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|--|---------------------------------|
| Date of Action: 2/13/17 | |
| Approved <input checked="" type="checkbox"/> | Denied <input type="checkbox"/> |
| By: <i>[Signature]</i> | |

CITY COUNCIL ACTION MEMORANDUM

AM No. 17-06: Contract award to Kendall Ford for the purchase of two (2) vehicles for the Wasilla Police Department in the amount of \$59,424 per State of Alaska (SOA) Contract #CA1991-16.

Originator: April Dwyer, Purchasing
 Date: 1/20/2017

Agenda of: 2/13/2017

| Route to: | Department Head | Signature | Date |
|-----------|------------------------------|--------------------|--------|
| X | Chief of Police | <i>[Signature]</i> | 2/2/17 |
| | Public Works Director | | |
| | Recreation Services Director | | |
| X | Finance Director | <i>[Signature]</i> | 2/1/17 |
| X | Deputy Administrator | <i>[Signature]</i> | 2/1/17 |
| X | City Clerk | <i>[Signature]</i> | 2/1/17 |

Reviewed by Mayor Bert L. Cottle: *[Signature]* 2/1/2017

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

Account name/number/amount:

Vehicle Replacement Fund 120.4230.420.70.42 \$59,424

Attachments: SOA Contract (25 pages)

Summary Statement: The Wasilla Police Department is seeking to replace two (2) vehicles in its fleet by purchasing two (2) Ford Explorers as budgeted in the Vehicle Replacement Fund for fiscal year 2017. The vehicles are being purchased under the attached SOA contract.

The two vehicles will be equipped by Alaska Safety under SOA contract CA1849-14 in the amount of approximately \$13,623 per vehicle. These costs are provided only as additional information.

Staff Recommendation: Adopt AM No. 17-06 by awarding contract to Kendall Ford for the purchase of two (2) vehicles for the Wasilla Police Department in the amount of \$59,424 per SOA contract #CA1991-16.

**CONTRACT AWARD
AMENDMENT THREE**

STATE OF ALASKA
HQ, STATE EQUIPMENT FLEET (Contracting Authority)
2200 E. 42nd Avenue
Anchorage, Alaska 99508
(907-269-0800)

CONTRACT AWARD NUMBER

CA1991-16

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

DATE OF CONTRACT: AUGUST 24, 2015
DATE INITIAL CONTRACT BEGINS: AUGUST 7, 2015
DATE INITIAL CONTRACT ENDS: AUGUST 7, 2016
NUMBER & PERIOD OF RENEWAL OPTIONS: THREE 1-YEAR RENEWALS
RENEWALS EXPIRE (MO/YR): AUGUST 7, 2019
ISSUED IN ACCORDANCE WITH BID # SEP991 **DATED:** JULY 2, 2015
ESTIMATED VALUE OF INITIAL TERM: \$1,750,000.00

CONTRACTOR: KENDALL FORD

ADDRESS: 431 UNGA STREET
ANCHORAGE, ALASKA 99501

CONTACT NAME: RAY MARCUM

PHONE NUMBER: 907-793-8213

E-MAIL: FLEETOIL@AOL.COM

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

THIS AMENDMENT CHANGES THE CONTRACTOR FROM "CAL WORTHINGTON FORD" TO KENDALL FORD PER NOVATION AGREEMENT DATED FEBRUARY 2, 2017.

CONTRACTING AUTHORITY NAME & TITLE
KRISTI FUTREL, CONTRACTING OFFICER III

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.

**CONTRACT
AWARD**

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

CONTRACT AWARD NUMBER

CA1991-16

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

DATE OF CONTRACT: AUGUST 24, 2015
DATE INITIAL CONTRACT BEGINS: AUGUST 7, 2015
DATE INITIAL CONTRACT ENDS: AUGUST 7, 2016

CONTRACTOR: CAL WORTHINGTON FORD
ADDRESS: 431 UNGA STREET
ANCHORAGE, ALASKA 99501

NUMBER & PERIOD OF RENEWALS: THREE 1-YEAR RENEWALS
RENEWALS EXPIRE (MO/YR): AUGUST 7, 2019

CONTACT NAME: RAY MARCUM
PHONE NUMBER: 907-793-8213
E-MAIL: FLEETOIL@AOL.COM

ISSUED IN ACCORDANCE WITH BID # SEF- 1991 **DATED:** JULY 2, 2015
ESTIMATED VALUE OF INITIAL TERM: \$1,750,000.00

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

**CONTRACT FOR FORD POLICE VEHICLES
CONTRACTING OFFICER: KRISTI FUTREL
(907) 269-0793 PHONE
KRISTI.FUTREL@ALASKA.GOV**

**SECTION I - SPECIAL TERMS AND CONDITIONS
SECTION II - STANDARD TERMS AND CONDITIONS
SECTION III - SPECIFICATIONS
SECTION IV - BID PRICE SCHEDULE**

