

SERIAL 13118 C HIGHWAY STRIPER TRUCK

DATE OF LAST REVISION: September 18, 2015

CONTRACT END DATE: October 31, 2017

CONTRACT PERIOD THROUGH OCTOBER 31, ~~2014~~ 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **HIGHWAY STRIPER TRUCK**

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 **October 31, 2013**.

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/mm
Attach

Copy to: Office of Procurement Services
 Gidget Vigil, Equipment Services

**VOGEL TRAFFIC SERVICES INC. DBA: EZ-LINER INDUSTRIES 1920 ALBANY PL. SE BOX 140
ORANGE CITY, IOWA 51041**

Attachment A

COMPANY NAME: Vogel Traffic Services Inc.
 DOING BUSINESS AS (DBA) NAME: EZ-Liner Industries
 MAILING ADDRESS: PO Box 140, Orange City, Iowa 51041
 REMIT TO ADDRESS: PO Box 140, Orange City, Iowa 51041
 TELEPHONE NUMBER: 712-737-4016 ext. 11908
 FACSIMILE NUMBER: 712-737-4148
 WEB SITE: www.ezliner.com
 REPRESENTATIVE NAME: Steve Smit Norm Scholten
 REPRESENTATIVE TELEPHONE NUMBER: 530-314-9171
 REPRESENTATIVE E-MAIL: steve.smit@ezliner.com norm.scholten@ezliner.com

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

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) % OF TOTAL BID AMOUNT

NET 30 DAYS

Title	Unit Price	Unit Price Eff. 09/18/15	Qty	UofM	Description
Highway Striper Truck	\$354,690.00	\$396,750.00	1	each	Price for each Highway Striper Truck per section 2.0. Supporting documents may be uploaded to this line item.

PRICING SHEET: NIGP CODE 55024

Vendor Number: 2011004096 0

Certificates of Insurance Required

Contract Period: To cover the period ending **October 31, 2014 2017.**

HIGHWAY STRIPER TRUCK

1.0 INTENT:

The intent of this Invitation for Bids (IFB) is to establish a contract for one (1) or more new model year not used or previously owned or operated, **HIGHWAY STRIPER TRUCK** to be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.62 and 2.63, 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 CAB/CHASSIS DIMENSIONS / CAPACITIES:

- 2.1.1 **GVW** – Min. 43,000 lb.
- 2.1.2 **Wheelbase** – Approx. 185”
- 2.1.3 **Cab / Axle** – Approx. 180”
- 2.1.4 **Fuel Capacity** – Min. 100 gallons
- 2.1.5 **Cab Head Room** – Min. 39” for the driver and passenger seats.

2.2 AXLES / HUBS / SUSPENSION:

- 2.2.1 **Front Axle:**
 - 2.2.1.1 **GAWR** - 20,000 lb.
 - 2.2.1.2 **Springs** - 10,000 lb. each.
 - 2.2.1.3 **Hubs** – Aluminum or steel
 - 2.2.1.4 **Shock Absorbers** – Manufacture maximum.
- 2.2.2 **Rear Axles:**
 - 2.2.2.1 **GAWR** - 23,000 lb.
 - 2.2.2.2 **Type** - Full floating
 - 2.2.2.3 **Ratio** – Differential shall be geared to permit a top speed of 70 mph and allow for application speeds of 10-15 MPH without over-speeding the engine or causing continual transmission gear changes during paint application.
 - 2.2.2.4 **Hubs** – Aluminum or steel
- 2.2.3 **Suspension:**
 - 2.2.3.1 **Type** – On-Highway air ride
 - 2.2.3.2 **Make** – HENDRICKSON HAS 230 or equal.

2.3 BRAKES:

- 2.3.1 **Type** – Heavy-duty full air, ROCKWELL Q-series, S-cam or equal, shall include backing plate on all axles.
- 2.3.2 **Lining** – Heavy-duty non-asbestos type.
- 2.3.3 **Drums Disc** - ~~Heavy-duty outboard mounted type~~ **Disc brakes front and rear.**
- 2.3.4 **Air Dryer** - BENDIX, ROCKWELL or equal, with spin-on cartridge.
- 2.3.5 **Automatic Slack Adjusters** - BENDIX, # ASA-5 or GUNITE / ROCKWELL equal.

- 2.3.6 **Air Compressor** – Minimum, 17 CFM capacity.
- 2.3.7 **Emergency / Parking Brake** – Spring-set, air release.

2.4 **FRAME:**

Truck manufacturer’s recommended frame assembly to meet or exceed the requirements specified herein. Unconditional warranty of no less than five (5) years from the date the County signs the invoice accepting the vehicle. Information concerning frame performance shall be an integral part of any compliant bidder’s response.

2.5 **ELECTRICAL SYSTEM:**

- 2.5.1 **Voltage** - 12.
- 2.5.2 **Alternator** - 200 amp, minimum (LEECE NEVILLE or equal)
- 2.5.3 **Batteries** - Heavy-duty maintenance free type with adequate capacity to crank engine sufficient for starting with the ambient temperature at 0°F.
- 2.5.4 **Lighting** - Shall meet all State and Federal safety standards. All deck, chassis tail, turn, backup and stoplights shall be seal waterproof (Hi-intensity LED) type.

