

REQUEST FOR PROPOSAL  
EM26-TSM01  
TRAFFIC SIGNAL MAINTENANCE

City of El Mirage  
10000 N El Mirage Rd  
El Mirage, AZ 85335



RELEASE DATE: June 19, 2026

DEADLINE FOR QUESTIONS: July 8, 2026, 11:00 am

RESPONSE DEADLINE: July 21, 2026, 9:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/elmirageaz>

City of El Mirage  
REQUEST FOR PROPOSAL  
Traffic Signal Maintenance

I.	Introduction.....
II.	Notice of Request for Proposals .....
III.	Scope of Work .....
IV.	Evaluation Criteria .....
V.	Vendor Questionnaire.....
VI.	Pricing.....

Attachments:

A - Exhibit A

## 1. Introduction

### 1.1. Summary

The contract work consists of all necessary labor, material, transportation services and equipment, to perform traffic signal maintenance on a regular basis per the contract specifications on the intersections specified. The traffic control system shall be in first class working order and operating condition at all times.

The contract work also consists of all necessary labor, material, transportation services and equipment to perform maintenance and repairs on the two (2) school zone flashing light systems which includes programming them at the beginning of the school year.

### 1.2. Background

In accordance with City of El Mirage Procurement Code, proposals for Traffic Signal Maintenance will be received by the City of El Mirage Purchasing Administrator at the specified location until 9:00 am. on Tuesday, July 21, 2026. Proposals received by the correct date and time shall be considered. Proposals shall be in the actual possession of the City of El Mirage Administration on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of El Mirage Procurement Code. **Proposals shall be electronically submitted via the City's eProcurement Portal. Proposers are strongly encouraged to carefully read the entire Request for Proposals Package.**

### 1.3. Contact Information

**Valerie Ojeda**

Procurement Administrator

10000 N El Mirage Rd

El Mirage, AZ 85335

Email: [vojeda@elmirageaz.gov](mailto:vojeda@elmirageaz.gov)

Phone: [\(623\) 876-2953](tel:(623)876-2953)

**Department:**

Public Works

### 1.4. Timeline

<b>Release Project Date</b>	June 19, 2026
<b>Final Date for Inquires</b>	July 8, 2026, 11:00am

<b>Proposal Submission Deadline</b>	July 21, 2026, 9:00am  10000 N. El Mirage Rd. El Mirage, AZ 85335 City Hall Administration Building, OR Provide Zoom or TEAMS online address
<b>Notice of Intent to Award</b>	Pending Council Approval

## 2. Notice of Request for Proposals

### 2.1. GENERAL

The City of El Mirage (“the City”) is seeking an experienced, qualified vendors to provide Traffic Signal Maintenance.

The contract period will be for an initial term of three (3) years with no more than two (2) additional (1) year extensions.

### 2.2. DESCRIPTION

This Request for Proposals (RFP) is to seek proposals for Traffic Signal Maintenance.

### 2.3. SUBMITTAL OF PROPOSALS

In accordance with City of El Mirage Procurement Code, proposals for the material or services specified will be received by the City of El Mirage Purchasing Administrator at the specified location until the date and time specified. Proposals must be in the actual possession of the City of El Mirage on or prior to the Proposal Due Date and Time. Late proposals will not be considered, except as provided in the City of El Mirage Procurement Code. Proposals shall be electronically submitted via email. Please identify the project in the subject line of the email. Offerors are strongly encouraged to carefully read the entire Request for Proposals Package.

Information regarding the submittal requirements of this RFP may be obtained via the City's eProcurement Portal. Any changes to this Request for Proposals will be in the form of a published amendment. All technical questions regarding this RFP must be submitted via the City's eProcurement Portal. Questions are to be submitted no later than 11:00 am on Wednesday, July 8, 2026

Offeror assumes the burden of proper and timely delivery. Submittals are to be submitted via City's eProcurement Portal before 9:00 am on Tuesday, July 21, 2026.

No submittals will be accepted after the date and time indicated.

If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposals due date and time.

Periods of time, stated as a number of days, shall be calendar days.

Proposal due date and time is stated as local Arizona time.

It is the responsibility of all Offerors to examine the entire Request for Proposals package and seek clarification of any item or requirements that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after

proposal due, date, and time.

#### 2.4. ADDENDA

Any change to the proposal shall be in the form of a number addendum issued by the City. The addendum will be furnished to all who received the Request for Proposals. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultants, or agent of the City in regard to the proposal. The City will not be responsible for proposers adjusting their offer based on oral or written instructions.

#### 2.5. AWARD OF CONTRACT

The City expects to award one contract if the City deems such award is in the City's best interest. Notwithstanding any other provision of this RFP, the City expressly reserves the right to:

Waive any immaterial defect or informality: or

Reject any or all submittals, or portions thereof, or reissue an RFP.

