



STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION  
1739 W. Jackson St., Ste. A  
Phoenix, AZ 85007

## REQUEST FOR QUOTATION

**SOLICITATION NUMBER:** BPM002286

**DESCRIPTION:** Palletized Striping Machine

**QUESTIONS:** Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (<https://app.az.gov/>) using the Discussion Forum tab.

**OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.**

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This solicitation is issued in accordance with A.R.S. §41-2535 and A.A.C. R2-7-D302 and A.A.C. R2-7-D303.

- This procurement is restricted to small businesses in accordance with A.R.S. §41-2535.
- This procurement is **NOT** restricted to small businesses in accordance with A.R.S. §41-2535.

"An Equal Opportunity Agency"

*The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.*

*Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.*

*Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.*

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## 1. Statement of Need

- 1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for a self-contained palletized road striping unit.

## 2. General Requirements

- 2.1. All parts not specifically mentioned which are necessary to provide a complete striping unit shall be included in the bid and shall conform in strength, quality, and durability, of material and workmanship to what is normally provided to the trade in general.
- 2.2. The unit is to have its own power source and be capable of painting from the right or left rear side of the truck. The striping unit shall be removable by an overhead crane, for this function permanently balanced lift points shall be installed on the unit by the vendor. The unit provided shall be new, of current model year. The unit shall be delivered completely assembled, serviced and ready to operate.
- 2.3. Unit shall be capable of applying reflectorized lines, two (2) colors simultaneously, up to a 48" wide line in a single pass, skip or solid.
- 2.4. Unit shall be equipped with an airless spray system for paint and a pressurized tank for glass beads.
- 2.5. Unit shall be a two-man operation (one truck driver and an operator on the rear of the unit). Due to the desire for a quality line and for safety reasons, one-man operations will not be acceptable.
- 2.6. Alternating operator stations must be provided on the rear of the unit, one on the left side for centerline operations and one on the right for edge-line operations.
- 2.7. Completed striper shall be palletized and of legal size and weight to be compliant with all rules and regulations pertaining to a one ton truck chassis.
- 2.8. All valves are to be labeled for function and operation.

## 3. Specific Requirements

- 3.1. Frame
  - 3.1.1. Unit shall be installed on a palletized skid mount and extend the length of the bed. Drum holders shall be located directly behind driver's cab and extend across entire width of bed.
  - 3.1.2. Frame rail shall be constructed of formed steel channel, five inch members with cross members for support. Construction shall be of tab and slot construction welded at joints.

- 3.1.3. Unit shall be so constructed to evenly distribute the weight and have two (2) hooks located on the front and one (1) on rear cross member to facilitate the lifting of the unit on and off of the truck chassis. Fork pockets shall also be furnished as described later.
- 3.1.4. Bead tank to be mounted on right side rear on the frame and cross-member for convenient filling.
- 3.1.5. Unit held on truck bed body by six (6) "L" brackets - three (3) per side.
- 3.1.6. Operator's platform shall be constructed of 1/8" steel with non-skid design. Frames without an operator's platform will not be accepted. Expanded metal deck is not acceptable.

3.2. Paint Supply

- 3.2.1. Two (2) 60 gallon stainless steel tanks with slope bottoms, hinged lids with latches removable top for cleaning.
- 3.2.2. Two (2) tank mounted hydraulic driven agitators shall be provided. The speed of the agitator shall be manually adjustable. Pneumatic driven agitators are not acceptable.

3.3. Stand Tube

- 3.3.1. A 4" diameter x 40" water-tight, leak proof tube to hold the suction hose and bleeder line tube shall be mounted in a way that it can be removed from the frame for ease of cleaning.

3.4. Safety Guards

- 3.4.1. All moving belts and pulleys shall be enshrouded by guards in compliance with OSHA regulations.

3.5. Motor Mount

- 3.5.1. Shall be constructed of 3/16" minimum steel and attached to the frame by seven gauge minimum, five inch channel supports.
- 3.5.2. Hydraulic pump and air compressor shall have adjustable mounts for tightening of the drive belts.

3.6. Gun Carriage

- 3.6.1. Gun carriage shall be single center wheeled, trailing from left rear or right rear of truck. Forward mounted, vertical mounted, or push-style carriages will not be acceptable.
- 3.6.2. Shall be equipped with reversible outrigger to paint lines on either side of the unit.