2.6 **ENGINE:**

- 2.6.1 **Type** - Diesel, 4-cycle, turbocharged.
- 2.6.2 **Horse Power** – Min. 275 @ 2100 RPM
- 2.6.3 **Torque** – Min. 1050 lb.-ft. @ approx. 1200 rpm.
- 2.6.4 **Warning System** - Bell or buzzer for high coolant temperature, low coolant level, low engine oil pressure.
- 2.6.5 **Air Filtration System** – Heavy-duty air filtration system shall be designed for Arizona’s extremely dusty operating conditions, filter restriction indicator shall be on the dash in clear view of operator.
- 2.6.6 **Exhaust System** – Heavy-duty vertical exhaust and muffler system with all necessary heat shields. Exhaust outlet shall be a 45 degree elbow directed to outside of truck. System shall meet or exceed all AZ State and Federal emissions standards, no exceptions.
- 2.6.7 **Cooling System** - Heavy-duty system to include but not limit to fan, shroud, lifetime silicon or equal hoses, radiator drain-cock and ~~water filter, PERRY or equal.~~ Unit shall be capable of operating continuously with ambient temperatures 0 to 125+ degree. Ethylene glycol based all seasons extended life coolant and water 50-50 mix.
- 2.6.8 **Engine Speed Control** – Truck shall be equipped with a Low Speed Cruise Control.

2.7 **STEERING:**

Truck shall be equipped with heavy-duty power steering.

2.8 **TRANSMISSION:**

- 2.8.1 **Type** - Automatic
- 2.8.2 **Controlled** - Electronically
- 2.8.3 **Make/Model** - ALLISON, HD 4500RDS, or equal six (6) speeds.
- 2.8.4 **Oil Cooler** – Heavy-duty type designed for vehicles operating in extreme heat conditions.
- 2.8.5 **Power Take-Off:**
 - ~~2.8.5.1 Make - Chelsea 277 or equal.~~
 - ~~2.8.4.2 Type - Side mount, hot shift, with over speed protection~~
 - ~~2.8.4.3 Controls - Cab mounted with warning light when PTO is engaged.~~

2.9 **AIR / OIL LINES:**

Unit shall be equipped with AEROQUIP or equal air and oil lines and fittings.

2.10 **SIGHT GLASS WHEEL HUBS:**

STEMCO or equal installed on front wheels.

2.11 **TIRES / WHEELS:**

- 2.11.1 **Front Tires** - Two (2) (like) GOODYEAR or equal 315/80R22.5L, 20 ply steel-belt radial with highway tread.

- 2.11.2 **Rear Tires** - Four (4) (like) GOODYEAR or equal tubeless steel-belt radial highway-tread 11R x 22.5 14 ply.
- 2.11.3 **Wheels:**
- 2.11.3.1 **Type** – Aluminum, Alcoa or equal, 10-hole hub pilot.
- 2.11.3.2 **Front** - Two (2) 12.25 x 22.5
- 2.11.3.3 **Rear** - Four (4) 8.25 x 22.5
- 2.11.5 **Spares** - One (1) each (like) tire and wheel assembly for the front and rear.
- 2.12 **FUEL TANK:**
Single or double aluminum tank(s) 100 gallon total capacity can be mounted on the driver or passenger side vendor to determine depending on available space.
- 2.13 **CAB:**
- 2.13.1 **Type** – Extended Cab-Over Engine design (Peterbuilt P320 or equal) with manufacture’s maximum sound deadening cab and engine insulation.
- 2.13.2 **Drivers Seat** - BOSTROM 915 or equal fully adjustable air seat with lumbar support and arm rest on both sides, heavy-duty fabric covering tan or gray color preferred. Seat base shall be designed such that it can be manually adjusted to different heights.
- 2.13.3 **Passenger Seat** – Heavy-duty adjustable hi-back bucket type air seat with durable fabric covering tan or gray color preferred. Under-seat storage box shall be supplied if available from manufacturer.
- 2.13.4 **Seat Belts** - Shall be equipped with retractors and meet all Federal safety standards.
- 2.13.5 **Windows** - Darkest legal tint per AZ State Law, minimum 5 year warranty on material and installation.
- 2.13.6 **Windshield Wipers** - Dual
- 2.13.7 **Heater** - Factory installed fresh air type
- 2.13.8 **Refrigeration** - Factory installed heavy-duty system with R134A refrigerant. Unprotected lines, hoses, switches, or valves routed through wheel well will not be acceptable
- 2.13.9 **Horn** - Air, GROVER or equal
- 2.13.10 **Suspension** - CAB AIR, LINK CAB MATE or equal
- 2.13.11 **Sun Visors** - Dual, one on each side.
- 2.13.12 **Instruments** – Truck shall be equipped with all standard instrumentation also shall have a dash mounted hour meter that is activated by engine oil pressure.
- 2.13.13 **Radio** - AM/FM factory installed
- 2.13.14 **Power Windows/~~Door Locks~~/Power Mirrors/Cruses Control/Tilt Steering** – Truck shall be equipped with factory installed power windows, ~~door locks~~ and dual **mirrors**, WEST COAST or equal type, 7" x 16" with 8" spots or equal. Shall have tilt steering wheel with cruise control.
- 2.14 **BUMPERS:**
- 2.14.1 **Front** – Heavy-duty steel or aluminum with center tow-pin or equal frame mounted tow-hooks.
- 2.14.2 **Rear** – The rear bumper shall be constructed of heavy-duty channel steel with structural steel channel supports. Supports shall be affixed to the chassis frame. Bumper shall be installed a minimum of 18" from the road surface. Bottom step shall be 66" wide and 6" deep. Steps shall be an integral part of the rear bumper to allow staircase style access from rear of the unit to the operator’s stations.
- 2.15 **EQUIPMENT PLATFORM:**
- 2.15.1 **Material / Construction** - The platform shall be of heavy-duty construction and of adequate size and strength to accommodate all components, equipment, and accessories. The platform shall be constructed of steel tubing covered by minimum 8-gauge steel non-skid diamond plate in all walk areas. Longitudinal stringers shall be 2" x 4" tubing running the length of the deck. Cross members shall be 2" x 2" tubing with 16" centers running the length of the deck. Perimeter tubing shall be 1 1/2" x 3".

