



***CITY OF NORTH POLE***  
**Regular Meeting January 16, 2018**  
**North Pole Council Chambers**  
**125 Snowman Lane, North Pole, Alaska**  
[www.northpolealaska.com](http://www.northpolealaska.com)

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***Tuesday, January 16, 2018***  
**Committee of the Whole: 6:30 p.m.**  
**Regular City Council Meeting – 7:00 p.m.**

**MAYOR**

Bryce Ward – Borough Rep  
888-4444

**CITY CLERK**

Judy Binkley  
488-8583

**COUNCIL MEMBERS**

Avery Thompson – Mayor Pro Tem	388-5351
David Skipps – Deputy Mayor Pro Tem	750-5106
Aino Welch – Alt Dep Mayor Pro Tem	488-5834
Santa Claus	388-3836
Doug Isaacson	322-3133
Sharon Hedding	488-9075

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance to the US Flag**
3. **Invocation**
4. **Approval of the Agenda**
5. **Approval of the Minutes**
6. **Communications from the Mayor**
  - **Proclamation – Hannah Johnson, NPHS Student of the Month**
7. **Council Member Questions of the Mayor**
8. **Communications from Department Heads, Borough Representative and the City Clerk**

**9. Ongoing Projects Report**

**10. Citizens Comments (Limited to Five (5) minutes per Citizen)**

**11. Old Business**

- Ordinance 17-28, An Ordinance of the City of North Pole, Alaska to Amend Title 2, Administration and Personnel Chapter 36 Personnel System, Section 110 and 190 Regarding the City Hiring and Promotion Process.

**12. New Business**

- Request to Approve a Contract with Kohler, Schmitt & Hutchison (KS&H) for the 2017 Audit.
- Request for Approval to Extend the Auction Contract with Great North Auction LLC Until June 15, 2018.
- Request to Approve the Purchase of 2 Patrol Cars for the Police Department.

**13. Council Comments**

**14. Adjournment**

*The City of North Pole will provide an interpreter at City Council meetings for hearing impaired individuals. The City does require at least 48 hours' notice to arrange for this service. All such requests are subject to the availability of an interpreter. All City Council meetings are recorded on CD. These CD's are available for listening or duplication at the City Clerk's Office during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. or can be purchased for \$10.00 per CD. The City Clerk's Office is located in City Hall, 125 Snowman Lane, North Pole, Alaska.*



**Committee of the Whole – 6:30 P.M.**  
**Regular City Council Meeting – 7:00 P.M.**

A regular meeting of the North Pole City Council was held on Tuesday, January 2, 2018 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

**CALL TO ORDER/ROLL CALL**

Mayor Ward called the regular City Council meeting of Tuesday, January 2, 2018 to order at 7:04 p.m.

***There were present:***

**Avery Thompson** – Mayor Pro Tem  
**David Skipps** – Deputy Mayor Pro Tem  
**Aino Welch** – Alt Dep Mayor Pro Tem  
**Santa Claus**  
**Doug Isaacson**  
**Sharon Hedding**

***Absent/Excused***

**PLEDGE OF ALLEGIANCE TO THE U.S. FLAG**

Led by Mayor Ward

**INVOCATION**

Invocation was given by Mr. Isaacson

**APPROVAL OF AGENDA**

**Mr. Thompson** *moved to approve the agenda of January 2, 2018*

**Seconded by Ms. Hedding**

**Discussion**

None

**Mr. Thompson** *moved to postpone the following items:*

**Old Business:**

- a. Ordinance 17-28, An Ordinance of the City of North Pole, Alaska to Amend Title 2, Administration and Personnel Chapter 36 Personnel System, Section 110 and 190 Regarding the City Hiring and Promotion Process.

**Seconded by Ms. Welch**

**Discussion**

None

***On the amendment***

**PASSED**

Yes: 7 – Skipps, Hedding, Thompson, Claus, Isaacson, Welch, Ward

No: 0

Absent: 0

**Mr. Thompson *moved to* consent the following items:**

**New Business:**

- b.** Request to Accept Bettisworth North's Proposal for the Redesign of City Hall and the Police Department.

**Seconded by Mr. Skipps**

**Discussion**

None

***On the amendment***

**PASSED**

Yes: 7 – Skipps, Hedding, Thompson, Claus, Isaacson, Welch, Ward

No: 0

Absent: 0

***On the Agenda as amended***

**Discussion**

None

**PASSED**

Yes: 7 – Skipps, Hedding, Thompson, Claus, Isaacson, Welch, Ward

No: 0

Absent: 0

**APPROVAL OF MINUTES**

**Mr. Thompson *moved to* approve the Minutes of December 18, 2017**

**Seconded by Mr. Skipps**

**Discussion**

None

**PASSED**

Yes: 7 – Skipps, Hedding, Thompson, Claus, Isaacson, Welch, Ward

No: 0

Absent: 0

**COMMUNICATIONS FROM THE MAYOR**

- Happy New Year to everyone!
- January 6<sup>th</sup> is the last day for Christmas in Ice. This will be the last year they are at their current location and next year, they will be in the Gavora Mall parking lot. They are still looking for a permanent location.
- This is my last year as Mayor and enjoy the opportunity to serve with everyone here on Council.
- Martin Luther King Jr. Day Proclamation

**COUNCIL MEMBER QUESTIONS OF THE MAYOR**

None

**COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK**

**Fire Dept., Chief Coon**

- The new Lieutenant will start on the 16<sup>th</sup>. We have made a conditional offer for the engineer position and that person is working through our process. Hopefully we will have him on duty in February.
- Rocky's heating is finishing up our boiler controls project. Some new problems have been uncovered throughout the changeover that will require fixing later in the year. It is anticipated that all repairs will be completed with the funds that have been dedicated in 2017 and existing building maintenance funds in 2018.
- Chief Coon will be reviewing the fireworks rules for the sale of fireworks within the City of North Pole. The intent is to make sure that the sale of fireworks is done in the safest manner possible. Chief Coon stated that he discussed the review with each of the vendors during their safety inspection.
- Chief Coon is working on putting in for two grants and completing the required grant reporting for the EMPG.

