

Date of Action: 10.26.15	
Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>
By: <i>[Signature]</i>	

CITY COUNCIL ACTION MEMORANDUM

AM No. 15-40: Awarding contract to Alaska Safety to purchase equipment for three (3) Wasilla Police Department vehicles in the amount of \$48,865 per State of Alaska (SOA) Contract #CA1849-14.

Originator: April Dwyer, Purchasing
 Date: 10/8/2015

Agenda of: 10/26/2015

Route to:	Department Head	Signature	Date
X	Chief of Police	<i>[Signature]</i>	10/13/15
	Public Works Director		
	Recreation & Cultural Services Director		
X	Finance Director	<i>[Signature]</i>	10-13-15
X	Deputy Administrator	<i>[Signature]</i>	10/13/15
X	City Clerk	<i>[Signature]</i>	10.13.15

Reviewed by Mayor Bert L. Cottle: *[Signature]* 10/13/2015

Fiscal Impact: yes or no **Funds Available:** yes or no

Account name/number/amount:
 Vehicle Replacement Fund 120.4230.420.70.42 48,865

Attachments: State of Alaska Contract (15 pages)
 Alaska Safety Quotes (10 pages)

Summary Statement: The Wasilla Police Department is purchasing three (3) new vehicles from Cal Worthington Ford as approved on October 12, 2015 in AM No. 15-39. This contract award is for the purchase and installation of equipment for those vehicles using the SOA contract with Alaska Safety.

Staff Recommendation: Adopt AM No.15-40 by awarding a contract to Alaska Safety to purchase equipment for three (3) Wasilla Police Department vehicles in the amount of \$48,865 per SOA Contract #CA1849-14.

Alaska Safety - Wasilla

Alaska Safety Inc.
 617 S. Knik Goosebay Rd. Suite E
 Wasilla, AK 99654
 Phone: (907) 373-5661 Fax: (907) 864-0789

Quotation# **002007**

Account ID 00001147	Contact Bill Rapson	
Customer PO None	Telephone (907) 352-5401	Facsimile 357-7877

Bill To:

City of Wasilla
 Accounts Payable
 290 E Herring
 Wasilla, AK 99654

Ship To:

City of Wasilla
 Police Department
 1800 E. Parks Hwy.
 Wasilla, AK 99654

Special Order Drop Ship

Quote Date	Comments			Special Instructions			Terms
10/06/2015	2016 NEW EXPLORER BUILD - CAR #1						NET 30
Ship Via	Date Required	FOB	Prepared By	Order#	Salesperson		
WC	10/06/2015	Anchorage	WR	009942	Wilson Reece		
Quantity	Item#	Description			Price	Total	
4 EACH	SOELUC2S010J	Universal Hide-a-Way LED Cmr LED- R/B Red/Blue Split			\$75.00	\$300.00	
2 EACH	SOEL3D08A00J	*Ultralite 8 Module Exterior Red/Blue			\$375.00	\$750.00	
1 EACH	SOETISSO-07+	*Ignition Security System 07 Anti Theft Replaces ETISSO-P			\$95.00	\$95.00	
1 EACH	ST514	Window Barriers F/ SUV			\$205.00	\$205.00	
1 EACH	SOECVDMLTST2	Bus/Cargo Dome Light LED Gen II			\$45.00	\$45.00	
1 EACH	IN155205520	Replacement 20' Radar Cable			\$125.00	\$125.00	
1 EACH	PE2752A1AST	AST Trooper Spec 2700 Lightbar 52" Code 3's 2700 series lightbar. This particular part number contains: 12 LED lighthoods (5 blue, 5 red with 2 ambers in rear) Front and rear take-downs and alley lights. The front of the bar has code3's REF12 lighthoods and the rear has the REF8 versions.			\$1,475.00	\$1,475.00	
1 EACH	RI50231	*Rigid Dually D2 LED Drive Lights PAIR 3030 Lumens 28watt / 10-50vdc			\$295.00	\$295.00	
1 EACH	HSC-ARPB-110	Brother PocketJet 6 Printer Mount w/ Arm w/Armrest			\$195.00	\$195.00	
1 EACH	FDES100	*New DynaMax Speaker 100W Compact			\$180.00	\$180.00	
1 EACH	FDESB-U	Universal Bail Bracket, all vehicles			\$20.00	\$20.00	
1 EACH	STGK1028	Dual Weapon Gun Mount w/out Locks T-Rail Kit comes with everything you need except the locks. Mounts to the Recessed Panel of the Partition.			\$150.00	\$150.00	
1 EACH	SC-1	*GUNLOCK ELECTRIC W/#2 KEY			\$75.00	\$75.00	
1 EACH	SC7009-A	10 sec. Timer			\$25.00	\$25.00	