A response to this RFP is an offer to enter negotiations and contract with the City based upon the terms, conditions, and specifications contained in this RFP and its attachments. Submittals do not become contracts unless and until accepted by the City and executed by the Mayor or City Manager. All the terms and conditions of this RFP and its attachments shall be incorporated in the Contract, unless any of the terms and conditions are modified by a solicitation amendment, a contract amendment, or by mutually agreed terms and conditions in the final contract documents.

The successful Submitter agrees to, upon written receipt of notification of award, execute a contract and provide insurance and any other required documentation within ten (10) business days. Failure to do so shall be just cause for annulment of the award.

#### 2.6. EVALUATION CRITERIA

Submitters are encouraged to keep their submittals brief and relevant to the specific work required. To be considered for this contract, the information requested below is required in response to this RFP.

#### 2.7. INQUIRIES

Any question related to the Request for Proposals shall be submitted via the City's eProcurement Portal Q&A feature. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions may not be submitted after 11:00 am on Wednesday, July 8, 2026.

#### 2.8. BRIBES AND KICK-BACKS

The Contractor shall not by any means: a. Induce any person or entity employed in the construction of the project to give up any part of the compensation to which that person or entity is entitled; b. Confer on any governmental, public, or quasi-public official having any authority or influence over the project, any payment, loan subscription, advance, deposit of money, services, or anything of value, present or promised; c. Offer nor accept any bribes or kick-backs in connection with the project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of project goods and materials; or, d. Without the express written permission of the

owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process, or procedure in which the Contractor has a direct or indirect proprietary or other pecuniary interest.

## 2.9. APPLICABLE LAW

In the performance of this contract, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of El Mirage including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement. This contract shall be governed by the City. In the event of a breach or default by either party of its obligations under this contract, City and Contractor shall have all remedies afforded each by law or in equity under federal law or the State of Arizona, except as otherwise provided in this contract. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona. This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract

## 2.10. CONTRACT

The contract between the City and the Contractor shall consist of one (1) the Request for Proposals, including instructions, all terms and conditions, scopes of work, attachments, price sheet(s) and any amendments thereto, and two (2) the offer submitted by the Offeror in response to the Request for Proposals. In the event of a conflict in language between the Request for Proposals and the offer, the provisions and requirements in the Request for Proposals shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Request for Proposals or the offer. The Request for Proposals shall govern in all other matters not affected by the written contract.

## 2.11. CONTRACT AMENDMENTS

This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter contracts on behalf of the City and the Contractor.

## 2.12. CONTRACT APPLICABILITY

The offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this solicitation. All previous agreements, contracts, or other documents, which have been executed between the offeror and the City, are not applicable to this solicitation or any resultant contract.

### 2.13. PROVISIONS REQUIRED BY LAW

Each provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

### 2.14. SEVERABILITY

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

### 2.15. RELATIONSHIP TO PARTIES

It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

### 2.16. INTERPRETATION-PAROL EVIDENCE

This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified, or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

### 2.17. ASSIGNMENT-DELEGATION

No right or interest in this contract shall be assigned or delegation of any duty of Contractor shall be made without prior written permission of the City.

### 2.18. RIGHTS AND REMEDIES

No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

## 2.19. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, 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, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. 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.

## 2.20. OVERCHARGES BY ANTITRUST VIOLATIONS

The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the contract.

## 2.21. FORCE MAJEURE

Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; pandemics; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this contract. Force majeure shall not include the following occurrences: Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed Certified-Return Receipt and shall make a specific reference to this article,

thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

## 2.22. RIGHT TO ASSURANCE

Whenever one party to the contract in good faith has reason to question the other party's intent to perform, may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

## 2.23. RIGHT TO AUDIT RECORDS

The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.

## 2.24. WARRANTIES

Contractor warrants that all material, service, or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

## 2.25. INSPECTION

All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all the following: Waive the non-conformance. Stop the work immediately. Bring material into compliance. This shall be accomplished by a written determination from the City.

## 2.26. TITLE AND RISK OF LOSS

The title and risk of loss of material and/or service shall not pass to the City until the City receives the material or service at the point of delivery, unless otherwise provided within this contract.

## 2.27. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender of materials shall fully comply with all provisions of the contract. If a tender is made which does not fully conform, this shall constitute a breach of the contract.

## 2.28. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment of lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the contract.

### 2.29. SHIPMENT UNDER RESERVATION PROHIBITED

Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

### 2.30. LIENS

All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

### 2.31. LICENSES

Contractor shall have at the time of proposal submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a proposal for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of proposal submittal. The determination shall be made by the City.

