



LEGAL NOTICE

INVITATION TO SUBMIT QUOTATIONS

The Town of Smyrna will accept quotations on annual fire apparatus inspection and servicing for the Fire Department. Bidders shall submit sealed quotations in the format specified in the Invitation to Submit Quotations no later than **10:30 a.m. June 27, 2018** at which time bids will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Smyrna Town Hall during regular business hours or www.townofsmyrna.org. Quotations should be mailed or hand delivered to:

Rex S. Gaither
Smyrna Town Hall
**Sealed Bid Annual Fire Department
Apparatus Servicing / June 27 @ 10:30 a.m.**
315 South Lowry Street
Smyrna, TN 37167

The Town of Smyrna will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

Verbal quotations or quotations received after the closing date will not be accepted. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town.

SUBMITTED BY: REX S. GAITHER
FINANCE DIRECTOR

TO BE RUN: June 14, 2017

COMPANY

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SECTION I - GENERAL INFORMATION

- A. The Town of Smyrna desires to obtain quotes on annual fire apparatus inspections, maintenance, services and repairs for the Fire Department for a two year term ending June 30, 2020. This work shall be performed by Certified EVT Emergency Vehicle Technicians who have been factory trained in inspection, testing, and repair of fire pumps, piston pumps, aerial devices, as well as other hydraulic and mechanical systems related to Emergency Fire Apparatus. Bidder must be presently working on this type apparatus with favorable references from at least 2 other Fire Departments. Bidder must provide all necessary tools and equipment to perform annual pump certification to meet NFPA requirements.

Smyrna Town Hall location
315 South Lowry Street
Smyrna, TN 37167

Smyrna Fire Station
145 South Lowry Street
Smyrna, TN 37167

Questions should be directed to James Heath (615) 459-9735 ext. 103 or e-mail: james.heath@townofsmyrna.org.

- B. The Town of Smyrna reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the Town. No bid may be withdrawn after the scheduled closing time for a period of 90 days.
- C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the specifications.
- D. Section III, IV and Agreement shall be completed and included as an integral part of each bidders proposal.
- E. Freight shall be paid by vendor and should be included in unit price bid.
- F. The Town is a tax exempt organization.
- G. Mail is delivered after 11:00 a.m. Monday through Friday.
- H. Bid quotations must be submitted on the Town's quotation page(s).
- I. The Town of Smyrna, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, handicap or national origin in consideration for an award.
- J. By submission of this bid, each bidder/proposer 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 that each bidder is not on the list created pursuant to T.C.A. § 12-12-106 Iran Divestment Act.

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn_Code_Ann_12-12-106_Iran_Divestment_Act-July.pdf

SECTION II - SPECIFICATIONS FOR SERVICING

The Town of Smyrna requests annual quotations on apparatus inspections and repairs. Semi Annual inspections shall take place in April and October. The attached checklist on page 19 shall be completed and submitted upon the completion of inspection and servicing of each apparatus. The price quoted should include all oils, filters, grease, pump packing adjustment, pump test, brake and, if applicable, clutch adjustments. Any defects found will be repaired at normal shop labor rate per hour plus parts. Vendor will provide a detailed written quote with breakdown of parts, labor and any travel expenses prior to start of repair work. Authorization from Chief Culbertson or designee is required before repairs are made. Services, inspections and minor repairs will be performed on site, any major repairs requiring lifts, heavy jacks, welding, or engine work will be quoted and may be done at Bidders facility. The invoice will include a detailed breakdown of all charges on repair work performed.

THIS ORDER WILL EXPIRE JUNE 30, 2020. Upon mutual agreement of both parties, the bid quotes may be renewed by the Town of Smyrna for a period of two successive two year periods under the same price, terms, and conditions as submitted in this proposal.

Contract Agreement

Successful bidder will be expected to enter into a contract Agreement with the Town of Smyrna. Agreements shall be signed and attested, but not dated, by the proper business representative and **submitted with the bid proposal**. An executed contract will be forwarded to winning vendor after Council approval.

