



# **KODIAK ISLAND BOROUGH**

## **BAYSIDE FIRE MINIPUMPER RESPONSE VEHICLE** **PROCUREMENT**

**ISSUED: June 17, 2022**

## INVITATION FOR BIDS

The Kodiak Island Borough will receive sealed bids until 2:00 pm (local time), **July 8<sup>th</sup> 2022**, for the **FIRE MINIPUMPER RESPONSE VEHICLE PROCUREMENT**, Kodiak, Alaska.

The scope of work is for a new FIRE RESPONSE VEHICLE or pre-approved equivalent to be used at the BAYSIDE FIRE STATION. The Kodiak Island Borough reserves the right to reject or accept any or all bids, to waive irregularities or informalities in the bid or in the bidding, and to give particular attention to the qualifications of the Bidder.

Complete bid documents are available on the Kodiak Island Borough website at [www.kodiakak.us](http://www.kodiakak.us).

### CONTACT PERSON:

Lee Finlayson, Fire Chief  
Bayside Fire and Rescue  
Kodiak Island Borough  
710 Mill Bay Road  
Kodiak, Alaska 99615  
Phone: (907) 486-9210  
Fax: (907) 486-9347  
Email: [lfinlayson@kodiakak.us](mailto:lfinlayson@kodiakak.us)

### SUBMIT BIDS TO:

Cashiers Office – Room 104  
Kodiak Island Borough  
710 Mill Bay Road  
Kodiak, Alaska 99615

Bids will be received only in the Finance Office and only until the time stated above, at which time they will be publicly opened and read aloud. Bids received after the time stated above will be returned unopened. Bid envelopes must be clearly marked **BAYSIDE MINIPUMPER RESPONSE VEHICLE PROCUREMENT**.

Borough Manager

# **IMPORTANT**

## **BIDDER REGISTRATION FORM**

Upon receipt of these bid documents, the contractor shall fill out the information below and return to the Kodiak Island Borough in order to provide contact information to receive notification about additional information, addendum and any other information which may impact bid time or quantities. Only registered bidders will receive notifications.

### Contractor's Contact Information

Name of Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Return this form via fax, email, regular mail, or hand delivered to the following location:

Lee A Finlayson, Fire Chief  
Bayside Fire and Rescue Department  
Kodiak Island Borough  
710 Mill Bay Road  
Kodiak, Alaska 99615-6398  
Phone: (616) 401 6934  
Fax: (907) 486-9347  
Email: lfinlayson@kodiakak.us

**END OF BIDDER REGISTRATION FORM**

## **I. SCOPE OF WORK**

The Kodiak Island Borough desires to purchase a new fire minipumper response vehicle. Procurement of all specified equipment to include all freight costs to the Kodiak Island Borough Bayside Fire and Rescue, 4606 E Rezanof Dr, Kodiak, Alaska 99615. The fire minipumper response vehicle must be received no later than October 31, 2022

## **II. EQUIPMENT SPECIFICATIONS**

**Please see attached Appendix C.**

## **III. SCHEDULE AND SUBMISSION**

### 1) Schedule

Bid Package Available: June 17<sup>th</sup>, 2022

Questions Due: June 27<sup>th</sup>, 2022, by 2:00pm local time

Sealed Bids Due: July 8<sup>th</sup>, 2022, by 2:00pm local time

Fire minipumper Response Vehicle Delivery Deadline: October 31, 2022

The Borough reserves the right to make adjustments to the above noted schedule as necessary.

### 2) Questions

Bidders may contact the Borough for clarification and information pertaining to this request for bids. Any requests for information or clarification must be submitted in writing by email to Chief Lee Finlayson at [lfinlaysonl@kodiakak.us](mailto:lfinlaysonl@kodiakak.us) before June 27<sup>th</sup> at 2:00 pm local time.

All written questions and written responses to all questions will be posted on the Borough's web page as Addenda and emailed to all registered bidders. All addenda will be included in contract documents.

