

MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 09/19/18

**Expiration Date:** 09/30/20

**Master Agreement Description:** Portable Traffic Lights

**Buyer Information**

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

**Issuer Information**

Jessica Norton 207-624-8226 ext. Jessica.h.norton@MAINE.GOV

**Requestor Information**

Jessica Norton 207-624-8226 ext. Jessica.h.norton@MAINE.GOV

**Authorized Departments**

17A TRANSPORTATION  
17D MOTOR TRANSPORT

**Vendor Information**

**Vendor Line #: 1**

**Vendor ID**

VC1000069182

**Vendor Name**

NORTHEAST TRAFFIC CONTROL SERVICES INC

**Alias/DBA**

**Vendor Address Information**

PO BOX 946

PLYMOUTH, MA 02362

US

**Vendor Contact Information**

Scott W. Spencer

508-746-4450 ext.

sspencer@nettraffic.net

**Payment Discount Terms**

<b>Discount 1:</b>	2.0000 %	10 Days
<b>Discount 2:</b>	%	0 Days
<b>Discount 3:</b>	%	0 Days
<b>Discount 4:</b>	%	0 Days

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** NORTHEAST TRAFFIC CONTROL SERVICES INC

**Commodity Line #:** 1

**Commodity Code:** 85553

**Commodity Description:** Master Agreement for Portable Traffic Light

**Commodity Specifications:**

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b> 30	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b>	<b>Service End Date</b>
<b>Catalog Name</b> Portable Traffic Light	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b> 09/19/18	<b>Discount End Date</b> 09/30/20

**TERMS & CONDITIONS**  
**MA 180919-034**

**COMMODITY ITEM:** Portable Traffic Lights

**DESCRIPTION:** Horizon SQ2 Portable Traffic Signal Units.

**SERVICE FACILITIES:** 8 Scobee Circle, Plymouth, MA 02360

**CONTRACT PERIOD:** Through September 30, 2019. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions. *First Extension through September 30, 2020*

**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: **Scott W. Spencer** Phone: **508-746-4450**  
Email: [sspencer@nettraffic.net](mailto:sspencer@nettraffic.net)

**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 minimally include the following:  
**Contractor name, address & Contract Number 18P 180919-034, Invoice Date & Number**

**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.

**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 180919\*034

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

### EXTENSION OF ANNUAL CONTRACT

**Commodity Item:** Portable Traffic Lights

**Contractor:** Northeast Traffic Control Services INC

**Contract Period Extended To:** 09/30/20

**New Lower Pricing:** PRICE TO REMAIN THE SAME

**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 180919\*034 through September 30, 2020 with all terms, conditions remaining as shown in the original contract.

**By: (Print Name)** SCOTT W. SPENCER

**By: (Signature)** 

**E-mail Address:** sspencer@nettraffic.net

**Date:** 10/8/2019

**Dollar value the State has spent on this contract from 10/01/18 to present: \$** \_\_\_\_\_

MANUFACTURER NAME	COMMODITY CODE	SUPPLIER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
Horizon	85553	SQ2	Portable Traffic Light	NA	EA	\$69,815.75	30



August 21, 2018  
State of Maine

We do hereby certify that Northeast Traffic Control of Plymouth Massachusetts is an authorized Horizon Signal Distributor with factory trained technicians capable of rendering complete service on all Horizon Signal Technologies equipment. We further certify that Northeast Traffic Control maintains a inventory of all necessary part to repair Horizon Signal equipment at their location in Plymouth Massachusetts.

A handwritten signature in black ink, appearing to read "David Krahulec". The signature is fluid and cursive.

