

**CITY CLERK
ORIGINAL**

C-10219
08/26/2015

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROADSAFE TRAFFIC SYSTEMS, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ²⁶ day of ~~August~~ ^{August}, 20 ~~15~~, between the City of Glendale, an Arizona municipal corporation (the "City"), and Roadsafe Traffic Systems, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 1, 2015, under the Strategic Alliance for Volume Expenditures (S.A.V.E), the Maricopa County Department of Transportation entered into a contract with Contractor to purchase the goods and services described in the Installation of Paint Stripes and Markings Contract, which is attached hereto as Exhibit A. The Installation of Paint Stripes and Markings Contract permits its cooperative use by other governmental agencies including the City. The Installation of Paint Stripes and Markings Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was February 1, 2015, until the date the contract expires on January 31, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting

parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond January 31, 2017. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until June 30, 2016. The City, however, may renew the term of this Agreement for a one-year period until the Cooperative Purchasing Agreement expires on January 31, 2017. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed forty nine thousand dollars (\$49,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

7. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Ken Vayda
6210 West Myrtle Avenue, Suite 111
Glendale, Arizona 85301
623-930-2674

and

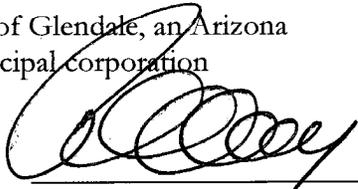
Roadsafe Traffic Systems, Inc.
c/o Tim Passaglia
3015 E. Illini St.
Phoenix, Arizona 85040
602-243-1218

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By:

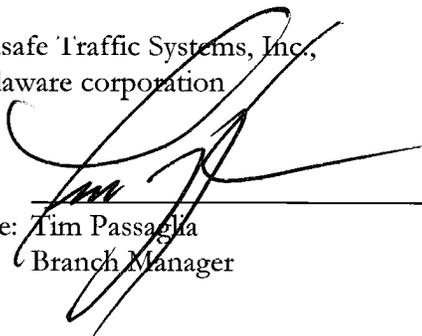


Richard A. Bowers
Acting City Manager

“Contractor”

Roadsafe Traffic Systems, Inc.,
a Delaware corporation

By:



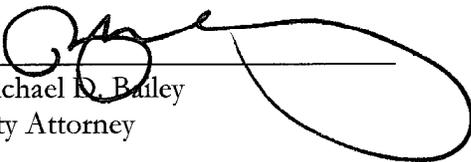
Name: Tim Passaglia
Title: Branch Manager

ATTEST:



Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROADSAFE TRAFFIC SYSTEMS, INC.**

EXHIBIT A

Maricopa County Contract No. 14097-S - Installation of Paint Stripes and Markings

SERIAL 14097 S INSTALLATION OF PAINT STRIPES AND MARKINGS

DATE OF LAST REVISION: February 18, 2015 CONTRACT END DATE: January 31, 2017

CONTRACT PERIOD THROUGH JANUARY 31, 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **INSTALLATION OF PAINT STRIPES AND MARKINGS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 21, 2015 (Eff. 02/01/15)**. *

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/jl
Attach

Copy to: Office of Procurement Services
 Valerie Chavez, MCDOT

(Please remove Serial 10139-S from your contract notebooks)

INSTALLATION OF PAINT STRIPES AND MARKINGS

1.0 INTENT:

The intent of this Invitation for Bid is to establish a contract for the Installation of Paint Stripes and Markings and the items specifically listed herein for use by the Maricopa County Department of Transportation.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.14 and 2.15, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF SERVICES:

2.1 PAINT STRIPES AND MARKINGS:

2.1.1 Maricopa County has adopted the Maricopa County Department of Transportation (MCDOT) Supplement (January 2014 or most recent edition) to M.A.G. Uniform Standard Specification for Paint Pavement Markings (SECTION 461).

2.1.2 This solicitation is being issued for materials and installation under MCDOT Section 461 with the following exceptions:

2.1.3 The types of paint used for CONTRACTOR application are water borne 100% Acrylic Polymer Emulsion (high build type) and Crosslink Polymer Emulsion (plastic type) white and yellow (lead and lead-free). The Pricing Documentation shall indicate the pricing of each type and the manufacturer's brand name and product code/series number.

2.1.4 MCDOT Section 461.2.01 "Pavement Marking Paint":

2.1.4.1 Composition Requirements:

2.1.4.1.1 The pavement marking paint shall be a ready-mixed, one component, water-borne lead-free traffic line paint, of the correct color, to be applied to either asphaltic or Portland cement concrete pavement. The composition of the paint shall be a cross link polymer emulsion equivalent to or better than Arizona Formula 1 or 2 (See Exhibit 2), acceptability of proposed equivalency to be determined by the Engineer. The marking paint shall be a pigmented water-borne paint containing all the necessary co-solvents, dispersant, wetting agents, preservatives and all other additives, so that the paint shall retain its viscosity, stability and all of the properties as specified herein. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolysable chlorine derivatives, ethylene-based glycol ethers and their acetates, and not any carcinogen, as defined in 29 CFR 1910.1200. Lead content shall not exceed 0.06 percent of weight of the dry film, and the test for chromium content shall be negative.