APRIL INSPECTIONS AND REPAIRS

ENGINE LUBRICATION

- Change oil
- Change oil filter
- Check engine for leaks

COOLING SYSTEM

- Check coolant level and change coolant filter
- Test coolant Nitrite level (1200 ppm), adjust as required
- Test coolant antifreeze protection level and adjust as required to protect engines from extreme weather conditions for this area
- Inspect belts for wear and tension, adjust or replace as needed for proper operation
- Inspect hoses for deterioration, replace as needed for proper operation
- Inspect radiator for cooling efficiency, circulation, and condition
- Test radiator cap to meet engine pressure rating for cooling system
- Pressure test system for leaks
- Inspect water pump for leaks
- Inspect fan drive and clutch

AIR INDUCTION SYSTEM

- Inspect air filter, replace as required based on condition at time of inspection
- Check system for leaks, broken clamps and deterioration of components
- Check turbocharger performance

FUEL SYSTEM

Replace all fuel filters, primary and secondary
Inspect fuel lines and tanks for deterioration
Test system for leaks
Check fuel condition, add treatment as required

LIGHTING / WARNING SYSTEM

Check and inspect for damage to insure apparatus meets DOT lighting standards
Check upper warning operation and inspect for damage
Check lower warning operation and inspect for damage
Check operation of horn air and electrical system
Check all interior and exterior lights
Check siren operation

ELECTRICAL SYSTEM

Check starter operation
Check voltage reading
Check AMP reading (charge-discharge)
Check wiring for deterioration / corrosion
Inspect alternator belt for wear
Check alternator belt tension, adjust as required
Check battery electrolyte level, adjust as required

BRAKES

Inspect brake shoes/pads for wear limits
Check chambers for leaks
Check S cams for excessive wear
Adjust as required
Check system for leaks (air/hydraulic)
Check fluid levels, adjust as required (hydraulic)
Check parking brake operation
Check service brake operation

FIRE PUMP

Inspect body for cracks and excessive rust
Check mount bolts, tighten as required
Check pump packing, adjust as required
Check pump transmission for leaks and attaching hardware
Check drive lines and linkage operation
Check primer operation
Check valves and piping (leaks and secure)
Check valve controls and linkage
Check relief valve/ governor operation
Check drain valve operation
Check gauges and pump controls
Check and lube pump drive "U" joints
Change pump oil
Check anodes if equipped
Run pump and check all valves for unusual wear and internal or external leakage

CHASSIS

- Lubricate chassis
- Check drive shafts and “U” joints
- Check power steering fluid levels, adjust as required
- Check springs (broken / loose)
- Check spring “U” bolts (broken / loose)
- Check differential for contamination
- Check differential fluid level, adjust as required
- Check wheel lugs (broken / loose)
- Check axle shaft bolts (broken / loose)
- Check attaching hardware on chassis (broken/ loose/ missing)

TRANSMISSION

- Check transmission fluid for contamination
- Change fluid
- Change internal filter
- Change external filter
- Inspect linkage
- Inspect breather for proper operation
- Check pump lock up operation
- Adjust clutch (manual transmission)

ROAD TEST

- Check braking performance
- Check steering
- Transmission (shifting, vibration and slippage)
- Check engine performance

CAB AND BODY

- Check all glass for breaks or chips
- Check door latches for proper operation
- Check interior lights (dash display, dome, work, etc.)
- Check compartment lights
- Check door hinges (alignment / loose/ broken)
- Check cab and compartment door seals
- Check all switches for proper operation on cab and compartments
- Check for body damage
- Check for body corrosion

AERIAL DEVICE

- Check turntable bolts (torque to mfg. Spec as required)
- Change hydraulic oil as required based on oil condition
- Change hydraulic filter as required
- Check aerial operations
- Lubricate waterway tubes and seals
- Lubricate slides/ rollers as required
- Lubricate extend / retract cables as required
- Lube lift cylinder and extension cylinder pivot pins
- Check nozzle operation
- Check aerial lighting for proper operation

