

BAKER COUNTY



COVER PAGE

BAKER COUNTY EMERGENCY MANAGEMENT DEPARTMENT

Department of interior (DOI) Fire Slip-on Tanker project

[RFP NO. 2024/25-001]

Date of Issue: November 6, 2024

Closing Date and Time: November 21, 2024 at 4:00 pm PST

REQUEST FOR PROPOSAL (RFP)

Single Point of Contact (SPC):

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

In March of 2024, the Baker County Board of Commissioners authorized Baker County Emergency Management to move forward with a required letter of interest for a Department of Interior (DOI) Fire Slip-on Tanker Grant.

In April of 2024, Baker County Emergency Management/Fire Division received a letter announcing Phase II of the application process, and an invitation to submit a full application package. In order to maximize the likelihood of multiple agencies receiving a benefit throughout Baker County, Emergency Management combined the needs of (5) Fire Departments/Districts into one grant application.

In June of 2024, during Phase II of the application process Baker County Emergency Management/Fire Division provided the Department of Interior (DOI) Slip-on Tanker Grant with a full application.

In September of 2024, Baker County was notified that the (DOI) Grant was successful and provided a fully executed Grant letter with an official start date of September 19, 2024.

On October 2, 2024, the Baker County Board of Commissioners authorized Emergency Management to identifying interested manufacturing fire equipment companies and establishing a bid process according to Baker County policy.

THIS IS A WRITTEN INVITATION TO BID THE BAKER COUNTY (DOI) FIRE SLIP-ON TANKER PROJECT.

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times listed in Pacific Time and all dates listed are subject to change.

Event	Date	Time
RFP Publications and Online Notices East Oregonian (print), eastoregonian.com, bakercityherald.com, lagrandeobserver.com, and bakercountyor.gov (online)	Nov 6 & 13, 2024	
Questions/ Requests for Clarification	Nov 15, 2024	1700 PT
RFP Protest Period Ends	5 calendar days after questions due	
RFP Closing (Proposal Due)	Nov 21, 2024	1600 PT
RFP Open, Review, Rank/Score will be held at 2200 Fourth Street, Baker City Oregon 97814	Nov 22, 2024	1700 PT
Commission Approval to Award / Contract Review Board	December 18, 2024	
Issuance of Notice of Intent to Award (approx.)	December 18, 2024	
Award Protest Period Ends	5 calendar days after Notice of Intent to Award	

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP, identified on the Cover Page, along with the SPC’s contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: OVERVIEW AND SCOPE

2.1 OVERVIEW

This RFP anticipates the award of an agreement for the work, materials and service described by this Scope of Work.

Work shall consist of furnishing all labor, materials, equipment, and services, incidental and implied for the complete construction of two (2) 200 Gallon Slip-on Tank Units and three (3) 300 Gallon Slip-on configured units – for a total of five (5) Fire Slip-on Units that meet all minimum specifications (See Attachment C for minimum build specifications), or equal alternatives, provided by the proposer. All items, including those not specifically mentioned, but required to make the Slip-on Units complete and meet required standards shall be automatically included.

2.2 SCOPE OF WORK

The successful Contractor will provide the following:

- A. Two (2) Department of Interior (DOI) 200 Gallon configured Fire Slip-on Units to (DOI) specifications and three (3) 300 Gallon configured Fire Slip-on Units. (See Attachment C for Minimum Build Specifications).
- B. Cost associated with delivery of all Slip-on Units shall be included in the bid, but must be highlight separately, allowing for all means of delivery considered by Baker County, or other agencies involved with the project.
- C. The Proposer must meet the highest standards prevalent in the fire equipment manufacturing industry.

SECTION 3: MINIMUM QUALIFICATOINS AND PROPOSAL REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

- A. Company participating in this bid invitation must be licensed and bonded in Fire Equipment Construction, Sales and Services to be considered for work. Prequalification for work is not required.
- B. The proposed Bid price must be submitted on the prescribed **Price Proposal form**, Attachment B, in a separate sealed envelope, marked plainly as “Baker County DOI Slip-on Tanker Project.”
- C. Proposal must meet minimum specifications as outlined in Attachment C.

