

Agenda

Basehor City Council
Work Session
October 1, 2012, 7:00 p.m.
Basehor City Hall



1. City Administrator Search Discussion
2. Sewer Connection Fees Discussion
3. Replacement of Police Department Vehicle Discussion
4. Employee Performance Evaluation Development Plan Discussion
5. 142nd Street Resurfacing Agreement – Resolution 2012-19
6. Street Repair Discussion

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 2

Topic: Commercial Sewer Connection Fees

Action Requested: Consider amending Ordinance 582 to incorporate fees for commercial, industrial business and multi-unit structures (more than four units)

Narrative: The Governing body directed staff to research alternative sewer connection fee options for commercial, industrial businesses and multi-unit structures. Staff is recommending an option that we believe is the best way to address businesses of these types that may consider Basehor for future development. (See attached memo)

Presented by: Gene Myracle, Jr.

Administration Recommendation: Consider options for alternative sewer connection fees for commercial, industrial businesses and multi-unit structures.

Committee Recommendation:

Attachments: Recommendation memo

Projector needed for this item?

No

MEMO

Date: October 1, 2012

To: Mayor Breuer, City Council Members
Lloyd Martley, Interim City Administrator

From: Gene Myracle Jr., City Superintendent

RE: Sewer Impact Fee's

Discussions regarding the existing connection fee's as stated in Ordinance NO. 582 between Mayor Breuer and Council Members have led staff to inquire with the surrounding municipalities on how fees are collected on a new sewer tap.

As information was gathered from the surrounding communities, it was very easy to determine that each community created their own policies to follow. The policies ranged from lot size in square footage, size of pipe for the connection, size of water meter to be installed, as well as just a simple single tap fee with no restrictions on how many units or size of structure.

Options reviewed by staff showing a possible new Sewer Impact Fee structure follows:

Option #1. Single fee determined by city council for each new tap connection to the sewer main. This change would allow multiple units with only having one fee.

Example: Single family, Multi family, Apartments, Motel/Hotel, or any structure with under slab plumbing with one connection pays only one fee. Duplex or triplex structures would not qualify due to individual plumbing requirements by code.

Option #2. Structure the fee schedule off the size of water tap required for the new structure. Since Basehor has no water distribution system rates may be difficult to calculate year to year.

Example: 3/4" water tap	=	\$3,450
1" water tap	=	\$6,900
2" water tap	=	\$13,800

Option #3. Fee schedule based off of sewer pipe size from new structure to existing sewer gravity main. Separate residential and commercial by fee collected due to amount of capacity utilized for new users.

Example: 4" Sewer tap residential \$3,450
4" Sewer tap commercial \$6,900
6" Sewer tap \$10,350
8" Sewer tap \$20,700

Option #4. Estimate average water usage proposed by commercial party per month and divide by average allowed city ordinance at time of connection. Take total from equation and times by current City of Basehor connection fee for single/multi family.

Example: $\frac{\text{Average water usage per month } 38,500 \text{ gallons}}{\text{Monthly city allowance } 6,350 \text{ gallons}} = \text{Equals } = 6.06$

6.06 equivalent flow for residential units X current residential rate \$3,450 = \$20,907 fee.

Option #5. Estimate average water usage proposed by commercial party per month and divide by national average of residential usage per person per day then times by current city connection fee for single/multi family residence.

Example: $\frac{\text{Average water usage per month } 38,500 \text{ gallons}}{100\text{gpd} \times 3.5 \text{ people/house} \times 30 \text{ days} = 10,500\text{gpmth}} = \text{Equals } = 3.66$

3.66 equivalent flow for residential units X current residential rate \$3,450 = \$12,627 fee.

Option #6. Estimate the square footage of the lot size from the plot plan and times it by a square footage flat fee schedule. This fee would be straight across the board with no variance for residential, commercial, or industrial connections. Calculations based off current rates as well as average lot sizes has determined the percentage used in the example. This is similar to the current excise tax fee collected at time of permit.

Example: Square footage of lot size X square footage fee schedule

11,500 Sq. Ft. lot X \$0.30 per Sq. Ft. = 3,450 fee

Summary:

After reviewing the numerous options available for connection fee rates option #6 formulas would be my recommendation based off of existing rates in the City of Basehor.

With the average lot sizes in the city ranging from 10,000 Sq. Ft. to 13,000 Sq. Ft. the fee structure would not change the residential single/multi family calculation drastically and would allow staff to address the multi unit structures that are currently looking in Basehor or for possible future development.

City of Basehor
Agenda Item Cover Sheet

Agenda Item No. 3

Topic: Replacement of Chief's vehicle

Action Requested: Approve the purchase of a 2013 Ford PI vehicle from Shawnee Mission Ford

Narrative: Chief's vehicle is a 1999 Crown Victoria with over 121,000 miles. It has several maintenance issues that repairing would exceed the value of the vehicle.

Presented by: Lloyd Martley, Chief of Police

Administration Recommendation: Approve purchase of new Ford PI

Committee Recommendation:

Attachments: Memo, Ford PI brochure, State Contract, vehicle pricing.

Projector needed for this item?

No

MEMO

Date: October 1, 2012

To: Mayor/Governing Body

From: Lloyd Martley, Chief of Police

Ref: Replacement of Chief's vehicle

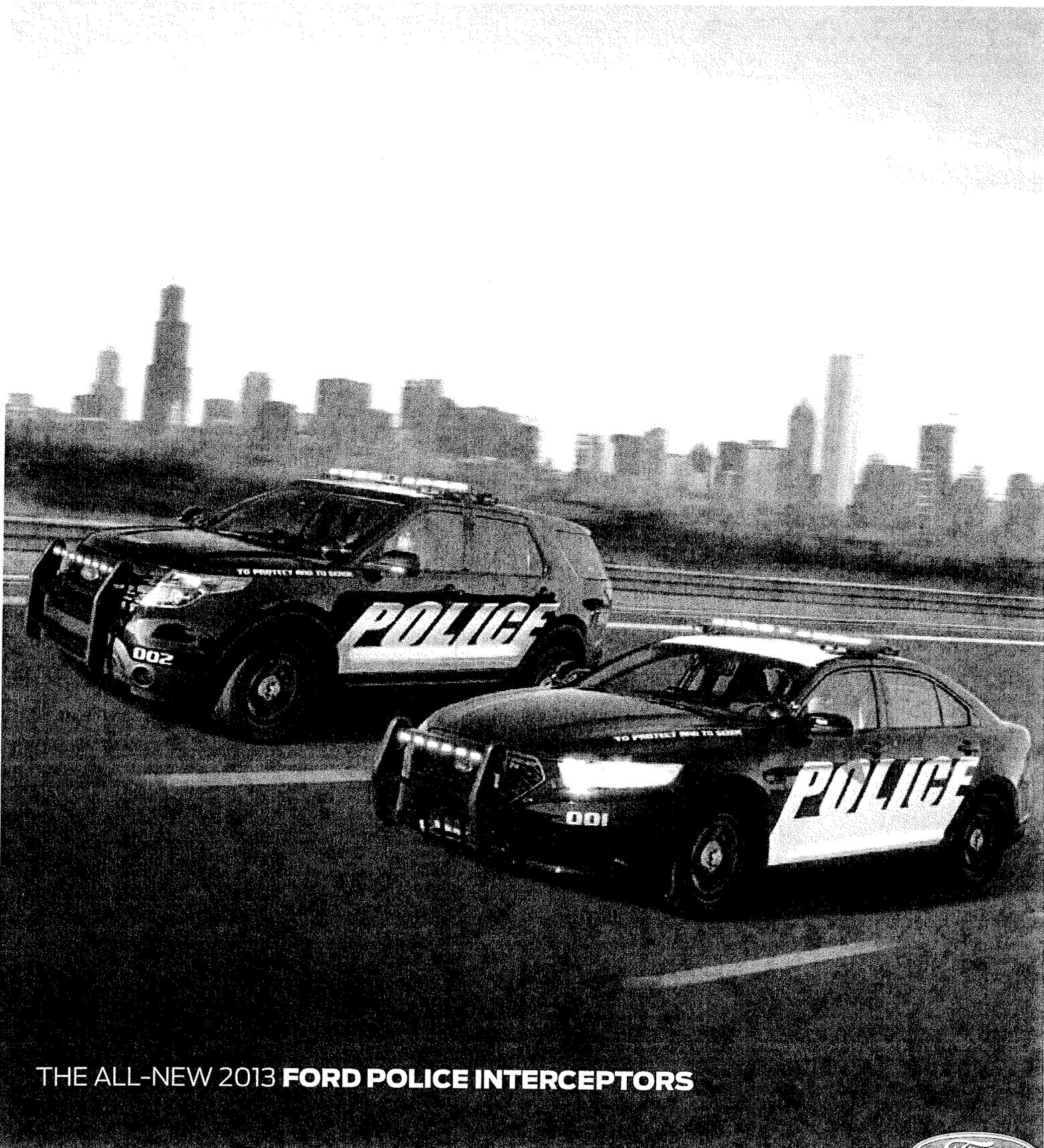
For 2013 the Council approved for the replacement of two vehicles. After careful evaluation of several police vehicles available since the elimination of the Crown Victoria's, I have decided to go with the Ford Sedan Police Interceptor vehicle. It is basically a Ford Taurus shell with the rest of the vehicle being completely designed for police use. Features include stronger suspensions, higher rated impact standards, all wheel drive, heavy duty amps and many other features. (see attached brochure)

The Kansas Department of Administration – Division of Purchases awarded the state contract to Shawnee Mission Ford, Inc. (see attached contract award). I recently spoke with Jay Cooper (point of contact for fleet sales) and was advised that he currently has three Ford PI vehicles available. Attached are the pricing sheets along with options on the vehicles. I have asked Mr. Cooper to put a hold on two of the vehicles to be purchased at the beginning of 2013.

My current vehicle is a 1999 Ford Crown Victoria with over 121,000 miles on it that we purchased used from Eudora after they took it out of service. I have been driving this vehicle for over four years. The vehicle has some major issues that I have been told by our mechanic is only a matter of time before it totally quits running. The engine burns oil and cannot be left idling or it could catch on fire. The windshield wipers won't consistently work, the transmission is going out, the trunk leaks, the windows will go up and down very slowly and sometimes needs manual assistance, the windshield has a huge gap at the frame which leaks water when it rains, etc. Based on the current condition of my vehicle I am asking council to consider letting me purchase the third vehicle from Shawnee Ford this year. My vehicle is schedule to be replaced in 2014 which will make it 15 years old if it last that long.

Per the state contract agreement the base price of the vehicle is 23,142.00, with options added in the price of the vehicle would be 24,024.00. Shawnee Ford would also give me some sort of a trade in on my old vehicle. It wouldn't be much and I would be able to provide a better number if the new purchase is approved. I would ask the council to approve the purchase not to exceed 30,000. This is based on the fact that I would need to add some emergency lighting and other equipment to make the vehicle police useful. We currently have over 300,000 in our equipment reserve account and there is over 72,000 budgeted for this year which we have not used. So, purchasing this vehicle would cause no impact to the current budget.

POLICE AND SPECIAL SERVICE VEHICLES



THE ALL-NEW 2013 **FORD POLICE INTERCEPTORS**



FLEET

You're sworn to serve. They're built to serve – *you*.



