CITY CLERK
ORIGINAL

C-10592
01/20/2016

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ZUMAR INDUSTRIES, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 20 day of January, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and (Zumar Industries, Inc.), a Washington corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On August 04, 2010, under the S.A.V.E Cooperative Purchasing Agreement, the Maricopa County Department of Transportation entered into a contract with Contractor to purchase the goods and services described in the Traffic Signing Materials, Contract No. 10026 C ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was August 04, 2010, until the date the contract expires on August 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended

beyond August 31, 2016. The period of this Agreement is the period from the Effective Date of this Agreement until August 31, 2016.

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

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed fifteen thousand dollars ($15,000) for the entire term of the Agreement.

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

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

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

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

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

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

and

Zumar Industries, Inc.
c/o Jody Case
7833 N. 106th Avenue
Glendale, Arizona 85307
623-931-7446

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Acting City Manager

"Contractor"

Zumar Industries, Inc.,
a Washington Corporation

By: _____
Name: Jody Case
Title: Sales Manager

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ZUMAR INDUSTRIES, INC.

EXHIBIT A

Maricopa County Department of Transportation Contract No. 10026 C - Traffic Signing Materials

SERIAL 10026 C TRAFFIC SIGNING MATERIALS

DATE OF LAST REVISION: August 22, 2013 **CONTRACT END DATE: August 31, 2016**

CONTRACT PERIOD THROUGH AUGUST 31, ~~2013~~ 2016

TO: All Departments

FROM: **Office of Procurement Services**

SUBJECT: Contract for **TRAFFIC SIGNING MATERIALS**

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 **August 04, 2010 (Eff. 09/01/10).**

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

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/jl
Attach

Copy to: **Office of Procurement Services**
Valerie Chavez, MCDOT

(Please remove Serial 03255-C from your contract notebooks)

TRAFFIC SIGNING MATERIALS

1.0 INTENT:

The intent of this bid is to award a requirements contract for **TRAFFIC SIGNING MATERIALS** for the Maricopa County Department of Transportation. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the **Office of Procurement Services**. Deliveries are to be made to the Maricopa County Department of Transportation Procurement-Distribution Center, 2222 South 27th Avenue, Phoenix, AZ 85009, as covered by purchase order.

2.0 TECHNICAL SPECIFICATIONS:

2.1 ALUMINUM TRAFFIC SIGN BLANKS:

Each blank shall be degreased, etched, alodine coated in accordance with MIL-C-5541B, packaged for protection from dust and moisture and ready for application of either paint or reflective sheeting. Each blank shall be made of 5052-H38 or better Alloy, governed by A.S.T.M. specification B-209-73 or latest revisions. Each blank shall be furnished with standard 3/8 inch hole locations and corner radii, unless otherwise noted, as shown on Maricopa County Department of Transportation, Standard Details 2061-1 through 2061-22 (EXHIBIT "A"). Other sizes not listed may possibly be required and the county will purchase these from the successful bidder at the same square foot price as blanks of the same thickness. Sign blanks shall be packaged ten per package.

2.2 REFLECTIVE SHEETING:

Reflective Sheeting used in the fabrication of traffic control signs shall meet the requirements of the FHWA specifications FP-03 and ASTM (D 4956) modified as noted hereinafter. Sheeting will be classified by type in accordance with Federal Standard Specifications FP-03 and ASTM (D 4956) and the following:

2.2.1 TYPE IV SHEETING:

Type IV is a high-intensity retroreflective sheeting to meet or exceed 3M high intensity prismatic grade 3930, consisting of prismatic lens elements. The sheeting shall have a pre-coated equivalent or pressure sensitive adhesive and shall meet the minimum coefficients as required by ASTM D4956-09 Type IV.

2.2.2 TYPE VIII SHEETING:

Type VIII sheeting is an unmetallized microprismatic retroreflective element material. Equal to or exceeds 3M fluorescent orange prismatic work zone sheeting3924S diamond grade material. Type VIII sheeting shall meet the minimum coefficients of retroreflection as required by ASTM D4956-09 Type VIII

2.2.3 TYPE XI SHEETING:

Type XI sheeting is an unmetallized microprismatic retroreflective element material meets or exceeds 3M DG3 diamond grade sheeting. Type XI sheeting shall meet the minimum coefficients of retroreflection as required by ASTM D4956-09 Type XI.

2.2.4

The retroreflective sheeting (all types) shall comply with the liner removal and adhesive requirements contained in ASTM D 4956-09 sections 6.8 and 6.9.

2.2.5 Miscellaneous Sheeting Items/Reflective & Non-Reflective:

The manufacturer must provide documentation, to the satisfaction of the Engineer, for all sheeting types purchased by Maricopa County. The sheeting proposed must have been

used successfully in a substantial traffic sign program under similar climatic conditions for at least three years.

2.2.6 NON-REFLECTIVE VINYL SHEETING AND OVERLAYS:

2.2.6.1 Non-reflective vinyl sheeting in various colors. Durable, dimensionally stable vinyl that is pressure sensitive for commercial and industrial type applications which will withstand severe weather and handling conditions.

2.2.6.2 Electronic cutable acrylic overlay, films, the sheeting manufacturer shall manufacture electronic cutable acrylic films in the standard traffic control colors, which shall be part of sheeting matched components, in non-perforated, transparent and non-reflective film. When used in accordance with the sheeting manufacturer's instructions, shall not be less the warranty term of the sheeting material (all Types).

2.2.6.3 Graffiti film protective overlay. 3M 1160 or equivalent. The sheeting manufacturer shall also manufacture clear protective overlays which are compatible with the sheeting's & when used in accordance with the sheeting manufacturer's instructions, shall not lessen the warranty term of the sheeting material (all types).

2.2.7 COLOR REQUIREMENTS:

Conformance to color requirements shall be determined spectrophotometrically in accordance with ASTM E 1164, with instruments utilizing either 45/0 or 0/45 illumination/viewing conditions as described for the 2 degree standard observer and CIE illuminant D65 in accordance with ASTM E 308. For either method, material reference standards used to calibrate the test instrument shall be retroreflective reference standards which have been recently calibrated on a spectrophotometer

2.2.8 SPECIFIC INTENSITY PER UNIT AREA (SIA):

For screen-printed transparent colored areas on white sheeting, the SIA values shall not be less than 70% of the values for the corresponding color in the applicable table.

2.2.9 SHRINKAGE:

Retroreflective sheeting (all types) shall meet the shrinkage requirements of ASTM D4956-09 section 6.6.

2.2.10 FLEXIBILITY:

The retroreflective sheeting (all types) shall meet the flexibility requirements of ASTM D4956-09 section 6.7.

2.2.11 ACCELERATED OUTDOOR WEATHERING:

The retroreflective sheeting (all types) shall meet the accelerated outdoor weathering and colorfastness requirements of ASTM D4956-09 section 6.4 and 6.5.

2.2.12 PERFORMANCE REQUIREMENTS AND OBLIGATIONS TYPE IV:

2.2.12.1 Field Performance Requirements:

Type IV sheeting processed and applied to sign blank materials in accordance with the sheeting manufacturer's recommendations shall perform effectively for the number of years stated in this sub article. The retroreflective sheeting will be considered unsatisfactory if tint has deteriorated due to natural causes to the

extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) Sheeting manufactured of ordinary colors and processed and applied to sign blank materials in accordance with sheeting manufacturer's recommendations, shall perform effectively for at least 10 years. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimum specified for that sheeting during that period listed. 80% of initial minimum coefficients of retroreflection for type IV up to 7 years and 70% of values up to 10 years Failure of process colors or overlay films provided and/or sold for use on recommended sheeting shall constitute a failure of the sign and shall be replaced under the manufacturer's replacement obligations. For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficients of retroreflection shall not be less than 70% of the values for the corresponding integral color. All measurements shall be made after sign cleaning according to the sheeting manufacturer's recommendations.