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WC	10/06/2015	Anchorage	WR	009942	Wilson Reece	
Quantity	Item#	Description			Price	Total
1 EACH	HSPKG-PSM-253	Passenger Side Laptop Mount Explorers 2011-2012 Ford Explorer vehicle specific mounting base, heavy-duty pole with height adjustable handle, swing arm motion device with tilt-swivel and stability support arm.			\$595.00	\$595.00
1 EACH	KSRAPTOR	Raptor RP-1 dual K-Band Antennae			\$1,495.00	\$1,495.00
1 EACH	STPB400UFDSUVINT	PB400 Pushbumper, SUV, Ford, Intercep 2014 FORD EXPLORER SUV INTERCEPTOR			\$290.00	\$290.00
1 EACH	ST10-VS-RPFDSUVINT	Recessed Panel Partition HSW FD SUV INT			\$750.00	\$750.00
1 EACH	ADSUVIC1311	Prisoner Seat and Partition, Explorer Includes seat belt kit that will buckle on the outside, and 1/2 cage for behind prisoners.			\$1,175.00	\$1,175.00
2 EACH	KS2001271	Radar Antenna Windshield Mount Kit			\$79.00	\$158.00
1 EACH	SC-5	Universal Gunlock f/ any and all Weapons			\$125.00	\$125.00
1 EACH	WG4RE200GPSPAN	Watch Guard 4RE Video System w/Panoramic 4RE In Car Camera System. Includes GPS, High definition Panoramic X2 (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, hardware & cabling, 1 yr. warranty.			\$5,375.00	\$5,375.00
1 EACH	WG4REWRLKIT05C	4RE In_ Car 802.11n Wireless Kit, 5GHz 4RE In_]Car 802.11n Wireless Kit, 5GHz (2.4GHz is available)			\$345.00	\$345.00
1 EACH	WGA184	Watch Guard Data Interface Cable Stalker radar interface cable			\$85.00	\$85.00

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Ship Via	Date Required	FOB	Prepared By	Order#	Salesperson		
WC	10/06/2015	Anchorage	WR	009942	Wilson Reece		
Quantity	Item#	Description			Price	Total	
1 EACH	INPOWER	Power Distribution System Consists of the following: Cole Hersee 24117 Solenoid, Blue Seas Fuse Box 5029, Bussman Circuit Breaker # Cb185-50			\$190.00	\$190.00	
1 EACH	PE3892L6	*MASTERC0M 100W FULL FEATURE SIREN FULLFEATURE 100W SIREN W/ HARD-WIRED MIC, PLUS NEW STYLE W/ Plug In Mic & Mic Jack			\$420.00	\$420.00	
1 EACH	TYCC-MC12BX12L	12" Sloped w/12" Lockable Storage Box Features: Holds 12" of face plates total Sloped area holds 12" Level area is a 12" storage compartment with lid Floor mounts included			\$515.00	\$515.00	
1 EACH	SOENT2B3D	Intersector Under Mirror LED, Red/White Intersector LED Light has 9 Generation3 LED light heads per unit. 180 Degree. Dual Color, Red and White			\$165.00	\$165.00	
1 EACH	SOENT2B3E	Intersector Under Mirror LED, Blue/White Intersector LED Light has 9 Generation3 LED light heads per unit. 180 Degree. Dual Color, Blue and White			\$165.00	\$165.00	
1 EACH	SOENT3B3D	Intersector Surface Mount, Red/White Intersector LED Light has 9 Generation3 LED light heads per unit. 180 Degree. Dual Color, Red and White			\$165.00	\$165.00	
1 EACH	SOENT3B3E	Intersector Surface Mount, Blue/White Intersector LED Light has 9 Generation3 LED light heads per unit. 180 Degree. Dual Color, Blue and White			\$165.00	\$165.00	
40 EACH	LABOR	Install Shop Labor \$75.00/Hr			\$65.00	\$2,600.00	

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 1800 E. Parks Hwy.
 Wasilla, AK 99654

Special Order Drop Ship

Quote Date 10/06/2015	Comments 2016 NEW EXPLORER BUILD - CAR #1		Special Instructions			Terms NET 30
Ship Via WC	Date Required 10/06/2015	FOB Anchorage	Prepared By WR	Order# 009942	Salesperson Wilson Reece	
Quantity	Item#	Description			Price	Total

Comments

This quotation is good for 30 days from the date listed above. Thank you for the opportunity!

Sub Total	\$18,713.00
EXMT 0% Tax	\$0.00
Freight	\$0.00
Grand Total	\$18,713.00
Deposit	\$0.00
Balance	\$18,713.00

Approved By: _____ Date _____

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617 S. Knik Goosebay Rd. Suite E
Wasilla, AK 99654
Phone: (907) 373-5661 Fax: (907) 864-0789

Quotation# **002008**

Account ID 00001147	Contact Bill Rapson	
Customer PO None	Telephone (907) 352-5401	Facsimile 357-7877

Bill To:

City of Wasilla
Accounts Payable
290 E Herring
Wasilla, AK 99654

Ship To:

City of Wasilla
Police Department
1800 E. Parks Hwy.
Wasilla, AK 99654

Special Order Drop Ship

Quote Date	Comments		Special Instructions			Terms
10/06/2015	2016 NEW EXPLORER BUILD - CAR #2					NET 30
Ship Via	Date Required	FOB	Prepared By	Order#	Salesperson	
WC	10/06/2015	Anchorage	WR	009942	Wilson Reece	
Quantity	Item#	Description			Price	Total
4 EACH	SOELUC2S010J	Universal Hide-a-Way LED Crnr LED- R/B Red/Blue Split			\$75.00	\$300.00
2 EACH	SOEL3D08A00J	*Ultralite 8 Module Exterior Red/Blue			\$375.00	\$750.00
1 EACH	SOETISSO-07+	*Ignition Security System 07 Anti Theft Replaces ETISSO-P			\$95.00	\$95.00
1 EACH	ST514	Window Barriers F/ SUV			\$205.00	\$205.00
1 EACH	SOECVDMILTST2	Bus/Cargo Dome Light LED Gen II			\$45.00	\$45.00
1 EACH	IN155205520	Replacement 20' Radar Cable			\$125.00	\$125.00
1 EACH	PE2752A1AST	AST Trooper Spec 2700 Lightbar 52" Code 3's 2700 series lightbar. This particular part number contains: 12 LED lighthead (5 blue, 5 red with 2 ambers in rear) Front and rear take-downs and alley lights. The front of the bar has code3's REF12 lighthead and the rear has the REF8 versions.			\$1,475.00	\$1,475.00
1 EACH	RI50231	*Rigid Dually D2 LED Drive Lights PAIR 3030 Lumens 28watt / 10-50vdc			\$295.00	\$295.00
1 EACH	HSC-ARPB-110	Brother PocketJet 6 Printer Mount w/ Arm w/Armrest			\$195.00	\$195.00
1 EACH	FDES100	*New DynaMax Speaker 100W Compact			\$180.00	\$180.00
1 EACH	FDESB-U	Universal Bail Bracket, all vehicles			\$20.00	\$20.00
1 EACH	STGK1028	Dual Weapon Gun Mount w/out Locks T-Rail Kit comes with everything you need except the locks. Mounts to the Recessed Panel of the Partition.			\$150.00	\$150.00
1 EACH	SC-1	*GUNLOCK ELECTRIC W/#2 KEY			\$75.00	\$75.00
1 EACH	SC7009-A	10 sec. Timer			\$25.00	\$25.00