- 3.6.3. Wheel shall be 3.40/3.00-5 4P.R. or larger pneumatic tire with sealed roller bearings and a swivel caster. A pneumatic cylinder shall lift the carriage for transport and apply down pressure while striping.
- 3.6.4. Four (4) carriage arms each to be constructed of 1" x 1 ¼" square tube. Pivot points on carriage shall have oil impregnated bushings for flexibility and maintenance.
- 3.6.5. Carriage shall be attached to the slide mechanism by a heavy duty rigid mounting bracket and swivel post.
- 3.6.6. An extension bracket for the carriage mounting is to be available for mounting on a flatbed type chassis.
- 3.6.7. Gun mounts shall be adjustable to allow painting 2" to 12" lines with each gun. All adjustable gun mount components shall be zinc plated. Adjustments shall be possible at all locations along gun bar. No predetermined incremental adjustment systems will be allowed.
- 3.6.8. Carriage shall fully adjust from left or right side of truck for retracing existing lines.
- 3.6.9. Carriage shall be movable by removing a bolt to release, and move to either side of truck by means of center bearing pivot.
- 3.6.10. Pivot shall be attached to frame by means of two (2) 1-1/8" or larger pillow block bearings with pressure lubrication fittings.
- 3.6.11. Carriage with steering wheel operated from left side operator's station for centerline operations or right side operator's station for edge-line operation.
- 3.6.12. A pneumatically operated lift shall be provided to raise the carriage in and out of the transport position, and to provide up to 30 psi of down pressure. The pneumatic lift shall be controlled by a lever located convenient to the operator. A regulator will be provided to control the amount of down pressure being applied in the striping position. (Hydraulic or cable lifts will not be allowed.)
- 3.6.13. Carriage lift cylinder to be located on top side of carriage. Cylinder must extend to let carriage down (striping position) and must retract to lift carriage to transport/stow position. Pneumatic cylinder cannot lift from bottom side of carriage and has to extend to apply down pressure on carriage wheel.
- 3.6.14. Angle of cylinder to lift arm not to be less than 45 degrees angle while extended (down position for striping) and not to exceed 110 degree angle while retracted (transport/stow position) to ensure greatest mechanical advantage for lift and press.
- 3.6.15. Outrigger tube shall be fitted with sliding pads made from UHMW plastic material to aid in steering.

3.6.16. Carriage to be hydraulically steerable with steering wheel operated from left side operator's station for centerline operations or right side operator's station for edge-line operation.

3.7. Seat Support Bracket

3.7.1. Seat may be moved from the left or right side of the unit for centerline or edge-line visibility.

3.7.2. Operator must be able to swivel seat 360 degrees.

3.7.3. Deluxe operator's seat shall be provided with cushion back rest and padded armrests with safety belt and weatherproof covering.

3.8. Line Guide

3.8.1. Unit shall have mechanically adjustable line guide attached to front bumper of truck, for use as a guidance tool by driver.

3.8.2. The bumper brackets must be adjustable to fit different style of bumpers. The brackets on the line guide that attach to the bumper shall be zinc plated.

3.8.3. Main tube must be at least 9' long with orange safety guide on end.

3.8.4. Line guide must be easily removable by removing two pins with snap rings.

3.8.5. Line guide shall be capable of being lifted to a 35 degree angle and secured in this position during transport to be fully visible to driver of vehicle.

3.9. Battery Tray

3.9.1. Shall be located beneath engine. Battery tray shall be constructed of 1/8" steel with 1" lip welded to main frame.

3.9.2. Battery to be housed in a heavy duty polypropylene case totally enclosed to be protected from weather.

3.10. Engine System

3.10.1. Unit shall have a 23 HP minimum industrial/commercial grade gasoline powered Honda GX690 engine or equal with electric start.

3.10.2. It shall have a 12 volt electric power supply with 16 amp alternator.

3.10.3. The engine shall be of overhead valve design.

3.10.4. The engine shall be pressure lubricated.

- 3.10.5. Fuel tank shall have a 7 gallon capacity C.A.R.B. Compliant (California Air Resources Board) plastic tank.
- 3.10.6. Engine shall be equipped with an hour meter.
- 3.10.7. Pipe extension shall be provided on the drain out to allow oil to be easily drained.
- 3.10.8. Engine shall not have oil cooler mounted near engine. This is to ensure that the heat from the cooler does not affect engine temperature.

3.11. Air Supply System

- 3.11.1. Unit shall be equipped with a two cylinder single stage, 30 CFM displacement, air compressor with 2 gallon reservoir, unloader assembly, and a LaMan or equal 50 cfm dryer with auto drain, includes LaMan or equal 500FD float drain.
- 3.11.2. Compressor to unload when there is no demand for air. The compressor to be equipped with a means to unload which allows the compressor to operate in a no load condition when the system is not demanding air (requires less power from engine and creates less heat while the system is idle). Compressor must have means to unload head pressures once 115 psi is reached, and cut back in at 95 psi. Reservoir must be isolated from compressor during cut out period. Air system lubricator/oiler shall be furnished.
- 3.11.3. Safety valve set at 150 PSI and stamped with official ASME modified four-leaf clover symbol.
- 3.11.4. There shall be an air manifold near the compressor.
- 3.11.5. Manifold at the air compressor shall have a 0-300 PSI liquid filled pressure gauge, 2 ½” minimum and shall be visible from either operator’s position.
- 3.11.6. Compressor shall have a pipe extension on the drain out for oil to be easily drained.
- 3.11.7. Air supply hose to gun carriage is to be a nylon tube with solvent resistant neoprene cover.
- 3.11.8. Air lines on gun carriage shall be solvent resistant nylon tubing to keep lines upright, and equipped with rugged corrosion resistant brass body push-lock fittings to allow for easy replacement of air lines.
- 3.11.9. 12 volt DC, 4.5 watt air solenoids shall be installed to activate each paint and bead gun. A separate air solenoid shall be supplied for each individual gun.
- 3.11.10. Each set of solenoids to be independently controlled from the control box and shall open one paint and bead gun.