Check outrigger operation
Lube outriggers as required
Check wiring for deterioration
Check hydraulic hoses for damage and deterioration
Check ladder rungs, rails, and or platform for damage
Check and replace worn or missing ladder glide pads
Check hydraulic system for leaks
Check breathing air system for leaks and record most recent hydrostatic test date to insure that it does not exceed 5 years.
Check breathing air hoses for damage or deterioration

OCTOBER INSPECTIONS AND REPAIRS

ENGINE LUBRICATION

Change oil
Change oil filter
Check engine for leaks

COOLING SYSTEM

Flush coolant system and change coolant filter
Test coolant Nitrite level (1200 ppm), adjust as required
Test coolant antifreeze protection level and adjust as required to protect engines from extreme weather conditions for this area.
Inspect belts for wear and tension, adjust or replace as needed for proper operation
Inspect hoses for deterioration, replace as needed for proper operation
Inspect radiator for cooling efficiency, circulation, and condition
Test radiator cap to meet engine pressure rating for cooling system
Pressure test system for leaks
Inspect water pump for leaks
Inspect fan drive and clutch

AIR INDUCTION SYSTEM

Replace Air Filter
Check system for leaks, broken clamps and deterioration of components
Check turbocharger performance

FUEL SYSTEM

Replace all fuel filters, primary and secondary
Inspect fuel lines and tanks for deterioration
Test system for leaks
Check fuel condition add treatment as required

LIGHTING / WARNING SYSTEM

Check and inspect for damage to insure apparatus meets DOT lighting standards.
Check upper warning operation and inspect for damage
Check lower warning operation and inspect for damage
Check operation of horn air and electrical system (all interior and exterior lights)
Check siren operation

ELECTRICAL SYSTEM

- Check starter operation
- Check voltage reading
- Check AMP reading (charge-discharge)
- Check wiring for deterioration / corrosion
- Inspect alternator belt for wear
- Check alternator belt tension, adjust as required
- Check battery electrolyte level, adjust as required

BRAKES

- Inspect brake shoes/pads for wear limits
- Check chambers for leaks
- Check S cams for excessive wear
- Adjust as required
- Check system for leaks (air/hydraulic)
- Check fluid levels, adjust as required (hydraulic)
- Check parking brake operation
- Check service brake operation

FIRE PUMP

- Inspect body for cracks and excessive rust
- Check mount bolts, tighten as required
- Check pump packing, adjust as required
- Check pump transmission for leaks and attaching hardware
- Check drive lines and linkage operation
- Check primer operation
- Check valves and piping (leaks and secure)
- Check valve controls and linkage
- Check relief valve/ governor operation
- Check drain valve operation
- Check gauges and pump controls
- Check and lube pump drive "U" joints
- Change pump oil
- Check anodes if equipped
- Run **annual** pump service test per NFPA 1911 section 5.1 as required by ISO
at Smyrna Fire Department Test Facility, 630 East Enon Springs Road.

CHASSIS

- Lubricate chassis
- Check drive shafts and "U" joints
- Check power steering fluid levels, adjust as required
- Check springs (broken / loose)
- Check spring "U" bolts (broken / loose)
- Check differential for contamination
- Check differential fluid level, adjust as required
- Check wheel lugs (broken / loose)
- Check axle shaft bolts (broken / loose)
- Check attaching hardware on chassis (broken/ loose/ missing)

TRANSMISSION

- Check transmission fluid for contamination change as needed
- Check fluid levels (adjust as required)
- Check transmission fluid for contamination
- Change internal filter as needed
- Change external filter as needed
- Inspect linkage
- Inspect breather for proper operation
- Check pump lock up operation
- Adjust clutch (manual transmission)

ROAD TEST

- Check braking performance
- Check steering
- Transmission (shifting, vibration and slippage)
- Check engine performance

CAB AND BODY

- Check all glass for breaks or chips
- Check door latches for proper operation
- Check interior lights (dash display, dome, work, etc.)
- Check compartment lights
- Check door hinges (alignment / loose/ broken)
- Check cab and compartment door seals
- Check all switches for proper operation
- Check for body damage
- Check for body corrosion

