

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ROADSAFE TRAFFIC SYSTEMS, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of September 9, 2015, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Roadsafe Traffic Systems, Inc., a Delaware corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Maricopa County, Arizona ("County") entered into Contract No. 11087-5 dated November 2, 2011, and amended on November 20, 2014, (collectively, the "County Contract"), for the Contractor to provide temporary traffic control services. A copy of the County Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the County Contract, at its discretion and with the agreement of the awarded Contractor, and the County Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the County Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with temporary traffic control services, as more particularly set forth in Section 2 below on an "as-required" basis (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 30, 2016, unless terminated as otherwise provided in this Agreement or the County Contract.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the County Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper

authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the County Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the County Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the County Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor for any costs incurred after receipt of Town notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Contractor an annual aggregate amount not to exceed \$29,000.00 for the Materials and Services at the unit rates set forth in the County Contract.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the County Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the County Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on

Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

8. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

9. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to Contractor: Roadsafe Traffic Systems, Inc.
3015 E. Illini Street
Phoenix, Arizona 85040
Attn: Bill Hengen

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURE PAGE ON FOLLOWING PAGES]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ROADSAFE TRAFFIC SYSTEMS, INC.

[County Contract]

See following pages.

SERIAL 11087 S TEMPORARY TRAFFIC CONTROL SERVICES

DATE OF LAST REVISION: November 20, 2014 CONTRACT END DATE: November 30, 2017

CONTRACT PERIOD THROUGH NOVEMBER 30, 2014-2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for TEMPORARY TRAFFIC CONTROL SERVICES

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 **November 02, 2011**.

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
 Larry Hall, MCDOT

(Please remove Serial 05096-S from your contract notebooks)

ACTION BARRICADE COMPANY LLC, P. O. BOX 11009 PHOENIX, AZ 85061

1.3.6	Traffic Cone, Reflectorized 28 Inches	\$0.25	1	day
1.3.7	Sand Bag	\$0.10	1	day
1.3.8	Flag	\$0.20	1	day
1.3.9	Arrow Boards	\$20.00	1	day
1.3.10	Temporary Traffic Barriers (Jersey Barriers)	\$0.10	1	linear foot
1.3.11	End Section(s) for above Barriers	\$24.00	1	day
1.3.12	Channelizing Drums	\$0.35	1	day
1.3.13	6 Foot Temporary Longitudinal Traffic Barriers, water filled (Jersey Type)	\$2.00	1	day
1.3.14	Portable Variable Message Signs, Three-Line	\$35.00	1	day
1.3.15	Temporary Traffic Barriers (Installation/Removal)	\$11.00	1	foot
1.4 PILOT CAR RENTAL WITH DRIVER				
1.4.1	Pilot Car w/Driver	\$55.00	1	hour
1.5 BARRICADE TRUCK RENTAL WITH DRIVER AND TRUCK MOUNTED ATTENUATOR				
1.5.1	Barricade Truck w/Driver	\$50.00	1	hour
1.5.2	Truck Mounted Attenuator w/Driver	\$65.00	1	hour
1.6 HOURLY RATES: FLAGGER, TRAFFIC CONTROL TECHNICIAN, TRAFFIC SUPERVISOR				
1.6.1	Flagger w/flagger paddle (Does not include truck)	\$38.00	1	hour
1.6.2	Traffic Control Technician Does not include truck	\$38.00	1	hour
1.7 PURCHASE AND INSTALLATION OF SUPPLIES				
1.7.1	2-Way Double-faced chip seal road markers, with double clear protective cover	\$2.00	1	each
1.7.2	2-Way Raised Pavement Marker, Blue (installed)	\$4.00	1	each
1.7.3	Flagger Paddle per MUTCD (most recent version)	\$1.50	1	each
1.7.4	1-way Chip seal marker with double clear protective cover	\$1.75	1	each
1.8 MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME)				
1.8.1	<u>Zone 1</u> (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)	\$55.00	1	day
1.8.2	<u>Zone 2</u> (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)	\$110.00	1	day
1.8.3	<u>Zone 3</u> (West of 339th Avenue to the county line and South of SR238 to the county line.)	\$165.00	1	day