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Ship Via	Date Required	FOB	Prepared By	Order#	Salesperson	
WC	10/06/2015	Anchorage	WR	009942	Wilson Reece	
Quantity	Item#	Description			Price	Total
1 EACH	HSPKG-PSM-253	Passenger Side Laptop Mount Explorers 2011-2012 Ford Explorer vehicle specific mounting base, heavy-duty pole with height adjustable handle, swing arm motion device with tilt-swivel and stability support arm.			\$595.00	\$595.00
1 EACH	KSRAPTOR	Raptor RP-1 dual K-Band Antennae			\$1,495.00	\$1,495.00
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1 EACH	ST10-VS-RPFDSUVINT	Recessed Panel Partition HSW FD SUV INT			\$750.00	\$750.00
1 EACH	ADSUVIC1311	Prisoner Seat and Partition, Explorer Includes seat belt kit that will buckle on the outside, and 1/2 cage for behind prisoners.			\$1,175.00	\$1,175.00
2 EACH	KS2001271	Radar Antenna Windshield Mount Kit			\$79.00	\$158.00
1 EACH	SC-5	Universal Gunlock f/ any and all Weapons			\$125.00	\$125.00
1 EACH	WG4RE200GPSPAN	Watch Guard 4RE Video System w/Panoramic 4RE In Car Camera System. Includes GPS, High definition Panoramic X2 (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, hardware & cabling, 1 yr. warranty.			\$5,375.00	\$5,375.00
1 EACH	WG4REWRLKIT05C	4RE In_Car 802.11n Wireless Kit, 5GHz 4RE In_Car 802.11n Wireless Kit, 5GHz (2.4GHz is available)			\$345.00	\$345.00
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10/06/2015	2016 NEW EXPLORER BUILD - CAR #2					NET 30
Ship Via	Date Required	FOB	Prepared By	Order#	Salesperson	
WC	10/06/2015	Anchorage	WR	009942	Wilson Reece	
Quantity	Item#	Description			Price	Total
1 EACH	INPOWER	Power Distribution System Consists of the following: Cole Hersee 24117 Solenoid, Blue Seas Fuse Box 5029, Bussman Circuit Breaker # Cb185-50			\$190.00	\$190.00
1 EACH	PE3892L6	*MASTERCOM 100W FULL FEATURE SIREN FULLFEATURE 100W SIREN W/ HARD-WIRED MIC, PLUS NEW STYLE W/ Plug In Mic & Mic Jack			\$420.00	\$420.00
1 EACH	TYCC-MC12BX12L	12" Sloped w/12" Lockable Storage Box Features: Holds 12" of face plates total Sloped area holds 12" Level area is a 12" storage compartment with lid Floor mounts included			\$515.00	\$515.00
1 EACH	SOENT2B3D	Intersector Under Mirror LED, Red/White Intersector LED Light has 9 Generation3 LED light heads per unit. 180 Degree. Dual Color, Red and White			\$165.00	\$165.00
1 EACH	SOENT2B3E	Intersector Under Mirror LED, Blue/White Intersector LED Light has 9 Generation3 LED light heads per unit. 180 Degree. Dual Color, Blue and White			\$165.00	\$165.00
1 EACH	SOENT3B3D	Intersector Surface Mount, Red/White Intersector LED Light has 9 Generation3 LED light heads per unit. 180 Degree. Dual Color, Red and White			\$165.00	\$165.00
1 EACH	SOENT3B3E	Intersector Surface Mount, Blue/White Intersector LED Light has 9 Generation3 LED light heads per unit. 180 Degree. Dual Color, Blue and White			\$165.00	\$165.00
40 EACH	LABOR	Install Shop Labor \$75.00/Hr			\$65.00	\$2,600.00

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Ship To:

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 1800 E. Parks Hwy.
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Special Order Drop Ship

Quote Date 10/06/2015	Comments 2016 NEW EXPLORER BUILD - CAR #2	Special Instructions			Terms NET 30	
Ship Via WC	Date Required 10/06/2015	FOB Anchorage	Prepared By WR	Order# 009942	Salesperson Wilson Reece	
Quantity	Item#	Description			Price	Total

Comments

This quotation is good for 30 days from the date listed above. Thank you for the opportunity!