AERIAL DEVICE

- Check turntable bolts (torque to mfg. spec as required)
- Change hydraulic oil as required, based on oil condition
- Change hydraulic filter as required
- Check aerial operations
- Lubricate waterway tubes and seals
- Lubricate slides/ rollers as required
- Lubricate extend / retract cables as required
- Lube lift cylinder and extension cylinder pivot pins
- Check nozzle operation
- Check aerial lighting for proper operation
- Check outrigger operation
- Lube outriggers as required
- Check wiring for deterioration
- Check hydraulic hoses for damage and deterioration
- Check ladder rungs, rails, and or platform for damage
- Check and replace worn or missing ladder glide pads
- Check hydraulic system for leaks
- Check breathing air system for leaks and record most recent hydrostatic test date to insure that it does not exceed 5 years.
- Check breathing air hoses for damage or deterioration

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the State of Tennessee and shall be statutory. Employers Liability shall be included with a minimum limit of \$500,000 per accident/per disease/per employee.

2. Commercial General Liability

Commercial General Liability insurance shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. It shall include completed operations, product liability and personal injury liability insurance.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. It shall also include coverage for loading and unloading hazards.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to the Town of Smyrna. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Town, its elected and appointed officials, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor.
- b. The Contractor's insurance shall be primary as respects the Town, its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Town of Smyrna shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its elected and appointed officials, agents, employees and volunteers for losses arising from work performed by the Contractor for the Town of Smyrna.

3. All Coverages

- a. Prior to commencement of services, the Contractor shall furnish the Town with original certificates and amendatory endorsements effecting required coverage.
- b. Such insurance shall be maintained from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Town as a material breach of contract.
- c. Replacement certificates, policies and endorsements shall be provided to the Town for any such insurance expiring prior to the completion of services.
- d. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Town of Smyrna. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- e. The insurance companies issuing the policies shall have no recourse against the Town of Smyrna for payment of premiums or for assessments under any form of the policies.
- f. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- g. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its elected and appointed officials, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies licensed to conduct business in the State of Tennessee. All insurance must be underwritten by insurers with an A.M. Best Company ratings of no less than an A.

E. VERIFICATION OF COVERAGE

The Contractor shall furnish the Town with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Town before work commences and upon any contract renewal thereafter.

Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

The Certificate of Insurance naming the "Town of Smyrna" as **Additional Insured** shall be addressed to the attention of:

Town of Smyrna
Department of Safety & Risk Management
ATTN: Kay Charles
315 S Lowry St
Smyrna, TN 37167

The Town reserves the right to request complete certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies **OR** shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Town of Smyrna reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS' COMPENSATION INDEMNITY

In the event Contractor is not required to provide or is exempt from providing workers' compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers, under any circumstances. The parties also hereby agree that the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the Town of Smyrna, its elected and appointed officials, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this contract.

HOLD HARMLESS AND INDEMNITY REQUIREMENT:

Contractor shall indemnify and hold harmless, to the maximum extent permitted by law, the Town of Smyrna and its officers, agents, employees, volunteers, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in Contractor's performance of this Agreement.

The Contractor further agrees to indemnify for claims, loss, damages or expenses attributable to bodily injury, sickness, disease, death, personal injury or property damage caused in whole or in part by the contractor, its subcontractors, officers, agents, volunteers, employees and anyone acting on behalf of the contractor, including anyone directly or

indirectly employed or hired by the contractor and anyone for whose acts the contractor may be liable regardless of whether or not it is caused in whole or in part by the negligent act, error, or omission of the Town, its elected and appointed officials, agents, employees and volunteers

Pursuant to Tennessee Attorney General Opinion 93-01, the Town will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

APPLICABLE LAW:

Any contract resulting from this RFP shall be governed by and construed under the laws of the State of Tennessee.