- 2.15.2 **Platform to Chassis Spacing** - There shall be a space measuring approximately 4” between the chassis and the platform to accommodate all electrical and plumbing without interference with the truck frame. Risers shall be attached to the longitudinal stringers of the deck to space the deck from the chassis frame rails. These risers shall be welded to the platform and bolted to the chassis rails.
- 2.15.3 **Access Ladder** - There shall be a minimum of one access ladder with handrails permanently affixed to the passenger side of the equipment platform to provide access to the equipment. A finger pull latch will store the ladders in a flush position with the railing when not in use. (Chain type ladder storage will not be acceptable.) Chrome handrails shall be bolted to the platform safety railing vertically on each side of ladder entrance areas for safety. These handrails shall extend at least $\frac{3}{4}$ of the height of the safety railing.
- 2.15.4 **Safety Railing** - A steel railing will be installed around the entire platform except at the ladder entrance areas. The railing and support risers must be located so as not to inhibit visibility from workstations in the operators cab. The steel railing will be constructed of 1 1/2" square tubing, and be 42" high. All top corners where the railing makes a turn shall be rounded. The ladder entrance areas shall be able to be secured with a safety chain.
- 2.16 **AUXILIARY ENGINE:**
- 2.16.1 **Engine Type** - A liquid-cooled, diesel engine of sufficient size to drive a hydraulic pump used to power the striping operation shall be provided. A Cummins engine rated at a minimum of 60 HP at 1800 RPM and will develop 160 Ft. Lb. of torque is preferred. The engine shall have an electrical system separate from the truck including 2 DELCO 1150 batteries and a minimum 105 AMP 12 Volt alternator. The engine is to be equipped with a governor for speed control, automatic shutdown system controlled by engine oil pressure and engine temperature. An hour meter controlled by engine oil pressure shall be installed in the enclosed cab. Access to auxiliary engine for maintenance shall be maintained.
- 2.16.2 **Aux. Engine Cooling System** - The auxiliary engine cooling system will be a heavy duty type with sufficient capacity for continual operations in 120°F ambient temperatures. All hoses shall be silicone.
- 2.16.3 **Aux. Engine Instrumentation** - The gauges and controls for the auxiliary engine will be mounted on the operator control panel located in the operators cab. The following instruments shall be provided: Engine Hour Meter, Oil Pressure Gauge, Tachometer, Coolant Temperature Gauge, Volt or Amp Meter.
- 2.17 **HYDRAULIC RESERVOIR:**
- A hydraulic reservoir of adequate size and cooling capabilities to maintain the required operating temperatures shall be supplied. The reservoir will be equipped with baffles, breather cap, sight level gauge, clean out cover, and drain valve. A 10-Micron replaceable spin on filter shall be placed in the return line with shut off valves on both sides of the filter to reduce fluid loss during changing.
- 2.17.1 **Cooling System** – The system shall include oil after cooler with 12v fan to prevent overheating. A thermostatic fan control shall be installed in the circuit to the hydraulic cooler so that it only runs when a preset temperature of the oil is reached.
- 2.17.2 **Hydraulic lines** – All high-pressure hydraulic hoses shall be rated at a minimum of 2,000-psi working pressure. A shut-off valve will be installed in the low-pressure plumbing of the hydraulic system to isolate the reservoir and limit fluid loss when maintenance is performed.
- 2.18 **COMPRESSOR:**
- 2.18.1 **Type / Capacity** - The compressor shall be of sufficient capacity to simultaneously operate all air driven components of the striping machine during normal striping operations. It shall be an air cooled unit with a displacement of not less than 85 CFM and air pressure (psig) of 100; reference: VANAIR model Hydraulic Viper Compressor shall be equipped with a safety valve, air release valve, and drain valve. Compressor shall be powered by a direct coupled hydraulic motor driven from the auxiliary engine pump.
- 2.18.2 **Un-loader** - The compressor will be equipped with un-loader that will allow the compressor to run in an unloaded condition once full working pressure is obtained.

2.18.3 **Receiver Tank** - A minimum 10-gallon ASME rated air receiver tank will be plumbed into the air system with auxiliary couplings on both sides of the truck. The tank will be mounted between the frame rails and below the equipment deck of the striper. The air receiver tank will be equipped with a drain valve and a safety pop off valve.

2.19 **PAINT TRANSFER PUMPS:**

Two (2) 2" stainless steel double diaphragm loading pumps shall be installed. WILDEN M8 T8 or equal pumps equipped with Teflon diaphragms shall be supplied. The pumps should be attached to bottom of deck for ease of access. All hardware necessary for the transferring of paint from drums or totes into the truck tanks shall be included. Valves will be provided to allow each pump to be isolated from the paint system for the purpose of cycling solvent through the pump for cleaning. The loading pumps will double as priming pumps for the heat exchangers.

2.20 **PAINT TOTES:**

2.20.1 **Design / Capacity** – Adequate deck space and a web strap retention system with hold down clamps shall be provided to accommodate two fully loaded paint totes with traffic paint. (approx.. 4'x4' – 250 gallons each). The totes when loaded onto the platform of the striping truck shall act as zero pressure storage vats to supply paint to system. Quick connect cam lock type couplers and 2" I.D. suction hoses shall be provided to connect the high-pressure paint pumps to the paint totes. The platform shall be cut out to ensure the platform does not interfere with attached 2" hose to paint tote. All paint and air valves will be color coded for identification. There shall be ample unions and clean outs in the low-pressure plumbing to aid in clean out.

2.20.2 **Paint Tote Recirculation** - A 1" recirculation line shall be plumbed to the top of the associated paint tote from the inlet of each high pressure paint pump to allow low pressure paint recirculation. Cam & groove fittings shall be provided on the tote end of the hoses with a 1" stainless steel ball valve on each end to seal off each hose.