David Krahulec  
President

## Appendix B

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

**DETAILED SPECIFICATIONS**

**RFQ # 17D 180727-023  
Portable Traffic Light – Master Agreement**

**INTENT**

The following minimum specification is intended to describe a Portable Pedestal Mounted Traffic Signal Lighting System. System shall consist of two (2) signal carts per traffic phase with one (1) signal head per cart. Signals shall be mounted in the vertical positions. This system intended to be used in pairs or as a portable stand-alone traffic light station to remove the human flagger from the road as well as to provide clear and positive guidance to the motorist. Unit(s) shall comply with the latest edition of the MUTCD guide. Unit shall be all LED display; self-contained on-board computer, battery operated and wireless remote controls. A unit will consist of four (4) Portable Pedestal Mounted Traffic Signal Lighting Systems and an enclosed trailer for storage and transportation to and from work site and to accommodate charging of the units.

**COMPLETENESS**

The price quoted in any proposal submitted shall include all items of labor, materials, tools, trailer, Portable Pedestal Mounted Traffic Signal, and other costs necessary to fully complete the manufacture and delivery of the equipment pursuant to these specifications.

Any part or detail which makes the Portable Pedestal Mounted Traffic Signal and trailer complete and ready for service shall not be omitted, even though such part or detail is not mentioned in these specifications.

**CONFORMITY**

All parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the Portable Pedestal Mounted Traffic Signal and trailer industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all equipment provided by the manufacturer should be interchangeable. So called "Governmental Specification" machines are not acceptable.



**INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET**

Please complete the checklist for technical specifications set forth below.

**Electronically enter responses directly into the text-enabled fields next to each specification, including actual dimensions when applicable.** Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation.

If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

The award will be made on a best value basis to the vendor that either meets or most closely meets the specifications, while taking price and delivery into consideration.

<b>The following abbreviations must be used:</b>		<b>X</b>	<b>Standard or as specified</b>
		<b>N/A</b>	<b>Not Available</b>
		<b>DI</b>	<b>Dealer Installed</b>
		<b>AE</b>	<b>Approved Equal</b>
	<b>2.0 CART</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>
<b>2.1</b>	Carts shall be equipped with one signal head containing three (3) 12” diameter LED signal lamps (Red, Amber & Green) mounted in a vertical position.	X	
<b>2.2</b>	Signal heads shall be mounted on a retractable vertical upright and equipped with a manual hand crank.	X	
<b>2.3</b>	Each cart shall be equipped with batteries and a slow 110-volt charger in a lockable weather-proof compartment.	X	
<b>2.4</b>	Batteries shall be capable of a minimum of	X	

	five (5) days of continuous operation at 72° degrees without charging.	X		
2.5	Each cart shall be equipped with solid rubber tires and retractable handles to facilitate deployment, relocation, and removal. Each cart shall be painted highway safety orange.	X		
2.6	Each cart shall be clearly identified with the manufacturer, serial number and emergency phone number.	X		
2.7	Each cart shall have an out-rigger package to provide additional stabilization.	X		
2.8	Each cart shall be placed in trailer so carts are pushed out and pulled in the trailer.	X		
	<b>3.0 SIGNAL HEAD</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
3.1	The signal head shall meet the physical display and operational requirements of conventional traffic signals as specified in part IV of the manual on uniform traffic control devices.	X		
3.2	Signal heads shall be cast aluminum and have three (3) 12" inch diameter LED indications, conforming to ITE specifications Vehicle Traffic Control Signal Heads and NEMA standards TS1 and TS2.	X		
3.3	Signal heads shall be equipped with visors which extend beyond the signal head a minimum of the 10" inches.	X		
3.4	Signal heads shall have the ability to accommodate back plates.	X		
3.5	Signal heads shall be mounted to a vertical upright at a minimum height of eight (8') feet measured from the bottom of the green indication to the road surface.	X		