CONTRACTING AUTHORITY NAME & TITLE
KRISTI FUTREL, CONTRACTING OFFICER III

SIGNATURE

CONTRACTOR AUTHORITY NAME
RAY MARCUM

SIGNATURE
On File

IMPORTANT: 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order.
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SECTION I
SPECIAL TERMS AND CONDITIONS

1.0 CONTRACT INTENT: Contract for Ford police vehicles.

- 1.1 Contract Period: One Year with Three (1) One-Year Renewals
- 1.2 Location of Use: Statewide
- 1.3 Warranty locations: At a minimum Anchorage and Fairbanks
- 1.4 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
 - 1.4.1 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's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
 - 2.1.4 Fuel tank shall be filled to at least register a minimum $\frac{1}{4}$ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
 - 2.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
 - 2.1.6 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.

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.

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.
- 3.2 Shipping must be consolidated for the best possible price. Shipping items separately must be pre-approved by the Contracting Officer PRIOR to shipment. For example, GP Bucket or Spare Tire not being shipped with host unit must be pre-approved.

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 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 EQUIPMENT RELIABILITY:

- 5.1 Reliability of equipment is of paramount importance to the State. It is the policy of SEF to require minimum levels of reliability from owned or leased equipment for it to be considered acceptable. Equipment offered for this bid must be capable of meeting the acceptable reliability standard stated below.
- 5.2 Acceptable Reliability: The State will monitor equipment reliability. Acceptable reliability for this contract is achieved when a machine achieves or maintains a Reliability Ratio (RR) equal to or exceeding the following:
 - 5.2.1 .90 (90 percent) RR during any consecutive 12-months (365 days) during the warranty period.
 - 5.2.2 .75 (75 percent) RR per operational month (recognizing operational as subject to weather and being defined by calendar days) during the consecutive 12-month period.
 - 5.2.3 A RR below the state percentages does not meet minimum reliability requirements for state owned equipment.

6.0 WARRANTY:

- 6.1 **Standard Warranty Package:** Unless otherwise stipulated by this ITB, the successful bidder will provide:
 - 6.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for 36 months (three years)/36,000 miles (whichever comes first), from the date the unit is placed in service at the assigned location.
 - 6.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
 - 6.1.3 Powertrain Warranty on pursuit rated vehicles for 60 months (five years)/100,000 miles (whichever comes first).
 - 6.1.4 Powertrain Warranty on non-pursuit rated vehicles for 60 months (five years)/60,000 miles (whichever comes first).
 - 6.1.5 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.

- 6.1.6 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.
- 6.1.7 Warranty on Attachments: Same as Standard Warranty Package.
- 6.1.8 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.

6.2 Warranty Claims:

- 6.2.1 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.
- 6.2.2 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.
- 6.2.3 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.
- 6.2.4 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.
- 6.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.
- 6.2.6 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.

6.3 Warranty Performed by Vendor:

- 6.3.1 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:
 - 6.3.1.1 Mileage Charge: Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
 - 6.3.1.2 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$60.00 per day.
 - 6.3.1.3 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.
 - 6.3.1.4 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.
- 6.3.2 Travel will only be reimbursed for time in Alaska.
- 6.3.3 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.

6.4 Authorized Warranty (Contractor/Bidder):

- 6.4.1 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.

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

- (*) Kendall Ford, 2701 E Mountain Village Dr., Wasilla, Alaska 99654
- Seekins Ford, 1625 Seekins Drive, Fairbanks, Alaska 99701

Provide contact name and contact information for Warranty Administrator:

- (*) Seekins Ford, Tim Edsell 907-459-4000
- Worthington Ford, Brooks Axt, 907-276-5300
- Kendall Ford, 907-376-5656

Provide documentation of factory certified and trained personnel:

- (*) Ford technicians are trained and certified

6.4.2 The ultimate responsibility for warranty lies with the contractor (bidder).

6.4.3 The State reserves the right to inspect the warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.

6.5 **Factory Recall:**

6.5.1 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.

7.0 **REPAIR ORDERS AND DOCUMENTATION:**

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

8.0 **PUBLICATIONS:**

8.1 Paper publications are to be received by the State at the time of delivery. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.

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

8.1.2 Electronic publications may be requested.

8.2 Standard OEM Owner's Manual

8.3 **Service Bulletins, Etc.:** The successful bidder 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 vendor 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 State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment.

