

MA 18P 18010800000000000071
MODIFICATION

State of Maine



Master Agreement

Effective Date: 01/10/18

Expiration Date: 01/31/21

Master Agreement Description: Traffic Delineator Post, Flexible Steel & Tubular Clover Leaf

Buyer Information

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

Issuer Information

Sharon Krechkin 207-624-3038 ext. sharon.krechkin@maine.gov

Requestor Information

Sharon Krechkin 207-624-3038 ext. sharon.krechkin@maine.gov

Agreement Reporting Categories

Reason For Modification: Extend at higher pricing. DOT approved, see attachment.

Authorized Departments

17A TRANSPORTATION

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000092723

Vendor Name

TRAFFIC & PARKING CONTROL CO

Alias/DBA

Vendor Address Information

5100 W. Brown Deer Road

Brown Deer, WI 53223

US

Vendor Contact Information

Joanne Conrad
877-827-2652 ext.
joanne@tapconet.com

Commodity Information

Vendor Line #: 1

Vendor Name: TRAFFIC & PARKING CONTROL CO

Commodity Line #: 1

Commodity Code: 57044

Commodity Description: Steel Flex Delineator Post

Commodity Specifications: As per the specifications attached and made part of this MA.

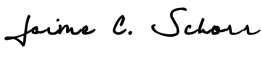
Commodity Extended Description: Min.order 1000 units

Quantity 0.00000	UOM	Unit Price 0.000000
Delivery Days 20	Free On Board FOB Dest, Freight Prepaid	
Contract Amount 0.00	Service Start Date	Service End Date
Catalog Name SteelFlex	Discount 0.0000 %	
	Discount Start Date 01/10/18	Discount End Date 01/31/21

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.


State of Maine - Department of Administrative and Financial Services

DocuSigned by:
 12/2/2019
8D6437754DD0450

Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor TAPCO-TRAFFIC and PARKING CONTROL, INC

DocuSigned by:
 12/3/2019
6F100052120E45B...

Signature Date

Jason Decker Senior Account Manager

Print Representative Name and Title

TERMS & CONDITIONS

MA 180108-071

RFQ 17A 170605-773



COMMODITY ITEM: Traffic Delineator Post, Flexible Steel & Tubular Clover Leaf

CONTRACT PERIOD: Through January 9, 2019. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions. *Final Extension through January 31, 2021*

CONTACT PERSON: The contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues, and any issues pertaining to this Master Agreement. All orders not submitted through a DO will be sent through the contractor's contact person. **The contact person will be:** Jason T. Decker **Tel:** 262-649-5246 **Email:** jason.decker@tapconet.com

EXTENSION OF CONTRACT: The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

CANCELLATION OF CONTRACT: The Division of Procurement Services reserves the right to cancel a contract with a thirty-day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

PRICES: Prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. Prices are to remain firm for the duration of the contract.

QUANTITIES: Light gray is a special order so there is a minimum order of 300 units. It is understood and agreed that the contract will cover the **actual quantities** required by State Agency over the length of the contract.

ORDERING PROCEDURE: Delivery orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5000.00 can be ordered using a P-Card.

DELIVERY: It will take three to four weeks from the point of order for delivery. The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice. List of Delivery locations below.

QUARTERLY REPORT: The Division of Procurement Services **requires a quarterly report of sales** be faxed to 207-287-6578 within 30 days of the end of each calendar quarter. It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card (P-Card) as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

Bureau of Business Management – Division of Procurement Services
State of Maine – Department of Administrative and Financial Services
9 State House Station
Augusta, Maine 04333-0009

Contract Number
MA 180108*071

Tel. (207) 624-7340
Fax.# (207) 287-6578

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Traffic Delineator Post, Flexible Steel & Tubular Clover Leaf

Contractor: Traffic & Parking Control CO (TAPCO)

Contract Period Extended To: 01/31/21

Extended Contract Pricing: Yes

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No # MA 180108*071 through Jan. 31, 2021 with all terms, conditions remaining as shown in the original contract.