	<b>4.0 OPERATIONAL REQUIREMENTS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
4.1	Each unit shall be equipped with a conflict monitoring system conforming to NEMA standards.	X		
4.2	Each unit shall have the capability of being operated in a fixed time, traffic actuated, or manual control mode.	X		
4.3	Fixed time mode operation option must include the ability to provide a minimum of five (5) automatic signal timing changes within a 24-hour period.	X		
4.4	The operating system shall have the ability to control a minimum of seven (7) traffic phases.	X		
4.5	Each unit shall require programmable green time from 1 second to 999 seconds and red times from 1 second to 999 seconds in one (1) second increments.	X		
4.6	Each unit shall have the ability to facilitate minimum/maximum green time programming in the traffic actuation mode in a manner that will extend the green times in predetermined programmable segments.	X		
4.7	Each unit shall be manual control, and shall not allow the operator to interrupt the programmed all red clearance times in a manner that would create conflict.	X		
4.8	The operating system shall have the capability of facilitating standby modes of red, red flash, and yellow flash.	X		
4.9	The operating system shall have an integrated mechanism capable of recording system malfunction including date and time of system failure.	X		
4.10	Malfunction information shall be available	X		

	in a printable format.	X		
4.11	The operating system shall be equipped with diagnostic capabilities in the event of a system default.	X		
4.12	That system shall have the capability in identifying the default in a manner that will expedite the return to full operational mode.	X		
	<b>5.0 MANUAL CONTROLS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
5.1	The PTS system shall be equipped with wireless manual control.	X		
5.2	The wireless manual control system shall consist of a handheld transmitter/receiver and a control module with transmit and receive capabilities mounted to a signal within the signal setup.	X		
5.3	The PTS system shall be capable of wireless manual control via the handheld transmitter/receiver remote unit.	X		
5.4	One (1) handheld unit shall be capable of controlling up to eight (8) properly equipped pedestal mount portable traffic signals. Signals can be divided into smaller groups to allow for control from separate handheld remotes.	X		
5.5	The handheld remote unit shall be capable of operating at a minimum clear line of sight distance of up to one half (½) mile from the receiver unit.	X		
5.6	The wireless handheld remote unit shall allow the user to request green indications on a chosen phase, followed by a mandatory pre-programmed yellow and red clearance interval to prevent conflict.	X		
5.7	The handheld remote unit shall allow the user to move to the manual handling mode	X		

	and return the system to automatic operation at any time.	X		
5.8	Mode changes shall always honor the pre-programmed yellow and red clearance time to ensure safe operation.	X		
5.9	The handheld unit shall provide confirmation of a successfully received transmission in the form of a vibration of the handheld remote unit which shall only occur upon a successfully received signal transmission.	X		
5.10	The wireless manual control system shall operate in the 900 MHz frequency range.	X		
5.11	The wireless system shall have a minimum of four (4) programmable operating addresses to ensure safe communications systems running in close proximity.	X		
	<b>6.0 ACTUATION</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
6.1	The system shall be available with traffic actuation capabilities.	X		
6.2	Acceptable traffic actuation system shall include microwave motion sensors, video detection, and pavement loops.	X		
6.3	Acceptable system shall have the capability of being operated with both a motion and true presence actuation system.	X		
	<b>7.0 COMMUNICATION</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
7.1	PPTSS systems operated in the fixed time mode may be operated independently free of hardware or radio communication.	X		
7.2	PPTSS operated in this mode must conform to the default requirements.	X		
7.3	PPTSS systems operated in the actuation or	X		

	manual mode shall communicate via hardware connection or wireless radio link communication.	X		
7.4	If the hardware communication is utilized, the communication cable shall be deployed in a manner that will not intrude in the direct work area of the project or obstruct vehicular or pedestrian traffic.	X		
7.5	If the radio link communication option is utilized, a clear line of sight must be maintained between the PPTSS units.	X		
7.6	The radio system shall conform to the applicable Federal Communication Commission requirements and all applicable state and local requirements.	X		
	<b>8.0 DEFAULT</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
8.1	The PPTSS systems shall have the capability of reverting to red, red flash or yellow flash mode upon system default.	X		
8.2	The default setting shall be red flash unless otherwise stated in the project specifications or dictated by the project engineer.	X		
8.3	If specified, the PPTSS shall upon default be equipped to immediately contact a minimum of three (3) responsible individuals via a remote monitoring system.	X		
	<b>9.0 TRANSPORT TRAILER</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
9.1	The units shall include an enclosed transport trailer equipped to facilitate the transportation of the pedestal mount portable traffic signal light system, including 4 carts and the specified components options on the U.S. highway system.	X		
9.2	Trailer size shall be 7 feet x 14 feet.	X		