2.2.12.2 Sheeting Manufacturer's Replacement Obligation:

For ordinary colors where it can be shown that retroreflective signs, supplied and used according to the sheeting manufacturer's recommendations, have not met the performance requirements the sheeting manufacturer shall cover restoration costs as follows for sheeting's shown to be unsatisfactory during: For the entire 10 years, the sheeting manufacturer will replace the sheeting required to restore the sign surface to its original effectiveness. In addition, during the first seven years the sheeting manufacturer will cover the cost of restoration of the sign surface to its original effectiveness at no cost to agency for materials and labor.

2.2.13 PERFORMANCE REQUIREMENTS AND OBLIGATIONS TYPE XI:

2.2.13.1 Field Performance Requirements:

Type XI For Permanent Signing – Ordinary Colors: Sheeting manufactured of ordinary colors and processed and applied to sign blank materials in accordance with sheeting manufacturer's recommendations, shall perform effectively for at least 12 years. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimum specified for that sheeting during that period listed. 80% of initial minimum coefficients of retroreflection for type XI up to 7 years and 70% of values up to 12 years Failure of process colors or overlay films provided and/or sold for use on recommended sheeting shall constitute a failure of the sign and shall be replaced under the manufacturer's replacement obligations. For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficients of retroreflection shall not be less than 70% of the values for the corresponding integral color. All measurements shall be made after sign cleaning according to the sheeting manufacturer's recommendations.

Type XI For Permanent Signing – Fluorescent Colors: Sheeting manufactured of fluorescent colors and processed and applied to sign blank materials in accordance with sheeting manufacturer's recommendations shall perform effectively for the number of years stated in this specification. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated

due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimum specified for that sheeting during that period listed. 80% of initial minimum required coefficients of retroreflection for type XI values for 5 years and 70% of values up to 10 years Failure of process colors or overlay films provided and/or sold for use on recommended sheeting shall constitute a failure of the entire sign and shall be replaced under the manufacturer's replacement obligations. All measurements shall be made after sign cleaning according to sheeting the manufacturer's recommendations.

Type XI For Temporary Signing – Fluorescent Orange Colors Sheeting manufactured of fluorescent orange and applied to sign blank material in accordance with the sheeting manufacturer's recommendations, is expected to perform effectively for a minimum of three years. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose or (2) retains less than 50% of the minimum coefficient of retroreflection values at 0.2 degrees observation, -4 degrees entrance (measured in accordance with ASTM E810). All measurements shall be made after sign cleaning according to the sheeting manufacturer's recommendations. Natural causes include effects of exposure to weather. Natural causes exclude (without limitation) damage from exposure to chemicals, abrasion and other mechanical damage (such as from fasteners used to mount the sign, collisions or mishandling), vandalism, or malicious mischief.

2.2.13.2 Sheeting Manufacturer's Replacement Obligation:

For ordinary colors where it can be shown that retroreflective signs, supplied and used according to the sheeting manufacturer's recommendations, have not met the performance requirements the sheeting manufacturer shall cover restoration costs as follows for sheeting's shown to be unsatisfactory during: For the entire 12 years, the sheeting manufacturer will replace the sheeting required to restore the sign surface to its original effectiveness. In addition, during the first seven years the sheeting manufacturer will cover the cost of restoration of the sign surface to its original effectiveness at no cost to agency for materials and labor. For fluorescent colors where it can be shown that retroreflective signs, supplied and used according to the sheeting manufacturer's recommendations, have not met the performance requirements, the sheeting manufacturer shall cover restoration costs as follows for sheeting's shown to be unsatisfactory: If the failure occurs within the first 5 years from the date of fabrication, the manufacturer will, at its expense, restore the sign surface to its original effectiveness. If the failure occurs within the 6^{th} to 10^{th} year from the date of fabrication, the manufacturer will furnish the necessary amount of sheeting necessary to restore the sign surface to its original effectiveness. Replacement sheeting shall carry the unexpired warranty of the sheet. For temporary signing, fluorescent orange, where it can be shown that the retroreflective sheeting fails to conform to the performance requirements, the sheeting manufacturer's sole responsibility and purchaser's and user's exclusive remedy shall be: Provide replacement sheeting. This sheeting shall carry the unexpired warranty of the sheeting it replaces

2.2.14 PERFORMANCE REQUIREMENTS AND OBLIGATIONS TYPE VIII:

2.2.14.1 Field Performance Requirements:

Retroreflective sheeting processed and applied in accordance with the sheeting manufacturers recommendations, is expected to perform effectively for a minimum of three years. The retroreflective sheeting will be considered

unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for the intended purpose or (2) the coefficient of retroreflection, after cleaning is less than a minimum of 115 cd/fc/ft2 at 0.2/-4. All measurements shall be made after sign cleaning according to the sheeting manufacturers recommendations. Natural causes include effects of exposure to weather. Natural causes exclude (without limitation) damage from exposure to chemicals, abrasion, and other mechanical damage (such as from fasteners used to mount the sign, collisions or mishandling) , vandalism, or malicious mischief.

2.2.14.2 Sheeting Manufacturer's Replacement Obligation:

Where it can be shown that the retroreflective sheeting fails to conform to the performance requirements, the sheeting manufacturer's sole responsibility and purchaser's and user's exclusive remedy shall be: Replacement sheeting shall carry the unexpired warranty of the sheeting it replaces.

2.2.15 COUNTY'S OBLIGATION:

The using agency shall be responsible for requiring the dating of all signs at the time of fabrication with the fabrication date so that the start of the warranty period can be determined. In the event of claims made under the warranty the agency shall notify the sheeting manufacturer of the failure within a reasonable time of the failure, provide reasonable information requested by the sheeting manufacturer and permit the manufacturer to verify the cause of the failure.

2.2.16 CERTIFICATION:

The sign manufacturer shall submit with each lot or shipment a certification which states that the material supplied will meet all the requirements of this specification for the applicable sheeting type(s).

2.3 READY-MADE SIGNS:

2.3.1 TYPE IV SHEETING:

Type IV is a high-intensity retroreflective sheeting to meet or exceed 3M high intensity prismatic grade 3930, consisting of prismatic lens elements. The sheeting shall have a pre-coated equivalent or pressure sensitive adhesive and shall meet the minimum coefficients as required by ASTM D4956-09 Type IV.

2.3.2 TYPE VIII SHEETING:

Type VIII sheeting is an unmetallized microprismatic retroreflective element material. Equal to or exceeds 3M fluorescent orange prismatic work zone sheeting 3924S diamond grade material. Type VIII sheeting shall meet the minimum coefficients of retroreflection as required by ASTM D4956-09 Type VIII

2.3.3 TYPE XI SHEETING:

Type XI sheeting is an unmetallized microprismatic retroreflective element material meets or exceeds 3M DG3 diamond grade sheeting. Type XI sheeting shall meet the minimum coefficients of retroreflection as required by ASTM D4956-09 Type XI.

2.3.4 THE RETROREFLECTIVE SHEETING
(All types) shall comply with the liner removal and adhesive
Requirements contained in ASTM D 4956-09 sections 6.8 and 6.9.