Dollar value the State has spent on this contract from 01/10/19 to present: \$

Additional notes from the Vendor: Please note that a couple of the items have had price increases

Agreement to extend Master Agreement 18P – 11801080000000000071 authorized by:

Name: Jason Decker

Title: Senior Account Manager

Signature:  DocuSigned by:
Jason Decker
5F18C352126E45B...

E-mail Address: jason.decker@tapconet.com

Date: 12/2/2019

Appendix B

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PURCHASES**

DETAILED SPECIFICATIONS

RFQ # 17A17060500000000000773

FLEXIBLE STEEL DELINEATOR POSTS

1 DESCRIPTION

This specification is for flexible steel delineator posts that are capable of withstanding repeated impacts and wheel overs by vehicles with minimal damage to the post or vehicle. The posts shall have a convex cross-sectional shape and shall have the following approximate dimensions: 66 inches in height x 1/16" thick x 4" wide.

2 REQUIREMENTS

The delineator posts shall be constructed of 0.05 inch flexible steel. All faces of the delineator post shall have a smooth, gloss white powder coat finish that is 2.75 mils in thickness over a thermal diffusion anti-corrosive protective coating. All posts shall exhibit good workmanship and shall be free of roughness, sharp edges, discoloration and other objectionable marks or defects which may affect appearance, serviceability and the attachment of reflective sheeting. The delineator post shall stand vertical when installed and shall not deflect more than 1½" when subjected to wind speeds of 100 MPH on the front face (convex surface) of the post.

DIMENSIONS AND SPECIFICATIONS SUMMARY

Material	0.05 inch flexible steel
Surface Coating	Powder coated to minimum 2.75 mils thickness over ArmorGalv™ thermal diffusion galvanised substrate.
Overall Width (facing traffic)	4 inches
Delineator face width	4 inches
Length	66 inches
Recommended installation depth.	16 inches below ground
Shape	"C" channel – 0.4 inch depth. Radius 4-7/8 inches
Manufacturing Tolerances	Width & Length Tolerance shall be +/- 5%. Curvature Tolerance shall not exceed 1/8" Thickness Tolerance is +/- 5%
Packaging	Boxes of 10 with installation instructions included. 50 boxes per pallet. 500 units per pallet.

3 SHIPPING/BID ITEMS

Pricing shall include all freight costs. Orders will be placed by the number of pallets. Minimum order shall be two pallets (1000 units).

Shipping locations:

<u>Region</u>	<u>Location</u>	<u>ZIP</u>	<u>Telephone</u>	<u>Contact</u>
1	51 Pleasant Hill Road, Scarborough, ME	04070	(207) 885-7000	Tim Cusick
2	53 Bog Road, Augusta, ME	04330	(207) 624-8200	Maurice Hinkley
3	Route 2, Dixfield, ME	04224	(207) 562-4228	Reggie Knowles
4	219 Hogan Road, Bangor, ME	04401	(207) 941-4500	Shawn Davis
5	259 Oakfield/Smyrna Road, ME	04763	(207) 764-2200	Mark Ireland

TECHNICAL SPECIFICATIONS

Steel-Flex® Guide Posts and Steel-Flex® Utility Marker Posts.

Product Codes SF13-SF14-SF16-SF17-SFMP Series

DIMENSIONS AND SPECIFICATIONS

Surface Coating	Powder coated to minimum 70 microns' thickness over ArmorGalv™ thermal diffusion galvanised substrate.
Overall Width (facing traffic)	103mm
Delineator face width	103mm
Length	1300mm – 1700mm
Recommended installation depth.	400mm below ground
Shape	"C" channel – 10mm depth. Radius 125mm
Manufacturing Tolerances	Width & Length Tolerance shall be +/- 5%. Curvature Tolerance shall not exceed + 3mm Thickness Tolerance is +/- 5%

DEFINITION

Delnorth Steel-Flex® is a patented flexible steel delineator post. Steel-Flex® may be driven into the ground, or road base using a Delnorth designed manual or mechanical driving device. Steel-Flex® is capable of withstanding repeated impacts and wheel overs by vehicles with minimal damage to the post or vehicle. Steel-Flex® roadside delineator posts comply with:
British & European Standard EN 12899-3:2008
Australian Standard AS1742.2 and AS/NZ 1906.1

DURABILITY

Steel-Flex® can retain a minimum of 75% of its colour, appearance and physical properties for 10 years even when exposed

to extreme weather conditions. They are fire resistant and the powder coating can withstand temperatures of up to 140°C.

