

Mayor Edna B. DeVries
Deputy Mayor Linda Combs
Council Member Julie Berberich
Council Member Richard W. Best
Council Member Steve Carrington
Council Member Sabrena Combs
Council Member Jill Valerius

City Attorney Michael Gatti
City Clerk Norma I. Alley, MMC
City Manager Nathan Wallace

City of Palmer, Alaska
City Council Meeting
February 25, 2020, at 7:00 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. **Action Memorandum No. 20-014:** Authorizing the City Manager to Purchase One New Pickup Truck in the Amount of \$42,092.00 and to Purchase the Pickup Truck Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230 by Attaching to the State of Alaska Contract Pricing Contract Award Number CA 2200-20 Page 3
 - b. **Action Memorandum No. 20-015:** Authorizing the City Manager to Purchase a New Patrol Vehicle and Equipment in the Amount of \$56,016.00 and to Purchase the Vehicle Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230 by Attaching to the State of Alaska Contract Page 23
2. Approval of Minutes of Previous Meetings
 - a. January 28, 2020, Joint Meeting Page 47
 - b. January 28, 2020, Regular Meeting Page 49
 - c. February 11, 2020, Joint Meeting Page 53
 - d. February 11, 2020, Regular Meeting Page 57

E. REPORTS

1. City Manager's Report Page 61
2. City Clerk's Report
3. Mayor's Report Page 63
4. City Attorney's Report

F. AUDIENCE PARTICIPATION

G. NEW BUSINESS

1. **Resolution No. 20-009:** Supporting the Palmer Arts Council Grant Application for Remediation of the Powerhouse Property Page 65
2. **Action Memorandum No. 20-016:** Approving a Council Grant in the Amount of \$5,000.00 to the Mat-Su Senior Services Page 69
3. **Action Memorandum No. 20-017:** Approve a Council Community Grant in the Amount of \$2,500.00 to the Organizers of Who Let the Girls Out Page 77

H. RECORD OF ITEMS PLACED ON THE TABLE

I. AUDIENCE PARTICIPATION

J. COUNCIL COMMENTS

K. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Mar 10	Joint	6 pm	PRAB
Mar 10	Regular	7 pm	
Mar 24	Regular	7 pm	
Apr 14	Regular	7 pm	
Apr 21	Joint	7 pm	PZC
Apr 28	Regular	7 pm	
May 12	Regular	7 pm	Palmer High School Graduation
May 26	Regular	7 pm	
Jun 9	Regular	7 pm	
Jun 23	Regular	7 pm	

**City of Palmer
Action Memorandum No. 20-014**

Subject: Authorizing the City Manager to Purchase One New Pickup Truck in the Amount of \$42,092.00 and to Purchase the Pickup Truck Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230 by Attaching to the State of Alaska Contract Pricing Contract Award Number CA 2200-20

Agenda of: February 25, 2020

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____ <input checked="" type="checkbox"/>	Finance	<u><i>[Signature]</i></u>	<u>01/28/2020</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____ <input checked="" type="checkbox"/>	Public Works	<u><i>[Signature]</i></u>	<u>01/28/2020</u>

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u><i>[Signature]</i></u>	_____
City Attorney	<u><i>[Signature]</i></u>	_____
City Clerk	<u><i>[Signature]</i></u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **42,092.00**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 42,092.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 24-50-50-6253 Water/Sewer Funded Projects (Sewer Equipment)
- Not budgeted

Director of Finance Signature: *[Signature]*

Attachment(s):

- Vehicle Quote sheet
- State of Alaska Contract (CA2200-20)

Summary Statement/Background:

In the 2020 City of Palmer Council approved budget, funds were budgeted for the purchase of one new light duty pickup truck for the Department of Public Works, the Water/Wastewater Department.

This action memorandum requests authorization to purchase one new pickup truck from Kendall Ford in Wasilla using the State of Alaska contract pricing.

The truck will be utilized by Public Works water/sewer division. The truck will be equipped with a service box for safe and secure tool storage.

The City of Palmer Administration chose to take advantage of its ability to attach to the State of Alaska contract for purchase of vehicles for the following reasons:

- The City of Palmer did not bear the expense and resources of preparing and carrying out the typical bid process;
- The City of Palmer, by attaching itself to the State of Alaska that purchases many light duty vehicles per year, enjoys a greater discount versus buying one vehicle every one to two years; and
- The City of Palmer benefits from the fact that the State of Alaska procurement is locked into fuel, freight, and production rates based on last fall’s pricing that is considerably lower than the rapidly escalating fuel and steel surcharges that have increased shipping and production costs over the last six months.

3.21.230 Governmental and proprietary procurements.

A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:

1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.
2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
3. For contracts where the purchasing officer determines in writing that the city’s requirements reasonably limit the source for the supplies, services, professional service or construction to one person.

Administration’s Recommendation:

Approve Action Memorandum 20-014

Standard Equipment: Class 162RC 1 Ton Regular Cab 4x4

Color: OEM White (Any other color requires prior authorization)
 Darkest of OEM manufacturers Standard Cloth Upholstery Interior, (cloth or cloth with vinyl trim)
 Seating for three (3) including driver
 8-Foot Bed (Long Box)
 GVWR: 9,900 Pounds
 Four Wheel Drive (4x4)
 Engine: Gas V8
 Engine Block Heater
 Automatic Transmission
 40/20/40 Split Bench Cloth Front Seat
 Rubberized Vinyl Flooring
 Air Conditioning
 Cruise Control/Tilt Wheel
 Power Windows/Power Door Locks
 Keyless Remote Entry w/ 2 Fobs
 Mirrors: Outside - Trailer Tow Power/Heated mirrors left and right, driver adjustable
 AM/FM Stereo
 OEM Up-Fitter Switches
 Snow Plow Prep Package
 OEM Backup Camera
 OEM Trailer Hitch Package
 Spray in Bed Liner
 Daytime Running Lights
 FOB Anchorage

Replacing Vehicle:

Kendall Ford
 Contact: Ray Marcum
 431 Unga Street
 Anchorage, Alaska 99501
 Phone: 793-8213
 Fax: 793-8255
 ray.marcum@kendallauto.com

Model: F350 XL
Model: F3B
Engine:
\$31,270.00
Ford

\$	260.00
	STD
\$	10,562.00

\$	42,092.00
	Purchase

AVAILABLE OPTIONS	
<input type="checkbox"/>	Turbo Diesel Engine in lieu of gas engine
<input type="checkbox"/>	Cloth Bucket Seats with Console
<input type="checkbox"/>	OEM Trailer Brake Controller
<input type="checkbox"/>	OEM Stereo with CD and Hands Free Communication System
<input type="checkbox"/>	OEM or Dealer Installed Auto Start
<input type="checkbox"/>	Anti-Freeze-Long Life Coolant to a minimum -50 degree protection
<input type="checkbox"/>	Privacy Glass (See Dealer Notes)
<input type="checkbox"/>	SERVICE BODY & CAB GUARD
<input type="checkbox"/>	Shipping to Juneau (See Dealer Notes for Non State of Alaska Purchases)

	1=yes
	0=no

CONTRACT AWARD CA2200-20

SECTIONS:

SECTION I –TERMS AND CONDITIONS
SECTION II – SPECIFICATIONS
SECTION III – PRICE SCHEDULE

CONTRACTOR:

Kendall Ford of Anchorage
431 Unga Street
Anchorage, AK 99501
Contact: Ray Marcum
(907) 793-8213
raymarcum@kendallauto.com
Alaska Business License No: 1044276

Date of Contract: October 7, 2019
Contract Expiration: October 6, 2024
Estimated Value of Term: \$500,000.00

Optional Renewals:

Renewal One Expiration: October 6, 2020
Renewal Two Expiration: October 6, 2021
Renewal Three Expiration: October 6, 2022
Renewal Four Expiration: October 6, 2023
Renewal Five Expiration: October 6, 2024

CONTRACTING AUTHORITY:

State of Alaska
HQ, State Equipment Fleet
5420 Dr. Martin Luther King Jr Ave.
Anchorage, AK 99507

CONTRACTING OFFICER:

Abby Applebee
(907) 269-0786
Abby.Applebee@alaska.Gov

Contracting Authority Name & Title:

Abby Applebee, Contracting Officer II



Contractor Authority Name & Title:

Ray Marcum, Government Sales

Signature on File

SECTION I
TERMS & CONDITIONS

1.0 **INTENT:** Purchase of Light Duty Vehicles.

- 1.1 Contract Period: One Year with 4 One Year Renewal Options/Multiple Vendors
- 1.2 Quantities: Varies by Year
- 1.3 Location of Use: Statewide
- 1.4 Warranty locations: Anchorage and Fairbanks
- 1.5 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
 - 1.5.1 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

2.0 **DELIVERY:**

- 2.1 Pre-delivery service: Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. Inspection must include the following (as applicable to the type of equipment):
 - 2.1.1 Dealer and vehicle identification.
 - 2.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
 - 2.1.3 The vehicle'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 ¼ 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. This includes item 3.1 Line Sheets/Bill of Materials, 3.2 Parts & Service Information, and 9.0 Publications.
- 2.4 Delivery Receipt:
 - 2.4.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency.
 - 2.4.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

3.0 **F.O.B. POINT:**

- 3.1 The F.O.B. point is as listed in Section III, 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.

SECTION I
TERMS & CONDITIONS

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 **WARRANTY:**

- 5.1 Standard Warranty Package: Unless otherwise stipulated by this ITB, the successful bidder will provide a three-year (36-month) warranty.
 - 5.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for 12 months (year one), from the date the unit is placed in service at the assigned location.
 - 5.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
 - 5.1.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
 - 5.1.4 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.
 - 5.1.5 Warranty on Attachments: Same as Standard Warranty Package.
 - 5.1.6 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.
- 5.2 Warranty Claims:
 - 5.2.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.
 - 5.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.
 - 5.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.
 - 5.2.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.
 - 5.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.
 - 5.2.6 The vendor will be invoiced for required warranty work performed by the state. Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair. Actual repair time will be used.
- 5.3 Warranty Performed by Vendor:
 - 5.3.1 The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder's closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows:

SECTION I
TERMS & CONDITIONS

- 5.3.1.1 Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
- 5.3.1.2 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$60.00 per day.
- 5.3.1.3 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.
- 5.3.1.4 Lodging shall be reimbursed at actual and shall not exceed \$150.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
- 5.3.2 Travel will only be reimbursed for time in Alaska.
- 5.3.3 After hours, weekend and holiday travel must be approved by the contracting officer to be considered for reimbursement. The State will not pay for weather delays.
- 5.4 Authorized Warranty (Contractor/Bidder):
 - 5.4.1 Contractor (bidder) must have Authorized Warranty Dealer that has all required licenses, facilities and factory certified and trained personnel necessary to perform the warranty servicing and repair work.
 - Provide name and address for each Authorized Warranty Dealer for each location.
 - (*) Kendall Ford of Anchorage, 1950 Gambell Street, Anchorage, AK 99501
866-591-3517
 - Provide contact name and contact information for Warranty Administrator:
 - (*) Kendall Ford of Anchorage, 1950 Gambell Street, Anchorage, AK 99501
866-591-3517
 - Provide documentation of factory certified and trained personnel:
 - (*) All Technicians are Ford Certified.
 - 5.4.2 The ultimate responsibility for warranty lies with the contractor (bidder).
 - 5.4.3 The State reserves the right to inspect the warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.
- 5.5 Factory Recall:
 - 5.5.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.
- 6.0 **REPAIR ORDERS AND DOCUMENTATION:**
 - 6.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.
- 7.0 **PUBLICATIONS:**
 - 7.1 Owner's Manual 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.
 - 7.2 Quantities: 1 each
 - 7.3 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 improvement's that may affect the maintenance, reliability, longevity, and safety of our equipment.
- 8.0 **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
5420 Dr. Martin Luther King Jr. Avenue
Anchorage, Alaska 99507

SECTION I
TERMS & CONDITIONS

9.0 **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.