ACTION BARRICADE COMPANY LLC, P. O. BOX 11009 PHOENIX, AZ 85061

ITEM NO.	DESCRIPTION	Unit	Regular Pay	Overtime Pay	Vehicle Hourly Rate	Vehicle Hourly Rate
1.9	UNIFORMED OFF-DUTY OFFICERS/VEHICLE (MINIMUM 4 HOURS)					
1.9.1	Avondale	HR	\$47.00	\$70.50	\$10.00	\$0.45
1.9.2	AZ Parks	HR	\$53.00	\$79.50	\$10.00	\$0.45
1.9.3	AZDPS	HR	\$58.00	\$87.00	\$10.00	\$0.45
1.9.4	Buckeye	HR	\$47.00	\$70.50	\$10.00	\$0.45
1.9.5	Chandler	HR	\$75.00	\$112.50	\$10.00	\$0.45
1.9.6	El Mirage	HR	\$47.00	\$70.50	\$10.00	\$0.45
1.9.7	Fountain Hills	HR	\$41.00	\$61.50	\$10.00	\$0.45
1.9.8	Gila River	HR	\$53.00	\$79.50	\$10.00	\$0.45
1.9.9	Gilbert	HR	\$82.00	\$123.00	\$10.00	\$0.45
1.9.10	Glendale	HR	\$48.00	\$72.00	\$10.00	\$0.45
1.9.11	Goodyear	HR	\$52.00	\$78.00	\$10.00	\$0.45
1.9.12	MCSO	HR	\$54.00	\$85.50	\$10.00	\$0.45
1.9.13	Mesa	HR	\$54.00	\$81.00	\$10.00	\$0.45
1.9.14	Peoria	HR	\$49.00	\$73.50	\$10.00	\$0.45
1.9.15	Phoenix	HR	\$47.00	\$70.50	\$10.00	\$0.45
1.9.16	Scottsdale	HR	\$47.00	\$70.50	\$10.00	\$0.45
1.9.17	Small Town	HR	\$47.00	\$70.50	\$10.00	\$0.45
1.9.18	Surprise	HR	\$47.00	\$70.50	\$10.00	\$0.45
1.9.19	Tempe	HR	\$54.00	\$81.00	\$10.00	\$0.45
1.9.20	Wickenburg	HR	\$51.00	\$76.50	\$10.00	\$0.45

PRICING SHEET: NIGP CODE 9817601, 98176

Vendor Number: 2011001288 0

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2014 2017.**

ROADSAFE TRAFFIC SYSTEMS, 3015 E ILLINI STREET, PHOENIX, AZ 85040

COMPANY NAME: Roadsafe Traffic Systems
 DOING BUSINESS AS (DBA) NAME: Roadsafe Traffic Systems
 MAILING ADDRESS: 3015 E Illini St. Phx, AZ 85040
 REMIT TO ADDRESS: 3015 E Illini St. Phx, AZ 85040
 TELEPHONE NUMBER: 602-243-1218
 FACSIMILE NUMBER: 602-243-3470
 WEB SITE: www.roadsafetraffic.com
 REPRESENTATIVE NAME: Luke Kotz
 REPRESENTATIVE TELEPHONE NUMBER: 602-243-1218
 REPRESENTATIVE E-MAIL: lkotz@roadsafetraffic.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES NO REBATE

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES NO

NET 30 DAYS 2% 10 DAYS NET 30 DAYS 5% 30 DAYS NET 31 DAYS

ITEM NO.	DISCRIPTION	UNIT PRICE	QTY	UNIT
1.1	SIGNS			
1.1.1	Large Sign 48" x 48" (2304 Sq. In.) or Larger	\$1.75	1	day
1.1.2	Medium Sign 36" x 36" (1296-2303 Sq. In.)	\$1.00	1	day
1.1.3	Small Sign 24" x 24" (576 -1295 Sq. In.)	\$0.75	1	day
1.2	WARNING LIGHTS (FLASHERS)			
1.2.1	Type A Low Intensity Flashing warning light	\$0.25	1	day
1.2.2	Type B High Intensity Flashing warning light	\$1.00	1	day
1.2.3	Type C Low Intensity Steady Burn warning light	\$0.25	1	day
1.2.4	Type D 360 Degree Steady Burn warning light	\$3.50	1	day
1.3	BARRICADES, CONES, MISCELLANEOUS			
1.3.1	Type I Barricade -Vertical Panel	\$0.50	1	day
1.3.2	Type II Barricade	\$0.50	1	day
1.3.3	Type III Barricade	\$1.00	1	day
1.3.4	Portable Sign Stand (spring stand)	\$1.50	1	day