2.3.5 Miscellaneous Sheeting Items/Reflective & Non-Reflective:
The manufacturer must provide documentation, to the satisfaction of the Engineer, for all sheeting types purchased by Maricopa County. The sheeting proposed must have been used successfully in a substantial traffic sign program under similar climatic conditions for at least three years.

2.3.6 NON-REFLECTIVE VINYL SHEETING, & OVERLAYS:

2.3.6.1 Non-reflective vinyl sheeting in various colors. Durable, dimensionally stable vinyl that is pressure sensitive for commercial and industrial type applications which will withstand severe weather and handling conditions.

2.3.6.2 Electronic cuttable Acrylic overlay film The sheeting manufacturer shall manufacture electronic cuttable acrylic overlay films in standard traffic colors which shall be part of sheeting matched component system. in non-perforated, transparent and non-reflective film. Standard Colors

2.3.6.3 Graffiti film protective overlay **3M 1160 or equivalent**. The sheeting manufacturer shall also manufacture clear protective overlays which are compatible with the sheeting's & when used in accordance with the sheeting manufacturer's instructions, shall not lessen the warranty term of the sheeting material (all types).

2.3.7 COLOR REQUIREMENTS:

Conformance to color requirements shall be determined spectrophotometrically in accordance with ASTM E 1164, with instruments utilizing either 45/0 or 0/45 illumination/viewing conditions as described for the 2 degree standard observer and CIE illuminant D65 in accordance with ASTM E 308. For either method, material reference standards used to calibrate the test instrument shall be retroreflective reference standards which have been recently calibrated on a spectrophotometer

2.3.8 SPECIFIC INTENSITY PER UNIT AREA (SIA):

For screen-printed transparent colored areas on white sheeting, the SIA values shall not be less than 70% of the values for the corresponding color in the applicable table.

2.3.9 SHRINKAGE:

Retroreflective sheeting (all types) shall meet the shrinkage requirements of ASTM D4956-09 section 6.6.

2.3.10 FLEXIBILITY:

(The retroreflective sheeting (all types) shall meet the flexibility requirements of ASTM D4956-09 section 6.7.

2.3.11 ACCELERATED OUTDOOR WEATHERING:

The retroreflective sheeting (all types) shall meet the accelerated outdoor weathering and colorfastness requirements of ASTM D4956-09 section 6.4 and 6.5.

2.3.12 PERFORMANCE REQUIREMENTS AND OBLIGATIONS TYPE IV:

2.3.12.1 Field Performance Requirements:

Type IV sheeting processed and applied to sign blank materials in accordance with the sheeting manufacturer's recommendations shall perform effectively for the number of years stated in this sub article. The retroreflective sheeting will be considered unsatisfactory if tint has deteriorated due to natural causes to the

extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) Sheeting manufactured of ordinary colors and processed and applied to sign blank materials in accordance with sheeting manufacturer's recommendations, shall perform effectively for at least 10 years. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimum specified for that sheeting during that period listed. 80% of initial minimum coefficients of retroreflection for type IV up to 7 years and 70% of values up to 10 years Failure of process colors or overlay films provided and/or sold for use on recommended sheeting shall constitute a failure of the sign and shall be replaced under the manufacturer's replacement obligations. For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficients of retroreflection shall not be less than 70% of the values for the corresponding integral color. All measurements shall be made after sign cleaning according to the sheeting manufacturer's recommendations.

2.3.12.2 Sheeting Manufacturer's Replacement Obligation:

For ordinary colors where it can be shown that retroreflective signs, supplied and used according to the sheeting manufacturer's recommendations, have not met the performance requirements the sheeting manufacturer shall cover restoration costs as follows for sheeting's shown to be unsatisfactory during: For the entire 10 years, the sheeting manufacturer will replace the sheeting required to restore the sign surface to its original effectiveness. In addition, during the first seven years the sheeting manufacturer will cover the cost of restoration of the sign surface to its original effectiveness at no cost to agency for materials and labor.

2.3.13 PERFORMANCE REQUIREMENTS AND OBLIGATIONS TYPE XI:

2.3.13.1 Field Performance Requirements:

Type XI For Permanent Signing – Ordinary Colors: Sheeting manufactured of ordinary colors and processed and applied to sign blank materials in accordance with sheeting manufacturer's recommendations, shall perform effectively for at least 12 years. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimum specified for that sheeting during that period listed. 80% of initial minimum coefficients of retroreflection for type XI up to 7 years and 70% of values up to 12 years Failure of process colors or overlay films provided and/or sold for use on recommended sheeting shall constitute a failure of the sign and shall be replaced under the manufacturer's replacement obligations. For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficients of retroreflection shall not be less than 70% of the values for the corresponding integral color. All measurements shall be made after sign cleaning according to the sheeting manufacturer's recommendations.

Type XI For Permanent Signing – Fluorescent Colors: Sheeting manufactured of fluorescent colors and processed and applied to sign blank materials in accordance with sheeting manufacturer's recommendations shall perform effectively for the number of years stated in this specification. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated

due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimum specified for that sheeting during that period listed. 80% of initial minimum required coefficients of retroreflection for type XI values for 5 years and 70% of values up to 10 years Failure of process colors or overlay films provided and/or sold for use on recommended sheeting shall constitute a failure of the entire sign and shall be replaced under the manufacturer's replacement obligations. All measurements shall be made after sign cleaning according to sheeting the manufacturer's recommendations.

Type XI For Temporary Signing – Fluorescent Orange Colors Sheeting manufactured of fluorescent orange and applied to sign blank material in accordance with the sheeting manufacturer's recommendations, is expected to perform effectively for a minimum of three years. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose or (2) retains less than 50% of the minimum coefficient of retroreflection values at 0.2 degrees observation, -4 degrees entrance (measured in accordance with ASTM E810). All measurements shall be made after sign cleaning according to the sheeting manufacturer's recommendations. Natural causes include effects of exposure to weather. Natural causes exclude (without limitation) damage from exposure to chemicals, abrasion and other mechanical damage (such as from fasteners used to mount the sign, collisions or mishandling), vandalism, or malicious mischief.

2.3.13.2 Sheeting Manufacturer's Replacement Obligation:

For ordinary colors where it can be shown that retroreflective signs, supplied and used according to the sheeting manufacturer's recommendations, have not met the performance requirements the sheeting manufacturer shall cover restoration costs as follows for sheeting's shown to be unsatisfactory during: For the entire 12 years, the sheeting manufacturer will replace the sheeting required to restore the sign surface to its original effectiveness. In addition, during the first seven years the sheeting manufacturer will cover the cost of restoration of the sign surface to its original effectiveness at no cost to agency for materials and labor. For fluorescent colors where it can be shown that retroreflective signs, supplied and used according to the sheeting manufacturer's recommendations, have not met the performance requirements, the sheeting manufacturer shall cover restoration costs as follows for sheeting's shown to be unsatisfactory: If the failure occurs within the first 5 years from the date of fabrication, the manufacturer will, at its expense, restore the sign surface to its original effectiveness. If the failure occurs within the 6^{th} to 10^{th} year from the date of fabrication, the manufacturer will furnish the necessary amount of sheeting necessary to restore the sign surface to its original effectiveness. Replacement sheeting shall carry the unexpired warranty of the sheet. For temporary signing, fluorescent orange, where it can be shown that the retroreflective sheeting fails to conform to the performance requirements, the sheeting manufacturer's sole responsibility and purchaser's and user's exclusive remedy shall be: Provide replacement sheeting. This sheeting shall carry the unexpired warranty of the sheeting it replaces

2.3.14 PERFORMANCE REQUIREMENTS AND OBLIGATIONS TYPE VIII:

2.3.14.1 Field Performance Requirements:

Retroreflective sheeting processed and applied in accordance with the sheeting manufacturers recommendations, is expected to perform effectively for a minimum of three years. The retroreflective sheeting will be considered

unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for the intended purpose or (2) the coefficient of retroreflection, after cleaning is less than a minimum of 115 cd/fc/ft2 at 0.2/-4. All measurements shall be made after sign cleaning according to the sheeting manufacturers recommendations. Natural causes include effects of exposure to weather. Natural causes exclude (without limitation) damage from exposure to chemicals, abrasion, and other mechanical damage (such as from fasteners used to mount the sign, collisions or mishandling) , vandalism, or malicious mischief.