10.0 **PRICE:**

- 10.1 Price Guarantee: The Contractor is responsible to maintain prices under the contract firm for the entire model year. All price increases or decreases must remain firm for the following model year.
- 10.2 NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.
- 10.3 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:
 - 10.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control:
 - 10.3.2 The increase will not produce a higher profit margin for the contractor than that on the original contract.
 - 10.3.3 The increase affects only the item(s) that are clearly identified by the contractor.
 - 10.3.4 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.
- 10.4 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.
- 10.5 Manufacturer's Rebate (Incentives):
 - 10.5.1 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.

11.0 **REPLACEMENT PARTS AND REPAIRS:**

- 11.1 This contract encompasses a full parts and labor contract for manufacturer parts and repairs for the entire warranty period.
- 11.2 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.
- 11.3 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.
- 11.4 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.
 - 11.4.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
 - 11.4.2 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, resalable condition. Refund will be in the form of a credit/invoice credited to the SOA account with the vendor.
 - 11.4.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

CONDITIONS:

12.0 **AUTHORITY:**

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

13.0 **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.

14.0 **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.

SECTION I
TERMS & CONDITIONS

15.0 SPECIFICATIONS:

Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

16.0 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.

17.0 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.

18.0 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.

19.0 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.

20.0 SUBCONTRACTOR(S):

Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

21.0 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.

22.0 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.

23.0 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.

24.0 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.

25.0 CONSUMER ELECTRICAL PRODUCT:

AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

26.0 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.

27.0 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.

28.0 NEW EQUIPMENT:

Equipment and components 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 and components 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.

29.0 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.

30.0 BRAND SPECIFIC:

Certain items may be designated brand specific. When an item is so designated no substitutions for the brand and model specified will be allowed.

31.0 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.

32.0 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.

33.0 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.

34.0 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.

35.0 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).

SECTION I
TERMS & CONDITIONS

36.0 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.

37.0 ADVANCE NOTICE OF DELIVERY:

The contractor must notify the freight company that delivers the order that the state facility receiving the order requires 24 hours advance notice of delivery.

38.0 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.

39.0 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 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.

40.0 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.

41.0 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.

42.0 PARTS:

Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of state equipment.

43.0 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.

44.0 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.

45.0 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.

46.0 CONTRACT CANCELLATION:

The state reserves the right to cancel the contract at its convenience upon 30 calendar day's 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.

SPECIAL CONDITIONS:

47.0 ORDER DOCUMENTS:

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

48.0 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.

49.0 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.

MANDATORY CONTRACT TERMS:

50.0 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office;
- or
- A sworn and notarized affidavit that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

51.0 ALASKA BIDDER PREFERENCE:

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- holds a current Alaska business license at the time designated for bid opening;
- submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of

SECTION I
TERMS & CONDITIONS

the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
If a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

(*) Alaska Bidder Preference Affidavit

In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

52.0 **BIDDERS WITH DISABILITIES:**

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Division of Transportation at one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: 907.269.0786

Fax: 907.269.0801

TDD: 907.269.0713

COMPLIANCE WITH ADA:

By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

53.0 **PREFERENCE QUALIFICATION:**

In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

54.0 **CONTRACT PERFORMANCE LOCATION:**

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

55.0 **HUMAN TRAFFICKING:**

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract

56.0 NOTICE OF INTENT TO AWARD:

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

57.0 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.

58.0 CONTRACT ADMINISTRATION:

The administration of this contract is the responsibility of State Equipment Fleet, Contracting Officer, Department of Transportation.

59.0 SHIPPING DAMAGE:

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. 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.

60.0 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.

61.0 INSURANCE:

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

Proof of insurance is required for the following:

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

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

SECTION I
TERMS & CONDITIONS

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

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

62.0 BRAND AND MODEL OFFERED:

Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the state to consider the offer non-responsive and reject the bid.

63.0 ANNOTATED LITERATURE:

Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

64.0 SUPPORTING INFORMATION:

The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

65.0 FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

66.0 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE:

By signature of the bid and by checking the Agricultural and Fisheries Product Preference box beneath each line item, the bidder certifies that the product offered meets the requirements of AS 36.15.050 and is entitled to a preference in accordance with the provisions of that statute.

67.0 ALASKA PRODUCT PREFERENCE:

Bidders who offer products which have received certification by the Department of Commerce and Economic Development and that are listed in the current published edition of the "Alaska Products Preference List" will receive this preference. In order to qualify for the Alaska Product Preference, a bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or regulations that allow for product exchanges/substitutions, or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

Class I products receive a three percent preference.

Class II products receive a five percent preference.

Class III products receive a seven percent preference.

Bidders must check the correct preference box beneath each line item. When the bids are evaluated, the preference percentage will be deducted from the bid price. If a bidder fails to check one of the product preference boxes, no preference will be given.

68.0 NONDISCLOSURE AND CONFIDENTIALITY:

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information

SECTION I
TERMS & CONDITIONS

except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SPECIFICATION

100.0 GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the manufacturer's latest current production model and design vehicles.

Referenced Standards:

The unit provided is required to meet all current federal and state regulations such as, but not limited to, EPA emissions, FMVSS, and CFR.

Certain ISO, SAE, and other consensus standards may be referenced in this specification. Unless otherwise specified, the latest version of each standard is to be understood. Such standards apply to this specification whether or not they are required by statutes or administrative law.

Component Selection:

The components selected shall be rated for the maximum loading they would be subjected to in severe service. The torque rating of a driven component shall exceed the input torque. The component parts and structure of the unit shall be sized and designed to safely withstand the maximum load imposed, without failure or induction of deterioration. All units shall be constructed from current production components.

Standard Components:

All components and accessories advertised in the manufacturer's current model year brochure and specifications as standard, unless superseded by these specifications, shall be provided with the unit.

Necessary Components:

Contractors shall provide any components, hardware, or part necessary for proper assembly, installation, and operation even though that item(s) is not specifically described in the bid specifications. This includes all fittings, couplers, brackets, adapters, etc. Bidders shall include the cost of such components, hardware, and parts in the bid price.

Application:

Varying terrain and weather conditions throughout the State of Alaska to - 50 °F.

All bids must include both unit pricing and extensions and be otherwise complete in the format requested.

101.0 REQUIRED EQUIPMENT:

Color: OEM White (Any other color requires prior authorization)

Medium to Dark Grey Cloth Interior

Gas tank must be no less than ¼ full

ABS Brakes (4 Wheel Anti-Lock)

Transmission: Automatic with overdrive where available

Power Steering

Power Locks and Power Windows

Keyless Remote Entry with 2 control FOBS

Vehicle Keys (4) *AS REQUIRED PER DEFINITION TAB*

OEM Backup Camera System

Daytime running lights

Spray-in bed liners are to be installed, black in color and have a minimum thickness of 3/16 (0.1875) inch.

Mirrors: Outside - Power mirrors left and right, driver adjustable

Tires: All season, standard for GVWR, with spare tire and wheel assembly

Tire carrier: Standard for vehicle

Supplemental Restraint System for both driver and right front passenger

Engine Block Heater

Day time running lights

Anti-Freeze Long Life Coolant to a minimum -35 degree protection

Limited Slip, Locking Rear Differential or Traction Control

FOB Anchorage (Unless otherwise noted)

SECTION II
SPECIFICATION

Vinyl and cloth upholstery are specified in this bid package. When cloth is requested, cloth with vinyl trim is acceptable.

WE WILL NOT ACCEPT AFTER-MARKET POWER WINDOWS OR POWER LOCKS.
ARO on all units is 180 days.

102.0 DEFINITIONS:

ALL WHEEL DRIVE (AWD): All Wheel Drive vehicles do not require a low range transfer case option and are not required to be driver selectable. When in AWD, both front and rear axles do not require power. AWD is not acceptable as a 4X4 solution unless specified.

BACK UP CAMERA: OEM backup camera system.

DELUXE CENTER CONSOLE: Includes, engine cover console with cup holders, tray compartment and a compartment door, if available.

LIMITED SLIP AXLE/LOCKING DIFFERENTIAL/TRACTION CONTROL: Pick-ups 1/2 ton through 1 ton are required to have a limited slip axle (unless otherwise noted in the minimum requirements. If a limited slip axle is not available a locking differential or, traction control system is acceptable. If neither system is available the vehicle will be considered non-compliant.

OPTIONAL EQUIPMENT: A list of equipment that the State may choose to add to an individual vehicle, in addition or in place of the Required Equipment. Vendors are required to provide pricing for all Optional Equipment, if available. All equipment shall be factory installed unless specified in this document.

PICKUP BOX LENGTH: The following definitions pertain to all pickup truck configurations listed throughout the bid.

Short Bed - Shortest pickup bed offered by the manufacturer

Standard Bed - Bed shall be no shorter than 6ft and no longer than 7ft in length measured at the bed floor inside the box.

Long Bed - Longest bed available from the manufacturer

PICKUP CAB CONFIGURATION: The following pickup truck cab configurations shall be used throughout the bid:

Regular Cab - Seating for at least two occupants, two cab doors

Extended Cab - Four cab doors, including second row seating. (Chevrolet Double Cab, Ford Super Cab)

Crew Cab - Four full size cab doors. Largest cab configuration offered

REQUIRED EQUIPMENT: The minimum list of options that shall be included for all vehicles for that specific Bid Item Number. All equipment shall be factory installed unless specified in this document.

STABILITY CONTROL SYSTEM: Stability control systems are not an acceptable substitute for a limited slip axle or traction control system. Electronic stability control (ESC) is a computerized technology that improves the safety of a vehicle's stability by detecting and minimizing skids.

VEHICLE KEYS (4): Each vehicle shall be supplied with four factory keys. All keys and transmitters shall be fully programmed, cut, and/or credentialed into vehicle security system.

4X4: All 4x4 vehicles shall come equipped with a low range transfer case option. The torque distribution shall be driver selectable. When the vehicle is in 4x4 mode, both front and rear axles shall have power. All 4x4 vehicles shall come equipped with electronic transfer case shift control with auto locking front hubs.

SECTION III
BID SCHEDULE

BID SCHEDULE INSTRUCTIONS:

All bids must include both unit pricing and extensions and be otherwise complete in the format requested.

The materials, equipment or services bid will conform to and meet the requirements of the Contract Bid Documents and are hereby incorporated into this document.

Publications: One (1) per vehicle, per Section I, paragraph 7.0.

The actual F.O.B. point for pricing on all items purchased under this contract will be Anchorage, AK. Ownership of and title to the ordered items remains with the contractor until the items have been delivered at their final destination and are accepted by the State.

For pricing purposes of this contract, the F.O.B. point is Anchorage Alaska

REQUIRED DELIVERY OF ITEMS UNDER THIS CONTRACT: Maximum **180 days** after receipt of order (ARO).

Attachment on File as Submitter by Vendors:

Spreadsheet "SEF-2200 Light Duty Bidder Worksheets.xls"

City of Palmer
Action Memorandum No. 20-015

Subject: Authorizing the City Manager to Purchase a New Patrol Vehicle and Equipment in the Amount of \$56,016.00 and to Purchase the Vehicle Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230 by Attaching to the State of Alaska Contract

Agenda of: February 25, 2020

Council Action: **Approved** **Amended:** _____
 Defeated


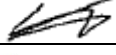

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance		<u>01/28/2020</u>
_____	Fire	_____	_____
<u>X</u>	Police		<u>1-10-2020</u>
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ \$56,016.00

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ \$56,016.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 09-01-10-6048 (\$50,000) and 01-12-10-6046 (\$6016.00)
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- State Police Vehicle Contract

Summary Statement/Background:

In the 2020 City of Palmer Council approved budget, funds were budgeted for the purchase of one new police patrol vehicle.

This action memorandum authorizes the city manager to purchase one new police vehicle from Kendall Ford at a cost of \$36,845.00 using the current State of Alaska contract pricing.

This action memorandum also authorizes additional funds in the amount of \$19,171.00 to be used for the purchase and installation of the emergency vehicle equipment required for safe patrol operations. The emergency equipment and installation will be from Alaska Safety Inc., also using current State of Alaska contract pricing.

