



## NORTH SLOPE BOROUGH SCHOOL DISTRICT MEMORANDUM

**TO:** John Hopson Jr., President  
Members of the Board

**THROUGH:** David Vadiveloo, Superintendent *DSVadiveloo*

**FROM:** Barry Broome, Maintenance & Operations Director *BB*

**DATE:** September 2, 2025

**SUBJECT:** Contracts over \$50,000 -Dalton Refrigeration

**Memo No. SB26-014**  
(Action Item)

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### NSBSD Policy Manual:

BP 3311, Bids: The district shall purchase equipment, supplies and services on a competitive bidding basis when required by law and whenever it appears to be in the best interest of the district to do so. All bids under federal awards must be made in accordance with the standards set forth in 2 CFR 200.320.

BP 3312, Contracts: The Superintendent of designee may enter into contracts and memoranda of agreement (MOA's) on behalf of the District. All contracts and MOA's with a dollar value of \$50,000 or greater must be approved by the School Board.

BP 3510, Maintenance: All school buildings and equipment shall be regularly inspected to assure that all are maintained at the highest level of safety. Employees are responsible for promptly reporting to their supervisor any damage to district property or equipment.

### NSBSD Strategic Plan Summary:


7.0 Financial & Operational Stewardship: Standardize high-functioning, efficient, student-focused operations

### Issue Summary:

During the summer months, we have experienced multiple issues with our refrigeration units, resulting in operational disruptions and in some cases, product loss. Internal maintenance efforts have proven insufficient due to the specialized nature of the repairs required and limited availability of in-house resources.

Meade River School and Alak School's refrigeration units experienced a critical failure that threatened to compromise temperature-sensitive inventory. After immediate assessment by our maintenance team, it was determined that urgent intervention was necessary to prevent loss and further system damage.

We engaged Dalton Refrigeration Inc, a licensed refrigeration repair contractor and an electrician to travel to the sites, diagnose the failure, perform emergency repairs and restore operations until the parts needed to make the repairs arrive. The cost of the emergency repairs was \$40,484.75. An additional \$53,106 is necessary for the materials and labor to install the replacement parts of the equipment not to exceed \$100,000.00. Full documentation, including the quotes, invoices are attached to this memo.





**Length of Contract:**

Under BP 3510, the contract will term as work is completed, prior to June 30, 2026

**Funding Source and Contract Amount:**

MOA not to exceed \$100,000.00

Account Code: 100.200.600..440

\*\*\*Each site location code

**Compliance with BP3311:**

Dalton Refrigeration was the only vendor capable to provide the repair services in the time frame required. Other vendors were unavailable. This contract is exempt from BP3311 as listed under F. Emergency equipment (repair) whereby the District would incur substantial costs if not addressed.

**Proposed Motion:**

“I move that the NSBSD Board of Education approve the above \$50,000 and greater proposal and related contract for Dalton Refrigerating Inc., in the amount not to exceed \$100,000 as described in this memo and related attachments.”

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Vote \_\_\_\_\_





North Slope Borough School District  
P.O. Box 169, Utqiagvik, AK 99723

## Memorandum of Agreement



Contractor: Dalton Refrigeration Inc Purchase Order # \_\_\_\_\_

Address: 6320 Quinhagak Street Anchorage AK 99507  
City State Zip

907 240-4440 [dallasdalton@drefrigeration.com](mailto:dallasdalton@drefrigeration.com)

Area Code Phone # E-mail Address:

The contractor is required to hold and provide a certificate of insurance that is current for the term of the contract for the following:

☐ X General Liability Insurance ☐ Professional liability / Errors & Omissions ☐ Background Check Complete

Federal ID # 465706772 Or Soc. Sec. #: \_\_\_\_\_ Alaska Business License # 1006540

8/15/25 6/30/26 ☐ X W-9 Attached ☐ W-9 Submitted Previously  
Start Date: (mmddyy) End Date: (mmddyy)

Contractor Agrees To: Price includes inspection trip, labor and materials to repair the following:

AIN: Remove and replace two condensing units and tie into current evaporators; remove DTF switch from north unit to get south unit up and running.

ATQ: Compressor shorted, ice built up inside unit. Repaired lights in upstairs storage, ~~garbage disposal, kitchen hood, lights and outlets, R&R compressor and evacuated and charged system.~~

UTQ: HMS: Freezer and cooler repairs - remove and replace compressor & suction & vibrasorber, IPK: Freezer and cooler repairs - leak check systems, repair all leaks, drain oil out of freezer unit and repair the unit. M&O: Replace accumulator tank, leak test and finish repairs.

NUI: Inspection trip cost. NUI Freezer repair estimate to follow.

District Contract Person: Barry Broome Phone #: 907-852-4710 Ext \_\_\_\_\_  
Email Address: barry.broome@nsbsd.org Fax: \_\_\_\_\_

District Agrees To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Terms: 30 Days upon completion of the work.

