

MODIFICATION

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 Departments17A 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@pivariabes.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

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

7

Free on Board

FOB Dest, Freight Prepaid

Contract Amount

\$0.00

Service Start Date

Service End Date

Catalog Name

PI VARIABLES INC Seq LED Light

Discount

0.0000 %

Discount Start Date

05/31/18

Discount End Date

05/31/20

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 conforming 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 # 17A18021300000000000444

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**



SUPPLIER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
Pi-lit-Lith-6	Sequential LED Road Safety Flare, Rechargeable 6 Per Pkg	Includes Lithium Battery and Charger	PKG	\$410.00	7
Pi-lit-Lith-10	Sequential LED Road Safety Flare, Rechargeable 10 Per Pkg	Includes Lithium Battery and Charger	PKG	\$620.00	7
Pi-lit-Alka-6	Sequential LED Road Safety Flare, Alkaline 6 Per Pkg	NOT Rechargeable	PKG	\$290.00	7
Pi-lit-Alka-10	Sequential LED Road Safety Flare, Alkaline 10 Per Pkg	NOT Rechargeable	PKG	\$440.00	7