

TERMS & CONDITIONS
MA 180611-149

COMMODITY ITEM: Dynamic Speed Feedback Signs.

CONTRACT PERIOD: Through July 31, 2019. The State of Maine with vendor approval can opt to issue up to one (1) one (1) year extensions. *First extension through July 31, 2019 at lower pricing.*

VENDOR 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: Mark Gregory, Phone: 518-744-8568, Email: MGREGORY@TRAFFICLOGIX.COM

MaineDOT CONTACT PERSON:

Name: Stephen Landry
Title: State Traffic Engineer
Address: Maine Department of Transportation
16 State House Station, Augusta, ME 04333-0016
Phone: 207-557-0347

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.

INVOICES and PAYMENT: The Contractor shall submit an itemized bill to the Department for materials following delivery for approval and payment. Invoices shall include the following minimum information:

Contractor name, address & Contract Number 18P 180611-149, Invoice Date & Number, Dates of Delivery

The accepted quantity of Portable Radar Speed Signs will be paid for by Each and will be full compensation for the speed feedback sign, mounting hardware for u-channel and wood posts, any software/firmware, solar panels, batteries, mounting hardware for solar panels.

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. The Contractor shall deliver the materials to the MaineDOT Sign Shop at 66 Industrial Drive in Augusta, ME. The Contractor shall notify MaineDOT, Stephen Landry a minimum of one week prior to delivery for delivery coordination. Alternative contacts is: Robert Rooney, 207-287-2846. The Contractor shall deliver the materials only during the following times: Monday through Friday, 7:00 AM through 3:30 PM except for deliveries may not be made on holidays, or government closure days. The Department will not off-load the materials at the delivery site.

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 abbreviations must be used:

- X Standard or as specified
- N/A Not Available
- DI Dealer Installed
- AE Approved equal process

Item # 1 DISPLAY SPECIFICATIONS

X 1.1 Dimensions: The traffic facing surface shall not exceed 30” Horizontal and 36” Vertical (MUTCD speed limit dimensions for multi-lane road) **(28”H x 28”V)**

X 1.2 Character Display: The display shall be capable of displaying 2 15” high characters

X 1.3 Message Display: The display shall be capable of displaying the message “Slow Down”**(Full Variable Messaging)**

X 1.3 Weight: Shall be less than 40lbs

N/A 1.4 Finish: The inside of the display enclosure shall be painted black to facilitate heat dissipation.

N/A 1.5 Glazing: If the display modules are not weatherproof, they shall be protected by a watertight sheet of non-yellowing UV-protected acrylic or polycarbonate.

X 1.6 General: The unit shall meet the requirements of the MUTCD.

Item # 2 DATA SYSTEM

X 2.1 Display: The unit shall be able to accurately display the speed of approaching vehicles.

X 2.2 Alert: The unit shall have a method of informing the driver they are exceeding the set speed limit. (flashing, written message, etc.)

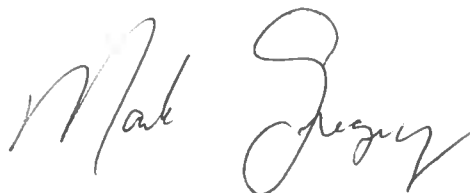
X 2.3 Logging: The speed and time of all approaching vehicles shall be logged and stored in an easily accessible format.

X 2.4 Stealth: The sign shall be capable of logging vehicles at all speeds without activating the display

X 2.5 Data Collection: The data shall be accessible by an external device. Data collection software will be supplied with the sign which will provide for data collection, report generation with tabular and graphical presentation, local data storage, and data dissemination.

X 2.5 Data Collection: The data shall be accessible by an external device. Data collection software will be supplied with

D.I Cellular Antenna: Standard Equipment for each unit for ease of future upgrade if desired.



4/27/18

Item # 3 POWER SYSTEM

N/A__3.1 Power System: The sign shall be powered by batteries that can be fully recharged within one hour by 120 volt AC power. **(8hr Trickle Charge)**

X__3.2 Batteries: The number and amp hour rating of batteries shall be sufficient to operate the speed sign for 168 hours, at maximum brightness, continuously with no recharging and no solar assist. This load shall include all communications and control devices. Low voltage cutoff which may disconnect the batteries, before full discharge, will be included in this requirement. This will be confirmed with field measurements of actual current draw.

X__3.3 Power control circuitry: The power control circuitry shall protect the batteries from overcharging by the 120-volt and solar chargers. It shall also protect the all components from damage in the event of a short circuit, overload, or similar problem. It shall disconnect the load from the batteries when further discharging could damage the batteries.