2.3.14.2 Sheeting Manufacturer's Replacement Obligation:

Where it can be shown that the retroreflective sheeting fails to conform to the performance requirements, the sheeting manufacturer's sole responsibility and purchaser's and users exclusive remedy shall be: Replacement sheeting shall carry the unexpired warranty of the sheeting it replaces.

2.3.15 COUNTY'S OBLIGATION:

The using agency shall be responsible for requiring the dating of all signs at the time of fabrication with the fabrication date so that the start of the warranty period can be determined. In the event of claims made under the warranty the agency shall notify the sheeting manufacturer of the failure within a reasonable time of the failure, provide reasonable information requested by the sheeting manufacturer and permit the manufacturer to verify the cause of the failure.

2.3.16 CERTIFICATION:

The sign manufacturer shall submit with each lot or shipment a certification which states that the material supplied will meet all the requirements of this specification for the applicable sheeting type(s)

2.3.17 BASE METAL:

2.3.17.1 Description:

The base metal shall be new sheet aluminum of alloys 6061-T6 or 5052-H38 conforming to the requirements of ASTM Designation: B209 the thickness of the aluminum sheet shall be as indicated on the Item Number Description unless otherwise specified. The alloy and temper designations shall be verified by mill certification. Each blank will be furnished with standard 3/8" hole locations and corner radii, unless otherwise noted, as shown on Maricopa County Department of Transportation, Standard Details 2061-1 through 2061-22 (EXHIBIT "A").

2.3.17.2 Fabrication:

The fabrication of all metal parts shall be accomplished in a uniform and workmanlike manner. The sign panels are to be cut as shown on the sign specification sheets. This dimensional tolerance of the panels shall be size and shape free of buckles, warp, dents, cockles, burrs, sharp edges and any other defects resulting from fabrication. All possible fabrications, including shearing, cutting and punching of holes shall be completed prior to the base metal pretreatment.

2.3.17.3 Stamping MCDOT: The contractor shall stamp an impression of "MCDOT" with ¼" text height into the back of all aluminum blanks so that the image is lowered into the surface of the aluminum. It is the contractor's responsibility to make sure all dies are maintained to create a uniformed appearance. Any blanks that are not stamped "MCDOT" will be rejected.

2.3.18 SCREENING INKS, PROCESS PASTE, CLEARS AND THINNERS:

2.3.18.1 Pretreatment:

The front and back surfaces of the aluminum base metal shall be cleaned, deoxidized and coated with a light, tightly adherent chromated conversion coating free of any powdery residue. The base metal pretreatment process shall be in conformance with Section 5, "Recommended Processing Methods" of ASTM Designation: B 449. The coating weight shall be less 2 (10-34 mg/sq. ft.), with a median of 25 mg/sq. ft. as the optimum coating weight. All treatment tanks or spray applied pretreatment is performed by immersion methods. The tanks shall be of sufficient size to accommodate the complete panel. Titration equipment shall be available for the inspector's use to check the solution strengths.

The cleaned and coated base metal shall be handled only by a mechanical device or by operators wearing clean cotton or rubber gloves. After cleaning and coating operations, the panels shall be protected at all times from contact or exposure to grease oils, dust or other contaminants. Only those screening inks, process pastes clears and thinners recommended by the reflective sheeting manufacturer shall be used. All such materials shall be used only in accordance with sheeting manufacturer's recommendations for the items stated above.

Such recommendations shall be obtained in writing and a copy furnished to Maricopa County Transportation and Development Agency. Any changes in those items stated above which a manufacturer deems necessary shall first be approved in writing by the designated representative.

2.3.19 OUTDOOR WEATHERABILITY:

The outdoor weatherability of the applied inks or paste shall be comparable to the outdoor durability of the reflective sheeting as stated in Section 2.3.11

2.3.20 ADHERENCE:

No process inks shall be removed when tested by applying cellophane tape over a properly cured, color processed area and removing the tape with one quick motion. The tape shall be 3M™ Company Scotch Brand Cellophane Tape No. 600, 3/4" wide or equal.

2.3.21 SOLVENT-RESISTANCE:

Screened sign faces shall be properly cured and solvent resistant to cleaning solvents recommended by the manufacturer of the reflective sheeting.

~~2.3.22 COLOR:~~

~~The color of the screened sign face surface as specified shall conform to the color specification limits and reference standards for Type III reflective sheeting as specified in Federal Specification FP-96, except that the maximum reflectance limit of the colors blue and green shall be 5.D and 10.0, respectively. A significant difference between day and night time reflective color shall be grounds for rejecting the signs.~~

2.3.23 SIGN PANEL FABRICATION:

The message shall be one or a combination of the following types:

2.3.23.1 Direct screening or reverse screened. The finished screened sign shall comply with all requirements of these specifications, including color and reflectivity.

2.3.23.2 Pressure sensitive computer cut-out reflective sheeting of the same type as specified in Section 2.3.1 of these specifications. Such sheeting shall comply with all requirements of these specifications, including color and reflectivity.

2.3.23.3 Black pressure sensitive computer cut out non-reflective sheeting from the approved manufacturers will be permitted in lieu of black process paste.

2.3.23.4 The sign faces shall conform to the dimensions and letter series shown on Exhibits (1) through (21).

2.3.24 SPLICES IN REFLECTIVE SHEETING:

No finished sign panel shall have splices.

2.3.25 FINISH:

The finished signs shall be flat within a ratio of 0.04 inches per linear foot when measured across the plane of each panel from opposite corners or at any locations on the panel. All surface exposed to weathering shall be free of any defects in the coating that may impair the serviceability or detract from the general appearance or color matching of the sign. The finished sign shall be clean and free from all burrs, sharp edges, delaminated reflective sheeting and aluminum marks. Signs with any defects or damage that would affect their appearance or service ability will not be acceptable. No air pockets or bubbles shall exist between the sheeting and the base material.

2.3.26 INSPECTION:

All material and finished signs are subject to inspection by the County at the place of manufacture, and shall be subject to final inspection at the Traffic Operations office at the time of delivery. The County shall have free entry at all times to such parts of the plant as concerns the manufacture or production of signs. Adequate facilities required for inspection shall be furnished without charge to the County. Signs not conforming in all respects to the requirements of these specifications will be rejected.

2.3.27 **SIGNING (STANDARD AND SPECIAL)**

2.3.27.1 **Standard Signs: - All signs as listed in the Maricopa County Sign Manual or the Manual for Uniform Control set-up cost. Unit cost can then be calculated as determined by the total quantity ordered.**

2.3.27.2 **Special Signs: - Signs other than those in the above listed manuals that will require a special set-up cost. Vendor shall indicate set-up cost. Unit cost can then be calculated as determined by the total quantity ordered.**

2.3.28 SIGN RECYCLING:

All pricing shall be bid on a per square foot basis. Gross square footage of shapes (octagon, triangle, etc.) will be used for calculation purposes.