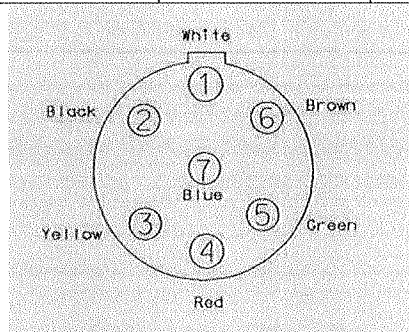
9.3	Overall length shall be a maximum of 19 feet.	X		
9.4	Interior length shall be a minimum of 13 feet, 6 inches.	X		
9.5	Overall interior height shall be a minimum of 7 feet.	X		
9.6	Overall interior width shall be a minimum of 6 feet, 5 inches.	X		
9.7	Platform height shall be a maximum of 19 inches.	X		
9.8	Trailer platform shall come equipped with lockdowns for four (4) units.	X		
9.9	Rear door shall be ramp type with a minimum opening of 72 inches wide x 75 inches high with spring-assist lifting.	X		
9.10	Rear door shall have ramp gap filler and aluminum transition ramp extension that is made with ¾ inch pressure-treated plywood or approved equal.	X		
9.11	Trailer shall have a 36 inch wide x 75 inch high side door. Door shall be on curb side of trailer.	X		
9.12	All doors shall have cam type bar lock and locking hasp.	X		
9.13	Shall be of adequate structural steel, with all necessary reinforcements, made from a minimum of 2 inch x 5 inch tubing or 6 inch I beam.	X		
9.14	The tongue framing shall extend a minimum of four (4) feet into the bottom of the frame of the chassis (i.e. not welded only to the front floor cross member).	X		
9.15	Trailer structural floor supports shall be a minimum of 16 inch on center and	X		

	constructed of 2 inch x 3 inch steel channel.	X		
9.16	Trailer floor shall be a minimum of ¾ inch exterior grade plywood.	X		
9.17	Trailer interior walls shall be a minimum of ¾ inch plywood or (approved equal).	X		
9.18	The roof shall be constructed of one (1) piece of Galvalume or equivalent material.	X		
9.19	Trailer shall be tandem axles.	X		
9.20	Trailer shall have a gross vehicle weight rating of 7,000 lbs.	X		
9.21	Trailer axles shall have a 3,500 lbs. rating.	X		
9.22	The minimum payload capacity 4,450 lbs.	X		
9.23	Trailer axle shall be a leaf spring with 4 inch drop axles with EZ Lube hubs or equivalent.	X		
9.24	Trailer shall come equipped with electric brakes on both axles and breakaway system.	X		
9.25	Trailer tires shall be a minimum size of ST205/75R15 with a load range of C.	X		
9.26	Trailer shall come equipped with a minimum safety chain size of ¾ inch with OHSA equipped safety hooks and spring latches.	X		
9.27	All trailer exterior lighting shall be LED.	X		
9.28	The unit shall come equipped with a 2 5/16" ball with adjustable heights from 18 inches to 25 inches.	X		
9.29	Trailer tongue weight shall not exceed 350 lbs.	X		
9.30	Trailer shall have an adjustable parking jack with a minimum capacity of 2,000 lbs.	X		



