CONTRACT AWARD	STATE OF ALASKA HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508	CONTRACT AWARD NUMBER CA1805-13-1

ORDERING DEPARTMENT: HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508 (907) 269-0793 PHONE / (907) 269-0801 FAX	**DATE OF CONTRACT:** MARCH 4, 2013 **DATE INITIAL CONTRACT BEGINS:** MARCH 7, 2013 **DATE INTIAL CONTRACT ENDS:** MARCH 7, 2014
CONTRACTOR: PEAK SIGNALS **ADDRESS:** 8585 OLD DAIRY RD # 200 JUNEAU, ALASKA 99801 **CONTACT NAME:** PAUL MORAN OR STEVE EASON **PHONE NUMBER:** 907-723-5015 OR 907-523-1334 **E-MAIL:** STEVE@PEAKSIGNALS.COM	**NUMBER & PERIOD OF RENEWALS:** (2) TWO (1) ONE YEAR EXTENSIONS **RENEWALS EXPIRE (MO/YR):** MARCH 7, 2016 **ISSUED IN ACCORDANCE WITH BID # SEF-** 1805 **DATED:** JANUARY 10, 2013 **ESTIMATED VALUE OF INITAL TERM:** $100,000.00

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

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

DESCRIPTION

1-YEAR CONTRACT WITH (2) TWO 1 YEAR RENEWAL OPTIONS TO PROVIDE AND INSTALL LIGHTING AND MISCELLANEOUS RELATED UP-FITTING ITEMS ON STATE OF ALASKA PROVIDED VEHICLES IN FAIRBANKS, ALASKA

CONTRACTING OFFICER
DUANE FELTON
PHONE: (907) 269-0788

TABLE OF CONTENTS

SECTION

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

CONTRACTING AUTHORITY NAME & TITLE	SIGNATURE
DUANE FELTON, CONTRACTING OFFICER II	
CONTRACTOR AUTHORITY NAME & TITLE	SIGNATURE

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

1.0 INTENT: This invitation to bid (ITB) is intended to result in the purchase of: Two separate contracts to provide Vehicle Lighting and Accessories in Fairbanks and Juneau. Bidders may bid on one or both lots; provided they have a facility that meets all the requirements established in this ITB, at each designated location.

1.1 Contract Period: (1) one year, with (2) two, 1 year possible extensions

1.2 Quantities: Varies by location (see bid price schedule for details)

1.3 Location of Use: Statewide

1.4 Warranty locations: Lot 1 Fairbanks, AK.

2.0 DELIVERY:

2.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be 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 The vehicle shall be clean and free from defects or in same condition as when delivered for up-fitting, and should be ready for immediate and continued use upon delivery.

2.1.3 All installed components must function and operate as intended by the OEM manufacture.

2.1.4 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.

2.2 **Inspections:**

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

2.2.1.1 repair or replace at contractor's expense, any or all of the damaged goods,

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

2.2.1.3 accept the return of any or all of the damaged goods.

2.2.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the bidder.

2.3 **Acceptance:**

2.3.1 Units will not be considered "Accepted" until all deficiencies have been corrected.

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. The delivery receipt must show the dealer name and location, year, make, model, and license plate number of the vehicle, and list all items installed. One copy of this delivery receipt is to be given to the state-receiving agency. The actual invoice must be submitted to the address as shown on the purchase order.

2.4.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

3.0 F.O.B. POINT:

3.1 The F.O.B. point is as listed in Section IV, Bid Schedule. Ownership of installed components will remain with the contractor until delivery is complete to final destination and accepted by 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 $25.00 per day. 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:** The contractor will honor the parts manufactures warranty for all parts installed under this contract. Contractor shall warrant the installation of all products under this contract for the period equal to the manufactures part warranty.(100% replacement and 100% installation)

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

5.1.2 All warranty work shall be performed at the contractor's location.

5.1.3 If a warranty replacement part from this contract is required on a vehicle that is stationed in a remote location of the State of Alaska, the contractor shall ship the warranty replacement part at no cost to the State to the vehicle location and state personnel will install the warranty part at no cost to the contractor.

