

**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 March 6, 2018, 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 # 180126-S, effective February 1, 2018, (the “County Contract”), attached as Exhibit 1, with the Contractor for temporary traffic control services.

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 professional event equipment rentals and related services, as more particularly set forth in Section 2 below (the “Goods and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Goods and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 January 20, 2020. The Agreement may be terminated prior to its termination date as otherwise provided in this Agreement or the County Contract.

2. Scope of Work. The scope of work for this Agreement is set forth in the County Contract, incorporated by this reference. Changes to the Scope of Work must be agreed upon by the parties in a written change order (“Change Order”). Each Change 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 2 and incorporated herein by reference. Change Orders submitted without referencing this Agreement and the County Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Goods and Services are subject to final inspection and acceptance by the Town. Upon discovery of non-conforming Goods and Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Service into compliance and withhold the cost of same from any payments due to the Contractor.

3. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$30,000 per year, and a maximum amount of \$60,000 over the term of the Agreement, for the Goods and Services.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Goods and Services performed and completed to date pursuant to the Scope of Work, 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. Contractor's invoices for each task shall not exceed the amount set forth in the Proposal and County Contract. 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. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

9. 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.

10. 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 against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, the County Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the County Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the County Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the County Contract, the Town shall be afforded all of the rights and privileges afforded to County and shall be “County” (as defined in the County Contract) for the purposes of the portions of the County Contract that are incorporated herein by reference.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to County to the extent provided under the County Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Grady E. Miller, Town Manager

With copy to: Dickinson Wright PLLC
1850 North Central Avenue Suite 1400
Phoenix, Arizona, 85004
Attn: Fredda Bisman

If to Contractor: Roadsafe Traffic Systems, Inc.
3015 East 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 (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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.

[SIGNATURES ON FOLLOWING PAGES]

“Contractor”

ROADSAFE TRAFFIC SYSTEMS INC.

By: *Bill Hengen*

Name: *Bill Hengen*

Its: *Branch Mgr.*

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On *Feb 15*, 2018, before me personally appeared *Bill Hengen*, the *Branch Mgr.* of Roadsafe Traffic Systems, Inc., a Delaware corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of Roadsafe Traffic Systems Inc.

Rosalyn Dobbin
Notary Public

(Affix notary seal here)

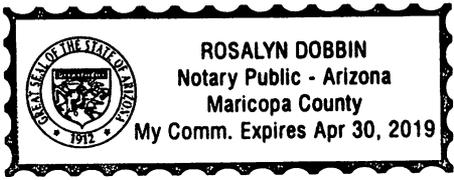


EXHIBIT 1
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ROADSAFE TRAFFIC SYSTEMS INC.

[COUNTY CONTRACT]

See following pages.

SERIAL 180126-S TEMPORARY TRAFFIC CONTROL SERVICES

DATE OF LAST REVISION: January 25, 2018

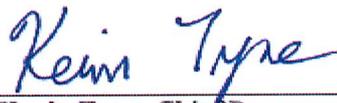
CONTRACT END DATE: January 31, 2020

CONTRACT PERIOD THROUGH January 31, 2020

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 **January 25, 2018 (Eff. 2/1/2018)**.

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.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BG/mm
Attach

Copy to: Office of Procurement Services
 Martie Harrell, MCDOT

(Please remove Serial 11087-S from your contract notebooks)

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

COMPANY NAME: RoadSafe Traffic Systems, Inc.
 DOING BUSINESS AS (dba):
 MAILING ADDRESS: 3015 East Illini St
 REMIT TO ADDRESS: Phoenix, AZ 85040
 TELEPHONE NUMBER: 602-243-1218
 FAX NUMBER: 602-243-3470
 WWW ADDRESS: www.roadsafetraffic.com
 REPRESENTATIVE NAME: Jeff Meirick
 REPRESENTATIVE TELEPHONE NUMBER: 480-352-3710
 REPRESENTATIVE EMAIL ADDRESS: jmeirick@roadsafetraffic.com
 COMPANY NAME: RoadSafe Traffic Systems, Inc.

