

CITY OF OAK RIDGE



CITY ATTORNEY'S OFFICE
Telephone: (865) 425-3530
Email: trackard@oakridgetn.gov

POST OFFICE BOX 1 • OAK RIDGE, TENNESSEE 37831-0001

Via Email: jgilbert@siddons-martin.com
legal@siddons-martin.com

July 26, 2024

Jason Gilbert, Regional Service Manager
Siddons Martin Emergency Group, LLC
1362 East Richey Road
Houston, Texas 77073

RE: FY2025-003 – Emergency Fire Vehicle Inspection, Repair, and Maintenance Contract –
Notice to Proceed

Dear Mr. Gilbert:

Attached is a fully executed copy of the above-referenced contract for your files. This letter shall serve as your official notice to proceed. The Fire Department will be in contact with you regarding the services to be provided.

Sincerely,

A handwritten signature in blue ink that reads 'Tammy M. Rackard'.

Tammy M. Rackard
City Attorney

Attachment: Contract (FY2025-003)

cc: Travis Solomon, Fire Chief
Jody Durham, Deputy Fire Chief of Operations
Beth Hickman, City Clerk

CONTRACT

This Contract entered into this 8th day of July 2024, by and between the City of Oak Ridge, Tennessee, a municipal corporation, hereinafter called the "City," and Siddons-Martin Emergency Group LLC, 1362 E. Richey Road, Houston, Texas 77073, a Texas LLC, hereinafter called the "Contractor."

WITNESSETH

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

ARTICLE 1 – Scope of This Contract

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required for the Emergency Fire Vehicle Inspections, Repair, and Maintenance project in accordance with the attached Specifications. All work performed under this Contract shall be in strict accordance with the terms and provisions of this Contract, the Scope of Work, and the bid of the Contractor, all attached hereto and incorporated herein by reference.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

ARTICLE 2 – Term and Renewal Options

This Contract shall become effective upon its execution and shall continue in full force and effect through June 30, 2025. Work shall commence after the Contractor's receipt of the Notice to Proceed and the initial semi-annual inspections shall be completed by December 31, 2024, and the second semi-annual inspections shall be completed by June 30, 2025. Repairs and preventative maintenance shall occur as agreed to between the parties. Jody Durham, Deputy Chief of Operations, is the City's contact for this project and can be reached at (856) 776-9678 or jdurham@oakridgetn.gov.

This Contract may be renewed at the City's sole option for up to five (5) additional fiscal-year periods (July 1 – June 30). Starting with the second renewal, unit prices may be adjusted by one hundred percent (100%) of the Consumer Price Index for the month of January upon renewal with said adjustment capped at three percent (3%).

ARTICLE 3 – Changes

- A. City may, by written order, and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

ARTICLE 4 – Inspections and Defective Work

All workmanship and services shall be subject to inspections, examinations, and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge therefore. If the Contractor fails to proceed within 48 hours to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct costs occasioned in the performance therefore.

This provision does not negate, modify, or replace any warranties contained elsewhere in this Contract. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The City shall give notice of observed defects with reasonable promptness. The deterioration due to ordinary use and normal wear is excepted from this guarantee.

The Contractor shall reimburse the City for the cost of damage, if any, as well as the cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) days in case of materials, then the City shall have the right to make replacements and charge the cost of same to Contractor or the Contractor's surety.

ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters, which can in any way affect the work under this Contract.

ARTICLE 6 – Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

ARTICLE 7 – Payment

- A. Total Maximum Compensation. The total cost of performance and completion of all work under this Contract shall not exceed \$200,000.00, without further written authorization by the City to exceed such amount and as associated contract amendment signed by both parties.
 - 1. Semi-Annual Inspections. The City agrees to pay the Contractor for the required semi-annual inspections of the Fire Department emergency vehicles/apparatus in accordance with the Contractor's bid sheet, which is incorporated by reference into this Contract. The total compensation available for semi-annual inspections is \$20,060.00 for the fiscal year.
 - 2. Semi-Annual Full Service. The City agrees to pay the Contractor for the required semi-annual full service of the Fire Department emergency vehicles/apparatus in accordance

with the Contractor's bid sheet, which is incorporated by reference into this Contract. The total compensation available for semi-annual full service is \$68,260.00 for the fiscal year.

3. Annual Pump Testing. The City agrees to pay the Contractor for the annual pump testing in accordance with the Contractor's bid sheet, which is incorporated by reference into this Contract. The total compensation available for annual pump testing is \$360.00 each vehicle for the fiscal year.
 4. Annual Performance Testing of Aerial Trucks. The City agrees to pay the Contractor for the annual performance testing of aerial trucks in accordance with the Contractor's bid sheet, which is incorporated by reference into this Contract. The total compensation available for annual performance testing of aerial trucks is \$3,200.00 each vehicle for the fiscal year.
 5. Repairs and Preventive Maintenance. Repairs and preventive maintenance shall be paid based upon the hourly rates and parts discount set forth in the Contractor's bid sheet, which is incorporated by reference into this Contract. Such repairs and preventative maintenance shall be completed upon agreement by the parties both as to the work to be completed and the timeframe for completion.
- B. Invoicing and Payment. The Contractor shall submit invoices to the City for work completed and payment shall be made by the City after the City's final inspection of the work. The City shall pay the Contractor within thirty (30) days of receipt of the Contractor's invoice for satisfactory work completed. Prior to any payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all labor and other employees working for the Contractor pursuant to this Contract have been fully paid. Upon payment, the City is to be released from all liability whatsoever growing out of this Contract.

ARTICLE 8 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this article.

The terms of this article shall survive the termination or suspension of this Contract.

ARTICLE 9 – Completion and Performance Bond and Labor and Material Bond (Not Applicable)

A. Completion and Performance Bond

~~Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Completion and Performance Bond in the amount of twenty-five percent (25%) of the Contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract, including any amendments or extensions hereof. The form and conditions of said Performance Bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.~~

~~In lieu of a Performance Bond, the City will accept other suitable Securities agreed upon by both parties. At all times during the term of this Contract, the Contractor shall provide the City with evidence that the Contractor has obtained such Performance Bond or Securities. A certificate from the surety showing that the bond premiums have been paid by the Contractor shall accompany the bond.~~

B. Labor and Material Bond

~~Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Labor and Material Bond in the amount of twenty-five percent (25%) of the Contract price with good and sufficient surety or sureties acceptable to the City, conditioned that the Contractor shall promptly make payments to the persons supplying labor, material, or supplies to the Contractor or subcontractors in the performance of the work under this Contract and any amendment or extension thereof. The form and conditions of this bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.~~

~~In lieu of a Labor and Material Bond, the City will accept other suitable Securities agreed upon by both parties. At all times during the term of this Contract, the Contractor shall provide the City with evidence that the Contractor has obtained such Labor and Material Bond or Securities. A certificate from the surety showing that the bond premiums have been paid by the Contractor shall accompany the bond.~~

ARTICLE 10 – Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, Sundays, and/or Holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, and equipment, and/or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 11 – Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations.

ARTICLE 14 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and Property Damage Insurance in the amounts set forth below. **The Contractor shall name the City of Oak Ridge, Tennessee as an additional insured.**

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

1. Comprehensive General Liability:

Bodily Injury	\$1,000,000	each occurrence
	\$2,000,000	aggregate
Property Damage	\$2,000,000	each occurrence
Or Combined Single Limit of	\$3,000,000	

2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.