**Police Dept., Chief Dutra**

None

**Finance, Tricia Fogarty**

None

**Director of City Services, Bill Butler**

**Building Department**

- Permits issued for the Santa Claus House Retail remodel

**Public Works**

- Made it to the end of 2017 with only a \$150 (0.2%) exceedance of the snow plow budget.
- Recommendation before Council this evening to hire Bettisworth North to generate architectural design and bid-ready package for the City Hall & Police Department redesign project.
- Cody has begun construction of benches that are part of Public Works plan to extend beautification efforts to Badger Road between the interchange and Hurst Road.
  - **Mr. Skipps** asked if the benches are going to be permanently mounted. Mr. Butler replied that they will be like the ones we have now, where we will put them in during the Spring and remove them during the Fall.

**Utility Department**

- Sulfolane settlement.
  - Recommendation of a preferred contractor to construct the Water System Expansion Project is before Council this evening.
- Water main break near the intersection of 5<sup>th</sup> Avenue and the Old Richardson Highway.
  - Original plan was to excavate last week, but delayed due to cold temperatures.
  - Repair is planned for tomorrow – Wednesday.
  - Through selective closing of valves, Utility staff think they have identified the leaking main – there are four water mains in the area of the leak.
  - **Mr. Skipps** asked how long the water main break repair will take. Mr. Butler replied that it depends on a few different factors. We are hopeful that it will be just a single day. There are only 3 properties that will have water shut down if the break is where we think it will be. Those property owners will be notified prior to the repair.
- Plan to interview candidates for Utility Assistant position later this week.
  - Effort to fully staff Utility and train new individual in advance of Water System Expansion Project construction.

### **Natural Gas Utility Board**

- Construction beginning on a 5.25 million gallon LNG tank at the Fairbanks Natural Gas site in Fairbanks.
  - At least 2 years to complete.
  - Plan includes moving several existing tanks to North Pole when large tank is completed.
  - **Ms. Hedding** asked if there were designated areas for these tanks. Mr. Butler replied that there is. GVEA is proposing a fuel transfer site.

### **Borough Representative**

None

### **City Clerk's Office, Judy Binkley**

- Reminder to sign up for the 2018 Borough Assembly meetings.
- 2018 AML Winter Session is February 20-22 in Juneau. Let me know if you are interested in attending and I will make arrangements.

### **ONGOING PROJECTS**

None

### **CITIZENS COMMENTS – (Limited to Five (5) minutes per Citizen)**

- **Thomas McGhee**, 1152 North Star Dr: Mr. McGhee wanted to know why Ordinance 17-28 was postponed. **Mayor Ward** replied that the amendments for the Ordinance were not ready. Mr. McGhee also wanted to know who actually saw the plans for the consented agenda item for the redesign of City Hall and the Police Department. Mr. McGhee also spoke to the conversation that took place on FaceBook regarding why the City of North Pole isn't doing more to embrace the Christmas theme. He indicated that there are funds available via the Bed Tax grant and the purpose of that grant is to promote the City of North Pole. Mr. McGhee also noted that in 2017, there was no Halloween or Christmas decorating contest. **Mr. Isaacson** asked Mr. McGhee if he knew that there was actually not a plan for the redesign of City Hall and the Police Department, that the request brought to Council this evening was to accept the proposal for the redesign. **Ms. Welch** asked Mr. McGhee that in terms of the FaceBook discussion, if he would be willing to form a committee to work on the Christmas theme. Mr. McGhee stated he would.

### **OLD BUSINESS**

Postponed

**Public Comment**

None

**NEW BUSINESS**

**REQUEST TO ACCEPT RECOMMENDED PROPOSAL TO CONSTRUCT THE NORTH POLE WATER SYSTEM EXPANSION.**

Mr. Butler introduced the request.

**Mr. Thompson** asked who the individuals who made up the committee to select the contractor for the water system expansion was. Mr. Butler replied the committee was made up of the following representatives: State of Alaska – Doug Pouge, Flint Hills Resources – Tim Arnold and Craig Wallentine, City of North Pole – Bill Butler, and Dean Syta from Statec was the consultant.

**Public Comment**

None

**Mr. Thompson** *moved to accept the recommended proposal to construct the North Pole Water System Expansion.*

**Seconded by Ms. Welch**

**Discussion**

**Ms. Welch** *moved to amend the request to accept the recommended proposal to construct the North Pole Water System Expansion by adding the name of the selected contractor, Exclusive Paving, so the request reads as “Request to Accept Exclusive Paving’s Proposal to Construct the North Pole Water System Expansion.”*

**Seconded by Mr. Skipps**

***On the amendment***

**PASSED**

Yes: 7 – Skipps, Hedding, Thompson, Claus, Isaacson, Welch, Ward

No: 0

Absent: 0

**Discussion on the motion as amended**

- **Mr. Thompson** stated he believed this we well vetted.
- **Mr. Isaacson** echoed Mr. Thompson’s comments.



- **Ms. Welch** thanked the committee for going through this process so diligently.

***On the motion as amended***

**PASSED**

Yes: 7 – Skipps, Hedding, Thompson, Claus, Isaacson, Welch, Ward

No: 0

Absent: 0

**COUNCIL COMMENTS**

**Mr. Skipps** – Wished everyone a Happy New Year and to be safe and looks forward to 2018.

**Ms. Welch** – Happy New Year to everyone as well. Hopes that this year, between now and Christmas, we will be able to get the community more involved and bringing the spirit of Christmas.

**Mr. Isaacson** – Appreciate the comments of Ms. Welch and Mr. McGhee in bringing up the need for our City to embrace the spirit of Christmas. Encouraged volunteers to step forward and help with building our City.