	<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 checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> NET 30 DAYS			

QUATERNARY**Lot: SIGNS**

Item	Est. Annual Rental Units	Unit	Price	Total
Large Sign 48" x 48" (2304 Sq. In.) or Larger	3000	day	\$1.75	\$5,250.00
Medium Sign 36" x 36" (1296-2303 Sq. In.)	4000	day	\$1.00	\$4,000.00
Small Sign 24" x 24" (576 -1295 Sq. In.)	4000	day	\$0.75	\$3,000.00

Lot: WARNING LIGHTS (FLASHERS)

Item	Est. Annual Rental Units	Unit	Price	Total
Type A Low Intensity Flashing warning light	1000	day	\$0.25	\$250.00
Type B High Intensity Flashing warning light	5000	day	\$1.00	\$5,000.00
Type C Low Intensity Steady Burn warning light	10000	day	\$0.25	\$2,500.00
Type D 360 Degree Steady Burn warning light	10	day	\$3.50	\$35.00

Lot: BARRICADES CONES MISCELLANEOUS

Item	Est. Annual Rental Units	Unit	Price	Total
Type I Barricade -Vertical Panel	1000	day	\$0.50	\$500.00
Type II Barricade	9000	day	\$0.50	\$4,500.00
Type III Barricade	700	day	\$1.00	\$700.00
Portable Sign Stand (spring stand)	750	day	\$1.50	\$1,125.00
Traffic Cone Non-Reflectorized 28"	5000	day	\$0.50	\$2,500.00
Traffic Cone Reflectorized 28 Inches		day	\$0.50	\$0.50
Sand Bag	10000	day	\$0.50	\$5,000.00
Flag	2000	day	\$1.00	\$2,000.00
Arrow Boards	50	day	\$20.00	\$1,000.00

ROADSAFE TRAFFIC SYSTEMS, INC.

Item	Est. Annual Rental Units	Unit	Price	Total
Temporary Traffic Barriers (Jersey Barriers)	100	linear foot	\$0.15	\$15.00
End Section(s) for above Barriers		day	\$285.00	\$285.00
Channelizing Drums		day	\$2.00	\$2.00
6 Foot Temporary Longitudinal Traffic Barriers water filled (Jersey Type)	100	day	\$2.50	\$250.00
Portable Variable Message Signs Three-Line	50	day	\$55.00	\$2,750.00
Temporary Traffic Barriers (Installation/Removal)		foot	\$12.00	\$12.00

Lot: PILOT CAR RENTAL WITH DRIVER

Item	Est. Annual Rental Units	Unit	Price	Total
Pilot Car w/Driver	2000	hr	\$50.00	\$100,000.00

Lot: BARRICADE TRUCK RENTAL WITH DRIVER AND TRUCK MOUNTED ATTENUATOR

Item	Est. Annual Rental Units	Unit	Price	Total
Barricade Truck w/Driver	5600	hr	\$55.00	\$308,000.00
Truck Mounted Attenuator w/Driver	25	hr	\$65.00	\$1,625.00

Lot: HOURLY RATES: FLAGGER TRAFFIC CONTROL TECHNICIAN TRAFFIC SUPERVISOR

Item	Est. Annual Rental Units	Unit	Price	Total
Flagger w/flagger paddle (Does not include truck)	5820	hr	\$38.00	\$221,160.00
Traffic Control Technician Does not include truck	2800	hr	\$38.00	\$106,400.00

Lot: PURCHASE AND INSTALLATION OF SUPPLIES

Item	Est. Annual Rental Units	Unit	Price	Total
2-Way Double-faced chip seal road markers with double clear protective cover	10500	each	\$2.00	\$21,000.00
2-Way Raised Pavement Marker Blue (installed)		each	\$2.50	\$2.50
1-way Chip seal marker with double clear protective cover	3000	each	\$2.00	\$6,000.00

Lot: MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME)

Item	Est. Annual Rental Units	Unit	Price	Total
Zone 1	1	day	\$75.00	\$75.00
Zone 2	1	day	\$125.00	\$125.00
Zone 3	1	day	\$150.00	\$150.00