2.1.4.1.2 No glass beads will be allowed in the pavement marking paint. Glass beads will be applied after the paint has been applied.

2.1.4.2 Quantitative Requirements of Mixed Paints:

	White	Yellow
Pigment: % by weight, ASTM D 3723, allowable variation from qualifying sample	+ 2.0	+ 2.0
Non-volatile Content: % by weight, ASTM D 2369, allowable variation from qualifying sample	+ 2.0	+ 2.0
Viscosity: Krebs Units at 77° ± 1°F, ASTM D 562	80 - 95	80 - 95
Weight per Gallon Pounds per gallon at 77° ± 1°F, ASTM D 1475P, allowable variation from qualifying sample	+ 0.3	+ 0.3
Vehicle Composition: Vehicle Infrared Spectra, ASTM D 2621, allowable variation from qualifying sample	None	None
pH: ASTM E 70, allowable variation from qualifying sample	+ 1.0	+ 1.0
Fineness of Dispersion: HEGMAN, minimum, ASTM D 1210	3.0	3.0
Volatile Organic Compounds: Pounds per gallon of paint, maximum ASTM D 3960 according to 7.1.2	2.1	2.1
Flash Point: °F, minimum, ASTM D 93, Method A	100	100
Dry Time to No Pick up: With no beads, minutes, maximum ASTM D 711	10	10
Dry Through Time: Minutes, ASTM D 1640 except no thumb pressure is used when thumb is rotated 90 degrees on paint film	20	20
Flexibility: TT-P-1952D	Pass	Pass

2.1.5 100% Acrylic Polymer Emulsion

	WHITE	YELLOW
Pigment, % by weight	60 ± 2	60 ± 2
Vehicle, % by weight	40 ± 2	40 ± 2
Non-Volatile, % by weight of paint	77.0	77.0
Weight per gallon, lbs. Minimum	13.0	13.0
Viscosity, @ 77° F, Kreb Units	80-95	80-95
Grind (Hegman Gauge), minimum	4	4
Field Tested no tracking time under ambient conditions	20-90 seconds	20-90 seconds
Dry Through Time, 15 mils wet @ 90% R.H. 72.5° F, minutes, max ASTM D-1640	125	125
VOC (Volatile Organic Content), max.	150 g/l	150 g/l
Contrast Ratio, %, min.	90	90
Reflectance, %, min.	85	50

NOTE: Resin shall be equal to or better than Arizona Formula 5 (See Exhibit 2).

2.1.6 Crosslink Polymer Emulsion

	WHITE	YELLOW
Pigment, % by weight	62 ± 2	62 ± 2
Vehicle, % by weight	38 ± 2	38 ± 2
Non-Volatile, % by weight of paint	77.0	77.0
Weight per gallon, lbs. Minimum	13.5	13.5
Viscosity, @ 77° F, Kreb Units	80-95	80-95
Grind (Hegman Gauge), minimum	4	4
Field Tested no tracking time under ambient conditions	20-90 seconds	20-90 seconds
Dry Through Time, 15 mils wet @ 90% R.H. 72.5° F, minutes, max ASTM D-1640	1 hour	1 hour
VOC (Volatile Organic Content), max.	150 g/l	150 g/l
Contrast Ratio, %, min.	90	90
Reflectance, %, min.	85	50

2.1.6.1 NOTE: Resin shall be equal to or better than Rohm & Haas™ Resin HD21.

2.1.6.2 The pavement marking paint shall be a ready-mixed one component, water-borne lead free traffic of the correct color, to be applied to either Asphaltic or Portland cement concrete pavement. The composition of the paint shall be a cross link polymer emulsion equivalent to or better than PervoPlastic™ 6050 Series acceptability of proposed equivalency to be determined by the Engineer.

2.2 THERMOPLASTIC STRIPES AND MARKINGS:

Maricopa County has adopted the Maricopa County Department of Transportation (MCDOT) Supplement (January 2014 or most recent edition) to M.A.G. Uniform Standard Specification for Thermoplastic Pavement Markings (SECTION 462).

This solicitation is being issued for materials and installation under MCDOT Section 462.

2.3 RAISED PAVEMENT MARKERS:

2.3.1 Maricopa County has adopted the Maricopa County Department of Transportation (MCDOT) Supplement (January, 2014 or most recent edition) to M.A.G. Uniform Standard Specification for Raised Pavement Markers (SECTION 463).

2.3.2 This solicitation is being issued for materials and installation under MCDOT Section 463 with the following additions:

2.3.3 463.2.02 Reflective Pavement Markers:

2.3.4 3M 290 or equal.

2.3.5 The Pricing Documentation shall include the manufacturer's name and model number for each type of marker quoted.

2.3.6 Reflective Pavement Markers:

2.3.6.1 The Contracting Agency requires that reflective markers be pressure sensitive adhesive or non-adhesive with an adhesive surface. The raised pavement marker shall be both wet and dry retro-reflective, impact resistant, abrasion resistant, water resistant, and have molded-in body colors and may have application finger grips.