Sub Total	\$18,713.00
EXMT 0% Tax	\$0.00
Freight	\$0.00
Grand Total	\$18,713.00
Deposit	\$0.00
Balance	\$18,713.00

Approved By: _____ Date _____

Alaska Safety - Wasilla

Alaska Safety Inc.
 617 S. Knik Goosebay Rd. Suite E
 Wasilla, AK 99654
 Phone: (907) 373-5661 Fax: (907) 864-0789

Quotation# 002009

Account ID 00001147	Contact Bill Rapson	
Customer PO None	Telephone	Facsimile

Bill To:

City of Wasilla
 Accounts Payable
 290 E Herning
 Wasilla, AK 99654

Ship To:

City of Wasilla
 Police Department
 1800 E. Parks Hwy.
 Wasilla, AK 99654

Special Order Drop Ship

Quote Date	Comments	Special Instructions				Terms
10/06/2015	2016 Ford Explorer Car #3					NET 30
Ship Via	Date Required	FOB	Prepared By	Order#	Salesperson	
WC	10/06/2015	Anchorage	WR	010719	Wilson Reece	
Quantity	Item#	Description			Price	Total
4 EACH	SOELUC2S010J	Universal Hide-a-Way LED Crnr LED- R/B Red/Blue Split			\$75.00	\$300.00
1 EACH	SOENFWBFSU00	N-Force Universal Interior R/B Lightbar			\$950.00	\$950.00
1 EACH	SOEL3D08A00J	*Ultralite 8 Module Exterior Red/Blue			\$375.00	\$375.00
1 EACH	SOETISSO-07+	*Ignition Security System 07 Anti Theft Replaces ETISSO-P			\$95.00	\$95.00
1 EACH	FDES100	*New DynaMax Speaker 100W Compact			\$180.00	\$180.00
1 EACH	FDESB-U	Universal Bail Bracket, all vehicles			\$20.00	\$20.00
1 EACH	INPOWER	Power Distribution System Consists of the following: Cole Hersee 24117 Solenoid, Blue Seas Fuse Box 5029, Bussman Circuit Breaker # Cb185-50			\$190.00	\$190.00
1 EACH	WG4RE200GPSPAN	Watch Guard 4RE Video System w/Panoramic 4RE In Car Camera System. Includes GPS, High definition Panoramic X2 (720P) forward facing camera, Infrared color cabin camera, DVR, Integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, hardware & cabling, 1 yr. warranty.			\$5,375.00	\$5,375.00
1 EACH	WG4REWRLKIT05C	4RE In_Car 802.11n Wireless Kit, 5GHz 4RE In_]Car 802.11n Wireless Kit, 5GHz (2.4GHz is available)			\$345.00	\$345.00
1 EACH	FD650001	Siren 650 Series 100w Mic Full Feature			\$410.00	\$410.00
1 EACH	KSRAPTOR	Raptor RP-1 dual K-Band Antennae			\$1,495.00	\$1,495.00
1 EACH	KS2001271	Radar Antenna Windshield Mount Kit			\$79.00	\$79.00
25 EACH	LABOR	Install Shop Labor \$75.00/Hr			\$65.00	\$1,625.00

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Quotation# 002009

Account ID 00001147	Contact Bill Rapson	
Customer PO None	Telephone	Facsimile

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Ship To:

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 Police Department
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Special Order Drop Ship

Quote Date 10/06/2015	Comments 2016 Ford Explorer Car #3	Special Instructions			Terms NET 30	
Ship Via WC	Date Required 10/06/2015	FOB Anchorage	Prepared By WR	Order# 010719	Salesperson Wilson Reece	
Quantity	Item#	Description			Price	Total

Comments

This quotation is good for 30 days from the date listed above. Thank you for the opportunity!

Sub Total	\$11,439.00
EXMT 0% Tax	\$0.00
Freight	\$0.00
Grand Total	\$11,439.00
Deposit	\$0.00
Balance	\$11,439.00

Approved By: _____ Date _____

**CONTRACT
AWARD**

STATE OF ALASKA
HQ, STATE EQUIPMENT FLEET (Contracting Authority)
2200 E. 42nd Avenue
Anchorage, Alaska 99508

CONTRACT AWARD NUMBER

CA1849-14

ORDERING DEPARTMENT:
HEADQUARTERS, STATE EQUIPMENT FLEET
2200 E. 42ND AVENUE
ANCHORAGE, ALASKA 99508
(907) 269-0793 PHONE / (907) 269-0801 FAX

CONTRACTOR: ALASKA SAFETY
ADDRESS: 4725 GAMBELL STREET
ANCHORAGE ALASKA 99503

CONTACT NAME: CLINT VANNOY
PHONE NUMBER: 907-561-5661
E-MAIL: CLINT@ALASKASAFETY.COM

DATE OF CONTRACT: JULY 26, 2013
DATE INITIAL CONTRACT BEGINS: JULY 26, 2013
DATE INITIAL CONTRACT ENDS: JULY 25, 2014
NUMBER & PERIOD OF RENEWALS: (3) 1 YEAR RENEWALS
RENEWALS EXPIRE (MO/YR): NOVEMBER 15, 2017
ISSUED IN ACCORDANCE WITH BID # SEF- 1849 DATED: JULY 3, 2013
ESTIMATED VALUE OF INITIAL TERM: \$500,000.00

SEND INVOICES IN DUPLICATE TO: STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508

THIS ORDER CONSTITUTES A BINDING COMMITMENT BETWEEN THE STATE AND THE CONTRACTOR LISTED HEREON. UNAUTHORIZED MODIFICATION WITHOUT THE EXPRESSED PRIOR APPROVAL OF THE CONTRACTING AUTHORITY WILL RESULT IN A FINANCIAL OBLIGATION ON THE CONTRACTOR AND/OR UNAUTHORIZED STATE PERSONNEL MAKING THE CHANGE.