9.31	The unit shall come with exterior fenders made from aluminum or be galvanized and coated with electrostatic paint process.	X		
9.32	Trailer shall have two (2) interior dome lights with wall switch by the side door.	X		
9.33	Trailer shall have corrosion preventative compound undercoating.	X		
9.34	Trailer shall have full-size spare tire and wheel.	X		
9.35	The unit shall be a flat nose with a 24 inch aluminum stone guard on the front.	X		
9.36	The unit shall have side flow-thru vents on each side of trailer.	X		
9.37	All exterior trailer wiring to be run in suitable weather-resistant loom or conduit which terminates in a weatherproof junction box on the tongue of the trailer.	X		
9.38	The trailer umbilical which leads to the truck light socket should terminate with a seven <b>(7) prong male plug</b> and the part number is <b>(PHI 15730)</b> . This plug shall have round pins <b>not the flat R.V type</b> and begin at the weather-tight junction box.	X		
9.39	Exterior lighting to include marker lamps, stop and turn signals license plate light and bracket, all lights must be rubber mounted LED. Exterior lights must conform to ICC wiring and have stop/tail lights independent of directional lights (see wiring diagram attached for details).	X		

Circuits	Code #	Marking	Color Code
Ground	1	W	White
Clearance, Side Marker & Identification Lamps	2	BK	Black
Left Turn & Hazard Signal	3	Y	Yellow
Top Lamps & Anti-Lock Devices	4	R	Red
Right Turn Signal & Hazard Signal	5	G	Green
Tail, Rear Clearance Marker, & Plate Lamps	6	BR	Brown
Auxiliary Circuit	7	BL	Blue



**9.40** Tail lights shall have a Class 3 strobe light wired into trailer's marker light circuit at the rear.

X

**9.41** All wire splices shall be either soldered or barrel connected and covered with automotive type shrink tubing (Scotch type wire connections and/or electrical tape are not acceptable in any application).

X

**9.42** Shall come with Electric brakes, required on both axles to include emergency break-away system.

X

**9.43** The trailer shall be wired for ICC, and shall include two (2) tail lights on each side. One

X

	set wired for brake lights and the other set is for turn signal.	X		
	<b>10.0 PAINT</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
10.1	All metal shall be free of rust and mill scaled and prepared (bead blasted) for primer and finish paint coat.	N/A		SEE NOTE 1
10.2	Trailer, signal units and carts must be painted with lead free paint.	X		
10.3	One (1) spray can of touch-up paint.	X		
10.4	Trailer, signal units and carts must be painted with lead-free paint.	X		
	<b>11.0 MANUALS AND SOFTWARE</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
11.1	There shall be two (2) operator's manuals per unit.	X		
11.2	There shall be two (2) shop repair manuals or CDs per unit.	X		
11.3	There shall be two (2) parts manuals or CDs per unit.	X		
11.4	There shall be two (2) signal unit operator's manuals per unit.	X		
11.5	There shall be two (2) signal unit parts manuals or CDs per unit.	X		
11.6	There shall be two (2) signal unit shop repair manuals or CDs per unit.	X		
	<b>12.0 WARRANTY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
12.1	Manufacturer's standard warranty will apply.	X		
12.2	Terms and conditions of warranty must be provided with bid proposal.	X		

12.3	Manufacturer's warranty will start with the in-service date.	X		
	<b>13.0 GENERAL</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
13.1	Upon delivery of unit or units all necessary paperwork such as title, dealer's certificate, and invoices shall accompany unit(s).	X		
13.2	All units shall be tested to minimum NCHRP Test Level 3 crash testing by an accredited independent test facility.	X		
13.3	The test reports shall have been accepted by the FHWA with supporting documentation.	X		
13.4	A copy of the test report shall accompany the bid proposal when submitted.	X		
13.5	Each unit purchased will require a minimum of two (2) hours of training on-site at a location of MaineDOT's choice somewhere within the State.	X		
13.6	Training will be scheduled and coordinated through the region superintendent.	X		
13.7	These specifications are a minimum and bids will be evaluated based on price, warranty, manufacturer's performance data, delivery schedule (delivery schedule may affect the bid award), parts availability and other items deemed appropriate.	X		
13.8	Bidders are required to provide sufficient information with their bid such as manufacturer's brochures, etc. and to certify that they have service facilities staffed with trained service technicians and stocked with repair parts for the equipment which is bid. Failure to provide this information may cause the bid to be rejected.	X		
13.9	Maine DOT reserves the right to reject any and all bids.	X		