3.11.11. Solenoids provided are to be designed for rugged continuous duty and rapid cycling, full ported, and large capacity. Their flow is to be rated 10 cfm at 100 PSI with a pressure range of 0 to 125 PSI and temperature range 32 to 125 degrees Fahrenheit.

3.12. Bead Supply System

3.12.1. Unit shall be equipped with one (1) 500 pound capacity ASME approved tank for storage of reflectorized glass beads with a minimum of a 13" fill opening. Smaller openings will not be accepted.

3.12.2. The chemical and physical properties of all parts shall meet requirements for the specifications of the ASME Boiler and Pressure Vessel Code and certified by an authorized inspector of The National Board of Boiler and Pressure Vessel Inspectors.

3.12.3. Tank must be permanently labeled with modified four-leaf clover symbol of the ASME for 110 PSI maximum working pressure.

3.12.4. Tank must be steel with gasketed head, safety pressure-release valve with the modified four-leaf clover symbol of the ASME, set to 110 PSI, and have a concave bottom for clean draining.

3.12.5. It shall be complete with an air regulator and gauge to adjust bead flow from 5 to 60 PSI.

3.12.6. A ball valve shall be installed on the air supply hose at the pressure regulator.

3.12.7. 1" bronze ball valve shall be installed at bottom of bead tank to stop bead flow from tank.

3.12.8. Bead manifold shall be mounted at the bottom of the tank to divert flow of beads to individual bead supply hoses for each bead gun.

3.12.9. 3/4" ID bead supply hoses shall be clear PVC for visual flow, reinforced with a spring wire to be anti-collapsible, but with glass smooth interior to prevent material buildup. Hoses shall be rated at 70 PSI maximum at 70 degrees Fahrenheit and shall be nontoxic.

3.12.10. Three (3) Graco 238-338 air activated glass bead dispensing guns to deliver glass beads at a rate of 20 pounds per minute. Four nozzle inserts shall come standard with each bead gun. Air for atomization is not required.

3.13. Hydraulic System

3.13.1. The hydraulic pump shall be a 10 GPM at 1800 RPM and 17 GPM at 3800 RPM rotary piston, pressure-compensating pump with a swash plate for positive pressure control. Gear type pumps will not be acceptable. A hydraulic system that requires a cooler will not be acceptable. A separate pressure release valve will not be acceptable.

3.13.2. Hydraulic hoses shall have a -40 to 200 degrees Fahrenheit temperature range with 4 to 1 safety factor, be oil/weather resistant, and have a minimum working pressure of 3000 PSI.



- 3.13.3. Hydraulic reservoir is to have a minimum 12 gallon capacity, suction screen, temperature and level gauge, filter indicator, and color coded fill cap.
- 3.13.4. A 2 ½" minimum sized, liquid filled, 0-3000 PSI, pressure gauge shall be provided at the high pressure paint pump.
- 3.13.5. A hydraulic oil supply valve at the paint pump shall be rated at 2000 PSI WOG.
- 3.13.6. Hydraulic system is to contain a hydraulic oil in-line return filter containing a 10 micron element located inside the hydraulic reservoir. A service filter gauge shall be visible to operator. An internal suction side 100 micron filter shall be present. A magnet at the bottom of tank shall be present.
- 3.13.7. The ratio of hydraulic system to paint system shall be 1:1 allowing pressure to be equal in the hydraulic lines and the paint lines. Other ratios will not be acceptable.

3.14. Paint Supply System

- 3.14.1. The paint supply system shall be constructed to allow for the application of water base paint. All fluid wetted plumbing shall be stainless steel unless specified otherwise in this specification.
- 3.14.2. There shall be two (2) high-pressure airless double ball piston paint pumps rated at 2000 PSI at seven cycles per gallon with a 60 cycle per minute recommended pump speed for continuous operation for a minimum delivery of 8.6 gallons per minute each. Pumps to be Titan 989-120 or equal.
- 3.14.3. All wetted parts of the high pressure paint pump shall be waterbase compatible.
- 3.14.4. Pump to have hard chrome plating on rod and cylinder parts for abrasion resistance. An 8 oz. bottle of special pump lubricant shall be provided with the unit.
- 3.14.5. Valve seats to be carbide tungsten.
- 3.14.6. Packings to be spring loaded and self-adjusting. Pumps that have packings that are adjusted manually will not be accepted.
- 3.14.7. Pressure and volume is fully adjustable.
- 3.14.8. A foot valve at inlet, and shut-off valve on the outlet side of the paint pump.
- 3.14.9. Pump shall have capability to recirculate the paint and be equipped with a pressure bleed valve.
- 3.14.10. There shall be a 1 ½" x 10' suction hose with a 40" suction tube. The suction hose shall have a nylon tube core with solvent resistant neoprene cover.