2.3.6.2 Reflective pavement markers shall be of the following type:

- 2.3.6.2.1 Type D Yellow, two-way
- 2.3.6.2.2 Type G Clear, one-way
- 2.3.6.2.3 Type H Yellow, one-way
- 2.3.6.2.4 Type 911-A Blue, two-way

2.3.6.3 Reflective pavement markers shall be prismatic reflective consisting of a polycarbonate body and a polycarbonate lens with built-in micro-cube corners. The lens shall have a protective hard-coat.

2.3.6.4 The exterior surface of the molded body shall be smooth and shall contain one or two prismatic reflector faces of the color specified.

2.3.6.5 When illuminated by an automobile headlight, the color of the reflectors shall be an approved clear, yellow, red, blue or green as designated. Reflectors not meeting the required color may be rejected. The retro reflected color of the markers lies within the respective retro reflected color gamut coordinates, plotted on the 1931 CIE Chromaticity (x, y) diagram (TABLE 1) when tested in accordance with ASTM E811 using CIE Illuminant Source A and viewing conditions of 0.2 degree observation angle, 0 degree entrance angle. The source and receptor angular apertures are each 6 minutes of arc.

TABLE 1

<u>Point #</u>	WH		YL		RED		GR		BLUE	
	x	y	x	y	x	y	x	y	x	y
1	.310	.348	.545	.424	.650	.330	.009	.733	.039	.320
2	.453	.440	.599	.439	.668	.330	.288	.520	.160	.320
3	.500	.440	.609	.390	.734	.265	.209	.395	.160	.240
4	.500	.380	.597	.390	.721	.259	.012	.494	.183	.218
5	.440	.380								
6	.310	.283								

2.3.6.6 Permanent reflective pavement markers will be tested for compressive strength, abrasion resistance and specific intensity. Permanent reflective pavement markers shall have a thin un-tempered glass or other abrasion material bonded to the prismatic reflector face to provide an extremely hard and durable, abrasive resistant reflector surface.

2.3.6.7 The area covered by the glass, or other abrasion resistant surface, shall not be less than (3) three square inches.

2.3.6.8 The original specific intensity of each reflecting surface for both temporary and permanent reflective markers shall not be less than the following:

2.3.6.9 (To be measured in accordance with ASTM E809. The photometric quantity to be measured is the coefficient of retro reflected luminous intensity, expressed as millicandelas per lux (mcd/lx). One candela per lux equals 10.76 candelas per foot-candle.)

TABLE 2

Entrance Angle	0 Degree	+/- 20 Degrees -0 Degree
Observation Angle	.2 Degrees	.2 Degrees
	Minimum Coefficient	

Color	mcd/lx	cd/ftcd	mcd/lx	cd/ftcd
White	279	3.00	112	1.20
Yellow/Amber	167	1.80	67	0.72
Red	70	0.75	28	0.30
Blue	26	0.28	10	0.11
Green	93	1.00	37	0.40

2.3.6.10 Permanent reflective pavement markers shall be subject to an abrasion resistance test as follows:

2.3.6.11 Subjecting the entire lens surface to the test described in ASTM D-4280-04 section 9.5 using a sand drop apparatus. After the exposure described the retroreflected values shall not be less than 0.5 times the values listed in the specific intensity table (TABLE 2) above.

2.3.6.12 The raised pavement marker shall comply with the initial minimum brightness requirements in TABLE 2 after conditioning for twelve (12) hours at 145 degrees F +/- 5 degrees F (62.7 degrees C +/- 2.5 degrees C)

2.3.6.13 The body of the raised pavement marker displays no cracking or breakage when tested according to ASTM D2444 Tup A, using a 1000 gm weight from a height of 1 meter. The marker is positioned in such a way that the TUP strikes the top of the marker. The marker lens displays no cracking inside the impact area when tested according to ASTM D2444 Tup A, using a 1000 gm weight from a height of 1 meter. The marker is placed in a steel fixture designed to hold the marker lens horizontal and positioned such that the Tup strikes the center of the lens.

2.3.7 Construction Requirements

2.3.7.1 The portion of the highway to which the raised pavement markers are to be attached shall be free of dirt, curing compound, grease, oil, moisture, loose or unsound layers and any other material which could adversely affect the bond of the adhesive. The pavement must be clean and dry. No rainfall should occur within 24 hours prior to application. The method of cleaning the pavement surface and removal of detrimental material is subject to approval by the Engineer and shall include sweeping and the use of high-pressure air spray.

2.3.7.2 When applying Pressure Sensitive Adhesive Raised Pavement Markers to new paved asphalt surfaces the markers may be applied immediately following the final compaction of the asphalt surface by the finishing roller. Caution should be used to prevent embedment into the fresh, soft asphalt that would limit the visibility of the lens face. Embedment into the fresh asphalt surface should be limited to the thickness of the pressure sensitive adhesive pad.

2.3.7.3 Markers should not be placed on asphalt that is showing signs of deterioration, cracking or failure.

2.3.7.4 New concrete surfaces open to traffic for less than 90 days must have the curing compound removed prior to application of the pressure sensitive raised pavement marker. The curing compound may be removed by sandblasting, or other methods such as hydro-blasting or grinding as approved by the Engineer.