**Mr. Claus** – Happy New Year to everyone and echoed the comments of the other Council members.

**Mr. Thompson** – Happy New Year!

**Ms. Hedding** – Wish everyone a safe and prosperous New Year!

**Mayor Ward** – Remind folks to look at the Violations Committee packet. Also, January 12<sup>th</sup> at 1pm at CCHRC there will be a workshop about energy efficiency, new construction, and appraisals. Also, we Periscoped this evening's meeting so if the video turned out, we will publish it on the website. Finally, I am working on the committees for this year and we have talked about a Christmas committee in the past. So if anyone is interested, please reach out to me.

**Mr. Thompson** *moved to* **adjourn the meeting at 7:54 p.m.**

**Seconded by Ms. Welch**

The regular meeting of Tuesday, January 02, 2018 adjourned at 7:55 p.m.

**These minutes passed and approved** by a duly constituted quorum of the North Pole City Council on Tuesday, January 16, 2018.

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Bryce J. Ward, Mayor

**ATTEST:**

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Judy Binkley, North Pole City Clerk

Office of the Mayor  
City of North Pole

# Proclamation

*Whereas: Hannah Johnson is a senior at North Pole High School and is the daughter of Patricia Lynch & Andy Johnson of North Pole; and*

*Whereas: Hannah is nominated for the US Presidential Award for 2018. Hannah is a member of the International Club, National Honor Society, Softball team, Army Reserve Drill Unit, and is a Rainbow Ends Teacher Aid; and*

*Whereas: Hannah has received the speech and debate student of the year award, APUSH student of the year, 2016/2017 IGSA good sportsmanship award, and is shipping off June 4th for Army Basic Training; and*

*Whereas: the City of North Pole desires to recognize the outstanding students in the community;*

*Now, therefore I, Bryce J. Ward, Mayor of the City of North Pole, do hereby proclaim Hannah Johnson the:*

*North Pole City Council  
High School Student of the Month  
For January 2018*

  
\_\_\_\_\_

*Bryce J. Ward, Mayor*

ATTEST:

  
\_\_\_\_\_

*Judy L. Binkley  
North Pole City Clerk*





**CITY OF NORTH POLE**

**ORDINANCE 17-28**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND  
TITLE 2, ADMINISTRATION AND PERSONNEL CHAPTER 36 PERSONNEL  
SYSTEM, SECTION 110 AND 190 REGARDING THE CITY HIRING AND  
PROMOTION PROCESS**

**WHEREAS**, changes to the practices, regulations and policies is a continually changing requirement; and

**WHEREAS**, the City desires to hire the most qualified person for a position; and

**WHEREAS**, City employees are given equal opportunity for advancement and promotion; and,

**WHEREAS**, job opportunities shall be advertised and employees shall be notified of all job openings; and,

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole:

**Section 1.** This ordinance is of a general and permanent nature and shall be codified.

**Section 2.** Title 2 Administration and personnel, Chapter 36 Personnel systems is amended in the North Pole Code of Ordinances as by inserting the text underlined, and removing the lines that have been ~~stricken~~:

**2.36.110 Hiring policy.**

A. The City's hiring policy is based upon the following criteria: The City of North Pole is an equal opportunity employer and will not discriminate in the hiring process on the basis of sex, religion, race, color, age, disability, marital or veteran status, or national origin. Complete records of this process will be kept. ~~Hiring preference will be granted to current employees and volunteers/reserves of the City for any vacancy as per the job description.~~

B. The City will always try to hire the best qualified applicant. All Positions ~~for which the City~~ will be advertised and will be posted for all current employees to see. Files of applicants will be maintained by the City Clerk. These files will be reviewed when seeking new employees.

C. The City will conduct its employee selection policies and procedures so as to achieve the best possible match between applicants for jobs and open positions. In no way will any City employee or department head exert personal or professional prejudice against any applicant because of sex, color, race, religion, age, disability, marital or veteran status, or national origin.

D. Applicants who falsify their job applications or who furnish misleading information are subject to immediate termination at the time that the fraud is uncovered.

E. The City is committed, by policy and preference, to afford all individuals who have the necessary qualifications an equal opportunity to compete for employment and advancement within the City. To assure equal opportunity, the Chief Executive shall formulate and implement procedures to ensure that there shall be no illegal discriminatory treatment concerning any individual or group because of race, religion, marital status, changes in marital status, disability, pregnancy or parenthood:

1. The applicant's level of education relative to the written requirements of the position vacancy;

2. The results of an oral interview conducted by a City supervisor who has been delegated the authority to hire, or delegated the authority to effectively recommend hiring action;

3. If applicable, the results of a uniform examination or demonstration test, which meets the criteria of applicable equal opportunity employment regulations and statutes.

F. The City is an at-will employer. Employment is at will for an indefinite period of time, unless terminated by either the City or the employee, with or without cause. That means either party may end the relationship. (Ord. 04-05 § 2, 2004; Ord. 00-07 § 2, 2000; Ord. 99-23 § 2, 1999; Ord. 98-12 § 2, 1998)

### **2.36.190 Employee promotions.**

A. Concurrent with recruitment action, department heads will survey the immediate workforce for possible promotion potential. ~~Preference shall be given to current employees to fill vacancies.~~ No employee will be promoted unless they fulfill the specified minimum job requirements of the vacant position. ~~If there are no qualified employees currently with the City, the promotion will be filled externally.~~

B. Department head appointments are political appointments and are not subject to the same criteria as regular promotions. The Chief Executive shall promote current employees to the position of department head only when the employee is qualified and is in the best interest of the department.

C. The City will ensure promotions encompass the same equal employment opportunity philosophy as the hiring, discipline and all other decision-making processes. No individual will be denied a promotion because of a personal characteristic not related to the effective performance of the position in question.

D. All opportunities will be publicized.

E. The City will use objective, job-related criteria to make selections, apply the same standards to everyone, and will not raise or lower them for individual employees. The general personnel file will be reviewed as part of the promotion process.

F. If there are two or more employees whose qualifications are similar, seniority will be part of the selection decision.

G. An employee promoted will be elevated to the appropriate pay line, and paid at the rate that is the next higher pay rate indicated on that line that is higher than the currently received rate of pay. (Ord. 04-05 § 2, 2004; Ord. 98-12 § 2, 1998)

**Section 3.** Effective date.

This ordinance shall become effective upon passage.

**PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this 18<sup>th</sup> of December, 2017.

\_\_\_\_\_  
Bryce J. Ward, Mayor

ATTEST:

\_\_\_\_\_  
Judy L. Binkley, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:



KOHLER, SCHMITT & HUTCHISON  
*A Professional Corporation*

Certified Public Accountants

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December 19, 2017

Mayor Bryce Ward and  
Members of the City Council  
City of North Pole  
125 Snowman Lane  
North Pole, AK. 99705

We are pleased to confirm our understanding of the services we are to provide the City of North Pole (City) for the year ended December 31, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, and the general fund budgetary comparison schedule, which collectively comprise the basic financial statements, of the City of North Pole as of and for the year ended December 31, 2017, and perform state single audits. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. GASB-required supplementary pension information.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of state financial assistance.
2. Combining and individual fund statements.

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on-

Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with state statutes, regulations, and the terms and conditions of state awards that could have a direct and material effect on each major program in accordance with *State of Alaska Audit Guide and Compliance Supplement for State Single Audits*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The *State of Alaska Audit Guide* report on internal control over compliance will include a paragraph that states the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the *State of Alaska Audit Guide*. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the provisions of the *State of Alaska Audit Guide Compliance Supplement for State Single Audits* and will include tests of the accounting records of the City, a determination of major programs in accordance with the *State of Alaska Audit Guide*, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Council of the City of North Pole. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

## **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Governmental Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.



Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, if applicable, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of state financial assistance; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatements of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the *State of Alaska Audit Guide*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the *State of Alaska Audit Guide*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standard*, and the *State of Alaska Audit Guide*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The *State of Alaska Audit Guide* requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with the state statutes, regulations, and the terms and conditions of state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *State of Alaska Audit Guide and Compliance Supplement for State Single Audits* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on City's compliance with requirements applicable to each of its major state programs in our report on compliance issued pursuant to the *State of Alaska Audit Guide*.

### **Other Services**

We will also assist in preparing the financial statements, schedule of state financial assistance, and related notes of the City of North Pole in conformity with U.S. generally accepted accounting principles and the *State of Alaska Audit Guide* based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of state financial assistance, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take an action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements, schedule of state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations (including state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the *State of Alaska Audit Guide*, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, and contracts or grant agreements, or abuse that we report. Additionally, as required by the *State of Alaska Audit Guide*, it is management's responsibility to evaluate and monitor noncompliance with state statutes, regulations, and the terms and conditions of state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of state financial assistance (including notes and noncash assistance received) in conformity with the *State of Alaska Audit Guide*. You agree to include our report on the schedule of state financial assistance in any document that contains and indicates that we have reported on the schedule of state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of state financial assistance in accordance with the *State of Alaska Audit Guide*; (2) you believe the schedule of state financial assistance, including its form and content, is stated fairly in accordance with the *State of Alaska Audit Guide*; (3) the methods of measurement or presentation have not changed from those used in the previous period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of state financial assistance, and related notes and other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of state financial assistance, and related notes prior to their issuance and have accepted

responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience: evaluate the adequacy and results of those services and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. Also, the City's accountants will provide information and schedules as requested by us, as discussed above. We may ask for information and schedules not previously required as well.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Kohler, Schmitt & Hutchison, and PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your oversight organization or its designee, a state or federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kohler, Schmitt & Hutchison PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement is the property of Kohler, Schmitt & Hutchison, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your over-sight organization or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kohler, Schmitt & Hutchison, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by your over-sight organization. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in February, 2018 and issue our final reports no later than June 30, 2018, with drafts to the City Council no later than June. However, it is possible that unavoidable delays may be caused by the State of Alaska, Division of Retirement not being able to provide roll-forward information needed for recording the City's pension liability, as required by GASB Statement No. 68. Garry L. Hutchison is the engagement partner and is responsible for supervising the engagement and signing the reports.

Our fee for these services will total \$42,000, (FS audit - \$38,000, and state single audit - \$4,000). Additional services will be at the billing rates quoted in the original RFP and may include preparing the financial statements and performing certain year-end accounting, if required. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

We appreciate the opportunity to be of service to the City of North Pole and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. We look forward to continuing to serve as independent auditors for the City of North Pole.

Very truly yours,

KOHLER, SCHMITT & HUTCHISON, PC



Garry L. Hutchison, CPA

**RESPONSE:**

This letter correctly sets forth the understanding of the City of North Pole.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

125 Snowman Ln  
North Pole, Alaska  
99705  
907-888-4444  
907-488-8584

City of North Pole  
Office of the Mayor

# Memo

To: Judy Binkley, North Pole City Council  
From: Mayor Ward  
cc:  
Date: January 3, 2018  
Re: Extension of Auction Service contract

---

Council,

Per the contract with Great North Auction LLC I am recommending to extend the contract to June 15<sup>th</sup> 2018. The Contract can be extended for an additional 1 year term (till June 15, 2019) before it needs to be rebid. The Council can also choose to rebid the contract at this time if it is so desired.

Sincerely,

Mayor Bryce J. Ward

# City of North Pole, Alaska



## INVITATION FOR BID for Auction Services

Issue date: Wednesday: May 25, 2016

Closing Location:  
North Pole City Hall  
125 Snowman Lane  
North Pole, Alaska 99705

Closing Date and Time:  
Bids must be received at the City Clerk's office by:  
2:00 p.m. June 8, 2016

City Contact:  
Kathy Weber  
City Clerk, City of North Pole  
Telephone: (907) 488-8583  
Email: [Kathy.weber@Northpolealaska.org](mailto:Kathy.weber@Northpolealaska.org)

**INVITATION**

The City of North Pole is seeking bids for a qualified contractor to auction surplus equipment and vehicles. The City anticipates having a surplus auction at a minimum annually. The date for this auction may vary from year to year.