5.2 **Authorized Warranty (Contractor/Bidder):**

5.2.1 Contractor (bidder) must be an Authorized Warranty Dealer that has all required licenses, facilities and trained personnel necessary to perform the warranty servicing and repair work.

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

(*) CHARLES ASH 1506 1506 LAURENE ST. FAIRBANKS AK 99409

907-440-4460

Provide contact name and contact information for Warranty Administrator:

(*) PAUL MORAN 907-523-1334

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

5.2.3 The State reserves the right to inspect the contractors and or sub-contractors installation/warranty facility and installation equipment prior to issuing the Notice of Intent to Award a contract.

5.3 **Factory Recall:**

5.3.1 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 as referenced in item 5.0 above. Factory recall notices sent to the state should, in addition to manufactures name and part number, include model, year, and dealer if applicable.

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 State of Alaska owned vehicle or equipment and receiving any item purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities used.

7.0 PUBLICATIONS:

7.1 Owners manuals and or manufactures product information on items installed are to be received by the State at the time of delivery.

7.2 **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 components 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 or components installed on our equipment.

8.0 PRICE:

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

8.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED**.

8.3 Price adjustments, increases or decreases, every 180 days during the contract period may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:

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

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

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

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

8.4 **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.

8.5 **Manufacturer's Rebate (Incentives):**

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

9.0 REPLACEMENT PARTS AND REPAIRS:

9.1 This contract encompasses a full parts and labor contract for aftermarket parts and installation for the entire warranty period.

9.2 The State of Alaska shall expect the contractor to provide warranty replacement parts at their authorized warranty facilities for the entire warranty period within ten (10) days of order.

9.3 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.

1.0 ACCESSORIES: When accessories are supplied, they must be compatible with the vehicles or equipment that they are installed on. The part manufactures written or stated parts application fitment will be written evidence satisfactory to the State that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the State will cause the State to consider the bid non-responsive and reject the bid.

2.0 ADDITIONS OR DELETIONS: The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.

3.0 ALTERATIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The State will not pay for alterations that are not approved in advance and in writing by the contracting officer.

4.0 AMENDMENTS: Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.

5.0 ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

6.0 BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

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

8.0 CERTIFICATION OF COMPLIANCE WITH AMERICAN'S WITH DISABILITIES ACT OF 1990:

8.1 By signature of their bid/proposal the bidder/proposer certifies that they comply with the American's with Disabilities Act of 1990 and the regulations issued there under by the federal government.

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

9.0 COMPLIANCE WITH ALL GOVERNMENT REGULATIONS: The bidder must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the bidder.

10.0 CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

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

Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

12.0 CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

13.0 CONTRACT ADMINISTRATION: The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.

14.0 CONTRACT EXTENSION: Unless otherwise provided in this 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.

15.0 CONTRACT FUNDING: Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

16.0 DEFAULT: In case of bidder default, the State may procure the goods or services from another source and hold the bidder responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible bidders.

17.0 DELIVERY: All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by bidder. Responsibility and liability for loss or damage shall remain with bidder until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and bidder's warranty obligations.

18.0 DISCONTINUED ITEMS: In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

19.0 DISPUTES: Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

20.0 FORCE MAJEURE (Impossibility to perform): Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.

21.0 HUMAN TRAFFICKING:

21.1 By signature on this contract, the offeror certifies that:

21.1.1 the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or

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

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

21.4 This pertains to goods and services above $50,000.00.

22.0 INDEMNIFICATION: The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible,

respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

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

24.0 INSURANCE:

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

24.2 Proof of insurance is required for the following:

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

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

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

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

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

25.1 is achieved through execution of the "Offer and Contract Award" section of the Invitation to Bid.