WIND DEFLECTION

Steel-Flex® flexible steel delineator posts stand vertical when installed. Testing has shown that the post will not deflect more than 35mm when subjected to wind speeds of 45m /sec. (162 kph) on the front face (convex surface) of the post.

BENDING PROPERTIES

The load required to bend each post length of 1000mm long to an angle of 90deg. should not be less than 30 N. It only requires 8lb pressure to bend a Steel-Flex post.

IMPACT AND WHEEL-OVER RESISTANCE

Steel-Flex® delineator posts return to vertical automatically after repeated vehicle impacts. It has been tested to 10 impacts from a passenger type vehicle at 100 kph without compromising the integrity of the post. It has been tested to 10 wheel-over's at 50kph from a fully laden 42 tonne truck without compromising the integrity of the post.

WEATHERING RESISTANCE

Steel-Flex® flexible steel delineator posts are coated with the highest-grade polyester powder with exceptional UV resistance and 10-year superior weathering characteristics. Steel-Flex has been tested

to comply with the following standards:

Impact Resistance (ASTM D - 2794)
Adhesion (ISO 2815)
2000 hr Salt Spray (ASTM B - 117)

FINISH & COLOUR

All faces of the Steel-Flex® delineator posts are a smooth gloss white powder coat finish to a minimum thickness of 70 microns over a ArmorGalv® thermal diffusion anti-corrosive protective coating and generally require almost nil maintenance.

FLAME RESISTANCE

Steel-Flex® is non-flammable.

MARKING

The manufacturer's name and the month/year date of manufacture with minimum 1 cm high characters, are applied to the concave surface of the post. The recommended installation depth is marked by a 12mm diameter hole punched into the post 40cm from the lower pointed edge. Reflective sheeting is applied to conform with the relevant specifications.

POST ANCHORAGE

Steel-Flex® flexible steel delineator posts are driven into the ground or road base to a minimum depth of 400mm. Dual retention barbs assist to provide post stability, correct alignment and resistance to unlawful removal by hand. Testing has shown, that when installed correctly in

average ground conditions, there is a force of over 500kg required to remove the post from the ground. To maximise the life of the post, it is recommended that a small V shape divot approximately 100mm deep x 100mm long x 105mm wide, be removed to provide a bend radius when there is a direct wheel-over by a vehicle. This void may be filled with sand if required. Installation instruction sheets are included with each box of 10 Steel-Flex posts.

DELINEATORS

Delnorth Steel Posts can be fitted with all available types of Guide Post delineators and Marker Post stickers complying with AS1906.1. The posts can be driven in with delineators or stickers attached.

HEAT RESISTANCE TEST

The Steel-Flex® post will be conditioned for 2 hours at + 60° C. The conditioned post can then straighten itself within 30 seconds when bent at 90° from one end of the post in the direction of normal face (convex surface). This test will be carried out five times within 2 minutes, after the sample has been removed from the stove.
Result of Steel-Flex Heat Resistant Test = Pass (1 second each bend)

COLD RESISTANCE TEST

The Steel-Flex® post will be conditioned for 2 hours at - 10° C. The conditioned

post can then straighten itself within 30 seconds when bent at 90° 800mm from one end of the post in the direction of normal face (convex surface). This test will be carried out five times within 2 minutes, after the sample has been removed from the cooler.
Result of Steel-Flex Cold Resistant Test = Pass (1 second each bend)

STEEL BALL TEST

The Steel-Flex® post will be conditioned for 2 hours at - 10° C. The conditioned post shall show no signs of fracturing or splitting when a 1 kg steel ball is dropped from a height of 1500mm through a friction less guide to impact the surface of the post. The post shall be flat in a horizontal position supported at both ends. This test will be carried out five times within 10 minutes after the sample has been removed from the cooler.
Result of Steel-Flex Steel Ball Test = Pass (1 second each bend)

PACKAGING

Boxes of 10 with installation instructions Included.
50 boxes per pallet.
500 units per pallet.