ROADSAFE TRAFFIC SYSTEMS, 3015 E ILLINI STREET, PHOENIX, AZ 85040

1.3.5	Traffic Cone, Non-Reflectorized 28"	\$0.50	1	day
1.3.6	Traffic Cone, Reflectorized 28 Inches	\$0.75	1	day
1.3.7	Sand Bag	\$0.50	1	day
1.3.8	Flag	\$1.00	1	day
1.3.9	Arrow Boards	\$20.00	1	day
1.3.10	Temporary Traffic Barriers (Jersey Barriers)	\$0.15	1	linear foot
1.3.11	End Section(s) for above Barriers	\$285.00	1	day
1.3.12	Channelizing Drums	\$2.00	1	day
1.3.13	6 Foot Temporary Longitudinal Traffic Barriers, water filled (Jersey Type)	\$2.50	1	day
1.3.14	Portable Variable Message Signs, Three-Line	\$55.00	1	day
1.3.15	Temporary Traffic Barriers (Installation/Removal)	\$12.00	1	foot
1.4 PILOT CAR RENTAL WITH DRIVER				
1.4.1	Pilot Car w/Driver	\$50.00	1	hour
1.5 BARRICADE TRUCK RENTAL WITH DRIVER AND TRUCK MOUNTED ATTENUATOR				
1.5.1	Barricade Truck w/Driver	\$50.00	1	hour
1.5.2	Truck Mounted Attenuator w/Driver	\$65.00	1	hour
1.6 HOURLY RATES: FLAGGER, TRAFFIC CONTROL TECHNICIAN, TRAFFIC SUPERVISOR				
1.6.1	Flagger w/flagger paddle (Does not include truck)	\$36.00	1	hour
1.6.2	Traffic Control Technician Does not include truck	\$36.00	1	hour
1.7 PURCHASE AND INSTALLATION OF SUPPLIES				
1.7.1	2-Way Double-faced chip seal road markers, with double clear protective cover	\$2.00	1	each
1.7.2	2-Way Raised Pavement Marker, Blue (installed)	\$2.50	1	each
1.7.3	Flagger Paddle per MUTCD (most recent version)	\$25.00	1	each
1.7.4	1-way Chip seal marker with double clear protective cover	\$2.00	1	each
1.8 MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME)				
1.8.1	<u>Zone 1</u> (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)	\$50.00	1	day
1.8.2	<u>Zone 2</u> (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)	\$125.00	1	day
1.8.3	<u>Zone 3</u> (West of 339th Avenue to the county line and South of SR238 to the county line.)	\$150.00	1	day