TWO ALL-NEW POLICE INTERCEPTORS = ONE FAMILY WITH A GREAT DEAL IN COMMON. The Police Interceptor® Sedan and Utility hail from the same platform. They share a host of safety, performance, durability, transport and mobile-office components, leading to many service, maintenance and upfit-friendly commonalities – all of which help to **consolidate bottom-line savings**. Both Interceptors come with an **identical bumper-to-bumper limited warranty¹** that covers every shared element, including: all-wheel drive, V6 engine with 6-speed transmission, police-tuned suspension, high-performance brakes, high-volume cooling system, 220-amp alternator, heavy-duty battery, 18" 5-spoke steel wheels and unique tires. With **more than 3,400 Ford dealerships across North America**, there's no lack of family support.

SEDAN AND UTILITY MODELS: PURPOSE-BUILT IN THE USA² SPECIFICALLY FOR POLICE DUTY. Ford Police Interceptors are the genuine articles. Based on CVPI (Crown Victoria Police Interceptor) real-world experience, they're the first-and-only pursuit-rated, all-wheel-drive models produced exclusively for North American law enforcement agencies. *Engineered in Michigan. Powered in Ohio. Assembled in Illinois.*

¹See your dealer for warranty details. ²Assembled in the USA with domestic and foreign parts.



OFFICIALLY VALIDATED AS PURSUIT-RATED. In separate testing by the Michigan State Police and Los Angeles County Sheriff's Department, the Ford Police Interceptor Sedan and Utility passed with flying colors in terms of acceleration, braking, handling and pursuit.

Always on guard: Officer protection is priority one.

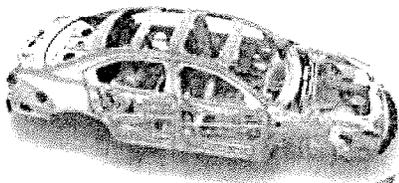
75-MPH REAR-END CRASH-TESTED – AND PASSED.

Ford Police Interceptors continue this extreme got-your-back tradition: They're **the only vehicles certified to the 75-mph rear-impact standard.**

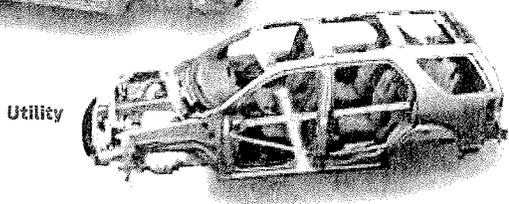
FRONT DOOR PANELS GO BALLISTIC! Manufactured by BLS Textiles, each panel is certified to full NIJ Level III specifications² – National Institute of Justice Standard 0108.01. Per LAPD (Los Angeles Police Department) requirements, they're also **designed to withstand special-threat rounds²** – 7.62x39 mm mild steel core type 56, plus 5.56x45 mm M193 and M855. Ballistic panels are available for the driver and passenger doors.

A SENSE OF SECURITY SHOULD HANDCUFFS FAIL. Steel intrusion plates are built into the front seat backs. And **rear door-lock plungers¹ are hidden** – each one is manually operable only by the officers in front.

VIRTUAL FORCE FIELD OF ASSURANCE. Safety cell construction works to help direct the force of a collision around the occupant compartment. Crumple zones help absorb and dissipate the energy of a crash. A hydroformed cross-vehicle beam runs between the door frames, solidifying each body side. Advanced ultra-high-strength steels, including boron steel, lend mightily to protection. And just in case, the sophisticated Personal Safety System,TM innovative Safety Canopy[®] System, and front-seat side airbags³ are at the ready.

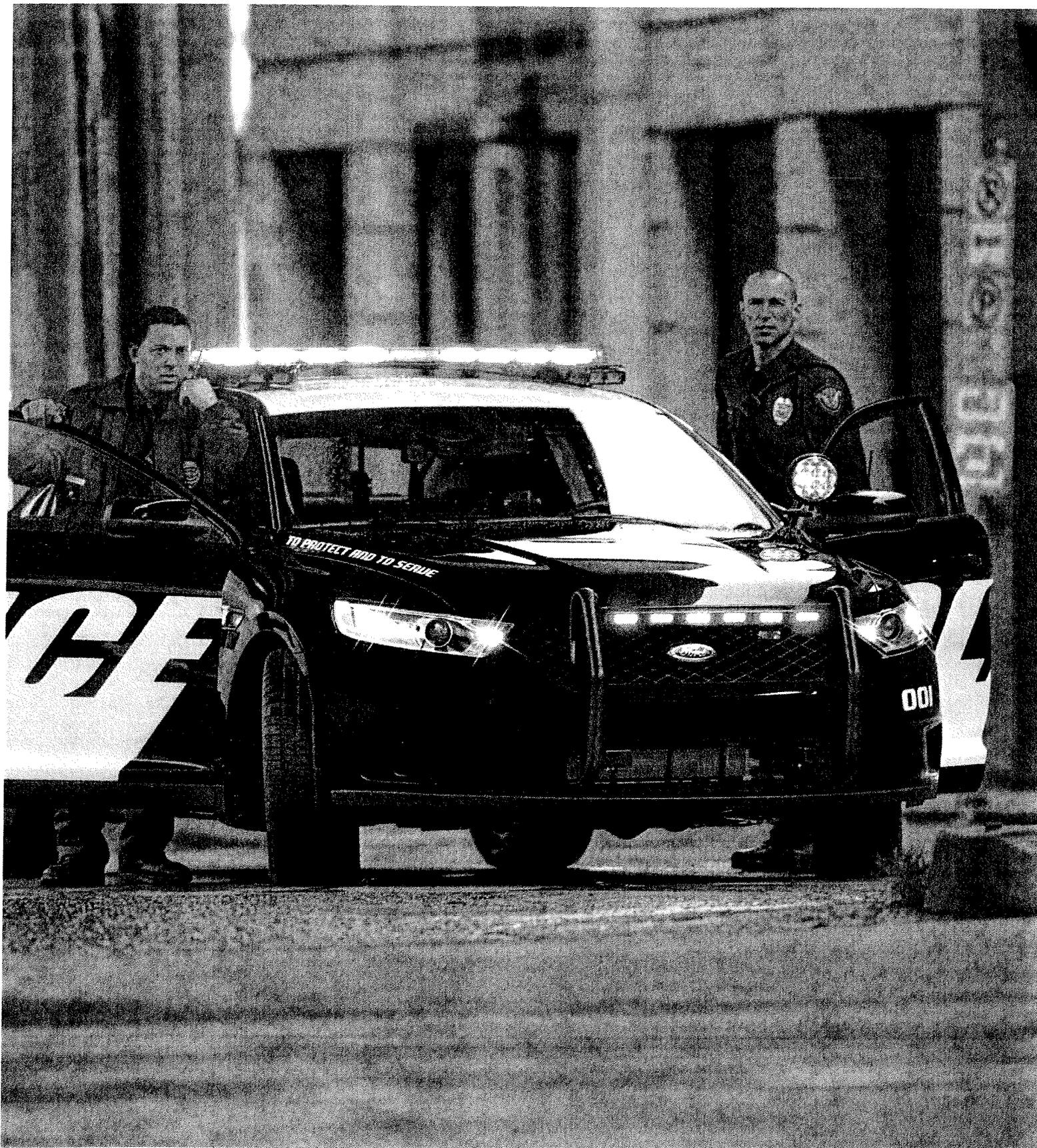


Sedan



Utility





Beyond all-wheel drive, this is All-Wheel Pursuit.
(Great for chasing bad guys on bad roads.)



*Remember that even advanced technology cannot overcome the laws of physics. It's always possible to lose control of a vehicle due to inappropriate driver input for the conditions. Visit fleet.ford.com for more information on AdvanceTrac with or without RSC[®] (Roll Stability Control™).

THE CONFIDENCE OF ALL-SEASON, ALL-WEATHER HANDLING – ALL THE TIME. From the only manufacturer with over 60 years of continuous service on the nation's first-responder force comes a **Police Interceptor® standard: Intelligent AWD designed and calibrated to complement pursuit driving.** To place more control directly in the officer's grip, this self-activating system preemptively distributes torque among all 4 wheels before wheelslip occurs. AWD helps improve traction in inclement conditions or on loose dirt and gravel, plus it's **equally impressive off the line or in the turns on completely dry roads.** It was co-developed with EVOG (Emergency Vehicle Operator Course) instructors for utmost responsiveness and performance in challenging situations.

ADVANCETRAC® STABILITY. Monitoring Interceptor cornering behavior – through steering angle, lateral acceleration and an arsenal of yaw sensors – AdvanceTrac automatically makes braking and throttle adjustments to help maintain control. It utilizes the Anti-Lock Brake System (ABS) and traction control whenever wheelslip, understeer, oversteer or roll motion is detected.



AWD and a high-powered output
optimize closing speed for rapid
takedowns. *Justice is swift, indeed.*



POLICE-CALIBRATED PERFORMANCE. When circumstances call for aggressive action, count on Ford Police Interceptors to nab lawbreakers. A threesome of available V6 powerplants each **pump out greater power than the 250-hp 4.6L V8 in the CVPI.** The **torque-happy, twin-turbocharged, direct-injection EcoBoost® V6¹** – exclusive to the Sedan – generates **365 hp** and, at max torque, delivers an immediate 350 lb.-ft. of force. A **288-hp 3.5L flex-fuel² V6** is standard on Sedan. Output for the 3.7L flex-fuel V6 on the Utility model is **304 horses.** All that new-tech muscle is flexed **efficiently**, allowing municipalities to better meet both financial and environmental goals.

ALL SYSTEMS GO. Shift points for the **6-speed transmission** are programmed specifically to maximize acceleration. **Electric power-assisted steering (EPAS)** helps ensure light turning effort at low speeds. And suspension components are tuned for deft cornering and maneuverability at any speed.

5-YEAR/100,000-MILE FORD POWERTRAIN COVERAGE³ – FEATURING REPLACEMENT OF NORMAL “WEAR AND TEAR” POWERTRAIN COMPONENTS THAT REQUIRE PERIODIC ATTENTION – IS STANDARD ON 2013 POLICE INTERCEPTORS. This guaranteed assurance is further proof of the faith held in the dependability of every single Interceptor. It’s the ultimate in component coverage, backed by the strength and stability of Ford Motor Company, honored at all Ford Dealerships, and fixed with Genuine Ford Parts by factory-trained and certified technicians.

¹Available. ²Flex fuel is not available in states with California emissions standards: CA, CT, MA, MD, ME, NJ, NY, OR, PA, RI, VT and WA. ³Whichever comes first. The 5-year/100,000-mile powertrain coverage is an Extended Service Plan – with zero deductibles – that’s standard on all Police Interceptors. See your dealer for full details. ⁴Electronically limited in police powertrain calibrations.



Purpose-built wheels, tires and brakes.

Because there will be bumps in the line of duty.