### 3) Bid Submission

Bids submitted in response to this Invitation to Bid must meet the specifications set forth herein. Only those bidders providing complete information as required will be considered for evaluation. Any major deviation from these specifications will be cause for rejection of the bid at the Borough's discretion.

Bids must include the following information:

Cover Letter, including:

- a) Project title
- b) Name and address of the entity submitting the bid
- c) Contact person's name, mailing or street addresses, phone and fax numbers and email address
- d) Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the bid.

#### Completed Bid Form and Acknowledgement of Addenda

Bidders are required to submit a bid price and acknowledge any issued addenda on the attached **Appendix A**.

The Borough intends to award this contract to the firm that it considers will provide the best overall product. The Borough reserves the right to accept other than the lowest priced offer and to reject any bids that are not responsive to this request.

#### Proposed Equipment

Bidders are required to provide sufficient documentation to define the equipment being provided in this scope of work. Such documentation may include, but is not limited to detailed vendor quote, vendor catalog sheets, general data sheets, drawings and sketches or specification and warranty information.

#### 4) Submittal

One original and one copy of your bid package must be received by the Office of the Borough Finance Office no later than 2:00 P.M. (local time), **July 8<sup>th</sup>, 2022**. Bids shall be sealed and addressed to:

Finance Office – Room 104  
Kodiak Island Borough  
710 Mill Bay Road  
Kodiak, Alaska 99615

The outside of the sealed envelope must be identified as: **BAYSIDE FIRE AND RESCUE MINIPUMPER FIRE RESPONSE VEHICLE PROCUREMENT.**

Late bids and bids sent by facsimile or email will not be accepted. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time, postmarks will not be accepted.

#### **IV. TERMS AND CONDITIONS**

##### 1) Errors and Omissions

Proposers are responsible for reviewing all portions of this Invitation to Bid. Proposers are to promptly notify the Borough, in writing, if the proposer discovers any ambiguity, discrepancy,

omission or other error in the Invitation to Bid. Any such notification should be directed to the Borough promptly after discovery, but in no event later than seven working days prior to the date for receipt of bids.

## 2) Contract

Bid shall be good for 90 days. A successful proposer will be expected to enter into a written contract with the Kodiak Island Borough prior to the purchase of the equipment. A copy of the standard Kodiak Island Borough Equipment Purchase Agreement is attached as **Appendix B**.

## 3) Manufacturer's Name

Any manufacturer's name, trade name, brand name, information and catalog numbers used herein are for purposes of description and establishing general quality levels. References are not intended to be restrictive of any products that manufacturer may offer. The determination as to whether any alternate product or service is equal shall be made by the Kodiak Island Borough and such determination shall be final and binding among all bidders.

## 4) Specifications

Any deviations from bid specifications indicated herein must be clearly stated otherwise it will be considered that items offered are in strict compliance with the specifications, and successful bidder will be held responsible. Deviations must be explained in detail.

## 5) Placing of Orders

The award of this bid does not constitute an order. Before shipments or service provided the bidder must receive a contract approved by the Borough Assembly and signed by the Borough Manager.

**APPENDIX A  
BID FORM**

Company Name \_\_\_\_\_  
Representative Name \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email address \_\_\_\_\_

**Total cost of fire response replacement vehicle:**  
*(if differences exist between the written and printed form, the written form shall prevail)*

\_\_\_\_\_ dollars \$ \_\_\_\_\_  
(written) (printed)

**Separated freight/shipping costs:**

F.O.B. Kodiak: \_\_\_\_\_

F.O.B. Seattle: \_\_\_\_\_

Pickup from Factory/Manufacturer: \_\_\_\_\_

**Bidder is required to acknowledge receipt of all addenda.** Provide the number and date of each. Attach additional sheets if necessary.

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

I have read and understand the requirements of this Invitation to Bid and agree to comply except as noted below:

\_\_\_\_\_  
\_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of individual listed above)

## APPENDIX B

### KODIAK ISLAND BOROUGH EQUIPMENT PURCHASE AGREEMENT`

Contract No.