3.2 PROPOSAL REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe Product and Services performed. Proposal should not include extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal, unless requested. Proposal should be straightforward and address the requests of the RFP. Proposal containing unsolicited marketing or advertising material may receive a lower evaluation score if specific information is difficult to locate.

Firms interested in submitting proposals as detailed in this RFP shall submit one (1) original hard copy proposals and one (1) .pdf copy on a flash drive. Authorized representative shall sign the proposal. Failure to do so may subject the proposal to rejection by the County. Proposals must address the following items used as the Evaluation Criteria;

Proposals must include:

- A. **BACKGROUND INFORMATION:** A one-page cover with a short introduction and information/history of the company. Include a description of experience in the successful completion of similar services.
- B. **SCOPE OF WORK:** Using the project Overview and Scope of Work (Section 2, above), outline a work plan including a proposed project schedule, start and end date with an explanation of workflow and any potential constraints. **Describe capacity to complete the unit build project - construction of (5) Slip-on Units which includes (2) – 200 Gallon Units and (3) – 300 Gallon Units.**

- C. **COST SUMMARY:** Pricing and fee schedules should be sufficiently descriptive to facilitate acceptance of a proposal and must be included with the Proposed Price form. Delivery options considered in the scoring criteria during the Evaluation process.
- D. **PRODUCT OFFERING:** Describe materials, elements of equipment, installation requirements, warranty and exclusions. **These should reflect the elements identified in the Department of Interior (DOI) Minimum Specifications. (See Attachment C)**

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP notice will be published in the Eastern Oregonian and online at bakercityherald.com, lagrandeobserver.com, and eastoregonian.com. The RFP and attachments will be located on the front page of the Baker County, Oregon Official Website – bakercountyor.gov. The RFP will be sent to those contractors who have contacted the county asking for RFP information.

Modification requests, if any, to this RFP may be made by written Addenda. Addenda incorporated into the RFP by this reference.

4.2 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email, following a phone call and notification message if necessary;
- Reference the RFP number;
- Identify Proposer's name and contact information;
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule.

4.3 SOLICITATION PROTESTS

4.3.1 Protests

If a proposer wishes to object to any aspect of procurement, the proposer may file a written protest at the County Commissioner's Office (1995 3rd Street, Baker City, OR 97814). The protest must include all grounds for the protest and all supporting evidence, in the form of documents, affidavits and the like. A protest must be filed promptly, as soon as the protester knows of the grounds for the protest. Protest of any aspect of requests for proposals must be filed before solicitation closing date. County will notify all proposers of intent to award five (5) days before contract takes affect. All protests regarding contract award must be filed before contract takes effect.

PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. The County is not responsible for any delays in mail or by common carriers

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or by transmission errors or delays, or for any mis-delivery. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

Delivery through Mail or Parcel Carrier

Delivery through Email to the SPC listed on the cover page

A Proposal may be submitted through the mail or via parcel carrier, and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify the Proposer’s name and the RFP number. It must be sent to the attention of the SPC at the address listed on the Cover Page, **and must be received by the Closing Date and Time.**

Delivery in Person

A Proposal can be hand delivered, but it must be clearly labeled and submitted in a sealed envelope, package or box. **A Proposal accepted prior to Closing Period, during normal County office hours, except during State of Oregon holidays and other times when the County Courthouse is closed.** The outside of the sealed submission must clearly identify the Proposer’s name and the RFP number, and delivered to the attention of the SPC at the address listed on the Cover Page.

4.4 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wants to make modifications to a submitted Proposal it must submit its modification in one of the authorized methods listed in the Proposal Delivery Options section. To be effective the notice must include the RFP number and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a written notice signed by an authorized representative of its intent to withdraw to the SPC via email prior to closing in accordance with OAR 125-247-0440. To be effective the notice must include the RFP number.

4.5 PROPOSAL DUE

A Proposal, including all required submittal items, received by the SPC on or before Closing Date and Time. All Proposal modifications or withdrawals must also be received prior to Closing.