Items must be auctioned within 90 days of receipt. Items sold shall be auctioned at the contractor's facility. Any items that cannot be sold individually shall be combined with other items to be auctioned.

**BASIS OF AWARD**

Awards shall be made to the low, responsive, responsible bidder based on the total amount of commission to the Contractor. The bid offering the lowest commission rate and who is available to provide services as outlined herein will receive a one-year base contract. The bid must provide three client references, from sizable auctions with current contact information including name, address and telephone number, to be used for a background check for evaluation purposes. Bids that are unrealistic in terms of scope or price, or that reflect an inherent lack of comprehension of the complexity and risks of the project requirements, may be rejected.

Auctioneer's commission shall include all expenses related to performance of services.

**PERIOD OF PERFORMANCE**

Base contract is June 15, 2016 through June 15, 2017, funded in one-year increments.

The City reserves the right to renew any contract resulting from this solicitation for up to two (2) additional one-year periods, pending Council funding and satisfactory performance by the Contractor.

**SPECIFICATIONS**

The Contractor shall manage the equipment surplus auction and shall be responsible for providing the following:

- Advertising: The Contractor shall notify the City of any auction including City assets and shall advertise the sale in a newspaper of general circulation in the City at least fifteen days in advance of the date of the sale and post in at least one public place in the City. The Contractor may advertise in additional media at their own discretion.



- Auction Catalog: Printed and available for distribution no later than one day prior to the auction. Contractor shall have staff present for the viewing day (the Friday before the auction) to distribute auction catalogs and field questions from prospective bidders.
- Auction support services and staff shall include, at a minimum, one ( 1) a lead auctioneer, one (1) ring persons, one (1) cashier/ clerk, sound equipment, and other items or services required to conduct a professional auction.
- A list of registered buyers, list of lot numbers and sales receipts indicating the sale price of each lot; sales receipts must reference buyer registration number(s).
- Collection of payments, including delinquent or disputed payments and bad checks.
- Ability to accept credit card payments from successful bidders. The vendor may assess the card holder with a credit card processing fee. If a fee is to be assessed, the fee shall be, at a minimum, stated in the sale brochure.
- Payment, in the form of a cashier's check, within fifteen (15) working days of the date of the auction for the net amount of the sale.
- Staff as needed following the auction to load pallets and clean the auction area.
- Buyers Premium is not allowed.
- Accept equipment dropped off at the Contractor's facility (up to) once a month, as coordinated between The City of North Pole and the Contractor.

## **ETHICS**

The Contractor must, in conducting an auction, deal with customers in a manner exhibiting the highest standards of professionalism and respect. The Contractor owes the customer the duties of honesty, integrity and fair dealing at all times.

The Contractor shall not provide auction services in a careless or negligent manner, such as a series of errors that, considered individually, might not significantly affect the results, but which when considered in the aggregate would be detrimental to the City's interests. The Contractor must use due diligence and due care.

"Shill" bidding (also referred to as "by-bidding", "ghost" bidding and "puffing" is strictly prohibited.

Vendors certify by submittal of their bid that the prices submitted have been independently arrived at and without collusion.

**CONFLICT OF INTEREST**

Applicant shall disclose in their bids any actual or potential Conflict of Interest and existing business relationships it may have with the City, its elected officials, appointed officials or employees.

**OWNERSHIP**

The City reserves the right to establish minimum bid amounts for any item or lot. The City also reserves the right to remove items or lots from the auction prior to the auction date.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

(a) The Contractor shall indemnify, save harmless and defend the City of North Pole, its, officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent or wrongful act of the Contractor, subcontractor, or anyone directly or indirectly employed by them in the performance of this contract.

(b) All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Contractor's performance of this contract which are caused by the joint negligence of the Contracting Agency and the Contractor shall be apportioned on a comparative fault basis; however, any such joint negligence on the part of the Contracting Agency must be a direct result of active involvement by the Contracting Agency.

**INSURANCE:**

Contractor must furnish a certificate of insurance within the (10) days of receipt of the Notice-of-Intent to Award and must provide for a thirty (30) day prior notice of cancellation, non-renewal or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy shall be endorsed with a waiver of subrogation in favor of the Owner. All other insurance policies required of the Contractor by this agreement shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insured carried by the Owner will be excess only and will not contribute with the insurance required by this agreement. All other insurance policies required of the Contractor and subcontractors by this Agreement shall be endorsed to name the Owner as additional insured. All insurance shall be on an occurrence from acceptable to the Owner.

1. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance shall be in the amount no less than \$100,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$100,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under

this contract. This coverage must include statutory coverage for states in which employees are engaging work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage shall be included for such injuries or claims.

2. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate not excluding premises operations, independent contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse and underground hazards. Limits may be a combination of primary and excess (umbrella) policy forms.

3. Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage.

A. PROOF OF INSURANCE: The Contractor shall furnish the Owner with a Certificate of Insurance or where requested by the Owner, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates and dates of expiration of all policies. All endorsements shall reference policy number and the project name and project number.

B. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner occurs, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the contractor's operations or expiration of this Agreement, except for damage, loss or injury resulting from the Owner's gross negligence or willful misconduct.

C. Without limiting its indemnification, the Contractor shall maintain, until acceptance of the project by the Owner, occurrence type coverage of the kinds and minimum amounts set forth below. All insurance limits are minimum. If the Contractor's policy contains higher limits, the Owner shall be entitled to coverage to the extent of such higher limits. The Owner, at its sole discretion, may rise or lower the limit.

## INSTRUCTIONS TO BIDDERS

### Closing Date/Time/Location

It is the sole responsibility of the applicant to submit their bid to the City Clerk prior to the closing time of 2:00 pm June 8, 2016. Bids received after the due date will not be considered. The wall clock in the North Pole City Hall is the official time piece for the receipt of all bids.

One (1) original and five copies of the bid must be enclosed and sealed in an envelope clearly marked: **"Bid: Auction Services"** and delivered and addressed to the City Clerk, City of North Pole, 125 Snowman Lane, North Pole, AK 99705.