### 2.32. PATENTS AND COPYRIGHTS

All services, information, computer program elements, reports, and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

### 2.33. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

### 2.34. COST OF BID/PROPOSAL PREPARATION

The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

### 2.35. PUBLIC RECORD

All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

### 2.36. ADVERTISING

Contractor shall not advertise or publish information concerning this contract, without prior written consent of the City.

### 2.37. DELIVERY ORDERS

The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the offer and contract award.

### 2.38. FUNDING

Any contract entered by the City of El Mirage is subject to funding availability. Fiscal years for the City of El Mirage are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

### 2.39. PAYMENT

A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

### 2.40. MATERIALS, EQUIPMENT, APPARATUS

or other products are specified by manufacturer, brand name, type of catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the proposal. Should the Contractor propose to furnish materials and equipment other than those specified, as permitted by the “, or approved equal” clauses contractor shall submit a written request as an alternate to the base proposal with the proposal for any or all substitutions. Such a request shall be accompanied by complete descriptive literature (manufacturer, brand name, catalog number, etc.) and technical data for all items and shall indicate any addition or deduction to the contract price. Where such substitutions alter the design or space requirements indicated on the plans the Contractor shall include all items of cost for the revised design and construction including cost of all allied trades involved. Acceptance or rejections of the proposed substitutions will be made on the basis of whether the scope of work is met, and the CITY's best interests are served as determined by the authorized representative and the CITY.

### 2.41. SUBCONTRACTOR'S LIST

No subcontractors shall be permitted for the award of this contract.

### 2.42. KEY PERSONNEL

For professional service engagements it is essential that the respondent provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The respondent must agree to assign specific individuals to the key positions.

The respondent agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to and subsequent concurrence by the City.

If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially

anticipated, the respondent shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

#### 2.43. FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS

To the extent applicable under A.R.S. § 41-4401, Contractor warrants its and its subcontractors' compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement by the City of El Mirage. The City of El Mirage retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor warrants to keep the papers and records open for random inspection during normal business hours by the City of El Mirage. The Contractor shall cooperate with the City of El Mirage's random inspections including granting the City entry rights to Contractor's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Contractor to comply with this warranty regarding the keeping of papers and records and cooperating with the City's random inspections shall constitute a material breach of the agreement and the City shall have the right to immediately terminate the agreement.

#### 2.44. ISRAEL BOYCOTT

Contractor certifies that it is not currently engaged in and agrees for the duration of this contract that it will not engage in a boycott of Israel as set forth in A.R.S. § 35-393 AND 35-393.01.

#### 2.45. QUESTIONS, INTERPRETATIONS, OR CORRECTIONS OF PROPOSAL DOCUMENT

Offeror shall notify the City of any error, omission, or inconsistency that may be discovered during the examination of the Request for Proposals. All clarifications, corrections, or changes to the Request for Proposals shall be made by addendum only. Proposer shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at the prospective offeror conference. Interpretations, corrections, and changes shall not be binding unless made by addendum. All addenda issued shall become part of the Request for Proposals and any agreement documents. It is the offeror's sole responsibility to ascertain that it has received all addenda issued for this Request for Proposals. All addenda must be acknowledged and returned on or before the submittal deadline, unless otherwise directed by an addendum.

#### 2.46. PROSPECTIVE OFFERORS CONFERENCE

A Prospective offeror Conference shall not be held.

#### 2.47. LATE PROPOSALS

Late Proposals will not be considered, except as provided by the City of El Mirage Procurement Code. A vendor submitting a late proposal shall be so notified.

#### 2.48. WITHDRAWAL OF PROPOSAL

At any time prior to 9:00 am on Tuesday, July 21, 2026, an Offeror (or designated representative) may withdraw the proposal.

#### 2.49. AMENDMENT OF PROPOSAL

Receipt of a Proposal Amendment shall be acknowledged by signing and returning the document with the offer at the specified proposals due date and time.

#### 2.50. VENDOR REGISTRATION AND W9:

After the award of a contract, the successful Vendor shall complete a Vendor Registration Application and W9 and submit it to the City of El Mirage Finance Department.

#### 2.51. PROTEST OF AWARD

The offeror may protest the awarding of a solicitation in writing in accordance with the City of El Mirage Purchasing Code §30.32.

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

CERTIFICATION: By signature in the Offer section, of the Offer and Contract Award page, the Contractor certifies:

The submission of the offer did not involve collusion or other anti-competitive practices.  
The Contractor shall not discriminate against any employee or applicant for employment.  
The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor Contractor may be suspended or debarred pursuant to City Purchasing Code 30.32.

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.

#### 2.52. AMENDMENT OF PROPOSAL

Receipt of an amendment shall be acknowledged by signing and returning the document with the offer at the specified proposal due date and time.

#### 2.53. PROPOSAL ERRORS OMISSIONS AND CORRECTIONS

The City will not be responsible for any errors or omissions made by an offeror.

