State of Maine

Master Agreement

Effective Date: 05/31/18
Expiration Date: 05/31/20

Master Agreement Description: Sequential LED Road Safety Flares

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

Authorized Departments
17A TRANSPORTATION
ALL

Vendor Information

Vendor Line #: 1
Vendor ID VC0000207861
Vendor Name PI VARIABLES INC
Alias/DBA

Vendor Address Information
14831 MYFORD RD
TUSTIN, CA  92780-7279
US

Vendor Contact Information
JAMES SELEVAN
949-422-5211 ext.
jselevan@pivariables.com
## Commodity Information

**Vendor Line #:** 1  
**Vendor Name:** PI VARIABLES INC  
**Commodity Line #:** 1  
**Commodity Code:** 80160  
**Commodity Description:** Sequential LED Road Safety Flare  
**Commodity Specifications:** 
**Commodity Extended Description:** Sequential LED Road Safety Flare

<table>
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<tr>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Delivery Days</th>
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<td>$0.00</td>
<td>7</td>
<td>FOB Dest, Freight Prepaid</td>
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<td>0.0000 %</td>
<td>05/31/18</td>
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Sequential LED Road Safety Flares

TERMS & CONDITIONS

MA 180524-137

COMMODITY ITEM: Sequential LED Road Safety Flares. Complete list of included items below.

CONTRACT PERIOD: Through May 31, 2019. The State of Maine with vendor approval can opt to issue up to three (3) one (1) year extensions. First extension period through May 31, 2020.

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: Jim Selevan, Tel: 949-415-9411, Email: Jim.Selevan@pi-lit.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: 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.

FEDERAL EXCISE TAX CERTIFICATE: Any purchasing agency or department must sign and mail back the required Federal Excise Tax Certificate with each Purchase. They are order specific and must have original signatures.

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.

USING DEPARTMENTS: All State of Maine departments will be able to utilize this Master Agreement.

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.
CONFORMITY WITH STANDARDS: Unless otherwise provided in the contract, all materials shall conform to the following standards, as applicable.

A. MDOT
B. AASHTO
C. ASTM
D. AREMA
E. Standard conditions and special conditions contained in any permit
F. Manual on Uniform Traffic Control Devices (MUTCD)
G. American with Disabilities Act (ADA)

MATERIAL QUALITY: Materials and manufactured products shall be new unless otherwise specified, free from defect, and in conformity with the contract. If there is no applicable standard set forth in this Contract for a particular item, then the item shall be in accordance with industry standards prevailing at the time of bid. The Department has the authority to inspect all Materials and every detail of the Work.

When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not con-forming to the Specifications at any time.

The following items are included on this Master Agreement.

Sequential LED Road Safety Flare – Rechargeable - Lithium Battery Version
Includes carrying case, car charger, wall charger
Price per Package of 6 = $410.00 (Shipping included in this price)
Price per Package of 10 = $620.00 (Shipping included in this price)

Sequential LED Road Safety Flare – Alkaline
Price per Package of 6 = $290.00 (Shipping included in this price)
Price per Package of 10 = $440.00 (Shipping included in this price)
Appendix D

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES

Municipality Political Subdivision and School District Participation Certification

RFQ # 17A180213000000000000444

Sequential LED Road Safety Flares

The Division of Procurement Services is committed to providing purchasing opportunities for municipalities, political subdivisions and school districts in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

X = Yes

_____ Yes with conditions as follows:

_____ No

Name of Company:
Pi Variables, Inc.

Address:
14831 Myford Road, Tustin, CA 92780

Signature: James Selevan

Date: March 2, 2018
<table>
<thead>
<tr>
<th>SUPPLIER PART NUMBER</th>
<th>ITEM DESCRIPTION</th>
<th>EXTENDED DESCRIPTION</th>
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<tr>
<td>Pi-lit-Lith-6</td>
<td>Sequential LED Road Safety Flare, Rechargeable 6 Per Pkg</td>
<td>Includes Lithium Battery and Charger</td>
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<td>Includes Lithium Battery and Charger</td>
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<td>PKG</td>
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<tr>
<td>Pi-lit-Alka-10</td>
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