Amendment to bids must be in writing and clearly identify the applicant. The amendment must be delivered to the City of North Pole, City Clerk's Office, before the closing time to be considered as part of an applicant's bid. Such amendments must be signed by the authorized signatory of the applicant. The amendment must be enclosed and sealed in an envelope clearly marked: **"Bid: Auction Services"**

It is the applicant's sole responsibility to ensure they allow themselves enough time to submit their bid prior to the closing date and time. Bids received by facsimile or by electronic means **WILL NOT** be accepted. All costs to prepare the bid shall be borne solely by the applicant.

### COMMUNICATIONS AND ENQUIRIES

All inquiries regarding this IFB are to be directed in writing or by email, to the listed persons. To be considered, an inquiry must be submitted by 2:00 pm June 1, 2016. The City in its sole discretion shall determine that an inquiry is of significant enough nature to issue an addendum. Any addenda shall be distributed to all registered individuals.

### ADDENDA

Any addendum will be incorporated into and become part of the IFB. No amendment of any kind to the IFB is effective unless it is contained in a written addendum issued by the City.

### GENERAL TERMS AND CONDITIONS

**Withdrawal of Bids.** The applicant may withdraw their bid at any time prior to the closing time by submitting a written withdrawal letter to the City Clerk's Office.

**Irrevocability.** All bids are irrevocable for a period of (60) business days from the closing date.

**Negotiation.** The City reserves the right to negotiate enhancements or changes to the preferred bid with the applicant.

**Cancellation of IFB.** The City is not bound to select a preferred applicant or accept any bid and reserves the right in its sole discretion to postpone or cancel this IFB at any time for any reason whatsoever in accordance with the City's judgment of its best interest.

**Business License.**

Section 43.70.020 of the Alaska State Statutes requires that all businesses, wishing to engage in business in Alaska, obtain a license. Prior to award of any contract or bid, the successful proposer will be required to provide the City with a copy of a current Alaska Business License.

**Solicitation of Council Members and City Staff.**

Proponents and their agents will not contact any member of the City Council or City Staff with respect to this IFB, other than the City Representatives named in this document.

**Ownership of Bids:**

All documents, including bids, submitted to the City become the property of the City. They will be received and held in confidence by the City, subject to the provisions of the United State of America Freedom of Information Act.

**Governing Law.** This agreement shall be governed by the North Pole Municipal Code.

**Litigation Clause.** The City may, in its absolute discretion, reject a bid submitted by an applicant, if the applicant, or any officer or director of the applicant is or has been engaged either directly or indirectly through another corporation in legal action against the City, its elected or appointed officers and employees in relation to:

- (A) Any other contract for works or services; or
- (b) Any matter arising from the City's exercise of its powers, duties, or functions.

**Scoring Criteria**

1. Qualifications and experience – 20 pts
2. Location/proximity to the City – 30 pts
3. Cost – 50 pts

**CITY OF NORTH POLE  
INVITATION FOR BIDS – AUCTIONEERING SERVICES  
“Cost Bid “**

In submitting this bid, we certify that we have examined the Specification documents, have received Addenda Nos. \_\_\_\_\_, and have included their provisions in our bid. If awarded a contract under this bid, we hereby agree to the terms set forth in the specification documents and all addenda identified on this bid.

Firm, Fixed Price/ Commission for lots or items under \$1000.00: \_\_\_\_\_ %  
Numerical Price/Commission

Firm, Fixed Price/Commission for lots or items over \$1000.00 \_\_\_\_\_ %  
Numerical Price/Commission

City of North Pole auction history

2012: \$1,847.00

2013: \$1,893.01

2014: \$5,854.16

2015: None done

2016: \$20,000 Projected

**Guaranteed for the duration of the engagement**

Business Name (DBA): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

Name & Title of Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**SEAL IN A SEPARATE ENVELOPE CLEARLY LABELED**

**“IFB: Auction Services “**

**CITY OF NORTH POLE  
INVITATION FOR BIDS – AUCTIONEERING SERVICES  
“Cost Bid “**

In submitting this bid, we certify that we have examined the Specification documents, have received Addenda Nos. C, and have included their provisions in our bid. If awarded a contract under this bid, we hereby agree to the terms set forth in the specification documents and all addenda identified on this bid.

Firm, Fixed Price/ Commission for lots or items under \$1000.00:

10 %  
Numerical Price/Commission

Firm, Fixed Price/Commission for lots or items over \$1000.00

8 %  
Numerical Price/Commission

City of North Pole auction history

2012: \$1,847.00

2013: \$1,893.01

2014: \$5,854.16

2015: None done

2016: \$20,000 Projected

**Guaranteed for the duration of the engagement**

Business Name (DBA): GREAT NORTH AUCTION LLC

Mailing Address: 1665 Richardson HWY.

City: North Pole State: AK Zip Code: 99705

Contact Telephone #: (907) 347-2219 Fax #: NA

Email: GREATNORTH@GCI.NET

Name & Title of Representative: Kevin Drotzow : OWNER

Signature of Representative: Kevin Drotzow Date: 6-7-16

**SEAL IN A SEPARATE ENVELOPE CLEARLY LABELED**

**“IFB: Auction Services “**

**A few References for Great North Auction:**

Saber, UAF. Surplus Auction (yearly) (907) 322-3769 over 100k every year  
Forbes Storage (abandoned storage units) (907) 378-8323 amounts very  
Samantha J. Hart, AAA moving & storage (abandoned storage units) amounts very  
Teresa Regner, (estate of Leo Regner) 1-605-734-1038 over 100k in proceeds

We have been serving Alaskans and business in Alaska for over 20 years,  
We have a secure facility with over 6 acres of secure area and are expanding ☺  
We do more auctions than any auction house in Alaska year after year.  
We would be happy to serve the North Pole city area in there needs☺  
Thank you for your time and consideration.

Yours truly, Kevin Drotzur: Owner

A handwritten signature in cursive script that reads "Kevin Drotzur". The signature is written in dark ink and is positioned below the typed name "Kevin Drotzur: Owner".