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

27.0 ORDER DOCUMENTS: Except as specifically allowed under this 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.

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

29.0 PRICE EXTENSION: In case of error in the extension of prices in the bid, the unit prices will govern.

30.0 PRICES: The bidder shall state prices according to the requirements of this ITB. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity or service can be utilized without further cost.

31.0 PRODUCT EQUIVALENT SUBSTITUTION: Bidders may submit bids for substantially equivalent products unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements. In those instances where the ITB specifies "a name brand or State approved equivalent", bidders must request approval of a product equivalent substitution NO LATER THAN 10 days prior to the bid opening date. A written response will be provided by the Contracting Officer.

32.0 PRODUCT IDENTIFICATION: Bidders must clearly identify all products bid. Brand name and model or number must be shown for the prime unit as well as attachments where applicable. The State reserves the right to reject any bid when the product information submitted with the bid is incomplete and/or is not easily ascertainable from the bid documents or through independent verification.

33.0 PROPRIETARY INFORMATION AND STATEMENTS OF CONFIDENTIALITY:

33.1 Except as set forth in this provision, all information in all bids will be made public under AS 36.30.530 not later than the time of issuance of a notice of intent to award.

33.2 If the offeror submits information considered by it to constitute a trade secret or proprietary data, such information may be expressly designated as such, and must be accompanied by the offeror's certification that (1) the information has consistently been maintained by its owner as a trade secret or as proprietary information, (2) the owner of the information has taken due care to protect it from release to non-privileged persons, and (3) to the best knowledge of the offeror, the information has not lost its status as trade secret or proprietary information, whether by lack of diligent protection, release to any non-privileged person or otherwise.

33.3 **Absence of such certification, any claim of confidentiality will be ignored, and the bidder may not hold any reasonable expectation of confidentiality.**

33.4 Any information so certified will be held confidential so long as the contracting officer concurs that it constitutes a trade secret or proprietary data, and deems it not critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid.

33.5 By submission of a bid, the offeror consents to the contracting officer's exercise of reasonable judgment as to concurrence with any assertion of confidentiality, and waives any and all claims for release of information that the contracting officer reasonably deems not confidential notwithstanding a certified assertion of confidentiality.

33.6 A certified assertion of confidentiality in which the contracting officer concurs, with respect to information the contracting officer deems critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid, will cause the bid to be rejected as a non-responsive bid.

34.0 QUANTITIES: The State reserves the right to reduce or increase the quantity of items ordered under any contract resulting from this Invitation to Bid.

35.0 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.

36.0 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.

37.0 STANDARD AND SPECIAL TERMS AND CONDITIONS: The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in an Invitation to Bid or Request for

Proposal which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.

38.0 SUBCONTRACTOR(S): Within five (5) working days of notice, 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. Subcontractors can only be changed per AS 36.30.115 (b).

39.0 SUCCESSORS IN INTEREST: This contract shall be binding upon successors and assigns.

40.0 SUITABLE MATERIALS: All materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.

41.0 TAXES: Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.

42.0 WARRANTY: Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Bidder warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.

SPECIFICATIONS – LOT 1 – Fairbanks, AK

General Specification:

It is the purpose of this specification to describe new, and of the manufacturer's latest current production model and design of aftermarket equipment to be installed in State owned vehicles. Majority of the vehicles will be for the Department of Transportation however, we also serve all other departments such as Fish and Game, Corrections, Natural Resources and Health and Social Services.

It is sometimes necessary for items to be supplied by the state and only need installation. In these cases some items may or may not need additional parts to complete the install such as nuts, bolt and brackets. If additional items are required for install, not listed in this contract, a quote must be provided prior to installation for additional parts.

1.0 Purchase orders that will be issued for contract items will generally be issued to the vendor at the same time the vehicle is ordered from the manufacture. The State of Alaska's light duty contract with the vehicle manufactures requires delivery within 6 months, but most vehicles arrive within 4 months. We require that the vendor have all parts ordered on the purchase order under this contract to be on hand and ready for immediate installation when the vehicle arrives. If there is a delay in parts availability, the State requires the contractor to notify the Contracting Officer of this contract so any amendments pertaining to the required due date can be issued.

