked in tandem one behind another. The suction rail transports air for removal from the building, the rail can accommodate up to four emergency vehicles parked in tandem. because the system uses a rail transport air the amount of flex hose is minimized providing a neat, clean installation in drive through bays. the SSR can be used with MagneGrip system or pneumatic HazVent system

A trolley with external wheels which roll on the outside of the rail mount and travel back and forth with the vehicle the hose connects to an inlet plenum at the base of the trolley and rubber lips sealed the rail to prevent escaping of gases when the vehicle exits the station at the nozzle automatically disconnects at the threshold



Architect:

Project Name:

Contractor:

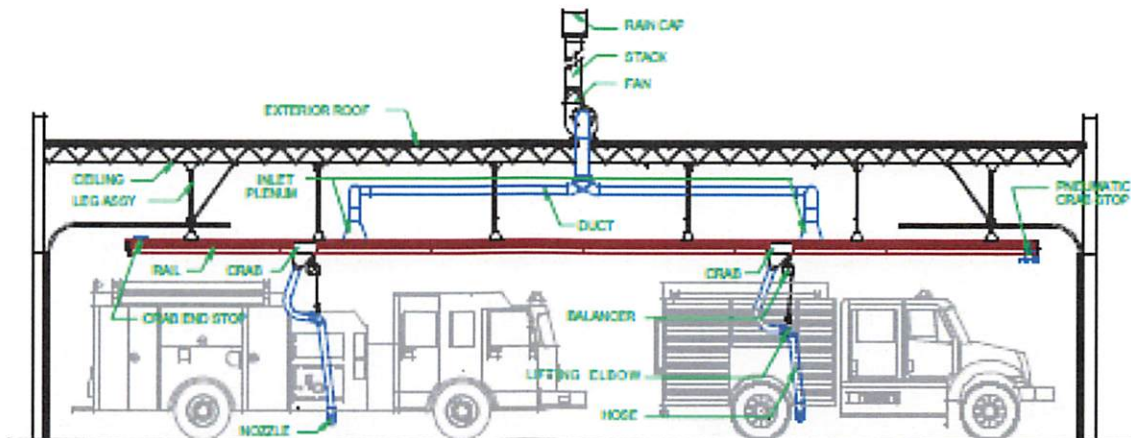
Date:

Council Agenda Item 9, Page 48 of 82

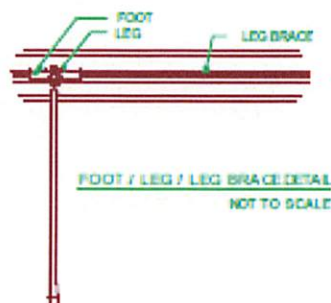
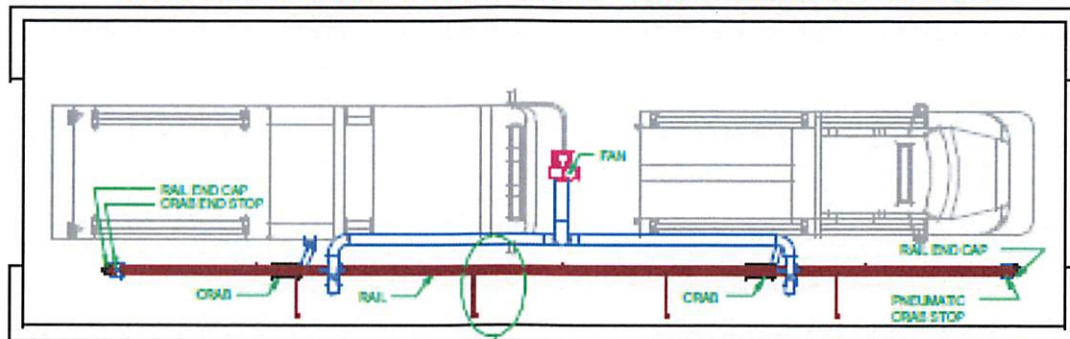
## Straight Suction Rail Profile

### SSRM 602 TYPICAL DRAWING LAYOUT

SUBMITTAL DRAWING TYPICAL LAYOUT  
(DRIVE THROUGH) SSR-602 TWO VEHICLES



### SUBMITTAL DRAWING TYPICAL LAYOUT SSR-602 TEVHICLE - PLAN VIEW



Architect:

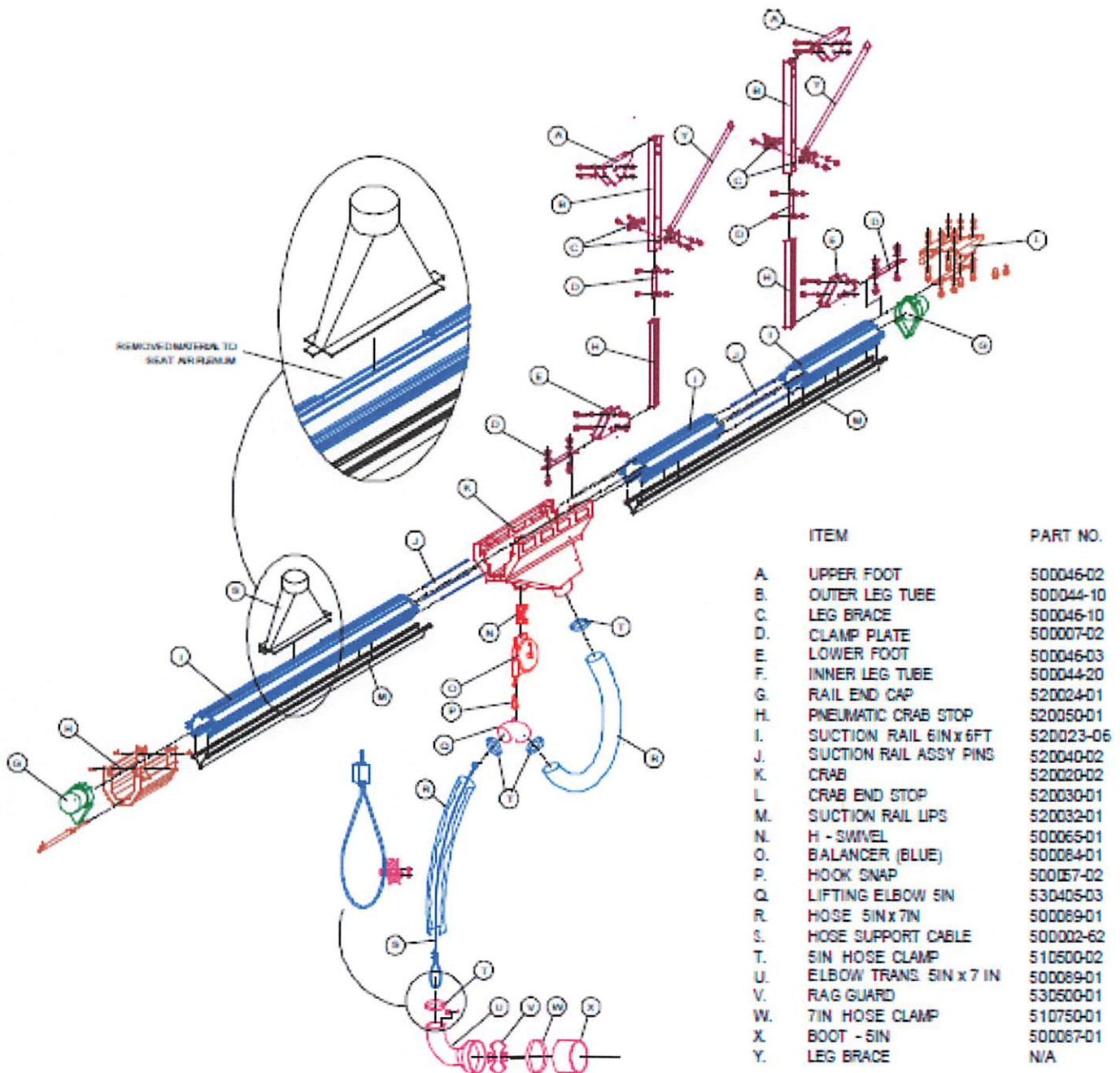
Project Name:

Contractor:

Date:



## Straight Suction Rail Assembly Breakdown



Architect:

Project Name:

Contractor:

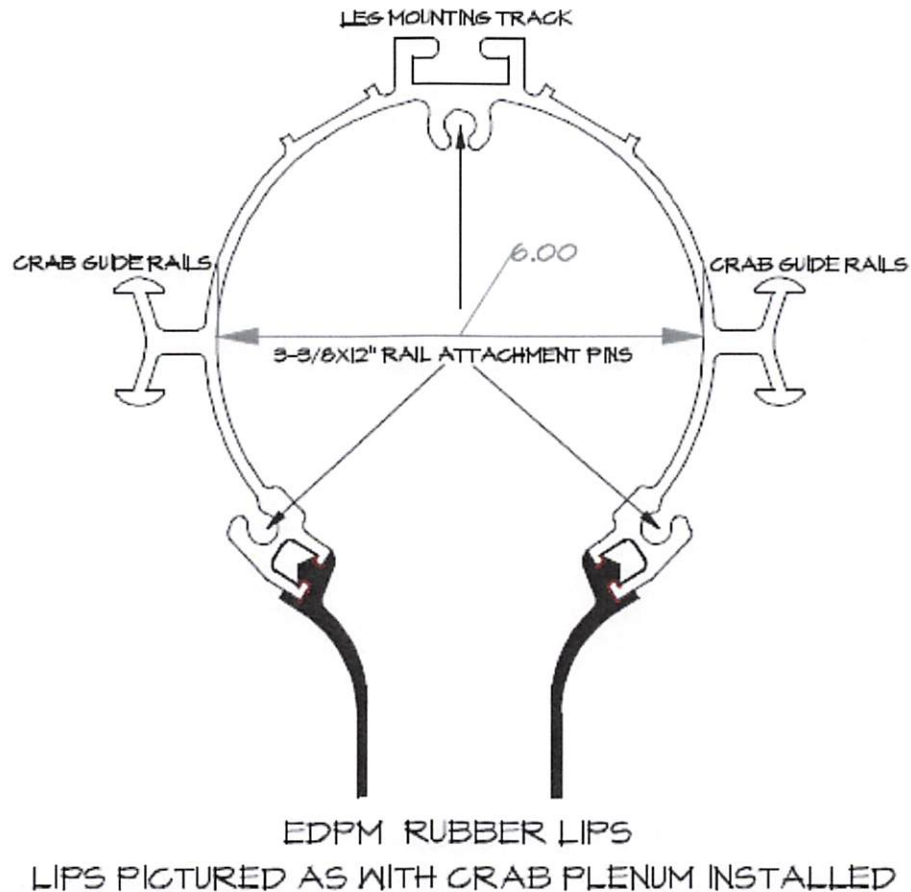
Date:



## Straight Suction Rail Technical Information

EXPLODED VIEW

MADE IN THE USA



- ★ Made from 6063-T5 Aluminum with a mill finish and delivered in 6-foot lengths
- ★ Weight per foot 6.3lbs for 37.8 lbs per 6' section
- ★ Wall thickness .150, rail is manufactured as a an extrusion and is designed to serve as a ventilation tube
- ★ Guide rails are designed to support crab assembly as it slides along its length
- ★ Suction rail incorporates a set of EDPM lips that tightly seals the rail to the crab assembly roller cone while the system is in use allowing for effective removal of all exhaust fumes from the tailpipe as the crab moves along the rail until automatic release



Architect:

Project Name:

Contractor:

Date:

## Straight Suction Rail EDPM Lips



- ★ Made from EDPM rubber with a durometer of 70
- ★ Designed to be installed into the Stright Suction Rails to seal them while allowing the crab assembly to move and well suited to handle exhaust temperatures
- ★ Excellent resistance to UV and weathering
- ★ Designed with friction reduction groves to lower the crabs rolling resistance during operation
- ★ Manufactured in standard lengths of 62'



Architect:

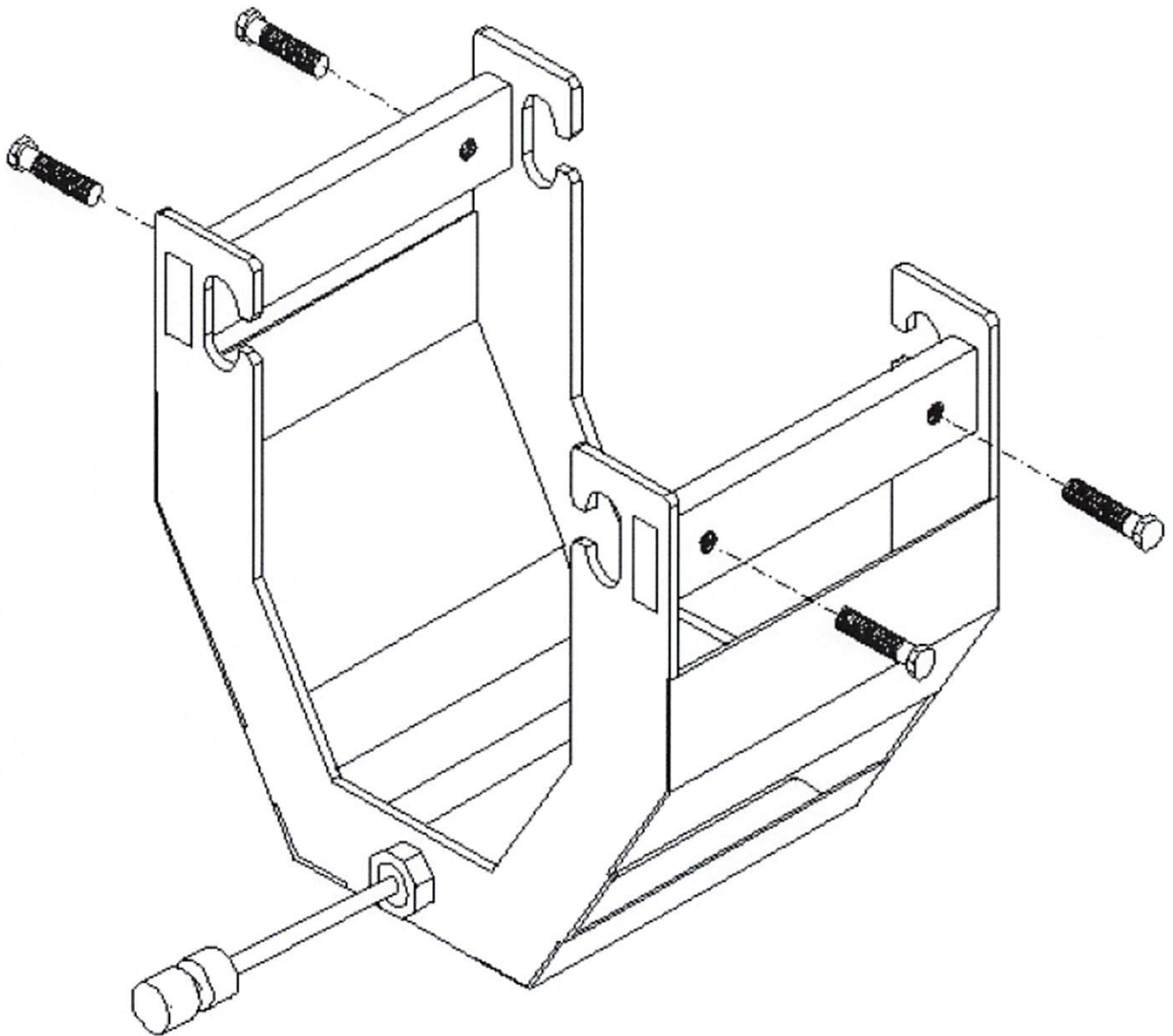
Project Name:

Contractor:

Date:



## Straight Suction Rail Adjustable Shock Absorber End-stop Assembly



Architect:

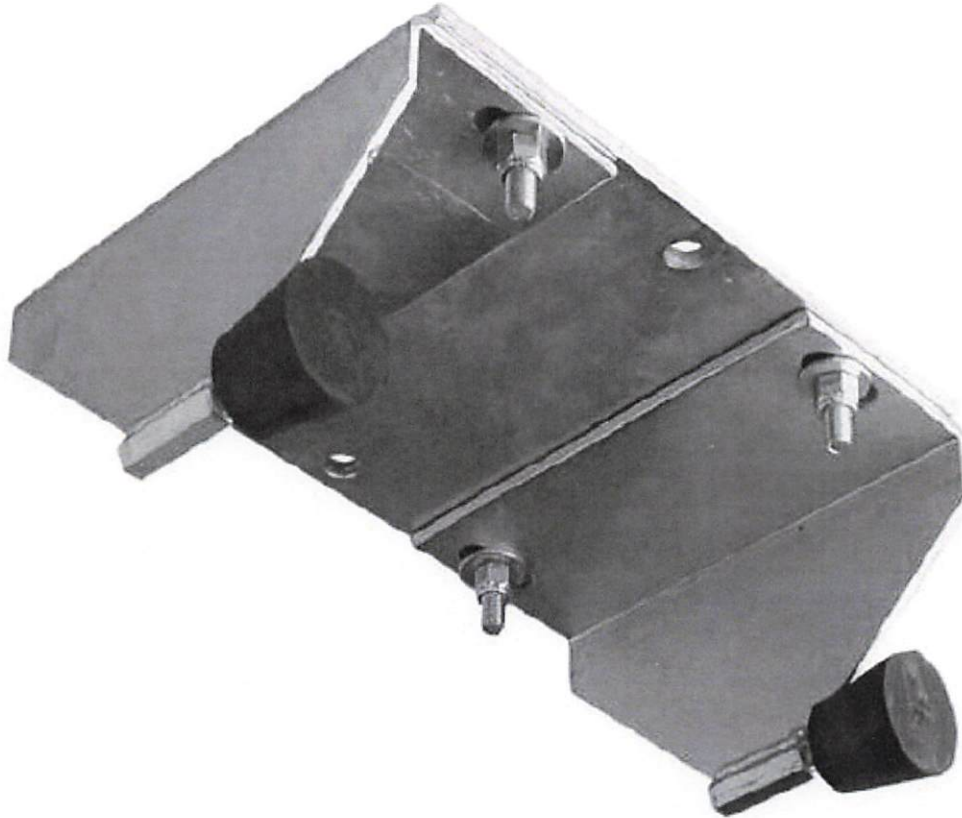
Project Name:

Contractor:

Date:

Council Agenda Item 9, Page 53 of 82

## Straight Suction Rail Adjustable Rear Endstop Assembly



- ★ Designed to fit both the 6-inch and 9-inch Suction Rails
- ★ Mounts directly to the center top slot using standard clamp plate and hardware
- ★ Made from power coated cold rolled steel
- ★ Incorporates conical cone rubber bumpers to cushion the stop of the crab assembly



Architect:

Project Name:

Contractor:

Date:



## MagneGrip Lifting Elbow

Available in 4 and 5 inch diameters



- ★ 90 Degree Lifting elbow ensures that the hose is lifted and kept out of the way while allowing for unrestricted airflow while eliminating the hose collapse associated with using a molded rubber saddle
- ★ Lifting eye with 37.5 deg offset allows for proper alignment of hose to nozzle assembly
- ★ Made from 16 ga cold rolled steel and powder coated for long life and durability



Architect:

Project Name:

Contractor:

Date:

## Stainless Steel Double “H” Swivel



- ★ Forged 316 Stainless Steel
- ★ 2-5/8 inches long by 1/4 inch diameter, threaded ends with lock nuts
- ★ Rated for 600lbs
- ★ Attaches balancer to trolley or plenum
- ★ Allows balancer to align and adjust to vehicle location during movement in the bay



Architect:

Project Name:

Contractor:

Date:



## Balancer



- ★ Hose Balancer is non-locking with adjustable lifting capacity of no less than 31 lbs.
- ★ Balancer cable shall incorporate a .080 diameter coated steel cable
- ★ Safety cable assembly included
- ★ Housing shall incorporate a high impact designed and finished in powder coated blue color



Architect:

Project Name:

Contractor:

Date:



## MagneGrip 400°+ Double ply Acrylic Coated Exhaust Hose



- ★ Hose shall be high-temperature, double-ply, acrylic-coated, blue polyester fabric construction with a continuous operating range of up to 400 degrees (F) with an intermittent temperature of 550 degrees (F)
- ★ Listed as UL 94V-0 flame retardant
- ★ Hose shall incorporate a 3/4" bound spring steel wire helix, a wear strip white in color and 9/16" wide shall cover the wire helix
- ★ Hose shall be blue and white for increased visibility and safety
- ★ Hose is available in standard sizes of 4 and 5" diameter in lengths of 13, 21 and 38'
- ★ Other sizes available on request



Architect:

