



Doc ID: 021399600005 Type: REL
Kind: RESOLUTION
Recorded: 12/28/2023 at 08:11:36 AM
Fee Amt: \$35.00 Page 1 of 5
Washington County, AR
Kyle Sylvester Circuit Clerk

File **2023-00033188**

RESOLUTION NO. 2023-12-1094R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT AND ADDENDUM WITH SIDDONS MARTIN EMERGENCY GROUP, LLC FOR PURCHASE AND PAYMENT IN 2026 FOR ONE (1) 1289 PIERCE CUSTOM SABER FR PUMPER, 2ND GEN FOR THE TONTITOWN FIRE DEPARTMENT.

WHEREAS, the Tontitown Fire Department is in need of new apparatus in order to protect the safety of the citizens of law, and ensure that the law fire department is equipped with reliable apparatus to complete its mission of protecting Tontitown's citizens; and

WHEREAS, the Fire Chief has made inquiries with the vendors who can supply the firefighting apparatus with the specifications required by the Tontitown Fire Department and has determined that the quote from Siddons Martin Emergency Group, LLC for one (1) 1289 Pierce Custom Saber FR Pumper, 2nd Gen, attached hereto as Exhibit "A", provides the best price and the crucial supply to obtain the apparatus, which necessitates the waiver of competitive bidding; and

WHEREAS, upon execution of an agreement, the apparatus will be manufactured for delivery in 2026 and payment will not be due until such time in 2026 when the apparatus is ready for delivery; and

WHEREAS, the City Council has determined that it is in the best interest and benefit to the community to authorize the Mayor to enter into an agreement and addendum with Siddons Martin Emergency Group, LLC for purchase and payment in 2026 for one (1) 1289 Pierce Custom Saber FR Pumper, 2nd Gen for the Tontitown Fire Department, and to waive competitive bidding for the same.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tontitown, Arkansas:

Section 1. Competitive bidding is hereby waived, and the Mayor is hereby authorized to enter into an agreement and addendum with Siddons Martin Emergency Group, LLC, attached hereto as Exhibit "A", for the purchase of one (1) 1289 Pierce Custom Saber FR Pumper, 2nd Gen for the Tontitown Fire Department in the year 2026.

Section 2. The Mayor is directed to bring forward recommendations for payment and/or financing of this purchase, which will take place in 2026.

Section 3. The Mayor and her designee are hereby authorized to take all such action as necessary in connection therewith.

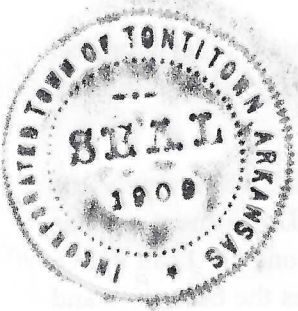
PASSED AND APPROVED this 19 day of December 2023.

APPROVED:

Angela Russell
Angela Russell, Mayor

ATTEST:

Rhonda Ardemagni
Rhonda Ardemagni, City Clerk-Treasurer
(SEAL)



Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

December 12, 2023

Ryan Krug, Chief
TONTITOWN FIRE DEPARTMENT
141 S E ZULPO ST
TONTITOWN, AR 72770



Proposal For: Tontitown City Pumper

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to TONTITOWN FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB TONTITOWN FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount	
Qty. 1 - 1289 - Pierce-Custom Saber FR Pumper, 2nd Gen		
(Unit Price - \$830,605.00)		
Delivery within 29-30 months of order date		
QUOTE # - SMEG-0006803-2		
	Vehicle Price	\$830,605.00
	Loose Equipment or Truck Changes	\$100,000.00
	1289 - UNIT TOTAL	\$930,605.00
	SUB TOTAL	\$930,605.00
	HGAC FS12-23 (FIRE)	\$2,000.00
	TOTAL	\$932,605.00

Price guaranteed until 1/31/2024

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Scott Jones

I, _____, the authorized representative of TONTITOWN FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

ADDENDUM

RE: ADDENDUM TO CONTRACT PROPOSAL FOR TONTITOWN CITY PUMPER DATED DECEMBER 12, 2023 ("AGREEMENT") BETWEEN SIDDONS MARTIN EMERGENCY GROUP, LLC ("SELLER") AND TONTITOWN, ARKANSAS ("PURCHASER") FOR THE PURCHASE OF A FIRE APPARATUS.

Notwithstanding any other terms and conditions of the Agreement, the parties hereby agree as follows. In the event of a conflict, the terms of this addendum shall control.

Choice of Forum, Venue, and Consent to Jurisdiction. Any and all claims or causes of action related in any way to this Agreement shall be filed only in the courts of the State of Arkansas for Washington County or the United States District Court for the Western District of Arkansas, which shall have exclusive jurisdiction over any disputes which arise between the parties under this Agreement, whether in law or in equity. Each of the parties expressly agrees, consents, and stipulates that venue shall be exclusively within said courts. Each of the parties expressly agrees, consents and stipulates to the exercise of personal jurisdiction over it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein.

Choice of Law. The Agreement, and any amendments thereto, shall be governed by the laws of the State of Arkansas.

CITY OF TONTITOWN :

Signature: Angela Russell

Name: Angela Russell

Title: Mayor

Date: 12-21-23

THE VENDOR:

Signature: _____

Name: _____

Title: _____

Date: _____

THIS AGREEMENT TO CONTRACT FOR THE PURCHASE OF THE PROPERTY DESCRIBED IN THE INSTRUMENT DATED 12/28/2023, BETWEEN THE SELLER, [Name], and the BUYER, [Name], for the purchase of the property described in the instrument dated 12/28/2023.

Notwithstanding any other terms and conditions of the Agreement, the parties hereby agree as follows: In the event of a conflict, the terms of this instrument shall control.

Grant of Easement. Vendor and Grantee do hereby agree that the easement described in this Agreement shall be held only in the name of the State of Arkansas for Washington County or the United States District Court for the Western District of Arkansas, which shall have exclusive jurisdiction over any dispute which arises between the parties under this Agreement, whether in law or in equity. Each of the parties expressly agrees, covenants, and stipulates that none shall be deemed to be a party to this Agreement, and stipulates to the exercise of personal jurisdiction over it and subject matter jurisdiction over any such controversy arising between the parties being only to the extent stated herein.

Choice of Law. The Agreement and any amendments thereto shall be governed by the laws of the State of Arkansas.

THE SELLER:

Name: _____
Title: _____
Date: _____

CITY OF TONTON:

Name: _____
Title: _____
Date: 12-28-23

Washington County, AR
I certify this instrument was filed on
12/28/2023 08:11:36 AM
and recorded in Real Estate
File Number 2023-00033188
Kyle Sylvester - Circuit Clerk

by _____