Maine DOT Flexible Traffic Delineator Specifications

- Shall have an 8 inch round base with holes to allow anchoring to pavement.
- Base shall be able to anchor by both surface or ground mount
- Post Colors shall be White, or Yellow.
- Post diameter: 2 1/2 inch (tubular), 3 inch (when flattened)
- Post top will be flattened.
- Posts shall be 42 inches in height.
- Two reflective sheeting bands with minimum 2 inch wide sheeting around post shall be installed near the top.
- Sheeting shall be a minimum of diamond grade retro reflectivity.
- White reflective sheeting on white post.
- Yellow reflective sheeting on yellow post.
- Can withstand over 75 hits at 55 mph
- Post and base shall be made from fade resistant, UV protected post-consumer recycled plastic.
- Weight: Approx. 3 lbs.
- Dimensions do not need to be exact but shall be reasonably close.



Highway & Road Edge Delineator Posts

STEEL-FLEX

FLEXIBLE, ALL GALVANIZED, STEEL DELINEATOR POST

- Most Durable Post available
- High Impact Resistance
- Will not fade or discolour
- Returns to vertical every time
- Low Maintainance
- Heat Resistant +80°C
- Cold Resistant -30°C
- Will last many years longer than plastic or fibreglass composite
- Can be impacted more than 1500 times



- Very fast and easy to install
- Not affected by UV
- Very difficult to remove
- Powder Coated in any colour
- High Visibility
- Ground Retention Barb
- Will not dislodge on Impact
- Fire Resistant
- Huge cost savings
- No sharp edges
- Life expectancy of 10 years



Tested & Approved to EN 12899-3:2007

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1-800-236-0112
www.tapconet.com

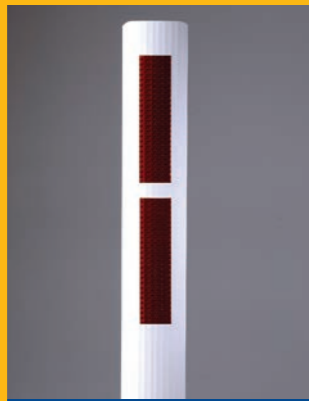
5100 West Brown Deer Road
Brown Deer, WI 53223



Flexible All Galvanised STEEL-FLEX Steel Delineator Posts



SF1-2



SF1-3



SF1-4



SF1-5



SF1-6



SF1-7

EZY TO INSTALL



MANUAL INSTALLATION



PNEUMATIC INSTALLATION

- One Person Installation
- Manual Driving Tool
- Pneumatic Driving Tool
- No boring, digging or backfill required
- Installs in almost all ground conditions
- Depth Marker Hole

EZY TO MAINTAIN after 1500 Impacts



AFTER 1500 IMPACTS



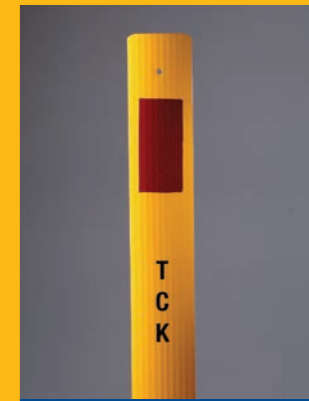
NEW REFLECTOR FITTED

- Galvanized Steel & Powder Coated
- Gloss White will not fade or discolour
- Returns to vertical after many impacts
- Can be impacted in both directions
 - No maintenance Painting
 - Powder Coated in any colour
- Fire Resistant

50 kph Impact & All Wheel-over by 42 Tonne Truck x 10 times.