#### 2.54. PRICES, NOTATIONS, AND MISTAKES

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the proposal. Prices shall be stated

in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the proposal will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail. If the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

#### 2.55. WITHDRAWAL OF PROPOSAL

At any time prior to 9:00 am on Tuesday, July 21, 2026, an Offeror (or designated representative) may withdraw the proposal.

#### 2.56. OFFER TABULATION

A copy of the scoring may be requested from the City Clerk's office via submitting a Public Records Request and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.

#### 2.57. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS

Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.

#### 2.58. EXCEPTIONS TO SPECIFICATIONS

Proposer must provide with the submittal as attachment any and all exceptions to the specifications and/or the terms and conditions contained herein. Failure to note exceptions shall be interpreted to convey the Offeror agrees to perform in the manner described and/or specified in this solicitation document. City's acceptance of proposer's offer shall be limited to the terms of this RFP unless expressly agreed in writing by the City.

#### 2.59. ALTERNATE OFFERS

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

#### 2.60. EFFECTIVE PERIOD OF OFFER

This offer shall remain in effect for a period of one hundred and twenty (120) calendar days from the proposal due date or the best and final offer date and is irrevocable.

## 2.61. RESTRICTIVE OFFER PROVISIONS

If specifications preclude an otherwise qualified Proposer from submitting an offer, a written request for modification must be received by the buyer at least seven (7) calendar days prior to the proposal due date. All proposers will be notified by a written addendum to the solicitation of any approved changes.

## 2.62. CONTRACT AND ORDER OF PRECEDENCE

The contract between the City and the Contractor shall consist of one (1) the Request for Proposals, including instructions, all terms and conditions, scopes of work, attachments, price sheet(s) and any amendments thereto, and two (2) the offer submitted by the Offeror in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Request for Proposals shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Offer. The Solicitation shall govern in all other matters not affected by the written contract. In the event of a conflict between any of the documents comprising the Solicitation, the Scope of Work and Specifications shall take precedence, followed by the General Terms and Conditions, followed by the Proposal Instructions and Conditions, and followed by the Notice of Request for Proposals.

## 2.63. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate any contract, with or without cause, upon thirty days written notice. The City shall be responsible for the payment for services completed by Contractor prior to the effective date of the termination.

## 2.64. CERTIFICATES OF INSURANCE

The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies possessing a current A.M. Best, Inc. Rating of A- and duly licensed to do business in the State of Arizona with policies and forms satisfactory to the City. All insurance required herein shall be maintained in full force and effect at all times during the term and any extension of this contract; failure to do so may, at the sole direction of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the City shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

The insurance policies may contain deductibles which shall not exceed twenty-five percent (25%) of the contract price. The Contractor shall be solely responsible for deductible retention and the City, at its option, may require the Contractor to secure the payment of such deductible. No insurance required under this contract may be written on a "claims made" basis.

The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same 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 the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

## 2.65. REQUIRED INSURANCE COVERAGE

### General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093, or any replacement thereof. The coverage shall not exclude X, C, U.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

### Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$300,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and offloading hazards. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

### Workers' Compensation

The Contractor shall carry 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; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. In case any work is subcontracted, the Contractor shall require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

## 2.66. COOPERATIVE USE OF CONTRACT

In addition to the City of El Mirage, this agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, school districts, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

### 3. Scope of Work

#### 3.1. LOCATION OF THE WORK

All work is located within the City of El Mirage, Maricopa County, Arizona. A map of the sites is shown on Exhibit A.

The signalized intersections are:

1. Acoma Dr & Dysart Rd.
2. Thunderbird Rd & Dysart Rd.
3. Thunderbird Rd & El Mirage Rd.
4. Thunderbird Rd & 129th Ave.
5. Thunderbird Rd & Frontage Rd.
6. Cactus Rd & El Mirage Rd.
7. Cactus Rd & Dysart Rd.
8. Peoria Ave & El Mirage Rd.
9. Peoria Ave & Dysart Rd.
10. Cinnabar Ave & El Mirage Rd.
11. Joe R. Ramirez Rd & El Mirage Rd.
12. Olive Ave & Dysart Rd.
13. Olive Ave & El Mirage Rd.
14. Dysart Rd & Dysart High School

The HAWK signals are located on:

- Thunderbird Road & Primrose Street
- Thunderbird Road & Luna Street
- Soledad Street & El Mirage Road
- Cactus Road & 127<sup>th</sup> Avenue

School Flashing Signals:

- Thunderbird Road west of El Mirage Road

- Thunderbird Road east of El Mirage Road
- Thompson Ranch east of school
- Thompson Ranch west of school

Fire Department Signal:

- 13601 N. El Mirage Road

### 3.2. PROPOSED WORK

The contract work consists of all necessary labor, material, transportation services and equipment, to perform traffic signal maintenance on a regular basis per the contract specifications on the intersections specified. The traffic control system shall be in first-class working order and operating condition at all times.