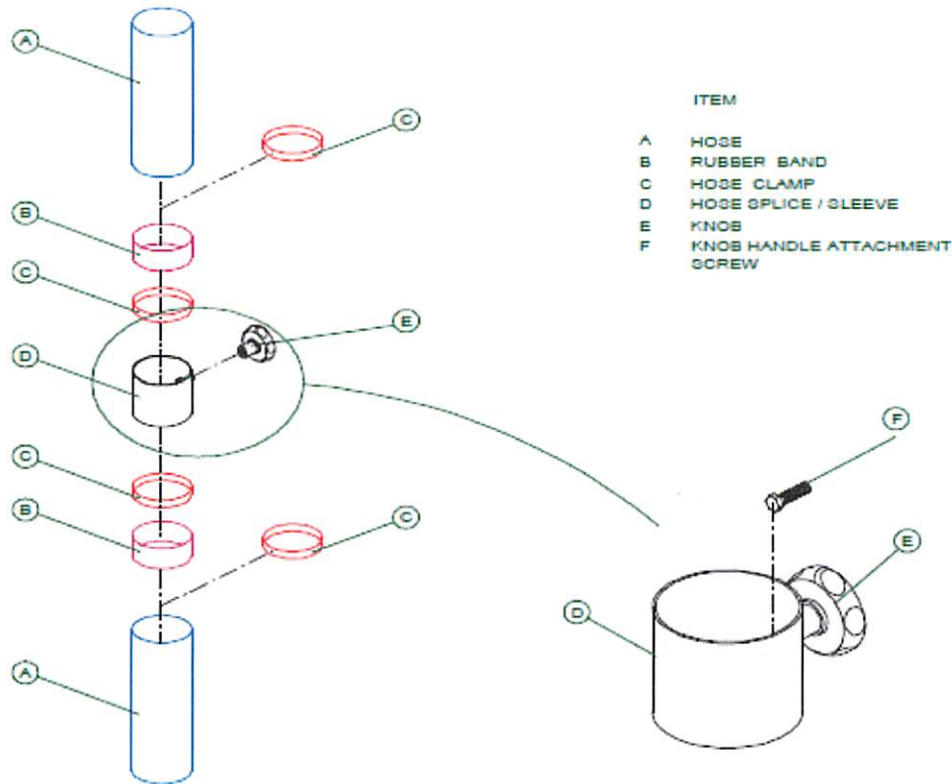
Project Name:

Contractor:

Date:



## MagneGrip Hose Lifting Handle Assembly



- ★ Manufactured from painted rolled galvanized steel and designed to assist in handling the hose for easy attachment to the Tail Pipe Adaptor
- ★ 4 inch and 5 inch diameter sizes are available



Architect:

Project Name:

Contractor:

Date:



## MagneGrip 850° Lower Exhaust Hose



- ★ Multi-Layer material with spring steel wire helix and multiple layer reinforced construction
- ★ 2 feet long and available 4 inch and 5 inch diameter
- ★ Lower Hose is designed to operate at temperatures up to 850 degrees (F) without failure
- ★ Hose shall be blue in color and UL 94V-0 Flame retardant
- ★ Shall have smooth interior wall for unrestricted airflow



Architect:

Project Name:

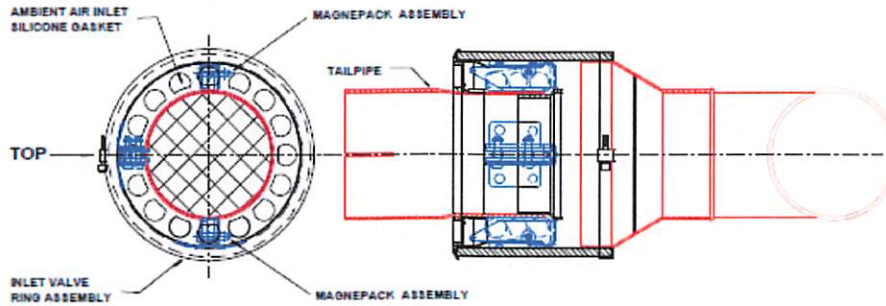
Contractor:

Date:

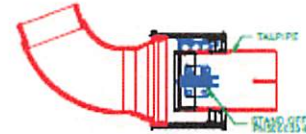
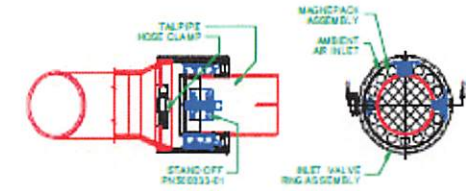
Council Agenda Item 9, Page 60 of 82



## MagneGrip Nozzle Assembly

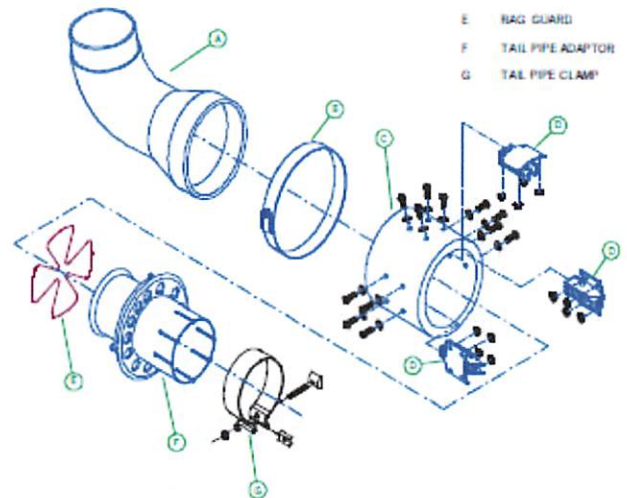


- ★ Boot assembly is offered in three sizes to fit all tailpipes from 1" up to 7" diameter
- ★ Tailpipe Adaptor made from aluminized 12 gage steel incorporates ambient air inlet with a one-way silicone gasket to allow for cooler air to enter the airstream yet prevent any possible backwash into the bays
- ★ SS Heavy Duty clamp with 5/16inch drive for mounting boot to elbow transition
- ★ Elbow Transition is 319 cast aluminum and includes a removable debris screen



### PARTS LIST

- |   |                   |
|---|-------------------|
| A | ELBOW TRANSITION  |
| B | BOOT CLAMP        |
| C | BOOT              |
| D | MAGNE PAK         |
| E | RAG GUARD         |
| F | TAIL PIPE ADAPTOR |
| G | TAIL PIPE CLAMP   |



Architect:

Project Name:

Contractor:

Date:

## MagneGrip Cast Aluminum Elbow Transition



- ★ The 62-degree curved design incorporating a 7" inlet opening with a 1" mounting flange and locating pin for accurate alignment of the boot assembly
- ★ Aluminum alloy 319 cast elbow shall be offered in hose sizes of 4, 5 and 6 inch.
- ★ Includes low static pressure rag screen manufactured from spring steel with a black oxide finish
- ★ Aluminum elbow transition designed to reduce hot surfaces from exhaust temperatures 40-50% cooler than traditional smooth finished steel elbows



Architect:

Project Name:

Contractor:

Date:

Council Agenda Item 9, Page 62 of 82



## MagneGrip Auto-Start Exhaust Pressure Sensor



- ★ MPL 500 series pressure sensor, contacts are designed for dry circuit applications
- ★ Terminals for NEMA .020 x .187 male tabs and mate to standard .020 x .187 female quick connects and 18-22ga wire
- ★ Pressure Sensor Specifications, body is glass filled polyester, the diaphragm is made from polyurethane with an operating temperature of -40 to 250 degrees and operating pressure of .05in SP H2O
- ★ Mechanical life range above 100,000,000 cycles



Architect:

Project Name:

Contractor:

Date:



## MagneGrip Galvanized Spiral Pipe and Fittings



- ★ Requirements for industrial ventilation class #2 (B) gaseous emission control is the category that will generally apply to MagneGrip vehicle exhaust systems
- ★ Spiral pipe, Elbows, fittings, etc. 3" though 8" diameter 24ga
- ★ Spiral pipe, Elbows, fittings, etc. 8.5" though 12" diameter 22ga
- ★ Spiral pipe, Elbows, fittings, etc. over 12.5" diameter 20ga



Architect:

Project Name:

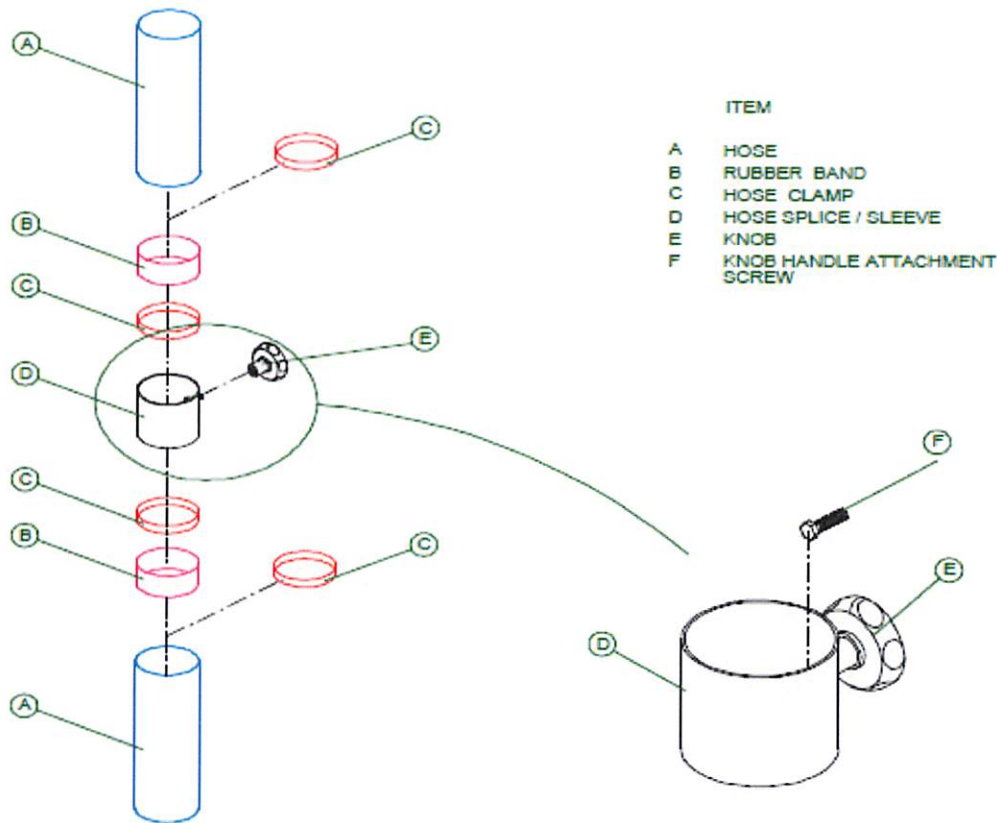
Contractor:

Date:

Council Agenda Item 9, Page 64 of 82



## MagneGrip Hose Lifting Handle Assembly



Manufactured from rolled galvanized steel and designed to assist in lifting Hose Assembly for easy attachment to tailpipe, includes 2 hose clamps and 2-5" rubber bands to protect vehicles



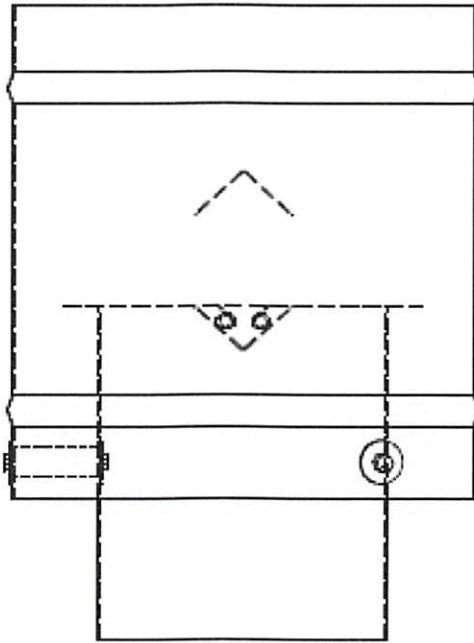
Architect:

Project Name:

Contractor:

Date:

## MagneGrip Upblast Backdraft Damper Raincap



- ★ Standard design, 20ga galvanized steel construction, upblast back draft damper has butterfly damper located inside outer shell for air and water tightness
- ★ Designed for static free upblast of exhaust gases while including ambient air to help eject exhaust an additional 10-15 feet up and into the prevailing airstream
- ★ Available in 6" to 18" sizes as standard
- ★ Also available in Stainless Steel or custom sizes as required



Architect:

Project Name:

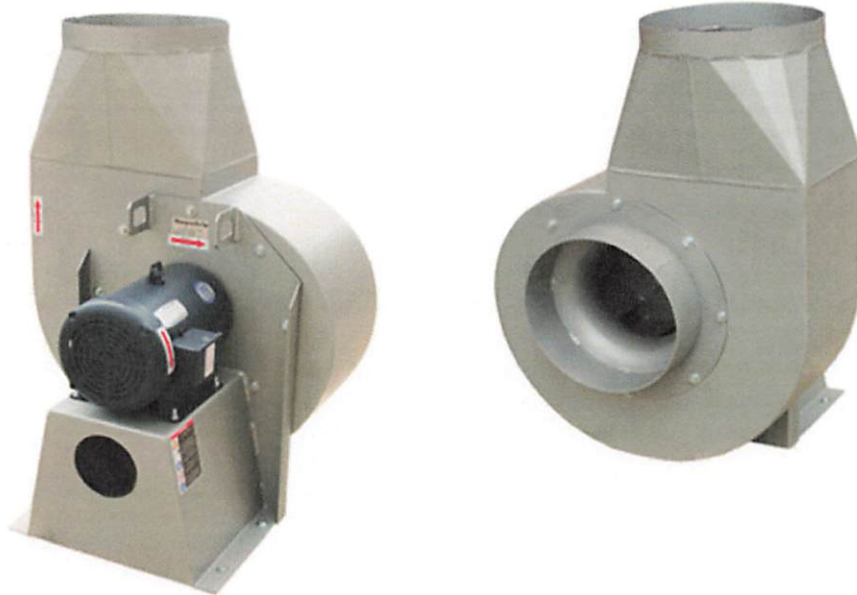
Contractor:

Date:





## CF Series Fan



MagneGrip Fans are extremely heavy duty and are of welded construction. They are individually bench balanced for precision. By contrast competing fans are not of welded construction but screwed together and not as powerful as the MagneGrip Fan. MagneGrip Fans deliver more CFM, better performance, and less noise.



Architect:

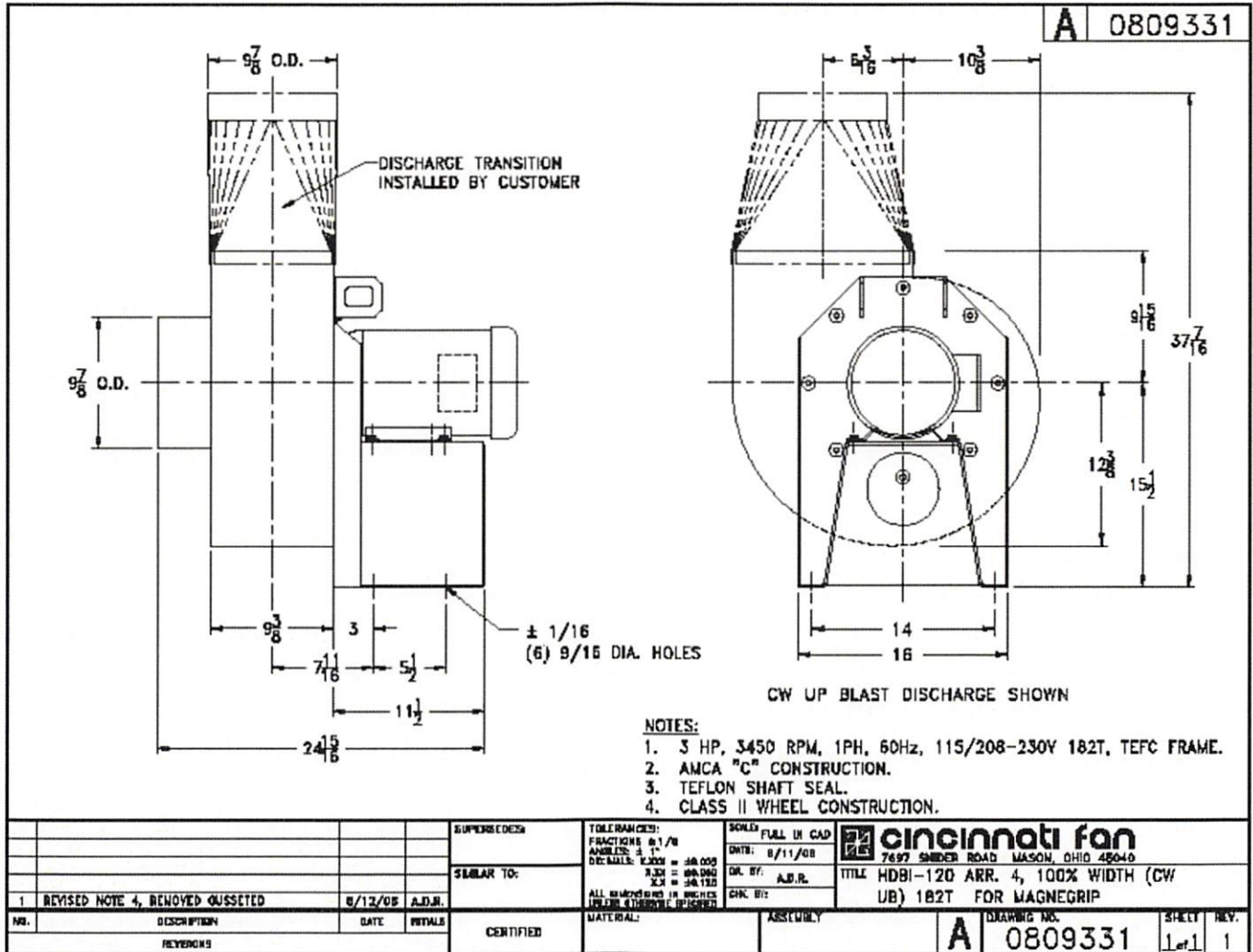
Project Name:

Contractor:

Date:



## CF SERIES 3-HP FAN DETAIL



Architect:

Project Name:

Contractor:

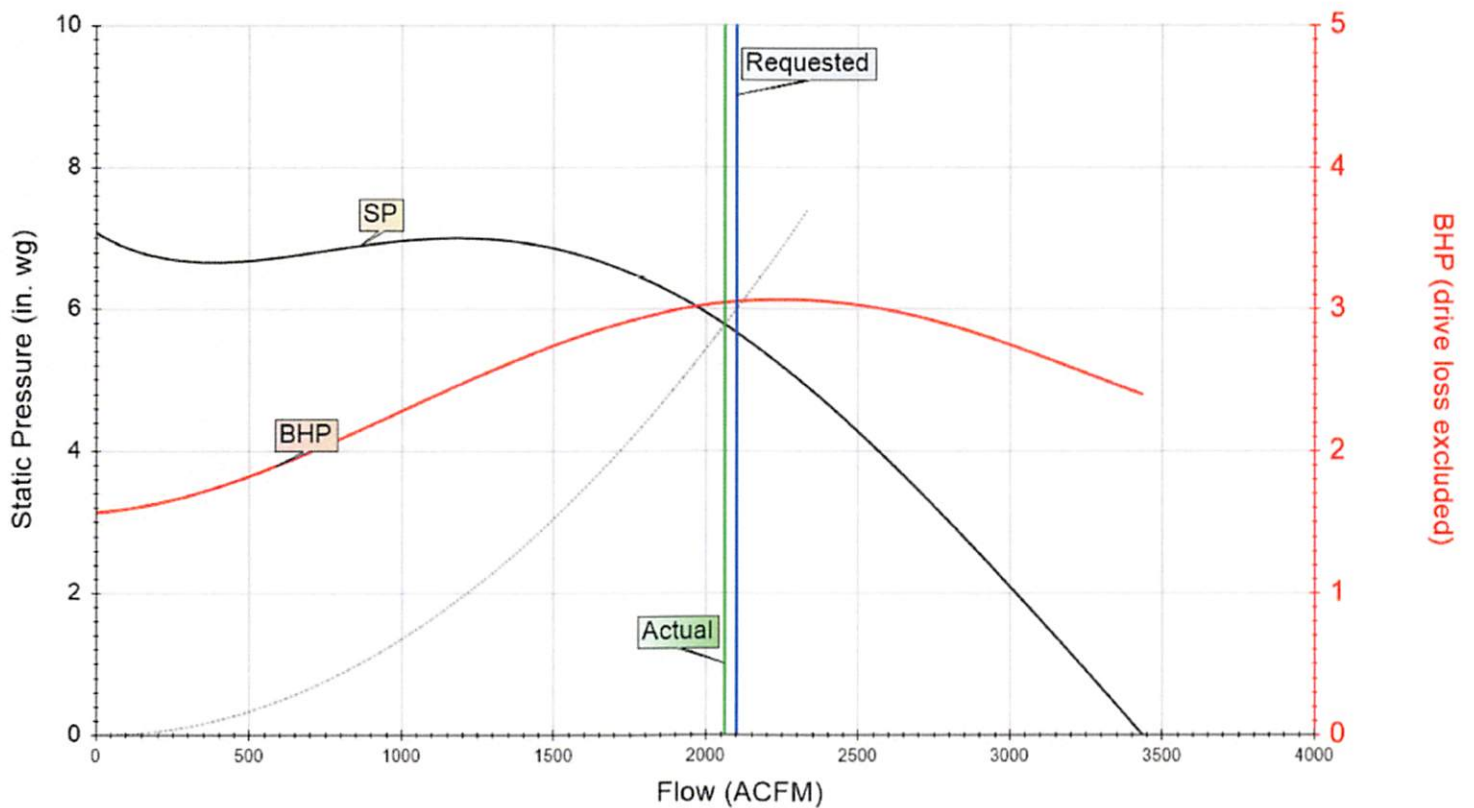
Date:





## CF Series 3-HP Fan Curve

Cincinnati Fan HDBI-120 HD Backward Inclined Wheel (Full Width) @ 3,450 RPM  
Rating Point: 2,100 ACFM @ 6.0 in. wg SP, 0.075 lb./ft.<sup>3</sup> Density, 3.05 BHP



Architect:

Project Name:

Contractor:

Date:



## Fan Motor Specs & Inverse Breaker Circuit Schedule

### Baldor Motor - Single Phase

<u>HP</u>	<u>PHASE</u>	<u>VOLTS</u>	<u>FLA</u>	<u>STARTING AMPS</u>	<u>INVERSE BREAKER CIRCUIT</u>
2	1	230	11.5	78	30 AMP CIRCUIT w/#10THHN
3	1	230	14.5	86	40 AMP CIRCUIT w/#8THHN
5	1	230	19.5	128	40 AMP CIRCUIT w/#8THHN
7.5	1	230	33.0	220	60 AMP CIRUCIT w/#6THHN
10	1	230	40.0	284	70 AMP CIRCUIT w/#4THHN