- 3.14.11. All hose fittings on the low pressure paint supply hoses and suction hose are to be 304 grade stainless steel.
- 3.14.12. 1 ½" Supply hoses to be fitted at the pump inlet with 316 grade stainless steel ball valves.
- 3.14.13. A high-pressure, spring-loaded check valve shall be installed at the outlet side of each pump. Check valve is to be stainless steel with stainless steel spring and metal to metal seat.
- 3.14.14. Each high-pressure paint line is to have a 316 grade stainless steel, full port ball valve at the pump outlet and at the high pressure paint filter.
- 3.14.15. All high pressure ball valves to be rated at 2,000 PSI WOG working pressure or higher.
- 3.14.16. All stainless steel nipples shall be 316 grade with all other fittings to be grade 304.
- 3.14.17. All high pressure paint hoses which shall be waterbase compatible, shall have a nylon core with thermoplastic cover reinforced with one braided layer brass plated steel wire of high tensile with NPT couplings without spring guards.
- 3.14.18. 1/2" hoses from paint pump to gun carriage are to have a 3,000 PSI working pressure with a burst pressure of 12,000 PSI.
- 3.14.19. High pressure hoses are to be certified that hose was tested for electrostatic conductivity and hydrostatic resistance to a pressure of 1.5 times the working pressure stated on the hose.
- 3.14.20. There shall be three (3) 6" high-capacity, high pressure, 40 mesh, in-line filters which shall be waterbase compatible. Filters are to be located at the rear of the unit for ease of cleaning.
- 3.14.21. Stainless steel elements shall be accessible by removing hand-tight fine-threaded cap and lifting out for quick cleanup.
- 3.14.22. Assembly is to seal with Teflon washer with O-ring.
- 3.14.23. Unit shall be equipped with three (3) Model 238-377 Graco automatic airless spray guns rated at 4000 PSI maximum working pressure and a forged aluminum gun body with stainless steel fluid passages. Each paint gun shall be equipped with an electric actuator controlled from the operator's seated position. Each actuator shall change the elevation of the paint gun in relation to the pavement. The actuators will adjust for paint viscosity changes and produce a wider or narrower line on the pavement without having to stop operations and readjust the gun height on the carriage. Actuators shall have a 6" stroke with 165 lbs. of force at .25 in/sec velocity and 1.75 in/sec no load velocity. Actuators to

be controlled at operator station by one (1) double pole, double throw, center off, momentary switch per gun. Switches shall be resistant to moisture and dust.

- 3.14.24. Paint guns shall be diaphragm air activated, requiring 40-60 PSI to operate. A complete paint gun repair kit is to be available to include the gun needle spring.
- 3.14.25. Spray tip package shall be provided with XHD Reverse-A-Clean carbide tips that are inter-changeable for variable sized spray patterns and flow rates.
- 3.14.26. Guns shall allow flow rate of 3.3 and greater gallons per minute.
- 3.14.27. There shall be one (1) 2" low pressure, in-line filter for each pump which shall be stainless steel for water based compatibility. Hole opening to be 1/8".
- 3.14.28. LP filter shall be easy to access located right before the inlet to the high pressure pump.
- 3.14.29. An ASME rated surge tank shall be supplied with each high pressure pump following the check valve, made of Type 302 Stainless Steel rated at 2700 PSI to help eliminate "hour-glassing" during stroke change-over. Each surge chamber will be 3.5" OD x 24" Long. No nitrogen charged mechanism will be allowed.

### 3.15. Electrical System

- 3.15.1. Power for the electrical system to be provided by a 12 volt battery housed in a protective, heavy duty polypropylene case with tie-down strap.
- 3.15.2. Power switch for disconnecting electronics from battery.
- 3.15.3. Wiring harness for electrical system to follow standardized cable color coding.
- 3.15.4. Junction block at control box shall be protected from the weather.
- 3.15.5. Junction block is to be UL Listed rated at 30 amps.
- 3.15.6. Wiring harness is to be protected by a polyethylene corrugated loom wire covering.
- 3.15.7. A safety light system shall be included.

### 3.16. Gun Controller

- 3.16.1. The skipsetting mechanism shall be all electronic and shall utilize solid state components for all active internal functions. It must process electrical pulses derived from the vehicle motion sensor and must drive 12 volt 2 ampere solenoid valves. A means of inductive arc suppression shall be included. It shall require little or no maintenance. Clutches, cams, gears, or devices that require adjustment will not be allowed.
- 3.16.2. All guns shall be operated by applying a ground signal to activate them.