3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	\$1,000,000	each person
	\$2,000,000	each occurrence
Property Damage	\$2,000,000	each occurrence
Or Combined Single Limit of	\$3,000,000	

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 13 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance and maintain the same in full force and effect.

ARTICLE 14 – Subcontracting and Assignment

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

- B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the city a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.
- C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 15 – Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act on behalf of the Contractor.

ARTICLE 16 – Termination

The City and the Contractor may terminate this Contract as follows:

- A. For Cause. Either party may terminate this Contract by written notice immediately upon the occurrence of any one or more of the following events:
 - 1. Failure of a party to cure any material breach of this Contract within ten (10) days of written notice from the non-breaching party. The notice of the breach shall describe the breach in reasonable detail.
 - 2. Deception, fraud, misrepresentation, or dishonesty by the other party, or any act of omission that unreasonably interferes with the other party's business.
 - 3. The filing of any voluntary or involuntary petition with respect to the other party under the United States Bankruptcy Code, insolvency of the other party, an assignment for the benefit of creditors, or liquidation of the other party's business.
- B. Without Cause. The City may terminate this Contract at any time upon written notice to the Contractor.
- C. Lack of Funds. This Contract is subject to appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate this Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of this Contract. Upon receipt of the written notice, the Contractor shall cease all work associated with this Contract. Should such an event occur, the Contractor shall be

entitled to compensation for all satisfactory and authorized work/services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. The City will give the Contractor as much notice as feasible when terminating this Contract under this provision.

In the event of termination, any and all reports and other documentation prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

ARTICLE 17 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Contract of this requirement and shall ensure compliance therewith.

ARTICLE 18 – Personnel

- A. The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

ARTICLE 19 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. The City can audit the Contractor's and the Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 20 – Non-Waiver

It is further agreed that one or more instances of forbearance by the City or the Contractor in the exercise of its rights herein shall in no way constitute a waiver thereof.

ARTICLE 21 – Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

ARTICLE 22 – Incorporation of Provisions Required by Law

Each provision and clause required by law to be inserted into this Contract shall be deemed to be enacted herein and this Contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, this Contract shall be amended to make such insertion on application by either party.

ARTICLE 23 – Mandatory Non-Boycott of Israel

The Contractor acknowledges that this Contract will be terminated and void, and payment withheld, if this certification is inaccurate:

Pursuant to Tennessee law (Tennessee Code Annotated §12-4-119), the Contractor certifies that it is not currently engaged in, and will not be engaged in, a boycott of the State of Israel and Israeli-controlled territories for the duration of the term(s) of this Contract.

This provision is not applicable to contracts with a total potential value of less than \$250,000.00 or to contractors with less than ten (10) employees.

ARTICLE 24 – Iran Divestment

The Contractor acknowledges that this Contract will be void at initio, and payment withheld, if this certification is inaccurate:

Pursuant to Tennessee law (Tennessee Code Annotated §12-12-101 et. seq, known as the Iran Divestment Act), the Contractor certifies that it is not on the list of persons engaging in investment activities in Iran as described in Tennessee's Iran Divestment Act and, therefore, ineligible to contract with the State of Tennessee. Further, the Contractor certifies that it will not utilize the services of any subcontractor for services under this Contract that is identified by the State of Tennessee as engaging in investment activities in Iran in violation of the Iran Divestment Act.

This provision is not applicable to contracts with a total potential value of less than \$1,000.00.

ARTICLE 25 – Severability

If any of the terms, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ARTICLE 26 – Entire Agreement

This Contract, including all exhibit and appendices attached and incorporated by reference, embodies the complete and whole agreement of the parties. There are no prior oral or written representations, terms, conditions, promises, or agreements between the parties relating to matters herein, and except as otherwise provided herein. This Contract cannot be modified except by a written amendment(s) signed by the parties.

ARTICLE 27 – Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Oak Ridge, Tennessee; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Anderson County, Tennessee, or in the United States District Court for the Eastern District of Tennessee, Knoxville Division.

ARTICLE 28 – Independent Contractors

The parties acknowledge that the relationship created under this Contract is that of independent contracting parties and this Contract does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.

ARTICLE 29 – Governing Law

This Contract is governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its City Manager, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:



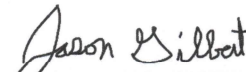
Tammy M. Rackard, City Attorney

CITY OF OAK RIDGE, TENNESSEE



Randall W. Hemann, City Manager

SIDDONS-MARTIN EMERGENCY GROUP LLC



Signature

Jason Gilbert

(Printed or Typed Name and Title)

Attachments: Specifications (Attachment A)
Bid Documents
Contractor's Bid

Approved by Resolution 7-99-2024

EMERGENCY VEHICLE INSPECTIONS, REPAIR, AND MAINTENANCE FY2025-003

From:

**Siddons-Martin Emergency Group LLC
1362 E Richey Rd
Houston, TX 77073**



Attention:

**Lyn Majeski
Finance Department
City of Oak Ridge
100 Woodbury Lane
Oak Ridge, TN 37830**



FY2025-003 BID FORM

Project: Emergency Fire Vehicle Inspections, Repair, and Maintenance

In compliance with the Invitation for Bids, dated April 23, 2024, the undersigned Bidder:

Siddons Martin Emergency Group, LLC

LLC

* a corporation organized and existing under the laws of the State of: Texas

* a partnership consisting of: _____

*an individual trading as: _____

(*fill in as appropriate)

of the City of Houston, in the State of Texas, agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation for Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the Contract attached thereto.

If written Notice of Award is received, the Bidder agrees to furnish to the City of Oak Ridge, within ten (10) working days after receipt of said Notice of Award; the Completion and Performance Bond; Labor and Material Bond or other suitable securities; and required insurance certificates naming the City of Oak Ridge as an additional insured.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good for a period of ninety (90) days from the date of opening.

(Continued)

Pricing

Semi-Annual Inspections Bid Price

The Bidder provides the following unit prices for semi-annual inspections of the following types of Fire Department vehicles/apparatus. These unit prices are per inspection (to occur every six months), and not the unit price for the cost of inspections on an annual basis.

Vehicle Type	Unit Price	Number of Vehicles	Total
Pumper	\$ 740.00	7	\$ 5,180.00
Aerial Tower	\$ 1,350.00	1	\$ 1,350.00
Brush Truck	\$ 370.00	1	\$ 370.00
Light Rescue	\$ 550.00	2	\$ 1,100.00
Medium Rescue	\$ 550.00	1	\$ 550.00
Heavy Rescue	\$ 740.00	1	\$ 740.00
Heavy Hazmat	\$ 740.00	1	\$ 740.00
Grand Total Inspection			\$ 10,030.00
			x 2
Grand Total of Semi-Annual Inspections per Fiscal Year			\$ 20,060.00

Grand Total for Semi-Annual Inspections per Fiscal Year (from above totals):

Twenty Thousand Sixty Dollars and Zero Cents (\$ 20,060.00)
(written words and numbers)

Semi-Annual Full Service Bid Price

The Bidder provides the following unit prices for semi-annual full service of the following types of Fire Department vehicles/apparatus in accordance with the manufacturer's recommendations and NFPA 1911, whichever is more stringent. These unit prices are per inspection (to occur every six months), and not the unit price for the cost of inspections on an annual basis.