### Baldor Motor - Three Phase

<u>HP</u>	<u>PHASE</u>	<u>VOLTS</u>	<u>FLA</u>	<u>STARTING AMPS</u>	<u>INVERSE BREAKER CIRCUIT</u>
2	3	208-230	5.6	48.6	30 AMP CIRCUIT w/#10THHN
3	3	208-230	8.0	75.6	30 AMP CIRCUIT w/#10THHN
5	3	208-230	12.6	108	30 AMP CIRCUIT w/#8THHN
7.5	3	208-230	18.5	198	50 AMP CIRUCIT w/#6THHN
10	3	208-230	25.0	180	60 AMP CIRCUIT w/#6THHN



Architect:

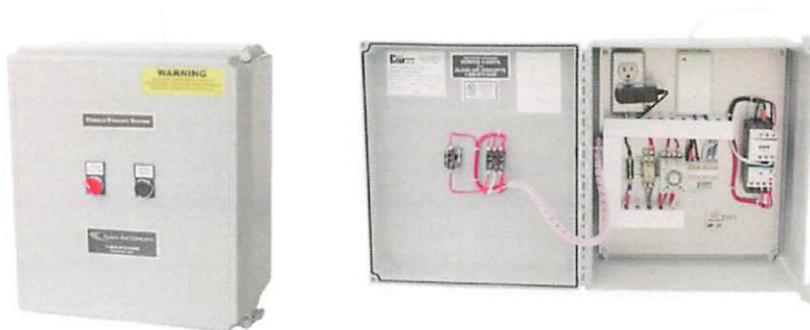
Project Name:

Contractor:

Date:



## AUTO-START VEHICLE EXHAUST SYSTEM CONTROL PANEL



### **OPERATING LOGIC:**

The control panel shall be capable of multi-functional taps to allow the use of wireless remote sensors, ignition start sensors, pressure sensors, CO/NO sensors, or any other wireless starting sensor device shall be capable of activating the exhaust system. Control panel shall incorporate temperature override ability to ensure continued fan operation if duct temperature exceeds 130 degrees. At no time shall the panel allow for short cycling of system during the time that a vehicle shall be connected and operating on the ventilation system. All starting devices must signal to the fan by energizing the fan automatically and instantaneously and operate such fan for a minimum of three minutes or longer before de-energizing the fan operation.

- ★ Control Panel shall be **UL** or **ETL** certified as a complete assembly & labeled as such.
- ★ Shall have Warning High Voltage Label on Panel.
- ★ Housing shall be NEMA 4X Rated.
- ★ Shall be enclosed in Fiberglass Enclosure.
- ★ Key Lock shall be Included.
- ★ Stop Button shall be Included.
- ★ Manual Run Button (extended operations) shall be Included.
- ★ Run Button shall be Illuminated.



Architect:

Project Name:

Contractor:

Date:

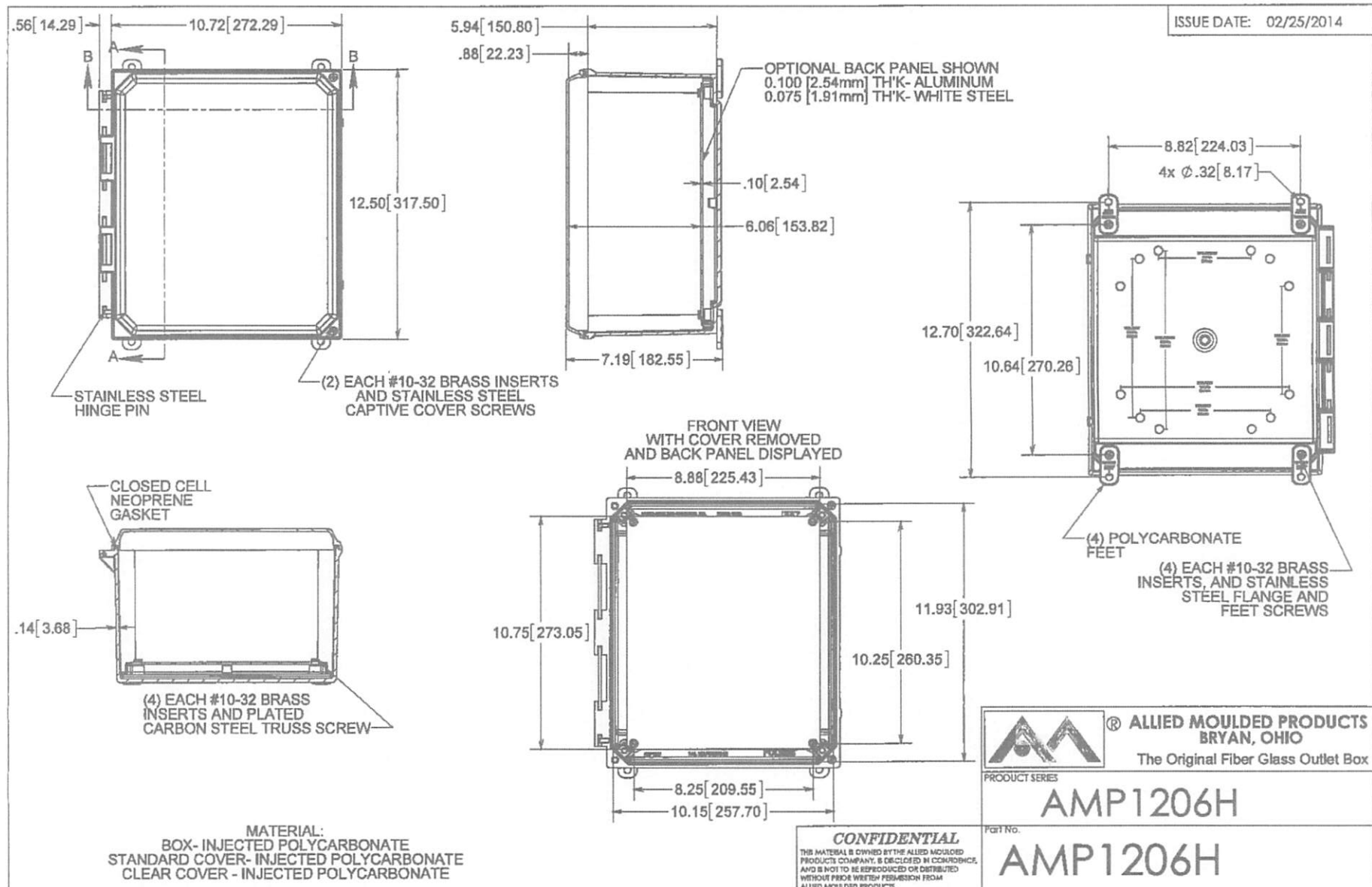












# Forms & Certifications

---





## BUY AMERICA CERTIFICATE

**MagneGrip** manufactures the **MagneGrip Exhaust Removal Systems**. We are a Cincinnati, Ohio based manufacturing company, supplying components we hereby certify are in compliance with the Title 49 U.S.C. Section 50101 – “Buying Goods Produced in the United States”. The MagneGrip System supplied by MagneGrip meets the 100% U.S. made component test and meets parameters set by the Buy American Law as shown below.