SECTION III - PRICE QUOTATION FOR APPARATUS SERVICING

UNIT	YEAR-MAKE MODEL	TAG #	V.I.N. #	SERVICING FOR	
				APRIL	OCTOBER
Ladder #1	1996 Spartan GA40L-2142 Aerial	GR 2639	4S7AT9D03TC019282	\$	\$
Ladder #2	1996 Spartan GA40L- 2142 Aerial	GR 2642	4S7AT9D03TC019283	\$	\$
Haz-Mat #1	1991 GMC TopKick / Kodiak TC 7	GM 5577	1GDM7H1J6MJ511873	\$	\$
54 Engine #5	1983 Mack MC686F	GJ 4258	1M1H143C9DM001112	\$	\$
55 Engine #2	1999 Freight Liner FL-80	FD 1895	1FV6JJCBOYHG10107	\$	\$
56 Engine #3	1989 Mack MC-686F	FD 0628	1M2H197CKM001038	\$	\$
58 Engine #4	1991 International 4900	FD 0649	1HTSDNZROMH367731	\$	\$
60 Brush Truck	1985 International 1800	GN 2601	1HTLFHXLOFHA40685	\$	\$
61 Engine #1	1995 International 5300	GR 2170	1HTSDADR6SH655167	\$	\$
53 Engine #6	2005 American La France Freight Liner MM1600645S	GX 3169	1FVHC5DE05HU50550	\$	\$
Service Company 3	2003 Freightliner FL-70 Rescue Master	FD 1937	1FVABTAKX4DM25454	\$	\$

UNIT	YEAR-MAKE MODEL	TAG #	V.I.N. #	SERVICE FOR	
				APRIL	OCTOBER
Service Company 1 Heavy Rescue	2011 Spartan Gladiator Marion Cummins ISL 450	6504 GA	4S7AT2097BC074225	\$	\$
Tower 1	2008 Spartan 100' Aerial Platform Tank Cap. 500 Gal. Pump 2,000 GPM Detroit 60 515 H.P.	FD 2872	4S7AX2F968C070421	\$	\$

SHOP LABOR RATE PER HOUR \$ _____

APRIL TOTAL \$ _____

OCTOBER TOTAL \$ _____

GRAND TOTAL \$ _____



AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 201____, by and between _____, a _____ (the “Bidder”) and the Town of Smyrna, Tennessee, a Tennessee municipal corporation (the “Town”) for the purpose of _____

WHEREAS, the Bidder has submitted a quotation for the provision of certain products and/or services to the Town, all in accordance with the terms of the Invitation to Submit Quotations attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit A (the “ISQ”), and which Quotation from the Bidder is attached hereto and incorporated herein by reference as if set forth at length verbatim as Exhibit B (the “Quotation”); the ISQ and the Quotation, together with any and all ancillary documents thereto, shall be collectively referred to herein as the “Bid Documents”); and

WHEREAS, the Town now desires to accept the Bidder’s quotation, in accordance with the terms set forth in such Bid Documents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Acceptance of Bid Documents. The terms of the Bid Documents, as incorporated herein by reference, are hereby accepted by the parties hereto. The Bidder hereby agrees to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein. The Town hereby accepts the Bidder’s quotation to provide the goods and/or services contemplated by such Bid Documents in accordance with the terms set forth therein.

2. Entire Agreement. This Agreement, including the exhibits and any other documents referred to herein or therein, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior written or oral agreements and understandings between the parties with respect to its subject matter and may not be altered, modified or amended, in whole or in part, except by the express written authorization and consent of the parties hereto.

3. Severability. This agreement constitutes the product of negotiations of the parties hereto and any enforcement of hereof will be interpreted in a neutral manner and not more strongly against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

4. Limitation of Liability. The Town of Smyrna shall not be liable for any loss, claim, expense or damage caused by, contributed to by or arising out of the acts or omission of Bidder or third parties, whether negligent or otherwise.