THIS AGREEMENT made this by **a date to be determined**, between the Kodiak Island Borough, acting by and through its Borough Manager, party of the first part, and **vendor to be named**, hereinafter called the Distributor.

WITNESSETH: That the Distributor, for and in consideration of the payment or payments herein specified and agreed to by the party of the first part, hereby covenants and agrees to furnish a MINIPUMPER FIRE VEHICLE for the Kodiak Island Borough per the Specifications [part of the Contract Documents] for same and for the sum of **00000 thousand & 00/100 (\$XX0,000.00)** Dollars.

The Distributor further covenants and agrees that the manufacturing of said Mini Pumper Fire apparatus shall be done to the complete satisfaction of the Kodiak Island Borough, subject to inspection at all times and approval by any participating agency of the Government of the United States of America, and in accordance with the laws of the State of Alaska and rules and regulations of said Federal Agency.

The Distributor further covenants and agrees that the manufacturing of said Mini Pumper Fire Apparatus shall be done and performed in the best and most workmanlike manner and that all and every of said materials and labor shall be in strict and entire conformity in every respect with the Specifications. Distributor will abide by and perform all stipulations, covenants, and agreements specified in the Contract Documents, all of which are by reference hereby made a part of this Contract, as to all premises therein. In the case of any said materials or labor shall be rejected by the Borough Manager or his assistant or authorized representative, as defective or unsuitable, then the said materials shall be removed or replaced with other approved materials and the said labor shall be done anew to the satisfaction and the approval of the Borough Manager or his representatives, at the cost and expense of the Distributor.

To the fullest extent permitted by law, the Distributor agrees to defend, pay on behalf of, indemnify and hold harmless the Kodiak Island Borough, its elected and appointed officials, employees and volunteers and others working on behalf of the Kodiak Island Borough against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Kodiak Island Borough, its elected and appointed officials, employees, volunteers or others working on behalf of the Kodiak Island Borough, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

The agreement entered into by the acceptance of the Distributor's bid and the signing of this Agreement consists of the following documents all of which are component parts of said Agreement and if not attached, are to be treated as attached.

1. Agreement
2. Invitation to Bid
3. Specifications



In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order. The document or documents assigned the small number or numbers being controlling over any documents having a larger number in the numerical order set forth above.

The Distributor further covenants and agrees that said Mini Pumper Fire Apparatus shall be furnished and delivered to the satisfaction of the herein aforementioned Borough Manager, on or before **October 31, 2022, or date agreed upon in writing between Borough and Distributor**. It is expressly understood and agreed that in case of the failure on the part the Distributor for any reason, except with the written consent of the Borough Manager, to complete the furnishing and delivery of said Mini Pumper Fire Apparatus before the aforesaid date, the party of the first part shall have the right to deduct from any monies due or which may become due the Distributor, or if no monies shall be due, the party of the first part shall have the right to recover One Hundred Dollars (\$380) per day for each and every calendar day elapsing between the time stipulated, and the actual date of delivery in accordance with the terms thereof: said deduction to be made, or said sum to be recovered not as penalty, but as liquidated damages. Provided, however, that upon receipt of written notice from the Distributor of the existing causes over which said Distributor has no control and which must delay the delivery of Mini Pumper Fire Apparatus , the Borough Manager may at his discretion, extend the period herein before specified for the delivery of the said Mini Pumper Fire Apparatus , and in such case the Distributor shall become liable for said liquidated damages for delays commencing from the date on which said extended period shall expire.

The Distributor hereby agrees to receive the prices set forth in the proposal as full compensation for delivering the Mini Pumper Fire Apparatus to complete said Agreement to the satisfaction of the Borough Manager.

It is further distinctly agreed that the Distributor shall not assign this contract, or any part thereof or any right to any of the monies to be paid to a third party.