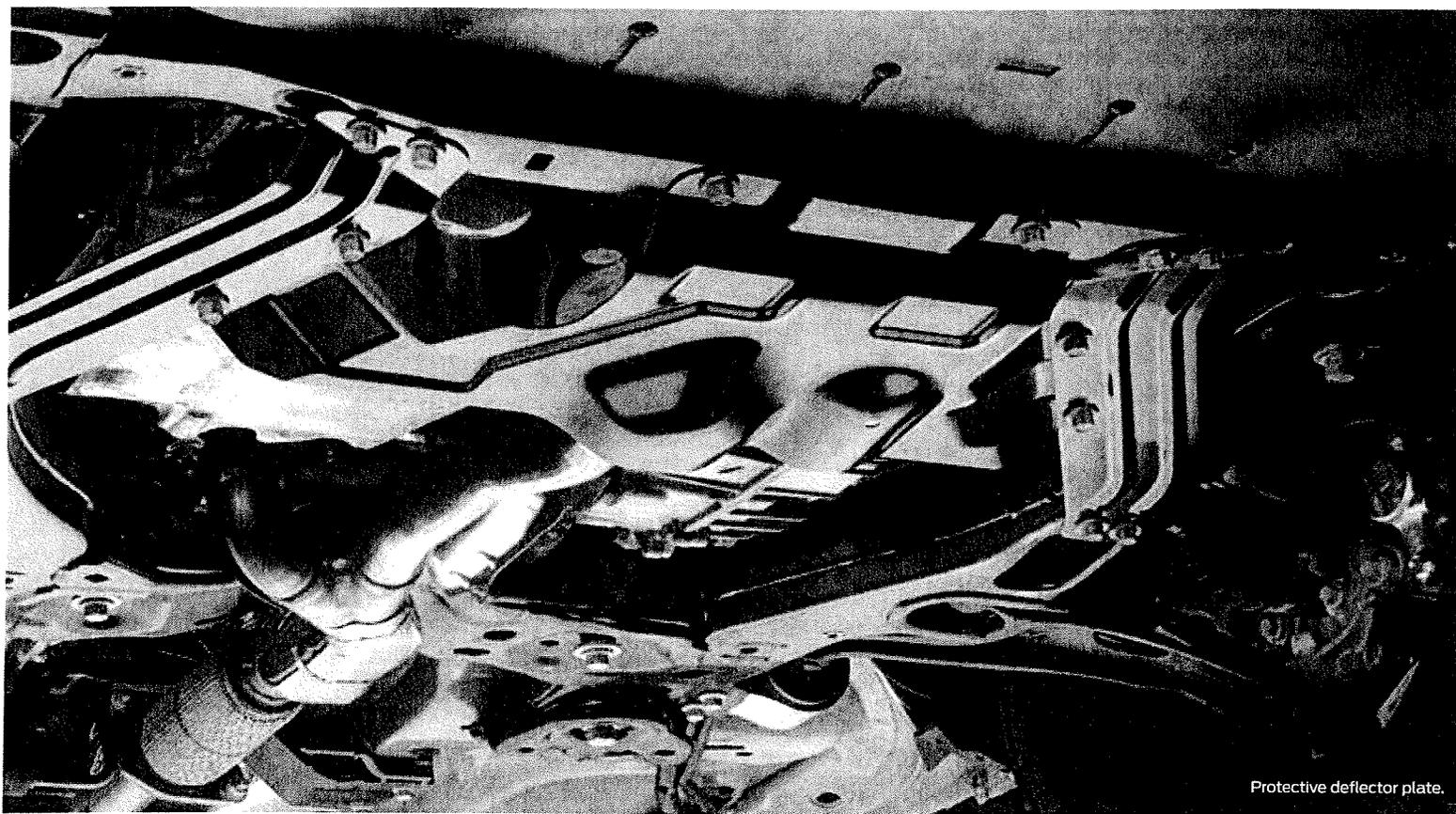
HEAVY-DUTY WHEELS ARE TEAMED WITH EXCLUSIVE POLICE-PURPOSED TIRES. Hefty 18" steel wheels are designed to withstand the punishment of daily duty no matter where the trail leads. The 5-spoke design lets the brakes breathe freely and stay as cool as possible. Unique Ford Police Interceptor® tires are expressly constructed to maximize grip, handling, roll and rigidity no matter the weather. They keep stopping distances to a minimum, and tread-wear longevity is equally impressive. A Tire Pressure Monitoring System (TPMS) is standard, and there's even a TPMS sensor on the *full-size spare*.

HEAVY-DUTY ANTI-LOCK DISC BRAKES CONTRIBUTE TO EXTREME HIGH PERFORMANCE. Police Interceptors don't just need to go fast, they must also come to rapid halts – under control. Developed in association with the Los Angeles County Sheriff's Department and the Michigan State Police, this unique system strikes an ideal balance between stopping power and long wear life. It boasts an increased swept area via **larger 13" diameter rotors** versus the 11" versions on the CVPI. The **unique inverted hat-vented rotor design and unique calipers** add to the high thermal capacity.

HEAVY-DUTY SUSPENSIONS RESPOND IN THE NAME OF CONTROL, CAPABILITY AND COMFORT. For smooth, predictable, high-speed handling at every turn, the **front and multilink rear suspensions are fully independent** – each one **also incorporates a brawny stabilizer bar** to combat body lean. Helical coil springs and stiffened, gas-pressurized hydraulic shocks are tuned to the rigors of police work. Premium hubs and bearings are extra large for long-term durability.

HEAVY-DUTY COOLING SYSTEM REGULATES EXTREME HEAT. An extra-large, high-volume radiator, engine oil cooler and transmission fluid cooler work in concert with the police-calibrated fan settings, mesh grille and wide airflow openings to ensure optimal operation in times of pursuit and periods of idling.

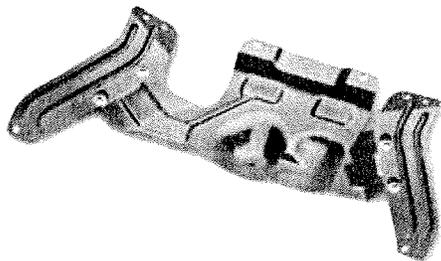
HEAVY-DUTY 220-AMP ALTERNATOR MEETS DEMANDS. State-of-the-art support for radar, lights, radios, cameras, computers, printers and the like.



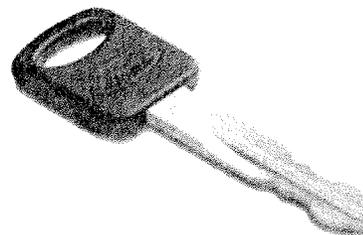
Protective deflector plate.

DEFLECTOR PLATE SHIELDS THE UNDERBODY.

The undercarriage and engine compartment are up to daily-duty punishment with this **unique Ford designed underbody cover** standard on sedan. As the name implies, it helps prevent damage by deflecting road debris and guarding against scrapes – which is especially crucial for the oil pan. It's shaped to facilitate oil-filter changes.



FLEET KEY IS SIMPLICITY AT ITS FINEST. The Police Interceptor key doesn't contain a microchip, so the cost of making a copy or replacement is the going rate at the local hardware store. Plus, the entire fleet can be set up to run with one common key design. A trio of key lock cylinders – on the front doors and decklid/liftgate – provide quick, reliable access.





Ergonomic Police Interceptor Sedan cockpit.

Time to take the law into your own hands.

PURPOSE-BUILT WITHIN. How an officer enters, exits, sits, shifts gears and uses electronics are just a few of the features meticulously accounted for within the Police Interceptor® cabin. Amenities range from **power-adjustable pedals** **A** and a **tilt steering column** **B** (it's also telescoping on Sedan), to the generous **recessed universal top tray** **C** atop the instrument panel that's ideal for police equipment. A pair of **MyFord® 4.2" screens** **D** – located on the center stack of the front console and in the instrument gauge cluster next to the **certified speedometer** **E** – relay vital information at a glance. For security purposes, the **push-button trunk-release switch** **F** (a Sedan exclusive) is battery powered; no key required.

CONNECT WITH VOICE-ACTIVATED FORD SYNC.^{1,2} Just **press a button** **G** on the steering wheel and **speak commands**. Once paired, SYNC recognizes a cell phone and automatically supports hands-free voice calling. The **SYNC Services** account provides **turn-by-turn driving directions**,² **custom traffic alerts**,² **911 Assist®** and **much more**. SYNC also allows verbal command of devices that are plugged into the USB port. (Visit ford.com/sync for details on the numerous benefits.)

RADAR DETECTION. Before changing lanes, **BLIS® (Blind Spot Information System)** with **cross-traffic alert**^{1,3} can help detect a vehicle in the way – the warning sign is an amber light in the corresponding sideview mirror. When slowly backing out of a spot, this system's radar also issues an audible alert, flashes a light in the sideview mirror, and notifies via the message center if any vehicles are detected behind.

MORE WAYS TO RAISE AWARENESS. The ultrasonic **Reverse Sensing System**¹ helps to mitigate rear vehicle scuffs and bumps. It issues audible notifications whenever objects are recognized within 6' as the Police Interceptor backs up at slow speeds. In addition, or instead, opt for a **rear view camera**¹ to display a full-color, real-time image of what's happening behind the vehicle in the rearview mirror.

¹Available. ²Driving while distracted can result in loss of vehicle control. Only use mobile phones and other devices, even with voice commands, when it is safe to do so. Traffic alerts and turn-by-turn directions available in select markets. Message and data rates may apply. Not all features are compatible with all phones. ³BLIS replaces standard integrated blind spot mirrors.



Convenient console mounting plate.



High-tech Ford SYNC with remappable switches.

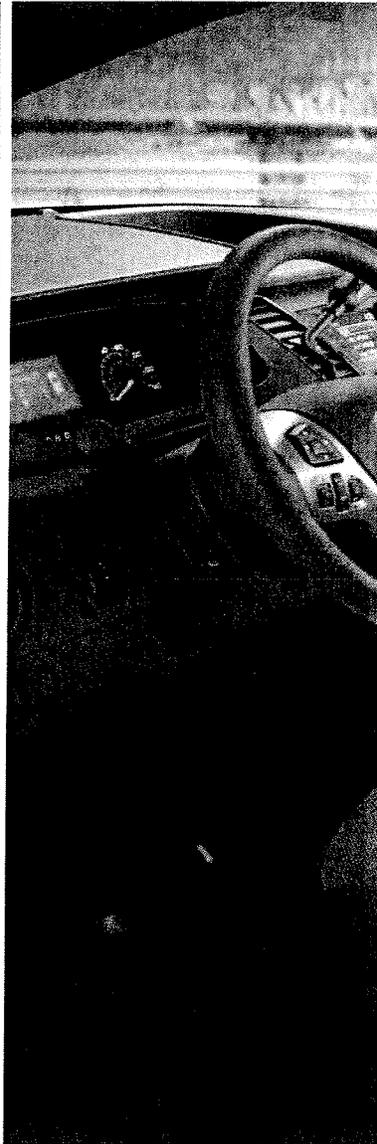
AFTERMARKET COST-SAVINGS POTENTIAL.

Why do the Ford Police Interceptors have **column-mounted shifters** ❶? So law enforcement has ample room, where it counts most, for police equipment. What's more, the **center-console space** ❷ **measures a wide-open 9"** between the driver and front-passenger seats, meaning it **perfectly matches the width of the CVPI center console**. Easily transfer an existing CVPI apparatus directly to either new Interceptor model and reap the rewards. The **purpose-built, Ford designed steel console mounting plate** is a standard, solid foundation for aftermarket equipment. This removable plate is constructed to channel wiring from the back of the vehicle and/or from the instrument panel.

KEEP HANDS ON WHEEL AND EYES ON ROAD.