A Proposal received after Closing will be considered LATE and NOT accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

PROPOSAL REJECTION

The County may reject any or all Proposals, if such rejection would be in the public interest, as determined by the County, for any reason including any of the following:

- Proposer fails to comply with all prescribed RFP procedures and requirements, including but not limited to, the requirement that Proposer has authorized representative sign the Proposal.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer attempts to influence the proposal evaluator.
- Proposal is a condition of the County’s acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

4.6 EVALUATION PROCESS

4.6.1 Responsiveness and Responsibility determination

Baker County Emergency Management will make initial determinations of responsiveness and responsibility of each proposal.

4.8.2 Responsiveness determination

A Proposal received prior to Closing Date and Time (November 21, 2024 at 4pm) will be determine if it is Responsive to all RFP requirements including compliance with Minimum Qualifications section and Proposal Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected, however, Agency may waive mistakes in accordance with OAR 125-247-0470.

4.6.2 Evaluation Criteria

SPC may request further clarification to assist in gaining additional understanding of Proposal. **A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.**

Evaluation of each Proposal and allocation of points for each criteria made by Baker County Emergency Management, or an evaluation committee selected by Baker County Emergency Management.

Scoring Matrix	Points
<ul style="list-style-type: none"> • Proposer has at least three (3) years’ experience in manufacturing of fire slip-on units. <p>Provide an example of previous projects similar in nature, with customer contact information.</p>	10
<ul style="list-style-type: none"> • All units, built to DOI specifications? • Considerations for enhancements or improvements to the operation or maintenance of the units? 	40
<ul style="list-style-type: none"> • Warranty explanation and the number of years of coverage 	10
<ul style="list-style-type: none"> • Pricing base bid and all considerations for quality vs. price • Billing practices (% payments or lump sum) convenience to owner 	20
<ul style="list-style-type: none"> • Timeline for Completion (Build Time) 	20
Scoring Matrix Total	100

4.7 NEXT STEP DETERMINATION

At the conclusion of the scoring, the County may choose to conduct additional round(s) of competition and scoring if it is in the best interest of the County. Additional rounds of competition may consist of, but

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not limited to:

- Serial or simultaneous negotiations
- Best and Final Offers

County may request best and final offers from those proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial proposal received. Therefore, proposals should include the Proposer's best terms from a price and technical standpoint.

In case of a tie, highest ranking proposals will be evaluated based on preferences outlined in ORS 279A.120 (Preference for Oregon Goods and Services; Non-resident Bidders), ORS 279A.125 (Preference for Recycled Materials).

4.8 RECOMMENDATION

The proposal representing each unit price and scoring criteria will be recommended to the Baker County Contract Review Board for consideration and final award.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Intent to Award Notice

The County will notify all Proposers in writing that the County intends to award a Contract to the selected Proposer subject to successful negotiation of any negotiable provisions.

5.1.2 5.1.3 Protest Protests

County will notify all proposers of **intent to award five (5) days before contract takes effect**. All protests regarding contract award filed before contract takes effect.

5.2 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

The proposer selected for a Contract award under this RFP will be required to execute a Contract consistent with the Sample Contract Terms and Conditions, attached as Attachment A1, comply with all applicable provisions of Baker County Standard Contract Provisions, attached as Attachment A2, and to submit additional information and comply with the following:

5.2.1 Performance and Payment Bond

Not Applicable.

5.2.2 Public Works Bond

Not Applicable.

5.2.3 Commencement of Work

The Contractor shall commence no work until the Protest of Awards deadline has passed,

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any protest has been decided, and a contract has been fully executed.

5.2.4 Business Registry

If selected for award, is the Proposer recognized by the State of Oregon to transact business in the State of Oregon before executing the Contract? Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

5.2.5 Pay Equity Compliance

As required by [ORS 279B.235 or ORS 279C.520], Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee’s membership in a protected class.

“Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor’s compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

5.3 CONTRACT NEGOTIATION

5.3.1 Negotiation

After selection of an Apparent Successful Proposer, County may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions set forth in the Contract Terms and Conditions (Attachment A1) and the Baker County Standard Contract Provisions (Attachment A2).

Proposer must submit any requested exceptions to the County during the Questions / Requests for Clarification period set forth in Section 1.2. Unless the County agrees to modify any of the terms and conditions, County intends to enter into a Contract with the successful Proposer consistent with the Contract Terms and Conditions (Attachment A1) and Baker County Standard Contract Provisions (Attachment A2).