Vehicle Type	Unit Price	Number of Vehicles	Total
Pumper	\$ 2,995.00	7	\$ 20,965.00
Aerial Tower	\$ 5,995.00	1	\$ 5,995.00
Brush Truck	\$ 1,195.00	1	\$ 1,195.00
Light Rescue	\$ 1,195.00	2	\$ 2,390.00
Medium Rescue	\$ 1,195.00	1	\$ 1,195.00
Heavy Rescue	\$ 1,195.00	1	\$ 1,195.00
Heavy Hazmat	\$ 1,195.00	1	\$ 1,195.00
Grand Total Inspection			\$ 34,130.00
			x 2
Grand Total of Semi-Annual Full Service per Fiscal Year			\$ 68,260.00

Grand Total for Semi-Annual Full Service per Fiscal Year (from above totals):

Sixty Eight Thousand Two Hundred Sixty Dollars and Zero Cents (\$ 68,260.00)
(written words and numbers)

Annual Pump Testing Bid Price

The Bidder provides the following unit price for annual pump testing (price per vehicle):

Three Hundred Sixty Dollars and Zero Cents (\$ 360.00 Each)
(written words and numbers)

Annual Performance Testing of Aerial Truck Bid Price

The Bidder provides the following unit price for annual performance testing of Aerial Truck (one vehicle) in accordance with NFPA 1911:

Three Thousand Two Hundred Dollars and Zero Cents (\$ 3,200.00 Each)
(written words and numbers)

Parts

The Bidder provides the following discount off the price list (lowest manufacturer's published list price available at the time parts of needed) for parts: 10% %

Warranty

The Bidder provides the following warranty (insert days or months or years) for parts and labor:

Labor 90 days Parts 90 days

Hourly Rates for Repairs and Preventive Maintenance

The Bidder provides the following hourly rates, both regular and emergency hourly rates, for the following Emergency Vehicle Technicians (EVT) that are available by the Bidder to provide the required services under this Contract.

NFPA Certification	# of Employees Certified	Hourly Labor Rate
EVT 1	One	165.00
EVT 2 (if different from above)		
EVT 3 ((if different from above)		
Emergency Hourly Labor Rate		
EVT 1	One	185.00
EVT 2 (if different from above)		
EVT 3 (if different from above)		

The above rates are the rates for both repairs and preventative maintenance.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Date: 5/7/2024
Addendum No. 2 Date: 5/15/2024
Addendum No. _____ Date: _____

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

Bidder attests that no officers or employees of the City of Oak Ridge are members of, or have financial interest in, the business submitting this bid.

By: Jason Gilbert
Signature

Telephone #: 870-375-0012

Name: Jason Gilbert

Fax #: _____

Title: Regional Service Manager

Email: jgilbert@siddons-martin.com

Business
Name: Siddons Martin Emergency Group, LLC

Date: _____

Mailing
Address: 1362 E. Richey Rd
Houston, TX 77073

Physical
Address: 2812 John Deere Dr
Knoxville, TN 37917

Tax ID Number: 27-4333590

TN Contractor's License Number: N/A
(if applicable)

NOTE: In accordance with the Invitation to Bid, the following attachments are required: a Bid Bond in the amount of ten percent (10%) of the bid price (for initial year of inspections), the Drug Free Workplace Affidavit, at least three (3) references, the Compliance with Iran Divestment Act form, and the Safety Sheet.

BID BOND

Nationwide Mutual Insurance Company

1100 Locust St., Dept 2006
Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

Siddons Martin Emergency Group, LLC
1362 E Richey Rd
Houston, TX 77073

SURETY:

Nationwide Mutual Insurance Company
1100 Locust Street, Department 2006
Des Moines, IA 50391

OWNER:

City of Oak Ridge
100 Woodbury Lane
Oak Ridge, TN 37830

BOND AMOUNT: Ten percent of bid amount (10% of bid amount)

PROJECT:

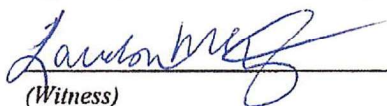
Emergency Fire Vehicle Inspections, Repair, and Maintenance - Contract FY 2025-003

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

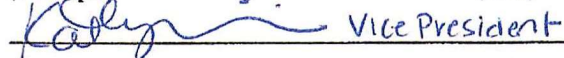
Signed and sealed this 28th day of May 2024


(Witness)

Siddons Martin Emergency Group, LLC

(Principal)

(Seal)


(Title) Vice President

Nationwide Mutual Insurance Company

(Surety)

(Seal)

(Witness)


(Title) WILLIAM WAYNE SIDMONS

Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

WILLIAM WAYNE SIDDONS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Five hundred thousand dollars and no/100

(\$500,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

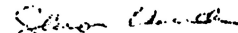
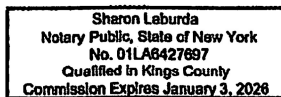


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

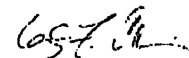


Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of May, 2024.



Assistant Secretary

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Texas)
COUNTY OF Harris)

The undersigned principal officer of Siddons Martin Emergency Group, LLC, contracting with the City of Oak Ridge, Tennessee, to provide services, hereby states under oath as follows:

1. That the undersigned is a principal officer of Siddons Martin Emergency Group, LLC (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit stating that such employer has a drug-free workplace program that complies with Tennessee law.

Further affiant saith not.

[Signature]
Principal Officer

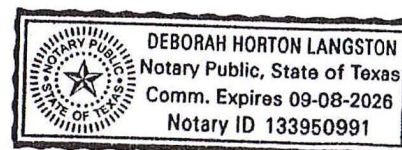
State of Texas)
) ss.
County of Harris)

Before me personally appeared Kathryn Williams, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing Affidavit for the purposes therein contained.

Witness my hand and official seal this 15th day of May, 2024.

[Signature]
Notary Public

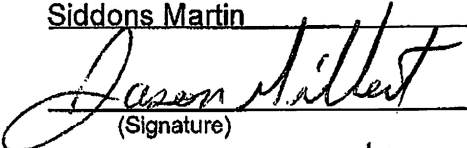
My Commission Expires: 9/8/2026



COMPLIANCE WITH IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Bidder: Siddons Martin

By: 
(Signature)

Jason Gilbert
(Name – Printed)

Title: Regional Service Manager

Date: 5/30/2024

SAFETY SHEET

Injury Statistics

	2024	2023	2022	2021
Total Recordable Incidents:	<u>4</u>	<u>11</u>	<u>5</u>	<u>5</u>
Fatalities:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Citations

Has your company received any citations, notice of violations, or other penalties relative to safety, health, or environmental within the last four years?

Yes _____ No ☒ _____

If Yes, provide detailed explanation:

References

- Tony Watson
Fire Chief @ Pigeon Forge Fire Dept.
865-257-5911
- Jay Gregory
Maintenance Admin Captain @ Karns Fire Dept.
865-314-4782
- Dusty Sharpe
Fire Chief @ Claxton Fire Dept.
865-566-4446



INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

**EMERGENCY FIRE VEHICLE INSPECTIONS, REPAIR, AND
MAINTENANCE
FY2025-003**

MANDATORY ON-SITE VISIT AND PRE-BID CONFERENCE

Tuesday, May 7, 2024

10:00 a.m., Local Time

Central Services Complex Multi-Purpose Room

100 Woodbury Lane

Oak Ridge, Tennessee 37830

BID OPENING

Thursday, May 30, 2024

2:00 p.m., Local Time

at the

Central Services Complex Multi-Purpose Room

City of Oak Ridge

100 Woodbury Lane

P. O. Box 1

Oak Ridge, Tennessee 37831-0001

Telephone: (865) 425-1819

Email: lmajeski@oakridgetn.gov

Attn: Lyn Majeski

CITY OF OAK RIDGE, TENNESSEE
Invitation to Bid and Instructions to Bidders

FY2025-003

April 23, 2024

Project: Emergency Fire Vehicle Inspections, Repair, and Maintenance

Invitation

Bids will be received by the City of Oak Ridge until 2:00 p.m., local time, May 30, 2024, then publicly opened in the Central Services Complex Multi-Purpose Room at 100 Woodbury Lane, Oak Ridge, Tennessee 37830, for furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Contract attached hereto, in strict accordance with the terms and provisions of said Contract and any attachments thereto. (See attached Specifications)

This is an annual agreement with renewal options.