Payment for services rendered under this Agreement shall be made by the Kodiak Island Borough within thirty [30] days of delivery, acceptance by the Kodiak Island Borough and invoicing by Distributor.

IN WITNESS WHEREOF, The Kodiak Island Borough Manager, by authority in him/her vested, has executed this contract on behalf of the Kodiak Island Borough, and the **vendor to be named** have hereunto set their hands and seals, the day and year first above written.

The terms of this agreement shall be from DATES TO BE DETERMINED.

KODIAK ISLAND BOROUGH

DISTRIBUTOR

By \_\_\_\_\_

By \_\_\_\_\_

Borough Manager

Title:

Attest:

By \_\_\_\_\_

Boroughs Clerk

## APPENDIX C SPECIFICATIONS

### GENERAL SPECIFICATION:

It is the purpose of this specification to describe a MINIPUMPER DIESEL powered, All/four-wheel drive, crew cab, trailer tow package of the manufacturer's latest current model and design.

Unit shall include all standard equipment and accessories as advertised in manufacturer's specification sheet of model offered, unless otherwise specified herein.

### APPLICATION:

General standard Mini Pumper Fire Apparatus pickup vehicle application.

### TYPICAL UNITS:

Ford F-450 or EQUIVOLENT, pre-approved equivalent provided all the following minimum specifications are met.

### 1.0 POWER TRAIN:

#### 1.1 Engine:

- 1.1.1 Diesel – Standard- Range of 300 mile range minimum – 6.0 liter or higher.
- 1.1.2 Pro (110)
- 1.1.3 110-outlet charger for onboard equipment
  - 1.1.3.1 All wiring to be adequately secured and protected in a loom or similar protection.

### 2.0 DRIVE TRAIN:

#### 2.1 Transmission:

- 2.1.1 Power shift at least six speeds, forward and reverse.

#### 2.2 Axles:

- 2.2.1 *4-wheel drive*
- 2.2.2 dually axle

### 3.0 CHASSIS:

3.1 Operating weight One ton or more

3.2 Crew cab, four door 6 ½ foot bed

#### 3.3 Tires:

- 3.3.1 To be 275/65R 18 All-terrain (A/T) Tires or equivalent
- 3.3.2 **Spare Tire with Mounted Wheel:** To be same as above with mounted wheel

3.4 Tow package w/ tow technology package or equivalent

3.5 Pump capable of 1200gpm at minimum with foam application

3.6 Tank capacity 300 gallon minimum

3.7 Hose configuration 4 inch supply line bed with capacity of 400 feet. 3 ½ in rear pre-connect, two 1 ¾ in preconnects in crosslay.

3.8 Shall have 1 in booster reel with 100 ft of light weight booster hose with fog nozzle

3.9 Compartments comparable to a minipumper

### 4.0 ELECTRICAL SYSTEM:

4.1 Master electrical switch to cut off all power source from battery to starter and remainder of electrical system with full factory warranty i.e. 3 to 6 years or 50,000 miles.

- 4.2 Lighting System:
  - 4.2.1 Standard OEM
- 4.3 Two-way radio provided by Bayside for installation.

#### **5.0 CAB:**

- 5.1 Standard OEM
- 5.2 Recirculating personnel heater (Minimum 30,000 BTU) and defroster(s). Defroster(s) to be zoned to windshield wiper area(s), minimum.
- 5.3 Front window wipers and washers. Wiper motors to be highest capacity available from OEM. To include OEM intermittent feature on front minimum.
- 5.4 Sun visors.
- 5.5 Operator's Seat: 6-way adjustable, cloth or cloth/vinyl covered, suspension type with seat belt. 2 rear seats with SCBA mounts in back suspension of seat.
- 5.6 Lockable doors.
- 5.7 Mirrors: To include an LED Side-view mirror spotlights, heated, power glass with turn signal
- 5.8 Horn
- 5.9 To include OEM air conditioning.
- 5.10 Emergency Lighting to NFPA standard to include flashing green LED lights for and aft of Apparatus.
- 5.11 Siren, electronic
- 5.12 winch with front and rear mount