2.0 All vehicles will be delivered to the contractor that will be up-fitted in the contract city of Fairbanks or Juneau. Once units are complete vendor shall notify the State the vehicle is ready for pick up or deliver the vehicle back to the state shop in Fairbanks or Juneau. The contractor shall provide a delivery receipt showing work completed on the unit.

3.0 Installation Wiring & Hardware:

3.1 Vendor shall supply all switches, wiring and other hardware that is needed of all components being installed.

3.2 All wiring uses shall be **Arctic Ultraflex Blue**. No substitute will be accepted unless prior approval is received prior to installation.

3.3 All connections of wiring and installation of components shall be done with industry accepted practices or manufactures recommendations.

3.4 All switches installed must be permanently labeled as to what they control; a stamped or engraved name plate is acceptable, Dymo Style adhesive type labels are not acceptable.

4.0 Part Ordering and Installation Turn-Around Time:

4.1 The state requires no holding of purchase orders once issued, Items ordered by the state must be available for immediate installation when the vehicle arrives.

4.2 The vendor acknowledges that there may be a period of time (60 to 180 days) that the parts ordered may sit in the vendor's inventory until the vehicle arrives for installation.

4.3 Clock starts when vehicle is picked up from State Equipment Fleet Shop or delivered to vendor with a State of Alaska issued order form or purchase order.

4.3.1 ¾ Ton Full Size Pickups- Five full business days to setup.

4.3.2 Full Size SUV's-Five full business days to setup.

4.3.3 Full Size Passenger Vans- Five full business days to setup.

4.3.4 Decommissioning vehicles- Five full business days to decommission.

4.3.4.1 Decommissioning may include uninstalling items to reuse in a new vehicle.

4.4 The contractor if unable to supply or perform some aspects of this contract is permitted to use sub-contractors in the performance of this contract.

4.4.1 Contractor will remain the primary contact.
4.4.2 Contractor will be responsible for all payments to the sub-contractor.
4.4.3 The State will have no obligation to the sub-contractor.

4.5 The contractor must specify their installation facilities working days/hours.

(*) 8:00 a.m. – 5:00 p.m. Monday through Friday

4.6 The contractor must specify they have the capability of working on a minimum of two units at any given time.

(*) 1506 Laurene Street Fairbanks AK (4 large bays can accommodate multiple vehicles)

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

Please provide description of property and how vehicles will be secured.

(*) Fenced yard with locking gate, can store up to 10 vehicles outside.

4.8 If a sub-contractor will be used in fulfilling any portion of this contract, please provide sub contactors name and what part or parts they will perform of this contract.

(*) No subcontractors

5.0 Pricing for Models not shown on Bid Schedule:

5.1 The models listed on the bid schedule represent the bulk of what the state will require setup services for; however, the State vehicle fleet has many other makes and models, which occasionally require setup parts and services.

5.2 The Vendor agrees to provide parts and services for other models at the same pricing level as those listed on the bid schedule; for example, if the price for a set of running boards listed on the schedule is equal to vendor cost plus 20%, the price of the same model set of running boards for a vehicle not listed will also be vendor cost plus 20%.

5.3 The state agrees to pay freight costs associated with purchasing items not listed on the contract price schedule.

5.4 The State will have the option to modify the list of parts at the time of contract renewal, to adjust for newer models and changing requirements.

6.0 PRODUCT EQUIVALENT SUBSTITUTION: Bidders may submit bids for substantially equivalent products unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements. In those instances where the ITB specifies "a name brand or State approved equivalent", bidders must request approval of a product equivalent substitution **NO LATER THAN 10 days prior to the bid opening date**. A written response will be provided by the Contracting Officer.