- 3.16.3. The skipsetting mechanism must generate the selected repetitive pattern without utilizing any internal or external moving parts, except operator adjusted heavy duty robust sealed toggle switches for establishing pattern size, placement and calibration. Switches shall be of the three position, self-centering, center off type, and there shall be long life sealed switch type push buttons for the CYCLE LENGTH adjustment, and the STRIPE LENGTH adjustment. Switches with thumb wheels or that have engraved digits shall not be acceptable.
- 3.16.4. A full-color 4.3" color LCD display shall be provided to display stripe, cycle and other striping parameters. The menu shall include the following:
- 3.16.4.1. A Main screen that shall display current speed, an interactive pattern previewer, and active pattern modifiers.
  - 3.16.4.2. A Quick Setup menu, with the ability to enable or disable frequently used parameters of striping operations.
  - 3.16.4.3. A Counter Channels menu, which shall display application distance of all material guns, as well as material volume usage of all material pumps.
  - 3.16.4.4. A deep Setup menu, which shall allow advanced configuration of road marking patterns, applicator configuration, and other operational parameters. It shall also provide switch troubleshooting, pump life counters, and other maintenance and troubleshooting menus intended to decrease in-field down time.
- 3.16.5. All indicator lamps must be solid state light-emitting diode types without filament which may burn out.
- 3.16.6. The skipsetting system shall not use or require use of internal or external electromechanical relays.
- 3.16.7. To conserve power the skipsetter must draw less than ½ ampere at 12 volts for internal circuits.
- 3.16.8. For ease of operation the skipsetter must have LCD display and must provide pattern capability from 1 to 999.9 ft., adjustable by 0.1 ft. increments at any time whether at rest or in motion, without generating spurious patterns. When changing patterns, simple dial changes must suffice without resorting to “data complete” or “enter date” type controls. Also, “start” indexing (reset to zero) must be instantaneous. Shall be capable of switching from English to Metric readings on the fly.
- 3.16.9. To aid in registration of new paint with previously paint pattern, the “ADVANCE” or “RETARD” (phase correction) system must alter the pattern length no more than plus or minus 20% while activated (not more than every fifth motion sensor MUST be provided with a means of AUTOMATICALLY adjusting the cycle length by 0.1 foot increments of one

calibrated motion pulse if the advance or retard control is invoked three consecutive times.

3.16.10. Basic electrical (\*) accuracy of the skipsetter shall be within 0.2 ft. for any combination of the following factors:

3.16.10.1. Speed from one to fifty miles per hour.

3.16.10.2. Supply voltage from ten to sixteen volts DC.

3.16.10.3. Temperature variations from -20 C to +75 C (0 F to 170 F).

3.16.10.4. Accidental power surges caused by strobes, flashers, RPM change, solenoid or other equipment operations, etc.

3.16.10.5. Operation of 2-way radio transmitters whether on board or nearby shall not cause generation of spurious painting patterns.

3.16.11. Calibration must be provided to ensure that control dials agree with actual electrical output patterns. To reduce glare, skipsetter shall be finished in flat black with a black front panel.

3.16.12. The skipsetter must provide a means to compensate for registration errors commonly found in application of paint and beads. Time delay controls must be provided on master control panel of skipsetter to independently activate "paint" and "beads" so that they may be applied in registration with each other. Separate controls must be provided to individually register leading and tailing ends of the pattern.

3.16.13. The controller shall be capable of accurately displaying the speed of the striper in tenths of a mile per hour.

3.16.14. Control to be capable of airport marking (zipper pattern).

3.17. Finish

3.17.1. Unit and all components, where necessary, shall have either one or any combination of the following minimum protective coatings applied:

3.17.1.1. One prime coat and one finish coat of a durable, Chemical resistant paint.

3.17.1.2. Chrome, zinc plating or galvanizing

3.17.1.3. Baked on powder coat finish

3.18. Manuals for palletized striper

3.18.1. Two sets of an operators' manual shall be provided: It should include:

- 3.18.1.1. Wiring diagram
- 3.18.1.2. A section on general guidelines for striping
- 3.18.1.3. General operating ranges
- 3.18.1.4. Maintenance schedule
- 3.18.1.5. Flushing guidelines
- 3.18.1.6. Maintenance record chart
- 3.18.1.7. Storage guidelines
- 3.18.1.8. Troubleshooting guide

3.19. Additional Equipment

3.19.1. Spare Parts Kit - Minimum Recommended

- 3.19.1.1. Kit to include one (1) paint gun repair kit for Graco 238-377 gun (no exceptions), one (1) solenoid, three (3) spare paint tips to match Graco paint guns, two (2) 6" high-capacity high pressure 40 mesh, in-line, paint filters, 1 qt. piston lube.