ROADSAFE TRAFFIC SYSTEMS, 3015 E ILLINI STREET, PHOENIX, AZ 85040

ITEM NO.	DESCRIPTION	Unit	Regular Pay	Overtime Pay	Vehicle Hourly Rate	Vehicle Hourly Rate
1.9	UNIFORMED OFF-DUTY OFFICERS/VEHICLE (MINIMUM 4 HOURS)					
1.9.1	Avondale	HR	\$48.00	\$85.00	\$55.00	\$0.50
1.9.2	AZ Parks	HR	\$48.00	\$80.00	\$55.00	\$0.50
1.9.3	AZDPS	HR	\$60.00	\$80.00	\$67.00	\$0.50
1.9.4	Buckeye	HR	\$48.00	\$80.00	\$55.00	\$0.50
1.9.5	Chandler	HR	\$82.05	\$80.00	\$89.05	\$0.50
1.9.6	El Mirage	HR	\$48.00	\$80.00	\$55.00	\$0.50
1.9.7	Fountain Hills	HR	\$48.00	\$80.00	\$55.00	\$0.50
1.9.8	Gila River	HR	\$48.00	\$80.00	\$55.00	\$0.50
1.9.9	Gilbert	HR	\$72.00	\$80.00	\$72.00	\$0.50
1.9.10	Glendale	HR	\$48.00	\$80.00	\$55.00	\$0.50
1.9.11	Goodyear	HR	\$48.00	\$80.00	\$55.00	\$0.50
1.9.12	MCSO	HR	\$48.00	\$80.00	\$55.00	\$0.50
1.9.13	Mesa	HR	\$48.00	\$80.00	\$55.00	\$0.50
1.9.14	Peoria	HR	\$48.00	\$80.00	\$55.00	\$0.50
1.9.15	Phoenix	HR	\$48.00	\$80.00	\$55.00	\$0.50
1.9.16	Scottsdale	HR	\$48.00	\$80.00	\$48.00	\$0.50
1.9.17	Small Town	HR	\$48.00		\$55.00	\$0.50
1.9.18	Surprise	HR	\$48.00	\$80.00	\$55.00	\$0.50
1.9.19	Tempe	HR	\$85.50	\$92.50	\$92.50	\$0.50
1.9.20	Wickenburg	HR	\$48.00	\$80.00	\$55.00	\$0.50

PRICING SHEET: NIGP CODE 98176

Vendor Number: 2011001283 0

Certificates of Insurance Required

Contract Period: To cover the period ending November 30, 2014 2017.

TEMPORARY TRAFFIC CONTROL SERVICES**1.0 INTENT:**

The intent of this solicitation is to establish a contract for Temporary Traffic Control Services. This pricing agreement is for providing personnel and equipment for on-call barricade service in support of the Maricopa County Department Of Transportation (MCDOT) projects. This service is to be authorized by Purchase Order only. Multiple awards may be made to meet the requirements of the County. Certain related products shall be purchased on this contract.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.21 and 2.22, 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 DESCRIPTION:**

The service shall consist of providing temporary traffic control services in support of County maintenance and repair operations using Contractor furnished equipment and labor on an as needed basis. The Contractor shall furnish all labor, materials, services, insurance and equipment necessary for the delivery, placement, maintenance, removal of temporary traffic control equipment, as well as labor for temporary traffic control purposes as set forth in these specifications.

2.2 TRAFFIC CONTROL MATERIAL AND LABOR:

2.2.1 The specific layout and setup of traffic control shall be governed by these specifications; Manual on Uniform Traffic Control Devices (MUTCD) (see item 2.5), and/or MCDOT pre-approved traffic control plans. The Contractor shall be provided with a list of personnel authorized to order services. The Contractor shall be furnished written documentation of specific projects, and expected dates of operation and shall respond within seven (7) days to indicate their willingness to accept the project. Contractor shall be responsible to prepare specific traffic plans, which shall be approved in advance by MCDOT. If the Primary Contractor is unwilling or unable to accept the specific project, the project shall be awarded to the Secondary Contractor. Changes in traffic control plans or procedures may be authorized if substitute method of operation and set up supporting work is accepted by MCDOT. The County may utilize typical traffic control plans during the term of this contract and such plans will be provided to the Contractor

2.2.1.1 MOBILIZATION & DEMOBILIZATION (TRAVEL TIME)

There are three (3) zones for mobilization & demobilization, this is driving time to and from job sites through out Maricopa County. See Attachment A, Pricing Page, item 1.8 for the three (3) zones.

2.2.2 The Contractor's Foreman shall be an ATSSA Certified Traffic Control Technician. A list of certified personnel shall be provided to the MCDOT Engineer prior to the beginning of any project. (The Contractor shall only utilize personnel who are Certified flaggers.) Flaggers shall be certified by IMSA, ATSSA, LTAP or other approved sources.

2.2.3 Existing signs conflicting with construction signing shall be covered. Centerline vertical panels with appropriate "Keep Right" signing shall be installed if required by MCDOT. Two sand bags shall be required on all portable signs and vertical panels, if more are required due to weather conditions, they will be provided at no charge to the County.