**1**

**Manufactured in the United States.** The following is a brief list of the components and/or subcomponents and the U.S. Cities they are manufactured in.

**COMPONENT:**

Extruded Aluminum Rails & Track  
Rubber Lips  
Stack Catcher  
Support Legs  
Balancers  
Cast Aluminum Lifting Elbows  
Spiral Ductwork  
Duct Fittings  
Hoses  
Control Panels & Activation Sys.  
Cast Aluminum Nozzle Elbow  
Rubber Nozzle Boot  
Tailpipe Adapter Components  
Fans & Motors

**MANUFACTURING CITY:**

Bristol, TN  
Ravenna, OH  
Indianapolis, IN  
Cincinnati, OH  
Chicago, IL  
Indianapolis, IN  
Cincinnati, OH  
Lombard, IL  
Warsaw, IN  
Cincinnati, OH  
Philadelphia, PA  
Cincinnati, OH  
Cincinnati, OH  
Cincinnati, OH

**2**

**All steel products incorporated into the components and/or subcomponents are American made.**

**3**

**Final assembly of the products was completed in Cincinnati, Ohio, USA. Final installation of the equipment to be completed by the manufacturer located in Cincinnati, Ohio, USA.**

*No waiver is thereby needed for the above listed components.*



# Forms & Certifications



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC Company 6279 Tri-Ridge Blvd Suite 400 Loveland OH 45140		<b>CONTACT</b> NAME: Debra Brummett PHONE (A/C, Ho, Ext): 513-707-5011 FAX (A/C, No): 212-948-6453 E-MAIL: Debra.Brummett@marshmma.com ADDRESS: Debra Brummett@marshmma.com	
<b>INSURED</b> Rossman Enterprises, Inc. DBA MagneGrip 11449 Deerfield Road Cincinnati OH 45242		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hartford Casualty Insurance Company INSURER B: Cincinnati Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
CLEA410		NAIC # 29424 10677	

**COVERAGES** **CERTIFICATE NUMBER:** 645047409 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded't: \$250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		EPP0636441	12/4/2021	12/4/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HCPD Comp500 <input checked="" type="checkbox"/> HCPD Col500		EPP0636441	12/4/2021	12/4/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HCPD \$50,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		EPP0636441	12/4/2021	12/4/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	33WECTA4263	12/4/2021	12/4/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment Employee Dishonesty Installation Floater		EPP0636441	12/4/2021	12/4/2022	Limit: \$100,000 Limit: \$10,000 Per Loc/Aggregate \$80K/\$80K

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Named Insured Continued: Rossman Enterprises, Inc. DBA: Clean Air Concepts; Rossman Enterprises, LLC DBA: Cleaning Specialists; MagneGrip Group; Rossman Baker Ventures, Inc.  
 Workers Compensation States Covered: AK, AZ, FL, GA, IN, KY, LA, MD, MI, NE, TN, TX / Ohio Employers Liability Included 1M/1M/1M  
 Umbrella, Policy EPP0636441, The Cincinnati Insurance Company, Follow Form, Limits: \$5Mil/\$5Mil.  
 Underlying Policies: GL \$1M/\$2M, Auto \$1M CSL.  
 See Attached...

<b>CERTIFICATE HOLDER</b> Rossman Enterprises, Inc. DBA MagneGrip 11449 Deerfield Road Cincinnati OH 45242	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



# Forms & Certifications

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Rossman Enterprises, Inc**

2 Business name/disregarded entity name, if different from above  
**d.b.a. MagneGrip**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**11449 Deerfield Road**

6 City, state, and ZIP code  
**Cincinnati, Ohio 45242**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

OR

Employer identification number

3 1 - 1 0 4 9 7 6 1

**Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► *[Signature]*

Date ► *8/11/21*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# Forms & Certifications



**REGISTRATION CERTIFICATE**  
*This document certifies that the administration systems of*  
**Rossman Enterprises Inc. dba MagneGrip**  
*11449 Deerfield Rd, Cincinnati, Ohio 45242, USA*

*have been assessed and approved by QAS International to the following management systems, standards and guidelines:*

**ISO 9001:2015**

*The approved administration systems apply to the following:*

*Rossman Enterprises Inc. dba MagneGrip located in Cincinnati Ohio, USA provides design, manufacturing, assembly, supply, installation and servicing of air cleaning systems.*

Original Approval	<b>27<sup>th</sup> November 2007</b>
Current Certificate	<b>14<sup>th</sup> September 2021</b>
Certificate Expiry	<b>14<sup>th</sup> September 2022</b>
Certificate Number	<b>US2788</b>

Signed: Certification Officer 

**On behalf of QAS International**  
This certificate remains valid while the holder maintains their administration systems in accordance with the standards and guidelines stated above, which will be audited annually by QAS International. The holder is entitled to display the above registration mark for the duration of this certificate, which should be returned to QAS International upon reasonable request.  
Issuing Office: QAS International, 5 Technology Park, Colindale Lane, London, NW9 6BX, UK





# Forms & Certifications

---

## Quality Policy

The management and employees of MagneGrip have been operating under the control of a quality system along the lines laid down in **ISO 9001-2015** series of standards.

**The Company places particular emphasis on obtaining client satisfaction by:**

- Responding promptly and accurately to customer enquiries and orders.
- Pursuing quality and reliability in its products.
- Establishing and maintaining a fully trained management and staff.
- Constantly striving to exceed its customer's expectations.

To meet the specified requirement of the customer, the company applies a quality management system. The Quality Manual and Procedures Manual describe the system.

It is the company's policy to operate to these standards by implementing a fully documented **ISO 9001-2015** system with certification and annual outside audits.

**MagneGrip will:**

- Comply with all applicable statutory laws and regulations.
- Follow a concept of continuous improvement.
- Communicate our quality objectives & documented results throughout the company and to interested parties.
- Provide a safe place for employees, associates, and subcontractors.




\_\_\_\_\_  
President, MagneGrip

8/1/2021

\_\_\_\_\_  
Date

# Forms & Certifications

  
WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL  
JOIN FORCES. SUCCEED TOGETHER.


**HEREBY GRANTS  
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**



**ROSSMAN ENTERPRISES, INC. DBA MagneGrip**


The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at [www.sba.gov/wosb](http://www.sba.gov/wosb).

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Margaret Rossman-Roach
NAICS: 238290 UNSPSC: 40101500
Certification Number: WBE2001487
Expiration Date: June 30, 2022

  
WOMEN'S BUSINESS ENTERPRISE COUNCIL  
OHIO RIVER VALLEY

  
Sheila Mixon, Women's Business Enterprise  
Council Ohio River Valley Executive Director  
  
Pamela Prince-Easton, WBENC President &  
CEO  
  
LaKesha White, Vice President, Certification

  
WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL  
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

**National Women's Business Enterprise Certification**

to

**ROSSMAN ENTERPRISES, INC. DBA MagneGrip**


who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).


This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Ohio River Valley, a WBENC Regional Partner Organization.

Certification Granted: June 19, 2020  
Expiration Date: June 30, 2022  
WBENC National Certification Number: WBE2001487

NAICS: 238290  
UNSPSC: 40101500

  
Authorized by Sheila Mixon, Executive Director  
Women's Business Enterprise Council Ohio  
River Valley

  
WOMEN'S BUSINESS ENTERPRISE COUNCIL  
OHIO RIVER VALLEY