3.19.2. There shall be standard forklift pockets, inside dimensions of standard pockets shall be 2.5" high I.D. X 7.5" wide I.D., and shall be positioned at 31" center to center of pockets. Pockets shall be located on the side of the frame, running full width of frame for lifting from the side.

3.19.3. Hand gun OR hand gun with two wheeled carriage shall be provided. Gun shall be paint only OR paint and bead with reverse-a-clean tip, tip guard, at least 20" extension and 25' of ¼" high pressure paint hose. Gun shall be equipped with hose reel OR hanging bracket.

3.20. Delivery Options

3.20.1. Delivery shall be made F.O.B. destination within eight (8) to ten (10) weeks A.R.O.

3.21. Experience

3.21.1. Equipment to be furnished shall be the product of a qualified firm that is regularly engaged in the manufacture and supply of paint striping equipment.

3.21.2. A qualified firm shall be defined to mean one which has manufactured or sold ten (10) airless truck mounted units during the past twelve (12) months.

3.22. Material and Workmanship

3.22.1. All equipment, materials and workmanship shall be the highest grade in accordance with industry standards.

3.22.2. Equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

**4. TRAINING REQUIREMENTS**

4.1. Scheduling Training

- 4.1.1. All scheduled operator training will be arranged and coordinated through ADOT Training Department.
- 4.1.2. All scheduled technician training will be arranged and coordinated through the Department's Equipment Services Training Section, located at 2350 S. 22<sup>nd</sup> Ave., Phoenix AZ 85009, contact Training Supervisor at 602-712-4119.

4.2. Training Requirements

- 4.2.1. Only qualified, factory-trained personnel will conduct all training sessions in accordance with contract specifications. Qualified means that the trainer has a high level of knowledge and experience relating to the type and model of equipment purchased. Operator and Technician training will be completed within 30 days of the acceptance date of the vehicle or equipment by the Department. This training will be conducted at the Department Equipment Service shop location responsible for maintaining the equipment purchased.
- 4.2.2. Minimum qualifications of training personnel:
  - 4.2.2.1. Persons conducting the operator's training must have at least one (1) year of hands on experience of actually operating the equipment purchased.
  - 4.2.2.2. Persons conducting all of the required training must be experienced in performing such training.
- 4.2.3. Training Quality Assessment:
  - 4.2.3.1 If it is determined by the Training Section, operator or repair shop supervisors that training was insufficient and did not meet all requirements of the contract, the Contractor must conduct additional training at the same locations and at Contractor's expense. Scheduling of any repeated classes will be coordinated through the Training Section.

4.3. Operator Training

- 4.3.1. The Contractor shall provide services of qualified, factory-trained personnel for training sessions of up to two (2) days duration at the organization location within the State that will be receiving the equipment as identified by Training Supervisor. Operator training will pattern the start and stop times of each operator site location. Operator training will be completed within 30 days of the acceptance date of the vehicle or equipment by the Department. This training will contain the following information:

4.3.1.1. EQUIPMENT FAMILIARIZATION

- 4.3.1.1.1. Description of system and components
- 4.3.1.1.2. Maintenance services and lubrication
- 4.3.1.1.3. Equipment operation
- 4.3.1.2. BODY AND COMPONENTS
  - 4.3.1.2.1. Lubrication and operator adjustments (if applicable)
  - 4.3.1.2.2. Operation of body equipment
- 4.3.1.3. HYDRAULIC SYSTEMS
  - 4.3.1.3.1. Description of systems and components
  - 4.3.1.3.2. Operational controls (manual, electronic and automatic sequencing)
  - 4.3.1.3.3. Maintenance services
- 4.3.2. Safety Device requirements for equipment operation and operator safety.
  - 4.3.2.1. At the conclusion of each training session, the attending equipment operators will be able to:
    - 4.3.2.1.1. Describe the operating capabilities and any special or “new” features present on the equipment.
    - 4.3.2.1.2. Identify all control devices and in particular those which are new or unique to this equipment model.
    - 4.3.2.1.3. Describe the proper techniques to use for transporting the equipment including loading and tie-down.
    - 4.3.2.1.4. Use the Operator’s Manual to identify:
      - 4.3.2.1.4.1. Special safety considerations including Cautions and Warnings applicable to the operation of the equipment.
      - 4.3.2.1.4.2. Manufacturer’s recommended preventive maintenance service intervals and procedures including pre- and post-operational inspection and service requirements.



- 4.3.2.1.5. Demonstrate on the equipment:
  - 4.3.2.1.5.1. The ability to identify inspection and service points.
  - 4.3.2.1.5.2. Proper start-up and shutdown procedures.
  - 4.3.2.1.5.3. Proper use of controls, in particular those that are new or unique to this equipment model.
  - 4.3.2.1.5.4. The use of proper Safety equipment
- 4.3.2.1.6. Videotaping of the training presentations will be permitted. The Contractor will provide the Training Section with three (3) copies of any existing video tapes which cover the inspection, service and operation of the specified equipment.