7.0 MINIMUM SPECIFICATIONS: The following items are minimum specifications for items listed on the price schedules that are not manufacture specific. Items that are listed with a manufacture and part number will be the only acceptable items. Specification item numbers correspond to the price schedule item numbers.

7.1 Light Bar: Roof Mounted 12V, 50" (inch) in length, clear outer lens, replaceable LED modules. Whelen CE8 mdl part # CENTAK DOT

7.1.1 Color Configuration: Light bars ordered under this may be ordered with different colors which would include AMBER/BLUE Configuration, or AMBER/AMBER Configuration.

7.1.2 Front Facing Configuration: minimum 3 LED lights per module, minimum of (4) modules plus (2) 35watt or LED minimum front work light modules side by side, installed in the center of the front row.

7.1.3 Rear Facing Configuration: Minimum 3 LED lights per module, minimum (4) modules plus (2) 35 watt or LED minimum rear facing work light modules, side by side installed in the center of the rear row

7.1.4 Side Configuration: (2) Corner modules, minimum 4 LED lights per module, minimum (2) modules plus (2) 35 watt or LED minimum side alley light modules, (1) on each end center mount.

7.1.5 Wired to individual controlled switch of front lights, alley lights, rear lights (to be determined)

7.2 Mini Light Bar: 15" to 20" (inch) in length, 12V LED reflective, Amber, Amber outer lens, permanent mount, wired to dash mounted switch, programmable flash patterns, 360 degree continues light output. Similar to Whelen # MC16PA

7.3 Corner Strobe Package: (4) strobe light waterproof 12V system, (1) each clear flashing strobe installed inside each corner signal housing (front and rear lighting assemblies), wired to control box. Similar to Whelen VTC3C

7.4 Lightforce #E170 Driving Lights installed as a pair with Lightforce wiring harness, installed and wired to high beam headlight switch (where compatible to vehicle) and dash mounted on/off switch per manufactures instructions.

7.5 Golight #2020, or 2021 12V Roof mounted spotlight.

7.6 Randy Ellis Design Front mount light bar: Installed per manufactures instructions.

7.7 Running Boards (cab length) to fit standard cab pickup, Commercial or Heavy Duty grade diamond plate tread, front rock guards, end caps, heavy duty bolt on mounting brackets. Typical manufactures Deezee, Deflect a Shield, and Owens Products.

7.8 Running Boards (cab length) to fit extended cab pickup, Commercial or Heavy Duty grade diamond plate tread, front rock guards, end caps, heavy duty bolt on mounting brackets. Typical manufactures Deezee, Deflect a Shield, and Owens Products.

7.9 Running Boards (cab length) to fit crew cab pickup, Commercial or Heavy Duty grade diamond plate tread, front rock guards, end caps, heavy duty bolt on mounting brackets. Typical manufactures Deezee, Deflect a Shield, and Owens Products.

7.10 Buyers Product # B1237PPBB: Mud Flaps and installation.

7.11 Spray In bed liner for long bed pickups, black in color, roll on style is not acceptable, must be applied with professional spray equipment and have complete coverage of floor, interior walls, and up to and over the top of the bed rail.

7.12 Spray in bed liner for short bed pickups, black in color, roll on style is not acceptable, must be applied with professional spray equipment and have complete coverage of floor, interior walls, and up to and over the top of the bed rail.

7.13 Back Up Alarm: 12V self-adjusting, minimum sound level 85db to 112bd rated, installed in accordance with manufactures recommended mounting location and installation directions.

7.14 Across bed tool box with ½ size sliding tool tray, dual lid open (gull wing style), lockable, smooth metal or aluminum construction, painted white, standard depth.

7.15 Across bed tool box with ½ size sliding tool tray, single lid open style, lockable, smooth metal or aluminum construction, painted white, standard depth.

7.16 Across bed tool box with ½ size sliding tool tray, dual lid open (gull wing style), lockable, polished aluminum diamond tread construction, standard depth.