2.3.7.5 Chip Seal surfaces shall be swept of excess aggregate and open to traffic for 30 days prior to installation of the markers. Markers should not be installed on chip seal surfaces with large, void spaces and/or loose aggregate with a weak bond to the underlying road surface.

2.3.7.6 Slurry Seal and Fog Seal surfaces must be allowed to completely cool and cure. In general twenty-four (24) hours is sufficient time to allow placement of the

markers. Excess sand applied to soak up surface emulsions must be swept clean prior to installation of the markers.

2.3.7.7 When installation involves a separate adhesive product the adhesive shall be placed uniformly on the cleaned pavement surface in an amount sufficient to result in complete coverage of the area of contact of the markers, with no voids present and with slight excess after the markers have been placed. The markers shall be placed in position and pressure applied until firm contact is made with the pavement. The markers shall be protected against impact until the adhesive has set to the degree acceptable to the engineer.

2.3.7.8 Excess adhesive on the pavement and on the exposed surfaces of the markers shall be immediately removed. Thinners or solvents which may be detrimental to either the markers or the bond provided by the adhesive shall not be used in removing excess adhesive.

2.3.7.9 Markers shall not be installed when the temperature of the pavement surface or the atmosphere is less than 60 degrees F, when the relative humidity is 80 percent or higher or when the pavement is not dry. No rainfall should occur within twenty-four (24) hours prior to application.

2.3.7.10 All markers shall be installed to the line approved by the Engineer and in such a manner that the reflective face of the markers is perpendicular to a line parallel to the roadway centerline. No raised pavement markers shall be installed over longitudinal or traverse joints or seams of the pavement surface. No raised pavement markers shall be installed over existing pavement markings such as paint, thermoplastic, or preformed tapes.

2.4 PAVEMENT MARKING "REMOVAL":

The work under this section shall consist of removing all conflicting pavement markings, in conformance with hazardous waste disposal regulations, raised pavement markers (RPM), chip seal tabs, pavement tape, barrier/guardrail markers, and any other necessary traffic control devices deemed necessary by the Engineer. All pavement markings shall be recovered from the roadway by vacuum method. Removed pavement markers and debris resulting from the removed markings shall be collected and disposed by the Contractor.

2.4.1 Approved Methods for Water Borne Traffic Paint

2.4.2 Water Blasting

2.4.3 Steel Shot Method (Turbo-Blaster)

2.4.4 Asphaltic Overlay: The asphalt overlay thickness and dimensions shall meet the County specifications.

2.4.5 Chip Seal: When using this method the entire pavement area shall be covered.

2.4.6 Approved Methods for "Thermoplastic Pavement Markings."

2.4.7 Grinding followed by Water Blasting

2.4.8 Chip Seal: The application of this method depends on the length of time the Thermoplastic Marking has been on the roadway surface. The use of a chip seal before grinding/water blasting is at the discretion of the Contractor. If the chip seal does not adhere to the existing thermoplastic markings, the Contractor shall grind and/or water blast the thermoplastic markings off and chip seal the exposed area. All costs for this work shall be borne by the Contractor.

When applying the chip seal method, the entire roadway surface, edge of asphalt to edge of asphalt, shall be covered. Chip seal shall not be applied to a Portland cement surface.

- 2.4.9 Asphaltic Overlay: The asphalt overlay thickness and dimensions shall meet the County specifications.
- 2.4.10 Approved Methods for the Removal of "Raised Pavement Markers."
- 2.4.11 Hammer/Chisel Method.
- 2.4.12 Blade (use of Heavy Duty Equipment.

2.5 PAVEMENT PREPARATION:

- 2.5.1 It shall be the Contractor's responsibility to determine what type of pavement markings currently exists on the project to be done, and determine the appropriate method of removal. The final decision for the method of removal must be approved by the Engineer first.
- 2.5.2 Any damage to the pavement caused by pavement marking removal shall be repaired by methods acceptable to the Engineer. When asphalt slurry seal is used to repair damage to the pavement caused by pavement marking removal or the obliteration of the marks remaining after the markings have been removed, the asphalt slurry shall be placed parallel to the new direction of travel and shall not be less than two feet in width.
- 2.5.3 It will be the Contractor's responsibility to prepare the roadway surface for the installation of striping and raised pavement markers and R.P.M. All RPM's shall be covered up when Slurry Seal & Fog seal is used, and the use of Self Adhesive Markers will not be permitted. This may include sweeping/brooming, (manually or by machine), blading (removing mud or dirt) and any other cleaning of the road-way surface to insure proper installation of striping and markers. (Example: Oil, Grease.)
- 2.5.4 Contractors will be given a, "Notice to Proceed" for each project. At that time of notification, the Contractor will inform the County Representative of an estimated project start date and proposed project end date along with a schedule as to when the work will be completed.
- 2.5.5 Contractor will be responsible for their portable traffic control and should comply with MUTCD & FHWA regulations.