DESCRIPTION

**(1) ONE YEAR CONTRACT WITH (3) THREE (1) ONE YEAR RENEWAL OPTIONS
TO PROVIDE AND INSTALL LIGHTING
FOR ALASKA STATE TROOPER VEHICLES**

**CONTRACTING OFFICER
KRISTI FUTREL
PHONE: (907) 269-0793**

TABLE OF CONTENTS

SECTION

- I. SPECIAL TERMS AND CONDITIONS**
- II. STANDARD TERMS AND CONDITIONS**
- III. SPECIFICATIONS**
- IV. CONTRACT PRICE SCHEDULE**

CONTRACTING AUTHORITY NAME & TITLE
KRISTI FUTREL, CONTRACTING OFFICER III

SIGNATURE

CONTRACTOR AUTHORITY NAME & TITLE

SIGNATURE

IMPORTANT 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order.
2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.

1.0 INTENT:

- 1.1 Contract Period: One Year with three (1) one year extensions
- 1.2 Quantities: Not to exceed \$500,000.00 over the life of the contract, including extensions.
- 1.3 Location of Use: Anchorage
- 1.4 Warranty locations: Anchorage
- 1.5 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
 - 1.5.1 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

2.0 DELIVERY:

- 2.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. Inspection must include the following (as applicable to the type of equipment):
 - 2.1.1 Dealer and vehicle identification.
 - 2.1.2 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.
 - 2.1.3 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
 - 2.1.4 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
- 2.2 **Inspections:**
 - 2.2.1 The State's inspection of all materials and equipment upon 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 State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:
 - 2.2.1.1 repair or replace at contractor's expense, any or all of the damaged goods,
 - 2.2.1.2 refund the price of any or all of the damaged goods, or
 - 2.2.1.3 accept the return of any or all of the damaged goods.
 - 2.2.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the bidder.
- 2.3 **Acceptance:**
 - 2.3.1 Units will not be considered "Accepted" until all deficiencies have been corrected. This includes item 2.5 Line Sheets/Bill of Materials and 8.0 Publications.
- 2.4 **Delivery Receipt:**
 - 2.4.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency.
 - 2.4.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.
- 2.5 **Line Sheets/Bill of Materials::**

- 2.5.1 It is required at the time of delivery that the successful bidder provides a comprehensive listing of all components used to assemble the unit.
- 2.5.2 This includes any components installed by the manufacturer or any subcontractor or the successful bidder.
- 2.5.3 Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, bodies, etc. The listings will be specific to each piece of equipment and will be provided on an individual CD for each unit delivered.
- 2.5.4 A minimum of one (1) CD per unit are to be provided and marked with the make, model, and last main numbers of the units serial number or State PO number.

3.0 F.O.B. POINT:

- 3.1 The F.O.B. point is as listed in Section IV, Bid Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State. Equipment is not to be driven on the Alcan Highway without prior written approval from the contracting officer.

4.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

- 4.1 Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 4.2 In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of equipment in this this class, that daily rental fee is determined to be \$50.00. 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 State to perform inspection.
- 4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

5.0 WARRANTY:

- 5.1 **Standard Warranty Package:** Unless otherwise stipulated by this contract, the successful bidder will provide a one-year (12-month) warranty.
 - 5.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for 12 months (year one), from the date the unit is placed in service at the assigned location.
 - 5.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
 - 5.1.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
 - 5.1.4 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.
 - 5.1.5 Warranty on Attachments: Same as Standard Warranty Package.
 - 5.1.6 In-Service Date: 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.
- 5.2 **Warranty Claims:**
 - 5.2.1 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 vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.

- 5.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, 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.
- 5.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.
- 5.2.4 The State 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 24 hours). The State will require a PO to perform the warranty work.
- 5.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.
- 5.2.6 The vendor will be invoiced for required warranty work performed by the state. Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair. Actual repair time will be used.

5.3 Warranty Performed by Vendor:

- 5.3.1 The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder's closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows
 - 5.3.1.1 Mileage Charge: Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
 - 5.3.1.2 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$60.00 per day.
 - 5.3.1.3 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.
 - 5.3.1.4 Lodging shall be reimbursed at actual and shall not exceed \$150.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
- 5.3.2 Travel will only be reimbursed for time in Alaska.
- 5.3.3 After hours, weekend and holiday travel must be approved by the contracting officer to be considered for reimbursement. The State will not pay for weather delays.

5.4 Authorized Warranty (Contractor/Bidder):

- 5.4.1 Contractor (bidder) must have Authorized Warranty Dealer that has all required licenses, facilities and factory certified and trained personnel necessary to perform the warranty servicing and repair work.
- 5.4.2 The ultimate responsibility for warranty lies with the contractor (bidder).
- 5.4.3 The State reserves the right to inspect the warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.

5.5 Factory Recall:

- 5.5.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, 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 state should, in addition to serial number, include model, year, and dealer.

6.0 REPAIR ORDERS AND DOCUMENTATION:

6.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this contract, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

7.0 PRICE:

7.1 **Price Guarantee:** The Contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.

7.2 NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.

7.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:

7.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;

7.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;

7.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.

7.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.

7.4 **Price Decreases:** During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

7.5 Manufacturer's Rebate (Incentives):

7.5.1 In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

8.0 REPLACEMENT PARTS AND REPAIRS:

8.1 This contract encompasses a full parts and labor contract for manufacturer parts and repairs for the entire warranty period.

8.2 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their authorized warranty facilities for the entire warranty period within seven (7) days of order. All other parts must be available within ten (10) working days.