#### **6.0 INSTRUMENTATION:**

- 6.1 All gauges as noted below shall read in U.S. units of measure (not metric) at time of delivery.
- 6.2 Gauges and/or indicators, OEM
- 6.3 Navigation System
- 6.4 Forward Collision warning

#### **7.0 MISCELLANEOUS:**

- 7.1 Key FOB
  - 7.1.1 Three (3) sets of keys, minimum, to be provided.
- 7.2 Backup Alarm: Electronic,
- 7.3 Fire decals and emergency lighting to be provided.
- 7.4 Warranty: Standard warranty.
- 7.5 Paint: Manufacturer's standard Red Metallic paint with rock protection on bottom quarter
- 7.6 Publications:
  - 7.6.1 To include parts, service, and operator's manuals.
- 7.7 Shipping prices to be outlined on Appendix A of Request for Proposals to include
  - 7.7.1 F.O.B Kodiak
  - 7.7.2 F.O.B. Seattle
  - 7.7.3 Pick-up direct from manufacturer or assembly plant

#### **SPECIAL TERMS AND CONDITIONS**

##### **8.0 DELIVERY:**

- 8.1 Pre-delivery service: Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection must include the following (as applicable to the type of equipment):

- 8.1.1 Dealer and vehicle identification
- 8.1.2 Check-off of service and inspection performed including a list of all fluids including type, weight and specification that are in the equipment as delivered for all fluid compartments.
- 8.1.3 The vehicle's differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
- 8.1.4 Battery system shall be charged to at least register a full on the gauge, unless restricted by the commercial carrier, when vehicle arrives at the delivery location.
- 8.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
- 8.1.6 Units delivered in an incomplete state, or that have deficiencies per the specification, are subject to the damage charges as noted in paragraph below.
- 8.1.7 Delivery costs should be included as outlined in section 7.7

**9.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:**

- 9.1 In the event that the goods are delivered late or in the event that the goods do not conform in all material respects to the contract specifications, the Borough shall be entitled to offset against the Contract Price, as liquidated damages and not as penalty, an amount equal to: \$380 per day,
  - 9.1.2 Multiplied by the number of days elapsing between the delivery date provided in the specifications and the date that conforming goods are delivered to the Borough. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the Borough to inspect the goods.

**10.0 WARRANTY:**

10.1 **Standard Warranty Package:** Unless otherwise stipulated by this contract, the contractor will provide a 3 year bumper-to-bumper and a 5 year power train full (100%) warranty.

- 10.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for the full factory warranty, from the date the unit is placed in service.
- 10.1.2 Full Warranty Coverage includes all cost of labor, parts, freight of parts or associated tools, transportation and travel, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.

10.2 **General Warranty Requirements for all Equipment:**

10.2.1 **Warranty Exceptions:**

- 10.2.1.1 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.

10.2.2 **Warranty on Attachments:** Same as Standard Warranty Package.

10.2.3 **In-Service Date:**

- 10.2.3.1 Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

10.2.4 **Authorized Warranty:** For the purpose of this contract, the contractor must meet the following applicable requirements:

10.2.4.1 Contractor must:

10.2.4.1.1 possess a current Vehicle Business License, when offering motor vehicles, trailers or semi-trailers, and.

10.2.4.1.2 be a manufacturer(s) authorized warranty service dealer for the unit, a minimum of one year, and.

10.2.4.1.3 have the capability of providing warranty servicing and repair work within the State of Alaska, at the cost of the manufacturer.

10.2.4.2 Contractor, if appropriate, shall submit the name, address, Alaska business license of any subcontractor who will provide the warranty servicing and repair work referenced in paragraph 10.2.4.3 above. The contractor must also provide contractual documentation or agreements with the subcontractor ensuring the Borough that the subcontractor will provide complete contract performance on behalf of the contractor as set forth in the Bid and verification that the work provided will maintain manufacturer's warranty requirements.