9.0 **STATEMENT OF ORIGIN:** The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be delivered with the invoice to:

DOT&PF, HQ State Equipment Fleet
2200 E. 42nd Avenue Room #318
Anchorage, Alaska 99508

10.0 **WEIGHT VERIFICATION SLIPS:** If required in the Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

11.0 **PRICE:**

- 11.1 **Price Guarantee:** The Contractor is responsible to maintain prices under the contract firm for model year. All price increases or decreases must remain firm for the following model year.
- 11.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**
- 11.3 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:
- 11.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
- 11.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
- 11.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.
- 11.3.1.3 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.
- 11.4 **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.
- 11.5 **Manufacturer's Rebate (Incentives):**
- 11.5.1 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.

12.0 REPLACEMENT PARTS AND REPAIRS:

- 12.1 This contract encompasses a full parts and labor contract for manufacturer parts and repairs for the entire warranty period.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.4.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
- 12.4.2 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. **Cores returned within 12 months of original invoice date will receive full core credit.** 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.
- 12.4.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

SECTION II
STANDARD TERMS & CONDITIONS

- 1.0 **COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 2.0 **SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 3.0 **FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
- 4.0 **EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
- 5.0 **CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.
- 6.0 **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.
- 7.0 **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.
- 8.0 **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 9.0 **FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 10.0 **CONTRACT EXTENSION:** Unless otherwise provided in this ITB, 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.
- 11.0 **DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 12.0 **DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
- 13.0 **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

SECTION II
STANDARD TERMS & CONDITIONS

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.

- 14.0 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.
- 15.0 GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
- 16.0 NEW EQUIPMENT:** Equipment offered in response to this ITB 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. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.
- 17.0 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.
- 18.0 INSPECTION:** Equipment offered for lease may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.
- 19.0 ALTERATIONS:** The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.
- 20.0 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 to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.
- 21.0 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.
- 22.0 DELIVERY TIME:** The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).
- 23.0 DELIVERY CONFIRMATION:** Bidders must obtain a confirmation from the manufacturer that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates. A copy of the manufacturer's confirmation may be included with the bid or submitted within 10 days of the state's request. The bidder's failure to provide the manufacturers confirmation as required will cause the state to consider the bid non-responsive and reject the bid.
- 24.0 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED:** Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.
- 25.0 CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the

SECTION II
STANDARD TERMS & CONDITIONS

contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

- 26.0 ESTIMATED QUANTITIES:** The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.
- 27.0 SERVICE CHARGES:** Regardless whether the contractor repairs equipment on-site or off-site, the state will not be liable for any charges associated with the repair of broken equipment, including, but not limited to, unhooking, disassembly, packaging, crating, repair, transportation, replacement, reassembly, or rewiring.
- 28.0 PARTS:** Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of state equipment.
- 29.0 COMPLETION OF SERVICE:** The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications.
- 30.0 SERVICE TECHNICIAN QUALIFICATIONS:** Bidders must provide evidence that the person performing the service work is a manufacturer's authorized service technician; or, the bidder may provide evidence that they have contracted with a manufacturer's authorized service technician to perform the service work.

Acceptable evidence of the service technician's competence may take the form of a letter or certificate, signed by an authorized officer of the manufacturer, that the service technician has been trained and authorized by the manufacturer to provide manufacturer's authorized warranty service.

The bidder's failure to provide the evidence mentioned above, within the time required by the state, may cause the state to consider the bid non-responsive and reject the bid.

- 31.0 WORKMANSHIP & MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The state will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.
- 32.0 CONTRACT CANCELLATION:** The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.
- 33.0 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.
- 34.0 CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 59.0 PAYMENT FOR STATE PURCHASES:** 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 that establishes a lower interest rate or precludes the charging of interest.
- 60.0 CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of State Equipment Fleet, Contracting Officer, Department of Transportation.
- 61.0 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

SECTION II
STANDARD TERMS & CONDITIONS

provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

62.0 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 III
SPECIFICATIONS

UNIT TYPE: *Ford Police Interceptor, Front Wheel Drive*

Model P2L

APPLICATION: To be used by the Alaska State Troopers on patrol duties. Weather variance from plus 100 degrees to minus 50 degrees Fahrenheit.