SF1-8



SF1-9



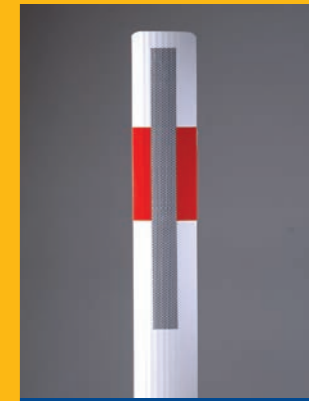
SF1-10



SF1-11



SF1-12



SF1-13



Service & Utility Marker Posts

STEEL-FLEX

FLEXIBLE, ALL GALVANIZED, STEEL MARKER POST



EZY TO USE To Identify



- Underground Electrical Cables
- Underground Fibre Optic Cables
- Underground Water Pipelines
- Underground Gas Pipelines
- Fire Hydrants • Distance Markers
- Drains and Culverts
- Walking Trails and Camping Areas
- Rural numbering and 9-1-1 Markers



FG 300 Model UR Channelizer Post Material Specifications

1) Design

The channelizer post shall consist of a modified T-shaped tubular post a minimum of 3.00 inches wide by 2.00 inches deep, with 0.125 inch (min.) walls, comprised of flat front and curved rear surfaces and sides to create areas of opposing compression stresses on the inner and outer walls when impacted resulting in superior rebound. All channelizer posts shall be capable of sustaining a minimum of fifty (50) bumper and direct wheel-over impacts at 60 MPH (100 km/h) without damage to the post or the reflective sheeting applied to the post. All posts shall be easily replaceable. All posts shall be constructed of UV-stabilized thermo-plastic polyurethane (TPU) for superior durability, conforming to the following material specifications:

Property	ASTM Test	Results
Specific Gravity (min.)	D 792	1.10
Hardness (min.)	D 2240	80 A
Tear Strength (min PSI)	D 624, Die C	600
Tensile Strength @ yield, (min PSI)	D 412	4,000
Tensile Elongation @ break (min. %)	D 412	600
Cold Temp. Impact Test (-7° F)	FL/DOT	Pass

2) Bases

Channelizer posts shall mount to a base unit with two (2) plastic locking pins. For highest visibility and durability, posts shall be mounted to bases of the same color as the post and/or curb and the corresponding lane line (yellow & yellow, white & white, etc.) and shall be 1.5 # in weight. All bases shall be constructed of a high-impact thermo-plastic styrenic alloy conforming to the following material specifications:

Property	ASTM Test	Results
Specific Gravity (min.)	D 792	1.02
Gardner Impact (min.)	N/A	160
Flexural Strength (min.)	D 790	5,500

3) Florescent and Standard Colors

Channelizer posts and bases shall be constructed of UV-stabilized polymers and colors. The color shall be solid throughout and stabilized to resist UV degradation. In construction work zone areas where orange devices are used, all materials shall be Florescent Orange to improve visibility in low light conditions.

4) Locking Pins

The channelizer posts shall be secured to the base units with rust-proof black plastic locking pins conforming to the same material specifications as the base units to prevent dislocation when posts are impacted and to ease replacement of old posts.

5) Reflective Sheeting

All posts shall have retro-reflective sheeting applied. The minimum reflective sheeting shall be two (2) 6-inch wide wraps of sheeting the same color as the post applied one (1) inch down from the top of the post with a six (6) inch gap between wraps. The sheeting shall meet State specifications for retroreflectivity.

6) Lengths

Channelizer posts shall be available in lengths from 16 to 48 inches, as specified in the construction plans or procurement details.

7) Installation

Channelizer posts shall be secured to the roadway with removable and reusable one-piece anchor bolts with a finished hex head, integral washer, dual lead threads and chamfered tip. One-piece bolts shall be used to eliminate improper assembly; dual-thread bolts shall be used to prevent bolts spinning in holes when tightened. All channelizer posts shall be completely removable with standard power tools. Alternatively, posts shall be adhered to the roadway with approved 2-part road marker epoxy, flexible bituminous adhesive or pressure-sensitive synthetic butyl rubber pads, min. 0.125" thick.

8) Packaging

Channelizer posts and bases shall be packaged in boxes of 25 pieces. A sufficient quantity of pins shall be supplied to secure all posts to the bases.

9) NCHRP 350 Acceptance

The channelizer posts shall be fully crash-tested by an A2LA-certified testing facility and meet requirements for **Category 1** devices as specified in **NCHRP Report # 350**. All channelizer posts shall have the acceptance of the U.S. Department of Transportation, Federal Highway Administration. Test reports and certifications of acceptance to these standards must be supplied by the manufacturer upon request.