X__3.4 Battery Type: Any batteries shall be of a composition that will allow the battery to recharge at low temperatures (below 32°), normally a lead acid base.

N/A__3.5 Solar Power: the solar panels will be capable of charging the batteries off a single hour of sunlight. Any connections between the solar panel and sign will be of a type that can be connected and disconnected without the use of tools. **(1hr is not reasonable)**

Item # 4 Installation:

X__4.2 A permanent mounting structure may be attached to a pole so as other components (radar detector, display, power system, communications) can easily be installed/ removed by a single person.

X__4.1 All parts of the installation required for operation shall be portable, in that they can be installed / removed by a single average person in under 30 minutes (not including permanent mounting devices). **Banding is not an accepted type of mounting.**

X__4.3 It shall be possible to mount/ remove the portable sections of the sign with minimal unpowered hand tools (screwdriver, wrench)

X__4.4 A method of locking the sign to the post/ mounting structure shall be used so that the sign cannot be removed by unauthorized individuals.

Item # 5 Testing:

X__5.1 The manufacturer shall test the signs, and spare parts. The manufacturer shall develop the test procedures and revise them as necessary to meet the Engineer's approval. Prior to the testing, the manufacturer shall deliver all signs and spare parts to the Department's Fairfield facility, shall conduct all the tests in the test plans, and shall correct any deficiencies found.

X__5.2 When the manufacturer is confident that the sign and parts will pass the test, he shall arrange for the Department's representative's to witness the testing. He shall contact the Engineer at least two weeks in advance of the proposed testing date and shall arrange for testing to begin

at a mutually convenient time. All testing will be done on the same day (or two days, if necessary) at a location picked by the Department. The manufacturer shall provide all materials and equipment needed for testing and shall prepare a written report of the test results.

- X__ 5.3 Sign Testing: The test procedure shall be designed to uncover manufacturing defects and shipping damage of all types. The test shall include a visual inspection of the sign. Among the aspects that must be tested are the following:

All diagnostic routines provided by the manufacturer.

Proper operation of every pixel, including uniform brightness at all brightness levels and proper current consumption.

Proper wiring of the display modules, checked by displaying a 2 digit number
Appropriate display brightness for day and night conditions, and brightness when the sun at its worst condition for the location.

Proper aiming of the display modules.

- X__ 5.4 The test plan shall test every interface, feature, and function of the software, including features present but not required by these specifications. The testing shall demonstrate that the software deals appropriately with communication errors and operator errors. The testing shall confirm that the signs can be monitored and controlled from each of the Department's computers on which software was installed.

- X__ 5.5 Spare Parts Testing: Test the parts by substituting them into a working sign.

Item # 6 Support

- X__ 6.1 Technical Support: Phone numbers provided for technical support must be attended by a person who can answer questions or promptly find the answer to questions. An answering machine or answering service does not constitute technical support. The telephone support required by these specifications shall be provided at least eight hours a day on all work days.

- X__ 6.2 On-Site Support: The manufacturer shall have a representative present when the installation contractor installs the first sign. The representative shall observe the installation, provide additional training to the contractor as required, and ensure that the sign is installed correctly. If the manufacturer's representative is not confident that the contractor can install the remaining signs without assistance, the representative shall immediately notify the Engineer.

- X__ 6.3 Telephone Support during Installation: The manufacturer shall provide telephone support to the installation contractor during installation. This support shall be available until all the signs have been installed.

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6.4 Telephone Support for Operation and Maintenance: The manufacturer shall provide telephone support to the Department's operations and maintenance staff for a period of one year following the acceptance of the signs. **(1-866-915-6449 x 2 FREE for Life of Unit)**

Item # 7 PAIN

7.1 All metal shall be free of rust and mill scale and prepared (beadblasted) for primer and finish paint coat.

7.2 A two (2) part epoxy primer shall be applied to prepared metal surfaces to the minimum thickness of 3-5 mils dry.

7.3 All paint and primer shall be lead free.

Item # 8 WARRANTY

8.1 One year parts and labor, or standard manufactures warranty shall apply whichever is greater. Warranty shall begin on the date unit is actually put into service by MDOT Fleet Services. **(2 Yr. Warranty on all components)**

Item # 9 GENERAL

9.1 Wiring: All wiring shall be inaccessible to vandals. All external wiring shall be enclosed in liquid-tight flexible conduit or flexible non-metallic tubing. All wiring and connections shall be of sufficient size to support all maximum currents continuously with a maximum of 5% percent voltage drop, including an "all pixels ON" display, for at least three (3) hours. All wiring installation shall meet or exceed National Electrical Code Articles 300 and 310 methods and requirements.