13.10	All exceptions and question requests must be asked during the bid period by submitting your request/question through the Question and Answer link on the Solicitation Details View page. Your answer will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted there. Questions and Answers obtained any other way will not be valid for this RFQ.	X		
13.11	Bidders shall supply a detailed specification sheet with their bid proposal(s) to describe exactly what is being offered.	X		
13.12	All bid proposals will include shipping and delivery to: <b>MaineDOT Fleet Services, 66 Industrial Dr., Augusta, ME. 04330</b>	X		
	<b>14.0 SERVICE</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
14.1	Vendors must provide a list of bidder service and warranty center locations.	X		
14.2	Bidders must supply a written explanation describing such things as the locations of the facilities, the times the facilities will be available for use, qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities. (Explain in a written document submitted with the proposal)	X		

NOTE 1 - ALL METAL IS FREE OF RUST AND MILL SCALE  
10.1 AND PREPARED AND FINISHED PAINT COAT VIA  
ACID WASH.

Appendix E

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION  
CERTIFICATION

**RFQ # 17D 180727-023**  
**Portable Traffic Light – Master Agreement**

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: | | Northeast Traffic Control Services, Inc.

Address: | | 8 Scobee Circle, Plymouth, MA 02360

Signature: \_\_\_\_\_  


Date: | | 8/28/18

**RFQ # 17D 180727-023**  
**Portable Traffic Light – Master Agreement**

**CERTIFICATIONS**

**1.0 NONCOLLUSION BIDDING CERTIFICATION**

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

|| 8/28/18  
Dated

|| Scott Spencer  
Printed name of Person Bidding

  
Authorized Signature

||  
Title President

**2.0 EQUIPMENT PERFORMANCE AND WARRANTY DATA**

The information provided on this form will be used in determining operating costs of the equipment. Bidder must complete this form and submitted with bid. Bids received without this information will be considered non-responsive to the bid.

1. **EQUIPMENT:** Horizon SQ2 Portable Traffic Signal Units

2. DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)

Maine DOT to contact local distributor. Parts will be replaced per limited warranty agreement.

3. EQUIPMENT INFORMATION:

YEAR: 2018 EQUIPMENT MAKE: Horizon Signal

EQUIPMENT MODEL: SQ2

4. MANUFACTURER'S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED

Previously submitted

5. BASIC EQUIPMENT WARRANTY DESCRIPTION

Previously submitted

6. NAME/LOCATION OF REPAIR FACILITY(S) (BOTH AUTHORIZED WARRANTY, PARTS & SERVICE PER REQUESTED LOCATION). It is desired that at least one facility is located within 75-mile radius each region headquarters: Scarborough, Augusta, Dixfield, Bangor and Presque Isle.

WARRANTY AND SERVICE FACILITIES Northeast Traffic Control Services, Inc.

ADDRESS 1: 8 Scobee Circle, Plymouth, MA 02360  
ADDRESS 2:  
ADDRESS 3:  
ADDRESS 4:  
ADDRESS 5:

CONTACT NAME: Jeff Vickery TELEPHONE: 508-400-7024

EQUIPMENT PARTS PROVIDER: Horizon Signal through Northeast Traffic Control

ADDRESS: 8 Scobee Circle, Plymouth, MA 02360

CONTACT NAME: Jeff Vickery TELEPHONE: 508-400-7024

Attach written explanation describing the locations of the facilities, the contact name and number at each facility, the times the facilities will be available for use, the qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities.