5. Warranties. The Bidder warrants to the Town that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, suitable for the purpose for which the materials and equipment are furnished, and in conformance with the Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6. Indemnification. The parties hereto agree that Vendor shall indemnify The Town for any and all claims of negligence, tortious conduct or otherwise unlawful acts committed by Vendor in the performance of their obligations under the terms of the original agreement or this addendum to agreement and Vendor agrees to pay any and all costs associated with the enforcement of the terms of this indemnity agreement by The Town, including but not limited to court costs, civil judgments, assessments or any other reasonable fees associated therewith. This clause shall survive the expiration or termination of the original contract or this addendum to agreement and shall remain in full force and effect until the expiration of any applicable statute of limitation. In addition, The Town is prohibited by Tennessee law, as a political subdivision of the State of Tennessee, to agree to indemnify any private or public Vendor or contracting party and all reference to the local government providing indemnification shall be null and void by attaching signature to this addendum.

7. Attorney Fees. The parties hereto agree that The Town shall be in no event liable for any attorney's fees which Vendor may incur due to breach of the original agreement or this addendum agreement by either party; and further, The Town shall not acquiesce to any term of the original contract/agreement that indicates or infers The Town may or shall be responsible for the fees of another party or the Vendor's attorney fees.

8. Mediation. The Town may, at its option, require the attempted resolution of any dispute arising under the original contract or this addendum to agreement by mediation prior to the filing of any lawsuit or other claim. Should any dispute arise, Vendor shall provide the Town notice of any intent to file suit by certified mail. The Town shall notify the Vendor of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If the Town does not exercise its right to mediation, Vendor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties.

9. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Tennessee, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee.

10. Applicable Law / Choice of Forum and Venue. The parties' choice of forum and venue shall be exclusively in the courts of Rutherford County, Tennessee. Any provision of the Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

BIDDER

By: _____

Title _____

ATTEST:

TOWN OF SMYRNA, TENNESSEE

By: _____

Name: Mary Esther Reed

Title: Mayor

ATTEST:

Dianne Waldron, Town Clerk

TOWN OF SMYRNA, TN FIRE DEPARTMENT

APPARATUS INSPECTION / SERVICE CHECKLIST

DATE _____
UNIT NO. _____ **MFG** _____ **MILEAGE** _____
ENGINE MOD. _____ **ENGINE S/N** _____
TRANS MOD. _____ **TRANS S/N** _____ **TRANS ASM. NO** _____
FIRE PUMP MFG _____ **PUMP CAPACITY** _____ **S/N** _____

ENGINE LUBRICATION

- ___ CHANGE OIL
- ___ CHANGE OIL FILTERS
- ___ CHECK FOR LEAKS

COOLING SYSTEM

- ___ COOLANT LEVEL
- ___ COOLANT PH
- ___ ANTI FREEZE PROTECTION
- ___ BELT TENSION AND WEAR
- ___ HOSES
- ___ RADIATOR CONDITION
- ___ RADIATOR CAP
- ___ PRESSURE TEST FOR LEAKS
- ___ WATER PUMP
- ___ FAN HUB OR DRIVE

AIR INDUCTION SYSTEM

- ___ REPLACE AIR FILTER
- ___ CHECK FOR LEAKS
- ___ TUBRO PERFORMANCE

FUEL SYSTEM

- ___ REPLACE FILTERS
- ___ LINE CONDITION
- ___ TEST FOR LEAKS
- ___ CONDITION OF FUEL

LIGHTING / WARNING SYSTEM

- ___ DOT LIGHTING
- ___ UPPER WARNING
- ___ LOWER WARNING
- ___ HORN AIR AND ELECTRIC
- ___ SIREN ELECTRIC AND MECHANICAL

ELECTRICAL

- ___ STARTER
- ___ VOLTAGE READING
- ___ AMPS (CHARGE-DISCHARGE)
- ___ WIRING CONDITION
- ___ ALTERNATOR
- ___ BELTS
- ___ BATTERY

BRAKES

- ___ ADJUSTMENT / WEAR
- ___ AIR LEAKS
- ___ VACUUM LEAKS
- ___ HYDRVAC FLUID LEVEL
- ___ PARKING BRAKE (AIR -HYD-MECH)