Example: 24" octagon equals 4.0 square feet

Bid price to include freight charges both ways. All recycled sign blanks shall be stripped using a mechanical process. Stripped sign blank thickness shall not be reduced more than 0.01" from original thickness.

Credit shall be provided for scrap metal received and shall be applied at the current, per pound, local recycling market rate. Credit amount shall be shown on the invoice.

2.4 USAGE REPORT:

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

2.5 DELIVERY AND INSTALLATION:

Delivery shall be F.O.B. Destination FREIGHT PREPAID within SEVEN (7) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.6 EXPEDITED DELIVERY:

2.6.1 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.

2.6.2 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.

2.6.3 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.

2.7 SHIPPING DOCUMENTS:

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

2.7.1 Contract Serial number.
2.7.2 Contractor's name and address.
2.7.3 Using Agency name and address.
2.7.4 Using Agency purchase order number.
2.7.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.8 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Phoenix, Arizona 85003

2.9 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within TEN (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

2.10 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial

laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.11 ACCEPTANCE:

Upon delivery, the materials shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.12 DISCONTINUED MATERIALS:

2.12.1 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:

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

2.12.1.2 Documentation that names the replacement material.

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

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

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

2.12.2 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.

2.13 WARRANTY:

2.13.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

2.13.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

2.13.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

2.13.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

2.14 INVOICES AND PAYMENTS:

2.14.1 The Contractor shall submit two (2) legible copies 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 delivery
- Quantity
- Contract Item number(s)
- Description of Purchase
- Pricing per unit of purchase
- Extended price
- Total Amount Due

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

2.14.3 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 Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/) .

2.14.4 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.

2.15 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.

2.16 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.

2.17 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 three (3) years.

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 expiration. 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 REQUIREMENTS**

2.28.1 **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 A+. 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.**

3.5.1 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.

3.5.2 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.3 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.

3.5.4 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.

3.5.5 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.

3.5.6 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.7 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.

3.5.8 **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.

3.5.9 **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 $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.

3.5.10 Workers' Compensation:

3.5.10.1 **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.**

3.5.10.2 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.

3.5.11 **Certificates of Insurance.**

2.28.1.1 **Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County within 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.**

3.5.11.1 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.

3.5.11.2 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.

3.5.12 Cancellation and Expiration Notice.

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

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

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

3.7 INTERNET ORDERING CAPABILITY:

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

3.8 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 **Office of Procurement Services** Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.9 ORDERING AUTHORITY.

3.9.1 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).

3.9.2 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.

3.9.3 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.

3.9.4 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.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

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

3.12 TERMINATION BY THE COUNTY:

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

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

3.14 OFFSET FOR DAMAGES;

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

3.15 ADDITIONS/DELETIONS OF SERVICE:

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

3.16 SUBCONTRACTING:

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

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

3.17 AMENDMENTS:

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

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

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

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

3.19 AUDIT DISALLOWANCES:

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

3.20 VALIDITY:

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

3.21 RIGHTS IN DATA:

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

3.22 RELATIONSHIPS:

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

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.24.1 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:

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

3.24.1.2 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.24.1.3 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

3.24.1.4 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.

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

3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.24 ALTERNATIVE **DISPUTE RESOLUTION:**

3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and

those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.25.1.1 Render a decision;

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

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

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

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

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

2.28.2 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.

2.28.3 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.18.1 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 department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

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

3.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors

certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 CONTRACTOR LICENSE REQUIREMENT:

3.27.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both the **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

3.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.28 **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:

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

3.28.2 **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.

3.29 POST AWARD MEETING:

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

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ZUMAR INDUSTRIES, INC.

EXHIBIT B
Award and Rate Sheet

3M COMPANY – TRAFFIC SAFETY, BLDG 225-5S-08, P O BOX 33225, ST PAUL, MN 55133-3225

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	☐	☑	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT. (If Applicable)

PRICING SHEET: NIGP CODE 8010901, 8014801, 80109

SIGN SHEETING				
Bid	Title	Unit	UofM	Bidder Notes
10026-C-9-01	Type IV 3M Series 3930 HIP	$1.22	square foot	
10026-C-9-02	Type VIII Fluorescent Orange Sheeting	$2.50	square foot	
10026-C-9-03	Type XI 3M Series 4090 DG3	$3.90	square foot	
10026-C-9-04	Type XI 3M Series 4080 DG3	$3.90	square foot	
Miscellaneous Sheeting Items/Reflective & Non-Reflective				
Bid	Title	Unit	UofM	Bidder Notes
10026-C-10-01	Letters, Numbers, Borders and Corners:	0.00%	each	Refer to 3M Catalog for Letters, Numbers, Borders and Corners available.
10026-C-10-02	Transfer Tape	$0.22	square foot	
10026-C-10-03	Inks & Thinner:	$0.00	gallon	Inks will be supplied at No Charge
10026-C-10-04	Graffiti Film 3M #1150 or Equal	$0.99	square foot	
10026-C-10-05	Graffiti Film 3M #1160 or Equal	$2.00	square foot	
10026-C-10-06	EC Film Vinyl 3M #7725 or Equal	$0.48	square foot	
10026-C-10-07	EC Film Acrylic 3M #1170 or Equal	$1.05	square foot	

Terms:	NET 30
Vendor Number:	W000006686 X
Telephone Number:	800-553-1380
Fax Number:	888-246-9793
Contact Person:	Robert Schouveller
E-mail Address:	tbidgroup@mmm.com
Certificates of Insurance	Not Required
Contract Period:	To cover the period ending **August 31, ~~2013~~ 2016.**

Z A P MANUFACTURING, INC., 12086 CHARLES DRIVE, GRASS VALLEY, CA 95945

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	☐	☑	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES % OF TOTAL BID AMOUNT. (If Applicable)

PRICING SHEET: NIGP CODE 9688002, 9688003, 96880

SIGN BLANK RECYCLING PRICING PER SQ.FT. FOR REMOVAL ONLY					
Bid	Title	Price	UofM	Description	Bidder Notes
10026-C-6-01	REMOVAL ONLY: ENGINEER GRADE SHEETING	~~$1.00~~ **$1.10** -	square foot	REMOVAL ONLY: ENGINEER GRADE SHEETING	
10026-C-6-02	REMOVAL ONLY: SUPER ENGINEER GRADE SHEETING	~~$1.00~~ **$1.10** -	square foot	REMOVAL ONLY: SUPER ENGINEER GRADE SHEETING	
10026-C-6-03	REMOVAL ONLY: HIGH INTENSITY GRADE SHEETING	~~$1.00~~ **$1.10** -	square foot	REMOVAL ONLY: HIGH INTENSITY GRADE SHEETING	
10026-C-6-04	REMOVAL ONLY: DIAMOND EQUIVALENCY GRADE SHEETING	~~$1.00~~ **$1.10** -	square foot	REMOVAL ONLY: DIAMOND EQUIVALENCY GRADE SHEETING	
SIGN BLANK RECYCLING PRICING PER SQ.FT. FOR REMOVAL AND RE-FACING					
Bid	Title	Price	UofM	Description	Bidder Notes
10026-C-7-01	REMOVAL AND RE-FACING ONLY: ENGINEER GRADE SHEETING	~~$2.30~~ **$2.45-**	square foot	ENGINEER GRADE SHEETING	
10026-C-7-02	REMOVAL AND RE-FACING ONLY: SUPER ENGINEER GRADE SHEETING	$2.80	square foot	SUPER ENGINEER GRADE SHEETING	
10026-C-7-03	REMOVAL AND RE-FACING ONLY: HIGH INTENSITY GRADE SHEETING	~~$2.90~~ **$3.00**	square foot	HIGH INTENSITY GRADE SHEETING	
10026-C-7-04	REMOVAL AND RE-FACING ONLY: DIAMOND EQUIVALENCY GRADE SHEETING	~~$5.80~~ **$5.90**	square foot	DIAMOND EQUIVALENCY GRADE SHEETING	
10026-C-7-05	REMOVAL AND RE-FACING ONLY: DIAMOND GRADE SHEETING	~~$5.90~~ **$6.10** –	square foot	DIAMOND GRADE SHEETING, FLOURESCENT YELLOW & FLOURESCENT YELLOW/GREEN	