The contract work also consists of all necessary labor, material, transportation services and equipment to perform maintenance and repairs on the two (2) school zone flashing light systems which includes programming them at the beginning of the school year.

### 3.3. CONTRACT TIME

This Contract is a (3) three year contract and commences **XXXXXX** and expires **XXXXXX**.

The City of El Mirage may at its sole option and with the consent of the Contractor, extend the period of this agreement up to two (2) additional years in one (1) year increments. If renewed, the contract is an annual contract. Contract renewal shall be within 30 days of contract expiration. Any price increase must be mutually agreed upon by the City and the Contractor. The Contractor shall be notified in writing when the contract renewal has been approved.

### 3.4. ADDITION/DELETION OF SIGNALIZED INTERSECTIONS

Traffic Signal controlled intersections may be added or deleted from this contract at the unit price at the option of the City.

The City shall notify the Contractor in writing when new intersections are to be placed in operation in any of the systems, or when equipment has been inactivated or eliminated, thus increasing or decreasing the quantities identified in the Request for Proposal (RFP).

In the case of a new intersection be added to this Contract, the Contractor shall make such an inspection as is necessary at the time of activation to ascertain that the equipment is in working order, and henceforth, from that time that the equipment is placed in operation, the Contractor shall assume responsibility for the maintenance and repair except for work which is determined by the City not to be the responsibility of the Contractor.

Regardless of the acceptance of the installation, and during the period of operation prior to the time of acceptance by the Contractor, the Contractor shall notify the City concerning matters pertaining to failure of parts, guarantee periods, knockdowns, stoppage due to faulty construction, etc. at no extra cost to the City.

### 3.5. GUARANTEE

The Contractor shall guarantee all work and the operation of materials provided for a period of one (1) year after maintenance completion. Items specifically not guaranteed are expendables such as lamps and fuses, items damaged by conditions outside the control of the Contractor, and materials provided by others.

### 3.6. CERTIFIED TECHNICIAN

The Contractor shall have an IMSA Certified Technician, Level II or above, employed to provide the City signal maintenance and service.

1. The certified technician shall keep an updated log book in each cabinet for any and all maintenance performed plus submit a written report monthly on all activity, work performed, and recommendations for each traffic signal.
2. The certified technician will notify the City's Public Works Department prior to performing any maintenance or in response to any emergency call out. The Contractor will provide a certified technician and all necessary equipment to perform the maintenance.

### 3.7. BI-ANNUAL TESTING:

The Contractor shall provide bi-annual testing and maintenance of all controllers, uninterruptible power supplies (UPS) systems, conflict monitors and loop detectors. Maintenance will be based on the latest IMSA specifications and incorporate, where necessary, ITE preventive maintenance requirements.

### 3.8. ON-CALL SERVICE

The Contractor shall 24-hour on-call service for all intersections at no additional cost to the City, including weekends and holidays.

- A. Respond to any call outs deemed an emergency within four (4) hours and routine calls within twenty-four (24) hours.
- B. Controller failures, lights out, knock downs, or one red light out at an intersection are considered emergencies.
- C. Provide City the name, address, telephone number, and pager number of at least two (2) persons who will be available for emergency repair of the traffic signals and keep the City informed of any changes of same.

### 3.9. PROSECUTION OF WORK

The purpose of the Contract is to assure that all components of the systems and installations operate essentially as originally installed or as subsequently modified and for preventative maintenance, to guarantee against and prevent equipment failures due to mechanical or electrical defects. The proper functioning of the systems and installations are essential to maintain smooth, expeditious, and safe movement of traffic. Consequently, it is imperative that all equipment in the systems and installations be serviceable and in good operating condition at all times so as to insure maximum working efficiency and prevent unnecessary failures. When equipment failures do occur due to unforeseen events, knock-

downs, or any cause whatsoever, **TIME IS OF THE ESSENCE** in arriving at the scene and taking corrective measures. To insure this continuous and uninterrupted operation of the equipment; **SERVICE CALLS AND EMERGENCY CALLS SHALL BE ANSWERED PROMPTLY AND EXTRAORDINARY EFFORT SHALL BE EXERTED BY THE CONTRACTOR TO RENDURE SERVICE.**

The Contractor shall prosecute the work in the following manner:

- A. The Contractor shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified workmen shall be sufficient to respond to emergency calls which may be received at any time and to promptly make temporary and permanent repairs. Immediate action shall be taken to safeguard the public at any time a signal installation becomes partly or fully inoperative from any cause whatsoever. Two signal heads facing each approach shall be considered the minimum acceptable operation pending permanent repairs unless otherwise authorized by the City.
- B. All component parts of each system shall be maintained at all times to perform the functions for which they were designated unless authorized to the contrary by the City.
- C. The Contractor shall furnish transportation for its employees and equipment used in the performance of this Contract. All vehicles shall be licensed in the State of Arizona and equipped with a warning light(s) which are clearly seen from a distance no less than 500'. All vehicles shall be clearly marked with the name of the company and phone number. All permanent lettering shall be a minimum of 2". All vehicles used by the Contractor shall conform to all applicable Federal, state, and local laws.