It may be possible to negotiate some provisions of the final Contract; however, County is not required to make any changes and many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased cost to the County.

Any subsequent negotiated changes are subject to prior approval of the Baker County Board of Commissioners.

The County reserves the right to negotiate the Scope of Work, Unit Price, and any other material term, at the sole discretion of the County.

In the event that the parties have not reached mutually agreeable terms within 30 calendar days, the County, at its discretion, may terminate Negotiations and commence Negotiations with the next highest ranking Proposer.

SECTION 6: ADDITIONAL INFORMATION

6.1 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, the County encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. The County also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit:

<https://oregon4biz.diversitysoftware.com/FrontEnd/ContractorSearchPublic.asp?XID=6787&TN=oregon4biz>

6.2 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon and Baker County. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Baker County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or consent to the jurisdiction of any court.

6.3 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection after the County issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of the County. By submitting a Proposal in response to this RFP, Proposer grants the County a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal,

negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.4 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

The County may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any

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time when the rejection or cancellation is in the best interest of the County. The County is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal. ORS 279B.100

6.5 COST OF SUBMITTING A PROPOSAL

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

ATTACHMENT A1: CONTRACT TERMS AND CONDITIONS

BAKER COUNTY PUBLIC EQUIPMENT PURCHASE CONTRACT FOR BAKER COUNTY EMERGENCY MANAGEMENT

This contract (“Contract” and/or “Agreement”) is between BAKER COUNTY (“County” and/or “Owner”) and

_____ (“Contractor”), referred to collectively as the “Parties.”

The Parties agree as follows:

1. **Effective Date.** This Contract shall become effective on the date this Contract has been signed by all the Parties and all required approvals have been obtained, whichever is later.
2. **Contract Documents.** This Contract shall consist of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.
 - a. **Baker County Standard Contract Provisions**
 - b. **Baker County Emergency Management RFP**
 - c. **Contractor Response to Baker County Emergency Management RFP**
 - d. **Attachment C— DOI Minimum Specifications / Scope of Work**

Contract Price. The Owner will compensate the Contractor for Work on the firm fixed-price amount of \$_____, inclusive of all tools, equipment, labor and materials necessary to perform and complete a good and workmanlike manner the work described in the Scope of Work, below. If the project is done on a time and materials basis, the contractor’s listing of wage rates, material unit costs and overhead charges for the Work is attached to this Contract.

3. **Scope of Work.** The Project consists of the Scope of Work (“Work”) as described in the Baker County Emergency Management RFP, Section 2, attached and hereby incorporated by reference.
4. **Representatives.** Contractor has named _____ as its Authorized Representative to act on its behalf. Owner designates _____ as its Authorized Representative.
5. **Tax Compliance.** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that they are authorized to act on behalf of Contractor, they have authority and knowledge regarding Contractor’s payment of taxes, and to the best of their knowledge, Contractor is not in violation of any Oregon tax laws, as defined in any Oregon statute.
6. **Failure to Perform.** Consequences for Contractor’s failure to perform all requirements under this contract include, without limitation, all consequences outlined in ORS 279B.055(2)(h).
7. **Non-Resident Bidders.** If Contractor meets the definition of Non-Resident Bidder, as used in ORS 279A.120, Contractor will report to Department of Revenue on forms provided by the department before receiving final payment on this contract. ORS 279A.120

8. **Integration. The Contract documents constitute the entire agreement between the Parties.** There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that they have read this Contract, understands it, and agrees bound by its terms and conditions.

Contractor Signature

Print Name

Title

Date

BAKER COUNTY BOARD OF COMMISSIONERS

Shane Alderson, Chair

Christina Witham, Commissioner

Bruce Nichols, Commissioner

Date

ATTACHMENT A2: Baker County Standard Contract Provisions

Except as otherwise provided in the solicitation document or otherwise approved by Baker County and its legal counsel, the following standard public contract provisions shall be included expressly by reference in each contract of Baker County.

1. Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor. ORS 279C.505
2. Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund (SAIF) and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract. ORS 279C.505
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim. ORS 279C.505
4. Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279C.505
5. For Public Improvement Contracts and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or contractor by reason of the contract. The payment of a claim in a manner authorized here shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved. ORS 279C.515
6. Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service. 279B.230, 279C.530
7. For Public Improvement Contracts, the Contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505
8. With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:
 - a. All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days Monday through Friday, or
 - b. All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Thursday, and
 - c. All work performed on the day specified in ORS 279B.020 (1) for non-public improvement contracts or ORS 279C.540 (1) for public improvement contracts.

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For personal service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 or 653.261 or under 29 USC Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 2791C.540 (for non-public improvement contracts) including contracts involving collective bargaining agreements, contracts for services and contracts for fire prevention and suppression. This paragraph does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

9. For Public Works projects subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 276a): (1) If the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the state prevailing rate of wage as required by ORS 279C.800 to 279C.870; and (2) If the federal prevailing rate of wage is higher than the state prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the federal prevailing rate of wage as required by the Davis-Bacon Act. ORS 279C.840
10. As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. Entities which have enacted such laws or regulations include the following: Federal: Department of Agriculture, Forest Service, Soil Conservation Service, Army Corps of Engineers, Department of Energy, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Coast Guard, Federal Highway Administration, Water Resources Council, and Department of Homeland Security. State: Department of Administrative Services, Department of Agriculture, Department of Consumer and Business Services, Oregon Occupational Safety and Health Division, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Land Conservation and Development, Department of Parks and Recreation, Soil and Water Conservation Commission, State Engineer, Department of Transportation, State Land Board, Water Resources Department. Local: City Councils, County Boards of Commissioners, County Service Districts, Sanitary Districts, Water Districts, Fire Protection Districts, Weed Districts and Planning Commissions.

If new or amended statutes, ordinances or regulations are adopted or the Contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection, which requires compliance with

federal, state or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the Contractor shall have all the rights and obligations specified in ORS 279C.525. ORS 279C.525

11. The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs, and overhead per ORS 297C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract. ORS 279C.655, ORS 279C.660 and ORS 279C.665
12. If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this subsection, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contact in order to provide similar services or goods from a different contractor. ORS 294.100
13. By execution of the contract, contractor certifies, under penalty of perjury that:
 - a. To the best of contractor’s knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and
 - b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.
 - c. Contractor prepared its bid or proposal related to this Agreement independently from all other bidders or proposers, and without collusion, fraud or other dishonesty.
14. Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal. ORS 279A.120, ORS 279A.128
15. Contractor agrees not to assign the contract or any payments due under the contract without the proposed assignee being first approved and accepted in writing by the County. ORS 294.100
16. Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.
17. The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor’s failure to obtain full information in advance in regard to all conditions pertaining to the work.
18. All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.
19. The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractor Board registration or Landscape Contractor Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits or certificates is grounds for rejection of a bid or immediate termination of the contract.

20. Unless otherwise provided, data which originates from the contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under the contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of the contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under the contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.
21. If as a result of the contract, the contractor produces a report, paper publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 ½” by 11” paper, the contractor shall use recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements. In all other cases Contractor shall make reasonable efforts to use recycled materials in the performance of work required under the contract. ORS 279A.125
22. As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved, site, if feasible and cost-effective,
23. When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract, price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. ORS 279A.120
24. In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for violation of or to interpret any of the terms of the contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
25. Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under the Contract or exercise any control over the activities of Contractor. Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265. Contractor covenants for itself and its successors in interest and assigns that it will not claim or assert that Contractor is an officer, employee or agent of the County, as those terms are used in ORS 30.265.
26. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of drugs while performing work under the Contract.
27. The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
28. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders:

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- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
- b. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
- c. the Americans with Disabilities Act of 1990, as amended and ORS 659A.112 through 659A.139;
- d. Executive Order 11246, as amended;
- e. the Health Insurance Portability and Accountability Act of 1996;
- f. the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- g. the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended;
- h. ORS Chapter 659A, as amended;
- i. all regulations and administrative rules established pursuant to the foregoing laws; and
- j. all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

The above listed laws, regulations and executive orders and all regulations and administrative rules established pursuant to those laws are incorporated by reference herein to the extent that they are applicable to the Contract or required by law to be so incorporated.

29. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

30. Indemnification. To the fullest extent authorized by law, Contractor agrees to indemnify, defend, reimburse and hold harmless County, its officers, employees and agents (the “Indemnified Parties”) from any and all threatened, alleged or actual claims, suits, allegations, damages, liabilities, costs, expenses, losses and judgments, including, but not limited to, those which relate to personal or real property damage, personal injury or death, attorney and expert/consultant fees and costs, and both economic and non-economic losses, to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of Contractor, its employees, subcontractors, or anyone for whose acts Contractor is responsible. If claims are asserted against any Indemnified Party by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor’s indemnification obligation and other obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable to the employee by or for the Contractor or subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

31. For all Public Improvement Contracts, contractor and subcontractors must have must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the contractor or subcontractor is exempt under ORS 279C.836 (Public works bond) (4), (7), (8) or (9). ORS 279C.830

ATTACHMENT B: CONTRACTOR PRICE PROPOSAL RESPONSE

Baker County Emergency Management Proposal Form

Department of Interior (DOI) Fire Slip-on Unit Project RFP 2024/25 – 001
1995 Third Street
Baker City OR 97814

Note: This Page must be fully executed and returned in a separate marked envelope

Entity: _____

Address: _____

Telephone: _____

Base Bid: Construction of Two (2) 200 Gallon Slip-on Units and Three (3) 300 Gallon Units that meet DOI Minimum Specifications, and separate identification of delivery options and associated costs.

Pricing: Two (2) 200 Gallon Slip-on Unit Packages

Pricing: Three (3) 300 Gallon Slip-on Unit Packages

This includes all costs: labor (direct and indirect), equipment, materials, and supplies associated with completion of the project described.

Total Build Pricing: Five (5) Fire Slip-on Units: _____

Total Delivery Pricing: _____

Delivery Costs and Delivery Options:

Printed Name of authorized Representative:

Title:

Authorized Signature:

Date:

Attachment C

Attachment 1- Slip-on Firefighting Unit- Minimum Specifications

The following specifications are for a complete slip-on firefighting unit. The entire slip-on unit shall be mounted on a rectangular platform that is integrated with the water storage tank that can accommodate forklift blades or has integral lifting points. The slip-on unit shall have minimum dimensions of 78 inches long by 48 inches wide (± 0.25 inches). The fully loaded weight of the completed unit shall not exceed the gross vehicle weight rating (GVWR) of the host chassis.

All fasteners and adjustable plumbing brackets used shall be stainless steel. All tubing shall use metal fittings, rated to 500 pounds per square inch and requiring no special tools. No underside nuts or bolts shall be used. Non-slit corrugated loom shall cover all water lines.

The electrical function of the slip-on unit shall be wired to operate only when the master switch is ON.

Pump Motor - Minimum 18 HP output.

The pump shall be driven by a four-cycle gas powered auxiliary air-cooled 4- cycle California Air Resources Board (CARB) compliant electric start engine with backup recoil starter, fixed mounted on the rear and integrated on the slip-on unit.

The pump motor exhaust shall include a US Forest Service (USFS) qualified spark arrestor.

The pump motor shall include a fuel tank with a two-gallon (minimum) capacity, increasing commensurate to tank water capacity.

The pump unit shall be equipped with a low-pressure shutdown switch set at manufacturer's recommended safe pressure.

The pump motor shall be equipped with low oil protection.

All serviceable items such as air filters, oil filters, drains, and fuel pumps shall be accessible for routine maintenance without tools.

There shall be custom fabricated polished aluminum tread plate safety shield(s) to prevent damage or injury if the potential exists for loose clothing, hands, or foreign objects to enter any other moving parts of the auxiliary pump.

The pump motor shall carry a three-year (minimum) warranty.

Pump - The pump shall be capable of delivering the minimum performance requirements from the tank, and at a 5-foot lift through 24 feet of 1½-inch suction hose and a suction strainer. The pump shall be capable of achieving the same minimum performance criteria when water supply is from the water tank through the tank to the pump valve.

Pump Certification - The pump, when dry, shall be capable of taking suction and discharging water in compliance with National Fire Protection Association (NFPA) 1900 (previously 1906). The pump shall be tested at the manufacturer's facility. The conditions of the pump test shall be as outlined and in accordance with current NFPA 1901 (previously 1906).