2.20.3 **Stainless Steel Components** - All components in the paint holding and delivery system that come in contact with the paint, with the exception of flexible conductors, shall be stainless steel. All fittings on flexible hoses will be stainless steel. These components include, but are not necessarily limited to, loading pumps, airless paint pumps, valves, strainers, and spray guns.

2.21 **PAINT HEATING SYSTEM:** (Requires paint loading pumps)

2.21.1 **Paint Heater** - ~~A diesel fired, thermostatically controlled, heater for warming the paint shall be installed~~ **A scab type heating system shall be installed.** Fuel supply will be from the truck's fuel tank. The heater shall have an adjustable combustion heat assembly and operate with no smoke production. The heater must be ASME approved, 225,000 BTU minimum capacity, powered by 12-volt system, (either the truck or auxiliary engine electrical system may be used depending on each systems load) fully automatic; adjustable heat range from 50F to 250F with digital display. Temperature controls, including displays and gauges shall be installed in the operator's control panel. Heating medium circulated by 1" double diaphragm pump from heater through two automatically controlled heat exchangers at minimum of 25 GPM. The pump must be able to operate efficiently up to 250F. An audible over temp warning device shall be installed in the operator's cab.

2.21.2 **Heat Exchanger** - Heat exchangers shall be four-pass stainless steel shell and tube type with a minimum heat transfer area of 64 square feet and be equipped with automatic diverter valve. Overflow reservoir will be mounted at one heat exchanger being the highest point in the heat system with overflow tube plumbed below the deck into a storage container.

2.22 **PAINT FILTERS:**

2.22.1 **Low Pressure** – At each low-pressure transfer/charge pump outlet material shall pass through a stainless steel canister type strainer with stainless steel screen and 1/8" openings. The strainers shall be equipped with removable reusable screens. Each filter shall have a minimum of 100 sq. inch surface area. Valves shall be provided to isolate each strainer assembly for cleaning. Each strainer will be equipped with a drain port and ball valve to allow for draining of the strainer into a pail or bucket at the onset of strainer cleaning. Strainers will be positioned in such a manner as to facilitate cleaning without material discharge onto any portion of unit.

- 2.22.2 **High Pressure** - At the high-pressure outlet port of each high-pressure paint pump, there shall be a high capacity, high-pressure canister type paint filter. These filters shall have pressure ratings of not less than 5,000 PSI. Each stainless steel high-pressure filter shall have a minimum filtration surface of 18 square inches and reusable stainless steel screen with 40 mesh perforations. Inlet and outlet ports shall be a minimum of 1/2".
- 2.22.3 **Location** - All paint filters shall be positioned as close to the paint pumps as possible to facilitate quick and easy cleaning.

2.23 **FLUSH SYSTEM:**

An air operated flushing system shall be installed. It shall consist of a 20 gallon A.S.M.E. stainless steel pressure tank, with safety valve plus valves and piping necessary to introduce the flushing medium into each paint line. The flush shall also be piped into each main line, adjacent to shut off valve at the tank, in order that each line can be thoroughly flushed when required.

2.24 **AIRLESS PAINT APPLICATION PUMPS:**

Two (2) high capacity, high-pressure, hydraulic driven airless paint pumps, stainless steel guns with Teflon packing, each with a capacity of 13.0 GPM at 2000 PSI, shall be supplied. All wetted parts including the piston, check balls, seats, housing, and packing retaining rings shall be stainless steel. Carbide ball seats and chrome check balls are not acceptable. The airless paint pumps shall be mounted on the top of the deck. A ground strap will be installed on the vehicle to discharge any static electricity buildup from the airless pumps.

2.25 **SURGE CHAMBERS:**

Surge chambers shall be installed to eliminate the "hour-glass" effect caused by the pump changing strokes.

2.26 **GLASS SUPPLY:**

- 2.26.1 **Pressure Vessel Type / Capacity** - An A.S.M.E. certified pressure vessel shall be installed, having a total capacity of 3000 lbs. of glass spheres. This vessel shall be of all steel construction and shall have a top opening not less than 24" in diameter. The vessel shall be equipped with an air release valve, a 160-lb. pressure gauge and a 110 lb. pressure relief valve. Sight level gauges shall be provided as an integral part of the glass bead tank. They shall be located at 1/4, 1/2, and 3/4 levels vertically on outside of bead tank.
- 2.26.2 **Spheres (Glass-Beads)** - Glass beads shall be conveyed under pressure to automatic glass sphere guns through reinforced poly plastic hose. The poly plastic hoses shall also contain ball valves to both side of the paint carriage for easy turn-off. A finned tube type air cooler and moisture separator to remove moisture from air used to operate the glass system shall be installed. The moisture separator shall be the self-expelling type.
- 2.26.3 **Bead Loading System** - A vacuum bead loading system with a minimum capacity for 200 lbs. of glass beads per minute will be included in the glass supply system. This vacuum bead system shall operate by creating a vacuum in the bead tank. The glass filling system shall include a 12' long, 2" I.D. fill hose with male and female quick coupler fittings on one end and a 36" long, 2.00" steel tube attached to the suction end, and a new, 55 gallon metal drum with a combination bag splitter and screen strainer. All plumbing for the bead loading system will be rigid pipe except for the flex suction tube that extends from the deck height inlet to the suction stand pipe.