All bids must be completed and submitted on the Bid Form provided. The bids shall be submitted on or before the time set for the opening of bids. Bids received after the time so set are late bids and will not be considered. Late bids, unmarked envelopes, and incorrectly marked envelopes will not be opened. Electronic bids are not accepted.

General Scope of Work

The scope of work is set forth in the attached Specifications and sample contract. This project involves semi-annual inspections of certain Oak Ridge Fire Department emergency vehicles, along with needed repairs and preventative maintenance. The vehicles are set forth in the attached Specifications. The initial term of the Contract will be July 1, 2024 through June 30, 2025 with up to five (5) renewal options.

Mandatory On-Site Visit and Pre-Bid Conference

A mandatory on-site visit and pre-bid conference is scheduled for May 7, 2024, at 10:00 a.m. local time, at the Central Services Complex Multi-Purpose Room located at 100 Woodbury Lane, Oak Ridge, Tennessee 37830. All prospective bidders must attend this meeting in order to submit a bid for this project. Please contact Lyn Majeski at lmajeski@oakridgetn.gov if directions to the on-site meeting and pre-bid conference are needed.

Discrepancies

Should the Bidder find any discrepancies in, or omission from, the bid documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify Lyn Majeski at lmajeski@oakridgetn.gov and obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must be submitted to Lyn Majeski no later than Thursday, May 14, 2024, at 12:00 p.m., local time, in order to give sufficient time for responses to be sent to all prospective bidders.

Prices

The Bidder shall submit bid pricing as specified on Bid Form. It is agreed that this bid document in its entirety is included in and made a part of the contract between the City and the successful Bidder.

If applicable, discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. If applicable, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. If applicable, discrepancies between words and figures will be resolved in favor of the words.

Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening the bids. Such written request must be on company letterhead signed by a company official and must indicate the specific bid project and bid price to be withdrawn in order to verify the identity of the bidder.

Rejection of Bids

The City reserves the right to reject any and all bids when such rejection is in the best interest of the City of Oak Ridge; to reject the bid of a Bidder who has previously failed to perform properly or complete on time jobs of a similar nature; to reject the bid of a Bidder who is not, in the opinion of the City, in a position to perform the Contract; and to reject the bid of a Bidder not submitted in accordance with this Invitation to Bid.

Examination of Specifications and Contract Documents

Each bidder shall carefully examine the Specifications and all other proposed contract documents before submitting a bid. Each bidder shall fully inform itself before bidding about all existing conditions and limitations under which the work will be performed. The bidder shall include a sum to cover all costs of all items necessary to perform the work as outlined in the proposed contract documents. No allowance will be made to any bidder because of a lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examinations.

Proof of Competency of Bidder

All bidders shall be duly licensed contractors in the State of Tennessee. This requirement extends to all subcontractors and others herein as such licensing laws apply.

References

With the bid, each Bidder shall furnish at least three (3) references for whom work similar to that covered by the specifications herein was performed, the year in which such work was performed and the manner of its execution, and giving such other information as will tend to show the Bidder's ability to perform the required work.

Equipment

The Bidder shall have available under Bidder's control, tools, and equipment of the type, character, and amount required to complete the proposed work within the specified time. Each Bidder shall furnish a list of the tools and equipment proposed for use on the work if requested.

Personnel

Each Bidder shall have available, or shall agree to have available under Bidder's control, sufficient equipment and personnel to complete the proposed work within the specified time.

Method of Work

Upon request, each Bidder shall describe the method or methods to be used in the performance of the required work.

Bidders Interested in More than One (1) Bid

A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the work; however, more than one (1) bid for the same work from an individual or entity under the same or different name will not be considered.

Bid Surety

Each bid shall be accompanied by a bid guarantee payable to the City in the amount of ten percent (10%) of the total bid amount. The form of the bid guarantee shall be a bid bond or other suitable instrument (i.e., cashier's check, certified check, or Letter of Credit). The bid guarantees of unsuccessful Bidders shall be returned to them by the City within fifteen (15) consecutive calendar days after execution of the Contract. The bid bond shall be based upon the total cost for inspections of all the vehicles/apparatus for the initial first year of the Contract (City's Fiscal Year 2025: July 1, 2024 through June 30, 2025).

Drug-Free Workplace Affidavit Form

A Drug-Free Workplace Affidavit form is included in this bid package and must be submitted with the bid.

Insurance

The successful Bidder will be required to maintain Worker's Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability and Property Damage Insurance in accordance with the provisions of the Contract Documents. The City of Oak Ridge, Tennessee, shall be named as an additional insured in addition to a certificate holder.

Award of Contract

The City will make the award as soon as practicable to the lowest responsible Bidder, price and other factors considered, provided it is reasonable and in the best interest of the City. The anticipated date of City Council approval of this Contract is June 10, 2024. The City reserves the right to award the contract to more than one (1) bidder if in the best interest of the City. The successful Bidder(s) shall be required to execute the Contract attached hereto.

Commencement and Completion of Work

The selected bidder shall commence work after receipt of the notice to proceed. The initial inspections of all vehicles shall be by December 31, 2024. All work shall be completed within the timeframes agreed to by the parties in the contract.

City Officers and Employees Not To Have Financial Interest

No contract shall be made with any officer or employee of the City, or any firm or corporation in which any officer or employee of the City has financial interest.

Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county, and local laws, ordinances, statutes, and regulations. Pursuant to City Code § 5-413, the City may not accept bids from Bidders in default of any payment of any nature due to the City, including, but not limited to, taxes, licenses, and fees.

Anti-Discrimination

The selected Bidder, in performing the work or furnishing the services covered by this project, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion, or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects.

Iran Divestment Act

All bidders shall complete and submit with their bid the Compliance with the Iran Divestment Act form as set forth in the bid package (Tennessee Code Annotated § 12-12-101 et. seq.).

No Boycott of Israel

Pursuant to Tennessee Code Annotated § 12-4-119, by signing and submitting the attached Bid Form, bidder certifies that it is not engaged in a boycott of the State of Israel and shall not boycott the State of Israel through the term of any contract based on this bid. For purposes of this certification, "boycott of Israel" shall be statutorily defined by Tennessee Code Annotated § 12-4-119(a). If the value of any contract based on this bid is less than \$250,000.00, or if bidder employs less than ten (10) employees, then this certification shall not apply.

Tobacco Products

The selected Bidder and its employees/subcontractors shall comply with all building policies, regulations, schedules, and rules as set out and required by the City. Please note that smoking and the use of tobacco products (chewing and vaping) is prohibited in City facilities. For any work done at City facilities, any smoking occurring outside of the buildings must occur at least twenty (20) feet away from any entrance, open window, or other opening into which smoke could infiltrate into the building. Spent smoking materials are to be properly discarded and not littered on the grounds.