9.2 Labeling: All terminals and connections shall be clearly labeled. Labels shall be permanent.

The lowest bidder meeting or most closely meeting specifications will provide one (1) unit for testing at no cost for a thirty (30) day period to determine if specifications are met in the field. If determined to meet specifications, the award will be made to this bidder and the testing unit will be purchased.

If determined to not meet specifications, the vendor will be notified of the specification not meeting the stated requirements, and the unit will be returned to the bidder at the bidder's expense and upon the receipt of a call tag to do so. The next lowest bidder meeting or most closely meeting specifications will be asked to follow the same testing phase procedure. This will be repeated until the Agency's selection has been made.

Appendix D

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

Municipality Political Subdivision and School District
Participation Certification

Master Agreement for Dynamic Speed Feedback Signs

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?

Yes

Yes with conditions as follows:

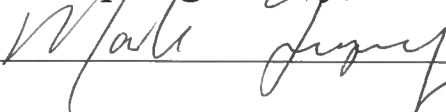
No

Name of Company:

Traffic Logix Corporation _____

Address:

3 Harriet Lane, Spring Valley, New York 10977 _____

Signature:  _____

Date: April 27, 2018 _____



3 Harriet Lane
Spring Valley, New York 10977

April 27, 2018

VSS Bid Offer
State of Maine
Department of Administrative and Financial Services
Bureau of Business Management
Division of Procurement Services
RFQ # 17A18021300000000000437
Master Agreement for Dynamic Speed Feedback Signs

Dear Representative,

Traffic Logix Corporation would like to thank you for the invitation to participate in this bid. Of importance to note is that our signs are both MUTCD, FCC and NEMA compliant with 2 year warranty on all components. We are the only U.S. manufacturer that provides individual, focused self-cleaning directional LED's that auto adjust to light conditions. Software is fully programmable and includes 'stealth' mode to capture unbiased data collection if desired. In accordance with the RFQ Specifications, the following is a quick summary of component list price as compared to Bid Offer presented by Traffic Logix.

<u>Specification</u>	<u>List Price</u>	<u>Bid Offer</u>	<u>Alt. List Price</u>	<u>Alt. Bid Offer</u>
Safespace 650	\$3499.00	*	EV 15 FM	*
Size	28"H x 28"V	*	28"H x 28"V	*
Solar 50W	\$400	*	Solar 50W	*
Data Option	\$400	*	Data + GPS	*
Universal Mount	\$125	*	EV U (\$150)	*
Liq. Tight Conduit	\$300	*	Liq. Tight Conduit	*
Cellular Antenna	\$50	*	Cellular Antenna	*
Display	2 Digit	*	3 /Multi-Color/Full Msg.	*
Remote Access	\$400	*	Remote Access	*
(Unlimited 1yr.)			(Unlimited 1yr.)	
Shipping	\$255	*	Shipping	*
Total:	\$5429.00	\$3599.00	\$3999.00	\$3599.00

Sincerely,

Mark Gregory

Best Regards,

Mark W. Gregory



Sr. Act. Manager – East Coast USA / D.O.T. Projects
Cell: (518) 744-8568 Fax: 844-405-6449 (844-40logix)

Bid Requirements:

Traffic Logix Corporation – 3 Harriet Lane, Spring Valley, New York 10977
Traffic Logix Corporation – is the Manufacture of the products offered in this Bid.

Bid Offer:

- SOFTWARE: Free Sign Software and Upgrades for Life of sign (Windows Based Computer)
- Free Class 1 Bluetooth (Manual)
- DISPLAY: MUTCD Compliant L.E.D.'s, Self-Cleaning, Focused Optics with Individual Lens covers.
4 display settings at any desired speed, Stealth, Flash and Static Display (3-99mph)
- DATA: Full Standard and Custom data reporting: ~2.8 million vehicle storage.
- REPORTING: Direct Print, PDF, Excel / CSV.
- ENCLOSURE: 12 Gauge Aluminum with Aluminum Bash plate.
- FACE PLATE: ¼" Aluminum: Yellow or White (or other upon request).
- High-Intensity prismatic reflective sheeting.
- SECURE: Easy access dual-keyed locked cabinet.
- TECH SUPPORT: Free for life of sign – fully staffed (M-F 9am-5pm EST).
- COMPLIANCE: Buy America, FCC, NEMA (4X-12, IP65 level) and MUTCD Compliant
- WARRANTY: The unit and all appurtenances will be warrantied for at least twenty-four (24) months.