Minimize distraction while performing common police tasks on the go. Ford engineers integrated **4 customizable, auxiliary control buttons** on the steering wheel. The **remappable steering wheel switches** ❸ are capable of connecting the driver to aftermarket equipment, including lights, sirens, speakers and canine door releases. Whatever the need, grounded outputs are on board for immediate use in connection with these remappable switches. Both the Sedan and Utility also house **two 12-volt powerpoints** ❹.

Finest-ever Ford Police Interceptor® Sedan.



FRONT-ROW COMFORT THAT'S FIRST RATE AND UNIQUE TO POLICE OFFICERS. The power driver's seat accommodates 6 ways; it also includes manual lumbar support and 4-way adjustable head restraints. Both seats are covered in police-grade, heavy-duty cloth and incorporate sculpted foam to accommodate a utility belt – notice what a snap it is to buckle up. The side bolsters are contoured to ensure ease of getting in and out of the cabin all day (or all night) long.

EXEMPLARY BACKSEAT TRANSPORT. Access is made easy with wide-opening rear door hinges: a Sedan exclusive. The rear bench maximizes space and is covered in heavy-duty vinyl. Door panels are simplified – no mapholders or cupholders – for ease of cleaning. For added security, hidden, manual door-lock plungers can be ordered for each rear door. (See page 17 for image.)

SUPER-CAPACITY TRUNK. There's a wealth of low-liftover room to stow equipment out of sight. Pull up the flat load floor for the standard full-size spare stationed inside. It's identical to the other 4 wheels and comes ready-to-roll with a TPMS sensor. A custom-fit electronics tray is available, and so is an auto-running circulation fan to keep conditions temperate for devices in the trunk.



Features and Options



2013 FORD POLICE INTERCEPTORS

FLEX FUEL

STANDARD FEATURES

- 9" space between driver's seat and front-passenger seat for aftermarket consoles
- 12-volt powerpoints: Sedan – 2; Utility – 2
- 75-mph rear-crash tested
- All-wheel drive (AWD)
- Alternator – Heavy-duty 220-amp
- Audio – AM/FM stereo/single-CD player with MP3 capability, clock and 4 speakers (Sedan)
- Audio – AM/FM stereo/single-CD player with MP3 capability, clock and 6 speakers (Utility)
- Badge – Flex Fuel
- Badge – Police Interceptor*
- Battery – Heavy-duty (78-amp-hr/750 CCA)
- Brakes – 4-wheel heavy-duty disc with Anti-Lock Brake System (ABS) (police-calibrated)
- Built-in steel intrusion plates in both front seat backs
- Climate controls – Manual air conditioning
- Column shifter
- Console mounting plate – Front
- Cooling system – Heavy-duty
- Cruise control
- Easy Fuel® capless fuel filler
- Electric power-assisted steering
- Engine – 3.5L Ti-VCT V6 FFV (Sedan)
- Engine – 3.7L Ti-VCT V6 FFV (Utility)
- Engine-hour meter
- Engine idle meter
- Exterior key locks – Driver, front-passenger and decklid/liftgate
- Fleet key – Low-cost replacement
- Flooring – Heavy-duty vinyl
- Full-size spare wheel and tire, TPMS
- Glass – Solar-tinted (Sedan)
- Glass – Solar-tinted 1st row; privacy glass 2nd and 3rd rows (Utility)
- Headlamps – Projector-beam halogen
- Headliner – Easy-to-drop
- Independent front and rear suspensions
- Mirrors – Power sideview, manual foldaway with integrated blind spot mirrors
- MyFord® with 4.2" color LCD display in police instrument cluster and center stack "smart display"
- Power-adjustable pedals
- Power door locks
- Powertrain mounts – Heavy-duty
- Power windows with one-touch-up/down driver's side with disable feature
- Recovery hooks (Utility)
- Red/white dome light – 1st row
- Seat – Front heavy-duty cloth, 6-way power driver's with manual lumbar
- Seat – Front heavy-duty cloth passenger
- Seat – Rear vinyl bench (Sedan)
- Seat – Rear vinyl 60/40 split (Utility)
- Taillamps – Halogen (Sedan)
- Taillamps – LED (Utility)
- Tilt/telescoping steering column (Sedan)
- Tilt steering column (Utility)
- Tires – P245/55R18 all-season BSW
- Transmission – 6-speed automatic (police-calibrated)
- Trunk/cargo area – Flat load floor
- Underbody deflector plate (Sedan)
- Universal top tray for police equipment
- Wheels – Heavy-duty 18" steel 5-spoke

SAFETY AND SECURITY

- AdvanceTrac® electronic stability control (Sedan)
- AdvanceTrac with RSC® (Roll Stability Control™) (Utility)
- Airbag – Front-passenger knee (Utility)
- Airbags – Front-seat side, plus Safety Canopy® System (side-curtain airbags) and rollover sensor
- Battery saver
- Child-safety rear door locks
- Ignition-wired trunk release (Sedan)
- LATCH – Lower Anchors and Tether Anchors for Children in rear outboard seating positions
- Personal Safety System™ for driver and front passenger includes dual-stage front airbags, safety belt pretensioners, safety belt energy-management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front-Passenger Sensing System
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System
- Traction control

DRIVETRAINS

- Police Interceptor Sedan (AWD) – Standard
- Police Interceptor Sedan (FWD) – Optional
- Police Interceptor Utility (AWD) – Standard
- Police Interceptor Utility (FWD) – Optional

- P2M
- P2L
- K8A
- K7A

POWERTRAINS

- 3.5L Ti-VCT V6 FFV with 6-speed automatic transmission (Sedan)
- 3.5L EcoBoost® V6 with 6-speed automatic transmission (Sedan)
- 3.7L Ti-VCT V6 FFV with 6-speed automatic transmission (Utility)

- 998
- 99T
- 99R

OPTIONS¹

	Sedan	Utility
1st- and 2nd-row carpeting	<input type="checkbox"/> 17I	<input type="checkbox"/> 16C
18" full-face wheel covers	<input type="checkbox"/> 64L	<input type="checkbox"/> 64B
100-watt siren/speaker	<input type="checkbox"/> 96P	<input type="checkbox"/> 18X
Ballistic door panels – Driver's door only	<input type="checkbox"/> 65E	<input type="checkbox"/> 90D
Ballistic door panels – Driver and front-passenger doors only	<input type="checkbox"/> 65C	<input type="checkbox"/> 90E
BLIS® (Blind Spot Information System) with cross-traffic alert with heated sideview mirrors	<input type="checkbox"/> 55B	–
Climate control – Auxiliary air conditioning	–	<input type="checkbox"/> 17A
Dark car feature	<input type="checkbox"/> 13C	<input type="checkbox"/> 43D
Daytime running lamps	<input type="checkbox"/> 942	<input type="checkbox"/> 942
Dome light – Red/white in cargo area	–	<input type="checkbox"/> 17T
Engine – 3.5L EcoBoost V6 (top speed 148 mph)	<input type="checkbox"/> 99T	–
– EcoBoost Speed-Limited Calibration (top speed 131 mph)	<input type="checkbox"/> 12T	–
Engine block heater	<input type="checkbox"/> 41H	<input type="checkbox"/> 41H
Ford SYNC® (Sedan requires Reverse Sensing System)	<input type="checkbox"/> 53M	<input type="checkbox"/> 53M
Front-wheel drive (FWD)	<input type="checkbox"/> P2L	<input type="checkbox"/> K7A
Glass – Solar-tinted 2nd row (clear)	–	<input type="checkbox"/> 92R
Glass – Solar-tinted 2nd and 3rd rows (clear)	–	<input type="checkbox"/> 92G
Hidden door lock plungers (for rear doors)	<input type="checkbox"/> 63B	<input type="checkbox"/> 52H
Hidden door lock plungers and inoperable rear door handles	<input type="checkbox"/> 63P	<input type="checkbox"/> 52P
Inoperable rear door handles/inoperable locks	<input type="checkbox"/> 18G	<input type="checkbox"/> 68G
Inoperable rear door handles/operable locks	<input type="checkbox"/> 18L	<input type="checkbox"/> 68L
Keyed alike – 1435x	<input type="checkbox"/> 43E	<input type="checkbox"/> 59E
Keyed alike – 1284x	<input type="checkbox"/> 43B	<input type="checkbox"/> 59B
Keyed alike – 0135x	<input type="checkbox"/> 43D	<input type="checkbox"/> 59D
Keyed alike – 0576x	<input type="checkbox"/> 43F	<input type="checkbox"/> 59F
Keyed alike – 1111x	<input type="checkbox"/> 43J	<input type="checkbox"/> 59J
Lockable gas cap	<input type="checkbox"/> 98K	<input type="checkbox"/> 19L
Noise-suppression bonds	<input type="checkbox"/> 20P	<input type="checkbox"/> 60R
Perimeter anti-theft alarm (requires key fob)	<input type="checkbox"/> 59B	<input type="checkbox"/> 593
Police Interceptor badge delete	<input type="checkbox"/> 19D	<input type="checkbox"/> 16D
Pre-wiring for grille lamp, siren and speaker	<input type="checkbox"/> 51G	<input type="checkbox"/> 60A
Rear console plate	<input type="checkbox"/> 97D	<input type="checkbox"/> 85R
Rear view camera – Image displayed in rearview mirror	<input type="checkbox"/> 77B	<input type="checkbox"/> 21B
Remote Keyless Entry System (key fob; not available with Keyed alike)	<input type="checkbox"/> 60P	<input type="checkbox"/> 595
Reverse Sensing System	<input type="checkbox"/> 76R	<input type="checkbox"/> 76R
Roof rack side rails – Black	–	<input type="checkbox"/> 68Z
Seat – Rear heavy-duty cloth	<input type="checkbox"/> 88C	<input type="checkbox"/> 88F
Spot lamp – Driver only (incandescent bulb)	<input type="checkbox"/> 21D	<input type="checkbox"/> 51Y
Spot lamp – Driver only (LED bulb)	<input type="checkbox"/> 21L	<input type="checkbox"/> 51R
Spot lamp – Driver and front-passenger (incandescent bulbs)	<input type="checkbox"/> 21P	<input type="checkbox"/> 51Z
Spot lamp – Driver and front-passenger (LED bulbs)	<input type="checkbox"/> 21B	<input type="checkbox"/> 51S
Steering wheel remappable switches (with voice, requires SYNC)	<input type="checkbox"/> 47K	<input type="checkbox"/> 61S
Trunk circulation fan	<input type="checkbox"/> 97T	–
Trunk storage vault (includes lockable door)	<input type="checkbox"/> 19T	–

OPTIONS¹ (continued)

	Sedan	Utility
Unique steering wheel – Up to 4 remappable switch configurations (less voice)	<input type="checkbox"/> 47J	<input type="checkbox"/> 61R
Windows – Rear-window power disable (operable from driver's side switches)	<input type="checkbox"/> 67D	<input type="checkbox"/> 18W

PACKAGES

Refer to page 20 for full descriptions.