# CITY OF NORTH POLE

*"Where the Spirit of Christmas Lives Year Round"*

125 Snowman Lane • North Pole, Alaska 99705-7708  
E-mail: [mayor@northpolealaska.com](mailto:mayor@northpolealaska.com) • Website: [www.northpolealaska.com](http://www.northpolealaska.com)

City Hall  
907-488-2281  
Fax: 907-488-3002

Mayor  
907-488-8584

City Clerk  
907-488-8583

Police  
Department  
907-488-6902

Fire  
Department  
907-488-2232

Utilities  
907-488-6111

Director of  
City Services  
907-488-8593

Finance  
907-488-8594

June 22, 2016

Great North Auction, LLC  
1665 Richardson Hwy  
North Pole, AK 99705  
P: 907-347-2219  
Email: [greatnorth@gci.net](mailto:greatnorth@gci.net)

Re: Notice of Award  
City of North Pole  
Auctioneering Contract

Dear Mr. Drotzur,

At the regularly scheduled meeting of the North Pole City Council on June 20, 2016, you were officially awarded the Auctioneering Services per IFB #2016-01.

According to the bidding documents, it is your responsibility to provide us with all required insurance, licenses & permits within 10 days of receipt of the Notice-of-Award.

Congratulations on your successful bid and we look forward to working with you.

Sincerely,

Kathryn Weber, MMC  
North Pole City Clerk





## **North Pole Police Department**

**Chief Steve Dutra  
125 Snowman Ln.  
North Pole, AK 99705  
907-488-6902  
Northpolepolice.org**



January 9, 2018

To: North Pole City Council  
Judy Binkley, NPMC

Re: Purchase of 2 patrol cars

I am writing this letter in order to request permission to purchase two vehicles through the State of Alaska Fleet vehicle bid awarded August 7, 2015. As per City Code this Contract Award Number CA1991-16 meets or exceeds the bid requirements listed in North Pole City Code.

The cost of each vehicle, including the two add-ons, will be \$32,335. This brings the total for the two vehicles to \$64,670.00. We presented the purchase of these two vehicles in our 2018 budget. The bulk of the funds being used will come from Police Vehicle Fleet Fund 51 and other non-committed funds. We will commit asset forfeiture funds to close the gap if expected revenues do not come in as expected.

Thank you,

Steve Dutra  
Chief of Police

<div>CONTRACT AWARD</div>		<div>STATE OF ALASKA</div> <div>HQ, STATE EQUIPMENT FLEET (Contracting Authority)</div> <div>2200 E. 42nd Avenue</div> <div>Anchorage, Alaska 99508</div>		<div>CONTRACT AWARD NUMBER</div> <div>CA1991-16</div>	
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 RENEWALS: THREE 1-YEAR RENEWALS  RENEWALS EXPIRE (MO/YR): AUGUST 7, 2019  ISSUED IN ACCORDANCE WITH BID # SEF- 1991      DATED: JULY 2, 2015  ESTIMATED VALUE OF INITIAL TERM: \$1,750,000.00		
CONTRACTOR: CAL WORTHINGTON 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.					
<div>DESCRIPTION</div> <div> 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 </div>					
CONTRACTING AUTHORITY NAME & TITLE KRISTI FUTREL, CONTRACTING OFFICER III			SIGNATURE		
CONTRACTOR AUTHORITY NAME RAY MARCUM			SIGNATURE On File		
<div> <div>IMPORTANT</div> <div> 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. </div> </div>					

SECTION I  
SPECIAL TERMS AND CONDITIONS

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**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. 42<sup>nd</sup> 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.



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- 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

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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

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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

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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.

**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

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- 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

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

**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

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- 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

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

**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

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- 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 3<sup>rd</sup> row seat, vinyl, (OEM Package 875)
  - 6.18.4 Optional 2<sup>nd</sup> 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

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**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

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- 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

## BID PRICE SCHEDULE

<u>Description</u>	<u>Cost</u>
<b>FORD INTERCEPTOR FWD MODEL P2L</b>	
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
<b>FORD INTERCEPTOR AWD MODEL P2M</b>	
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
<b>FORD EXPEDITION, 4x4, SPECIAL SERVICE PACKAGE MODEL U1G</b>	
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
<b>FORD EXPLORER, AWD, Police Interceptor MODEL K8A</b>	
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

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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

<b><u>Cal Worthington Ford Lincoln</u></b>  COMPANY SUBMITTING BID  <b><u>On File</u></b>  AUTHORIZED SIGNATURE  <b><u>Ray Marcum</u></b>  PRINTED NAME  <b><u>7/24/2015</u></b>  DATE	<b><u>431 Unga Street</u></b>  ADDRESS  <b><u>Anchorage, AK 99501</u></b>  CITY, STATE, ZIP  <b><u>907-793-8213/907-793-8255</u></b>  PHONE/FAX  <b><u>fleetoil@aol.com</u></b>  E-MAIL ADDRESS	<b><u>955291</u></b>  ALASKA BUSINESS LICENSE NO:  DOES YOUR BUSINESS QUALIFY FOR PREFERENCES?  [ X ] YES [ ] NO  DOES YOUR BUSINESS QUALIFY FOR THE VETERANS PREFERENCES?  [ ] YES [ X ] NO
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Revised 03/14/2012

**SEF-1991****2018 Models**

Kendall Ford of Anchorage, Ray Marcum (907) 793-8213

[raymarcum@kendallauto.com](mailto:raymarcum@kendallauto.com)