Competency/Behavior of Employees

The selected Bidder shall only furnish employees who are competent and skilled for work under this Contract. If, in the opinion of the City, an employee of the selected Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this Contract. The selected Contractor's employees working on this project may be subject to police background checks at the sole discretion of the City.

Emergency Vehicle Technician Certified

The selected Bidder shall provide persons who are Emergency Vehicle Technician (EVT) certified to work on fire vehicles and apparatus. The Bidder shall provide the number of EVT persons available on the Bid Form.

Bid Submittal Instructions

Pursuant to Tennessee Code Annotated § 62-6-119, each bid must be submitted in an opaque sealed envelope marked and addressed on the outside as follows:

From: Bidder's Name
Bidder's Address
*General Contractor's State of Tennessee License Number
*Bidder's License Date of Registration
*Bidder's License Category or Classification
*Bidder's License Expiration Date

*If bid equals or exceeds Twenty-Five Thousand Dollars (\$25,000.00), include this information if a contractor's license is required for this project per the State of Tennessee's Contractors Licensing Board. (The same information must also be provided for major subcontractors.)

To:	<u>In Person or By Overnight Delivery</u>	<u>Regular Mail</u>
	Attn: Lyn Majeski Finance Department City of Oak Ridge 100 Woodbury Lane Oak Ridge, TN 37830	Attn: Lyn Majeski Finance Department City of Oak Ridge P.O. Box 1 Oak Ridge, TN 37831-0001

If the bid is submitted by mail rather than by hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2025-003: Emergency Fire Vehicle Inspections, Repair, and Maintenance to be opened May 30, 2024, at 2:00 p.m. local time" to ensure the bid is delivered to the appropriate person at the City in a timely fashion.

Late bids are not accepted and will not be opened.

FY2025-003 BID FORM

Project: Emergency Fire Vehicle Inspections, Repair, and Maintenance

In compliance with the Invitation for Bids, dated April 23, 2024, the undersigned Bidder:

* a corporation organized and existing under the laws of the State of: _____

* a partnership consisting of: _____

*an individual trading as: _____

(*fill in as appropriate)

of the City of _____, in the State of _____, agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation for Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the Contract attached thereto.

If written Notice of Award is received, the Bidder agrees to furnish to the City of Oak Ridge, within ten (10) working days after receipt of said Notice of Award; the Completion and Performance Bond; Labor and Material Bond or other suitable securities; and required insurance certificates naming the City of Oak Ridge as an additional insured.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good for a period of ninety (90) days from the date of opening.

(Continued)

Pricing

Semi-Annual Inspections Bid Price

The Bidder provides the following unit prices for semi-annual inspections of the following types of Fire Department vehicles/apparatus. These unit prices are per inspection (to occur every six months), and not the unit price for the cost of inspections on an annual basis.

Vehicle Type	Unit Price	Number of Vehicles	Total
Pumper	\$	7	\$
Aerial Tower	\$	1	\$
Brush Truck	\$	1	\$
Light Rescue	\$	2	\$
Medium Rescue	\$	1	\$
Heavy Rescue	\$	1	\$
Heavy Hazmat	\$	1	\$
Grand Total Inspection			\$
			x 2
Grand Total of Semi-Annual Inspections per Fiscal Year			\$

Grand Total for Semi-Annual Inspections per Fiscal Year (from above totals):

(\$ _____)

(written words and numbers)

Semi-Annual Full Service Bid Price

The Bidder provides the following unit prices for semi-annual full service of the following types of Fire Department vehicles/apparatus in accordance with the manufacturer's recommendations and NFPA 1911, whichever is more stringent. These unit prices are per inspection (to occur every six months), and not the unit price for the cost of inspections on an annual basis.

Vehicle Type	Unit Price	Number of Vehicles	Total
Pumper	\$	7	\$
Aerial Tower	\$	1	\$
Brush Truck	\$	1	\$
Light Rescue	\$	2	\$
Medium Rescue	\$	1	\$
Heavy Rescue	\$	1	\$
Heavy Hazmat	\$	1	\$
Grand Total Inspection			\$
			x 2
Grand Total of Semi-Annual Full Service per Fiscal Year			\$

Grand Total for Semi-Annual Full Service per Fiscal Year (from above totals):

(\$ _____)

(written words and numbers)

Annual Pump Testing Bid Price

The Bidder provides the following unit price for annual pump testing (price per vehicle):

_____ (\$ _____)
(written words and numbers)

Annual Performance Testing of Aerial Truck Bid Price

The Bidder provides the following unit price for annual performance testing of Aerial Truck (one vehicle) in accordance with NFPA 1911:

_____ (\$ _____)
(written words and numbers)

Parts

The Bidder provides the following discount off the price list (lowest manufacturer's published list price available at the time parts of needed) for parts: _____ %

Warranty

The Bidder provides the following warranty (insert days or months or years) for parts and labor:

Labor _____ Parts _____

Hourly Rates for Repairs and Preventive Maintenance

The Bidder provides the following hourly rates, both regular and emergency hourly rates, for the following Emergency Vehicle Technicians (EVT) that are available by the Bidder to provide the required services under this Contract.

NFPA Certification	# of Employees Certified	Hourly Labor Rate
EVT 1		
EVT 2 (if different from above)		
EVT 3 ((if different from above)		
Emergency Hourly Labor Rate		
EVT 1		
EVT 2 (if different from above)		
EVT 3 (if different from above)		

The above rates are the rates for both repairs and preventative maintenance.

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

Bidder attests that no officers or employees of the City of Oak Ridge are members of, or have financial interest in, the business submitting this bid.

By: _____
Signature

Telephone #: _____

Name: _____

Fax #: _____

Title: _____

Email: _____

Business
Name: _____

Date: _____

Mailing
Address: _____

Physical
Address: _____

Tax ID Number: _____

TN Contractor's License Number: _____
(if applicable)

NOTE: In accordance with the Invitation to Bid, the following attachments are required: a Bid Bond in the amount of ten percent (10%) of the bid price (for initial year of inspections), the Drug Free Workplace Affidavit, at least three (3) references, the Compliance with Iran Divestment Act form, and the Safety Sheet.

BID BOND

FY2025-003

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
(hereinafter called the "Principal"), as Principal, and the _____, of
_____ a

corporation duly organized under the laws of the State of _____

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Oak Ridge, Tennessee, (hereinafter called the "Obligee"), as Obligee, in the sum of ten percent (10%) of the bid price for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

_____.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Invitation to Bid and Instructions to Bidders with good and sufficient surety for the faithful performance of such Contract, or in the event of the failure of the Principal to enter such Contract and give such bond, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ A.D. 2024.

IN THE PRESENCE OF:

_____(Seal)
Principal

Witness

Title

Witness

_____(Seal)
Surety

Title

COMPLIANCE WITH IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Bidder: _____

By: _____
(Signature)

(Name – Printed)

Title: _____

Date: _____

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____)

The undersigned principal officer of _____, an employer of five (5) or more employees, contracting with the City of Oak Ridge, Tennessee, to provide construction services, hereby states under oath as follows:

3. That the undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to Tennessee Code Annotated § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services, or who is awarded a contract to provide construction services, or who provides construction services to the state or local government, to submit an Affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
3. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.