ROADSAFE TRAFFIC SYSTEMS, INC.**Lot: UNIFORMED OFF-DUTY OFFICERS/VEHICLE (MINIMUM 4 HOURS) -
Normal Hours**

Item	Est. Annual Rental		Price	Extended
	Units	Unit		
AZDPS	4	hour	\$66.00	\$264.00
MCSO	4	hour	\$72.00	\$288.00
Phoenix	4	hour	\$62.00	\$248.00
Mesa	4	hour	\$73.00	\$292.00
Glendale	4	hour	\$62.00	\$248.00
Gilbert	4	hour	\$85.00	\$340.00
Scottsdale	4	hour	\$70.00	\$280.00
Tempe	4	hour	\$92.00	\$368.00
Peoria	4	hour	\$62.00	\$248.00
Goodyear	4	hour	\$67.00	\$268.00
Wickenburg	4	hour	\$62.00	\$248.00
Fountain Hills	4	hour	\$73.00	\$292.00
Chandler	4	hour	\$88.00	\$352.00
Buckeye	4	hour	\$62.00	\$248.00
El Mirage	4	hour	\$62.00	\$248.00
Surprise	4	hour	\$76.00	\$304.00
Avondale	4	hour	\$62.00	\$248.00
Gila River	4	hour	\$62.00	\$248.00
AZ Parks	4	hour	\$62.00	\$248.00
Small Town	4	hour	\$62.00	\$248.00

**Lot: UNIFORMED OFF-DUTY OFFICERS/VEHICLE (MINIMUM 4 HOURS) -
Overtime**

AZDPS	1	hour	\$99.00	\$99.00
MCSO	1	hour	\$123.00	\$123.00
Phoenix	1	hour	\$93.00	\$93.00
Mesa	1	hour	\$109.50	\$109.50
Glendale	1	hour	\$93.00	\$93.00
Gilbert	1	hour	\$127.50	\$127.50
Scottsdale	1	hour	\$105.00	\$105.00
Tempe	1	hour	\$138.00	\$138.00
Peoria	1	hour	\$93.00	\$93.00
Goodyear	1	hour	\$100.50	\$100.50
Wickenburg	1	hour	\$93.00	\$93.00
Fountain Hills	1	hour	\$109.50	\$109.50
Chandler	1	hour	\$133.50	\$133.50
Buckeye	1	hour	\$93.00	\$93.00
El Mirage	1	hour	\$93.00	\$93.00
Surprise	1	hour	\$114.00	\$114.00
Avondale	1	hour	\$93.00	\$93.00

ROADSAFE TRAFFIC SYSTEMS, INC.

Item	Est. Annual Rental		Price	Extended
	Units	Unit		
Gila River	1	hour	\$93.00	\$93.00
AZ Parks	1	hour	\$93.00	\$93.00
Small Town	1	hour	\$93.00	\$93.00

**Lot: UNIFORMED OFF-DUTY OFFICERS/VEHICLE (MINIMUM 4 HOURS) -
Vehicle Hourly Rate**

AZDPS	1	hour	\$15.00	\$15.00
MCSO	1	hour	\$8.00	\$8.00
Phoenix	1	hour	\$8.00	\$8.00
Mesa	1	hour	\$8.00	\$8.00
Glendale	1	hour	\$8.00	\$8.00
Gilbert	1	hour	\$8.00	\$8.00
Scottsdale	1	hour	\$8.00	\$8.00
Tempe	1	hour	\$8.00	\$8.00
Peoria	1	hour	\$8.00	\$8.00
Goodyear	1	hour	\$8.00	\$8.00
Wickenburg	1	hour	\$8.00	\$8.00
Fountain Hills	1	hour	\$8.00	\$8.00
Chandler	1	hour	\$8.00	\$8.00
Buckeye	1	hour	\$8.00	\$8.00
El Mirage	1	hour	\$8.00	\$8.00
Surprise	1	hour	\$8.00	\$8.00
Avondale	1	hour	\$8.00	\$8.00
Gila River	1	hour	\$8.00	\$8.00
AZ Parks	1	hour	\$8.00	\$8.00
Small Town	1	hour	\$8.00	\$8.00