10.2.4.2.1 Approval of all subcontractors must take place prior to the bid opening.

10.2.4.2.2 The use of a subcontractor does not exclude the provisions as noted in paragraphs 10.2.4.1, and subsequent paragraphs, as requirements to the contractor.

10.2.5 **Warranty Claims:**

10.2.5.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment, it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the contractor may perform warranty work at the Borough's location or, the Borough, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor.

10.2.5.2 The Borough has established a warranty procedure whereby the contractor is to be notified via letter, fax, email, etc. that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized. The contractor must notify the Borough immediately that it will begin to perform the warranty work at the equipment location within 96 hours from receipt of written notification. The Borough may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 48 hours).

10.2.5.3 Failure to notify the Borough, that the contractor intends to begin to perform warranty work promptly under this paragraph, by the end of the business day following the Borough's notification that work is required to be performed, is considered a contractual breach.

10.2.7 **Factory Recall:**

10.2.7.1 Nationwide factory recall or product update programs are the responsibility of the contractor and/or manufacturer. Because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the

Borough should, in addition to serial number, include model, year, and dealer from who purchased.

## **11.0 PUBLICATIONS:**

11.1 To include service, parts and operator's manuals.

11.2 All manuals are to be pre-assembled in factory binders prior to delivery.

11.3 Publications are to be received by the Borough not later than 30 days after delivery of the unit. Delivery will not be considered complete until the publications for each unit have been received by the Borough.

### **11.4 Service Manuals:**

11.4.1 Complete set(s), paper books and compact disc if available to include applicable information covering prime unit and attachments:

11.4.1.1 Body, chassis, and electrical

11.4.1.2 Motors, transmission, and differential(s) (service and rebuild)

11.4.1.3 Electrical and Vacuum troubleshooting

11.4.1.4 Wiring diagrams

11.4.1.5 Service specifications

11.4.1.6 Pump configurations with foam capabilities

### **11.5 Parts Manuals:**

11.5.1 Complete set(s), paper books and electronic format if available to include prime unit and attachments, including updates. If updates are not provided during the one-year warranty period, the Borough will order them from the manufacturer and bill the contractor for the full cost, including shipping.

11.5.2 Parts manuals are to be customized by serial number.

11.6 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.

11.7 **Quantities:** Publications, when required, will be ordered on the same Purchase Order as the unit itself.

11.8 **Manuals:** To be delivered to, and receipt signed by person(s) as noted on the Purchase Order.

### **11.9 Service Bulletins, etc.:**

11.9.1 The contractor must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the contractor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the Borough be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment.

11.9.2 This information will be provided as soon as possible to person(s) as noted on the Purchase Order.

## **12.0 INSPECTIONS:**

12.1 The Borough's inspection, at the cost of the proposer, of all materials and equipment upon completion, prior to final delivery, is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the Borough will promptly notify the contractor thereof. Without limiting any other rights of the Borough, the Borough at its option, may require the contractor to:

16.1.1 Repair or replace at contractor's expense, any or all the damaged goods,

16.1.2 refund the price of any or all the damaged goods, or

- 16.1.3 accept the return of any or all the damaged goods.
- 12.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all the defective materials or equipment will be charged against the contractor.

**13.0 REPLACEMENT PARTS:**

- 13.1 The Borough shall expect the dealer or manufacturer to provide emergency replacement parts to the Borough's facilities within four (4) working days of order. All other parts must be available within ten (10) working days.
- 13.2 Back-order procedures: Back orders are acceptable; however, the ordering shop shall be apprised at time of original orders as to the expected delay in delivery.
- 13.3 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for the full manufacturer factory warranty, commencing at the time of installation if the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
  - 13.3.1 If the manufacturer's warranty exceeds the stated warranty, then manufacturer's warranty supersedes.
  - 13.3.2 Parts Return: Within 12 months of purchase the Borough is to be allowed to return new parts with full refund fewer shipping charges.
  - 13.3.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.