Z A P MANUFACTURING, INC., 12086 CHARLES DRIVE, GRASS VALLEY, CA 95945

10026-C-7-06	REMOVAL AND RE-FACING ONLY: DIAMOND GRADE SHEETING	~~$4.55~~ **$4.60**	square foot	DIAMOND GRADE SHEETING, FLOURESCENT ORANGE	
10026-C-7-07	REMOVAL AND RE-FACING ONLY: PROTECTIVE OVERLAY FILM	~~$1.10~~ **-$1.20**	square foot	PROTECTIVE OVERLAY FILM, 3M #1150 OR EQUAL	Price to add protective overlay film to finished sign.
10026-C-7-08	REMOVAL AND RE-FACING ONLY: PROTECTIVE OVERLAY FILM	~~$1.50~~ **$1.60** -	square foot	PROTECTIVE OVERLAY FILM, 3M #1160 OR EQUAL	Price to add protective overlay film to finished sign.

Terms:	NET 30
Vendor Number:	W000003397 X
Telephone Number:	800-824-5927
Fax Number:	530-477-0751
Contact Person:	Tim Corkins
E-mail Address:	sales@zapmfg.com
Certificates of Insurance	Not Required
Contract Period:	To cover the period ending **August 31, ~~2013~~ 2016.**

ZUMAR INDUSTRIES, 7833 N. 106TH AVE., GLENDALE, AZ 85307

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	☐	☑	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

FUEL COMPRISES 0 % OF TOTAL BID AMOUNT. (If Applicable)

PRICING SHEET: NIGP CODE 8010901, 8014801, 8014901, 8014902, 8014903, 8011202, 80109, 80112, 80148, 80149, 80149, 80149

READY MADE TRAFFIC SIGN PRICING .063 GAUGE ALUMINUM, PUNCHED & CORNER RADIUS ACCORDING TO SIGN BLANK SPECIFICATION INCLUDED IN BID

Bid	Title	Colors: One	Colors: Two	Graffiti Film: One	Graffiti Film: Two	Description
10026-C-1-01	Standard Sign: 6.4.2.1	$3.60	$3.60	$1.88	$1.88	3M Sheeting Equivalent Type IV HIP
10026-C-1-02	Special Sign: 6.4.2.2	$3.60	$3.60	$1.88	$1.88	3M Sheeting Equivalent Type IV HIP
10026-C-1-03	Standard Sign: 6.4.2.3	$5.27	$5.27	$1.96	$1.96	3M Sheeting Equivalent Type VIII
10026-C-1-04	Special Sign: 6.4.2.4	$5.27	$5.27	$1.96	$1.96	3M Sheeting Equivalent Type VIII
10026-C-1-05	Standard Sign: 6.4.2.5	$7.27	$7.27	$1.96	$1.96	3M Sheeting Equivalent Type XI DG3
10026-C-1-06	Special Sign: 6.4.2.6	$7.27	$7.27	$1.96	$1.96	3M Sheeting Equivalent Type XI DG3

READY MADE TRAFFIC SIGN PRICING .080 GAUGE ALUMINUM, PUNCHED & CORNER RADIUS ACCORDING TO SIGN BLANK SPECIFICATION INCLUDED IN BID

Bid	Title	Colors: One	Colors: Two	Graffiti Film: One	Graffiti Film: Two	Description
10026-C-2-01	Standard Sign: 6.4.3.1	$5.62	$5.62	$2.53	$2.53	3M Sheeting Equivalent Type IV HIP
10026-C-2-02	Special Sign: 6.4.3.2	$5.62	$5.62	$2.53	$2.53	3M Sheeting Equivalent Type IV HIP
10026-C-2-03	Standard Sign: 6.4.3.3	$5.64	$5.64	$1.88	$1.88	3M Sheeting Equivalent Type VIII
10026-C-2-04	Special Sign: 6.4.3.4	$5.64	$5.64	$1.88	$1.88	3M Sheeting Equivalent Type VIII
10026-C-2-05	Standard Sign: 6.4.3.5	$9.08	$9.08	$2.26	$2.26	3M Sheeting Equivalent Type XI DG3
10026-C-2-06	Special Sign: 6.4.3.6	$9.08	$9.08	$2.26	$2.26	3M Sheeting Equivalent Type XI DG3

READY MADE TRAFFIC SIGN PRICING .100 GAUGE ALUMINUM, PUNCHED & CORNER RADIUS ACCORDING TO SIGN BLANK SPECIFICATION INCLUDED IN BID

Bid	Title	Colors: One	Colors: Two	Graffiti Film: One	Graffiti Film: Two	Description
10026-C-3-01	Standard Sign: 6.4.4.1	$4.78	$4.78	$1.88	$1.88	3M Sheeting Equivalent Type IV HIP
10026-C-3-02	Special Sign: 6.4.4.2	$4.78	$4.78	$1.88	$1.88	3M Sheeting Equivalent Type IV HIP

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10026-C-3-03	Standard Sign: 6.4.4.3	$6.24	$5.73	$1.88	$1.88	3M Sheeting Equivalent Type VIII
10026-C-3-04	Special Sign: 6.4.4.4	$6.24	$5.73	$1.88	$1.88	3M Sheeting Equivalent Type VIII
10026-C-3-05	Standard Sign: 6.4.4.5	$8.17	$8.17	$1.88	$1.88	3M Sheeting Equivalent Type XI DG3
10026-C-3-06	Special Sign: 6.4.4.6	$8.17	$8.17	$1.88	$1.88	3M Sheeting Equivalent Type XI DG3

READY MADE TRAFFIC SIGN PRICING .125 GAUGE ALUMINUM, PUNCHED & CORNER RADIUS ACCORDING TO SIGN BLANK SPECIFICATION INCLUDED IN BID

Bid	Title	Colors: One	Colors: Two	Graffiti Film: One	Graffiti Film: Two	Description
10026-C-4-01	Standard Sign: 6.4.5.1	$5.68	$5.68	$1.96	$1.96	3M Sheeting Equivalent Type IV HIP
10026-C-4-02	Special Sign: 6.4.5.2	$5.68	$5.68	$1.96	$1.96	3M Sheeting Equivalent Type IV HIP
10026-C-4-03	Standard Sign: 6.4.5.3	$6.92	$6.35	$1.88	$1.88	3M Sheeting Equivalent Type VIII
10026-C-4-04	Special Sign: 6.4.5.4	$6.92	$6.35	$1.88	$1.88	3M Sheeting Equivalent Type VIII
10026-C-4-05	Standard Sign: 6.4.5.5	$9.20	$9.20	$1.96	$1.96	3M Sheeting Equivalent Type XI DG3
10026-C-4-06	Special Sign: 6.4.5.6	$9.20	$9.20	$1.96	$1.96	3M Sheeting Equivalent Type XI DG3