2.27 **SPRAY GUN CARRIAGE:**

- 2.27.1 **Type** - Two (2) spray gun carriages shall be provided. They shall be hydraulically retractable to within the overall vehicle width and pneumatically lifted off the roadway for high speed transport. An Auto-Lock system shall secure the carriages in the stowed position.
- 2.27.2 **Left Street-Side Carriage** - This unit shall be located directly in front of the left rear tires. It shall support 4 spray guns and 4 sphere guns. Two road wheels shall be provided to maintain it at a given height from the road and the entire unit shall be mounted with lineal bearings to allow vertical motion but yet keep the spray guns parallel to the road surface. This carriage must be capable of being operated in any position from inside the outer edge of the platform to a point four (4) ft. or more if possible, outboard of this location.
- 2.27.3 **Right Curb-Side Carriage** - This unit shall be located directly in front of the right rear tires. It shall support 2 spray guns and 2 sphere guns. One road wheel shall be provided

to maintain it at a given height from the road and the entire unit shall be mounted with lineal bearings to allow vertical motion, but yet keep the spray gun parallel to the road surface. This carriage shall be capable of being operated in any position to give spacing from 8 to 16 ft. between the outside gun on the left and right carriage.

- 2.27.4 **Carriage Wheel** - The road wheels on all carriages shall be fitted with pneumatic tires and with ball bearings and dirt shields. All wheels shall be caster mounts, to allow them to pivot freely as the striping unit is turned on the road. An electric cylinder will be controlled from the operator's position to allow for further spacing of these casters when necessary.
- 2.27.5 **Carriage Bearing / Pivots** - All bearings or pivots on the carriage where relative motion occurs, shall be fitted with replaceable bushings or anti-friction bearings and pressure lubrication fittings, (FAFNIR Ball Bearing 3/4" industrial duty is recommended). The telescoping area of the slide mechanism shall be square tubing inside tubing and be fitted with Ultra High Molecular Weight material to reduce friction and wear and shall require no lubrication.
- 2.27.6 **Carriage Movement** - Each carriage slide shall be equipped with a hydraulic cylinder for moving the carriage to any point within its operating range. The cylinder shall be double acting and controlled by a steering control unit and steering wheel, located in the operator's cab. The power steering mechanism must operate in a smooth manner. A mechanism that will cause over steering, creeping, or jerking movements is not acceptable.
- 2.27.7 **Carriage Emergency Lighting** - Each carriage will be equipped with a flashing yellow light facing forward and a red light facing to the rear.

2.28 **PAINT AND GLASS SPRAY EQUIPMENT:**

- 2.28.1 **Spray Guns** - Six (6) air/electric operated, airless atomizing, spray guns are to be supplied (GRACO Model ~~206-660~~ **238-377** preferred). They are to be of the type specifically developed for highway striping and shall be capable of handling all types of highway marking material, except the pre-beaded type. All wetted parts are to be constructed entirely of stainless steel. The spray tips shall be carbide steel. The guns are to be controlled with 1/4-inch solenoid valves to assure quick gun reaction. Each paint gun shall be equipped with an electric actuator and control switch to raise and lower each gun individually from the operator's position. The line widths for each spray gun are to be adjustable from four inches to eight inches. Paint guns shall also be plumbed to allow paint to re-circulate within the heated paint system. All rigid high-pressure plumbing will be schedule 10 socket welded stainless with bolt up flange type valves. This system will be designed to be leak proof. Plumbing access will be gained through the removal of four bolts from each valve.
- 2.28.2 **Glass Sphere-Dispensing Guns** - Six (6) GRACO automatic shall be provided. The automatic sphere guns shall be capable of dispersing 20 pounds of spheres per minute with 60 pounds air pressure on the glass tank. All components of the glass sphere guns (except the shroud) shall be chrome plated and mounted behind each paint spray gun. An adjustable set-screw for dispensing control shall be built into each bead gun. Flow must be controllable from one pound per minute to twenty pounds per minute.
- 2.28.3 **Air Jets/Blowers** - Six (6) air jets or dusting guns will be installed, one in front of each paint gun row on each carriage to blow away dust and light debris from the surface prior to the paint application. These air jets shall be controlled electronically from the operator's location on each side of the platform with one switch for each gun carriage.
- 2.28.4 **Spray Gun Configuration (Left Carriage):**
 The four (4) spray guns are to be arranged as follows:
(gun #1) (bead) (gun #2) (bead)
(gun #3) (bead) (gun #4) (bead)
 Gun #1 sprays a 4" white stripe.
 Gun #2 sprays a 4" white stripe.
 Gun #1 and 2 together spray a 8" white stripe
 Gun #3 sprays a 4" yellow stripe.
 Gun #4 sprays a 4" yellow stripe.