7.17 Across bed tool box with ½ size sliding tool tray, single lid open style, lockable, polished aluminum diamond tread construction, standard depth.

7.18 Headache Rack: Cab height, Aluminum construction, mesh style, bolt in and or stake pocket installation, to fit full size Ford, Chevrolet, or Dodge pick-ups. Typical manufactures, Protech, DeeZee, or similar.

7.19 Winter Front Grill Cover: Black color, insulated quilted style vinyl, adjustable air flow or center zip design, snap on installation, to include a summer bug screen, cover designed to fit vehicle that it is being installed on.

7.20 Winter Pan Heater Package: To include (1)120V AC adhesive backed pad style heater 250 watt minimum affixed to the oil pan, and (1) 120V AC adhesive backed pad style heater 250 watt minimum affixed to the automatic transmission pan or manual transmission case, pad heater cords to be plugged into a 3 to 1

125V 20 amp molded W cord set. All cords shall be secured and banded together and secured under hood and routed so as not to interfere or come into contact with any components of the steering, shift linkages, or exhaust system. The single male plug end shall be routed through the grill or under the grill to be easily accessible to plug into a power cord. Woodhead Super Safeway Molded Cordset Item # 1433-W or Napa Auto Parts Blue Arctic W cord set or similar

7.21 1 Way Auto Start systems: Remote start with (1) transmitter fob, range of 1000 feet minimum, compatible with automatic or manual transmission, programmable to work with keyless entry, compatible with OEM standard key or coded key ignitions.

7.22 2 Way Auto Start systems: Remote start with (1) transmitter fob, range of 1000 feet minimum, compatible with automatic or manual transmission, programmable to work with keyless entry, compatible with OEM standard key or coded key ignitions.

7.23 Blue Tooth Hands Free System: System must automatically recognize and connect to operator's phone once vehicle is started. Must be compatible for installation with OEM manufactures stereo systems, automatic stereo mute when incoming call is received, hear conversations through car speakers, voice command dialing, LCD display screen, system compatible for most Bluetooth enable android phones, and I phones. Typical manufacture, Parrot CK3100 LCD series or similar

7.24 External/Internal Vehicle Digital Thermometer: 12 volt, LED or LCD display, display inner and external temperatures, display or sound warning of frost or ice, Dash mounted or driver's side windshield post mounted, viewable from the driver's seat, wired direct to vehicle, plug in power supply is not acceptable.

7.25 Up-Fitter Switches: Aftermarket switch set, 4 individual rocker style switches, dash or console mounted and installed in accordance with the manufactures recommendations.

7.26 Floor Mount Center Console: To be used for mounting radios, and additional lighting switches, Large size slopped console with optional arm rest and faceplates, to fit in a 14" TO 15" mounting space, floor mount angled design, to include the floor mounting plate. Must fit full size pickups, vans, and SUV's with bucket seat configuration, Similar manufactures and style would be JOTTO DESK Model # 425-6012 or Troy Products Console Model # CC-C06

7.27 Partition Screen for Passenger Cars: Style to be Half Slider with poly/safety wire window, floor to roof, and full side to side fitment, bolt in design, similar manufacture Setina, Patriot Products, Troy Products or others.

7.28 Partition Screen for SUV and Vans: Style to be Half Slider all poly window, floor to roof, and full side to side fitment, bolt in design, similar manufacture Setina, Patriot Products, Troy Products or others.

7.29 SUV Cargo Screen Partition: Metal wire or ridged mesh design, floor to roof, and full width side to side, to be mounted behind rear seat of SUV's, Pet style partitions, or fabric/nylon style cargo nets are not acceptable,

7.30 Shop Labor rate for miscellaneous installs of non-contract items.

PRICE SCHEDULE
LOT 1 FAIRBANKS, ALAKSA

DELIVERY TIME: Refer to Section III Item 4.3 for time allotted for installation of items.