The City of Palmer Administration chose to take advantage of its ability to attach to the State of Alaska contract for purchase of patrol vehicles for the following reasons:

- The City of Palmer did not bear the expense and resources of preparing and carrying out the typical bid process;
- The City of Palmer, by attaching itself to the State of Alaska that purchases many light duty vehicles per year, enjoys a greater discount versus buying patrol vehicles every few years; and
- The City of Palmer benefits from the fact that the State of Alaska procurement is locked into fuel, freight, and production rates based on last fall's pricing that is normally lower than the escalating fuel and steel surcharges that have increased shipping and production costs.

3.21.230 Governmental and proprietary procurements.

- A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:
1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.
 2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
 3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service or construction to one person.

Administration's Recommendation:

To approve Action Memorandum No. 20-015

CONTRACT AWARD CA2217-20

SECTIONS:

SECTION I – TERMS AND CONDITIONS
SECTION II – SPECIFICATIONS
SECTION III – PRICE SCHEDULE

CONTRACTOR:

Kendall Ford of Anchorage
431 Unga Street
Anchorage, AK 99501
Contact: Ray Marcum
(907) 793-8213

raymarcum@kendallauto.com

Alaska Business License No: 1044276

Date of Contract: December 2, 2019
Contract Expiration: December 1, 2024
Estimated Value of Term: \$2,000,000.00

Optional Renewals:

Renewal One Expiration: December 1, 2020
Renewal Two Expiration: December 1, 2021
Renewal Three Expiration: December 1, 2022
Renewal Four Expiration: December 1, 2023
Renewal Five Expiration: December 1, 2024

CONTRACTING AUTHORITY:

State of Alaska
HQ, State Equipment Fleet
5420 Dr. Martin Luther King Jr Ave.
Anchorage, AK 99507

CONTRACTING OFFICER:

Abby Applebee
(907) 269-0786

Abby.Applebee@alaska.gov

Contracting Authority Name & Title:

Abby Applebee, Contracting Officer II



Contractor Authority Name & Title:

Ray Marcum, Government Sales

Signature on File

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1.0 **INTENT:** Purchase of Police Interceptor SUV, Ford Expedition 4X4 Special Service Package and Ford F-150 Police Responder

- 1.1 Contract Period: One Year with 4 (1) One-Year Renewals
- 1.2 Quantities: Varies by year
- 1.3 Location of Use: Statewide
- 1.4 Warranty locations: Anchorage and Fairbanks at a minimum
- 1.5 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
 - 1.5.1 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

2.0 **DELIVERY:**

- 2.1 Pre-delivery service: Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. Inspection must include the following (as applicable to the type of equipment):
 - 2.1.1 Dealer and vehicle identification.
 - 2.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
 - 2.1.3 The vehicle'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 ¼ 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. This includes item 3.1 Line Sheets/Bill of Materials, 3.2 Parts & Service Information, and 9.0 Publications.
- 2.4 Delivery Receipt:
 - 2.4.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency.
 - 2.4.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

3.0 **F.O.B. POINT:**

- 3.1 The F.O.B. point is as listed in Bid Price 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 All shipping charges over \$100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.

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 WARRANTY:

- 5.1 Standard Warranty Package: Unless otherwise stipulated by this ITB, the successful bidder will provide a one-year (12-month) warranty.
 - 5.1.1 Full (100%) Parts and Labor Warranty Coverage of all components 3 years/36,000 miles, from the date the unit is placed in service at the assigned location.
 - 5.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
 - 5.1.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
 - 5.1.4 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.
 - 5.1.5 Warranty on Attachments: Same as Standard Warranty Package.
 - 5.1.6 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.
- 5.2 Warranty Claims:
 - 5.2.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.
 - 5.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.
 - 5.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.
 - 5.2.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.
 - 5.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.
 - 5.2.6 The vendor will be invoiced for required warranty work performed by the state. Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair. Actual repair time will be used.
- 5.3 Warranty Performed by Vendor:
 - 5.3.1 The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder's closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows:

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- 5.3.1.1 Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
- 5.3.1.2 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$60.00 per day.
- 5.3.1.3 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.
- 5.3.1.4 Lodging shall be reimbursed at actual and shall not exceed \$150.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
- 5.3.2 Travel will only be reimbursed for time in Alaska.
- 5.3.3 After hours, weekend and holiday travel must be approved by the contracting officer to be considered for reimbursement. The State will not pay for weather delays.
- 5.4 Authorized Warranty (Contractor/Bidder):
 - 5.4.1 Contractor (bidder) must have Authorized Warranty Dealer that has all required licenses, facilities and factory certified and trained personnel necessary to perform the warranty servicing and repair work.
 - 5.4.1.1 Provide name and address for each Authorized Warranty Dealer for each location.
 - (*) Kendall Ford of Anchorage, 1950 Gambell Street, Anchorage, AK 99501
866-591-3517
 - 5.4.1.2 Provide contact name and contact information for Warranty Administrator:
 - (*) Kendall Ford of Anchorage, 1950 Gambell Street, Anchorage, AK 99501
866-591-3517 All Technicians are Ford Certified.
 - 5.4.1.3 Provide documentation of factory certified and trained personnel:
 - (*) All Technicians are Ford Certified
 - 5.4.2 The ultimate responsibility for warranty lies with the contractor (bidder).
 - 5.4.3 The State reserves the right to inspect the warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.
- 5.5 Factory Recall:
 - 5.5.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.
- 6.0 **REPAIR ORDERS AND DOCUMENTATION:**
 - 6.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.
- 7.0 **PUBLICATIONS:**
 - 7.1 Owner's Manual 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.
 - 7.2 Quantities: 1 each
 - 7.3 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 improvement's that may affect the maintenance, reliability, longevity, and safety of our equipment.
- 8.0 **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
5420 Dr. Martin Luther King Jr. Avenue
Anchorage, Alaska 99507
- 9.0 **WEIGHT VERIFICATION SLIPS:** If required in the Bid Price Schedule, a weight scale ticket of the completed unit

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will be included with the Statement of Origin.

10.0 PRICE:

- 10.1 Price Guarantee: The Contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.
- 10.2 NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.
- 10.3 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:
 - 10.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control:
 - 10.3.2 The increase will not produce a higher profit margin for the contractor than that on the original contract.
 - 10.3.3 The increase affects only the item(s) that are clearly identified by the contractor.
 - 10.3.4 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.
- 10.4 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.
- 10.5 Manufacturer's Rebate (Incentives):
 - 10.5.1 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.

11.0 REPLACEMENT PARTS AND REPAIRS:

- 11.1 This contract encompasses a full parts and labor contract for manufacturer parts and repairs for the entire warranty period.
- 11.2 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.
- 11.3 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.
- 11.4 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.
 - 11.4.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
 - 11.4.2 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, resalable condition. Refund will be in the form of a credit/invoice credited to the SOA account with the vendor.
 - 11.4.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

CONDITIONS:

12.0 AUTHORITY:

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

13.0 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.

14.0 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.

15.0 SPECIFICATIONS:

Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

16.0 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.

17.0 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.

18.0 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.

19.0 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.

20.0 SUBCONTRACTOR(S):

Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

21.0 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.

22.0 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.

23.0 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.

24.0 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.

25.0 CONSUMER ELECTRICAL PRODUCT:

AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly

marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

26.0 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.

27.0 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.

28.0 NEW EQUIPMENT:

Equipment and components 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 and components 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.

29.0 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.

30.0 BRAND SPECIFIC:

Certain items may be designated brand specific. When an item is so designated no substitutions for the brand and model specified will be allowed.

31.0 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.

32.0 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.

33.0 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.

34.0 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.

35.0 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).

36.0 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

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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.

37.0 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.

38.0 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 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.

39.0 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.

40.0 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.

41.0 PARTS:

Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of state equipment.

42.0 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.

43.0 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.

44.0 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.

45.0 CONTRACT CANCELLATION:

The state reserves the right to cancel the contract at its convenience upon 30 calendar day's 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.

46.0 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.

47.0 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.

MANDATORY CONTRACT TERMS:

48.0 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or

A sworn and notarized affidavit that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
Mining licenses issued by Alaska Department of Revenue.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

49.0 ALASKA BIDDER PREFERENCE:

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- holds a current Alaska business license at the time designated for bid opening;
- submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

If a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

(*) Alaska Bidder Preference Affidavit

In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

50.0 BIDDERS WITH DISABILITIES:

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Division of Transportation at one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: 907.269.0793

Fax: 907.269.0801

TDD: 907.269.0713

COMPLIANCE WITH ADA:

By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

51.0 PREFERENCE QUALIFICATION:

In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

52.0 CONTRACT PERFORMANCE LOCATION:

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

53.0 HUMAN TRAFFICKING:

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract

54.0 NOTICE OF INTENT TO AWARD:

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

55.0 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

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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.

56.0 CONTRACT ADMINISTRATION:

The administration of this contract is the responsibility of State Equipment Fleet, Contracting Officer, Department of Transportation.

57.0 SHIPPING DAMAGE:

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. 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.

58.0 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.

59.0 INSURANCE:

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

Proof of insurance is required for the following:

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

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

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

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

60.0 BRAND AND MODEL OFFERED:

Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the state to consider the offer non-responsive and reject the bid.

61.0 ANNOTATED LITERATURE:

Bidders must annotate their product literature to identify for the state the location of the supporting information

regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

62.0 SUPPORTING INFORMATION:

The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

63.0 FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

64.0 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE:

By signature of the bid and by checking the Agricultural and Fisheries Product Preference box beneath each line item, the bidder certifies that the product offered meets the requirements of AS 36.15.050 and is entitled to a preference in accordance with the provisions of that statute.

65.0 ALASKA PRODUCT PREFERENCE:

Bidders who offer products which have received certification by the Department of Commerce and Economic Development and that are listed in the current published edition of the "Alaska Products Preference List" will receive this preference. In order to qualify for the Alaska Product Preference, a bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or regulations that allow for product exchanges/substitutions, or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

Class I products receive a three percent preference.

Class II products receive a five percent preference.

Class III products receive a seven percent preference.

Bidders must check the correct preference box beneath each line item. When the bids are evaluated, the preference percentage will be deducted from the bid price. If a bidder fails to check one of the product preference boxes, no preference will be given.

66.0 NONDISCLOSURE AND CONFIDENTIALITY:

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to:

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technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SPECIFICATION

100.0 GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the manufacturer's latest current production model and design, Police Vehicles.

Referenced Standards:

The unit provided is required to meet all current federal and state regulations such as, but not limited to, EPA emissions, FMVSS, and CFR.

Certain ISO, SAE, and other consensus standards may be referenced in this specification. Unless otherwise specified, the latest version of each standard is to be understood. Such standards apply to this specification whether or not they are required by statutes or administrative law.

Standard Components:

All components and accessories advertised in the manufacturer's current model year brochure and specifications as standard, unless superseded by these specifications, shall be provided with the unit.

Necessary Components:

Contractors shall provide any components, hardware, or part necessary for proper assembly, installation, and operation even though that item(s) is not specifically described in the bid specifications. This includes all fittings, couplers, brackets, adapters, etc. Bidders shall include the cost of such components, hardware, and parts in the bid price.

Documentation Required:

A basic manufacturer's product brochure describing the Police Vehicles are to be provided with your bid package. Specifications marked with an asterisk (*) require supporting documentation in the form of a product brochure, manufacturer's technical data sheet, or a letter of clarification which indicates specifically what the bidder intends to supply in regard to said items and/or how specifications will be met. In order to help prevent technical errors, following each asterisked item is space that may be used to address the asterisked items. It is required that a letter of clarification or the space behind the asterisked items be used to supply the required information.