- 1.0 Engine: 3.5L V6
 - 1.1 2.0L EcoBoost V6 (priced as option)
- 2.0 Transmission: Automatic, 6-Speed w/OD
- 3.0 Starting Aids:
 - 3.1 Engine Block Heater
- 4.0 Brakes: To include anti-lock braking system and traction control
- 5.0 Tires: Tires shall have a speed rating of V (149mph) or higher, with matching, full size spare tire and wheel securely mounted in trunk.
- 6.0 Body:
 - 6.1 Four (4) Doors
 - 6.2 Front license plate bracket
 - 6.3 Privacy glass, OEM
 - 6.4 Bumper to frame rail bracket kit (OEM Package 60B)
 - 6.5 To include heavy duty insulated black rubber matting on full floor area including front and back of passenger areas
 - 6.6 Cruise Control & Tilt Steering OEM
 - 6.7 Power windows and door locks
 - 6.7.1 Rear door windows controlled by driver only, switch delete (OEM Package 67D)
 - 6.8 Ford SYNC with Reverse Sensing System (OEM Package 53M/76R) (priced as option)
 - 6.9 Rearview Camera (OEM Package 77B) (priced as option)
 - 6.10 Heated Mirrors
 - 6.11 AM/FM Radio
 - 6.12 Lighter:
 - 6.12.1 Lighter to have heavy-duty wiring to facilitate the use of police related accessories
 - 6.12.2 To be wired independently of ignition switch
 - 6.13 Body Side Molding: All moldings will be installed on vehicles
 - 6.14 Seating: 5 passenger (including driver)
 - 6.14.1 Front bucket seats, cloth only
 - 6.14.2 Vinyl rear bench seat
 - 6.14.3 Operator's seat to have six (6)-way power adjuster option
 - 6.14.4 Interior color to be dark grey
 - 6.15 Keys and Door Locks:
 - 6.15.1 OEM power door locks with master control for all doors installed in driver's door
 - 6.15.2 Rear handles to be inoperable with locks inoperable (OEM Package 18G)

SECTION III
SPECIFICATIONS

- 6.15.3 All cars and locks to be keyed alike (Fleet Keys) for ignition, doors and trunk. To include three (3) keys with each unit
- 6.15.4 Remote keyless-entry key fob (w/o keypad, less PATS) (OEM Package 60P) (priced as option)
- 6.16 Hood:
 - 6.16.1 To have double safety latch with hood release inside car
 - 6.16.2 To have under hood light
 - 6.16.3 Hood is to be non-reflective, flat black (priced as option)
- 6.17 Trunk:
 - 6.17.1 To have a minimum 20.0 cubic feet of space
 - 6.17.2 To include a deck lid release switch, battery controlled
 - 6.17.3 Trunk electronics tray (OEM Package 62D)
 - 6.17.4 To include molded full carpeted OEM liner
- 7.0 Lighting:
 - 7.1 Headlights to have shatterproof type lens or have protective shatterproof covers
 - 7.2 Front head lamp lighting solution (OEM Package 66A)
 - 7.3 Rear tail lamp lighting solution (OEM Package 66B)
 - 7.4 Spot Lamp: to be mounted in left-hand pillar post. To be independent of ignition on separate 20 amp fused circuit, (OEM Package 21D) (priced as option)
 - 7.5 Dome light OEM
 - 7.6 Dark car feature – Ability to disable all interior and exterior automatic lights (OEM Package 13C)
 - 7.7 OEM installed trunk light; with separate on/off heavy-duty metal switch (single pole, single throw or push button) wired in line and located inside trunk near latch
 - 7.8 Daytime running lights (OEM Package 942) (priced as option) (for clarification purposes, this is listed as an option because typical units will require NOT having this feature)
- 8.0 Special Wiring and Accessories:
 - 8.1 Auxiliary Speakers and Wiring:
 - 8.1.1 Speakers to be 6.0 Ohms, 10 watts
 - 8.1.2 Two (2) each front (left/right) for end users communications radio
 - 8.1.3 Wiring connected to speakers to include approximately 36 inches extra wire coiled below center dash
 - 8.1.4 Entertainment radio will operate through rear speakers only
 - 8.2 Radio Suppression Package
- 9.0 Miscellaneous:
 - 9.1 Tool Kit: To be equipped with wheel wrench and jack
 - 9.2 Road Ready Package (OEM Package 856) (Priced as option)
 - 9.3 Ballistic Door Panels, Driver Only (OEM Package 65) (Priced as option)
 - 9.4 Ballistic Door Panels, Driver and Front Passenger (OEM Package 65C) (Priced as option)
 - 9.5 Publications to include factory service bulletins to all regional SEF Managers, and one (1) each operator's manual to be delivered with each vehicle

SECTION III
SPECIFICATIONS

- 9.6 Delivery Inspection: All final inspections for compliance to specifications on all patrol vehicles are conducted at FOB point

SECTION III
SPECIFICATIONS

UNIT TYPE: *Ford Police Interceptor AWD*

Model P2M

APPLICATION: To be used by the Alaska State Troopers in pursuit as well as patrol duties. Weather variance from plus 100 degrees to minus 50 degrees Fahrenheit.