Patrol and supervisory vehicles operated by the Contractor in connection with the Contract shall be equipped with two-way radio or cellular telephone as a means of expediting and maintaining 24 hour communications with the Contractor's headquarters and field crews. The Contractor shall maintain a dispatcher 24-hours a day, seven (7) days a week.

- D. The Contractor shall designate in writing representatives in his organization to whom instructions may be given by the City. One of these representatives shall be available at all times to the City for consultation at no added expense. The Contractor shall furnish the names, addresses, telephone, pager numbers, and cellular numbers of its representatives to the City.
- E. Any maintenance operations found unsatisfactory, any equipment found not properly maintained, or any repair or extra work found necessary by the City shall be reported to the Contractor. Upon receipt of such a report, the Contractor shall immediately make the necessary corrections and perform any work necessary to bring the system up to the prescribed standard. The Contractor shall submit a report to the City indicating that the work covered by the City's request has been completed giving the date of completion and a brief statement of the work accomplished.
- F. Priority and performance of the routine work on the system shall be at the discretion of the Contractor unless otherwise directed by the City.
- G. Immediate response shall be made by the Contractor to service any equipment of any system which may be reported or discovered by the Contractor as inoperative or operating improperly.

- H. The contractor shall act in the best interest of the City in the selection of material and equipment which has been authorized for purchase by the City.
- I. The Contractor shall submit to the City an annual Condition Report which contains the following information:
  - A. The general condition of the traffic controllers and other equipment comprising each system or any part thereof.
  - B. Any major breakdowns or individual pieces of equipment due to mechanical or electrical failure.
  - C. Any major repairs to any equipment and the reason for repairs.
  - D. A recommendation for any major repairs to equipment that the Contractor deems necessary for proper maintenance.
- J. The Contractor shall erect barricades, signs, cones, flags, and lights as may be required by the *City of Phoenix -Traffic Barricade Manual*, latest edition to protect its workers and the motoring public when repairs are being performed on or near the roadway or when the controller will be disconnected.
- K. The Contractor shall promptly report to the City any unauthorized construction or repair work being done by others upon City owned equipment being maintained by the Contractor. The Contractor shall also report any construction or repair work in progress which work may endanger the equipment or the system.
- L. The Contractor shall promptly notify the City of the disablement of any piece of equipment on any system due to an accident or other cause such as damaged cable, broken parts, or other difficulties when such pieces of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.
- M. The Contractor shall make all necessary service calls when requested by the City to install or supervise the installation by others of additional or auxiliary equipment to any of the City systems or whenever necessary to locate cables or utility lines to prevent damage by any proposed construction at no additional cost to the City.

### 3.10. MATERIAL, LABOR, AND EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR

All workmanship, equipment, materials, miscellaneous items, and component parts incorporated in the work covered by this contract are to be of the best grade of the respective kinds for the purpose. Where equipment, materials, miscellaneous items, or component parts are referred to in the Specifications as "equal to" any particular standard, the City will decide the question of equality. The Contractor shall furnish to the City, for its approval, the name of the manufacturer of machinery, mechanical or other equipment which the Contractor contemplates incorporating in the work, and when requested by the City, the capacities and other pertinent information including samples. Machinery, equipment, materials, miscellaneous items, and components installed or used without such approval shall be at the risk of subsequent rejection.

- a. The Contractor shall furnish all transportation, equipment, and materials for maintenance at his own expense, except as specified in Extra Work.
- b. The Contractor shall furnish all necessary testing instruments for making tests and diagnosing the systems or equipment at his own expense.
- c. All locks shall be kept in proper working order at all times. Whenever it is necessary to change, replace, or add new locks to any part of the system for cause whatsoever, the Contractor shall assume cost of such new locks and keys. Whenever a lock or the tumblers are changed, the Contractor shall furnish the City with keys at his own expense.
- d. The Contractor shall furnish at his own expense, except as specified in Extra Work, a sufficient number of qualified employees who are experienced in the various technical and mechanical fields associated with the specialized equipment at all times to maintain the respective systems adequately.
- e. The Contractor shall maintain adequate storage and shop repair facilities to perform this Contract, including a reasonable stock of spare parts and equipment.