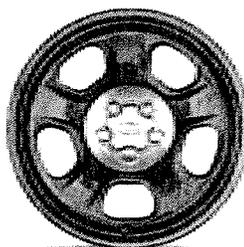
	Sedan	Utility
Cargo Wiring Upfit Package	–	<input type="checkbox"/> 67G
Headlamp Housing	<input type="checkbox"/> 13P	<input type="checkbox"/> 86P
Front Headlamp Lighting Solution	<input type="checkbox"/> 661	<input type="checkbox"/> 66A
Light Controller Package	<input type="checkbox"/> 855	–
Police Interior Upgrade Package	<input type="checkbox"/> 12P	<input type="checkbox"/> 65U
Ready-for-the-Road Package	<input type="checkbox"/> 856	<input type="checkbox"/> 67H
Rear Lighting Solution	<input type="checkbox"/> 663	<input type="checkbox"/> 66C
Taillamp Lighting Solution	<input type="checkbox"/> 662	<input type="checkbox"/> 66B
Trunk Upfit Package	<input type="checkbox"/> 854	–
Two-Tone Vinyl Package #1 (see page 22)	<input type="checkbox"/> 141	<input type="checkbox"/> 91A
Two-Tone Vinyl Package #2 (see page 22)	<input type="checkbox"/> 142	<input type="checkbox"/> 91B
Two-Tone Vinyl Package #3 (see page 22)	<input type="checkbox"/> 143	<input type="checkbox"/> 91C
Vinyl Word Wrap – POLICE – on left and right sides of vehicle	<input type="checkbox"/> 144	<input type="checkbox"/> 91D

LIMITED MAINTENANCE PACKAGES

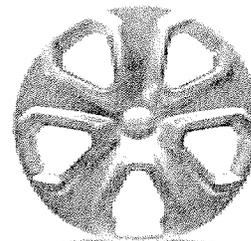
An exclusive Ford Extended Service Plan (ESP) program for the Police Interceptor. Select the level of maintenance that will best meet your needs – each package includes an engine oil/filter change, tire rotation and extensive Multi-Point Inspection at 3,000- or 5,000-mile intervals as outlined below.

	Sedan	Utility
75,000 miles (assumes 5,000-mile intervals = 15 service events)	<input type="checkbox"/> 521	<input type="checkbox"/> 50A
75,000 miles (assumes 3,000-mile intervals = 25 service events)	<input type="checkbox"/> 522	<input type="checkbox"/> 50B
100,000 miles (assumes 5,000-mile intervals = 20 service events)	<input type="checkbox"/> 523	<input type="checkbox"/> 50C
100,000 miles (assumes 3,000-mile intervals = 33 service events)	<input type="checkbox"/> 524	<input type="checkbox"/> 50D
125,000 miles (assumes 5,000-mile intervals = 25 service events)	<input type="checkbox"/> 525	<input type="checkbox"/> 50E
125,000 miles (assumes 3,000-mile intervals = 41 service events)	<input type="checkbox"/> 526	<input type="checkbox"/> 50F
150,000 miles (assumes 5,000-mile intervals = 30 service events)	<input type="checkbox"/> 527	<input type="checkbox"/> 50G
150,000 miles (assumes 3,000-mile intervals = 50 service events)	<input type="checkbox"/> 528	<input type="checkbox"/> 50H

WHEELS



Standard: Set of 5 heavy-duty 18" 5-spoke steel wheels with center caps (5th wheel is full-size spare)



Optional: Set of 4 heavy-duty 18" full-face wheel covers with metal clips (Sedan 64L/Utility 64B)

Police Interceptor Prep Packages

QUALITY ASSURED. To assist fleets – and dramatically reduce upfitting time – Ford offers compatible, factory-direct police equipment packages.

COMPONENTS

Front headlamp housings **A** eliminate need to drill or modify housing assemblies; for police application with incremental hole for side marker lights

Police headlamps **B** include base projector beam headlamp, plus (2) multifunction Park/Turn/Warn (PTW) bulbs for wig-wag simulation, and 2 white hemispheric lighthouse LED side warning lights

Police Taillamps **C** include base lamp, plus (2) rear integrated hemispheric lighthouse LED side warning lights in taillamps (red – Sedan, white – Utility)

Police rear lighting **D** includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted inside back window; surrounds brake stop light

Police rear lighting **E** includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted on inside trunk decklid (lights activate when decklid is open)

Police rear lighting **F** includes (2) backlit flashing linear high-intensity LED lights with surround cover (driver's side red/passenger side blue) mounted to inside liftgate glass

Police rear lighting **G** includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate

Rear console plate **H** interfaces with front console mounting plate and extends through 2nd-row occupant area to seat bottom (acting as wiring conduit on top of transmission tunnel)

Trunk circulation fan **I** wired to ignition to turn on; circulates air from the cabin to the trunk

Trunk electronics tray **J** aluminum, retractable locking tray installed at plant (no height adjustment)

Trunk storage vault **K** lockable; ideal for contraband/small arms; located in driver's side trunk well

Hidden door lock plunger **L** manual lock rod; 2nd-row door handles inoperable

Pre-wiring for grille lamp, siren and speaker² – electrical harness inlay (14290); inlay includes (2) light connectors that support up to (3) LED lights each (in engine compartment), (1) grille LED light connector that supports 2 LED lights, and 1 front driver's side speaker/siren cable

100-watt siren/speaker **M** plus wire

Grille LED lights **N** includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue)

Wiring Harness **O** includes (2) light cables for up to (3) linear high-intensity LED lights, trunk power distribution box (PDB), (1) 10-amp siren/speaker circuit (IP to trunk), trunk circulation fan wiring (JP to trunk), and rear lighting circuits (IP to trunk)

Control System **P** includes controller, control head and wire

Microphone includes cable

	Headlamp Housing for Sedan (13P) and Utility (86P)		Front Headlamp Housing Solution for Sedan (661) and Utility (66A)		Taillamp Lighting Solution for Sedan (662) and Utility (66B)		Rear Lighting Solution for Utility (66C)		Trunk Upfit Package for Sedan (854)		Cargo Wiring Upfit Package for Utility (676)		Light Controller Package for Sedan (855)		Ready-for-the-Road Package for Sedan (856)		for Utility (67H)	
	LIGHTING SOLUTIONS (DO-IT-YOURSELF WIRING)								UPFIT SOLUTIONS (INCLUDES WIRING)								FREE-STANDING OPT	
Front headlamp housings A	✓	✓												✓	✓			Sedan (13P)/Utility (86P)
Police headlamps B		✓												✓	✓			
Police Taillamps C				✓										✓	✓			
Police rear lighting D					✓									✓				
Police rear lighting E					✓									✓				
Police rear lighting F							✓								✓			
Police rear lighting G							✓								✓			
Rear console plate H								✓	✓	✓	✓	✓	✓	✓	✓			Sedan (97D)/Utility (86P)
Trunk circulation fan I								✓	✓	✓	✓	✓	✓	✓	✓			Sedan (97T)
Trunk electronics tray J								✓	✓	✓	✓	✓	✓	✓	✓			Sedan (62D)
Trunk storage vault K													✓	✓	✓			Sedan (19T)
Hidden door lock plunger L													✓	✓	✓			Sedan (63P)/Utility (52P)
Pre-wiring for grille lamp, siren and speaker ²																		Sedan (51G)/Utility (60P)
100-watt siren/speaker M													✓	✓	✓			96P/18X
Grille LED lights N													✓	✓	✓			
Wiring Harness O								✓	✓	✓	✓	✓	✓	✓	✓			
Control System P								✓	PCC8R	PCC8R	CenCom™ Sapphire	CenCom Sapphire						
Microphone												✓	✓					

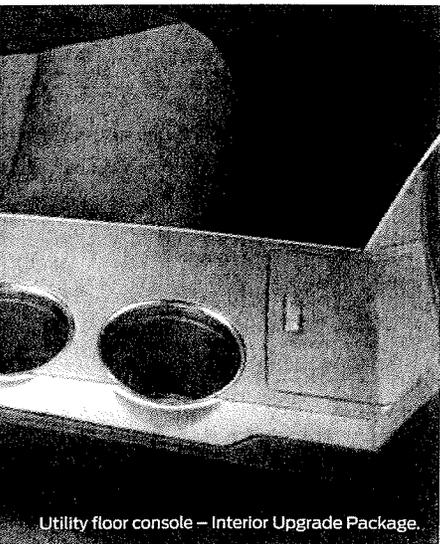
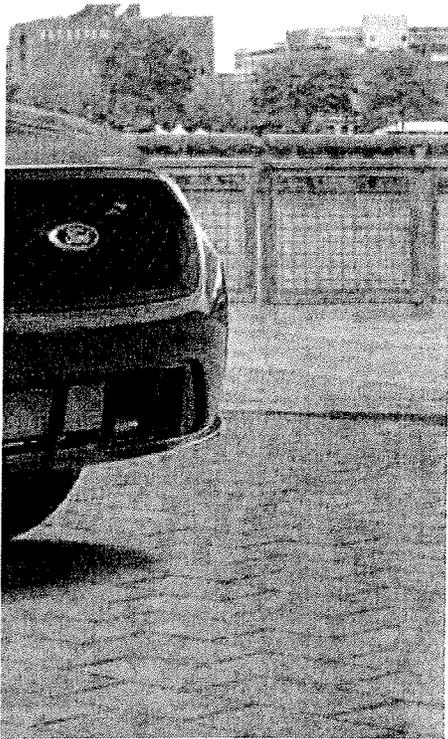
¹Available. LED Limited Warranty: 5 years/100,000 miles. Siren Speaker Limited Warranty: 2 years/36,000 miles. See your dealer for details. Police Interceptor[®] Packages are covered under the New Vehicle Limited Warranty of 3 years/36,000 miles except where noted. ²For ease of modification, this factory-installed option is highly recommended.



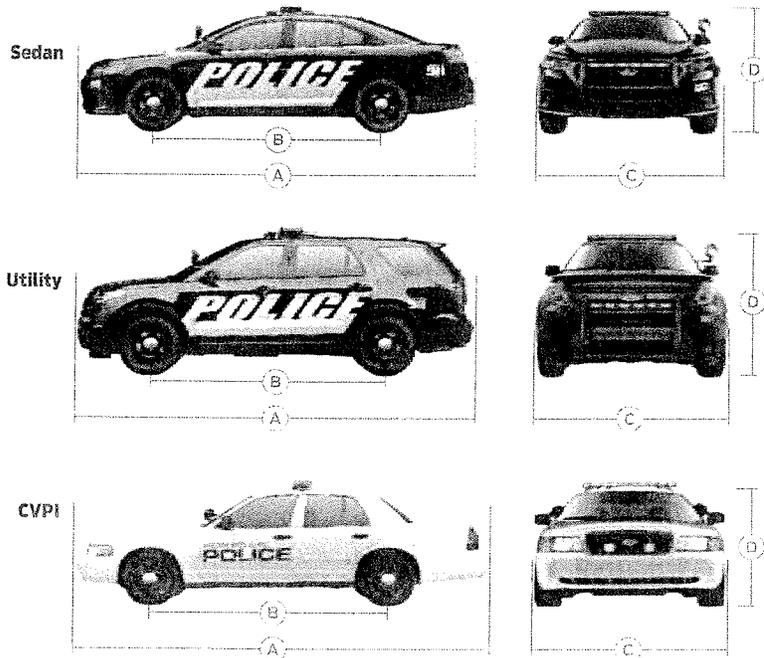
DIMENSIONS AND CAPACITIES¹

By the numbers: an inside-out comparison of the all-new Police Interceptors and retired CVPI.