- 1.0 Engine: 3.5L EcoBoost V6, 365HP
 - 1.1 3.7L V6 280HP (priced as option)
- 2.0 Transmission: Automatic, 6-speed w/OD
- 3.0 Starting Aids:
 - 3.1 Engine Block Heater
- 4.0 Brakes: To include anti-lock braking system and traction control
- 5.0 Tires: Tires shall have a speed rating of (149mph) or higher, with matching, full size spare tire and wheel securely mounted in trunk
- 6.0 Body:
 - 6.1 Four (4) Doors
 - 6.2 Front license plate bracket
 - 6.3 Privacy glass, OEM
 - 6.4 Bumper to frame rail bracket kit (OEM Package 60B)
 - 6.5 To include heavy duty insulated black rubber matting on full floor area including front and back of passenger areas
 - 6.6 Cruise Control & Tilt Steering OEM
 - 6.7 Power windows and door locks
 - 6.7.1 Rear door windows controlled by driver only, switch delete (OEM Package 67D)
 - 6.8 Ford SYNC with Reverse Sensing System, (OEM Package 53M/76R) (priced as option)
 - 6.9 Rearview Camera (OEM Package 77B) (priced as option)
 - 6.10 Heated Mirrors
 - 6.11 AM/FM Radio
 - 6.12 Lighter:
 - 6.12.1 Lighter to have heavy-duty wiring to facilitate the use of police related accessories
 - 6.12.2 To be wired independently of ignition switch
 - 6.13 Body Side Molding: All moldings will be installed on vehicles
 - 6.14 Seating: 5 passenger (including driver)
 - 6.14.1 Front bucket seats, cloth only
 - 6.14.2 Vinyl rear bench seat
 - 6.14.3 Operator's seat to have six (6)-way power adjuster option
 - 6.14.4 Interior color to be dark grey
 - 6.15 Keys and Door Locks:
 - 6.15.1 OEM power door locks with master control for all doors installed in driver's door
 - 6.15.2 Rear handles to be inoperable with locks inoperable (OEM Package 18G)

SECTION III
SPECIFICATIONS

- 6.15.3 All cars and locks to be keyed alike (Fleet Keys) for ignition, doors and trunk. To include three (3) keys with each unit
- 6.15.4 Remote keyless-entry key fob (w/o keypad, less PATS) (OEM Package 60P) (priced as option)
- 6.16 Hood:
 - 6.16.1 To have double safety latch with hood release inside car
 - 6.16.2 To have under hood light
 - 6.16.3 Hood is to be non-reflective, flat black (priced as option)
- 6.17 Trunk:
 - 6.17.1 To have a minimum 20.0 cubic feet of space
 - 6.17.2 To include a deck lid release switch, battery controlled
 - 6.17.3 Trunk electronics tray (OEM Package 62D)
 - 6.17.4 To include molded full carpeted OEM liner
- 7.0 Lighting:
 - 7.1 Headlights to have shatterproof type lens or have protective shatterproof covers
 - 7.2 Front head lamp lighting solution (OEM Package 661)
 - 7.3 Rear tail lamp lighting solution (OEM Package 662)
 - 7.4 Spot Lamp: to be mounted in left-hand pillar post. To be independent of ignition on separate 20 amp fused circuit, (OEM Package 21D) (priced as option)
 - 7.5 Dome light OEM
 - 7.6 Dark car feature – Ability to disable all interior and exterior automatic lights (OEM Package 13C)
 - 7.7 OEM installed trunk light; with separate on/off heavy-duty metal switch (single pole, single throw or push button) wired in line and located inside trunk near latch
 - 7.8 Daytime running lights (OEM Package 942) (priced as option) (for clarification purposes, this is listed as an option because typical units will require NOT having this feature)
- 8.0 Special Wiring and Accessories:
 - 8.1 Auxiliary Speakers and Wiring:
 - 8.1.1 Speakers to be 6.0 Ohms, 10 watts
 - 8.1.2 Two (2) each front (left/right) for end users communications radio
 - 8.1.3 Wiring connected to speakers to include approximately 36 inches extra wire coiled below center dash
 - 8.1.4 Entertainment radio will operate through rear speakers only
 - 8.2 Radio Suppression Package
- 9.0 Miscellaneous:
 - 9.1 Tool Kit: To be equipped with wheel wrench and jack
 - 9.2 Road Ready Package (OEM Package 856) (Priced as option)
 - 9.3 Ballistic Door Panels, Driver Only (OEM Package 65E) (Priced as option)
 - 9.4 Ballistic Door Panels, Driver and Front Passenger (OEM Package 65C) (Priced as option)
 - 9.5 Publications to include factory service bulletins to all regional SEF Managers, and one (1) each operator's manual to be delivered with each vehicle

SECTION III
SPECIFICATIONS

- 9.6 Delivery Inspection: All final inspections for compliance to specifications on all patrol vehicles are conducted at FOB point