FOB POINT: **State Equipment Fleet Shops Fairbanks 2301 Pegger Rd. Fairbanks, AK 99709 (907) 451-2319**

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: Copies of all product manufactures installed items to be given to the receiving shop, when up-fitting has been completed.

Purchase orders that will be issued for contract items will generally be issued to the vendor at the same time the vehicle is ordered from the manufacture, under our light duty contract with the vehicle manufactures we require delivery within 6 months, but most vehicles arrive within 4 months. We require that all up-fitting items that are ordered be available and on hand at the vendors location when the vehicle arrives.

VEHICLES THAT MAY BE UP-FITTED, WOULD MOST LIKELY BE THE FOLLOWING CURRENT MODEL YEAR:

Ford Taurus or Chevrolet Malibu and Impala
Ford ½ Ton Trucks (gas engines)
Ford Super Duty Trucks F250-F550 (gas and diesel engines)
Ford Expeditions
Ford Explorers
Ford Escape
Chevrolet ½, ¾, 1 Ton Trucks (gas and diesel engines)
Chevrolet Express Full Size Vans

ESTIMATED VOLUME OF YEARLY UP-FITS BY LOCATION

FAIRBANKS 35 to 40 vehicles per year (estimated only, majority will be trucks)
(The heaviest volume of vehicle arriving for up-fitting will be during the months of April through October)

Required Delivery: Maximum 5 after receipt of vehicle

Offered Delivered Time: 5 Days ARO.

To assist the users of this contract in looking at additional product information refer to the manufactures links below.

Whelen Lightbars:

Whelen Mini Lightbars:

LightForce: Golight

Randy Ellis Design

Owens Products

Deezee

Deflecta Shield

BuyersProducts

PROTECH

Setina

Patriot Products

Troy Products

Joto Desk

Woodhead

Parrot Hands Free System

LOT 1 FAIRBANKS VENDOR'S NAME: PEAK SIGNALS – 907-440-4460

DELIVERY/PICKUP LOCATION: State Equipment Fleet Shops Fairbanks 2301 Pegger Rd. Fairbanks, AK 99709
PHONE: LIGHT DUTY SHOP (907) 451-2319 OFFICE; (907) 451-5252