Bidder certifies that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid.

This form must be reproduced and completed for any additional equipment warranty/facility information.

|| 8/28/18  
Dated

  
Signature

|| Scott Spencer  
Print Name

|| Company Name Northeast Traffic  
Control Services, Inc.

**3.0 SPECIFICATION COMPLIANCE**

The bidder hereby certifies that the equipment(s) being bid in response to this invitation meet or exceed these specifications and that where a deviation from the specifications exists, the bidder has obtained written approval of those exceptions prior to submitting this bid.

If a conflict exists between these specifications and Federal and/or State laws, the Federal and/or State laws shall prevail and the bidder must alert the purchaser to any such conflicts.

|| 8/28/18  
Dated

|| Scott Spencer  
Printed name of Person Bidding

  
Authorized Signature

|| President  
Title

# HORIZON SIGNAL TECHNOLOGIES LIMITED WARRANTY

1. Horizon Signal Technologies (HST), hereinafter referred to as HST, warrants New or Used HST Equipment and accessories to be free from defects in material and workmanship for a period of two years from the date of receipt of goods, subject to the conditions and restrictions contained herein.
2. HST warrants SQ3TS trailers for a period of 10 years from date of manufacturer against defects in workmanship arising from normal use. This 10-year warranty is exclusive to the trailer and does not include any bolt-on or otherwise add-on components or paint.
3. HST further warrants New Service Parts furnished under this warranty to be free from defects in material and workmanship for a period of ninety (90) days from date of shipment, or the remaining time on the HST warranty on the unit to which the Service Part is attached.
4. Exceptions to the general warranty statements above pertain to the following equipment installed at the factory:
  - LED signal indications are warranted for a period of five (5) years from date of manufacture.
  - Signal Controllers are warranted for a period of two (2) years.
  - Battery Chargers are warranted for a period of two (2) years.
  - Batteries and tires are covered by the manufacturer's warranty. All warranty claims should be addressed through the manufacturer as HST does not warrant these items.
  - Hydraulic components are warranted for a period of one (1) year from date of manufacture.
5. This warranty does not apply to a product that has not been installed or maintained in accordance with the manufacturer's instructions, has been subjected to damage in an accident, abused or neglected during operation, repaired or modified by persons other than the manufacturer, its employees or authorized agents, or failed to have normal maintenance.
6. The buyer expressly agrees that the buyer's sole remedy and the manufacturer's sole responsibility, in respect to a warranty claim, is exclusively limited to repair or replacement at the manufacturer's option of product or a portion thereof found by the manufacturer to be defective. The manufacturer is not responsible for labor or other expended charges by buyer including transportation charges and shall not be liable for any incidental or consequential damages connected with repair of a product deemed to be defective or with installation or replacement of repaired product. Further, the manufacturer disclaims any liability for any incidental or consequential damages, including lost or duplicated time or expense accruing for any reason, to the owner or user of any products sold by the manufacturer, whether claim is made in contract or in tort or under any theory of warranty, negligence or otherwise.
7. Subsequent Owners. Horizon Signal warranty covers the retail purchaser and all subsequent owners of the equipment during the specified warranty period. Should you sell this equipment it is therefore important that you complete the warranty registration form (attached above) and deliver the warranty document to the buyer so that the new owner can sign the registration form and forward it to HST Service Department to obtain the remaining warranty benefits, if required.
8. The terms and conditions of the warranty cannot be altered without the written consent of the manufacturer.
9. The HST warranty includes parts and labor costs required to repair or replace equipment at the selling Dealer's business location.
10. The foregoing warranty is exclusive and in lieu of all other express, statutory and implied warranties, including those of merchantability and fitness for any particular purpose. There are no warranties, which extend beyond the language in the previous nine (9) paragraphs.

# 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.