8.3 Back order procedures: Back orders are acceptable; however, the ordering shop shall be appraised at time of original orders as to the expected delay in delivery.

8.4 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as 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.

8.4.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.

8.4.2 Parts Return: Within 12 months of the invoice date, the State is to be allowed to return new parts with full refund, less actual shipping charges. Returned parts will be in new, resellable condition. Refund will be in the form of a credit/invoice credited to the SOA account with the vendor.

8.4.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

SECTION II
STANDARD TERMS AND CONDITIONS

- 1.0 **ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the State will cause the State to consider the bid non-responsive and reject the bid.
- 2.0 **ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.
- 3.0 **ALTERATIONS:** The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this contract. The State will not pay for alterations that are not approved in advance and in writing by the contracting officer.
- 4.0 **AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 5.0 **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this contract is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 6.0 **BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- 7.0 **BRAND AND MODEL OFFERED:** Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the State to consider the offer non-responsive and reject the bid.
- 8.0 **CERTIFICATION OF COMPLIANCE WITH AMERICAN'S WITH DISABILITIES ACT OF 1990:**
 - 8.1 By signature of their bid/proposal the bidder/proposer certifies that they comply with the American's with Disabilities Act of 1990 and the regulations issued there under by the federal government.
 - 8.2 Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
- 9.0 **COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** The bidder must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the bidder.
- 10.0 **CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 11.0 **CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 12.0 **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from

SECTION II
STANDARD TERMS AND CONDITIONS

this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

- 13.0 CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.
- 14.0 CONTRACT EXTENSION:** Unless otherwise provided in this contract, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 15.0 CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 16.0 DEFAULT:** In case of bidder default, the State may procure the goods or services from another source and hold the bidder responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible bidders.
- 17.0 DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by bidder. Responsibility and liability for loss or damage shall remain with bidder until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and bidder's warranty obligations.
- 18.0 DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.
- 19.0 DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
- 20.0 FORCE MAJEURE (Impossibility to perform):** Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.
- 21.0 HUMAN TRAFFICKING:**
- 21.1 By signature on this contract, the offeror certifies that:
- 21.1.1 the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or
- 21.2 The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: www.state.gov/g/tip/
- 21.3 Failure to comply with this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.
- 21.4 This pertains to goods and services above \$50,000.00.
- 22.0 INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

SECTION II
STANDARD TERMS AND CONDITIONS

23.0 INSPECTIONS: Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with bid specifications, the State may reject the goods and require bidder to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If bidder is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.

24.0 INSURANCE:

24.1 Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

24.2 Proof of insurance is required for the following:

24.2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

24.2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

24.2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

24.3 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsive and to reject the bid.

25.0 ITEM UPGRADES: The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

26.0 NEW EQUIPMENT: Equipment offered in response to this contract must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment, including used or reconditioned components or parts of. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.

27.0 ORDER DOCUMENTS: Except as specifically allowed under this contract, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this contract. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this contract.

28.0 PAYMENT: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.

29.0 PROPRIETARY INFORMATION AND STATEMENTS OF CONFIDENTIALITY:

SECTION II
STANDARD TERMS AND CONDITIONS

- 29.1 Except as set forth in this provision, all information in all bids will be made public under AS 36.30.530 not later than the time of issuance of a notice of intent to award.
- 29.2 If the offeror submits information considered by it to constitute a trade secret or proprietary data, such information may be expressly designated as such, and must be accompanied by the offeror's certification that (1) the information has consistently been maintained by its owner as a trade secret or as proprietary information, (2) the owner of the information has taken due care to protect it from release to non-privileged persons, and (3) to the best knowledge of the offeror, the information has not lost its status as trade secret or proprietary information, whether by lack of diligent protection, release to any non-privileged person or otherwise.
- 29.3 **Absence of such certification, any claim of confidentiality will be ignored, and the bidder may not hold any reasonable expectation of confidentiality.**
- 29.4 Any information so certified will be held confidential so long as the contracting officer concurs that it constitutes a trade secret or proprietary data, and deems it not critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid.
- 29.5 By submission of a bid, the offeror consents to the contracting officer's exercise of reasonable judgment as to concurrence with any assertion of confidentiality, and waives any and all claims for release of information that the contracting officer reasonably deems not confidential notwithstanding a certified assertion of confidentiality.
- 29.6 A certified assertion of confidentiality in which the contracting officer concurs, with respect to information the contracting officer deems critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid, will cause the bid to be rejected as a non-responsive bid.
- 30.0 **QUANTITIES:** The State reserves the right to reduce or increase the quantity of items ordered under any contract resulting from this Invitation to Bid.
- 31.0 **SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 32.0 **SHIPPING DAMAGE:** The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.
- 33.0 **STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.
- 34.0 **SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 35.0 **SUITABLE MATERIALS:** All materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 36.0 **TAXES:** Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 37.0 **WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Bidder warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

SECTION III
SPECIFICATIONS

General Specification:

It is the purpose of this specification to describe new, and of the manufacturer's latest current production model and design of safety equipment to be installed in State owned vehicles.

It is common for items to be supplied and only need installation. These items may or may not need additional parts to complete the install such as nuts, bolt and brackets. If additional items are required for install, a quote must be provided prior to installation for additional parts.