- 2.29 **LINE OILER AND MOISTURE TRAP:**
Two (2) air-line oilers will be included in the air system which feed the spray guns. One line oiler will be provided for the spray guns on each carriage to inject a mist of oil to the guns. A self-exPELLing moisture trap will be plumbed just before the line oiler to remove the moisture from the air.
- 2.30 **PAINT METER (ELECTRONIC):**
A metering system shall be designed and installed to comply with various state DOT requirements in recording gallon usage while on the striping jobs. The system's design shall contain no wetted parts. A display shall include total gallons of yellow and white. The display (readout) shall be an integral part of the skip-timer system.
- 2.31 **ENCLOSED CAB:**
- 2.31.1 **Type** - The Unit shall be equipped with an operator's enclosure on the rear of the unit measuring approximately 102" wide x 60" deep x 76" height. The enclosure shall be mounted directly to the top of the chassis frame rails to maintain a low overall profile. Support posts shall be kept to a minimum to provide maximum visibility for the operator and still allow adequate support for the enclosure. Access to the cab will be from the rear of the vehicle. The door shall have a latch system that secures the door. Chassis frame rails shall be of sufficient length to allow bolting cab to frame rails. Sufficient windows shall be provided thus allowing good visibility to the operators. Bay windows will be provided at each operator station. All windows shall be tinted, have rounded corners and be constructed of safety glass with proper identification marks. The entire cab will be insulated and be air conditioned, and heated. The air conditioning system shall be driven from the auxiliary engine. Additionally hot water for the heater system shall be from the auxiliary engine. The front corners of the operators cab shall be angled to provide maximum visibility of the gun carriages while seated in the operator's seat.
- 2.31.2 **Cab Insulation** - The interior of the cab shall be insulated with a vinyl clad foam insulation material, for both insulation and sound deadening properties. In addition, the floor shall be clad with a thick rubber mat for sound suppression.
- 2.31.3 **Air Seats** - There shall be two (2) heavy-duty operator Captain style chairs with air cushion ride, one each at the right hand and left hand sides of the truck, angled for best visibility of the carriage and each having a locking swivel.
- 2.31.4 **Inter-Com System** - Shall be installed to provide communications between the driver of the vehicle and operators of the striping equipment. The system shall be a three (3) headset system, David Clark Master station U-3800 and interface module U-3811 or equals. Two (2) headsets with dual earphones shall be provided for the operators of the striping equipment. One (1) headset with single earphone shall be provided for the vehicle driver. Need system to interface with an XTL2500/APX6500 Motorola Radio (same cable will work with either). Need to provide an interface cable from the David Clark system to our Motorola Radio as well as a PTT foot pedal button for communications with other vehicles.
- 2.31.5 **Heating/Air Conditioning** - Heat and air conditioning unit shall be installed. A minimum of 48,000 BTU/Hr of heating and 39,500 BTU/Hr of cooling shall be provided. (Red Dot or equal). Documentation shall be provided to verify unit proposed meets these ratings. Two additional variable speed circulation fans shall be installed.
- 2.31.6 **Control Center** - Shall be installed between the paint operator's steering wheels. The metal control panel shall be mounted to allow access from either operator's position and contain all the necessary regulators, gauges, valves, switches and indicators required for operation of the striping equipment and auxiliary engine. All control center components shall be flush mount. The face of the control panel will be painted flat black.
- 2.31.6.1 **Carriage Control** - Both the right side and left side gun carriages shall be electrically controlled by means of toggle switches and solenoid valves. The switches shall be located in separate, movable control boxes, mounted within easy reach of the equipment operator. The control box shall be equipped with one, three position, toggle switch for each paint gun and a master on/off switch. The three-position switch will be configured with forward for solid line, center for neutral, and down for automatic.

2.31.6.2 Kill Switch - Shall be located in the truck cab. This switch will have the power to shut down all paint and bead gun operations. No other paint operation controls will be placed in the vehicle cab.

2.31.7 Power Inverter – There needs to be a 1000 watt power inverter installed on back side of center control console for charging and powering small equipment.

2.32 **SKIP LINE CONTROL:**

2.32.1 Type - The skip-setting mechanism shall be all electronic and shall utilize solid state components for all active internal functions. It must process electrical pulses received from the vehicle motion sensor and must drive solenoid valves. A means of inductive arc suppression shall be included. It shall require little or no maintenance. Clutches, cams, gears, or devices that require adjustment are not acceptable. All guns shall be operated by applying a ground signal to activate.

2.32.2 Paint Pattern Capability - The skip-setting mechanism must generate the selected repetitive pattern without utilizing any internal or external moving parts, except operator adjusted toggle switches for establishing pattern size, placement and calibration. Switches shall be of the three position, spring loaded center off type, and there shall be one switch each for the CYCLE LENGTH adjustment, and the STRIPE LENGTH adjustment. Switches with thumb wheels or that have engraved digits are not acceptable.

2.32.3 Advisory / Warning Display - An alphanumeric display shall be provided to display advisory and warning messages, as well as Stripe and Cycle settings. The display must be capable of concurrently displaying at least 40 characters of text or digits. The display must be liquid crystal type, with industrial temperature range fluid, and must be compatible with electro-luminescent back lighting devices.

2.32.4 Indicator Lamps - Shall be solid-state light-emitting diode types. The skip-setting system shall not use or require use of internal or external electromechanical relays.

2.32.5 Direct Read Digital Dials - For ease of operation the skip-setter must have direct reading digital dials and must provide pattern capability from 00.1 to 99.9 ft., adjustable by 0.1 ft. increments at any time whether at rest or in motion, without generating spurious patterns. When changing patterns, simple dial changes must suffice without resorting to "data complete" or "enter date" type controls. Also "start" indexing (reset to zero) must be instantaneous.

2.32.6 Advance / Retard System - To aid in registration of new paint with previously painted pattern, the "ADVANCE" or "RETARD" (phase correction) system must alter the pattern length no more than plus or minus 20% while activated (not more than every fifth motion sensor pulse shall be added or omitted). The system MUST be provided with a means of AUTOMATICALLY adjusting the Cycle length by .1 foot increments if the Advance or Retard control is invoked three consecutive times.

2.32.7 Glare Reduction - To reduce glare skip-setter shall be finished in flat black with a black front panel.

2.32.8 Registration Error Compensation - The Skip-setter must provide a means to compensate for registration errors commonly found in application of paint and beads. Delay controls must be provided on master control panel of skip-setter to independently activate "paint" and "beads" so that they may be applied in registration with each other. Separate controls must be provided to individually register leading and trailing ends of the pattern.

2.32.9 Pattern Storage – Unit shall be capable of storing minimum two (2) skip-line patterns in the control, one as a primary cycle and the other a secondary cycle. They shall be selected by pushing a pattern selection button.

2.32.10 Carriage Control Panels - The left and right side carriages shall have individual master control panels with displays, these panels will be mounted at the operator's stations on swivel type mount in order to adjust height, left, and right as needed. The panels will include individual gun switches, and "master" on off switch. Each operator station will be complete with a master skip-timer.