SECTION III
SPECIFICATIONS

UNIT TYPE: *Ford Expedition, 4x4, Special Service Package*

Model U1G

APPLICATION: To be used by the Alaska State Troopers on patrol duties. Weather variance from plus 100 degrees to minus 50 degrees Fahrenheit

- 1.0 Engine: Gas, V6, 3.5 EcoBoost, 365 HP
- 2.0 Transmission: Automatic, 6-Speed w/ OD
- 3.0 Starting Aids:
 - 3.1 Engine Block Heater
- 4.0 Brakes: To include anti-lock brake system, 4-wheel, traction control
- 5.0 Tires: All season radial tires with a full size spare securely mounted on/in the unit (roof mounted is not acceptable)
- 6.0 Body:
 - 6.1 Four (4) Doors
 - 6.2 Wheel base: 119 Inches
 - 6.3 Overall Length: 206.5 Inches
 - 6.4 Front license plate bracket
 - 6.5 Privacy Glass, OEM
 - 6.6 Skid Plate Package
 - 6.7 Vinyl flooring, with removable floor mats
 - 6.8 Cruise Control and Tilt Steering
 - 6.9 Power windows and door locks
 - 6.9.1 Rear windows controlled by driver only
 - 6.10 Ford SYNC with Reverse Sensing System (priced as option)
 - 6.11 Rear View Camera Package (priced as option)
 - 6.12 Heated Mirrors
 - 6.13 AM/FM Radio with CD
 - 6.14 Lighter:
 - 6.14.1 Lighter to have heavy-duty wiring to facilitate the use of police related accessories
 - 6.14.2 To be wired independently of ignition switch
 - 6.15 Front Tow Hooks
 - 6.16 Trailer Towing Package with Class III Hitch
 - 6.17 Supplemental restraint system for both driver and right front passenger

SECTION III
SPECIFICATIONS

- 6.18 Seating: 5-passenger (including driver)
 - 6.18.1 Front bucket seats with no console, cloth only
 - 6.18.2 Vinyl rear bench seat
 - 6.18.3 Optional 3rd row seat, vinyl, (OEM Package 875)
 - 6.18.4 Optional 2nd row cloth, (OEM Package 21F)
 - 6.18.5 Interior color to be dark grey
- 6.19 Keys and Door Locks:
 - 6.19.1 OEM power door locks with master control for all doors installed in driver's door
 - 6.19.2 Inoperable rear door handles and locks
 - 6.19.3 To include four (4) keys with each unit
 - 6.19.4 Remote keyless-entry key fob (priced as option)
- 6.20 Hood:
 - 6.20.1 To have double safety latch with hood release inside car
 - 6.20.2 To have under hood light.
 - 6.20.3 Hood is to be non-reflective, flat black (priced as option)
- 7.0 Lighting:
 - 7.1 Headlights to have shatterproof type lens or have protective shatterproof covers
 - 7.2 Daytime running lights (priced as option) (for clarification purposes, this is listed as an option because typical units will require NOT having this feature)
- 8.0 Miscellaneous:
 - 8.1 Tool Kit: To be equipped with wheel wrench and jack
 - 8.2 Running Boards OEM Package 186 (Priced as option)
 - 8.3 Publications to include factory service bulletins to all regional SEF Managers, and one (1) each operator's manual to be delivered with each vehicle
 - 8.4 Delivery Inspection: All final inspections for compliance to specifications on all patrol vehicles are conducted at FOB point

UNIT TYPE: *Ford Explorer, AWD, Police Interceptor*

SECTION III
SPECIFICATIONS

APPLICATION: To be used by the Alaska State Troopers in pursuit as well as patrol duties. Weather variance from plus 100 degrees to minus 50 degrees Fahrenheit.

- 1.0 Engine: Gas, 3.7L V6
 - 1.1 Gas, 3.5L Ecoboost V6 (priced as option)
- 2.0 Transmission: Automatic, 6-Speed w/ OD
- 3.0 Starting Aids:
 - 3.1 Engine Block Heater 41H
- 4.0 Brakes: To include anti-lock brake system, 4-wheel, traction control
- 5.0 Tires: Tires shall have a speed rating of V (149mph) or higher, with matching, full size spare tire and wheel securely mounted in trunk
- 6.0 Body:
 - 6.1 Four (4) Doors
 - 6.2 Wheel base: 112.6 Inches
 - 6.3 Overall Length: 197.1 Inches
 - 6.4 Front license plate bracket (OEM Package 153)
 - 6.5 Privacy Glass, OEM
 - 6.6 Skid Plate Package (OEM Package 76D)
 - 6.7 Vinyl flooring
 - 6.8 Cruise Control and Tilt Steering
 - 6.9 Power windows and door locks
 - 6.9.1 Rear windows controlled by driver only
 - 6.10 Ford SYNC (OEM Package 53M) (priced as option)
 - 6.11 Reverse sensing system (OEM Package 76R) (priced as option)
 - 6.12 Rear View Camera Package (OEM Package 87R) (priced as option) (for clarification, this is intended to move the standard rear view camera package to the rear view mirror location as to not interfere with police equipment)
 - 6.13 Heated Mirrors (OEM Package 549)
 - 6.14 AM/FM Radio with CD
 - 6.15 Lighter:
 - 6.15.1 Lighter to have heavy-duty wiring to facilitate the use of police related accessories
 - 6.15.2 To be wired independently of ignition switch
 - 6.16 Front Tow Hooks