10) Quality

The channelizer posts shall be manufactured by an ISO 9001 certified firm in good standing; evidence of ISO compliance shall be presented as a pre-condition for acceptance for use.

11) Manufacturer

The device above is manufactured by Pexco LLC, Davidson Traffic Control Products, Tacoma, WA, USA, phone (253) 284-8000, email hwysales@pexco.com.

Davidson FG 300 Channelizer Posts & Bases **Installation Procedures**

A) Installation Using 2-part Epoxy, Hot-melt Bitumen, or 1-part Urethane Adhesive 795A

- 1) Adhesive will adhere well to most clean, dry and well unified surfaces. Ideal application temperature is 50° to 100° degrees F. All surfaces must be free of dust, dirt, oil and moisture.
- 2) Assemble posts and bases together with quick release pins provided. Wipe the spot on which the post will be placed.
- 3) Mix equal parts A & B of standard road marker epoxy and apply evenly 1/8 inch thick to the FG 300 base. Single-component hot melt bitumen or urethane Adhesive 795A may also be used.
- 4) Place FG 300 post & base assembly onto the roadway and **apply firm downward pressure** for five (5) seconds. Flat front or curved back side of post should face oncoming traffic.
- 5) After application bond strength increases & achieves ultimate strength after 72 hours at 70° F.
- 6) Posts should be protected from traffic for a minimum of one (1) hour after installation.

B) Temporary Mounting Using Butyl Adhesive Pad

- 1) Adhesive will adhere well to most clean, dry and well unified surfaces. Ideal application temperature is 50° to 100° degrees F. All surfaces must be free of dust, dirt, oil and moisture.
- 2) Assemble posts and bases together with quick release pins provided. Wipe the spot on which the post will be placed.
- 3) Remove one side of release paper from butyl pad and apply centered on base. Press firmly onto base. Remove second side of release paper; base is now ready for installation on the road.
- 4) Press base onto desired location on road and apply **apply firm downward pressure** for five (5) seconds. Flat front or curved back side of post should face oncoming traffic.
- 5) Posts are now ready for traffic.

C) FG 300 Anchor Bolts

- 1) Using a standard hammer drill and 3/8" SDS bit, drill holes through the holes in each base approx. 4" into asphalt pavements (2 1/2" into concrete pavements).
- 2) Blow the bolt holes and area below the base clean of dust, rocks or other material.
- 3) Insert proper length anchor bolt through holes in the base. Using an impact wrench, drill the bolt into the hole in the pavement. Begin tightening the bolt by applying slight downward pressure when engaging the first few threads.
- 4) Continue tightening until the head is firmly seated; do not over-tighten the bolt.

D) Limitations of Adhesive System

- 1) Bond strength is dependent upon the amount of adhesive-to-surface contact developed. Firm application pressure develops better adhesive contact and thus improves bond strength.
- 2) Moisture on roadway surfaces will inhibit bonding of the adhesive.
- 3) Insufficient pressure will not allow the adhesive to bond properly.

Placing the post incorrectly could result in adhesive failure!

E) Important Notice To Purchaser

The following is made in lieu of all warranties, expressed or implied, including the implied warranties of merchantability and fitness for purpose: Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Before using, user shall determine the suitability of the product for its intended use, and user assumes all risk and liability whatsoever in connection therewith. Neither manufacturer nor seller shall be liable either in tort or in contract for any loss or damage, direct, incidental, or consequential, arising out of the use of or the inability to use the product.