Replacing: \_\_\_\_\_

<b>1 or 0</b>	<b>Description</b>	<b>Cost</b>	<b>PO Total</b>
<b><u>FORD INTERCEPTOR FWD MODEL P2L</u></b>			
0	Ford Interceptor FWD, 3.5L V6, White w/Black Hood	\$ 26,682.00	\$ -
0	Ford Interceptor FWD, 3.5L V6, Random Color	\$ 26,382.00	\$ -
0	Engine: 2.0 I4 Eco Boost (requires 501A pkg.)	\$ 720.00	\$ -
0	Ford SYNC with Reverse Sensing System	\$ 590.00	\$ -
0	Rearview camera	Standard	Standard
0	Remote Keyless Entry (w/o keypad, less PATS)	\$ 355.00	\$ -
0	Spot lamp	\$ 343.00	\$ -
0	Daytime running lights	\$ 49.00	\$ -
0	Road Ready Package (Package 67h)	\$ 3,470.00	\$ -
0	Ballistic Door Panels, Driver Only	\$ 1,497.00	\$ -
0	Ballistic Door Panels, Driver and front passenger	\$ 2,994.00	\$ -
0	Pre-Drilled Holes (Option 13P)	\$ 119.00	\$ -
0	Shipping to Fairbanks	\$ 357.00	\$ -
<b><u>FORD INTERCEPTOR AWD MODEL P2M</u></b>			
0	Ford Interceptor AWD, 3.5L EcoBoost V6, 365HP, White w/Black Hood	\$ 30,383.00	\$ -
0	Ford Interceptor AWD, 3.5L EcoBoost V6, 365HP, Random Color	\$ 30,083.00	\$ -
0	Engine: 3.7L Ti-VCT V6	\$ (2,612.00)	\$ -
0	Ford SYNC with Reverse Sensing System	\$ 590.00	\$ -
0	Rearview Camera	Standard	Standard
0	Remote Keyless Entry (w/o keypad, less PATS)	\$ 355.00	\$ -
0	Spot Lamp	\$ 343.00	\$ -
0	Daytime Running Lights	\$ 49.00	\$ -
0	Road Ready	\$ 3,470.00	\$ -
0	Ballistic Door Panels, Driver Only	\$ 1,497.00	\$ -
0	Ballistic Door Panels, Driver and Front Passenger	\$ 2,994.00	\$ -
0	Pre-Drilled Holes (Option 13P)	\$ 119.00	\$ -
0	Shipping to Fairbanks	\$ 357.00	\$ -
<b><u>FORD F-150, 4x4 POLICE RESPONDER SUPERCREW, MODEL W1P</u></b>			
0	Ford F150, 3.5L V6 EcoBoose, White w/Black Hood (bed liner, trailer towing & block heater)	\$ 36,079.00	\$ -

0	Ford F150, 3.5L V6 EcoBoost , Random Color (bed liner, trailer towing & block heater)	\$ 35,779.00	\$ -
0	Ford Sync with AM/FM Radio	Standard	Standard
0	Rear View Camera	Standard	Standard
0	Sliding Rear Window	\$ 435.00	\$ -
0	Fog Lamps	\$ 136.00	\$ -
0	Rear Privacy Glass	\$ 98.00	\$ -
0	Daytime Running Lights	\$ 42.00	\$ -
0	Running Boards	\$ 245.00	\$ -
0	Power Heated Windows	\$ 296.00	\$ -
0	Power Trailer Towing Mirrors (no heat)	\$ 388.00	\$ -
0	Box Link	\$ 77.00	\$ -
0	Rear Window Defroster	\$ 78.00	\$ -
0	Rear Window Defroster w/Slider	\$ 217.00	\$ -
0	Power Passenger Seat	\$ 287.00	\$ -
0	Pick Up Bed Extender	\$ 245.00	\$ -
0	Pick Up Box Steps	\$ 316.00	\$ -
0	Tailgate Step	\$ 365.00	\$ -
0	Trailer Brake Controller	\$ 268.00	\$ -
0	Reverse Sensing	\$ 268.00	\$ -
0	Back Up Alarm	\$ 122.00	\$ -
0	Red/Blue Warning Strokes	\$ 708.00	\$ -
0	Amber Warning Lights	\$ 667.00	\$ -
0	Single CD	\$ 188.00	\$ -

#### **FORD EXPEDITION, 4x4, SPECIAL SERVICE PACKAGE MODEL U1G**

0	Ford Expedition, 4x4, Special Service Package, White w/Black hood	\$ 38,859.00	\$ -
0	Ford Expedition, 4x4, Special Service Package, Random Color	\$ 38,559.00	\$ -
0	3rd Row 60/40 PowerFold Split Seat ( VINYL ONLY )	\$ 815.00	\$ -
0	2nd Row seat cloth	\$ 110.00	\$ -
0	Ford SYNC with AM/FM CD	Standard	Standard
0	Rearview Camera	Standard	Standard
0	Daytime Running Lights	Standard	Standard
0	Running Boards	\$ 405.00	\$ -
0	Pre-Drilled Holes (Option 86P)	\$ 119.00	\$ -
0	Shipping to Fairbanks	\$ 357.00	\$ -

<b>FORD EXPLORER, AWD, Police Interceptor MODEL K8A</b>			
0	Ford Explorer, 3.7L V6 White w/Black Hood	\$ 30,419.00	\$ -
0	Ford Explorer, 3.7L V6, Random Color	\$ 30,119.00	\$ -
0	Engine 3.5L, EcoBoost, V6	\$ 3,225.00	\$ -
0	Ford SYNC	\$ 290.00	\$ -
0	Reverse Sensing System	\$ 270.00	\$ -
0	Rearview Camera	Standard	Standard
0	Remote Keyless Entry (w/o keypad, less PATS)	\$ 340.00	\$ -
0	Spot Lamp	\$ 385.00	\$ -
0	Daytime Running Lights	\$ 45.00	\$ -
0	Road Ready	\$ 3,315.00	\$ -
0	Ballistic Door Panels, Driver Only	\$ 1,506.00	\$ -
0	Ballistic Door Panels, Driver and Front Passenger	\$ 3,055.00	\$ -
0	Trailer Towing Package with Class III Hitch	\$ 325.00	\$ -
0	Pre-Drilled Holes (Option 86P)	\$ 119.00	\$ -
0	Shipping to Fairbanks	\$ 357.00	\$ -
		<b>PO TOTAL</b>	<b>\$ -</b>

2018 Pricing 10/02/17

Added F150 Pricing 11/16/17