Enter Account Code as:	100.200.600..440	Amount:	\$93,590.28
		Total:	\$93,590.28

MOA Not to Exceed:	\$100,000	Budget Authority Approval:	
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**A – GENERAL INFORMATION**

1. Per Board Policy 3312, MOAs for more than \$50,000 require prior School Board approval before Contractor provides any service.
2. All MOA's more than \$10K will be presented to the School Board for information purposes.
3. All associated costs, not limited to fees and reimbursable, must be included in the MOA.
4. The account to be charged must be determined and approved by the individual with budget authority prior to submission of the MOA to the Director of Finance or their designee.
5. Prior to the starting date of the contracted services and/or activities, the Contractor and the NSBSD must sign the MOA. The Contractor is not to be given a notice to proceed unless all the appropriate parties have signed the MOA.
6. The District Contact will be responsible for obtaining the contractor's signature and submitting the original MOA to the Director of Finance or their designee
7. The District Contact must approve for payment all contract invoices and receipt documentation prior to submission for payment to the Director of Finance or their designee.
8. When the MOA involves travel paid by the NSBSD; a Travel Requisition must accompany any invoice.
9. MOAs cannot be used for NSBSD employees.
10. Any NSBSD employee who authorizes services prior to the required approvals may be subject to disciplinary actions up to and including termination. (BP 4118 and 4218)

**B – CONTRACTOR RESPONSIBILITIES**

1. Check the MOA for contents and completeness. If the terms are agreeable, sign the agreement and return to the individual named as the Contact Person.
2. The contractor warrants that where the service requires it, the contractor will carry the required certification for the service and will provide proof of certification with the executed agreement.
3. The contractor agrees that all work products created in the course of the agreement remain the property of NSBSD.
4. The Contractor agrees to uphold confidentiality of all parties associated with this Agreement as outlined in NSBSD Board Policy, State, and Federal laws.
5. Contractor agrees to provide the necessary information to allow NSBSD to complete a district-approved background check of Contractor. Passing of the background check is contingent to the execution of this agreement. NSBSD reserves the right to request a background check at any time throughout this agreement.
6. Contractor will follow the professional code of ethics as defined by National Standards and the State of Alaska Code of Ethics for their area of certification and/or licensing.
7. In accordance with the payment terms set forth on page 1, the Contractor shall submit an invoice with the appropriate documentation (copies of airline tickets, hotel bills, etc.) to the Contact Person for approval of payment. This Purchase Order number must be on the invoice.
8. As a condition of performance, the Contractor must pay all federal, state, and local taxes incurred by the Contractor.
9. A W-9 must be on file with the NSBSD Business Office or submitted with this MOA. If no W-9 is provided, backup withholding of Federal taxes will be withheld as required under federal law, which is presently 29%.

10. The Contractor must provide proof that all required certificates of insurance listed on page 1 of this MOA are current for the term of the contract.
11. The contractor must maintain a current Alaska Business License for the term of the contract.
12. To the extent allowed by law, the Contractor shall indemnify, defend, and hold the NSBSD harmless from any liability resulting from or arising out of the acts of the Contractor in the performance of this MOA.

C – GENERAL TERMS

1. This contract may be terminated by either party with a 30-day written notice.
2. Contractor, is an independent contractor. As an independent contractor, Contractor shall have no right or authority to (a) assume or create any obligation of the District; (b) accept service of legal process addressed or intended for the District; or (c) bind the District in any manner whatsoever. Contractor shall not be treated as an employee for purposes of employment taxes, income tax withholding, or employee benefits. Contractor is solely responsible for the payment of all applicable federal and state self-employment and income taxes (including without limitation FICA and Social Security).
3. This MOA shall be governed by Alaska law.

I HEREBY ACCEPT THIS MOA AND THE CONDITIONS/PROVISIONS CONTAINED HEREIN.

Any changes in the terms of this MOA must be on an ADDENDUM FROM prior to any services being performed. The ADDENDUM FORM must be approved by all parties.

\_\_\_\_\_  
Director of Finance, NSBSD

\_\_\_\_\_  
Finance Director's Signature

\_\_\_\_\_  
Date (mmddyy)

\_\_\_\_\_  
Superintendent, NSBSD

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date (mmddyy)

\_\_\_\_\_  
Grant Goulet

Contractor

*Grant Goulet*

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
8/26/25

\_\_\_\_\_  
Date (mmddyy)

Routing:    ☐ Dir. Fin. Srvs.    ☐ Supt    ☐ Contractor    ☐ Contact Person    ☐ Admin. Srvs. Dept.

Signature: *DS Vadiveloo*

Email: david.vadiveloo@nsbsd.org

Signature: *BB*

Barry Broome (Sep 2, 2025 20:43:00 AKDT)

Email: barry.broome@nsbsd.org