LOT 1

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

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, 3.3L V6
 - 1.1 Gas, 3.0L EcoBoost V6 (*) OPTIONAL ITEM- Pricing is required:
 - 1.2 Engine hour meter and hour idle meter
- 2.0 Transmission: 10-speed Automatic
- 3.0 Full time intelligent all-wheel drive
- 4.0 Starting Aids:
 - 4.1 Engine Block Heater
- 5.0 Independent front and rear suspensions
- 6.0 Brakes: 4-wheel heavy duty disc with police calibrated Anti-Lock Brake System.
- 7.0 Tires: Tires shall have a speed rating of V (149mph) or higher, with matching, full size spare tire and wheel securely mounted.
 - 7.1 Individual tire pressure monitoring system
- 8.0 Body:

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- 8.1 Four (4) Doors
- 8.2 Wheel base: 119.1 Inches
- 8.3 Overall Length: 198.8 Inches
- 8.4 Front license plate bracket
- 8.5 Locking glove box
- 8.6 Glass: Solar-tinted first row and privacy glass 2nd row and rear cargo area
- 8.7 OEM Skid Plate Package
- 8.8 Vinyl flooring, with removable floor mats
- 8.9 Cruise Control
- 8.10 Tilt Steering wheel
- 8.11 Power windows
 - 8.11.1 Rear windows controlled by driver only
- 8.12 Dual –zone electronic automatic temperature control
- 8.13 Rear window defroster
- 8.14 AM/FM stereo with Bluetooth and USB port
- 8.15 Reverse sensing system
- 8.16 12 Volt power point
- 8.17 DC/DC converter, 220 amp
- 8.18 Police Perimeter Alert (*) OPTIONAL ITEM- Pricing is required:
- 8.19 Rear View Camera with washer
- 8.20 Rear camera activation on demand (*) OPTIONAL ITEM- Pricing is required:
- 8.21 Power heated side view mirrors
- 8.22 Recovery Hooks, 2 in front and 2 in rear
- 8.23 Trailer Towing Package with class III hitch
- 8.24 Supplemental restraint system for both driver and right front passenger
- 8.25 Seating: 5-passenger (including driver)
 - 8.25.1 Driver's seat heavy duty cloth bucket seat with 6-way power and manual lumbar
 - 8.25.2 Front passenger seat heavy duty cloth bucket seat
 - 8.25.3 Steel intrusion plates in both front seat backs
 - 8.25.4 11" space between driver's seat and front passenger seat for aftermarket console

SECTION II
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- 8.25.4.1 Front console mounting plate
- 8.25.5 Vinyl rear split bench seat
- 8.25.6 Interior color to be black
- 8.26 Keys and Door Locks:
 - 8.26.1 OEM power door locks with master control for all doors installed in driver's door
 - 8.26.2 Rear handles and locks to be inoperable
 - 8.26.3 All cars and locks to be keyed alike for ignition, doors and trunk. To include four (4) keys with each unit
 - 8.26.4 Remote Keyless-Entry key fob
- 8.27 Hood:
 - 8.27.1 To have double safety latch with hood release inside car
 - 8.27.2 To have under hood light controlled by a mercury switch
 - 8.27.3 Hood to be non-reflective flat black vinyl wrapped, paint is not acceptable. (*)
OPTIONAL ITEM- Pricing is required:
- 9.0 Lighting:
 - 9.1 All interior lights and factory warning buzzers, such as: HEADLAMPS ON, SEAT BELT NOT FASTENED, KEY IN IGNITION, DOOR OPEN, DOOR AJAR, etc. to be deactivated OEM.
 - 9.2 Headlights to have shatterproof type lens or have protective shatterproof covers
 - 9.3 Front head lamp, automatic on/off with LED low and high beams
 - 9.4 Head lamps to have wig-wag functionality
 - 9.5 Rear tail lights LED
 - 9.6 Spot Lamp with LED bulb too be mounted in left-hand pillar post.
 - 9.6.1 To be independent of ignition on separate 20 amp fused circuit.
 - 9.7 Red/White Dome Lamp –first row
 - 9.8 Dark car feature - Ability to disable all interior and exterior automatic lighting OEM
 - 9.9 Dash pass-through for aftermarket wiring
- 10.0 Miscellaneous:
 - 10.1 Paint to be Oxford White
 - 10.1.1 Optional exterior color other than white (*)OPTIONAL ITEM- Pricing is required:
 - 10.2 Tool Kit: To be equipped with wheel wrench and jack
 - 10.3 OEM Ballistic Door Panels, Driver Only (*)OPTIONAL ITEM- Pricing is required:
 - 10.4 Ballistic Door Panels, Driver and Front Passenger, (*)OPTIONAL ITEM- Pricing is required:

LOT 2

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

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, 3.5L Eco Boost
- 2.0 Transmission: 10-speed Automatic
- 3.0 Full time intelligent all-wheel/4 wheel drive
- 4.0 Starting Aids:
 - 4.1 Engine Block Heater
- 5.0 Brakes: 4-wheel disc brakes with anti-lock brake system
- 6.0 Tires: All season radial tires with a full size spare securely mounted on/in the unit (roof mounted is not acceptable)
 - 6.1 Individual Tire Pressure Monitoring System
- 7.0 Body:
 - 7.1 Four (4) Doors
 - 7.2 Wheel base: 122.5 Inches
 - 7.3 Overall Length: 210 Inches
 - 7.4 Front license plate bracket
 - 7.5 Privacy Glass 2nd row and cargo area
 - 7.6 Skid Plate Package
 - 7.7 Vinyl flooring, with removable floor mats
 - 7.8 Cruise Control and Tilt Steering
 - 7.9 Power windows and door locks
 - 7.9.1 Rear windows controlled by driver only
 - 7.10 AM/FM Stereo with Bluetooth and USB port
 - 7.11 Rear View Camera with Backup Assist grid lines and washer
 - 7.12 Side-view power heated mirrors with Security Approach lamps and integrated blind spot mirrors
 - 7.13 Perimeter Alarm
 - 7.14 Tow Hooks
 - 7.15 Trailer Towing Package with Class IV Hitch
 - 7.16 Supplemental restraint system for both driver and right front passenger
 - 7.17 Seating: 5-passenger (including driver)
 - 7.17.1 Front bucket seats with no console, cloth only
 - 7.17.1.1 6 way power driver's seat with power lumbar

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SPECIFICATION

- 7.17.2 Vinyl rear bench seat
- 7.17.3 3rd row 60/40 vinyl seat (*) OPTIONAL ITEM- Pricing is required:
- 7.17.4 2nd row 40/20/40 cloth seat (*) OPTIONAL ITEM- Pricing is required:
- 7.17.5 Interior color to be dark grey or black
- 7.18 Keys and Door Locks:
 - 7.18.1 OEM power door locks with master control for all doors installed in driver's door.
 - 7.18.2 Inoperable rear door handles and locks
 - 7.18.3 To include four (4) keys with each unit.
 - 7.18.4 Remote keyless-entry key fobs (2) each
- 7.19 Hood:
 - 7.19.1 To have double safety latch with hood release inside car.
 - 7.19.2 To have under hood light controlled by a mercury switch.
 - 10.4.1 Hood to be non-reflective flat black vinyl wrapped, paint is not acceptable. (*) OPTIONAL ITEM- Pricing is required:
- 8.0 Lighting:
 - 8.1 All interior lights and factory warning buzzers, such as: HEADLAMPS ON, SEAT BELT NOT FASTENED, KEY IN IGNITION, DOOR OPEN, DOOR AJAR, etc. to be deactivated OEM.
 - 8.2 Headlights to have shatterproof type lens or have protective shatterproof covers
 - 8.3 Front head lamp, automatic on/off with LED low and high beams
 - 8.4 Daytime running lights (*) OPTIONAL ITEM- Pricing is required:
 - 8.5 Red/White Dome Lamp in cargo area
 - 8.6 Dark car feature – Ability to disable all interior and exterior automatic lighting
 - 8.7 Dash pass-through for aftermarket wiring
 - 8.8 Spot Lamp – Incandescent Bulb: To be mounted in left-hand pillar post. To be independent of ignition on separate 20 amp fused circuit. (*) OPTIONAL ITEM- Pricing is required:
- 9.0 Miscellaneous:
 - 9.1 Paint to be Oxford White
 - 9.2 Optional exterior color (*) OPTIONAL ITEM- Pricing is required:
 - 9.3 Tool Kit: To be equipped with wheel wrench and jack.

LOT 3

UNIT TYPE: Ford F-150 Police Responder

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 3.5L Eco Boost V6
- 2.0 Transmission: Electronic 10 speed automatic
- 3.0 Starting Aids:
 - 3.1 Engine Block Heater
- 4.0 Brakes: To include anti-lock braking system and limited slip differential
- 5.0 Tires: Five (5) each, LT275/65R18 pursuit rated tires with spare tire and wheel securely mounted in rear
- 6.0 Body:
 - 6.1 Four (4) Doors
 - 6.2 Wheel base: 145"
 - 6.3 Overall Length: 231.9"
 - 6.4 Front license plate bracket
 - 6.5 Rear Privacy glass (*) OPTIONAL ITEM- Pricing is required:
 - 6.6 To include heavy duty insulated black rubber matting on full floor area including front and back of passenger areas.
 - 6.7 Cruise Control & Tilt Steering OEM
 - 6.8 Reverse Sensing (*) OPTIONAL ITEM- Pricing is required:
 - 6.9 Back Up Alarm (*) OPTIONAL ITEM- Pricing is required:
 - 6.10 Power windows and door locks
 - 6.10.1 Rear door windows controlled by driver only, switch delete
 - 6.10.2 Sliding Rear Window (*) OPTIONAL ITEM- Pricing is required:
 - 6.11 AM/FM Stereo with Bluetooth and USB port
 - 6.12 Rear view Camera
 - 6.13 Side-view power heated mirrors
 - 6.14 Tow Hooks
 - 6.15 Trailer Towing Package with Class IV Hitch
 - 6.16 Trailer brake controller (*) OPTIONAL ITEM- Pricing is required:
 - 6.17 Power trailer towing mirrors (no heat) (*) OPTIONAL ITEM- Pricing is required:
 - 6.18 Seating: 5 passenger (including driver)
 - 6.18.1 40/Blank/40 front seats with Police grade heavy-duty cloth
 - 6.18.2 Vinyl rear bench seat
 - 6.18.3 Driver's seat to be 8-way power adjustable
 - 6.18.4 Power Passenger seat (*) OPTIONAL ITEM- Pricing is required:
 - 6.18.5 Interior color to be dark grey
 - 6.19 Keys and Door Locks:

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SPECIFICATION

- 6.19.1 OEM power door locks with master control for all doors installed in driver's door
- 6.19.2 Rear handles to be inoperable with locks inoperable
 - 6.19.2.1 All rear seat area interior door handles to be removed and holes securely covered in a manner to match the interior. Rear doors must open from exterior only. Place the loose hardware and handles in the trunk for shipment with the vehicle
- 6.19.3 To include four (4) keys with each unit
- 6.19.4 Remote keyless-entry key fob
- 6.20 Hood:
 - 6.20.1 To have double safety latch with hood release inside car
 - 6.20.2 To have under hood light controlled by a mercury switch
 - 6.20.3 Hood to be non-reflective flat black vinyl wrapped, paint is not acceptable. (*)
OPTIONAL ITEM- Pricing is required:
- 7.0 Lighting:
 - 7.1 All interior lights and factory warning buzzers, such as: HEADLAMPS ON, SEAT BELT NOT FASTENED, KEY IN IGNITION, DOOR OPEN, DOOR AJAR, etc. to be deactivated OEM
 - 7.2 Headlights to have shatterproof type lens or have protective shatterproof covers
 - 7.3 Front head lamps, automatic on/off with LED low and high beams
 - 7.4 LED Rear tail lamps
 - 7.5 Spot Lamp: to be mounted in left-hand pillar post. To be independent of ignition on separate 20 amp fused circuit (*)OPTIONAL ITEM- Pricing is required:
 - 7.6 Dome light OEM
 - 7.7 Dark car feature – Ability to disable all interior and exterior automatic lights
 - 7.8 Daytime running lights (*)OPTIONAL ITEM- Pricing is required:
- 8.0 Miscellaneous:
 - 8.1 Paint to be Oxford White
 - 8.2 Tool Kit: To be equipped with wheel wrench and jack
 - 8.3 Pickup bed extender (*)OPTIONAL ITEM- Pricing is required:
 - 8.4 Pickup box steps (*)OPTIONAL ITEM- Pricing is required:
 - 8.5 Tailgate Step (*)OPTIONAL ITEM- Pricing is required:

SECTION III
 BID SCHEDULE

<u>Description</u>	<u>Cost</u>
FORD EXPLORER, AWD, Police Interceptor MODEL K8A	
Ford Explorer, 3.3L V6 White w/Black Hood	\$37,145.00
Ford Explorer, 3.3L V6, Random Color - 17 Color Choices	\$36,845.00
Engine 3.3L V6 Hybrid, V6	\$3,530.00
Engine 3.0L, EcoBoost, V6	\$4,320.00
Police Perimeter Alert	\$675.00
Rear Camera Activation on Demand	\$230.00
Flat Black Hood	\$300.00
Ballistic Door Panels, Driver Only	\$1,585.00
Ballistic Door Panels, Driver and Front Passenger	\$3,170.00
FORD EXPEDITION, 4x4, SPECIAL SERVICE PACKAGE MODEL U1G	
Ford Expedition, 4x4, Special Service Package, White w/Black hood	\$41,490.00
Ford Expedition, 4x4, Special Service Package, Random Color - 7 Color Choices	\$41,190.00
3rd Row 60/40 Vinyl Seat	\$815.00
2nd Row 40/20/40 Cloth Seat	\$110.00
Daytime Running Lights	Standard
Spot Lamp	\$425.00
FORD F-150, 4x4 POLICE RESPONDER SUPERCREW, MODEL W1P	
Ford F150, 3.5L V6 EcoBoose, White w/Black Hood (trailer towing & block heater)	\$36,522.00
Ford F150, 3.5L V6 EcoBoost , Random Color (trailer towing & block heater)	\$36,222.00
Rear Privacy Glass	\$100.00
Reverse Sensing	\$275.00
Rear Window Defroster	\$125.00
Trailer Brake Controller	\$275.00
Power Trailer Towing Mirrors (no heat)	\$395.00
Power Passenger Seat	\$295.00
Spot Lamp	\$425.00
Daytime Running Lights	\$45.00
Spray in Bed Liner	\$595.00
Pick Up Bed Extender	\$250.00
Pick Up Box Steps	\$325.00
Tailgate Step	\$375.00
Running Boards	\$250.00

BID SCHEDULE INSTRUCTIONS:

All bids must include both unit pricing and extensions and be otherwise complete in the format requested.

The materials, equipment or services bid will conform to and meet the requirements of the Contract Bid Documents and are hereby incorporated into this document.

Publications: One (1) per vehicle, per Section I, paragraph 7.0.

The actual F.O.B. point for pricing on all items purchased under this contract will be Anchorage, AK. Ownership of and title to the ordered items remains with the contractor until the items have been delivered at their final destination and are accepted by the State.

For pricing purposes of this contract, the F.O.B. point is Anchorage Alaska

REQUIRED DELIVERY OF ITEMS UNDER THIS CONTRACT: Maximum **180 days** after receipt of order (ARO).

A. CALL TO ORDER

A joint meeting of the Palmer City Council and Airport Advisory Commission was held on January 28, 2020, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:00 p.m.

B. ROLL CALL

Comprising a quorum of the City Council and Airport Advisory Commission, the following roll call was taken:

City Council:

Edna DeVries, Mayor
Julie Berberich
Steve Carrington
Sabrena Combs
Jill Valerius

Airport Advisory Commission:

Kenneth More, Chair
Jeff Helmericks, Vice Chair
Leighton Lee
Joyce Momarts
Shayne Reese
Andrew Weaver

Deputy Mayor Linda Combs and City Council Member Richard W. Best were absent and excused. Airport Advisory Commission Member Shannon Jardine was absent and excused.

Staff in attendance were the following:

Nathan Wallace, City Manager
Norma I. Alley, MMC, City Clerk
Michael Gatti, City Attorney

Kara Johnson, Deputy City Clerk
Frank Kelly, Airport Superintendent

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

CC Main Motion: To Approve the Agenda

Moved by:	S. Combs
Seconded by:	Berberich
Vote:	5 Yes/0 No/2 Absent (Best, L. Combs)
Action:	Motion Carried

AAC Main Motion: To Approve the Agenda

Moved by:	Momarts
Seconded by:	Helmericks
Vote:	6 Yes/0 No/1 Absent (Jardine)
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

None.

F. NEW BUSINESS

- 1. Committee of the Whole (note: action may be taken by the council following the committee of the whole)
 - a. 2019 Airport Advisory Commission Accomplishments Recap
 - b. 2020 Commission Projects and Goals
 - c. Other Matters Related to the Palmer Municipal Airport
 - d. City Council Direction to the Commission

CC Main Motion: To Enter into a Committee of the Whole

Moved by:	S. Combs
Seconded by:	Berberich
Vote:	5 Yes/ 0 No/2 Absent (Best, L. Combs)
Action:	Motion Carried

AAC Main Motion: To Enter into a Committee of the Whole

Moved by:	Helmericks
Seconded by:	Reese
Vote:	6 Yes/0 No/1 Absent (Jardine)
Action:	Motion Carried

The Council and Commission entered into a Committee of the Whole at 6:05 p.m.

Topics addressed included 2019 Airport Advisory Commission accomplishments recap, 2020 Commission projects and goals, and leasing a portion of the Airport taxiway.

The City Council and Commission adjourned from Committee of the Whole at 6:40 p.m. and reconvened the joint meeting.

G. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported the Airport Advisory Commission Report was the Item Placed on the Table.

H. COUNCIL AND COMMISSION MEMBER COMMENTS

No direction was given to staff for legislation to be placed on a future agenda.

I. ADJOURNMENT

With no further business before the City Council and Airport Advisory Commission, the meeting adjourned at 6:46 p.m.

Approved by the City Council on this ____ day of _____, 2020.

Norma I. Alley, MMC, City Clerk

Edna DeVries, Mayor

Approved by the Airport Advisory Commission this ____ day of _____, 2020.

Frank Kelly, Airport Superintendent

Ken Moore, Airport Advisory Commission Chair

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on January 28, 2020, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

B. ROLL CALL

Comprising a quorum of the Council, the following were present:

Edna DeVries, Mayor	Sabrina Combs
Julie Berberich	Jill Valerius
Steve Carrington	

Deputy Mayor Linda Combs and City Council Member Richard W. Best were absent and excused.

Staff in attendance were the following:

Nathan Wallace, City Manager	Michael Gatti, City Attorney
Norma I. Alley, MMC, City Clerk	Kara Johnson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Introduction to **Ordinance No. 20-001**: Amending Palmer Municipal Code Section 5.28 Relating to Itinerant Vendors
 - b. **Action Memorandum No. 20-005**: Authorizing the City Manager to Sign Palmer Museum of History and Art's Services Contract Amendment No. 8

Main Motion: To Approve the Agenda and Consent Agenda

Moved by:	S. Combs
Seconded by:	Valerius
Vote:	5 Yes/0 No/2 Absent (Best, L. Combs)
Action:	Motion Carried

E. REPORTS

1. City Manager's Report

City Manager Wallace highlighted his written report.

2. City Clerk's Report

None.

3. Mayor's Report

Mayor DeVries highlighted her written report.

4. City Attorney's Report

None.

F. AUDIENCE PARTICIPATION

Mr. Mike Chmielewski thanked the city for fixing the sound system in the Depot.

G. NEW BUSINESS

1. **Resolution No. 20-008:** Approving the Alternative Allocation Method for Distribution of the FY20 Shared Fisheries Business Tax Program in FMA 14: Cook Inlet Area

Main Motion: To Approve Resolution No. 20-008

Moved by:	S. Combs
Seconded by:	Carrington
Vote:	5 Yes/0 No/2 Absent (Best, L. Combs)
Action:	Motion Carried

2. **Action Memorandum No. 20-006:** Selecting the Golden Heart Lifetime Achievement Award Recipient(s)

Council Member S. Combs thanked the Council for the nomination but requested her name be withdrawn from the nominee list. Mayor DeVries stated all nominees, Dr. Alex Hills, Betty Pierce, and Gary Wolfe would receive the award.

Main Motion: To Approve Action Memorandum No. 20-006 Awarding All Nominees the Golden Heart Lifetime Achievement Award

Moved by:	S. Combs
Seconded by:	Valerius
Vote:	5 Yes/0 No/2 Absent (Best, L. Combs)
Action:	Motion Carried

3. **Action Memorandum No. 20-007:** Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 1194 for Caboose Lounge, Located at 606 S. Alaska Street
4. **Action Memorandum No. 20-008:** Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 1195 for Iron Horse Liquor, Located at 606 S. Alaska Street
5. **Action Memorandum No. 20-009:** Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 3058 for Moosehead Saloon, Located at 810 S. Colony Way

Mayor DeVries asked for objections to combine Action Memorandum No. 20-007, Action Memorandum No. 20-008 and Action Memorandum No. 20-009. Hearing no objection from the Council, Mayor DeVries announced these items would be considered collectively.

Main Motion: To Approve Action Memorandum No. 20-007, Action Memorandum No. 20-008, and Action Memorandum No. 20-009

Moved by:	S. Combs
Seconded by:	Carrington
Vote:	5 Yes/0 No/2 Absent (Best, L. Combs)
Action:	Motion Carried

6. **Information Memorandum No. 20-002:** Committee of the Whole for Discussion on General Election Matters (note: action may be taken by the council following the committee of the whole)

Main Motion: To Enter Into Committee of the Whole

Moved by:	Valerius
Seconded by:	S. Combs
Vote:	5 Yes/0 No/2 Absent (Best, L. Combs)
Action:	Motion Carried

The Council entered into a Committee of the Whole at 7:21 p.m.

Topics addressed included:

- Vote by mail;
- Election date for 2020;
- Term Limit Legislation; and
- The conflicts between the Charter and Code on candidate residency requirements.

The Council adjourned from Committee of the Whole at 8:02 p.m. and reconvened the Regular Meeting.

7. **Information Memorandum No. 20-003:** Committee of the Whole for Discussion on Remote Sales Tax Information from the Alaska Remote Sellers Sales Tax Commission (note: action may be taken by the council following the committee of the whole)

Main Motion: To Enter Into Committee of the Whole

Moved by:	S. Combs
Seconded by:	Carrington
Vote:	5 Yes/0 No/2 Absent (Best, L. Combs)
Action:	Motion Carried

The Council entered into a Committee of the Whole at 8:05 p.m.

Topics addressed included:

- Timeline for implantation of Remote Sales Tax;
- New software for Remote Sales Tax; and
- The effect of the Remote Sales Tax will have on local businesses.

The Council adjourned from Committee of the Whole at 8:28 p.m. and reconvened the Regular Meeting.

H. RECORD OF ITEMS PLACED ON THE TABLE

None.

I. AUDIENCE PARTICIPATION

None.

J. COUNCIL MEMBER COMMENTS

No direction was given to staff for legislation to be placed on a future agenda.

K. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 8:33 p.m.

Approved this ____ day of _____, 2020.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A joint meeting of the Palmer City Council and Board of Economic Development was held on February 11, 2020, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:00 p.m.

B. ROLL CALL

Comprising a quorum of the City Council and Board of Economic Development, the following roll call was taken:

City Council:

Edna DeVries, Mayor
Julie Berberich
Richard W. Best (participated by teleconference)
Steve Carrington
Sabrena Combs
Jill Valerius (participated by teleconference)

Board of Economic Development:

Dusty Silva, Chair
Lorie Koppenberg, Vice Chair
Peter Christopher
Barbara Hunt
Ronalee Moses

Board Member Chappel and Board Member Kincaid were absent and excused.

Staff in attendance were the following:

Nathan Wallace, City Manager
Norma I. Alley, MMC, City Clerk

Michael Gatti, City Attorney
Brad Hanson, Community Development Director

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

CC Main Motion: To Approve the Agenda

Moved by:	S. Combs
Seconded by:	L. Combs
Vote:	6 Yes/0 No/1 Absent (Best)
Action:	Motion Carried

BED Main Motion: To Approve the Agenda

Moved by:	Silva
Seconded by:	Koppenberg
Vote:	5 Yes/0 No/2 Absent (Chappel, Kincaid)
Action:	Motion Carried

Council Member Best joined the meeting by teleconference at 6:04 p.m.