2.6 TEMPORARY TRAFFIC CONTROL

Contractor shall solely provide personnel and equipment for temporary traffic control during scheduled MCDOT construction/maintenance projects in accordance with the MCDOT MAG Supplement Section 401.

2.6.1 Scheduled Work Description

- 2.6.1.1 Setup shall consist of providing traffic control and barricade service while working on MCDOT right-of-ways. Contractor shall furnish equipment and labor on an as needed basis. Contractor shall furnish all labor, materials, services, insurance and equipment necessary for the delivery, placement, maintenance and removal of barricade equipment, as well as labor for flagging traffic control purposes.

- 2.6.2 All traffic control plans shall be governed by the following specifications:
- 2.6.2.1 Manual on Traffic Control Devices (MUTCD) or Uniform Standard Specifications and Details for Public Works Construction section 401 Traffic Control.
 - 2.6.2.2 Contractor shall be responsible to prepare specific traffic plans and typical traffic control plans which may be utilized as requested. Traffic control plans shall be submitted to MCDOT Traffic Operations for review and approval in advance of commencing work.
 - 2.6.2.3 Contractor shall only utilize personnel who are certified flaggers. Traffic Control Technicians shall be ATSSA certified. Flaggers can be certified by IMSA, ATSSA or LTAP. Flaggers/laborers must be able to converse in the English language and shall be authorized by Contractor to receive and carry out directives issued by MCDOT Field Supervisor.
 - 2.6.2.4 Contractor shall have off-duty officer during any setup which will restrict traffic flow more than one (1) hours while working at a signalized intersection. Access shall not be closed for fire stations, hospitals, sheriff/police stations or any public schools.

2.7 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.8 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have three (3) days to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.6 TESTING:

The contractor shall provide certifications for their products prior to installation. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.9 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.10 INVOICES AND PAYMENTS:

- 2.10.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.10.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.10.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

2.10.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.11 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.12 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.13 FUEL COST PRICE ADJUSTMENT:

2.13.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

2.13.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.

- 2.13.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.13.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Vendor Information). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).
- 2.13.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.
- 2.13.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>
- 2.13.7 The computation of the fuel surcharge amount shall be determined as follows:
- 2.13.7.1 The fuel cost component from Attachment A (Vendor Information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.
- 2.13.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.
- 2.13.7.3 The surcharge shall be added as a separate line item to the invoice.
- 2.14 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):
- The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.
- 2.15 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)
- County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:



This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a two (2) year term.

3.2 OPTION TO RENEW:



The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of Four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers)

may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, additionally if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

3.15.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

3.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

3.18.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any

other persons duly authorized by the Department shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

3.18.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.18.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

3.19 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 3.23.1.4 Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
 - 3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
 - 3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
- 3.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
 - 3.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.25 CONTRACTOR LICENSE REQUIREMENT:
- 3.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
 - 3.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact

the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.26 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.26.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

3.26.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.27 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.28 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROADSAFE TRAFFIC SYSTEMS, INC.**

EXHIBIT B
Award and Rate Sheet

ROADSAFE TRAFFIC SYSTEMS, INC 3015 E ILLINI ST PHOENIX, AZ 85040

COMPANY NAME: Roadsafe Traffic Systems, Inc.
 DOING BUSINESS AS (DBA) NAME: N/A
 MAILING ADDRESS: 3015 E Illini St Phoenix, AZ 85040
 REMIT TO ADDRESS: 3015 E Illini St Phoenix, AZ 85040
 TELEPHONE NUMBER: 602-243-1218
 FACSIMILE NUMBER: 602-243-3470
 WEB SITE: www.roadsafetraffic.com
 REPRESENTATIVE NAME: Tim Passaglia
 REPRESENTATIVE TELEPHONE NUMBER: 602-243-1218
 REPRESENTATIVE E-MAIL: tpassaglia@roadsafetraffic.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

NET 60 DAYS

FIRST CALL

New Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping w/beads (Long Line) - WHITE	\$0.07	1	linear foot	Roadway Striping w/beads (Long Line) – WHITE Estimated Annual usage: 180000 LF
Roadway Striping w/beads (Long Line) - YELLOW	\$0.07	1	linear foot	Pict Roadway Striping w/beads (Long Line) – YELLOW Estimated Annual usage: 140000 LF
Intersection Striping - Cross walk/Stop Bar (12 inches) (White or Yellow)	\$0.40	1	linear foot	Intersection Striping - Cross walk (12" & quot;) (White or Yellow) Estimated Annual usage: 500 LF
Intersection Striping - Islands (8 inches)	\$0.20	1	linear foot	Intersection Striping - Islands (8" & quot;) Estimated Annual usage: 500 LF
New Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, Layout Required)				
Title	Unit Price	Qty	UofM	Description
Intersection Striping - Arrows (LT. RT. & ST.)	\$0.45 \$45.00	1	each	Intersection Striping - Arrows (LT. RT. & amp; ST.) Estimated Annual usage: 10 EA
Railroad Pavement Marking - Stop Bar (24 inches)	\$0.90	1	linear foot	Railroad Pavement Marking - Stop Bar (24" & quot;) Estimated Annual usage: 108 LF
Railroad Pavement Marking - (X)ing Pavement Marking (16 inches)	\$0.85	1	linear foot	Railroad Pavement Marking – (X)ing Pavement Marking (16" & quot;) Estimated Annual usage: 60 LF