The pump shall deliver the percentage of rated capacities at pressures indicated: 100% of rated capacities at 150 PSI (1000KPA) net pump pressure.

The pump manufacturer shall certify that the pump can deliver the following minimum capacities as measured at the pump head:

50 GPM at 100 psi net pump pressure 30 GPM at 150 psi net pump pressure 200 psi shutoff pressure

The pump shall have a self-adjusting mechanical pump seal.

Foam System- Optional selection by ordering entity.

Plumbing- All plumbing components shall be fabricated from stainless steel or brass and high- pressure flexible hose where appropriate. All plumbing components shall be designed to allow easy disassembly of components for repairs and maintenance. Full-flow quarter tum ball valves shall be used throughout. All visible quarter tum ball valves shall be in the closed position when the valve handle is perpendicular to the run of the pipe and in the open position when the handle is parallel to the run of the pipe. Any blind valves shall be labeled "open" and "closed." All controls shall be accessible from the ground without climbing onto the utility, platform, or pickup bed.

Valve labeling - Each valve shall be labeled as to its function immediately adjacent to the valve control. The valves shall be labeled in accordance with the US Forest Service valve numbering system in common use with off-road firefighting agencies. A placard with an identification key shall be affixed at the rear of the apparatus.

Suction Side -

- o a manual hand diaphragm primer. The primer shall be equipped with an internal or external check valve. The primer valve shall be labeled #6. The primer shall develop 17 inches of HG vacuum, prime and pump water from a 10-foot lift in 30 seconds (maximum) and pump water from a 17-foot lift.
- o Overboard Suction supply through a minimum 2-inch NH Valve (labeled #8).
- o A Y strainer shall be installed prior to the pump to strain water from both overboard suction and tank. The strainer shall have a screw-off cap to allow access and easy cleaning of the filter element in the field.
- o Tank to Pump line shall be 2-inch (minimum) with valve labeled #1.
- o two (2), eight-foot x 2-inch sections of not collapsible, clear PVC suction hose with appropriate female fittings to attach to Overboard suction and male fittings to attach to foot valve.
- o one (1), two-inch foot valve barrel strainer with appropriated fitting to attach to the suction hose.

Discharge Side-

- o The pump to tank line shall be 1- inch (minimum). The pump to tank line shall include a check valve prior to a quarter tum shut off (labeled #2). A ½-inch pump cooler line shall be installed and plumbed around the pump to tank valve and into the tank fill tower. The cooler line shall include a shut off valve (labeled #17).
- o One (1) 1.5-inch NH rear discharge valve (labeled #3) with chrome cap and aircraft cable retainer shall be installed.

- o One (1) booster hose reel with 1-inch net positive suction head (NPSH) outlet, and capacity for 100 feet of 1-inch inside diameter REELTEX® hose, shall be provided and mounted on the tank module. The reel shall be installed in a fashion that allows unobstructed hose deployment on both the driver and passenger side of the vehicle. Chrome outriggers, spools and roller assemblies shall be installed on both sides of the reel (driver and passenger sides). A one inch (minimum) flexible line shall be plumbed from the discharge plumbing manifold to the hose reel, the line shall be equipped with quarter turn shut off valve (labeled #4) to turn off water supply in the event the supply line or hose on the reel is damaged. The water supply inlet shall be equipped with a 90-degree swivel joint. The reel shall be provided with a 12- volt electric rewind and brake.
- o A check valve(s) shall be installed on each discharge.
- o A placard shall be installed on the slip-on unit with detailed pump operation steps/instructions.

Winterization

- o The pump shall have a drain (labeled #11) at the bottom of the volute that will fully drain the pump.
- o All plumbing shall be capable of being drained for winterization by opening all valves.
- o The tank shall be capable of being drained with gravity (through the tank to pump and suction valves) or retaining the tank water when the plumbing is drained.
- o A placard shall be installed on the slip-on unit with detailed steps/instructions for proper winterization.

Printed Materials for the Pump -

One set of printed operation, service, and parts manuals shall be provided. Each manual shall be presented with a table of contents. Manuals shall contain the following:

Operating instructions, descriptions, specifications, and ratings for the chassis, installed components, and auxiliary systems.