EXTERIOR (in.)	Sedan	Utility	CVPI
A. Length	202.9	197.1	212.0
B. Wheelbase	112.9	112.6	114.6
C. Width – Excluding mirrors	76.2	78.9	78.3
Including mirrors	85.7	90.2	84.5
D. Height (excluding options)	61.3	69.2	59.3
Step-in height	16.6	18.9	15.1
Cargo rear opening height	–	32.5	–
Cargo rear opening width at floor	–	46.6	–
Liftover height (ground to cargo deck)	–	31.4	–
Liftgate to ground	–	74.2	–
Ground clearance	5.3	6.5	5.6
INTERIOR (in.)			
Front			
Head room	39.0	41.4	39.5
Shoulder room	57.9	61.3	60.6
Hip room	56.3	57.3	57.4
Leg room	41.9	40.6	41.6
Rear			
Head room	36.7	40.1	37.8
Shoulder room	56.9	60.9	60.0
Hip room	55.9	56.8	56.1
Leg room	39.9	41.6	38.0
CAPACITIES			
Passenger volume (cu. ft.)	103.0	118.4	107.5
Trunk volume (cu. ft.)	16.6	–	20.6
Cargo volume (cu. ft.) – Behind 1st row	–	85.1	–
Behind 2nd row	–	48.1	–
Total interior volume (cu. ft.)	119.6	166.5	128.1
Cargo capacity (lbs.)	400	800	240
Fuel (gal.)	19.0	18.6	19.0
Seating	5	5	5



Utility floor console – Interior Upgrade Package.



Division of Purchases
900 SW Jackson, Room 102N
Topeka, KS 66612-1286



phone: 785-296-2376
fax: 785-296-7240
email: chris.howe@da.ks.gov
www.da.ks.gov/purch

Dennis R. Taylor, Secretary
Chris Howe, Director

Department of Administration

Sam Brownback, Governor

CONTRACT AWARD

Date of Award: September 26, 2011

Contract ID: 0000000000000000000036159

Replaces Contract: New
EVENT No.: EVT0000825
IFB No.: IFB0000202

Procurement Officer: John T Lowe
Telephone: 785-296-3126
E-Mail Address: john.lowe@da.ks.gov
Web Address: <http://da.ks.gov/purch>

Item: Vehicles, Police, Ford

Agency/Business Unit: Statewide, Mandatory

Period of Contract: Date of Award through July 31, 2013
(with the option to renew for two additional one year periods)

Contractor: SHAWNEE MISSION FORD INC
11501 SHAWNEE MISSION PARKWAY
SHAWNEE, KS 66203-3359

E-Mail: jay.cooper@shawneemissionford.com
Telephone: 913-248-2287
Fax: 913-631-7325
Contact Person: Jay Cooper
Vendor ID: 46626

Conditions:

Amendment 1 – Renews the contract for the period of August 1, 2012 through July 31, 2013

Special Provisions, Specifications and Pricing are located at the following Link:

<http://www.da.ks.gov/purch/adds/EVT0000825-Pricing.doc>

Payment Terms: Net 30 days

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may not use a P-Card for purchases from this contract.

Administrative Fee: Administrative Fees **have been** incorporated into the unit prices of this contract.

The above referenced contract award was recently posted to the Division of Purchases Internet website. The document can be downloaded by going to the following website:

<http://www.da.ks.gov/purch/Contracts/>

TERMS AND CONDITIONS

1. **Contract Documents:** In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
 - Form DA 146a;
 - written modifications to the executed contract;
 - written contract signed by the parties;
 - the RFP, including any and all amendments; and
 - Contractor's written proposal submitted in response to the RFP as finalized.
2. **Contract Formation:** No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful contractor.
3. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Division of Purchases
900 SW Jackson St, Room 102N
Topeka, Kansas 66612-1286
RE: Contract Number 36159

or to any other persons or addresses as may be designated by notice from one party to the other.

4. **Termination for Cause:** The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
 - the Contractor fails to make delivery of goods or services as specified in this contract;
 - the Contractor provides substandard quality or workmanship;
 - the Contractor fails to perform any of the provisions of this contract, or
 - the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

5. **Termination for Convenience:** The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
6. **Rights and Remedies:** If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for

those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.
8. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.
9. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

10. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

11. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
12. **Proof of Insurance:** Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.
13. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.
14. **Confidentiality:** The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private

or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

15. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.
16. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.
17. **Hold Harmless:** The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

18. **Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.
19. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.
20. **Retention of Records:** Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

21. **Antitrust:** If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

22. **Modification:** This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
23. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.
24. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
25. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
26. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
27. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.
28. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.
29. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.
30. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.
31. **Debarment of State Contractors:** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

32. **Immigration and Reform Control Act of 1986 (IRCA):** All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

33. **Worker Misclassification:** The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.
34. **Injunctions:** Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
35. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
36. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

37. **Accounts Receivable Set-Off Program:** If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

38. **Definitions:** A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Purchasing Forms".

State of Kansas
Department of Administration
DA-146a (Rev. 04-11)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
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8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information**: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

SECTION IV SPECIAL PROVISIONS

1. This contract is established to provide 2012 Ford Law Enforcement Vehicles to the Kansas Highway Patrol and all other State of Kansas Agencies.
2. **Quarterly Reports:** The contractor is required to submit a quarterly report to the Division of Purchases detailing all acquisitions made by the State from this contract. This report should include as a minimum the agency name, quantity, description and amount (even if the amount is zero).
3. **Administrative Fee:** Vendor(s) must pay a 1/2% Administrative Fee on all purchases (including political subdivisions) made against this contract. **The fee is to be included in the cost (bid price) of the goods or services.** The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas - Division of Purchases" and must be paid within 30 days following the end of each quarter.
4. **Open-Ended Contract:** This is an open-ended contract between a vendor and the State to furnish an undetermined quantity of goods in a given period of time.
5. **Deliveries:** All orders shall be shipped FOB destination, prepaid and included, within 90 (Ninety) days of receipt of a purchase order. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall notify the ordering agency of the expected delivery date or partial delivery date. The order may be cancelled if delivery time is unsatisfactory. The Contractor shall inform the Division of Purchases of any supply or delivery problems.
6. **Invoices:** Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:
 - (1) date of invoice;
 - (2) date of shipment (or completion of work);
 - (3) purchase order number and contract number;
 - (4) itemization of all applicable charges; and
 - (5) net amount due.
7. **Contract Period:** Date of Award through July 31, 2012, or until the current Models are no longer available from the manufacturer.
8. **Contract Renewal:** The Contract may be renewed under the same terms and conditions for three (3) additional one (1) year periods by mutual consent of both parties.
9. **Orders:** Orders will be placed periodically throughout the contract period by State Agencies. Agency orders will show options required, colors, title information delivery hours and the name of a contact person and telephone number.
10. **Payment Terms:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the state agency. The date the payment is made by the state agency is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

11. **Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract.
12. **Delivery:** Vehicles delivered shall have mileage readings not to exceed 50 miles plus the mileage distance from the contractor's shipping point to the delivery location and in no case shall the odometer reading exceed 200 miles. The contractor shall notify the agency 48 hours prior to delivering the vehicle and shall comply with the Agency's delivery hours.

Bidders shall guarantee delivery of vehicles ordered prior to March 1, of the model year. After March 1, Agencies shall contact vendor prior to placing orders to insure availability. If the Contractor receives an order and cannot guarantee delivery, the Contractor will immediately notify the ordering Agency in writing with a copy to the Procurement Officer.

13. Delivery costs are shown as a separate price on the price schedule. One price per mile per vehicle is provided for delivery of vehicles in quantities of one or more to any location.

The attached mileage chart will be used to determine delivery charges if delivery is made to a city other than Topeka based upon the contractor's unit price per mile. All shipping points in the Kansas City, Missouri Metro Area shall use Kansas City as the basis for figuring mileage.

Contractors will not charge mileage for delivery to destinations within the City where the shipping point is located. Delivery of vehicles to destinations located outside the boundaries of the specified City which result in the total delivery distance which exceeds the distance to any destination within the City boundaries will be allowed to access the appropriate per mile charge for the difference in the two distances.

13. Factory options not specifically requested in this IFB shall be provided at manufacturer's Invoice pricing.
14. Attached are the specifications for both the base vehicle and the optional equipment. All vehicles will be ordered with one color standard factory paint.
15. Contractors shall report to the manufacturer that the State Agency and Address shown on the purchase order is the proper address to use when mailing service recalls, warranty information or any other related correspondence. **DO NOT SHOW THE DIVISION OF PURCHASES AS THE OWNER OF THE VEHICLE.**
16. Attached are the vehicle specifications. Although the Kansas Highway Patrol in Topeka may be referenced in this specification, the Contractor agrees to furnish vehicles to any State of Kansas Agency or Political Sub-Division located throughout the State.

Vehicle Specifications

2013 Ford Police Interceptor

It is the intent of this specification to describe an automobile to be used in high-speed highway traffic and law enforcement work. The vehicles will at times be operated at speeds in excess of 100 miles per hour for both short and long durations. It will be driven on all types of roads and road surfaces in varying temperatures, which will range from approximately minus -20 F to plus 110 F.

The manufacturer will use the highest quality components and design practices available to the automobile industry for the type of operating conditions to which the vehicle will be subjected. Engine, transmission, drive line, differential, brake, suspension, wheel, tire and other component parts of the vehicle shall be selected to give maximum performance, service life, and safety and not merely meet the minimum requirements of this specification.

The vehicle shall be new (unused), current model year production. The vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's corresponding model year published literature. Optional equipment as necessary to meet the following requirements of this specification shall also be installed and covered by the vendor's warranty.

The term "heavy duty" as applied to these specifications shall be interpreted to mean quantity, quality and/or capacity greater than that supplied with standard production vehicles by being able to withstand extreme and/or unusual strain, exposure, temperature, wear and/or use.

All bidders are required to submit a list, including company name, address and phone number of all factory authorized dealers and/or service centers geographically located throughout the state that are available to service and repair the vehicles being submitted for consideration. The successful vendor guarantees that OEM parts and supplies will be available in an adequate stock of all regular and special parts throughout the state of Kansas to meet the continuing need for service and parts on a daily basis.

Delivery of vehicles is to begin no more than ninety (90) days following the date of contract award or a date agreed on by the purchaser. All vehicles are to be delivered fully serviced and washed. The service shall be equivalent to that service given by the dealer to the retail segment of their trade as prescribed by the manufacturer.

The following items are expected to be completed by the factory or servicing dealer prior to delivery to the State Agency:

1. A copy of the factory pre-delivery check sheet for each vehicle with a notation made on each phase of the service as to who performed the service and on what date.
2. Inspection shall include adjusting, greasing and verifying that all motor and drive train lubricants and other fluids are at the manufacturer's specified levels.
3. The engine shall be tuned to manufacturer's specifications, including ignition timing.
4. Verification of front-end alignment, wheel balance, all suspension components and tightness of bolts.
5. Fuel gauge to show 1/4 full by using a minimum of 87-octane gasoline upon arrival at delivery.