2.33 **CAMERA GUIDANCE SYSTEM:**

- 2.33.1 **Type** - A 12 VDC closed circuit TV camera guidance system shall be supplied which will consist of two (2) TOTE VISION, LCD-1040, 10" flat screen color video monitors, two (2) PANASONIC WVCP-454 color cameras and one (1) PANASONIC, WVLA2.8 wide angle color (backup) camera. For long life and high reliability, the cameras must be based on use of strictly solid-state components and durable metal casing with high resistance to shock/vibration, and shall operate on the 12 VDC truck battery with no higher than 3500 m/amp current draw. One (1) monitor shall be installed in the truck cab in clear view of the driver and one (1) shall be installed in the rear operator's compartment in such a way that it can be used on the left or right side. Two (2) fully adjustable pivoting monitor mounts shall be installed in the rear operator's compartment, one positioned on each side at the rear. Driver shall have control switches for selecting the centerline, edge-line or backup camera for viewing. **Camera video display shall have a cross hair generator.** Rear operators monitor view will be the same as the front depending on the camera selection made by the driver. The backup camera shall automatically be activated on the monitors any time the truck is shifted into reverse gear.
- 2.33.2 **Color Lens** - Minimum, 12-mm color lens will be provided for each camera. To provide the best possible color as the lighting conditions change (ie: shade to sunshine) the lenses must continuously adjust color balance with automatic light compensation.
- 2.33.3 **Cameras** - Two (2) cameras shall be mounted at the front of the carriages suspended from deck other acceptable mount, each camera shall be mounted on electrically adjustable horizontal slide out tubing which will extend the cameras utilizing a 3' electric cylinder to position the cameras in line with the gun carriage outriggers. Camera shall be mounted toward the front of the equipment platform underneath.

2.34 **LASERLINE GUIDANCE:**

A LaserLine Model GL3000-P or equal remotely controlled guidance green laser shall be provided. The laser shall be installed on the chassis cab roof using a roof bracket. Direct installation to the roof is not allowed. Controls shall be installed in the chassis cab near the driver's position.

~~2.35 **OPTICAL POINTER:**~~

~~The truck cab shall be equipped with two optical pointers that will project a virtual image on a distant target. Pointers shall be installed in such a way that the driver can use the center line or other area to be striped with a minimum obstruction of view. Pointers shall measure 13" x 5" and be fully operational independent of each other. A light source shall project an image through a lens with the following properties (all external parts will be black anodized, 17' virtual image focal point, horizontal line with vertical cross hairs). Optical pointers shall have a control box or boxes with potentiometers for varying the light intensity on each unit from (0 to 9).~~

2.36 **MESSAGE BOARD:**

One (1) single faced ~~3 line LED~~ **Full Matrix** message board shall be provided. The panel will be 41" x 75" minimum. The controller will be installed in the truck cab for control of message board. The board will be fixed mounted at the rear of the striper. It shall extend beyond the rear of the operator's station and shall be supported by the operator's cab structure.

2.37 **BECON LIGHTS:**

Two WHELEN #S360DAP or equal multi-flash strobes with amber lens shall be installed per manufacturer's instructions on the rear portion of the truck on each corner. The control switch shall be installed on the truck dash in a convenient easy access for the driver, clearly identified with a label.

2.38 **PLUMBING AND HOSE LINES:**

All plumbing lines from the material containers to the strainers shall be ASTM specification 2" ID size minimum with unions, crosses, tees used liberally throughout the installation to insure convenient maintenance and cleanout. All fluid lines from the strainers to the striping guns on the centerline carriage shall be not less than 1/2" ID solvent resistant type rated at 3000 PSI. All air control lines to the striping guns and electro-air valves shall be not less than 1/4" ID nylon solvent resistant tubing tested to 125 psi or comparable.

- 2.39 **WORK LIGHTS:**
 A fully adjustable halogen light package shall be supplied. One (1) light will be positioned on each carriage. Two (2) lights will be positioned on the platform, mounted on risers on the rear of the deck. Two (2) lights will be positioned forward on the ~~line guide front bumper~~, one on ~~inside and one on outside~~ **each side of the front bumper**. One (1) light mounted just above rear cab to illuminate the rear steps. A total of seven (7) lights will be supplied. In addition all gauges and instruments in the control panel will have work lights.
- 2.40 **TOOL BOX:**
 Two (2) toolboxes shall be provided and accessible under the enclosed cab in the back. They shall be a minimum of 24" wide, 18" deep and 18" tall.
- 2.41 **REVIEW WORK IN PROGRESS:**
The vendor shall make (when the work on the striper reaches approximately 80% of completion) necessary arrangements for two (2) County representatives' on-site review of the equipment. The County's designees will inspect the equipment for compliance with the specifications and recommend any changes that are necessary.
- 2.42 **TECHNICAL SERVICE:**
 The successful bidder shall provide a factory technician for at least three (3) days of instruction in the operation and maintenance of the striping machine, when the unit is delivered. Training for user department shall be coordinated.
- 2.43 **MANUALS:**
 Two of each of the following manuals shall be supplied, at the time of delivery, for both the truck and where applicable, the stripping equipment: Parts Manual, Repair/Overhaul Manual, Wiring Schematics and Operator's Manuals. All manuals shall be in CD-ROM format in PDF if available and shall include written authorization to install the contents of CD on Maricopa County Network in FASTER, for access by all authorized Equipment Service personnel.
- 2.44 **DRAWINGS:**
 Two complete sets of professional quality blueprint drawings must be submitted with the bid. These drawings will show the deck layout of the striper, and control cab layout. Any bid not including these drawing will be rejected.
- 2.45 **CAB/CHASSIS / BODY PAINT:**
Cab shall be standard "WHITE" with black framework complete unit shall be free of all sharp corners, edges, metal scale, welding slag and splatter. Body assembly shall be primed and painted with two coats of white acrylic enamel to match truck cab.
- 2.46 **KEYS:**
Each unit shall have four (4) sets of keys with rings, tags and be properly identified, with last five (5) digits of vehicle Identification Number.
- 2.47 **SAFETY EQUIPMENT / REGULATION CRITERIA:**
- 2.47.1 **Fire Extinguisher** – Minimum one (1) 5 lb. all-purpose type, installed in the cab, in a convenient location within easy reach of operator. Installation using sheet-metal screws will not be accepted.
 - 2.47.2 **First Aid Kit**, AZ Glove and Safety #10DOTM (**no exceptions**), installed in the cab, in a convenient location, within easy reach of the operator.
 - 2.47.3 **Back-up Alarm** - Electronic, waterproof type, meeting SEAJ994 JUN80 criteria, installed at the rear in a protected location.
 - 2.47.4 **Non-Skid Surfaces** - All steps and standing area shall have non-skid surfaces.
 - 2.47.5 **Emergency Kit** - Shall be equipped with an AZ State and Federal approved kit.
 - 2.47.6 **Lighting** - Shall meet all AZ State and Federal standards.
 - 2.47.7 **Mud Flaps** - Heavy-duty anti-sail type shall be installed both front and rear of rear wheels, no advertising. *Retainers for the rear mud flaps shall be installed such that the mud flap can be easily secured in the up position if necessary.*
 - 2.47.8 **Regulation Requirements** – Complete unit including components supplied and/or installed be a sub-contractor shall meet or exceed AZ State and Federal regulations (no exceptions).