Principal Officer

State of _____)
) ss.
County of _____)

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing Affidavit for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____.

SAFETY SHEET

Injury Statistics

	2024	2023	2022	2021
Total Recordable Incidents:	_____	_____	_____	_____
Fatalities:	_____	_____	_____	_____

Citations

Has your company received any citations, notice of violations, or other penalties relative to safety, health, or environmental within the last four years?

Yes _____ No _____

If Yes, provide detailed explanation:

CONTRACT

FY2025-003

This Contract entered into this _____ day of _____, 2024, by and between the City of Oak Ridge, Tennessee, a municipal corporation, hereinafter called the "City," and

_____ ,
a _____, hereinafter called the "Contractor."

WITNESSETH

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

ARTICLE 1 – Scope of This Contract

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment, and other incidentals necessary to perform all work and services required for the Emergency Fire Vehicle Inspections, Repair, and Maintenance project in accordance with the attached Specifications. All work performed under this Contract shall be in strict accordance with the terms and provisions of this Contract, the Scope of Work, and the bid of the Contractor, all attached hereto and incorporated herein by reference.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

ARTICLE 2 – Term and Renewal Options

This Contract shall become effective upon its execution and shall continue in full force and effect through June 30, 2025. Work shall commence after the Contractor's receipt of the Notice to Proceed and the initial semi-annual inspections shall be completed by December 31, 2024 and the second semi-annual inspections shall be completed by June 30, 2025. Repairs and preventative maintenance shall occur as agreed to between the parties. Jody Durham, Deputy Chief of Operations, is the City's contact for this project and can be reached at (865) 776-9678 or jdurham@oakridgetn.gov.

This Contract may be renewed at the City's sole option for up to five (1) additional fiscal-year periods (July 1 – June 30).

ARTICLE 3 – Changes

- A. The City may, by written order, and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

- C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.
- D. Any changes must be confirmed with the engineering firm of Falconnier Design Co. for approval.

ARTICLE 4 – Inspections and Defective Work

All workmanship and services shall be subject to inspections, examinations, and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge therefore. If the Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct costs occasioned in the performance therefore.

This provision does not negate, modify, or replace any warranties contained elsewhere in this Contract. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The City shall give notice of observed defects with reasonable promptness. The deterioration due to ordinary use and normal wear is excepted from this guarantee.

The Contractor shall reimburse the City for the cost of damage, if any, as well as the cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) days in case of materials, then the City shall have the right to make replacements and charge the cost of same to Contractor or the Contractor's surety.

ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters, which can in any way affect the work under this Contract.

ARTICLE 6 – Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools, and equipment as may be on the site of the work and necessary therefore.

ARTICLE 7 – Payment

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay Contractor \$_____ for the required semi-annual inspections of the Fire Department emergency vehicles/apparatus in accordance with Contractor's bid sheet, which is incorporated by reference into this Contract. Payment shall be made after completion of the work and the City's final inspection of the work. The City shall pay the Contractor within thirty (30) days of receipt of the Contractor's invoice for satisfactory work completed. Any work or fees beyond the scope of the attached quotation shall be by written authorization by the City.

Repairs and preventative maintenance shall be paid based upon the hourly rates and parts discount set forth in the Contractor's bid sheet. Such repairs and preventative maintenance shall be completed upon

agreement by the parties both as to the work to be completed and the timeframe for completion. Upon completion of a repair or preventative maintenance on a vehicle/apparatus, the Contractor shall invoice the City and the City shall pay the invoice within thirty (30) days of receipt for all work satisfactorily performed.

Prior to any payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all labor and other employees working for the Contractor pursuant to this Contract have been fully paid. Upon payment, the City is to be released from all liability whatsoever growing out of this Contract.

ARTICLE 8 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents, and employees from and against any and all claims, loss, expense, damage, charges, and costs direct, indirect, or consequential (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor, or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction, or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents, or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor, or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this article.

The terms of this article shall survive the termination or suspension of this Contract.

ARTICLE 9 – Completion and Performance Bond and Labor and Material Bond (Not Applicable)

A. Completion and Performance Bond

~~Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Completion and Performance Bond in the amount of one hundred percent (100%) of the Contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract, including any amendments or extensions hereof. The form and conditions of said Performance Bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.~~

~~In lieu of a Performance Bond, the City will accept other suitable Securities agreed upon by both parties. At all times during the term of this Contract, the Contractor shall provide the City with evidence that the Contractor has obtained such Performance Bond or Securities. A certificate from the surety showing that the bond premiums have been paid by the Contractor shall accompany the bond.~~

B. Labor and Material Bond

~~Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Labor and Material Bond in the amount of one hundred percent (100%) of the Contract price with good and sufficient surety or sureties acceptable to the City, conditioned that the Contractor shall promptly make payments to the persons supplying labor, materials, or supplies to the Contractor or subcontractors in the performance of the work under this Contract and any amendment or extension thereof. The form and conditions of this bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.~~

~~In lieu of a Labor and Material Bond, the City will accept other suitable Securities agreed upon by both parties. At all times during the term of this Contract, the Contractor shall provide the City with evidence that the Contractor has obtained such Labor and Material Bond or Securities. A certificate from the surety showing that the bond premiums have been paid by the Contractor shall accompany the bond.~~

ARTICLE 10 – Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, Sundays, and/or Holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, and equipment, and/or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 11 – Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county, and local laws, ordinances, statutes, and regulations.

ARTICLE 12 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation, and Property Damage Insurance in the amounts set forth below. **The Contractor shall name the City of Oak Ridge, Tennessee, as an additional insured.**

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

1. Comprehensive General Liability:

Bodily Injury	\$1,000,000	each occurrence
	\$2,000,000	aggregate

Property Damage	\$2,000,000	each occurrence
Or Combined Single Limit of	\$3,000,000	
2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.		
3. Comprehensive Automobile Liability (Including all owned, non-owned, and hired vehicles)		
Bodily Injury	\$1,000,000	each person
	\$2,000,000	each occurrence
Property Damage	\$2,000,000	each occurrence
Or Combined Single Limit of	\$3,000,000	

The Contractor may purchase, at its own expense, such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 13 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses, and bonds required by law or ordinance and maintain the same in full force and effect.

ARTICLE 14 – Subcontracting and Assignment

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not award, assign, transfer, or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.
- C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 15 – Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act on behalf of the Contractor.

ARTICLE 16 – Termination

The City and the Contractor may terminate this Contract as follows:

- A. *For Cause.* Either party may terminate this Contract by written notice immediately upon the occurrence of any one or more of the following events:
 - 1. Failure of a party to cure any material breach of this Contract within ten (10) days of written notice from the non-breaching party. The notice of the breach shall describe the breach in reasonable detail.
 - 2. Deception, fraud, misrepresentation, or dishonesty by the other party, or any act of omission that unreasonably interferes with the other party's business.
 - 3. The filing of any voluntary or involuntary petition with respect to the other party under the United States Bankruptcy Code, insolvency of the other party, an assignment for the benefit of creditors, or liquidation of the other party's business.
- B. *Without Cause.* The City may terminate this Contract at any time upon written notice to the Contractor.
- C. *Lack of Funds.* This Contract is subject to appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate this Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of this Contract. Upon receipt of the written notice, the Contractor shall cease all work associated with this Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized work/services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. The City will give the Contractor as much notice as feasible when terminating this Contract under this provision.