6. After the vehicle has been fully serviced, the vendor may deliver it by rail freight, auto transport or by driving from his place of business. The driving portion of the initial delivery shall not exceed 150 miles.
7. All vehicles delivered to the purchaser will be free of any physical or cosmetic defects as determined by the State Agency. Vehicles not meeting this requirement will be rejected.
8. All vehicles shall be washed, cleaned, and vacuumed immediately prior to delivery. Vehicles not meeting this requirement will be rejected.
9. Any vehicle rejected after inspection by the purchaser must be corrected to the manufacturer's specification requirements at a local (for the KHP that would be Topeka, Kansas) garage, service center, or cleaning center. Any expenditure of time, monies, fuel, parts or supplies required to correct defects in order for the vehicle to be accepted shall be the vendor's responsibility and in no way charged to the State of Kansas.
10. The original manufacturer's statement of origin, a service authorization card and a properly executed service and warranty policy will accompany each vehicle delivered. The original window sticker indicating the vehicles identification number and a description of the standard equipment and optional equipment installed shall remain attached to the glass.
11. Invoices shall describe vehicle, including vehicle identification number, color, key number, and State of Kansas purchase order number.
12. No decals or markings of any type pertaining to advertisement shall be placed on vehicles delivered, except trademarks or model designation normally installed by the manufacturer on the vehicle.
13. The number of vehicles ordered may be more or less than the estimated quantity depending on finances available at the time of order.
14. Delivery of KHP vehicles will be made to Fleet Operations, 930 NE Strait Ave., Topeka, Kansas 66616, (785) 296-8535, between the hours of 8:00 AM and 3:00 PM Monday through Friday, excluding official State of Kansas holidays.
15. Two complete sets of service manuals (1 book & 1 CD Rom) shall be delivered to KHP Fleet Operations with the initial delivery of vehicles.
16. All vehicle equipment (jack, lug wrench, etc.) shall be installed in each vehicle.

DELIVERY OF VEHICLES:

The exact number of KHP cars to be delivered each month will be determined by the Fleet Administrator, and will be based upon the production schedule of the KHP Fleet Operations. The vendor will be required to contact the KHP Fleet Manager, at (785) 368-8701, by the 20th of each month, for the number of vehicles to be delivered the following month. If the 20th should fall on a weekend day, the vendor will be required to contact the KHP Fleet Administrator the Friday before the 20th.

The vendor will retain ownership, responsibility and liability of all undelivered and/or unaccepted vehicles.

INCENTIVES:

All available manufacturer or dealer incentives will be passed on to the purchaser.

WARRANTY:

The vehicle must have at minimum a (3) three year 36,000 mile bumper to bumper warranty, a (5) five year 60,000 mile powertrain warranty, and any additional warranties that are required, but not limited to, EPA and any other regulatory requirements that are required to accompany standard production vehicles and vehicles of like design as requested in this bid document. All bidders must list extended warranty options and costs for each, up to 60,000 miles, with the option to select the warranty which best fits the needs of the Kansas Highway Patrol, including, but not limited to, bumper to bumper and drive train only coverage.

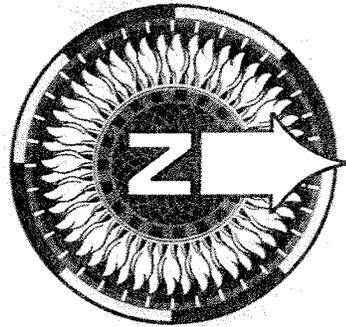
POST-AWARD CONFERENCE

The vendor is required to personally meet with the KHP Fleet Administrator and staff, at the Kansas Highway Patrol Fleet Operations, 930 NE Strait Ave., Topeka, Kansas, within five (5) calendar days of contract award. This conference will be to clarify expectations of the build and delivery process as well as other topics that may need to be addressed.

Distances are measured via the shortest US, K, Interstate Highway Route combinations and the Kansas Turnpike, where it reduces the length of the trip by five or more miles.

147	Abilene	178	135	149	182	369	195	331	168	452	119	112	371	404	246	264	218	174	115	123	29	40		
139	Arkansas City	137	170	137	217	353	153	341	81	483	129	156	555	191	222	204	313	139	145	61	110	45		
261	Atchison	131	280	61	203																			
185	Baxter Springs	182	163	116	241	44	272	195																
90	Belleville	151	83	258																				
36	Chanute	198	198	50	290	51	246																	
216	Clay Center	131	280	61	203																			
222	Coffeyville	346	446	197	390	222	418																	
72	Colby	163	316	18	241	44	272	195																
187	Concordia	202	323	337	227	282	219	289	159	209														
95	Dodge City	182	163	163	90	127	121	301	151	182														
308	El Dorado	444	444	149	376	341	391	202	331	122	296													
97	Emporia	110	170	177	86	117	131	314	160	228	58	353												
211	Fort Scott	137	58	282	48	226	98	423	289	304	122	418	116											
227	Garden City	269	369	389	268	314	280	341	108	250	57	234												
280	Goodland	385	498	296	423	260	451	38	234	182	334	172	347	456	140									
102	Great Bend	228	295	143	220	135	247	171	125	85	131	207	144	253	126	204								
120	Hays	227	286	355	153	280	152	307	112	138	105	191	222	204	313	139	145	61						
89	Hutchinson	212	234	130	159	122	186	234	112	121	70	245	108	193	175	287	64	124						
196	Independence	87	186	66	260	43	226	22	400	251	272	101	384	111	90	324	433	230	290	169				
173	Junction City	140	131	95	248	20	191	68	383	233	264	82	378	76	40	316	416	212	223	152	63	43		
25	Kansas City	153	116	245	50	167	37	210	246	81	208	92	330	80	191	249	281	124	141	111	150	45		
148	Lawrence	227	54	149	204	123	156	170	375	199	326	66	457	107	92	376	410	251	286	216	162	103	25	
117	Leavenworth	95	160	177	98	121	145	339	164	309	134	429	80	105	341	573	276	234	188	137	78	93	41	
147	Liberal	29	170	178	135	149	182	369	195	331	168	452	119	112	371	404	246	264	218	174	115	123	29	
269	Manhattan	251	400	385	310	320	302	335	174	282	81	245	61	396	363	66	207	188	168	107	329	322	291	403
44	McPherson	170	101	239	90	182	41	205	262	64	228	169	349	78	185	268	300	143	161	131	185	150	20	116
63	Newton	117	187	235	104	160	160	96	191	231	96	145	70	267	83	192	186	264	61	121	26	170	51	85
66	Overland Park	177	205	120	120	102	180	262	112	154	38	276	73	161	208	285	91	132	35	140	121	88	181	153
195	Ottawa	315	279	440	124	364	167	385	75	134	153	274	270	284	392	167	113	152	93	213	375	356	204	322
146	Parsons	208	58	139	208	104	152	151	368	195	316	47	439	89	81	357	402	232	283	197	143	84	192	21
129	Pittsburg	274	78	134	202	72	1445	119	349	188	292	113	404	55	88	324	381	198	242	163	112	53	109	54
154	Prairie City	59	138	210	115	157	163	375	200	378	158	450	100	81	389	410	244	271	208	155	96	130	11	37
212	Railroad	118	176	49	285	34	236	39	416	287	288	116	402	121	63	340	446	246	306	185	31	54	200	148
257	Russell	157	28	311	58	256	74	442	283	313	42	427	146	30	365	475	1271	332	1211	67	70	221	21	38
147	Salina	31	266	261	187	186	179	213	221	170	78	108	140	161	228	294	50	110	107	196	188	188	289	237
93	Scott City	229	334	128	259	125	286	135	114	125	169	246	182	291	154	169	40	30	101	269	251	114	243	207
27	St. Francis	143	163	267	70	192	50	223	205	62	180	162	282	118	224	201	248	76	99	63	202	183	48	177
226	St. Joseph	146	350	141	259	339	386	71	243	89	230	140	243	42	104	243	342	370	334	364	103	261	180	210
295	St. Louis	405	376	523	459	459	270	486	71	227	227	369	205	382	497	175	35	229	180	302	468	461	307	425
88	Tapeake	171	187	151	109	64	152	310	137	272	110	384	57	133	313	345	188	205	159	123	97	65	62	30
158	Troy	10	214	137	170	137	217	353	153	341	81	483	129	156	382	371	257	275	231	204	150	104	73	72
125	Wellington	35	216	167	188	136	161	117	316	171	172	56	274	112	178	222	346	144	206	85	110	138	144	220
94	Wellington	5	189	183	157	108	130	135	285	139	154	28	258	85	150	206	314	116	176	54	118	110	133	92
123	Wellington	14	210	144	106	112	160	94	124	178	185	48	287	106	161	247	357	154	214	93	87	127	143	124

MILEAGE CHART



State of Kansas
Department of Administration
DA-146a (Rev. 04-11)

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Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

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8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

PRICE SCHEDULE **POLICE INTERCEPTOR SEDAN**

ITEM	MFG. CODE	UNIT PRICE
Interceptor sedan AWD with all standard equipment	P2M	KHP and STATE AGENCIES \$23,142
Interceptor sedan AWD with all standard equipment	P2M	POLITICAL SUB-DIVISIONS \$23,242
Police interceptor 1: front Headlamp lighting solution	661	\$752
Police interceptor 2: Tail Lamp lighting solution.	662	\$349
License plate bracket, front	153	N/C
Dark car feature	13C	\$17
Keys: Minimum of three (3) keys per vehicle.	DLR	\$2
Spot light driver only LED	21L	\$286
Full wheel covers	64L	\$50
Sync: voice activated communication Reverse Sensing	53M/76R	\$496
Remappable switches on steering wheel	47K	\$126
Rear door handles and locks inoperable	18G	\$29
Perimeter anti-theft alarm	59B	\$101
Keyless remote	60B	\$214
Anti-Theft, Transmission Lock System	Tremco	\$124
Keyless Entry Anti-Theft System	D1	\$405
Cloth Rear Bench Seat	CW	\$52
Carpet Floor Covering	17I	\$109

DELIVERY COST SCHEDULE

Ship To Location	Delivery Charge Per Vehicle
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Topeka, KS = \$ 62

All other Locations: \$ 1.00 per mile per vehicle

Location of shipping point from which mileage will be calculated: Kansas City

Pricing for extended warranty options:
\$100 over dealer cost

Basis for pricing of factory options not specified in this contract shall be at Net Invoice.