1. All items are required to be delivered 60 days ARO.
2. All vehicles are to be picked up at the State Equipment Fleet shop located at 5420 Dr. Martin Luther King Jr. Ave. Anchorage, AK 99507 within 3 business days. Once units are complete, they will be delivered to the same address with a delivery receipt showing work completed on the unit.
3. The vendor is required to give installation training to State Equipment Fleet mechanics as requested.
 - a. All training will take place in the Anchorage area.
 - b. Training may be billed to the State at the hourly labor rate.
 - c. Training requested outside of the Anchorage area requiring the vendor to travel will be reimbursed at the State per diem rate.
4. Installation Wiring & Hardware:
 - a. Vendor supplies all switches, wiring and other hardware that is needed of all components being installed.
 - b. All wiring uses shall be Arctic Ultraflex Blue. No Substitute will be accepted.
5. Turn-Around Time:
 - a. Clock starts when vehicle is PICKED UP from State Equipment Fleet Shop delivered to vendor with order form.
 - b. Police Interceptors- Five full business days to setup.
 - c. Full Size SUV'S- Five full business days to setup.
 - d. ¾ Ton Full Size Pickups- Three full business days to setup.
 - e. Full Size Passenger Vans- Five full business days to setup.
 - f. Decommissioning vehicles- Five full business days to decommission.
 - g. Decommissioning may include uninstalling items to reuse in a new vehicle.
 - h. If the unit is delivered after 12:00 PM, the clock will start the following business day.
6. The contractor must specify their working days/hours.

(*) MONDAY – FRIDAY 8:00 AM TO 5:00 PM

7. The contractor must have the capability of working on a minimum of five units at any given time.

(*) COMPLY

8. The contractor must have the capability of securing vehicles in an enclosed area not available to the general public.

Please provide description of property and vehicles will be secured.

(*) CAN ACCOMMODATE 10 VEHICLES INSIDE BUILDING

9. Provide name and address for each Authorized Warranty Dealer for each location.

SECTION III
SPECIFICATIONS

(*) ALASKA SAFETY-ANCHORAGE 4725 GAMBELL STREET, ANCHORAGE, AK
ALASKA SAFETY- WASILLA 617 S. KNIK GOOSE BAY ROAD, WASILLA, AK

10. Provide contact name and contact information for Warranty Administrator:

(*) MIKE WERTS 907-561-5661 OR WILSON REESE 907-373-5661

11. Pricing for Models not shown on Bid Schedule:

- a. The models listed on the bid schedule represent the bulk of what the state will require setup services for; however, the State vehicle fleet has many other makes and models, which occasionally require setup parts and services.
- b. The Vendor agrees to provide parts and services for other models at the same pricing level as those listed on the bid schedule; for example, if the price for a push bumper for a Police Interceptor listed on the schedule is equal to vendor cost plus 20%, the price of the same model push bumper for a vehicle not listed will also be vendor cost plus 20%.
- c. The state will not require the vendor to stock parts not listed in the price schedule and agrees to pay freight costs associated with purchasing parts not stocked by the vendor.
- d. The State will have the option to modify the list of parts required to stock at the time of contract renewal, to adjust for newer models and changing requirements.

SECTION IV
 BID PRICE SCHEDULE

ITEM	MANUFACTURER	PART #	DESCRIPTION	PART ONLY	PART + INSTALL
1	AEDEC	CARFI121220	PRISONER RESTRAINT SEAT (FOR 2012+ POLICE INTERCEPTOR SEDAN)	\$465	\$590
2	AEDEC	SUVIC1311	PRISONER RESTRAINT SEAT W/ REAR SCREEN (FOR 2012+ POLICE INTERCEPTOR SUV)	\$1,175	\$1,295
3	AEDEC	SUVED971210	PRISONER RESTRAINT SEAT W/ REAR SCREEN (FOR EXPEDITIONS)	\$1,355	\$1,485
4	BACKRACK	10501	HEADACHE RACK (PART NUMBER VARIES BY VEH. MODEL)	\$275	\$335
5	BIG SKY	UCB	GUNLOCK, ACCESSORY KIT UNIVERSAL CROSSBAR	\$95	\$160
6	BIG SKY	ELS210	GUNLOCK, ELECTRONIC GUN RACK (FITS REM. 870)	\$210	\$250
7	BIG SKY	ELS270	GUNLOCK, HIGH SECURITY TRIGGER GUARD (FITS: AR-15, M-14, M-16)	\$270	\$300
8	CODE 3	SV555FX-2W	SUPERVISOR, EXPLORER, W/TAKE DOWN LIGHTS, 8 EA TRICORE MODULES	\$685	\$795
9	CODE 3	3920	UNDERCOVER SIREN FOR UNMARKED VEHICLES	\$130	\$250
10	CODE 3	2747AST13	2700 LIGHTBAR, LED, RED AND BLUE (AK TROOPER SPECIFICATION)	\$1,475	\$1,690
11	CODE 3	3892L6	MASTERCOM SIREN / LIGHT CONTROLER	\$420	\$595
12	FEDERAL SIGNAL	ES100	SIREN SPEAKER	\$180	\$215
13	FEDERAL SIGNAL	VARIES BY VEHICLE	SPEAKER BRACKET	\$20	\$30
14	GOLIGHT	2000	WIRELESS REMOTE CONTROLLED SPOTLIGHT	\$225	\$355
15	KUSTOM SIGNAL	155-2127-00	RADAR POWER PORT FOR RADAR USE ONLY	\$50	\$75
16	LIGHT FORCE	170 STRIKER	MOOSE LIGHTS	\$270	\$395
17	RIGID	50231	PAIR OF 2600 LUMEN EACH, DUALY D-2 DRIVING LIGHT	\$295	\$425
18	RIGID	12031	20" LED LIGHTHEAD, 7900 LUMENS (MOOSE-LIGHT)	\$529	\$650