ROADSAFE TRAFFIC SYSTEMS, INC 3015 E ILLINI ST PHOENIX, AZ 85040

Railroad Pavement Marking - (R.R.) Pavement Marking	\$40.00	1	each	Railroad Pavement Marking - (R.R.) Pavement Marking Estimated Annual usage: 3 EA
Bike Lane Symbol	\$65.00	1	each	Bike Lane Symbol Estimated Annual usage: 6 EA
Yield Symbol 18" (Sharks Teeth)	\$10.00	1	each	Estimated Annual usage: 6 EA
Pavement Wording - All letters and/or Numbers	\$15.00	1	each	Pavement Wording (Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

Re-Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, No Layout Required)

Title	Unit Price	Qty	UofM	Description
Roadway Striping w/beads (Long Line) - WHITE	\$0.05	1	linear foot	Roadway Striping w/beads (Long Line) - WHITE Estimated Annual usage: 500000 LF
Roadway Striping w/beads (Long Line) - YELLOW	\$0.05	1	linear foot	Roadway Striping w/beads (Long Line) - YELLOW Estimated Annual usage: 300000 LF
Intersection Striping - Cross walk/Stop Bar (12 inches) (White or Yellow)	\$0.35	1	linear foot	Intersection Striping - Cross walk (White or Yellow) Estimated Annual usage: 7200 LF
Intersection Striping - Islands (8 inches)	\$0.14	1	linear foot	Intersection Striping - Islands Estimated Annual usage: 3200 LF
Intersection Striping - Arrows (LT. RT. & ST.)	\$35.00	1	each	Intersection Striping - Arrows (LT. RT. & ST.) Estimated Annual usage: 72 EA
Railroad Pavement Marking - Stop Bar (24 inches)	\$0.85	1	linear foot	Railroad Pavement Marking - Stop Bar Estimated Annual usage: 1000 LF

Re-Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, No Layout Required)

Title	Unit Price	Qty	UofM	Description
Railroad Pavement Marking - (R.R.) Pavement Marking	\$40.00	1	each	Railroad Pavement Marking - (R.R.) Pavement Marking Estimated Annual usage: 3 EA
Bike Lane Symbol	\$60.00	1	each	Bike Lane Symbol Estimated Annual usage: 50 EA
Yield Symbol 18" (Sharks Teeth)	\$8.00	1	each	Estimated Annual usage: 6 EA
Pavement Wording - All letters and/or Numbers	\$15.00	1	each	Pavement Wording (Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

ROADSAFE TRAFFIC SYSTEMS, INC 3015 E ILLINI ST PHOENIX, AZ 85040

New Striping, AZDOT New Spec Thermoplastic (Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping (Long Line) - 60 mils thick	\$0.21	1	linear foot	Roadway Striping (Long Line) - 60 mils thick Estimated Annual usage: 100 LF
Roadway Striping (Long Line) - 90 mils thick	\$0.28	1	linear foot	Roadway Striping (Long Line) - 90 mils thick Estimated Annual usage: 100 LF
Roadway Striping (Long Line) - 120 mils thick	\$0.32	1	linear foot	Roadway Striping (Long Line) - 120 mils thick Estimated Annual usage: 100 LF
Intersection Striping (at 120 mils thick) - Cross walk & Stop Bar (12")	\$1.25	1	linear foot	Intersection Striping (at 120 mils thick) - Cross walk (White or Yellow) Estimated Annual usage: 1000 LF
Intersection Striping (at 120 mils thick) - Islands (8")	\$0.85	1	linear foot	Intersection Striping (at 120 mils thick) - Islands Estimated Annual usage: 500 LF
Intersection Striping (at 120 mils thick) - Arrows (LT. RT. & ST.)	\$90.00	1	each	Intersection Striping (at 120 mils thick) - Arrows (LT. RT. & ST.) Estimated Annual usage: 150 EA
Railroad Pavement Marking (120 mils thick) - Stop Bar (24")	\$2.50	1	linear foot	Railroad Pavement Marking (120 mils thick) - Stop Bar Estimated Annual usage: 100 LF

New Striping, AZDOT New Spec Thermoplastic (Layout Required)				
Title	Unit Price	Qty	UofM	Description
Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking	\$1.65	1	linear foot	Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking Estimated Annual usage: 100 LF
Railroad Pavement Marking (120 mils thick) - "R.R." Pavement Marking	\$95.00	1	each	Railroad Pavement Marking (120 mils thick) - "R.R." Pavement Marking Estimated Annual usage: 2 EA
Bike Lane Symbol	\$90.00	1	each	Bike Lane Symbol Estimated Annual usage: 2 EA
Yield Symbol 18" (Sharks Teeth)	\$22.00	1	each	Estimated Annual usage: 6 EA
Pavement Wording (120 mils) - All letters and/or Numbers	\$30.00	1	each	PAVEMENT WORDING (120 mils) (Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