In the event of termination, any and all reports and other documentation prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

ARTICLE 17 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion, or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects, and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Contract of this

requirement and shall ensure compliance therewith.

ARTICLE 18 – Personnel

- A. The Contractor represents that it has or will secure, at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

ARTICLE 19 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. The City can audit the Contractor's and the Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 20 – Non-Waiver

It is further agreed that one or more instances of forbearance by the City or the Contractor in the exercise of its rights herein shall in no way constitute a waiver thereof.

ARTICLE 21 – Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

ARTICLE 22 – Incorporation of Provisions Required by Law

Each provision and clause required by law to be inserted into this Contract shall be deemed to be enacted herein and this Contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, this Contract shall be amended to make such insertion on application by either party.

ARTICLE 23 – Mandatory Non-Boycott of Israel

The Contractor acknowledges that this Contract will be terminated and void, and payment withheld, if this certification is inaccurate:

Pursuant to Tennessee law (Tennessee Code Annotated §12-4-119), the Contractor certifies that it is not currently engaged in, and will not be engaged in, a boycott of the State of Israel and Israeli-controlled territories for the duration of the term(s) of this Contract.

This provision is not applicable to contracts with a total potential value of less than \$250,000.00 or to contractors with less than ten (10) employees.

ARTICLE 24 – Iran Divestment

The Contractor acknowledges that this Contract will be void at initio, and payment withheld, if this certification is inaccurate:

Pursuant to Tennessee law (Tennessee Code Annotated §12-12-101 et. seq, known as the Iran Divestment Act), the Contractor certifies that it is not on the list of persons engaging in investment activities in Iran as described in Tennessee's Iran Divestment Act and, therefore, ineligible to contract with the State of Tennessee. Further, the Contractor certifies that it will not utilize the services of any subcontractor for services under this Contract that is identified by the State of Tennessee as engaging in investment activities in Iran in violation of the Iran Divestment Act.

This provision is not applicable to contracts with a total potential value of less than \$1,000.00.

ARTICLE 25 – Severability

If any of the terms, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, conditions, or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ARTICLE 26 – Entire Agreement

This Contract, including all exhibit and appendices attached and incorporated by reference, embodies the complete and whole agreement of the parties. There are no prior oral or written representations, terms, conditions, promises, or agreements between the parties relating to matters herein, and except as otherwise provided herein. This Contract cannot be modified except by a written amendment(s) signed by the parties.

ARTICLE 27 – Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Oak Ridge, Tennessee; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Anderson County, Tennessee, or in the United States District Court for the Eastern District of Tennessee, Knoxville Division.

ARTICLE 28 – Governing Law

This Contract is governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its Mayor or City Manager, by authority duly given.

(Signature page follows)

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

Tammy M. Rackard, City Attorney

Signature

(Printed or Typed Name and Title)

(CONTRACTOR)

Signature

(Printed or Typed Name and Title)

Attachments: Specifications (Attachment A)
 Bid Documents
 Contractor's Bid

Approved by Resolution _____

SPECIFICATIONS

PROJECT: EMERGENCY FIRE VEHICLE INSPECTIONS, REPAIRS, AND MAINTENANCE

The City is seeking qualified vendor(s) with five (5) or more years of experience to provide semi-annual inspections, repair, and maintenance (including a comprehensive preventative maintenance program) for the following Fire Department emergency vehicles:

Shop ID No.	Equip	ID No.	Vehicle Designation	Year	Make / Model	Assignment	Assigned Station	Engine Model	Trans.	Pump	GPM
471	FD024		Engine 1	Aug-14	Sutphen Engine	Pumper	Station 1	Cummins ISX 12 500 HP	Generation 5 Allison EVS4000 6 spd.	Hale Qmax 150	1500
474	FD027		Engine 2	00/2017	Sutphen Engine	Pumper	Station 2	Cummins ISX 12 500 HP	Generation 5 Allison EVS4000 6 spd.	Hale Qmax 150	1500
473	FD026		Engine 3	Aug-14	Sutphen Engine	Pumper	Station 3	Cummins ISX 12 500 HP	Generation 5 Allison EVS4000 6 spd.	Hale Qmax 150	1500
472	FD025		Engine 4	Aug-14	Sutphen Engine	Pumper	Station 4	Cummins ISX 12 500 HP	Generation 5 Allison EVS4000 6 spd.	Hale Qmax 150	1500
330	FD018		Tower 10	Jan-98	Sutphen Aerial Truck	Aerial Tower	Station 2	60 Series Detroit 470 HP	Allison HT-740-D 4 Speed Auto	Hale	1500
329	FD017		Engine 6	Jan-98	Sutphen Engine	Pumper	Station 3	60 Series Detroit	Allison HD 460 P	Hale	1500
327	FD015		Engine 7	Jan-98	Sutphen Engine	Pumper	Station 1	60 Series Detroit	Allison HD 460 P	Hale	1500
328	FD016		Engine 8	Jan-98	Sutphen Engine	Pumper	Station 4	60 Series Detroit	Allison HD 460 P	Hale	1500
478	FD028		Brush Truck	Sep-20	Dodge 5500/Anchor Richey	Brush	Station 1	Cummins 6.7 Liter Turbo	Alisin 6 spd Auto	Hale 28 hp Kubota	290
322	FD013		Rescue 11	2001	Ford F-450	Lt. Rescue	Station 1	7.3 Ford Diesel		N/A	N/A
375	FD022		Rescue 30	May-13	Sutphen / Dodge 5500	Lt. Rescue	Station 3	6.7L L6 Cummins Turbo Diesel	Alisin6-Speed Auto Trans W/OD: aux trans cooler	N/A	N/A
361	FD020		Rescue 40	00/1993	International / Pierce	Hvy. Rescue	Station 4	DTA 466	Allison 643 Transmission	N/A	N/A
390	FD023		Rescue 390	Jan-94	Navistar 4900 Rescue	Med. Rescue	Station 4	DTA 466	MD3060-CR Allison 6 spd. Automatic	N/A	N/A
365	FD021		Hazmat	00/1991	Chevrolet	Hvy. Hazmat	Station 4	Cat 3116 6.6 liter diesel	MT 643 Allison Automatic	N/A	N/A

The successful bidder shall meet the following requirements:

- Provide a complete NFPA 1911 preventative maintenance inspection twice a year on Fire Department vehicles/apparatus listed above with dates to be established between the successful bidder and the City.
- Provide full service twice a year on Fire Department vehicles/apparatus listed above with dates to be established between the successful bidder and the City.
- Provide annual pump testing on Fire Department vehicles/apparatus listed above with dates to be established between the successful bidder and the City.
- Provide a NFPA 1071 technician at least two (2) days a week for repairs and preventative maintenance at one (1) of the city-owned facilities, with days to be determined by the Fire Department. All bidders must have technicians that are Emergency Vehicle Technician (EVT) certified in order to work on these vehicles.