ALUMINUM TRAFFIC SIGN BLANKS

Bid	Title	Unit Price	Qty	UofM	Total Price	Description
10026-C-5-01	OCTAGON (STOP SIGN)	$18.08	1	each	$18.08	30 X 30 .080 gauge
10026-C-5-02	OCTAGON (STOP SIGN)	$32.31	1	each	$32.31	36 X 36 .10 gauge
10026-C-5-03	OCTAGON (STOP SIGN)	$70.77	1	each	$70.77	48 X 48 .125 gauge
10026-C-5-04	TRIANGLE	$12.85	1	each	$12.85	36 X 36 X 36 .10 gauge
10026-C-5-05	VERTICLE RECTANGLE	$1.55	300	each	$465.00	06 X 12 .080 gauge
10026-C-5-06	VERTICLE RECTANGLE	$2.00	1	each	$2.00	06 X 18 .080 gauge
10026-C-5-07	VERTICLE RECTANGLE	$2.67	1	each	$2.67	06 X 24 .080 gauge
10026-C-5-08	VERTICLE RECTANGLE	$3.33	1	each	$3.33	06 X 30 .080 gauge
10026-C-5-09	VERTICLE RECTANGLE	$7.68	1	each	$7.68	07 X 48 .10 gauge
10026-C-5-10	VERTICLE RECTANGLE	$4.39	1	each	$4.39	08 X 24 .10 gauge
10026-C-5-11	VERTICLE RECTANGLE	$12.08	1	each	$12.08	11 X 48 .10 gauge
10026-C-5-12	VERTICLE RECTANGLE	$15.20	300	each	$4,560.00	12 X 48 .10 gauge
10026-C-5-13	VERTICLE RECTANGLE	$16.47	1	each	$16.47	12 X 60 .10 gauge
10026-C-5-14	VERTICLE RECTANGLE	$22.80	110	each	$2,508.00	12 X 72 .10 gauge
10026-C-5-15	VERTICLE RECTANGLE	$18.30	1	each	$18.30	18 X 30 .10 gauge
10026-C-5-16	VERTICLE RECTANGLE	$14.82	1	each	$14.82	18 X 36 .10 gauge
10026-C-5-17	VERTICLE RECTANGLE	$24.00	1	each	$24.00	18 X 48 .125 gauge
10026-C-5-18	VERTICLE RECTANGLE	$16.47	1	each	$16.47	20 X 36 .10 gauge
10026-C-5-19	VERTICLE RECTANGLE	$19.00	700	each	$13,300.00	24 X 30 .10 gauge
10026-C-5-20	VERTICLE RECTANGLE	$22.80	1	each	$22.80	24 X 36 .10 gauge
10026-C-5-21	VERTICLE RECTANGLE	$40.00	1	each	$40.00	24 X 60 .125 gauge
10026-C-5-22	VERTICLE RECTANGLE	$28.50	180	each	$5,130.00	30 X 36 .10 gauge
10026-C-5-23	SQUARE	$0.75	1200	Each	$900.00	06 X 06 .080 gauge

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10026-C-5-24	DIAMOND	$6.92	100	each	$692.00	18 X 18 .080 gauge
10026-C-5-25	DIAMOND	$10.75	400	each	$4,300.00	24 X 24 .080 gauge
10026-C-5-26	DIAMOND	$19.23	200	each	$3,846.00	30 X 30 .080 gauge
10026-C-5-27	DIAMOND	$34.20	3100	each	$106,020.00	36 X 36 .10 gauge
10026-C-5-28	DIAMOND	$74.95	1	each	$74.95	48 X 48 .125 gauge
10026-C-5-29	HORIZONTAL RECTANGLE	$3.58	400	each	$1,432.00	18 X 12 .063 gauge
10026-C-5-30	HORIZONTAL RECTANGLE	$11.40	1000	each	$11,400.00	24 X 18 .10 gauge
10026-C-5-31	HORIZONTAL RECTANGLE	$14.25	1	each	$14.25	30 X 18 .10 gauge
10026-C-5-32	HORIZONTAL RECTANGLE	$13.85	400	each	$5,540.00	36 X 12 .125 gauge
10026-C-5-33	HORIZONTAL RECTANGLE	$20.00	1	each	$20.00	36 X 20 .125 gauge
10026-C-5-34	HORIZONTAL RECTANGLE	$24.00	1	each	$24.00	36 X 24 .125 gauge
10026-C-5-35	HORIZONTAL RECTANGLE	$48.00	20	each	$960.00	36 X 48 .125 gauge
10026-C-5-36	HORIZONTAL RECTANGLE	$24.00	1	each	$24.00	48 X 18 .125 gauge
10026-C-5-37	HORIZONTAL RECTANGLE	$36.90	450	each	$16,605.00	48 X 24 .125 gauge
10026-C-5-38	HORIZONTAL RECTANGLE	$46.15	300	each	$13,845.00	48 X 30 .125 gauge
10026-C-5-39	HORIZONTAL RECTANGLE	$55.38	1	each	$55.38	48 X 36 .125 gauge
10026-C-5-40	HORIZONTAL RECTANGLE	$80.00	20	each	$1,600.00	48 X 60 .125 gauge
10026-C-5-41	HORIZONTAL RECTANGLE	$50.00	1	each	$50.00	60 X 30 .125 gauge
10026-C-5-42	HORIZONTAL RECTANGLE	$40.00	1	each	$40.00	60 X 24 .125 gauge
10026-C-5-43	HORIZONTAL RECTANGLE	$60.00	20	each	$1,200.00	60 X 36 .125 gauge
10026-C-5-44	HORIZONTAL RECTANGLE	$80.00	1	each	$80.00	60 X 48 .125 gauge
10026-C-5-45	HORIZONTAL RECTANGLE	$96.00	20	each	$1,920.00	72 X 48 .125 gauge
10026-C-5-46	HORIZONTAL RECTANGLE	$147.69	20	each	$2,953.80	96 X 48 .125 gauge
10026-C-5-47	PENTAGON SCHOOL SIGN	$31.90	60	each	$1,914.00	36 X 36 .10 gauge
10026-C-5-48	CIRCLE	$28.00	1	each	$28.00	36 X 36 .10 gauge
10026-C-5-49	NO PASSING ZONE (ISOCELES TRIANGLE)	$30.00	1	each	$30.00	36 X 48 .125 gauge
10026-C-5-50	STREET SIGN BLANKS	$4.43	1	each	$4.43	24 X 07 .10 gauge 2061-10A
10026-C-5-51	STREET SIGN BLANKS	$6.97	1	each	$6.97	24 X 11 .10 gauge 2061-10B
10026-C-5-52	STREET SIGN BLANKS	$6.97	1	each	$6.97	24 X 11 .10 gauge 2061-10C
10026-C-5-53	STREET SIGN BLANKS	$5.54	1	each	$5.54	30 X 07 .10 gauge 2061-10A
10026-C-5-54	STREET SIGN BLANKS	$8.71	1	each	$8.71	30 X 11 .10 gauge 2061-10B
10026-C-5-55	STREET SIGN BLANKS	$8.71	1	each	$8.71	30 X 11 .10 gauge 2061-10C
10026-C-5-56	STREET SIGN BLANKS	$6.65	1	each	$6.65	36 X 07 .10 gauge 2061-10A
10026-C-5-57	STREET SIGN BLANKS	$8.55	1	each	$8.55	36 X 09 .10 gauge 2061-10B
10026-C-5-58	STREET SIGN BLANKS	$8.55	1	each	$8.55	36 X 09 .10 gauge 2061-10C
10026-C-5-59	STREET SIGN BLANKS	$10.45	1	each	$10.45	36 X 11 .10 gauge 2061-10B
10026-C-5-60	STREET SIGN BLANKS	$10.45	1	each	$10.45	36 X 11 .10 gauge 2061-10C
10026-C-5-61	STREET SIGN BLANKS	$7.76	1	each	$7.76	42 X 07 .10 gauge 2061-10A