2.48 **WARRANTY:**

Minimum acceptable warranty on complete unit including any component or equipment installed or provided by the vendor or their sub-contractor shall be 12 months from the date unit is delivered and accepted as being in full compliance with bid specifications no exceptions. Vendor shall provide a written statement explaining all warranties that will be provided. Vendors shall specify all standard warranties that apply to this unit also any extended warranty available through the vendor or equipment manufacturers.

2.49 **GENERAL:**

Unit shall have a complete inspection made prior to delivery to ensure full compliance with specifications and that it is ready for full operation. Electrical wiring installed by the dealer or sub-contractor shall follow standard vehicle manufacturer's procedures, including color coding, conduit, nylon ties, grommets (sealed type) for holes in metal, any opening made in the cab shall be sealed to prevent fumes from entering. Wiring shall not be routed across the engine or any other major component. Circuit breakers or ATO fuses in sealed receptacles as appropriate for accessory installed. Electric power supply to be picked up at the vehicle manufacturer's provided accessory terminals. Adapter spades in fuse boxes not acceptable. Relays shall be used if the electrical load exceeds 1/3 of the control switch rating. At the bidder's request a like unit will be made available for viewing, can be seen at Equipment Services, 3325 West Durango, Phoenix AZ., contact Les Glover at 506-4667 for an appointment. Vendor shall supply Dealers Invoice, Manufacturer's Certificate of Origin, Warranty Paperwork and a copy of the P/O when the vehicle is delivered.

2.50 **USAGE REPORT:**

The Contractor shall furnish the County an annual 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.

2.51 **EXPEDITED DELIVERY:**

- 2.51.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 2.51.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 2.51.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.52 **SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.52.1 Contract Serial number.
- 2.52.2 Contractor's name and address.
- 2.52.3 Using Agency name and address.
- 2.52.4 Using Agency purchase order number.
- 2.52.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.53 **SHIPPING TERMS:**

Bid price(s) and terms shall be F.O.B. Destination at:

Maricopa County Equipment Services Department
3325 West Durango, Phoenix, Arizona

2.54 ACCEPTANCE:

Upon delivery and/or successful installation, the system(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.55 DISCONTINUED MATERIALS:

2.55.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.55.1.1 Documentation from the manufacturer that the material has been discontinued.

2.55.1.2 Documentation that names the replacement material.

2.55.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.55.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.55.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.55.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.56 FACTORY AUTHORIZED SERVICE AVAILABILITY:

~~The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday. The Contractor shall provide their local warranty facility and part distributors for future repairs and maintenance. If there is no local warranty facility the contractor shall incur all cost to send the piece of equipment and/or parts back to the manufacturer while under warranty. If the failed equipment is due to County negligence County will incur all cost to bring equipment back to original operation.~~

2.57 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.58 MODEL / YEAR OF MATERIALS:

The County will only accept bids offering current model / year equipment / material(s).

2.59 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

2.60 INVOICES AND PAYMENTS:

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

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- 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
- Vehicle Year, Make, Model and Serial Number (or VIN number)

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

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

2.60.4 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.

2.61 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.62 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.

2.63 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 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

3.2 OPTION TO RENEW:

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

3.5.12.3 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.

3.5.12.4 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 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.

3.7 ORDERING AUTHORITY.

3.7.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.7.2 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.

3.7.3 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 product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.7.4 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 Contractor.

3.8 REQUIREMENTS CONTRACT:

- 3.8.1 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.
- 3.8.2 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.
- 3.8.3 Contractors agree to accept verbal notification of cancellation from the County 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.

3.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 ADDITIONS/DELETIONS OF SERVICE:

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

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

3.15 SUBCONTRACTING:

3.15.1 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.

3.15.2 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.

3.16 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.

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

3.17.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

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

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

3.18 AUDIT DISALLOWANCES:

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

3.19 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 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.22.1 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:

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

3.22.1.2 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;

3.22.1.3 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

3.22.1.4 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.

3.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.22.3 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.

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

- 3.23.1 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.
- 3.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.23.1 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.

3.24 CONTRACTOR LICENSE REQUIREMENT:

- 3.24.1 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.
- 3.24.2 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.

3.25 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:

- 3.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any valuable contribution or subsidy,
- 3.25.2 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.

3.26 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.

3.27 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.