### **3.11. MATERIAL AND EQUIPMENT FURNISHED BY THE CITY OF EL MIRAGE**

1. The City may supply the Contractor during any time of the Contract period with its own usable parts, materials and equipment from its own stock or the salvage material procured from the removal of existing systems.
2. All parts, materials and equipment furnished to the Contractor shall be transported by him at his sole expense, to his warehouse, shops or sites, where such materials and equipment are to be stored, repaired or used. Upon receipt of such parts, materials, and equipment, the Contractor shall acknowledge receipt thereof on forms furnished by the City.
3. The parts, materials, and equipment furnished by the City and stored by the Contractor shall constitute the City of El Mirage Inventory or Parts and Material as used herein.
4. The City shall have the right to visit storage facilities and shops at any time for the purpose of examining the inventory of City-owned parts and equipment. The Contractor shall comply with any instructions given by the City relating to the care, storage and marking of City-owned parts and equipment for identification purposes.
5. At the termination of the Contract, the complete stock shall be delivered by the Contractor to the City at locations designated by the City with all items replaced or accounted for. The Contractor shall also be solely responsible for any replacements required due to loss, theft, burglary, damage or destruction from any cause whatsoever, of any and all such parts, material and equipment.
6. Nothing herein shall be construed as obligating the City to furnish any parts, materials or equipment

### **3.12. MAINTENANCE REQUIREMENTS**

1. Ensure all existing traffic signal equipment is in good repair and in compliance with applicable codes and standards.
2. Replace burned out lamps or damaged sockets as may be required (all replacements shall be with LED lamps). The reflector and lens shall be cleaned each time a lamp is replaced.

3. Clean, repair, test, and overhaul specified traffic signal equipment at stated intervals of time.
4. Maintain existing vehicle loop detectors, video detectors, pedestrian detection, emergency vehicle preemption, controllers, cabinets, conflict monitors, load switches, and luminaires.
5. Maintain signal heads, brackets, poles, arms, video detectors, preemptions, control boxes, cabinets and any other above-ground equipment as required to prevent corrosion and to maintain good appearance of the equipment.
6. Inspect each signal location monthly including the controllers, relays, detectors, and any other equipment to ascertain they are functioning properly and make all necessary repairs and replacements. A report of the inspections shall be submitted to the City on a monthly basis.
7. Make permanent repairs to damaged equipment.
8. Clean signal controller cabinets and components and keep them in a neat and workmanlike condition at all times.
9. Check critical controller settings (i.e., amber time) with a stopwatch to insure adequate operation.
10. Maintain proper timing of the controls and detectors as directed.
11. Replace burned out fuses, whether external or internal to specific signal control equipment.
12. Check signal heads, signal poles and associated hardware for damage and make repairs as necessary.
13. Clean reflectors, lenses, & lamps once every six months. Wash heads, posts & control cabinets at least once per year.
14. Keep signal heads, posts, control cabinets, video detectors, & foundations in alignment & tightly connected at all times.
15. Maintain all inspection plates (hand holes) for traffic signals at all times and replace missing ones from any cause.
16. Maintain emergency vehicle preemption equipment to insure proper operation
17. Check all field wiring for inadequacies (i.e., proper grounding etc.).
18. Detector loops and cable failures that are not caused by bad pavement or deteriorated cable will be repaired under the Contract at the Contractors expense.
19. The Contractor shall have adequate inventory of the controllers to be used at particular intersections in case of failure or overhauling the controllers. The temporary controllers are to match existing sequence and detection.

20. The Contractor shall not rent any equipment such as controllers, high lift vehicles, other equipment, and shall have adequate facilities to use its own equipment at all times.
21. Provide locations (Blue Stake) for other utilities or contractors as required. The City will contact the Contractor when a Blue Stake for Traffic Signals is requested.
22. Return all damaged, worn out, and obsolete City owned equipment to the City, if requested; otherwise it shall be disposed of by the Contractor at his expense.

### 3.13. EXTRA WORK SPECIFICATIONS

Whenever any major equipment in any system is damaged or has deteriorated as a result of causes other than the negligence of the Contractor or his agents so as to require repairs to or replacement of such equipment, except as hereinafter provided, or whenever the City of El Mirage deems it necessary to make changes in existing equipment, the City shall authorize the Contractor to make the necessary repairs or changes or authorize the repairs by others under the supervision of the Contractor. Such repairs shall be in accordance with these Specifications, except that the City reserves the right to advertise for competitive bids to effect major repairs or changes on any system.