4.4. Technical Service Training

- 4.4.1. The Contractor shall provide services of qualified, factory-trained personnel for training sessions of no less than four (4) hours duration at each location(s) within the State that will be responsible for maintaining the equipment as identified by ADOT Training Supervisor. Training will pattern the technician start and stop times of each maintaining shop. Technical service training will be completed within 30 days of the acceptance date of the vehicle or equipment by the Department.
- 4.4.2. Contractor preparation for conducting service training will consist of the following items:
  - 4.4.2.1. Course Outline provided to the Training Section prior to training.
  - 4.4.2.2. Cover class objectives at beginning of class
  - 4.4.2.3. Projector and screen
  - 4.4.2.4. Laptop/ diagnostic computer
  - 4.4.2.5. Power point presentation demonstrating component and systems operation.
  - 4.4.2.6. Provide handouts for diagnostics, maintenance schedules, vehicle/equipment operation, and repair.
  - 4.4.2.7. Visual aids for operation, teardown or repair.
  - 4.4.2.8. All service training will contain the following information:
    - 4.4.2.8.1. TECHNICAL MANUALS

- Format
  - Use
  - Internet access instruction for service manuals, warranty and technical service bulletin information.
- 4.4.2.8.2. BODY AND COMPONENTS FAMILIARIZATION
- Description of systems and components
  - Maintenance services and lubrication
  - Operation
  - Warranty specifications and requirements
  - Lubrication and service requirements
  - Adjustments where applicable
- 4.4.2.8.3. HYDRAULIC SYSTEMS
- Description of systems and components
  - Operational controls (manual, electronic and automatic sequencing)
  - Robotics
  - Maintenance services, repair and lubrication
  - Troubleshooting
  - System diagnosis
- 4.4.2.8.4. COMPLETE ELECTRICAL COMPONENTS
- Troubleshooting and repair

4.5. Diagnostic Program/Scan Tool Operation and Troubleshooting.

4.5.1. At the completion of these training sessions, the attending technicians will be able to:

- 4.5.1.1. Describe the primary equipment systems design features, function & capabilities.
- 4.5.1.2. Identify the primary equipment systems component location and function.
- 4.5.1.3. Use Manufacturer's reference literature and materials to identify:
- 4.5.1.3.1. Manufacturer's Preventive Maintenance service intervals & procedures
  - 4.5.1.3.2. Recommended system diagnostic procedures & repair processes
  - 4.5.1.3.3. Representative component part numbers & nomenclature.
- 4.5.1.4. Demonstrate on the equipment, the use of specified diagnostic procedures and appropriate tools/devices to diagnose the most likely primary equipment system failures & describe the procedures that would be required to repair these failures.

- 4.5.1.5. Videotaping of the training presentations will be permitted. The Contractor will be required to provide the Department's Training Section with three (3) copies of any existing video tapes covering the inspection, service and operation of the specified equipment.

#### 4.6. MANUALS

- 4.6.1. The Contractor shall provide the following manuals:
  - 4.6.1.1. Operator's Manual
  - 4.6.1.2. Parts Manual
  - 4.6.1.3. Service & Repair Manual
- 4.6.2. The manuals and schematics supplied shall provide complete and comprehensive information on all equipment components and accessories, as supplied to comply with this Specification.
- 4.6.3. On equipment assembled from manufactured components, the parts manuals shall show the Manufacturer of each part and all cross-referencing between the Contractor and the Manufacturers.
- 4.6.4. The Department shall have the right to reproduce any material for educational purposes only.

## 1. Contract Term

- 1.1. The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve (12) months thereafter, unless terminated, cancelled or extended as otherwise provided herein. **Aggregate amount of contract shall not exceed \$100,000.00.**

## 2. Contract Extension – N/A

## 3. Eligible Agencies

- 3.1. This contract shall be for the exclusive use of the Arizona Department of Transportation.

## 4. Non-Exclusive Contract

- 4.1. This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

## 5. Ordering Process

- 5.1. The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.
- 5.2. Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

## 6. Shipping Terms

- 6.1. Delivery shall be F.O.B. Destination Freight Prepaid to the location designated on the Purchase order. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

## 7. Delivery

- 7.1. Deliveries shall be completed in accordance with the requirements of the contract.
- 7.2. Delivery of the product does not constitute acceptance.
- 7.3. All deliveries to the location specified on the purchase order shall be completed as soon as possible, but no later than forty five (45) calendar days upon receipt of an order (ARO). If specified by the

Department at the time of order, delivery times may be more than forty five (45) days. If the Department requests a delivery time of more than forty five (45) days the Department shall have the right to specify an exact date and time of delivery. Deliveries are accepted during normal business hours only. Deliveries are not normally accepted on weekends and holidays.