City facilities are:

- Fire Station #1 – 2097 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830
- Fire Station #2 – 609 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830
- Fire Station #3 – 333 Tuskegee Drive, Oak Ridge, Tennessee 37830
- Fire Station #4 – 652 Enrichment Street, Oak Ridge, Tennessee 37830
- Meet all requirements of NFPA standards, including but not limited to:
 - 1911 – Standards for the Inspection, Testing, and Retirement of In-Service Automotive Fire Apparatus
 - 1071 – Emergency Vehicle Technician Professional Qualifications
- Must have the capability to perform maintenance and repairs to all aspects of emergency vehicles (pump, engine, transmission, electrical, etc.)
- Must be on-site of an emergency breakdown of a vehicle/apparatus within four (4) hours from the time of contact or leaving a voicemail message to, at a minimum, diagnose the problem.
- Must supply all tools and equipment required to perform service and repairs.
- Must provide the City's Project Manager with an estimate of repair cost and estimated completion time prior to any work. The City's Project Manager will give authorization to proceed with, or may disapprove of, the proposed repair(s).
- Must notify the City if hidden damage is found once the repair has started stating the extent of the damage and provide the City with a written estimate and pictures (if possible) of the additional repairs needed. The additional repairs must also be approved by the City's Project Manager. Should the damage be of exceptional proportions continually, the City shall have the right to audit the Contractor.
- The same technician shall be made available each visit if at all possible.

- The Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within forty-eight (48) hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within forty-eight (48) hours to correct defects, the City shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expenses reasonably incurred by the City. If faulty labor or workmanship becomes excessive in the opinion of the City the Contract will be subject to cancellation and awarded to the next lowest bidder or rebid at the City's sole discretion.
- All invoicing presented to the City shall have the vehicle/apparatus identification number, work completed, cost, and warranty information on the invoice prior to submittal for payment.
- All of the Contractor's employees must wear a uniform or company shirt and a badge with the employee's name and company name when performing work for the City under this Contract.
- The Contractor agrees to accept such work as may be determined by the City's Project Manager as an emergency, and further agrees to give such emergency work priority over all other work of the Contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2024

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Jacobs-Weber, Inc. P.O. Box 67 Yoakum, TX 77995	CONTACT NAME: Kathi Mauzy	
	PHONE (A/C, No, Ext): 361-298-1050 FAX (A/C, No): 361-293-3074	
	E-MAIL ADDRESS: KMaury@jacobs-weber.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Fire Insurance Company	19682
INSURED Siddons-Martin Emergency Group, LLC 1362 East Richey Road Houston, Texas 77073	INSURER B: Hartford Casualty Insurance Company	29424
	INSURER C: Hartford Underwriters Insurance Company	30104
	INSURER D: Navigators Specialty Insurance Company	36056
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Garage Operations GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	41 UEN OI8044	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	41 UEN OI8045	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	65 HHU OP0037	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	41 WE OI8H2N	03/01/2024	03/01/2025	<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
A	Customers Autos/Stock Autos			65 UUN SV6BYH	03/01/2024	03/01/2025	Limit of Insurance \$45,587,500
D	Pollution Liability	Y	Y	NY21ESPZ07GB3IC	03/02/2021	03/02/2026	Occ/Agg Limit \$5MIL/\$5MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Oak Ridge, Tennessee is an additional insured including primary noncontributory and waiver of subrogation when required by a written contact or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Oak Ridge
Legal Department
PO Box 1
Oak Ridge, TN 378310001

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

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Amendment #1

This Amendment #1 ("Amendment") entered into this 18th day of June, 2025, by and between the City of Oak Ridge, Tennessee, a municipal corporation ("City"), and Siddons-Martin Emergency Group LLC, 1362 Richey Road, Houston, Texas 11073, a Texas limited liability company registered with the Tennessee Secretary of State ("Contractor").

WITNESSETH

WHEREAS, on July 8, 2024, the City and Contractor entered into a Contract ("Contract") for emergency fire vehicle inspections, repair and maintenance in an amount not to exceed \$200,000.00; and

WHEREAS, the parties now desire to amend the Contract to change the compensation to an amount not to exceed \$300,000.00.

NOW, THEREFORE, in consideration of the foregoing, the parties do hereby agree as follows:

1. Article 7, Section A, is hereby amended to change the total cost of performance and completion of all work under the Contract from \$200,000.00 to a new not to exceed amount of \$300,000.
2. All other terms and conditions of the Contract, as amended, and not in conflict with this Amendment #1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment # 1 as of the day and year first above written.

APPROVED AS TO FORM AND LEGALITY:




Tammy M. Rackard, City Attorney

CITY OF OAK RIDGE, TENNESSEE:



Randall W. Hemann, City Manager

SIDDONS-MARTIN EMERGENCY GROUP LLC



Signature

Marc Bane

(Printed or Typed Name and Title)

Approved by Resolution 2-18-2025

Amendment #2

This Amendment #2 entered into this ____ day of _____, 2025, by and between the City of Oak Ridge, Tennessee, a municipal corporation ("City"), and Siddons-Martin Emergency Group LLC, 1362 Richey Road, Houston, Texas 11073, a Texas limited liability company registered with the Tennessee Secretary of State ("Contractor").

WITNESSETH

WHEREAS, on July 8, 2024, the City and Contractor entered into a Contract ("Contract") for fire and emergency vehicle inspections, repair, and maintenance; and

WHEREAS, on June 18, 2025, the parties executed Amendment #1, changing the compensation to an amount not to exceed \$300,000.00 for Fiscal Year 2025 (July 1, 2024 – June 30, 2026); and

WHEREAS, the Contract is set to expire on June 30, 2025; and

WHEREAS, the Contract allows for five (5) additional fiscal year renewal periods at the City's sole option; and

WHEREAS, on June 9, 2025, by Resolution 6-69-2025, City Council approved the first renewal of the Contract for Fiscal Year 2026 (July 1, 2025 – June 30, 2026); and

WHEREAS, the parties desire to change the compensation for Fiscal Year 2026 to an amount not to exceed \$300,000.00.

NOW, THEREFORE, in consideration of the foregoing, the parties do hereby agree as follows:

1. The City hereby exercises its renewal option to extend the Contract for Fiscal Year 2026 (July 1, 2026 – June 30, 2026).
2. Article 7, Section A, is hereby amended to change the total cost of performance and completion of all work under the Contract to a not to exceed amount of \$300,000.00 for Fiscal Year 2026 (July 1, 2025 – June 30, 2026).
3. All other terms and conditions of the Contract, as amended, and not in conflict with this Amendment #2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 as of the day and year first above written.

APPROVED AS TO FORM AND LEGALITY:



Tammy M. Rackard, City Attorney

CITY OF OAK RIDGE, TENNESSEE:



Randall W. Hemann, City Manager

SIDDONS-MARTIN EMERGENCY GROUP LLC

Marc Bane

Marc Bane (Jul 9, 2025 05:57 CDT)

Signature

Marc Bane, Regional Service Director

(Printed or Typed Name and Title)

Approved by Resolution 6-69-2025







Oak Ridge, City of Amendment 2

Final Audit Report

2025-07-09

Created:	2025-07-08
By:	Debbie Langston (dlangston@siddons-martin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkT9WxEDCYZDchVsZDd3TiGNE4fziZuW-

"Oak Ridge, City of Amendment 2" History

-  Document created by Debbie Langston (dlangston@siddons-martin.com)
2025-07-08 - 9:47:58 PM GMT
-  Document emailed to mbane@siddons-martin.com for signature
2025-07-08 - 9:48:48 PM GMT
-  Email viewed by mbane@siddons-martin.com
2025-07-09 - 10:56:28 AM GMT
-  Signer mbane@siddons-martin.com entered name at signing as Marc Bane
2025-07-09 - 10:57:38 AM GMT
-  Document e-signed by Marc Bane (mbane@siddons-martin.com)
Signature Date: 2025-07-09 - 10:57:40 AM GMT - Time Source: server
-  Agreement completed.
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