E. AUDIENCE PARTICIPATION

Assembly Member Nowers reported on Matanuska-Susitna Borough Assembly activities.

Mr. Mike Chmielewski reported on the lack of information on the city's board and commission pages.

F. NEW BUSINESS

1. Committee of the Whole (note: action may be taken by the council following the committee of the whole)
 - a. 2019 Board Accomplishments Recap
 - b. 2020 Board Projects and Goals
 - c. Other Matters Related to the Board of Economic Development
 - d. City Council Direction to the Commission

CC Main Motion: To Enter into a Committee of the Whole

Moved by:	L. Combs
Seconded by:	S. Combs
Vote:	Unanimous
Action:	Motion Carried

BED Main Motion: To Enter into a Committee of the Whole

Moved by:	Koppenberg
Seconded by:	Moses
Vote:	5 Yes/0 No/ 2 Absent (Chappel, Kincaid)
Action:	Motion Carried

The Council and Board entered into a Committee of the Whole at 6:09 p.m.

Council Member Best left the meeting at 6:10 p.m. and rejoined at 6:12 p.m.

Topics addressed included:

- Board 2019 accomplishments;
- Palmer connectivity;
- Joint BED and Planning and Zoning Commission Meeting held in January;
- 2020 Board goals; and
- 2020 scheduled agenda items.

The City Council and Board adjourned from Committee of the Whole at 6:53 p.m. and reconvened the joint meeting.

G. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported there were no Items Placed on the Table.

H. COUNCIL AND COMMISSION MEMBER COMMENTS

No direction was given to staff for legislation to be placed on a future agenda. The Council thanked the Board for their hard work on the Board and dedication to the community.

I. ADJOURNMENT

With no further business before the City Council and Board of Economic Development, the meeting adjourned at 6:54 p.m.

Approved by the City Council on this ____ day of _____, 2020.

Norma I. Alley, MMC, City Clerk

Edna DeVries, Mayor

Approved by the Board of Economic Development this ____ day of _____, 2020.

Brad Hanson, Community Development Director

Dusty Silva, Board of Economic Development Chair

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on January 9, 2020, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

B. ROLL CALL

Comprising a quorum of the Council, the following were present:

Edna DeVries, Mayor	Linda Combs, Deputy Mayor
Julie Berberich	Sabrina Combs
Richard W. Best (participated by teleconference)	Jill Valerius (participated by teleconference)
Steve Carrington	

Staff in attendance were the following:

Nathan Wallace, City Manager	Michael Gatti, City Attorney
Norma I. Alley, MMC, City Clerk	

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. **Action Memorandum No. 20-010:** Authorizing the City Manager to Negotiate and Execute a Contract with HDL Engineer Consultants LLC, Not to Exceed \$37,500.00, for Engineering Services and Underwater Robotic Inspection of the Cedar (Bailey) Hills Reservoir
 - b. **Action Memorandum No. 20-011:** Authorizing the City Manager to Negotiate and Execute a Contract with USI Insurance Services, Not to Exceed \$60,000.00 the first year, for Healthcare Brokerage Services for a Three-Year Contract
2. Approval of Minutes of Previous Meetings
 - a. December 10, 2019, Regular Meeting
 - b. January 14, 2020, Regular Meeting

Main Motion: To Approve the Agenda, Consent Agenda, and Minutes

Moved by:	S. Combs
Seconded by:	L. Combs
Vote:	7 Yes/0 No
Action:	Motion Carried

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation of the Golden Heart Lifetime Achievement Award Recipients

Mayor DeVries presented the Golden Heart Lifetime Achievement Award to Betty Pierce. Council Member Berberich highlighted the community service Betty Pierce provided to the Palmer community.

2. Presentation from the Greater Palmer Chamber of Commerce Executive Director Ailis Vann

Executive Director Vann summarized the Chamber's events and happenings over the last year and upcoming 2020 events.

F. REPORTS

1. City Manager's Report

City Manager Wallace reported he would begin working on obtaining proposals for a consultant to assist the city with annexation and another consultant to facilitate the Council's strategic planning meeting.

2. City Clerk's Report

City Clerk Alley noted she had yet to hear from all Council Members on dates in March and April that would work for the strategic planning meeting. Council deliberated on a date and requested the City Clerk send additional correspondence to Council regarding a possible April 25 meeting.

3. Mayor's Report

Mayor DeVries highlighted her written report.

4. City Attorney's Report

None.

G. AUDIENCE PARTICIPATION

Mr. Tristan Hampson, MAT+SAR Search and Rescue, requested Council's support for their grant request.

Mr. Mike Chmielewski provided a demonstration on how to view the Council meetings on the live video and audio stream on the Radio Free Palmer website.

Ms. Barbara Hunt testified on the recent Palmer Alaska Buzz Facebook page activities.

Mr. Todd Smolden, Governor Dunleavy's Mat-Su Office Director, provided an update on Governor's Office.

H. PUBLIC HEARINGS

1. **Ordinance No. 20-001:** Amending Palmer Municipal Code Section 5.28 Relating to Itinerant Vendors

Mayor DeVries opened the public hearing on Ordinance No. 20-001.

Ms. Ailis Vann, Chamber of Commerce Executive Director, expressed support.

Hearing no objection from the Council, Mayor DeVries closed the public hearing.

Main Motion: To Adopt Ordinance No. 20-001

Moved by:	S. Combs
Seconded by:	L. Combs
Vote:	7 Yes/0 No
Action:	Motion Carried

- Resolution No. 19-005-B:** Amending the 2019 City of Palmer Budget for the Fiscal Year Ending December 31, 2019

Mayor DeVries opened the public hearing on Ordinance No. 20-001. Seeing no one come forward and hearing no objection from the Council, Mayor DeVries closed the public hearing.

Main Motion: To Approve Resolution No. 19-005-B

Moved by:	S. Combs
Seconded by:	L. Combs
Vote:	7 Yes/0 No
Action:	Motion Carried

I. NEW BUSINESS

- Action Memorandum No. 20-012:** Approving a Council Grant in the Amount of \$1,650.00 to the MATSAR Search and Rescue for the Year 2020

Main Motion: To Approve Action Memorandum No. 20-012

Moved by:	L. Combs
Seconded by:	S. Combs
Vote:	7 Yes/0 No
Action:	Motion Carried

- Action Memorandum No. 20-013:** Authorizing the City Manager to Enter into a Two-Year Agreement to Purchase Healthcare Insurance Coverage with Premera through the City’s Healthcare Insurance Broker, USI Insurance Services

City Manager Wallace provided the staff report and noted the change in estimated annual savings.

Main Motion: To Approve Action Memorandum No. 20-013

Moved by:	S. Combs
Seconded by:	Carrington
Vote:	7 Yes/0 No
Action:	Motion Carried

J. RECORD OF ITEMS PLACED ON THE TABLE - None.

K. AUDIENCE PARTICIPATION - None.

L. COUNCIL COMMENTS

No direction was given to staff for legislation to be placed on a future agenda.

M. EXECUTIVE SESSION

- Subjects That Tend to Prejudice the Reputation and Character of Any Person – City Clerk (Note: action may be taken following the executive session)

Main Motion: To Enter into Executive Session to Discuss Subjects that Tend to Prejudice the Reputation and Character of Any Person – City Clerk

Moved by:	L. Combs
Seconded by:	S. Combs
Vote:	7 Yes/0 No
Action:	Motion Carried

Mayor DeVries called a break at 8:11 p.m. and reconvened the meeting at 8:26 p.m.

Mayor DeVries announced the Council was going to enter into Executive Session and to secure the privacy of the session Council Members Best and Valerius left the meeting.

The Council entered into Executive Session at 8:26 p.m. and exited at 9:11 p.m.

Upon exiting the Executive Session, Council Members Best and Valerius joined the meeting and the following motion was made:

Main Motion: For a Vote of Confidence in the City Clerk, Directing the City Clerk to Work with the City Attorney to Draft a New Three-Year Employment Contract and Placing it on the March 10 Agenda

Moved by:	Berberich
Seconded by:	S. Combs
Vote:	7 Yes/1 No (Best)
Action:	Motion Carried

Council Member Best explained he would have abstained if allowed, but voted no instead because he did not have all the information needed to vote yes.

N. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 9:17 p.m.

Approved this ____ day of _____, 2020.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor



**Building Department Report
 JANUARY 2020**

Permit Type	Count	Total Valuation	Permit Fees Collected	Plan Review Fees Collected
Building Permit	7	\$540,062.00	\$3,104.25	\$1,705.50
Sign Permit	1	\$2,500.00	\$107.00	
Fence Permit	0	\$0.00	\$0.00	
Totals	8	\$542,562.00	\$3,211.25	\$1,705.50

TYPE OF PERMITS:

Applicant	Valuation	Type of Work	Permit Fee	Plan Review Fee
Trueblood, Mayci	\$1,500.00	RES Alteration	\$60.00	
Safeway, Inc.	\$2,500.00	Sign	\$107.00	
City of Palmer	\$300,000.00	COM Alteration	\$0.00	\$0.00
ES Properties LLC	\$116,000.00	COM Alteration	\$1,206.50	\$784.00
ES Properties LLC	\$67,000.00	COM Alteration	\$849.25	\$552.00
Johnson, Jeff	\$30,000.00	COM Alteration	\$491.75	\$319.50
Boortz, David	\$2,000.00	COM Alteration	\$77.00	\$50.00
Klayum, John	\$23,562.00	RES Alteration	\$419.75	

YEAR TO DATE COMPARISON:

Year	Building Permits	Sign Permits	Fence Permits	Year to Date Valuation	Year to Date Permit Fees	Year to Date Plan Review Fees
2011	6	3	0	\$376,620.00	\$4,078.25	
2012	4	4	1	\$584,164.00	\$5,494.75	
2013	1	1	0	\$800.00	\$73.50	
2014	5	2	0	\$387,910.00	\$3,603.25	
2015	5	2	0	\$334,730.00	\$2,737.00	
2016	3	2	0	\$114,200.00	\$2,335.00	
2017	5	1	0	\$225,238.00	\$3,115.25	\$1,860.25
2018	4	1	0	\$809,338.00	\$6,766.25	\$3,561.50
2019	4	1	0	\$42,072.00	\$874.25	\$442.50
2020	7	1		\$542,562.00	\$3,211.25	

Radio Free Palmer Inside the City schedule: Fire Dept Feb 28, City Manager Mar 6, Visitor Center Director Mar 13

Mayor's Memo

**Council Meeting report for council Meeting
on February 25, 2020**

FIRE DEPARTMENT DINNER, FEB. 22, 2020

NO MORE MAT SU FEBRUARY 26

**OCEANS RECYCLING SOLUTIONS FUND RAISER,
FEB. 27**

ALASKA JOB CORPS GRADUATION FEB 28

M/M MARCH 19

We want and value your input and participation.

Edna DeVries Mayor

907-355-9933 edevries@palmerak.org

**City of Palmer
Resolution No. 20-009**

Subject: Supporting the Palmer Arts Council Grant Application for Remediation of the Powerhouse Property

Agenda of: February 25, 2020

Council Action: **Approved** **Amended:** _____
 Defeated




Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ _____

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted

Director of Finance Signature:  _____

Attachment(s):

- Resolution No. 20-009
- Letter from Arts Council

Summary Statement/Background:

The Palmer Arts Council has approached the city for support in their efforts to apply for a grant from the Alaska Department of Environmental Conservation so the property may be remediated, sold and become a productive property in downtown Palmer.

During 2019 the city of Palmer actively participated as a coalition partner with the Matanuska-Susitna Borough (MSB) for the development of an Environmental Protection Agency (EPA) Brownfield Area Wide Plan for downtown Palmer. The Area formally known as the Mat Maid Block served as the catalyst site for the project. The powerhouse property located within the Mat Maid block is owned by the Palmer Arts Council and served as a power generation facility for many years.

An environmental assessment was performed in 2019 and it was determined the property was compromised. The Palmer Arts Council purchased the property in 2007.

They currently have the property listed for sale.