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10026-C-5-62	STREET SIGN BLANKS	$12.19	1	each	$12.19	42 X 11 .10 gauge 2061-10B
10026-C-5-63	STREET SIGN BLANKS	$12.19	1	each	$12.19	42 X11 .10 gauge 2061-10C
10026-C-5-64	STREET SIGN BLANKS	$8.87	1	each	$8.87	48 X 07 .10 gauge 2061-10A
10026-C-5-65	STREET SIGN BLANKS	$13.93	1	each	$13.93	48 X 11 .10 gauge 2061-10B
10026-C-5-66	STREET SIGN BLANKS	$13.93	1	each	$13.93	48 X 11 .10 gauge 2061-10C
10026-C-5-67	STREET SIGN BLANKS	$15.68	1	each	$15.68	54 X 11 .10 gauge 2061-10B
10026-C-5-68	STREET SIGN BLANKS	$15.68	1	each	$15.68	54 X 11 .10 gauge 2061-10C
10026-C-5-69	STREET SIGN BLANKS	$17.42	1	each	$17.42	60 X 11 .10 gauge 2061-10B
10026-C-5-70	STREET SIGN BLANKS	$17.42	1	each	$17.42	60 X 11 .10 gauge 2061-10C
10026-C-5-71	METRO (OVERHEAD STREET NAME) SIGNS: (NO HOLE PUNCHING)	$34.62	1	each	$34.62	60 X 18 .125 gauge
10026-C-5-72	METRO (OVERHEAD STREET NAME) SIGNS: (NO HOLE PUNCHING)	$41.54	1	each	$41.54	72 X 18 .125 gauge
10026-C-5-73	METRO (OVERHEAD STREET NAME) SIGNS: (NO HOLE PUNCHING)	$48.46	1	each	$48.46	84 X 18 .125 gauge
10026-C-5-74	METRO (OVERHEAD STREET NAME) SIGNS: (NO HOLE PUNCHING)	$55.38	1	each	$55.38	96 X 18 .125 gauge
10026-C-5-75	METRO (OVERHEAD STREET NAME) SIGNS: (NO HOLE PUNCHING)	$62.30	1	each	$62.30	108 X 18 .125 gauge
10026-C-5-76	INTERSTATE SHIELD SIGN	$16.29	1	each	$16.29	24 X 24 .125 gauge
10026-C-5-77	INTERSTATE SHIELD SIGN	$20.40	1	each	$20.40	30 X 24 .125 gauge
10026-C-5-78	INTERSTATE SHIELD SIGN	$36.67	1	each	$36.67	36 X 36 .125 gauge
10026-C-5-79	INTERSTATE SHIELD SIGN	$45.00	1	each	$45.00	45 X 36 .125 gauge
10026-C-5-80	COUNTY SHIELD SIGN	$7.50	1	each	$7.50	18 X 15 .125 gauge
10026-C-5-81	COUNTY SHIELD SIGN	$12.00	1	each	$12.00	24 X 18 .125 gauge
10026-C-5-82	COUNTY SHIELD SIGN	$20.00	1	each	$20.00	30 X 24 .125 gauge

READY MADE SIGNS

Bid	Title	Unit Price	Qty	UofM	Total Price	Description
10026-C-8-01	DO NOT ENTER	$20.99	20	each	$419.80	30 X 30 .080 gauge Eng. Grade
10026-C-8-02	Warning Signs	$35.65	200	each	$7,130.00	36 X 36 .10 gauge Eng. Grade
10026-C-8-03	Stop Ahead (Symbols)	$35.65	300	each	$10,695.00	36 X 36 .10 gauge Eng. Grade
10026-C-8-04	Stop Signs	$27.17	250	each	$6,792.50	30 X 30 .080 gauge Hi-Intensity
10026-C-8-05	Stop Signs	$43.05	400	each	$17,220.00	36 X 36 .10 gauge Hi-Intensity
10026-C-8-06	Object Marker, 9-Ball/Red	$11.28	400	each	$4,512.00	18 X 18 .080 gauge Hi-Intensity

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10026-C-8-07	Object Marker, 9-Ball/Yellow	$11.28	400	each	$4,512.00	18 X 18 .080 gauge Hi-Intensity
10026-C-8-08	Object Marker, 3-Ball	$7.65	1500	each	$11,475.00	8 X 24 .10 gauge Hi-Intensity
10026-C-8-09	No Parking Anytime, Symbol	$4.17	100	each	$417.00	12 X 18 .063 gauge Eng. Grade
10026-C-8-10	No Parking Anytime, Symbol	$2.78	50	each	$139.00	12 X 12 .063 gauge Eng. Grade
10026-C-8-11	No Parking Anytime, Symbol	$13.44	100	each	$1,344.00	24 X 24 .063 gauge Eng. Grade

Hardware For Sign Installation

Bid	Title	Price	UofM	Description	Bidder Notes
10026-C-11-01	6" Street Sign Post cap (Drawing included)	$9.10	each	Also include 2 3/8 round post cap bracket no drawing.	IN ADDITION, WE OFFER A "UNIVERSAL" CAP THAT WILL FIT BOTH A SQUARE AND ROUND POST. $6.00 EACH. NO NEED TO CARRY TWO PRODUCTS.
10026-C-11-02	6" Street Sign Separator Bracket (Drawing Included)	$6.40	each	6" Street Sign Separator Bracket (Drawing Included)	
10026-C-11-03	6" Dead End plate (Drawing Included)	$6.30	each	6" Dead End plate (Drawing Included)	
10026-C-11-04	5 1/2" street sign post cap for U channel (Drawing included)	$4.65	each	5 1/2" street sign post cap for U channel (Drawing included)	808FUC90 IS 90 DEGREE 808FUC180 IS 180 DEGREE *** SAME PRICE ***
10026-C-11-05	12" Street Sign Post Cap (Drawing included)	$15.00	each	12" Street Sign Post Cap (Drawing included)	
10026-C-11-06	12" Street Sign Separator Bracket (Drawing Included)	$15.00	each	12" Street Sign Separator Bracket (Drawing Included)	
10026-C-11-07	24" Street sign post cap	$85.00	each	24" Street sign post cap	SPECIAL ORDER, REQUIRES MININUM ANNUAL PURCHASE OF 250 EACH.

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READY MADE TRAFFIC SIGN FACES/PRESSURE SENSITIVE			
Bid	Title	One Color	Two Color
10026-C-12-01	Type IV HIP	$2.17	$2.17
10026-C-12-02	Type VIII	$3.08	$2.82
10026-C-12-03	Type XI DG3I	$6.72	$6.72

Terms:	NET 30
Vendor Number:	W00003830 X
Telephone Number:	623-931-7446
Fax Number:	623-877-7446
Contact Person:	Kevin Deruiter
E-mail Address:	kevin@zumar.com
Certificates of Insurance	Not Required
Contract Period:	To cover the period ending **August 31, ~~2013~~ 2016.**

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ZUMAR INDUSTRIES, INC.

EXHIBIT C
Scope of Work

PROJECT

The City of Glendale is securing a qualified vendor to provide traffic signing materials for city streets on an as-needed basis.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ZUMAR INDUSTRIES, INC.

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the Maricopa County Department of Transportation Contract No. 10026 C.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $15,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Traffic signing materials for city streets on an as-needed basis.