- a. Any extra work shall be done under the direction of the City and shall conform to the Cities requirements.
- b. Authorization of extra work shall be given by the City in writing.
- c. Contractor shall prepare and submit a quote for the work using the labor, equipment and material rates contained within the contract. Claims for extra work which have not been authorized by the City shall be rejected.
- d. The Contractor shall furnish to the City itemized statements of the cost of all extra work, which shall include a true copy of the payroll and the original receipted bills for the materials used and any freight charges paid on same. Where materials used are not specifically purchased for use on extra work but are taken from the Contractor's stock, the Contractor may submit an affidavit of the quality, price and any freight on such materials in lieu of certified copies of original bills and invoices. This affidavit must be approved by the City.
- e. The City of El Mirage reserves the right to furnish any materials or parts for extra work, in which case no charge for items so furnished shall be made by the Contractor. Materials or parts furnished by the City of El Mirage may be from the Cities inventory of parts and materials.
- f. When the Contractor is authorized to furnish both materials and labor, at the direction of the City, as expediency, parts may be taken from the Cities inventory of parts and materials. The Contractor shall then either replace the items used or shall give the credit for all materials used for extra work from the inventory showing the entire cost of each item.
- g. A non-working foreman shall not be employed on extra work unless there are more than three men employed at any one time, place and job.

- h. For portions of extra work performed by a subcontractor, the Contractor shall submit to the City in writing the name of the subcontractor he intends to utilize and the subcontractor's cost prior to performance of said work. The City reserves the right to reject or approve said subcontractor before the work is performed.

**The Scope of EXTRA WORK is as follows:**

- a. Repair and/or replacement of major equipment including controllers, detectors, posts, and mast are poles and assembly signal heads, pedestrian heads, foundations, hand holes and cabinets.
- b. Repair and/or replacement of damaged conduit and damaged or grounded wiring extending beyond the post.
- c. Relocation of posts or other fixed equipment. The Contractor shall prepare an "as built" drawing showing such new locations and furnish same to the City.
- d. Installation and removal of temporary traffic signals.

**3.14. TIMING SETTINGS FOR TRAFFIC CONTROL SIGNALS AND TIME CLOCK SETTINGS**

- A. The Contractor shall make no changes in the timing and setting for the traffic control signal systems unless authorized to do so by the City or by Engineers of other public agencies responsible for such settings.
- B. Whenever the City has the occasion to make investigations relative to traffic and finds that conditions warrant the changing in timing on the traffic control system, on the time clocks, or any other system which may be on a meter rate, the City shall have the right to do so and will inform the Contractor of such changes within a reasonable time. The Contractor shall keep timing settings in accordance with the Cities instructions at all times.
- C. The Contractor shall initiate and maintain a written record of all controller or time clock settings. Whenever such a setting is changed, as authorized herein, the Contractor shall prepare a record of such changes. One copy shall be kept in the control cabinet.

## 4. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Project Understanding</b>	Points Based	35 <i>(35% of Total)</i>
2.	<b>Similar Projects Completed</b>	Points Based	35 <i>(35% of Total)</i>
3.	<b>Price/Cost</b>	Points Based	30 <i>(30% of Total)</i>

## 5. Vendor Questionnaire

### 5.1. [Proposal \\*](#)

Please upload your complete Proposal here.

\*Response required

### 5.2. [Have you read and agreed to all of the terms and conditions in the RFP\\*](#)

Please confirm

\*Response required

### 5.3. [Upload a copy of your Contractor's License\\*](#)

\*Response required

### 5.4. [References\\*](#)

Please download the below documents, complete, and upload.

- [References.pdf](#)

\*Response required

### 5.5. [Statement of Contractors Qualifications \\*](#)

Please download the below documents, complete, and upload.

- [Statement of Contractors Qu...](#)

\*Response required

### 5.6. [Identify any claims arising from a contract owner, which resulted in litigation within the last five \(5\) years. Briefly describe the circumstances and the outcome. \\*](#)

\*Response required

### 5.7. [Please Provide your Certificates of Insurance. \\*](#)

\*Response required

### 5.8. [Please provide any additional information you would like for the City to consider.](#)

## 6. Pricing

### TRAFFIC SIGNAL MAINTENANCE

Respondents may submit this form or a separate form with their proposed cost for Traffic Signal Maintenance.

Line Item	Description	Quantity	Unit of Measure	Cost per Month	Total Cost per Month
1	Complete Maintenance of Signal Controlled Intersections	14	Monthly		
2	Complete Maintenance of HAWK, School, & Fire Signals	7	Monthly		
<b>TOTAL</b>					

### EXTRA WORK

Respondents may submit this form or a separate form with their proposed cost for Extra Work

Line Item	Description	Unit of Measure	Rate
1	Regular Hourly Rate for Extra Work (Tech II or higher)	Hourly Rate	
2	Overtime Hourly Rate for Extra Work	Hourly Rate	
3	Material Markup/Discount from List Price	Hourly Rate	
4	Service Truck	Hourly Rate	
5	Aerial Truck	Hourly Rate	