Administration's Recommendation:

Approve Resolution No. 20-009

LEGISLATIVE HISTORY

Introduced by: City Manager Wallace

Date: February 25, 2020

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 20-009

A Resolution of the Palmer City Council Supporting the Palmer Arts Council for a Grant Application to the Alaska Department of Environmental Conservation for the Remediation for the Powerhouse Property

WHEREAS, the Powerhouse occupies a significant part of the downtown Palmer area, with historical and commercial value; and

WHEREAS, a recent Areawide Plan for downtown Palmer, developed by the Matanuska-Susitna Borough’s consultants recommends redevelopment of the Powerhouse property for a green space and some of the surrounding properties for mixed-use commercial and residential buildings; and

WHEREAS, the Palmer Arts Council, a 501c(3) non-profit community organization, currently owns the Powerhouse property and desires to see it redeveloped in order to provide public open space and public access to the historic water tower; and

WHEREAS, the Powerhouse property was found to be contaminated from decades of use as a power plant and other commercial operations, as part of an environmental site assessment; and

WHEREAS, costs to clean-up the site exceeds the means of the Palmer Arts Council, requiring the Arts Council to seek grant funds to remediate the site.

NOW THEREFORE BE IT RESOLVED, that the Palmer City Council hereby supports the Palmer Arts Council’s efforts to seek and obtain grant funding to remediate the Powerhouse property.

Approved by the Palmer City Council this ____ day of _____, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

the palmer arts council

Brad Hanson, Community Development Director
City of Palmer
231 West Evergreen Avenue
Palmer, AK 99645

February 6, 2020

Dear Mr. Hanson,

On behalf of the Palmer Arts Council, I would like to request the City's assistance in our efforts to remediate the Palmer Powerhouse property. As you know, the Powerhouse is located within the historic Mat-Maid block in downtown Palmer, where it was used to generate electricity for the early residents of the City. It was eventually replaced with larger electrical generating facilities outside the City, and then converted to other commercial uses. Today, however, the Powerhouse, long abandoned, has deteriorated structurally, and become an attractive nuisance. The Powerhouse property also sits in front of the historic Palmer water tower, and we believe the property should be converted to a new use that will encourage redevelopment of the block, and provide the public with a closer connection to Palmer's unique history, especially the iconic water tower.

In order to remediate the property, the Palmer Arts Council is seeking state and federal assistance to remove contamination from the site. To facilitate this request and to accomplish the clean-up of the Powerhouse property, we ask that the City Council provide a resolution of support for our remediation project.

We truly appreciate all that the City does to support the arts in our community and hope to continue our relationship to maintain Palmer as the historic and cultural center of the Valley.

Sincerely,



Michael J. Campfield

President, Palmer Arts Council

**City of Palmer
Action Memorandum No. 20-016**

Subject: Approve a Council Community Grant in the Amount of \$5,000.00 to the Mat-Su Senior Services

Agenda of: February 25, 2020

Council Action: **Approved** **Amended:** _____
 Defeated



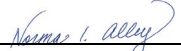
Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u> X </u>	Finance		<u>01/28/2020</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **5,000.00**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 5,000.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-02-10-6068
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- 2020 Grant Application

Summary Statement/Background:

The Mat-Su Senior Services is requesting a \$5,000 grant to help support program costs for serving seniors in 2020. Grant funds will be used to support operations.

Mat-Su Senior Services has not received grant funding from Palmer since the Council Community Grant program was established in 2014.

Mat-Su Senior Services is a non-profit corporation located within the city limits of Palmer and serves residents in Palmer and the Mat Su Borough. Their services are open to the public.

In February 2014, the City Council adopted Ordinance No. 14-043, which established the Council Community Grant program. The Council also approved \$12,000.00 in the Community Council Grants line item for 2020 that would finance approved Council grants.

Legislation #	Organization	Amount	Date Approved
20-004	HPAC 2020 Winter support	3,000	1/14/2020
Total 2020 Grants approved prior:		3,000	

Administration’s Recommendation:

To approve Action Memorandum No. 20-016



City of Palmer • City Manager's Office
231 W. Evergreen Avenue • Palmer, AK 99645
Phone: 907-745-3271 Fax: 907-745-0930

Council Community Grant

The City of Palmer recognizes the valued contributions being provided through the volunteer efforts of community organizations, agencies, and individuals on behalf of its citizens. Community grant funding demonstrates Council's commitment to programs, services, projects and events that are benefits to the community while at the same time recognizing the financial constraints impacting the City's ability to provide funding.

The objectives of the City of Palmer Council Community Grant are:

- to provide modest levels of support and assistance to help foster and develop community programs, services, projects, and events that enhance the greater Palmer community's cultural and economic environment; and
- to treat all organizations fairly and consistently while creating a minimal administrative process.

Applicant eligibility

Preference will be given to organizations and groups that demonstrate Palmer community support and that propose a program, service, project or event (event) having the potential for positive economic and cultural impacts and that show evidence of efficient use of resources, sound business practices/accountability, and describe the organization's or group's knowledge, skills and self-reliance.

An applicant organization must meet the following general criteria in order to be considered for a Council Community grant:

1. Program, service, project or event must primarily benefit the community and residents of Palmer.
2. Program, service, project or event has City wide significance and is expected to bring economic and/or public relations benefit to the City.
3. Grant applicants should be able to demonstrate active fundraising efforts to support the continuation of the program, service, project or event. The City grant should not be considered as the primary source of funding for the organization.
4. Funding requests can be defined as programs, services, projects and events that economically benefit Palmer by supporting, sustaining, promoting, informing, educating, celebrating, preserving and/or providing access to the arts, culture, environment, heritage, recreation and/or health activities.
5. To qualify for funding, the group must demonstrate its commitment to all of the following principles:
 - a. Program, service, project or event is open – accessible – to all members of the community;
 - b. Program, service, project or event must take place within the Palmer city limits or within one mile of the city limits;
 - c. Program, service, project or event is effective in providing an economic benefit to Palmer;
 - d. applicant is accountable through sound management and financial practices;
 - e. Individuals are not eligible.



City of Palmer • City Manager's Office
231 W. Evergreen Avenue • Palmer, AK 99645
Phone: 907-745-3271 Fax: 907-745-0930

Council Community Grant Application

Program, service, project or event title: Mat-Su Senior Meals
Date(s) of program, service, project or event: 3/01/2020 to 6/30/2020

Applicant Information

Name: Elaine Phillipps
Address: 1132 S Chugach Street
City: Palmer State: AK Zip: 99645
Phone: (907)761-5008 Email: ephillipps@matsuseniors.com

Organization Information

Name of organization/group: Palmer Senior Citizens Center dba Mat-Su Senior Services
Type of organization: Non-profit Volunteer community group Other

Funding Request

Amount of Request: \$ 5,000
Matching funds provided by applicant: \$ 2,775,967

Project Summary Information

In the space below, provide a concise, on paragraph summary of your proposed program, service, project or event and how it promotes economic development for the City of Palmer. Our request to the City of Palmer will support program costs for serving seniors in Palmer. Palmer Senior Citizens' Center provides services to aid seniors, and any age individuals with Alzheimer's Disease and Related Dementia, in continuing to live in their own homes in Palmer and Mat-Su Borough. We assist independent living by reducing premature admissions to long-term care facilities. Our seniors use our low-cost housing programs, meals, transportation, adult day services, chore services, and respite programs for care providers in alignment with Alaska's Commission on Aging priority to assist our senior population to "age in place," thus remaining an integrated part of our community.

Project Scope of Work

Please list the steps to be taken to conduct the program, service, project or event. Be sure to address issues such as: beginning and ending date, who will work to conduct the event/project, clean-up team, where is the project going to occur (location).

Funds from the City of Palmer will be used to operate existing programs from 3-01-2020 to the end of our fiscal year 6-30-2020. We provide services year-round from our facility located in beautiful Palmer, Alaska. 45 full-time employees provide quality services to over 2,000 seniors, serving over 96,000 meals annually in our congregate and home-delivered meal programs. Additionally, we provide 55 low-cost housing units; serve 65+ seniors in our adult day services facility; provide over 5,400 hours of chore services for 60+ seniors, and over 39,000 respite hours for unpaid care providers, as well as offering 18,000+ rides/year.

Eligibility

Describe how your program, service, project or event meets the eligibility guidelines.

Palmer Senior Citizens Center dba Mat-Su Senior Services(MSSS) has a primary mission to promote honor, dignity, security, and independence for older Alaskans and to assist them in maintaining meaningful, quality lives. We serve seniors 60+ years old, individuals with Alzheimer's Disease and Related Dementia of any age and other eligible individuals who have the greatest social and/or economic need or are at risk for premature institutionalization. Our organization is a non-profit, certified Medicaid Home and Community-based Waiver provider. We have provided uninterrupted senior services in the Mat-Su Borough since 1980.

Matching Funding Source

Describe source of matching funding. Have alternate sources of funding been explored?

Palmer Senior Citizens Center has both program partners and funding partners who help us do our best work, and we consistently search for new partners. We have several state grants, as well as grants from Mat-Su Health Foundation, Matanuska Electric Assoc, Block Foundation (a new partner), Wells Fargo, and others. It is important to us to find a variety of funding partners who care about our work and our community. We have also begun work on our goal to build partnerships with several new, national partners.

Community Benefit

Please indicate how the results of your program, service, project or event will enhance economic development or generally benefit the City of Palmer. Describe the expected number of participants to be attracted by the event or project. Please explain how your organization will evaluate the community benefit of your event. Examples might include surveys, registrations, sign-in sheets, number of people served, etc.

Our programs help seniors continue to live in their homes in Palmer and the greater Mat-Su Borough, avoiding costly hospital stays and premature admissions into long-term care facilities. We provide food security, adult day services, transportation, respite for family care providers, and more to Palmer's citizens so they can continue to contribute in vital ways to the community's cultural and economic life. Our long-running and reliable program feeds over 2,000 clients annually. The daily delivery also allows our staff to socialize with clients and check on them. Our programs evaluate success through client surveys, meal and transportation logs, and member feedback.

Detailed Budget

Revenue:

Source:	Cash	In-Kind	Total
Fundraising	\$ 240,281	\$	\$
Government contracts	\$ 528,107	\$	\$
State of AK grants	\$ 936,577	\$	\$
Foundations	\$ 493,844	\$	\$
Program fees and other	\$ 577,158	\$	\$
Totals	\$ 2,775,967	\$	\$ 2,775,967

Expenditures:

Item/Service:	Cash	In-Kind	Total
Facilities	\$ 262,841	\$	\$
Fundraising	\$ 8,835	\$	\$
Payroll	\$ 2,086,392	\$	\$
Supplies and travel	\$ 489,409	\$	\$
Equipment & Other	\$ 319,818	\$	\$
Totals	\$ 3,167,295	\$	\$ 3,167,295

Applications may be submitted at any time to the address listed above. Please allow at least six weeks lead time for application review and City Council agenda scheduling.

Applicant signature:

Elm

Date:

1/21/2020

For Office Use Only

Date received by Manager's Office:

City Council agenda date:

Action Memorandum No.:

City Council:

Approved

Denied

Date Manager's Office notified applicant of request outcome:

**City of Palmer
Action Memorandum No. 20-017**

Subject: Approve a Council Community Grant in the Amount of \$2,500.00 to the Organizers of Who Let the Girls Out


Agenda of: February 25, 2020

Council Action: **Approved** **Amended:** _____
 Defeated




Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		2/05/2020
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **2,500.00**

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
X	Creates expenditure in the amount of:	\$ <u>2,500.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

X	Budgeted	Line item(s): <u>01-02-10-6068</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: 

Attachment(s):

- 2020 Grant Application

Summary Statement/Background:

Josh Fryfogle representing a volunteer community group is requesting a \$2,500 grant to help support costs for the 10th Annual Who Let the Girls Out 2020 to be held in Palmer. Grant funds will be used to support marketing and pay for depot usage.

Who Let the Girls Out has received funding from Palmer in 2012 (\$500), 2014 (\$1000), 2016 (\$2,000), 2017 (\$2,000), 2018 (\$1,500), and 2019 (Depot Fee in-kind).

This is a community volunteer group supporting Palmer Businesses. The event is open to the public.