SECTION III
SPECIFICATIONS

- 6.17 Trailer Towing Package with Class III Hitch, dealer installed (priced as option)
- 6.18 Supplemental restraint system for both driver and right front passenger
- 6.19 Seating: 5-passenger (including driver)
 - 6.19.1 Front bucket seats with no console, cloth only
 - 6.19.2 Vinyl rear bench seat
 - 6.19.3 Interior color to be dark grey
- 6.20 Keys and Door Locks:
 - 6.20.1 OEM power door locks with master control for all doors installed in driver's door
 - 6.20.2 Rear handles to be inoperable with locks inoperable (OEM Package 68G)
 - 6.20.3 All cars and locks to be keyed alike (Fleet Keys) for ignition, doors and trunk. To include three (3) keys with each unit
 - 6.20.4 Remote Keyless-Entry key fob (w/o Keypad, less PATS) (OEM Package 595) (priced as option)
- 6.21 Hood:
 - 6.21.1 To have double safety latch with hood release inside car
 - 6.21.2 To have under hood light
 - 6.21.3 Hood to be non-reflective, flat black (priced as option)
- 7.0 Lighting:
 - 7.1 Headlights to have shatterproof type lens or have protective shatterproof covers
 - 7.2 Front head lamp lighting solution (OEM Package 66A)
 - 7.3 Rear tail lamp lighting solution (OEM Package 66B)
 - 7.4 Spot Lamp – Incandescent Bulb: To be mounted in left-hand pillar post. To be independent of ignition on separate 20 amp fused circuit. 51Y (priced as option)
 - 7.5 Dome Lamp – Red/White in cargo area (OEM Package 17T)
 - 7.6 Dark car feature - Ability to disable all interior and exterior automatic lighting (OEM Package 43D)
 - 7.7 Daytime running lights (priced as option) (for clarification purposes, this is listed as an option because typical units will require NOT having this feature)
 - 7.8 Traffic advisory feature (priced as option)
- 8.0 Miscellaneous:
 - 8.1 Tool Kit: To be equipped with wheel wrench and jack
 - 8.2 Aux Air Conditioning (priced as option)
 - 8.3 Road Ready Package (OEM Package 67H) (priced as option)
 - 8.4 Ballistic Door Panels, Driver Only (OEM Package 90D) (priced as option)
 - 8.5 Ballistic Door Panels, Driver and Front Passenger, (OEM Package 90E) (priced as option)
 - 8.6 Publications to include factory service bulletins to all regional SEF Managers, and one (1) each operator's manual to be delivered with each vehicle
 - 8.7 Delivery Inspection: All final inspections for compliance to specifications are conducted at FOB point