7.4. Extensions to delivery and/or phased delivery times are allowable if approved by the Department.

**8. Inspection and Acceptance**

- 8.1. Each item delivered shall be subject to a complete inspection by the Department within fifteen (15) days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.
- 8.2. If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.
- 8.3. The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.
- 8.4. Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

**9. INVOICING and PAYMENT**

- 9.1. Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:
  - 9.1.1. Department Location's Name and Address
  - 9.1.2. Vendor Name, Remit to Address and Contact Information
  - 9.1.3. Contract Number
  - 9.1.4. Purchase Order Number
  - 9.1.5. Invoice Number and Date
  - 9.1.6. Date the items were shipped to the Department
  - 9.1.7. Contract Line Item Number
  - 9.1.8. Line Item Description or Item or Service
  - 9.1.9. Quantity Purchased
  - 9.1.10. Line Item Unit of Measure
  - 9.1.11. Price per Unit and Total per Unit
  - 9.1.12. Catalog or Other Discount (if applicable)
  - 9.1.13. Net Unit Price and Total per Unit (if applicable)
  - 9.1.14. Applicable taxes
  - 9.1.15. Applicable Shipping/Freight Charges
  - 9.1.16. Total Invoice Amount Due

- 9.2. Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.
- 9.3. The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.
- 9.4. The Department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.
- 9.5. Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

### **10. Estimated Usage**

- 10.1. The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

### **11. Price Reduction**

- 11.1. A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

### **12. Price Increase - N/A**

### **13. Safety Standards**

- 13.1. Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

### **14. Warranty**

- 14.1. The Contractor warrants:
  - 14.1.1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
  - 14.1.2. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship. Any defects of design, workmanship or materials shall be fully corrected by the Contractor (including parts and labor) without cost to the Department.

- 14.1.3. The warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of acceptance by the Department.

**15. Current Products**

- 15.1. All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

**16. Product Discontinuance**

- 16.1. In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:
  - 16.1.1. A formal announcement from the manufacturer that the product or model has been discontinued.
  - 16.1.2. Documentation from the manufacturer that names the replacement product or model.
  - 16.1.3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
  - 16.1.4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
  - 16.1.5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

**17. Contract Administration**

- 17.1. The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

**18. Notices**

- 18.1. All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:
  - 18.1.1. If intended for the State, to:

Arizona Department of Transportation, Procurement Group

1739 W. Jackson Street, MD 100P  
Phoenix, Arizona 85007-3276

18.1.2. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile.

18.2. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

### **19. Cancellation for Possession of Weapons on ADOT Property**

19.1. This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

19.2. Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

19.3. Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

### **20. Indemnification Clause**

20.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In



consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

20.2. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

**21. Insurance Requirements**

21.1. The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

21.2. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.3. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

**22. Minimum Scope and Limits of Insurance**

22.1. Contractor shall provide coverage with limits of liability not less than those stated below.

22.2. Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

22.2.1.	General Aggregate	\$2,000,000
22.2.2.	Products – Completed Operations Aggregate	\$1,000,000
22.2.3.	Personal and Advertising Injury	\$1,000,000
22.2.4.	Damage to Rented Premises	\$50,000
22.2.5.	Each Occurrence	\$1,000,000

22.3. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

22.4. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the “State of Arizona, and its departments, agencies, boards, commissions,

universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

**23. Business Automobile Liability**

23.1. Bodily Injury and Property Damage for any owned, hired, and/or non- owned automobiles used in the performance of this Contract.

23.1.1.	Combined Single Limit (CSL)	\$1,000,000
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23.2. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

23.3. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

23.4. Policy shall contain a severability of interest provision.

**24. Workers’ Compensation and Employers' Liability**

24.1. Workers' Compensation	Statutory
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24.2. Employers' Liability

24.2.1.	Each Accident	\$1,000,000
24.2.2.	Disease – Each Employee	\$1,000,000
24.2.3.	Disease – Policy Limit	\$1,000,000

24.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

24.4. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**25. Professional Liability (Errors and Omissions Liability)**

25.1. Each Claim	\$1,000,000
25.2. Annual Aggregate	\$2,000,000

25.3. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

25.4. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

**26. Additional Insurance Requirements**

26.1. The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

26.1.1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

26.1.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**27. Notice of Cancellation**

27.1. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

**28. Acceptability of Insurers**

28.1. Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**29. Verification of Coverage**

29.1. Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

29.2. All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and

remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

29.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

### **30. Approval and Modifications**

30.1. Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

### **31. Exceptions**

31.1. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### **32. Usage Report – N/A**

### **33. Post Award Meeting**

33.1. At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

# EXHIBIT 1

## Title VI/Non-Discrimination Assurances

### Appendix A

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During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration*, may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**EXHIBIT 2**  
**Title VI/Non-Discrimination Assurances**  
**Appendix E**

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During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).