ITEM	MANUFACTURER	PART #	DESCRIPTION	COST
7.1	Whelen	CENTAKDOT	LIGHT BAR LED AMBER /BLUE OR AMBER/AMBER W/ SIDE ALLEY LIGHTS AND REAR WORK LIGHTS	$995.00
7.2	Whelen	MC16PA	LIGHT BAR LED AMBER MINI LIGHT BAR WITH INSTALLATION KIT PERMANENT MOUNT	$355.00
7.3	Whelen	VTC3C	LED CORNER STROBES FRONT AND REAR INSTALLED (CLEAR COLOR)	$495.00
7.4	LIGHTFORCE	170 STRIKER E170	1 PAIR 6.8" DRIVING LIGHTS INSTALLED WITH LIGHTFORCE WIRING HARNESS #LFDLH12V (BUMPER OR LIGHT BAR MOUNTED)	$495.00
7.5	GOLIGHT	2020 WHITE 2021 BLACK	12V ROOF MOUNTED SPOT LIGHT WITH DASH MOUNT REMOTE	$270.00
7.6	RANDY ELLIS DESIGN	24051 FORD 38501 CHEV	RANDY ELLIS STYLE FRONT BUMPER LIGHT BAR (2 LIGHTS)	$400.00
7.7	DEE ZEE	HD GRADE	POLISHED ALUMINUM TREAD PLATE RUNNING BOARD WITH STONE GUARD AND END CAPS (STANDARD CAB LENGTH BOLT ON)	$525.00
7.8	DEE ZEE	HD GRADE	POLISHED ALUMINUM TREAD PLATE RUNNING BOARD WITH STONE GUARD AND END CAPS (EXTENDED CAB LENGTH BOLT ON)	$530.00
7.9	DEE ZEE	HD GRADE	POLISHED ALUMINUM TREAD PLATE RUNNING BOARD WITH STONE GUARD AND END CAPS (CREW CAB LENGTH BOLT ON)	$550.00
7.10	BUYERS PRODUCT	B1237PPB	MUD FLAPS (HEAVY DUTY BLACK POLY 1/8" THICK) guitar style 12"wX37"h MUST WITHSTAND SUB ZERO TEMPERATURES	$135.00
7.11	POLY SHIELD	LONG BED	SPRAY IN BED LINER BLACK COLOR FULL INTERIOR BED AND GATE COVERAGE (LONG BED)	$475.00
7.12	POLY SHIELD	SHORT BED	SPRAY IN BED LINER BLACK COLOR FULL INTERIOR BED AND GATE COVERAGE (SHORT BED)	$450.00
7.13	PRECO	1040	12V BACK UP ALARM SELF ADJUSTING min 85dB to 112dB rated	$115.00
7.14	DEE ZEE	83705	ACROSS BED TOOL BOX W/ TOOL TRAY(LOCKABLE DUAL LID OPEN STYLE) SMOOTH PAINTED STANDARD DEPTH	$490.00
7.15	DEE ZEE	81705	ACROSS BED TOOL BOX W/ TOOL TRAY (LOCKABLE SINGLE LID OPEN STYLE) SMOOTH PAINTED STANDARD DEPTH	$470.00
7.16	DEE ZEE	8370	ACROSS BED TOOL BOX W/ TOOL TRAY(LOCKABLE DUAL LID OPEN STYLE)DIAMOND PLATE STANDARD DEPTH	$465.00
7.17	DEE ZEE	8170	ACROSS BED TOOL BOX W/ TOOL TRAY (LOCKABLE SINGLE LID OPEN STYLE) DIAMOND PLATE STANDARD DEPTH	$455.00
7.18	HIGHWAY	4030	CAB HEIGHT HEADACHE RACK MESH STYLE (ALUMINUM) TO FIT FORD, CHEVROLET OR DODGE FULL SIZE TRUCK	$475.00
7.19	Alaska Tent and Tarp	Custom	WINTER GRILL COVER (SNAP ON STYLE) COLOR: BLACK	$175.00
7.20	KATZ/NAPA		WINTER HEATER PACKAGE TO INCLUDE (1) 120V AC ADHESIVE BACKED PAD STYLE OIL PAN HEATER 250 WATT MINIMUM, (1) 120V AC ADHESIVE BACKED PAD STYLE AUTOMATIC TRANSMISSION PAN HEATER 250 WATT MINIMUM, PLUGGED INTO A 3 TO 1 125V MOLDED W CORD SET	$150.00
7.21	VIPER	4103	1 WAY AUTO START SYSTEM	$260.00
7.22	VIPER	4202	2 WAY AUTO START SYSTEM	$380.00
7.23	PARROT	CK3100	BLUE TOOTH HANDS FREE SYSTEM	$270.00
7.24	TELTEK	255	OUTDOOR DIGITAL THERMOMETER (INTERIOR MOUNTED)	$165.00
7.25	POLLAK	34-305P	UP-FITTER SWITCHES HEAVY DUTY DASH MOUNTED(BANK OF 4)	$145.00
7.26	TROY	CC-14	FLOOR MOUNT CENTER SEAT CONSOLE W/ ARM REST AND WRITING SURFACE	$375.00
7.27	PATRIOT	475-0290	PARTITION SCREEN PASSENGER MID SIZE CAR	$925.00
7.28	SETINA or COMPARABLE	10VS	PARTITION SCREEN EXPEDITION, EXPLORER, ESCAPE SUV, Vans	$690.00
7.29	SETINA or COMPARABLE	12VS	SUV CARGO SCREEN PARTITION	$550.00
7.30	FAIRBANKS SHOP		SHOP LABOR RATE FOR MISCELLANEOUS INSTALLS PER HOUR	65.00

PRICE LIST EFFECTIVE March 29, 2013