- 2.2.4 The County may provide one (1) operational portable communications radio for the Contractor's Foreman use. Contractor shall replace radio if lost or damaged by Contractor.
- 2.2.5 The Contractor shall pick up and remove signs, barricades, channels and other devices within twenty four (24) hours of notification and all covered signs shall be restored.
- 2.2.6 The contractor shall maintain a log of all requests for service. The log shall include name of requestor, date, time, and the required action to include:
- 2.2.6.1 Initial requests for signing.
 - 2.2.6.2 Any additions or changes in signing.
 - 2.2.6.3 The road segment being signed and traffic control requested.
- 2.2.7 The Contractor shall inspect and maintain all contractor installed portable traffic control devices at least once during each twenty-four (24) hour period. More frequent intervals of inspection and maintenance shall be made during periods of high winds or in areas where there is a continuing problem in maintaining the signs. Reports of all inspections with deficiencies shall be required and reported daily to the MCDOT.
- 2.2.8 The Contractor shall provide qualified supervision of all crews during the performance of the service. Supervisors and flaggers/laborers must be able to converse in the English language, and shall be authorized by the Contractor to receive and carry out directives issued by the MCDOT.
- 2.2.9 Portable Variable Message Signs; the message display shall utilize Light Emitting Diodes (LED's), Flip-Disk, Flip-Disk/Hybrid or LED/Shuttered pixel for all matrix types (character, line and full).
- 2.2.10 All signs shall be NCFRP compliant, meet the requirements of the MCDOT Supplement to MAG, and the MCDOT Sign/Barricade Manual(s).
- 2.2.11 PILOT CAR WITH DRIVER
- Shall be ½ to one-ton truck with high-intensity rotating, flashing, oscillating, or strobe light and conspicuous location on the rear of vehicle to mount PILOT CAR FOLLOW ME (G20-4).
- 2.2.12 BARRICADE TRUCK WITH DRIVER
- Shall be a one (1) ton to one-and-one-half (1-1/2) ton truck capable of transporting all signs, delineators, cones, channels, flagging supplies, double-faced flexible road markers with a double clear protector tab, portable radios and other signing supplies required for the day's activity The truck shall be equipped with high-intensity rotating, flashing, oscillating, or strobe light and variable message board. If the Contractor is unable to provide delivery and layout within the specified time, immediate notification will be made to the MCDOT Engineer.
- 2.2.13 TRUCK MOUNTED ATTENUATORS
- Truck-mounted attenuators shall be energy-absorbing devices attached to the rear of trucks and shall be used in accordance MUTCD Section 6F.82.
- 2.2.14 UNIFORMED OFF-DUTY OFFICER(S):
- The Contractor shall provide when requested by MCDOT State of Arizona Sworn uniformed off-duty officer(s) for temporary traffic control presence. Fully equipped vehicle may be required when requested by MCDOT.

2.3 CHIP SEAL MARKERS:

2.3.1 Chip Seal Marker, covered, 2-way yellow, Davidson TPRM-Y2 or equal.

2.3.2 Chip Seal Marker, covered, 1-way white, Davidson TPRM-W1 or equal.

2.4 INSTALLATION CONFLICTS:

In the event that MCDOT Highway Operations Engineer or his designee and the Contractor cannot agree on the proper traffic control or barricade installation, the judgment of the MCDOT Engineer or his designee shall prevail. The Contractor may request arbitration by the MCDOT Engineer. The Contractor shall comply with the decisions made by the MCDOT Engineer as a result of such arbitration.

2.5 REPORTS:

Daily work sheets and a daily detailed listing of all the roads under signing shall be provided to the MCDOT Engineer. The report shall include the date signing was set up, the number and type of devices used for each mile, the date and time inspections were conducted, the date and time signing was removed (or the work that is continuing). The Contractor and the MCDOT engineer shall sign the report daily.

2.6 STANDARDS:

All equipment, signs, barricades and lighting devices shall be NCHRP-350 compliant, to the most current Federal Highway Administration MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES for streets and highways and all other polices or regulations on traffic control adopted by MCDOT.

2.7 COUNTY SIGNING:

The County reserves the right to provide, install or set up construction signing and barricading as deemed necessary with County forces or by the Secondary Contractor if adequate materials and personnel can not be supplied by the Contractor.