Warnings and cautions pertaining to the operation and maintenance of the fire apparatus and firefighting systems.

Charts, tables, checklists, and illustrations relating to lubrication, cleaning, troubleshooting, diagnostics, and inspections.

Instructions regarding the frequency and procedure for recommended maintenance. Maintenance instructions for the repair and replacement of installed components.

Parts listing with descriptions and illustrations for identification.

Controls/Gauges/Lights-

Any connection to the chassis shall be provided with easy access to simplify and accommodate removal of the unit. A brushed stainless steel control panel shall be provided and located rear-facing. The panel shall be appropriately sized with the controls positioned in a methodical, user-friendly format. The panel shall have an extended top to assist in weather protection and to house the panel light. The Control Panel shall be equipped with a switch for plumbing area lighting, a Liquid filled 2.5-inch (minimum) freeze protected 0-300 psi pressure gauge, an hour meter,

ignition start /stop switch, Twist type throttle control, choke, low pressure shut down switch, and primer controls (if electric). Manual primer controls may be located elsewhere in an easily accessible location.

The plumbing area **and** controls shall be equipped with weatherproof LED lighting.

The Tank shall be equipped with a sight gauge to view the level of water.

Each valve shall be labeled as to its function immediately adjacent to the valve control. The valves shall be labeled in accordance with the US Forest Service valve numbering system in common use with off-road firefighting agencies. A placard with an identification key shall be affixed at the rear of the apparatus.

Water Tank

Water Tank design to maximize water carrying capability while limiting negative effect on chassis center of gravity and stability.

The water tank shall be constructed from ½ (minimum) Polypropylene and have a capacity minimum capacity of 100 Gallons and maximum capacity of 850 Gallons. This material shall be non-corrosive stress relieved thermoplastic, be black in color and U.V. stabilized for maximum protection.

The tank assembly shall be provided with provisions for securely attaching to a pickup bed with accessible hardware for easy removal using a hoist or forklift.

The tank assembly shall have a lifetime warranty to cover defects in workmanship and materials for the service life of the vehicle.

The tank shall be designed to be completely independent of the platform structure. All joints and seams shall be nitrogen- welded inside and out.

All exposed edges on the tank and fill tower shall be rounded off to a ¼- inch radius.

The tank shall have a manual fill tower (labeled WATER) with debris strainer, located on the top at the rear.

The fill tower cap shall be provided with a hinged cover with hinges placed on the cab side. The fill tower shall be constructed of same material as the rest of the tank and shall have a minimum dimension of 6 inches by 6 inches outer perimeter.

The water tank shall be vented.

The tank construction shall meet all baffling requirements of NFPA 1900 (previously NFPA 1906), latest edition.

The tank shall be equipped with an internal piping that terminates ½ inches from the bottom of a sump. The sump shall have a 1.5-inch outlet on the bottom for cleanout and draining.

The tank shall be equipped with an anti-cavitation device.

The tank assembly shall include integrated storage for 200 feet of 1-inch synthetic hose, and the compartment or tray shall allow the hose to be pre-connected to the #3 discharge.

Electrical System -

1 - Qwik-connector (or equivalent) for the 12volt battery to skid unit connection. 4' of 4-gauge (red) and 4' of 4 - gauge (black) battery cables along with male and female connectors are supplied by the manufacturer.

Slip on Unit Warranties

The polypropylene water tank that is specified to be supplied with this slip-on unit shall be warranted by the water tank manufacturer for a "lifetime" period from the date that the slip-on is put into service. The manufacturer shall repair, at no cost to the purchaser, any problems caused by defective materials and /or workmanship. The warranty shall cover the reasonable costs of removing the water tank from the apparatus and reinstalling it after the completion of the covered warranty repairs.

All other materials and workmanship herein specified, including all equipment furnished, shall be guaranteed for a period of ten years after the acceptance date of the apparatus, unless otherwise noted, with the exception of any normal maintenance services or adjustments which shall be required.

Under this warranty, the apparatus manufacturer shall be responsible for the costs of repairs to the apparatus that have been caused by defective workmanship or materials during this period.