End of Specifications

SECTION IV
 BID PRICE SCHEDULE

BID PRICE SCHEDULE

| Description | Cost |
|--|--------------|
| FORD INTERCEPTOR FWD MODEL P2L | |
| Ford Interceptor FWD, 3.5L V6, White w/Black Hood | \$ 26,286.00 |
| Ford Interceptor FWD, 3.5L V6, Random Color | \$ 25,986.00 |
| Engine: 2.0 I4 Eco Boost (requires 501A pkg.) | \$ 720.00 |
| Ford SYNC with Reverse Sensing System | \$ 590.00 |
| Rearview camera | Included |
| Remote Keyless Entry (w/o keypad, less PATS) | \$ 255.00 |
| Spot lamp | \$ 343.00 |
| Daytime running lights | \$ 49.00 |
| Road Ready Package (Package 67h) | \$ 3,470.00 |
| Ballistic Door Panels, Driver Only | \$ 1,497.00 |
| Ballistic Door Panels, Driver and front passenger | \$ 2,994.00 |
| FORD INTERCEPTOR AWD MODEL P2M | |
| Ford Interceptor AWD, 3.5L Eco Boost V6, 365HP, White w/Black Hood | \$ 29,986.00 |
| Ford Interceptor AWD, 3.5L Eco Boost V6, 365HP, Random Color | \$ 29,686.00 |
| Engine: 2.0 I4 Eco Boost (requires 501A pkg.) | \$ 720.00 |
| Ford SYNC with Reverse Sensing System | \$ 590.00 |
| Rearview Camera | Included |
| Remote Keyless Entry (w/o keypad, less PATS) | \$ 255.00 |
| Spot Lamp | \$ 210.00 |
| Daytime Running Lights | \$ 49.00 |
| Road Ready | \$ 3,470.00 |
| Ballistic Door Panels, Driver Only | \$ 1,497.00 |
| Ballistic Door Panels, Driver and Front Passenger | \$ 2,994.00 |
| FORD EXPEDITION, 4x4, SPECIAL SERVICE PACKAGE MODEL U1G | |
| Ford Expedition, 4x4, Special Service Package, White w/Black hood | \$ 33,314.00 |
| Ford Expedition, 4x4, Special Service Package, Random Color | \$ 32,989.00 |
| 2nd and 3rd row seat cloth | \$ 875.00 |
| Ford SYNC with Reverse Sensing System | \$ 604.00 |
| Rearview Camera | Included |
| Daytime Running Lights | \$ 45.00 |
| Running Boards | \$ 425.00 |
| FORD EXPLORER, AWD, Police Interceptor MODEL K8A | |
| Ford Explorer, 3.7L V6 White w/Black Hood | \$ 29,652.00 |
| Ford Explorer, 3.7L V6, Random Color | \$ 29,327.00 |
| Engine 3.5L, Eco Boost, V6 | \$ 3,225.00 |
| Ford SYNC | \$ 290.00 |
| Reverse Sensing System | \$ 270.00 |
| Rearview Camera | Included |
| Remote Keyless Entry (w/o keypad, less PATS) | \$ 250.00 |
| Spot Lamp | \$ 385.00 |
| Daytime Running Lights | \$ 39.00 |
| Road Ready | \$ 3,315.00 |

SECTION IV
 BID PRICE SCHEDULE

| | |
|---|-------------|
| Ballistic Door Panels, Driver Only | \$ 1,506.00 |
| Ballistic Door Panels, Driver and Front Passenger | \$ 3,012.00 |
| Trailer Towing Package with Class III Hitch | \$ 325.00 |

| | | |
|---|--|---|
| <p><u>Cal Worthington Ford Lincoln</u></p> <p>COMPANY SUBMITTING BID</p> <p><u>On File</u></p> <p>AUTHORIZED SIGNATURE</p> <p><u>Ray Marcum</u></p> <p>PRINTED NAME</p> <p><u>7/24/2015</u></p> <p>DATE</p> | <p><u>431 Unga Street</u></p> <p>ADDRESS</p> <p><u>Anchorage, AK 99501</u></p> <p>CITY, STATE, ZIP</p> <p><u>907-793-8213/907-793-8255</u></p> <p>PHONE/FAX</p> <p><u>fleetoil@aol.com</u></p> <p>E-MAIL ADDRESS</p> | <p><u>955291</u></p> <p>ALASKA BUSINESS LICENSE NO:</p> <p>DOES YOUR BUSINESS QUALIFY FOR PREFERENCES?</p> <p><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES YOUR BUSINESS QUALIFY FOR THE VETERANS PREFERENCES?</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> |
|---|--|---|

Revised 03/14/2012

SEF-1991

Cal Worthington Ford, Ray Marcum (907) 793-8213

Replacing: _____

| FORD EXPLORER, AWD, Police Interceptor, MODEL K8A | | | |
|---|---|--------------|--------------|
| 0 | Ford Explorer, 3.7L V6 White w/Black Hood | \$ 29,652.00 | \$ - |
| 2 | Ford Explorer, 3.7L V6, Random Color | \$ 29,327.00 | \$ 58,654.00 |
| 0 | Englne 3.5L, EcoBoost, V6 | \$ 3,225.00 | \$ - |
| 0 | Ford SYNC | \$ 290.00 | \$ - |
| 0 | Reverse Sensing System | \$ 270.00 | \$ - |
| 0 | Rearview Camera | Included | Included |
| 0 | Remote Keyless Entry (w/o keypad, less PATS) | \$ 250.00 | \$ - |
| 2 | Spot Lamp | \$ 385.00 | \$ 770.00 |
| 0 | Daytime Running Lights | \$ 39.00 | \$ - |
| 0 | Road Ready | \$ 3,315.00 | \$ - |
| 0 | Ballistic Door Panels, Driver Only | \$ 1,506.00 | \$ - |
| 0 | Ballistic Door Panels, Driver and Front Passenger | \$ 3,012.00 | \$ - |
| 0 | Trailer Towing Package with Class III Hitch | \$ 325.00 | \$ - |
| PO TOTAL | | | \$ 59,424.00 |

Rev. 10/19/16

SILVER**

Fleet Keyed**