**Lot: UNIFORMED OFF-DUTY
OFFICERS/VEHICLE (MINIMUM 4 HOURS) -
Milage**

AZDPS	1	mile	\$0.50	\$0.50
MCSO	1	mile	\$0.50	\$0.50
Phoenix	1	mile	\$0.50	\$0.50
Mesa	1	mile	\$0.50	\$0.50
Glendale	1	mile	\$0.50	\$0.50
Gilbert	1	mile	\$0.50	\$0.50
Scottsdale	1	mile	\$0.50	\$0.50
Tempe	1	mile	\$0.50	\$0.50
Peoria	1	mile	\$0.50	\$0.50
Goodyear	1	mile	\$0.50	\$0.50
Wickenburg	1	mile	\$0.50	\$0.50
Fountain Hills	1	mile	\$0.50	\$0.50
Chandler	1	mile	\$0.50	\$0.50
Buckeye	1	mile	\$0.50	\$0.50

ROADSAFE TRAFFIC SYSTEMS, INC.

<u>Item</u>	<u>Est. Annual Rental Units</u>	<u>Unit</u>	<u>Price</u>	<u>Extended</u>
El Mirage	1	mile	\$0.50	\$0.50
Surprise	1	mile	\$0.50	\$0.50
Avondale	1	mile	\$0.50	\$0.50
Gila River	1	mile	\$0.50	\$0.50
AZ Parks	1	mile	\$0.50	\$0.50
Small Town	1	mile	\$0.50	\$0.50

PRICING SHEET: NIGP CODE 968-84

Terms: NET 30

Vendor Number: VC0000002511

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2020.**

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

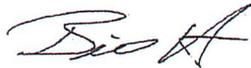
BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND STANDARD CONTRACT'S TERMS AND CONDITIONS LOCATED AT <https://www.maricopa.gov/DocumentCenter/View/6453> AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

_____ Small Business Enterprise (SBE)

RoadSafe Traffic Systems Inc
RESPONDENT (FIRM) SUBMITTING PROPOSAL

26-1084418 FEDERAL TAX ID NUMBER 461615 DUNS #

Bill Hengen Branch Manager
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

3015 E Illini St
ADDRESS

602-243-1218 TELEPHONE 602-243-3470 FAX #

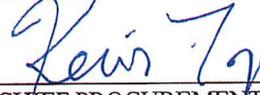
Phoenix, AZ. 85040
CITY STATE ZIP

01/23/2018
DATE

WEB SITE: www.roadsafetraffic.com

EMAIL ADDRESS: bhengen@roadsafetraffic.com

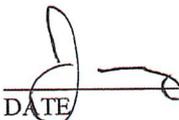
MARICOPA COUNTY, ARIZONA

BY: 
CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

January 31, 2018
DATE

APPROVED AS TO FORM:


DEPUTY COUNTY ATTORNEY

 29, 2018
DATE

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. Certain related products shall be purchased on this contract

Maricopa County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.7 and 3.8, 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 SPECIFICATIONS:

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) calendar 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 throughout Maricopa County. The charge will be one (1) time per day to include both mobilization and demobilization. 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, or the latest revision of.

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 (including the name of the traffic control tech and MCDOT inspector), 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 policies 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 cannot 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 verified by the MCDOT. 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.

3.0 PURCHASING REQUIREMENTS:

3.1 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request 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.

3.2 INVOICES AND PAYMENTS:

3.2.1 The Contractor shall submit one (1) legible copies of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. 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 or
- 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

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

3.2.3 Payment shall only 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>.

3.2.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.2.5 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.

3.3 APPLICABLE TAXES:

3.3.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.3.2 State and Local Transaction Privilege Taxes: To the extent any State and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.3.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations, and any other costs including; transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

3.4 TAX (SERVICES):

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.5 PERFORMANCE:

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

3.6 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.

3.7 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 bid. 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 bid.

3.8 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.

3.9 VOLUNTARY EMPLOYEE DISCOUNTS:

3.9.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.9.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

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

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence 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 sixty (60) calendar days prior to the expiration of the original contract term.

4.3 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.4 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. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the Contract. The new change shall not be in effect until the date stipulated on the Contract.