In February 2014, the City Council adopted Ordinance No. 14-043, which established the Council Community Grant program. The Council also approved \$12,000.00 in the Community Council Grants line item for 2020 that would finance approved Council grants.

Legislation #	Organization	Amount	Date Approved
20-004	HPAC 2020 Winter support	3,000	1/14/2020
Total 2020 Grants approved prior:		3,000	

Administration’s Recommendation:

To approve Action Memorandum No. 20-017



City of Palmer • City Manager's Office

231 W. Evergreen Avenue • Palmer, AK 99645

Phone: 907-745-3271 Fax: 907-745-0930

Council Community Grant

The City of Palmer recognizes the valued contributions being provided through the volunteer efforts of community organizations, agencies, and individuals on behalf of its citizens. Community grant funding demonstrates Council's commitment to programs, services, projects and events that are benefits to the community while at the same time recognizing the financial constraints impacting the City's ability to provide funding.

The objectives of the City of Palmer Council Community Grant are:

- to provide modest levels of support and assistance to help foster and develop community programs, services, projects, and events that enhance the greater Palmer community's cultural and economic environment; and
- to treat all organizations fairly and consistently while creating a minimal administrative process.

Applicant eligibility

Preference will be given to organizations and groups that demonstrate Palmer community support and that propose a program, service, project or event (event) having the potential for positive economic and cultural impacts and that show evidence of efficient use of resources, sound business practices/accountability, and describe the organization's or group's knowledge, skills and self-reliance.

An applicant organization must meet the following general criteria in order to be considered for a Council Community grant:

1. Program, service, project or event must primarily benefit the community and residents of Palmer.
2. Program, service, project or even has City wide significance and is expected to bring economic and/or public relations benefit to the City.
3. Grant applicants should be able to demonstrate active fundraising efforts to support the continuation of the program, service, project or event. The City grant should not be considered as the primary source of funding for the organization.
4. Funding requests can be defined as programs, services, projects and events that economically benefit Palmer by supporting, sustaining, promoting, informing, educating, celebrating, preserving and/or providing access to the arts, culture, environment, heritage, recreation and/or health activities.
5. To qualify for funding, the group must demonstrate its commitment to all of the following principles:
 - a. Program, service, project or event is open – accessible – to all members of the community;
 - b. Program, service, project or event must take place within the Palmer city limits or within one mile of the city limits;
 - c. Program, service, project or event is effective in providing an economic benefit to Palmer;
 - d. applicant is accountable through sound management and financial practices;
 - e. Individuals are not eligible.



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Council Community Grant Application

Program, service, project or event title: Who Let The Girls Out 2020
 Date(s) of program, service, project or event: April 24 and 25, 2020

Applicant Information

Name: Josh Fryfogle
 Address: 851 E Westpoint Dr.
 City: Wasilla State: AK Zip: 99654
 Phone: 907-373-2698 Email: joshfryfogle@mac.com

Organization Information

Name of organization/group: Who Let The Girls Out
 Type of organization: Non-profit Volunteer community group Other

Funding Request

Amount of Request: \$ 2,500
 Matching funds provided by applicant: \$ 43,000+ was total in-kind donations from 2018.
We expect to see even more this year.

Project Summary Information

In the space below, provide a concise, on paragraph summary of your proposed program, service, project or event and how it promotes economic development for the City of Palmer.

WLTGO is in it's 10th year, and has proven to be a mainstay in the event calendar of many people in Palmer, and many more from outside of Palmer. Creating a cooperative of local business owners who create special events and happenings at each of their locations, we publish a guide, publicize on multiple mediums, and give attendees the tools that they need to enjoy downtown Palmer as a destination!

Project Scope of Work

Please list the steps to be taken to conduct the program, service, project or event. Be sure to address issues such as: beginning and ending date, who will work to conduct the event/project, clean-up team, where is the project going to occur (location).

We are beginning of the planning stages for this year's event now. The event begins on April 24th & ends 25th, 2020. The business owners who work in tandem to create the event will do their respective parts, and the Make A Scene company will facillitate the coordination of these separate efforts. Our clean up requirements should be limited to the Train Depot itself, since the other events are the responsibility of each individual business that participates.

Eligibility

Describe how your program, service, project or event meets the eligibility guidelines. Our guiding principle is to create an economic windfall during a time of year that is traditionally slow. By creating lots of entertainment, including micro-events at dozens of local businesses, and music on multiple stages, WLTGO engages the community by encouraging economic activity. This being our 10th year, we are confident that we will do better than ever in this regard.

Matching Funding Source

Describe source of matching funding. Have alternate sources of funding been explored? We receive all of our funding from either locally owned, participating businesses, or, from from community organizations or companies that sponsor our efforts. Our request to use Depot could only be heard by the City of Palmer.

Community Benefit

Please indicate how the results of your program, service, project or event will enhance economic development or generally benefit the City of Palmer. Describe the expected number of participants to be attracted by the event or project. Please explain how your organization will evaluate the community benefit of your event. Examples might include surveys, registrations, sign-in sheets, number of people served, etc.

We've seen our numbers fluctuate between 2500 and 3000+ attendees in recent

years, and we expect that it will be similar this year. Our participating businesses

keep record of their sales, and we also distribute our Passport of local businesses

that are on our map, which is printed in the guide that we publish in Make A Scene

Magazine.

Detailed Budget

Revenue:

Source:	Cash	In-Kind	Total
Merchants & Sponsors	\$ 20,100	\$ 43,000+	\$ 63,100
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Totals	\$ 20,100	\$ 43,000	\$ 63,100+

Expenditures:

Item/Service:	Cash	In-Kind	Total
Advertising	\$ 13388.66	\$	\$
Music	\$ 3000.00	\$	\$
Services	\$ 1944.25	\$	\$
Cash Prize	\$ 300.00	\$	\$
	\$	\$	\$
Totals	\$ 18,632.00	\$	\$ 18,632.00

Applications may be submitted at any time to the address listed above. Please allow at least six weeks lead time for application review and City Council agenda scheduling.

Applicant signature: Josh Fryfogle
Date: 1/30/2020

For Office Use Only

Date received by Manager's Office: _____
City Council agenda date: _____
Action Memorandum No.: _____
City Council: Approved Denied
Date Manager's Office notified applicant of request outcome: _____

Nathan E. Wallace
City Manager

City of Palmer
231 W. Evergreen Avenue
Palmer, Alaska 99645-6952
Phone (907) 761-1317
nwallace@palmerak.org
www.cityofpalmer.org

TO: Mayor and City Council
FROM: City Manager, Nathan E. Wallace
DATE: February 25, 2020
SUBJECT: City Manager Resignation

After over four years of service to the Palmer community, it is with both regret and anticipation that I submit my resignation from the position of City Manager. I have accepted a position with the Bureau of Land Management as a Deputy State Director in Wyoming and will begin working in this new capacity in May.


In accordance with Section 3 (C) of my employment agreement with the City, this letter serves as official notice of my voluntary resignation. Unless otherwise modified, my employment with the City will terminate on May 8th, 2020, with April 24th being my last working day.

Managing the City of Palmer has been a great honor and one of the highlights of my professional career. I am proud of what Palmer has accomplished in the past few years and look forward to witnessing the completion of the numerous projects and initiatives currently in the pipeline. I am leaving behind a capable and dedicated staff as well as a healthy municipal economy, I believe I leave the City administration in a position of strength, poised to capitalize on new opportunities as they arise.

The success of any city manager is incumbent upon the trust the elected body places in its chief appointed official. Over the years, the Council has given me significant latitude and flexibility to represent and act on behalf of the City's interests. The City's achievements during my tenure are the product of the Council's direction and support coupled with the professional delivery of projects and services by the entire Palmer Leadership Team and our employees.

Thank you for allowing me this fulfilling opportunity of service, and I stand ready to assist you with the pending leadership transition over the next few months.

Respectfully,


Nathan E. Wallace
City Manager
City of Palmer

Cc: Human Resources



Proposed Hiring Process

Posting Date: 27 Feb

Closing date: 20 Mar

Packet to Council: 24 Mar

Interviewees selected: 31 Mar (Special)

Interviews: 7 Apr (Special)

Announcement posted with:

- Alaska Municipal Managers Association
(Alaska Candidates with experience in gov't)
 - International City/County Management Association
(National candidates with experience in gov't)
 - Alexsys
- (Alaska Candidates with admin/management experience)

Application process:

- Human Resources validates applications
- Council Reviews and selects for interview
(similar to last Clerk Recruitment)
 - Council Interviews

If no qualified/compatible candidate:
Re-open and consider Executive Search

City of Palmer
Human Resources
231 W. Evergreen Avenue • Palmer, AK 99645
Phone: (907) 745-3271 Fax: (907) 761-1332
www.palmerak.org

Job Announcement
City Manager

The City of Palmer, Alaska, seeks a City Manager who is a highly engaged, personable leader possessing solid, proven management skills and experience, with a passion for managing a vibrant and growing municipality. The City of Palmer is located in the Matanuska-Susitna Borough, 40 miles northeast of Anchorage with a population of over 6,400. The City of Palmer has trademarked and incorporated into its city seal, "Alaska at its Best!" embodying the Community's spirit.

The City of Palmer is a unique, home rule municipality with a council-manager form of government. The city manager is responsible for coordinating and implementing all city affairs as designated by law and the Palmer Municipal Code. The city manager implements City policies, as established by the city council, and exercises administrative direction over department directors.

Minimum requirements: Bachelor's Degree in business, public administration or a related field and five years of responsible experience in the supervision or management of a multi-faceted program. Work experience related to the duties of the position may be substituted on a month-to-month basis for the education requirement. Must be qualified to obtain an Alaska driver's license.

The city manager is required by City Charter to live within the Palmer city limits during employment as city manager.

Starting annual salary: \$125,000-\$145,000, including a car allowance, plus a comprehensive benefits package. Starting salary is commensurate with qualifications and experience.

Applicants must complete application forms provided by the City of Palmer. Contact the City of Palmer to request an application packet and full job description either by writing to Kimberly Green, Human Resources, City of Palmer, 645 E. Cope Industrial Way, Palmer, AK 99645, by email kgreen@palmerak.org, or by calling (907) 745-3271.

Completed applications must be received by the Human Resources at the above address by 5 pm., on March 20, 2020.

Norma Alley

From: Hillary Palmer <Hillary.Palmer@matsugov.us>
Sent: Tuesday, February 25, 2020 2:36 PM
To: City Clerk
Subject: Public Comment for tonight please?

Norma,

I'd love to come testify in person but I have a schedule conflict... can you or someone else please read my letter during public comment period of tonight's meeting?

Thank you!

-Hillary

This statement was submitted by Palmer resident Hillary Palmer who could not attend in person tonight but requested her comment be read aloud during the public comment period.

Good evening! My comment is regarding Council member Richard Best's behavior which recently came to light thanks to an article published by the Frontiersman newspaper. In summary, Mr. Best abused his position of power by attempting to leverage his influence over our police department when he requested that PPD officers disturb the peace outside of quiet hours by blaring music in an attempt to serenade his wife.

This action fits the description of using public resources for personal gain. For this, he has **not** apologized to the citizens he serves, **nor** cited a temporary lapse in judgement. On the contrary, Mr. Best seems to find this situation humorous and sees no issue with the misuse of publicly-funded law enforcement resources.

I'd like to congratulate the Palmer Police officers and dispatchers for their professional handling of this inappropriate request and whose time and energy were wasted by the frivolous nonsense brought forth by Mr. Best. Furthermore I request that Mr. Best relinquish his position on City Council as he has demonstrated his comfort with corruption and can no longer be trusted in a position of authority. Thank you to all **other** council members for your professionalism and integrity.

Name: (Please Print)	Item Being Addressed	Mailing Address	Contact Info (Phone and/or E-Mail)
MIKE CAMPFIELD	PALMER ARTS CNCL Reso 20-009	1675 LAZY LN, PALMER	(907) 982-7619
David K Fuller	Councilman Best's Incident	217 S. Cobb St Palmer Ak	907-354-3588
Mike Chmielewski	Smart Communities + Nate Wallace	325 E. Fireweed Ave Palmer	982-7149