DEALER 53A 010

Suggested Retail Price

POLICE INTERCEPTOR SEDAN AWD	28360	00
SPECIAL DEALER ACCOUNT ADJUSTM		
SPECIAL FLEET ACCOUNT CREDIT		
1001-161D08/30/11KS		
2013 MODEL YEAR		
YZ OXFORD WHITE		
CW BLACK CLOTH/CLOTH SEATING		
INCLUDED ON THIS VEHICLE		
EQUIPMENT GROUP 500A		
OPTIONAL EQUIPMENT		
998 .3.5L V6 TIVCT ENGINE	NC	
44J .6-SPEED AUTO TRANSMISSION	NC	
13C DARK CAR FEATURE	20	00
153 FRONT LICENSE PLATE BRACKET	NC	
17I 1ST/2ND ROW FLOOR COVERING	125	00
20P NOISE SUPPRESSION BONDS	95	00
21D SPOT LAMP DRIVER ONLY	210	00
47J REMAPPABLE AUDIO LESS VOICE	150	00
51G GRILL LAMP, SIREN & SPKR WIRE	50	00
60P KEY FOB	255	00
64L 18" FULL FACE WHEEL COVER	60	00
C CLOTH/CLOTH SEATING	60	00
SPCL. DLR. ACCT. ADJ. CR.		
TOTAL OPTIONS	1025	00
TOTAL VEHICLE & OPTIONS	29385	00
DESTINATION & DELIVERY	795	00
TOTAL FOR VEHICLE		30180 00
FUEL CHARGE		
NET INVOICE FLEET OPTION (B4A)		
SHIPPING WEIGHT 4217 LBS.		
TOTAL	30180	00

2013 Ford Police Interceptor AWD

\$24,024

Qty 1

Carpet Floor

Cloth Rear Bench

DEALER

53A 010

VIN

Suggested Retail Price

POLICE INTERCEPTOR SEDAN AWD	28360	00	:
SPECIAL DEALER ACCOUNT ADJUSTM			
SPECIAL FLEET ACCOUNT CREDIT			
1001-161D08/30/11KS			
2013 MODEL YEAR			
YZ OXFORD WHITE			
RW BLACK CLOTH/VINYL SEATING			
INCLUDED ON THIS VEHICLE			
EQUIPMENT GROUP 500A			
OPTIONAL EQUIPMENT			
998 .3.5L V6 TIVCT ENGINE		NC	
44J .6-SPEED AUTO TRANSMISSION		NC	
13C DARK CAR FEATURE	20	00	
153 FRONT LICENSE PLATE BRACKET		NC	
20P NOISE SUPPRESSION BONDS	95	00	
21D SPOT LAMP DRIVER ONLY	210	00	
47J REMAPPABLE AUDIO LESS VOICE	150	00	
51G GRILL LAMP, SIREN & SPKR WIRE	50	00	
60P KEY FOB	255	00	
64L 18" FULL FACE WHEEL COVER	60	00	
SPCL. DLR. ACCT. ADJ. CR.			
TOTAL OPTIONS	840	00	
TOTAL VEHICLE & OPTIONS	29200	00	2
DESTINATION & DELIVERY	795	00	
<hr/>			
TOTAL FOR VEHICLE	29995	00	
FUEL CHARGE			
NET INVOICE FLEET OPTION (B4A)			
SHIPPING WEIGHT 4217 LBS.			
TOTAL	29995	00	2

\$23,869

Qty 2

2013 Ford Sedan AWD

Vinyl Floor

Vinyl Rear Bench



The City of Basehor

Date: September 25, 2012

To: Basehor City Council

From: Lloyd Martley, Chief of Police/Interim City Administrator

Re: Employee Performance Evaluation Discussion

Background:

On August 6, 2012, the Basehor City Council unanimously approved the 2013, Operating Budget which included a modified wage plan. The City's previous plan included a scheduled 2.5% step increases every other year. The wage plan which will begin in 2013, includes a merit incentive, based on employee performance appraisals as opposed to steps.

The City's new employee performance evaluation policy will provide the opportunity to document the expectations of individual and organizational performance. It will also provide a meaningful process by which employees can be rewarded for noteworthy contributions to the organization and provide a mechanism to improve the individual/organizational performance as necessary.

The basic tenets of the City's performance evaluation system are contemplated to be:

- Planning work and setting expectations
- Continually monitoring performance
- Developing the capacity to perform
- Periodically rating performance in a summary fashion; and
- Rewarding good performance

Action requested of Council:

Discuss Employee Performance Evaluation Standards and Protocol.

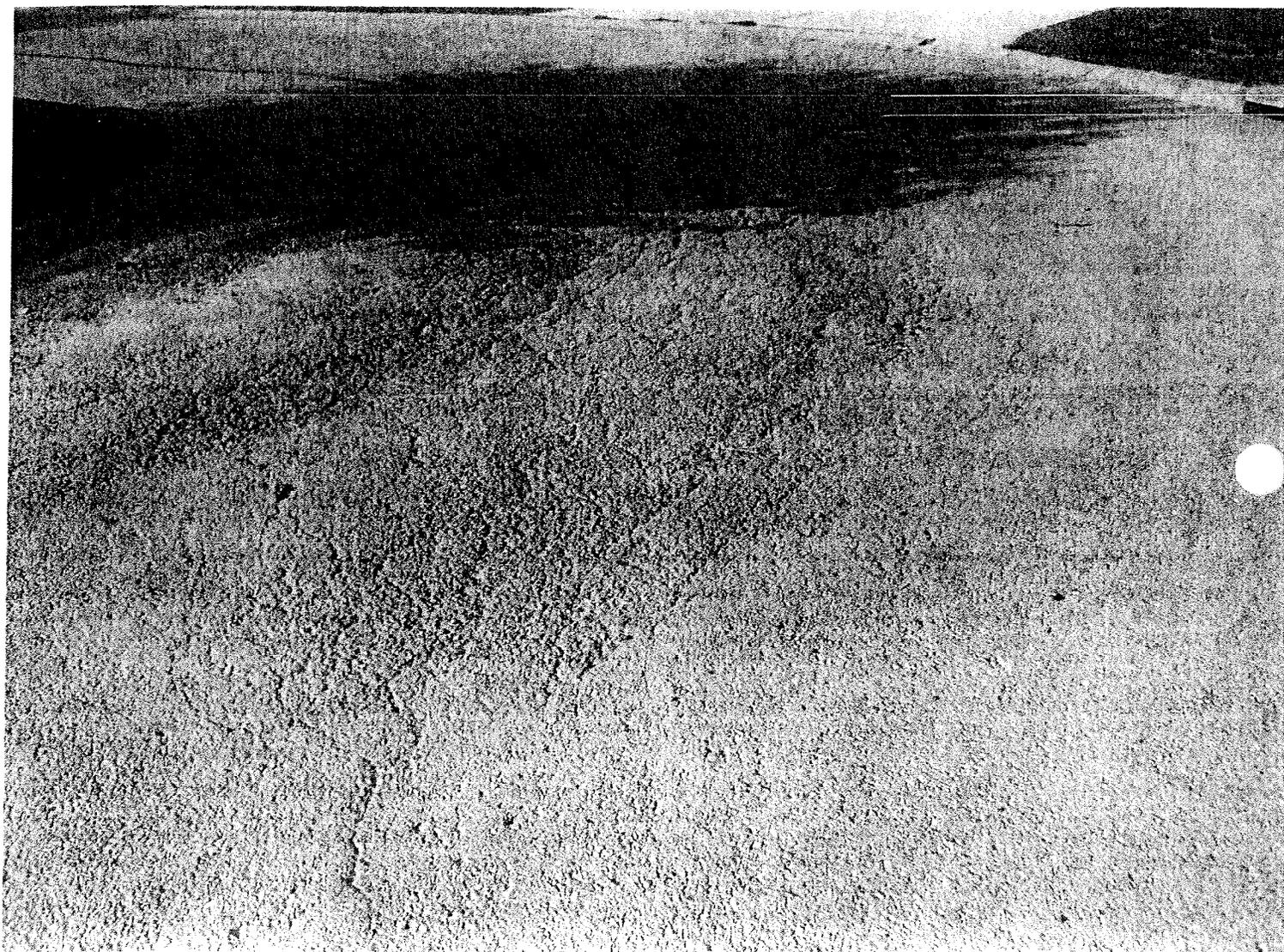
Memorandum

To: Mr. Mayor and City Council
CC: Lloyd Martley
From: Gene Myracle and Mitch Pleak
Date: 9.17.12
Re: 2012 Street Repair Discussion.

August 6, 2012, Staff discussed street repairs that would be separate from the 2012 Pavement Management Program contract. Staff has identified the following areas for repair:

- Bradford Court and 153rd Street – Cedar Lakes Subdivision
- 160th Circle – Prairie Gardens Subdiviosn
- Wellington Place Drive – Wellington Place Subdivision
- Police Department Parking Lot – City Hall

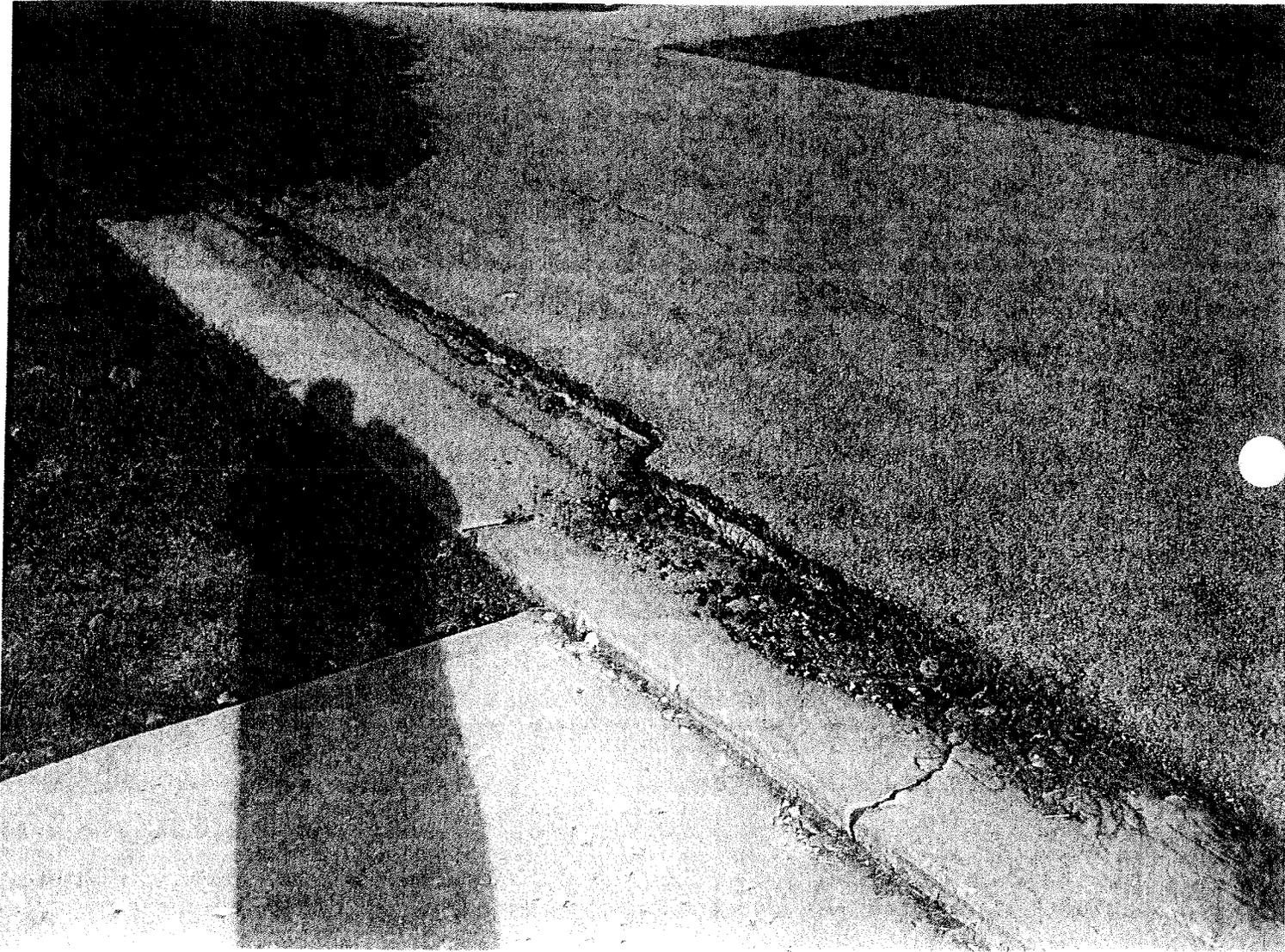
160th Circle - Prairie Gardens Subdivision



Bradfort Court & 153rd Street - Cedar Lakes Subdivision



Wellington Place Drive - Wellington Place Subdivision



Police Department Parking Lot - City Hall