FIRE PUMP

- ___ BODY (CRACKS AND RUST)
- ___ MOUNTING BOLTS
- ___ PACKINGS
- ___ PUMP TRANSMISSION
- ___ DRIVE TRAIN AND LINKAGE
- ___ PRIMING SYSTEM
- ___ VALVES AND PIPING
- ___ DRAINS
- ___ GAUGES AND PUMP CONTROLS
- ___ PUMPDRIIVE LINE U JOINTS
- ___ CHANGE PUMP OIL
- ___ CHANGE AUTO LUBE OIL
- ___ ANODES
- ___ ANNUAL PUMP TEST

CHASSIS

- ___ LUBRICATE
- ___ DRIVE LINE & U JOINTS LUBE
- ___ STEERING
- ___ POWER STEERING FLUID LEVEL
- ___ SPRINGS (BROKEN / LOOSE)
- ___ U BOLTS
- ___ AIR COMPRESSOR
- ___ DIFFERENTIAL
- ___ WHEEL LUG
- ___ AXLE SHAFT NUTS
- ___ LUBE LEVELS

ROAD TEST

- ___ BRAKING PERFORMANCE
- ___ STEERING AND ALIGNMENT
- ___ TRANSMISSION (SHIFTS AND VIBRATION)
- ___ ENGINE PERFORMANCE

TRANSMISSION

- ___ FLUID LEVELS
- ___ FLUID CHANGE
- ___ INTERNAL FILTER CHANGE
- ___ EXTERNAL FILTER CHANGE
- ___ LEAKS
- ___ BREATHER
- ___ CLUTCH ADJUSTMENT
- ___ SHIFT LINKAGE
- ___ MODULATOR
- ___ PUMP/ ROAD LOCK UP SYSTEM

CAB AND BODY

- ___ GLASS (BROKEN/ CHIPS)
- ___ DOOR LATCHES
- ___ DOOR HINGES
- ___ INTERIOR LIGHTS
- ___ COMPARTMENT LIGHTS
- ___ CAB / COMPARTMENT DOOR SEALS
- ___ SWITCHES AND CONTROLS
- ___ BODY DAMAGE
- ___ CORROSION

AERIAL DEVICE

- ___ TURN TABLE BOLTS
- ___ HYDRAULIC OIL
- ___ HYDRAULIC FILTER
- ___ AERIAL OPERATION
- ___ LUBE WATER WAY
- ___ LUBE SLIDES AND ROLLERS AS REQUIRED
- ___ LUBE EXTEND AND RETRACT CABLES
- ___ LUBE LIFT AND EXTENSION CYLINDER PIVOT PINS
- ___ NOZZLE OPERATION
- ___ OUT RIGGER OPERATION
- ___ LUBE OUT RIGGERS AS REQUIRED
- ___ AERIAL LIGHTING
- ___ WIRING CONDITION
- ___ HYDRAULIC HOSE CONDITION
- ___ LADDER RUNGS ,RAILS, PLATFORM DAMAGE
- ___ HYDRAULIC SYSTEM LEAKS
- ___ BREATHING SYSTEM (LEAKS AND DAMAGE)
- ___ BREATHING AIR BOTTLE HYDROSTATIC TEST DATE
 _____ NOT TO EXCEED 5 YEARS
- ___ LUBRICATE PER MFG SPECIFICATIONS

DATE COMPLETE _____

TECHNICIAN _____

SECTION IV - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the apparatus servicing shall be in complete accordance with the specifications detailed herein.

Bidders shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this bid. Bidders should provide complete detail of exceptions or deviations.

Proposal Exceptions

Section	Brief Description
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the bid not noted above. The undersigned hereby declares that no person or party other than the undersigned have any interest whatever in this proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

COMPANY

FAX NUMBER

REPRESENTATIVE NAME & TITLE

TELEPHONE NUMBER

SIGNATURE

E-MAIL ADDRESS