Re-Striping, AZDOT Spec Thermoplastic (No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping (Long Line) - 60 mils thick	\$0.22	1	linear foot	Roadway Striping (Long Line) - 60 mils thick Estimated Annual usage: 30000 LF
Roadway Striping (Long Line) - 90 mils thick	\$0.28	1	linear foot	Roadway Striping (Long Line) - 90 mils thick Estimated Annual usage: 500 LF

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Re-Striping, AZDOT Spec Thermoplastic (No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping (Long Line) - 120 mils thick	\$0.32	1	linear foot	Roadway Striping (Long Line) - 120 mils thick Estimated Annual usage: 500 LF
Intersection Striping (at 120 mils thick) - Cross walk & Stop Bar (12")	\$1.15	1	linear foot	Intersection Striping (at 120 mils thick) - Cross walk (White or Yellow) Estimated Annual usage: 24000 LF
Intersection Striping (at 120 mils thick) - Islands (8")	\$0.85	1	linear foot	Intersection Striping (at 120 mils thick) - Islands Estimated Annual usage: 2000 LF
Intersection Striping (at 120 mils thick) - Arrows (LT. RT. & ST.)	\$87.00	1	each	Intersection Striping (at 120 mils thick) - Arrows (LT. RT. & ST.) Estimated Annual usage: 120 EA
Railroad Pavement Marking (120 mils thick) - Stop Bar (24")	\$2.60	1	linear foot	Railroad Pavement Marking (120 mils thick) - Stop Bar Estimated Annual usage: 5000 LF
Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking	\$1.50	1	linear foot	Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking Estimated Annual usage: 500 LF
Railroad Pavement Marking (120 mils thick) - "R.R." Pavement Marking	\$90.00	1	each	Railroad Pavement Marking (120 mils thick) - (R.R.) Pavement Marking Estimated Annual usage: 6 EA
Bike Lane Symbol	\$85.00	1	each	Bike Lane Symbol Estimated Annual usage: 6 EA
Yield Symbol 18" (Sharks Teeth)	\$15.00	1	each	Estimated Annual usage: 6 EA

Re-Striping, AZDOT Spec Thermoplastic (No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Pavement Wording (120 mils) - All Letters and/or Numbers	\$26.00	1	each	Pavement Wording (120 mils)(Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

Installation of Raised Reflective Pavement Markers				
Title	Unit Price	Qty	UofM	Description
3M 290 - 2-way 1-color "Full size" Type H	\$2.25	1	each	Stimsonite Markers - 2-way 1-color "Full size" 3M 290 - 2-way 1-color "Full size" Estimated Annual usage: 2000 EA
3M 290 - 2-way 1-color "Full size" Type D	\$2.25	1	each	Stimsonite Markers - 2-way 1-color "Full size" 3M 290 - 2-way 1-color "Full size" Estimated Annual usage: 5000 EA
3M 290 - 1-way only "Full size" Type G	\$2.25	1	each	Stimsonite Markers - 1-way only "Full size" 3M 290 - 1-way only "Full size" Estimated Annual usage: 5000 EA
3M 290 - 2-way 1-color "Full size" Type BB	\$2.25	1	each	Stimsonite Markers - 2-way 1-color "Full size" 3M 290 - 2-way 1-color "Full size" Estimated Annual usage: 50 EA
3M 290- 2-way 2-color "Full size"	\$2.25	1	each	Stimsonite Markers - 2-way 2-color "Full size" 3M 290- 2-way 2-color "Full size" Estimated Annual usage: 50 EA

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Installation of Raised Reflective Pavement Markers				
Title	Unit Price	Qty	UofM	Description
Guardrail/Barrier Delineator (Reflectorized) - YELLOW	\$2.25	1	each	Guardrail/Barrier Delineator (Reflectorized) - YELLOW Estimated Annual usage: 25 EA
Guardrail/Barrier Delineator (Reflectorized) - WHITE	\$2.25	1	each	Guardrail/Barrier Delineator (Reflectorized) - WHITE Estimated Annual usage: 25 EA
Ceramic Button (3/4" x 4") (Non-Reflectorized) - YELLOW	\$2.25	1	each	Ceramic Button (3/4" * 4") (Non-Reflectorized) - YELLOW Estimated Annual usage: 200 EA
Ceramic Button (3/4" x 4") (Non-Reflectorized) - WHITE	\$2.25	1	each	Ceramic Button (3/4" * 4") (Non-Reflectorized) - WHITE Estimated Annual usage: 200 EA
Ceramic Button (3/4" x 4") (Non-Reflectorized) - BLACK	\$2.25	1	each	Ceramic Button (3/4" * 4") (Non-Reflectorized) - BLACK Estimated Annual usage: 200 EA
Raised Pavement Marker Recessing	\$6.50	1	each	Recessing w/Marker Estimated Annual usage: 200 EA