Distributed by



1-800-236-0112
www.tapconet.com

5100 West Brown Deer Road
Brown Deer, WI 53223



SELECT DESIRED POST:

UR GRADE

SPECIFY DESIRED HEIGHT:

18" 36"

24" 42"

28" 48"

CUSTOM (SEE NOTE 4)

SELECT DESIRED POST COLOR:

WHITE

YELLOW

ORANGE

CUSTOM (SEE NOTE 3)

SELECT DESIRED REFLECTIVE SHEETING:

REFLEXITE AR 1000

3M HIGH INTENSITY GRADE

3M FHIP

SELECT DESIRED SHEETING COLOR:

WHITE

YELLOW

BLUE

CUSTOM (SEE NOTE 3)

SELECT DESIRED BASE:

1 LB. LITE BASE - BLACK ONLY

1.5 LB. HEAVY DUTY BASE - COLORS ONLY

10 LB GREEN CROSS BASE

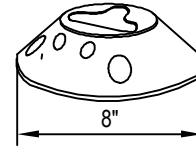
INVISI-BASE (FLUSH MOUNT)

METRO BASE

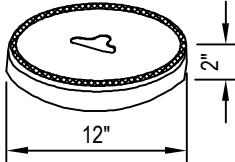
BASE OPTIONS:



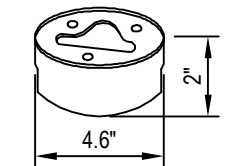
1.5 LB HEAVY DUTY BASE
COLORS ONLY



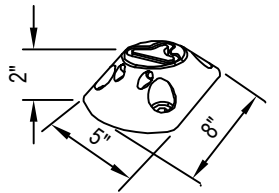
1 LB LITE BASIC - BLACK



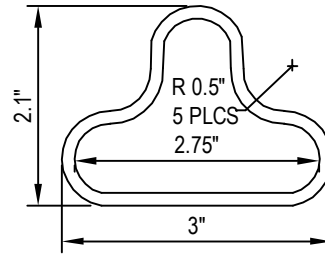
10 LB GREEN CROSS BASE



INVISIBASE FLUSH MOUNT

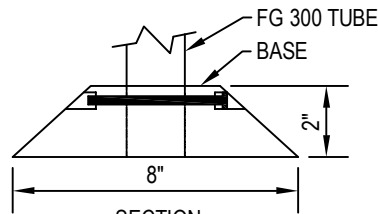


METRO BASE

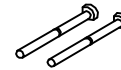


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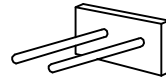
MATERIAL: POLYURETHANE



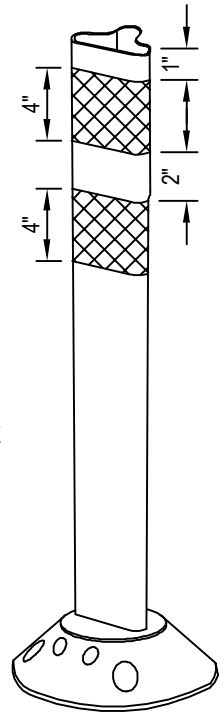
SECTION



QUICK RELEASE PINS



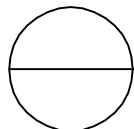
PIN REMOVAL TOOL



SHOWN WITH TYPICAL
REFLECTIVE TAPE
APPLIED

NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. POSTS AND REFLECTIVE SHEETING ARE AVAILABLE IN CUSTOM COLORS. CONTACT MANUFACTURER.
4. FLEXI-GUIDE POSTS CAN BE CUT TO ANY LENGTH YOU DESIRE. CALL FOR DETAILS.
5. POSTS MAY BE ORDERED W/ FACTORY APPLIED, HIGH INTENSITY OR PRISMATIC SUPER HIGH INTENSITY RETRO-REFLECTIVE SHEETING. SPECIFY TYPE, COLOR AND SIZE WHEN ORDERING.
6. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info REFERENCE NUMBER 644-033.