4.5 FUEL COST PRICE ADJUSTMENT:

- 4.5.1 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.
- 4.5.2 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.
- 4.5.3 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.
- 4.5.4 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 bids 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).
- 4.5.5 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. Any cost adjustment will be calculated by the County by using the bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).

4.5.6 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/>

4.5.7 The computation of the fuel surcharge amount shall be determined as follows:

4.5.7.1 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.

4.5.7.2 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.

4.5.7.3 The surcharge shall be added as a separate line item to the invoice.

4.6 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

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

4.7 INSURANCE:

4.7.1 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.

4.7.2 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.

- 4.7.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 4.7.4 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.
- 4.7.5 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.
- 4.7.6 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.
- 4.7.7 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.

4.7.8 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.7.9 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 \$1,000,000 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 or use or maintenance of the Premises under this Contract.

4.7.10 Workers' Compensation:

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.

Contractor, its contractors and its subcontractors waive all rights against Contract 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, its contractors and its subcontractors pursuant to this Contract.

4.7.11 Certificates of Insurance:

4.7.11.1 Prior to Contract **AWARD**, 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.

4.7.11.2 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.

4.7.11.3 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.

4.7.12 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to the Procurement Officer noted in the solicitation.

4.8 ORDERING AUTHORITY:

4.8.1 Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.9 REQUIREMENTS CONTRACT:

4.9.1 This Contract does not guarantee any minimum or maximum purchases will be made. If purchases are made for the materials or requirement contained in the Contract, they will be purchased from the Contractor awarded that line item. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

4.9.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

4.10 PURCHASE ORDERS:

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 for actual and documentable costs incurred by the Contractor in response to 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.

4.11 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.12 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either:

- 4.12.1 Cancel the stop-work order; or
- 4.12.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this Contract.
- 4.12.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or Contract price, or otherwise, and the Contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.13 TERMINATION FOR CONVENIENCE:

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

4.14 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 4.14.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.14.2 Make progress, so as to endanger performance of this contract; or
- 4.14.3 Perform any of the other provisions of this contract.

The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.15 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.

4.16 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.

4.17 SUBCONTRACTING:

4.17.1 The Contractor may not assign to another Contractor 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.

4.17.2 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.

4.18 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.

4.19 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services 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 Contract price. If additional services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

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

4.20.1 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.

4.20.2 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.

4.21 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. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to 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.

4.22 VALIDITY:

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

4.23 SEVERABILITY:

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

4.24 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.

4.25 RELATIONSHIPS:

4.25.1 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.25.2 The County reserves the right of final approval on proposed staff. 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.

4.26 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.27 ISRAEL BOYCOTT:

By submitting this proposal the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq.*

4.28 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.28.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, its current officers and directors;

4.28.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;

4.28.1.2 have not within 3-year period preceding this Contract:

4.28.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and

4.28.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

4.28.1.2.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a 3-year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.

4.28.1.2.4 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

4.28.2 The Contractor shall 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. If this clause is applicable to a subcontractor, the Contractor shall include the information required by this clause with their bid.

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

4.29.1 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.

4.29.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.29.1 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.

4.30 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS:

4.30.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

4.30.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

4.30.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

4.31 CONTRACTOR LICENSE REQUIREMENT:

4.31.1 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.

4.32 INFLUENCE:

As prescribed in MC1-1203 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:

4.32.1 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,

4.32.2 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.

4.33 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.

4.34 CONFIDENTIALITY:

In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a proposal to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge or disseminate to any third-party-persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.

4.35 PUBLIC RECORDS:

Under Arizona law, all bids 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 and copying after Contract award and execution, except for such Bids or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If a Bidder believes that information in its bid or any resulting Contract should not be released in response to a public record request under Arizona law, the bidder shall indicate the specific information deemed confidential or proprietary and submit a statement with its bid detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure.

4.36 UNIFORM ADMINISTRATIVE REQUIREMENTS:

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

4.37 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

EXHIBIT 2
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ROADSAFE TRAFFIC SYSTEMS INC.

[CHANGE ORDERS]

See following pages.