Removal of Existing Pavement Markings / Markers				
Title	Unit Price	Qty	UofM	Description
Paint	\$0.50	1	linear foot	Estimated Annual usage: 500 LF
Tape/Cold Plastic	\$0.75	1	linear foot	Estimated Annual usage: 100 LF
Thermoplastic	\$0.60	1	linear foot	Estimated Annual usage: 5000 LF
Guardrail/Jersey Barrier Markers	\$1.00	1	each	Estimated Annual usage: 25 EA
Arrows (LT, RT, & ST.)	\$60.00	1	each	Estimated Annual usage: 5 EA
Railroad Pavement Marking (R.R.) Pavement Marking	\$90.00	1	each	Estimated Annual usage: 2 EA
Bike Lane Symbol	\$65.00	1	each	Estimated Annual usage: 2 EA

Removal of Existing Pavement Markings / Markers				
Title	Unit Price	Qty	UofM	Description
Pavement Wordings - All letters and/or Numbers	\$25.00	1	each	Estimated Annual usage: 2 EA
Raised Pavement Marker Removal	\$1.00	1	each	Estimated Annual usage: 1000 EA
Asphalt Slurry Type II - Obliterated Road Marking Sealant (MAG Section 460.2)	\$4.50	1	square yard	Estimated Annual usage: 2500

Traffic Control				
Title	Unit Price	Qty	UofM	Description
SIGNS - Large Sign 48" x 48" (2304 Sq. In.) or Larger	\$1.75	1	day	Please provide your daily rate.
SIGNS - Medium Sign 36" x 36" (1296-2303 Sq. In.)	\$1.00	1	day	Please provide your daily rate.
SIGNS - Small Sign 24" x 24" (576-1295 Sq. In.)	\$0.75	1	day	Please provide your daily rate.
WARNING LIGHTS (FLASHERS) - Type A Low Intensity Flashing warning light	\$0.25	1	day	Please provide your daily rate.

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Traffic Control				
Title	Unit Price	Qty	UofM	Description
WARNING LIGHTS (FLASHERS) - Type B High Intensity Flashing warning light	\$1.00	1	day	Please provide your daily rate.
WARNING LIGHTS (FLASHERS) - Type C Low Intensity Steady Burn warning light	\$0.25	1	day	Please provide your daily rate.
WARNING LIGHTS (FLASHERS) - Type D 360 Degree Steady Burn warning light	\$3.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Type I Barricade - Vertical Panel	\$0.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Portable Sign Stand (spring stand)	\$1.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Traffic Cone Reflectorized 28 Inches	\$0.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Sand Bag	\$0.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Flag	\$1.00	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Arrow Boards	\$20.00	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Portable Variable Message Signs Three-Line	\$55.00	1	day	Please provide your daily rate.
PILOT CAR RENTAL WITH DRIVER	\$50.00	1	hour	Please provide your hourly rate.
BARRICADE TRUCK RENTAL WITH DRIVER	\$50.00	1	hour	Barricade Truckwith Driver Please provide your hourly rate.
BARRICADE TRUCK MOUNTED ATTENUATOR WITH DRIVER	\$65.00	1	hour	Please provide your hourly rate.

Traffic Control				
Title	Unit Price	Qty	UofM	Description
Flagger	\$36.00	1	hour	Flagger with flagger paddle (Does not include truck) Please provide your hourly rate.
Traffic Control Technician	\$36.00	1	hour	Traffic Control Technician (Does not include truck) Please provide your hourly rate.
Traffic Supervisor	\$55.00	1	hour	Please provide your hourly rate.
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES - 2 Way	\$1.00	1	each	2-Way Double-faced chip seal road markers with double clear protective cover.
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES - 1 Way	\$1.00	1	each	1-way Chip seal marker with double clear protective cover.
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES - Chip Seal	\$0.85	1	each	Chip Seal Marker Removal As Directed by Engineer's Representative.

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Traffic Control				
Title	Unit Price	Qty	UofM	Description
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME) - Zone 1	\$50.00	1	day	Zone 1 (Phoenix metropolitan area out to Deer Valley Road to the north Pima Road alignment to the east Elliot Road alignment to the south Cotton Lane alignment to the west)
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME) - Zone 2	\$125.00	1	day	Zone 2 (Deer Valley alignment north to the county line Pima Road alignment east to the county line Elliot Road south to the SR238 alignment and Cotton Lane alignment west to the 339th Avenue alignment)
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME) - Zone 3	\$150.00	1	day	Zone 3 (West of 339th Avenue to the county line and south of SR238 to the county line)

Uniformed Off-Duty Officers / Vehicle (Minimum 4 Hours)				
Supplier	Regular Pay	Overtime Pay	Vehicle Hourly Rate	Description
roadsafe traffic systems	\$65.00	\$85.00	\$8.00	Please provide your hourly rate.

PRICING SHEET: NIGP 63066, 63166, 91276

Terms: NET 60 DAYS

Vendor Number: 2011001283 0

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2017.**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROADSAFE TRAFFIC SYSTEMS, INC.**

EXHIBIT C
Scope of Work

PROJECT

The City of Glendale is securing a qualified vendor to provide the installation of paint stripes and markings listed in Exhibit A for City streets on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROADSAFE TRAFFIC SYSTEMS INC.**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the Maricopa County Department of Transportation Contract No. 14097-S

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$49,000.

DETAILED PROJECT COMPENSATION

Paint stripes and markings on City streets on an as needed basis