FG 300 MODEL UR

HIGH - PERFORMANCE SURFACE MOUNT POST

Distributed by



1-800-236-0112
www.tapconet.com

5100 West Brown Deer Road
Brown Deer, WI 53223

GSA Contract Holder
GS-07F-5924R
GS-07F-0234U

U.S. COMMUNITIES
CONSTRUCTION PRODUCTS ALLIANCE
Supplier Partner

STATE OF MAINE

GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)



- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest

transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

Appendix A

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PURCHASES**

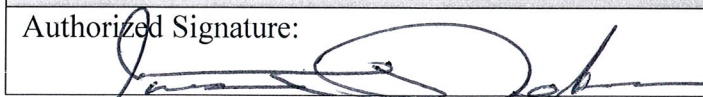
BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: <u>TAPCO Traffic and Parking Control</u>		
Chief Executive - Name/Title: <u>VP of Sales Andrew Bergholz</u>		
Tel: <u>262-814-7338</u>	Fax:	E-mail: <u>andy@TapcoNet.com</u>
Headquarters Street Address: <u>5100 W BROWN DEER RD</u>		
Headquarters City/State/Zip: <u>BROWN DEER, WI 53223</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <u>Jason Decker / Account Manager</u>		
Tel: <u>262-649-5246</u>	Fax:	E-mail: <u>Jason.decker@TapcoNet.com</u>
Street Address: <u>5100 W BROWN DEER RD</u>		
City/State/Zip: <u>Brown Deer, WI 53223</u>		

Are you a Maine Business as defined in this RFQ under RFQ Requirements, Section 6. Quotation Evaluation and Selection?	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ; and
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening; and
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal; and
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: <u>Jason T Decker</u>	Title: <u>Account Manager</u>
Authorized Signature: 	Date: <u>6/18/17</u>

Debarment, Performance, and Non-Collusion Certification

By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: <i>Jason T Decker</i>	Title: <i>Account Manager</i>
Authorized Signature: <i>[Signature]</i>	Date: <i>6/18/17</i>

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
10072	TRAFFIC & PARKING CONTROL CO		Steel Flex 66" Powder Coated White Delineator Post	ASTM D4956 Type III retro-reflective sheeting. Min.order 1000 units	EA	\$29.95	50
10072-1	TRAFFIC & PARKING CONTROL CO		Steel Flex 66" Powder Coated White Delineator Post	ASTM D4956 Type III retro-reflective sheeting. Under 1000 units	EA	\$29.95	50
1000071WSHTG	TRAFFIC & PARKING CONTROL CO		Steel Flex 66" Powder Coated White Delineator Post	ASTM D4956 Type VII/VIII/IX retro-reflective sheeting. Min.order 1000 units	EA	\$28.94	50
114901	TRAFFIC & PARKING CONTROL CO		Traffic Delineator,42 Flexible Yell Flat Post, Yellow Reflec	FG300 Surface Mount 42" Yellow Flattened Post w/ Yellow Reflectivity, 3" Tubular Clover Leaf	EA	\$35.68	10
114902	TRAFFIC & PARKING CONTROL CO		Traffic Delineator,42 Flexible Whit Flat Post, White Reflec	FG300 Surface Mount 42" White Flattened Post w/ White Reflectivity, 3" Tubular Clover Leaf	EA	\$35.68	10
139278	TRAFFIC & PARKING CONTROL CO		Traffic Delineator,48 Flexible Whit Flat Post, Red Reflec	FG300 Surface Mount 48" White Flattened Post w/ 4" Red Reflectivity, 3" Tubular Clover Leaf	EA	\$37.73	21
139279	TRAFFIC & PARKING CONTROL CO		Traffic Delineator,48 Flexible Whit Flat Post, Green Reflec	FG300 Surface Mount 48" White Flattened Post w/ 4" Green Reflectivity, 3" Tubular Clover Leaf	EA	\$37.73	21
139568	TRAFFIC & PARKING CONTROL CO		Traffic Delineator,48 Flexibl Yell Post w/2, 3in Reflec Band	FG300 Surface Mount 48" Yellow Post w/2 3" Reflectivity Bands, Tubular Clover Leaf	EA	\$52.95	21
131397	TRAFFIC & PARKING CONTROL CO		Base, Flexible Traffic Deliniator FG300, White	White FG300	EA	\$16.29	21
100592	TRAFFIC & PARKING CONTROL CO		Base, Flexible Traffic Deliniator FG300, Lite Black	Lite Black FG300	EA	\$14.25	21
116846	TRAFFIC & PARKING CONTROL CO		Bolt, Asphalt, 4 inch for DP200/FG300 Delineator Base	Each base requires 4 bolts	EA	\$1.54	21