2.8 DAMAGED, STOLEN OR LOST SIGNING:

All lost, stolen or damaged devices shall be immediately replaced by the Contractor or removed from the rental equipment listing upon notification by a MCDOT representative. MCDOT will make rental payments only for equipment that is physically used on projects and in acceptable working order. Contractor shall not be reimbursed by MCDOT for the replacement value of lost or stolen equipment.

2.9 DISPATCH CENTER:

The Contractor shall provide and maintain a manned twenty-four (24) hour dispatch center with an operational radio net and telephone to provide emergency service. The dispatch center must have at its disposal a sufficient number of trucks, men and equipment to respond to requests and initiate mobilization for service within two (2) hours, including nights, weekends and holidays. During active road maintenance operations, the men and equipment shall respond and mobilize within one (1) hour for the daily scheduled service.

2.10 SAFETY REQUIREMENTS:

The Contractor shall adhere to all applicable OSHA, industry and local government safety procedures, rules and regulations. The Contractor shall train its personnel in appropriate safety standards relating to the performance of services described in these Technical Specifications.

2.11 INSPECTIONS:

The County reserves the right to inspect each bidder's equipment and review their application procedures prior to contract award.

2.12 QUALIFICATION OF BIDDERS:

CONTRACTOR shall have minimum of five (5) years of experience. Only firms experienced in the processes of road construction/maintenance traffic control and barricading renting will be considered for contract award.

2.13 LICENSES AND PERMITS:

The CONTRACTOR shall, at its expense, procure all necessary licenses and permits relating to Contractors operation in connection with the services described in these Technical Specifications.

2.14 PROTECTION OF PUBLIC AND PRIVATE PROPERTY:

The contractor shall exercise prudent caution to protect pedestrian and vehicular traffic. Contractor shall further avoid causing damage to public and private property. If in the opinion of the MCDOT representative, the Contractor engages in a hazardous practice, Contractor shall cease such activity immediately after verbal or written notification by the MCDOT representative.

2.15 BILLING:

The billing for services shall follow the daily report format and include a listing by road segments specified by the MCDOT Engineer W.O. number. Included with this will be the date and time, whether it was installation or removal, what type of activity (i.e. flagging, signing, inspection, etc.), what type of activity that the work is supporting (i.e. Chip Seal, Sweeping or Flushing), truck numbers of vehicles physically on the work site and the employee identification numbers for those employees physically on the work site. Signed daily work sheets shall be used to verify billing.

2.16 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. 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.

2.17 USAGE REPORT:

The Contractor upon request 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.

2.18 INVOICES AND PAYMENTS:

2.18.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. Invoices shall be Via e-mailed to MCDOT representative no later than each Wednesday, 11:00am for previous weeks setups. 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
- 2.18.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.18.3 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 (www.maricopa.gov/finance/vendors).
- 2.18.4 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.
- 2.19 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.
- 2.20 FUEL COST PRICE ADJUSTMENT:
- 2.20.1 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.
- 2.20.2 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.
- 2.20.3 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.
- 2.20.4 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).

- 2.20.5 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.
- 2.20.6 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/>
- 2.20.7 The computation of the fuel surcharge amount shall be determined as follows:
 - 2.20.7.1 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.
 - 2.20.7.2 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.
 - 2.20.7.3 The surcharge shall be added as a separate line item to the invoice.

2.21 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 so state** 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.

2.22 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 three (3) 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 Three (3) 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. 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, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, 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 **Certificates of Insurance.**
- 3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements 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 identify this contract number and title.

3.5.12.2 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.

3.5.12.3 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.

3.5.13 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, or 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:

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.

3.16 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:

In accordance with section MCI 367 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.

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.

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 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.

3.20 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.

3.21 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.

3.22 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 ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

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

3.22.1 **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,**

3.22.2 **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.

3.23 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 ALTERNATIVE DISPUTE RESOLUTION:

3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.24.1.1 Render a decision;

3.24.1.2 Notify the parties that the exhibits are available for retrieval; and

3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.24.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.25.1 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.

3.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.26.1 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.

~~3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. 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.~~

~~3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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.~~

3.27 CONTRACTOR LICENSE REQUIREMENT:

3.27.1 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.

3.27.2 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.

3.28 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.

3.29 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.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ROADSAFE TRAFFIC SYSTEMS, INC.

[Work Orders]

See following pages (to be attached subsequent to execution).