SECTION IV
 BID PRICE SCHEDULE

ITEM	MANUFACTURER	PART #	DESCRIPTION	PART ONLY	PART + INSTALL
19	SETINA	PB400	STEEL PUSHBUMPER, SEDANS	\$290	\$355
20	SETINA	PB400VS	STEEL PUSHBUMPER, SUVS	\$320	\$385
21	SETINA		WINDOW SCREEN PACKAGE, STEEL WINDOW BARRIER, REAR DOORS (FOR SEDANS)	\$195	\$260
22	SETINA		WINDOW SCREEN PACKAGE, STEEL WINDOW BARRIER, REAR DOORS (FOR EXPEDITION)	\$205	\$270
23	SETINA	1K0574FDT10F250PS	SINGLE PRISONER TRANSPORT PLEXI-GLASS PARTITION (FOR 12+ FORD F250)	\$985	\$1,180
24	SETINA	6-VS	COATED PLEXI-GLASS STATIONARY PARTITION, VAN STYLE	\$580	\$695
25	SETINA	10-RP	COATED PLEXI-GLASS RECESSED PARTITION (FOR SEDAN)	\$695	\$815
26	SETINA	10-VS-RP	COATED PLEXI-GLASS W/ HORIZONTAL SLIDING CENTER SECTION W/ FLEP, VAN	\$750	\$870
27	SETINA		T-RAIL GUN LOCK MOUNT, FITS 10RP PARTITIONS (NO LOCKS INCLUDED)	\$150	\$195
28	SOUND OFF	ENT2B3R	INTERSECTOR LED LIGHTHEAD, RED	\$145	\$275
29	SOUND OFF	ENT2B3B	INTERSECTOR LED LIGHTHEAD, BLUE	\$145	\$275
30	SOUND OFF	EL3DO8A00J	ULTRALIGHT 8 MODULE EXTERIOR LIGHTING RED/BLUE	\$375	\$475
31	SOUND OFF	ECVDMLTOO	DOME LIGHT, LED RED / INCAND. W/ UNIVERSAL BRACKET.	\$45	\$75
32	SOUND OFF	EGHST1J-12	GRILL LIGHTS, GRILL MOUNT, RED AND BLUE SPLIT	\$95	\$160
33	SOUND OFF	EGHST2J-12	SIDE LIGHTS, SURFACE MOUNT, RED AND BLUE SPLIT	\$95	\$160
34	SOUND OFF	ETISSO-07	IGNITION SECURITY SYSTEM	\$95	\$225
35	SOUND OFF	EP2DWSA+J	WINDSHIELD MOUNT, DUAL HEAD LED, RED/BLUE	\$210	\$275
36	SOUND OFF	EPL8000	INTERIOR MOUNT LIGHTBAR, W/ TAKE-DOWNS, RED AND BLUE (FOR FORD INTERCEPTOR)	\$595	\$650

SECTION IV
 BID PRICE SCHEDULE

ITEM	MANUFACTURER	PART #	DESCRIPTION	PART ONLY	PART + INSTALL
37	SOUND OFF	ELUC2S010J	UNIVERSAL HIDE-A-WAY LED CORNER LIGHTS (EACH) RED/BLUE SPLIT	\$75	\$140
38	SOUND OFF	ELUC2S010W	UNIVERSAL HIDE-A-WAY LED CORNER LIGHTS (EACH) WHITE	\$75	\$140
39	TROY PRODUCTS	CC-MC9BX12	CONSOLE, 9" FACEPLATES, 12" STORAGE BOX W/LID. INCLUDES N.H.D.	\$425	\$475
40	TROY PRODUCTS	CC-C10	10" CONSOLE	\$240	\$295
41	UNITY	96030-0002	POST MOUNT SPOTLIGHT (FOR EXPEDITIONS)	\$350	\$480
42	WHELEN	SLIMLIGHTER- SLPMMRB	REAR DECK LED, RED/BLUE	\$255	\$320
43	SANTA CRUZ	SC-1/AR	LARGE GUN LOCK, #2 KEY	\$95	\$120
44	SANTA CRUZ	SC-1	STANDARD GUN LOCK, #2 KEY	\$75	\$100
45	SANTA CRUZ	SC-7009-A	ADJ. 10 SECOND TIMER (STATE PROVIDED GUN RACK WITH NO TIMERS)	\$25	\$75
46		UNIVERSAL	POWER DISTRIBUTION SYSTEM, CONSISTS OF THE FOLLOWING: COLE HERSEE 24117 SOLENOID, BLUE SEAS FUSE BOX# 5029 AND BUSSMAN #BP/CB185-50 RESETTABLE CIRCUIT BREAKER.	\$125	\$190
47		UNIVERSAL	WINTER SNAP-ON GRILL COVER, VARIOUS VEHICLES PROVIDE DETAILED INFORMATION (*) BLACK VINYL WITH ZIPPER FRONT	\$70	\$135
48		UNIVERSAL	WINTER STARTING AIDS: ENGINE HEATER PAD, TRANS PAD, BATTERY PAD, J-8 BOX, ANTIFREEZE TO -50.	\$129	\$259
49		UNIVERSAL	POWER PORT, THREE OUTLET FOR 12V ACCESSORIES	\$30	\$60

SECTION IV
BID PRICE SCHEDULE

ITEM	MANUFACTURER	PART #	DESCRIPTION	PART ONLY	PART + INSTALL
50		UNIVERSAL	6" CLEAR DOME LIGHTS	\$25	\$55
51			LABOR RATE PER HOUR (For items not on this price list)	\$65 PER HOUR	

FOB FOR ALL ITEMS IS ANCHORAGE, ALASKA.