

MA 18P 18061100000000000149
MODIFICATION

State of Maine



Master Agreement

Effective Date: 06/27/18

Expiration Date: 07/31/21

Master Agreement Description: Dynamic Speed Feedback Signs

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 for second of three possible extensions at a lower price

Authorized Departments

17A TRANSPORTATION

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000009550

Vendor Name

Traffic Logix

Alias/DBA

Traffic Logix

Vendor Address Information

3 HARRIET LANE

SPRING VALLEY, NY 10977

US

Vendor Contact Information

MARK GREGORY
518-744-8568 ext.
MGREGORY@TRAFFICLOGIX.COM

Commodity Information

Vendor Line #: 1
Vendor Name: Traffic Logix
Commodity Line #: 1
Commodity Code: 80160
Commodity Description: Dynamic Speed Feedback Signs
Commodity Specifications:
Commodity Extended Description:

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Taffic Logix Msg Sign	0.0000 %	
	Discount Start Date	Discount End Date
	06/27/18	07/31/21

Please see authorized signatures displayed on the next page

The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

—DocuSigned by:

Jaime C. Schorr

8/6/2020

6D6437754DD0459

Signature

Date _____

Jaime C. Schorr, Chief Procurement Officer

and

Traffic Logix

—DocuSigned by:

Mark W. Gregory

8/10/2020

—FAA237E6DBEC42B...

Signature

Date _____

Mark W. Gregory, Sr. Regional Sales Manager

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 180611*149

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

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Dynamic Speed Feedback Signs

Contractor: Traffic Logix

Mater Agreement Competitive Bid RFQ: 17A 180213-437

Contract Period Extended To: 07/31/21

Extended Contract Pricing: Extend at lower pricing

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 180611*149 through July 31, 2021 with all terms, conditions remaining as shown in the original contract.

Dollar value the vendor has recorded that State of Maine has spent on this contract from 08/01/19 to present:

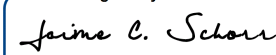
\$ 7498.00

Agreement to extend Master Agreement 18P – 1806110000000000149 authorized by:

State of Maine – Department of Administrative and Financial Services

8/6/2020

DocuSigned by:



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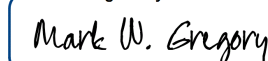
Jaime C. Schorr, Chief Procurement Officer

And

Traffic Logix

8/10/2020

DocuSigned by:



FAA337E68DBEC42B...

Mark W. Gregory, Sr. Regional Sales Manager

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications
MA 180611-149

Commodity: Dynamic Speed Feedback Signs

Master Agreement Competitive Bid RFQ: 17A 180213-0437

Contract Period: Through July 31, 2018 The State of Maine with vendor approval can opt to issue up to three (3) one (1) year extensions. ***Second Extension through July 31, 2021***

Vendor Contact Person: The vendor 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 the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: Mark Gregory **Tel:** 518-744-8568 **Email:** MGREGORY@TRAFFICLOGIX.COM

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

Shipping Points: The Contractor shall deliver the materials to the MaineDOT Sign Shop at 66 Industrial Drive in Augusta, ME.

Shipping Notification: The Contractor shall notify MaineDOT, Stephen Landry, 207-557-0347, Stephen.landry@maine.gov a minimum of one week prior to delivery for delivery coordination. Alternative contacts: Robert Rooney, 207-287-2846, robert.rooney@maine.gov .

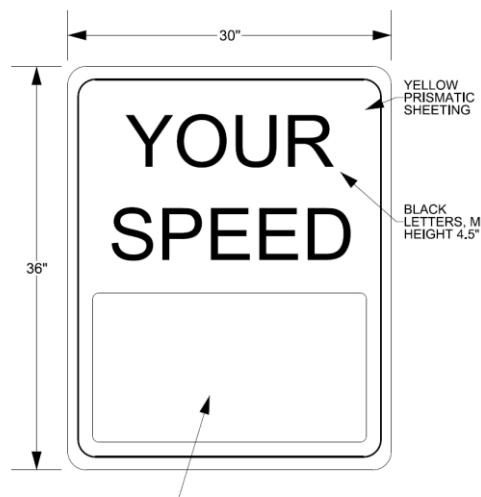
Delivery: The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice. The Contractor shall deliver the materials only during the following times: Monday through Friday, 7:00 AM through 3:30 PM except for deliveries may not be made on holidays, or government closure days. The Department will not off-load the materials at the delivery site.

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. No such payment will be made if, in the judgment of the Department, the Materials are not in accordance with the provisions of the Contract.

Specifications



15" Character Display

Description

The intent of this specification is to describe a portable, post mounted, Radar Speed Sign and the associated requirements of supplying a number of these signs to the State of Maine (State) Department of Transportation.

These signs may be installed in stationary locations at any location in the State or moved around as necessary. These are used year-round at unattended locations and must be completely suitable for operation in (sun, rain and snow) in temperatures ranges of -20 degrees Fahrenheit to 120 degrees Fahrenheit without any maintenance. In addition to the technical specifications, this document details vendor supplied documentation, equipment, and responsibilities for each order.

The sign shall consist of a radar, display board, power system, and a controller assembly, all mounted in a portable case able to be deployed by a single person. The Dynamic Speed Feedback Signs shall meet the material specification section of this appendix.

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.)

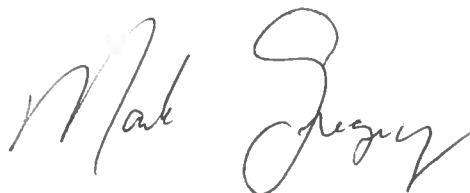
X 2.3 Logging: The speed and time of all approaching vehicles shall be logged and stored in an easily accessible format.

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.



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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

Mark Jones 4/27/18

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.

Mark J. [Signature]
4/27/18

X 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 PAINT

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

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

X 7.3 All paint and primer shall be lead free.

Item # 8 WARRANTY

X 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

X 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.

X 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.



SafePace® Evolution 15FM

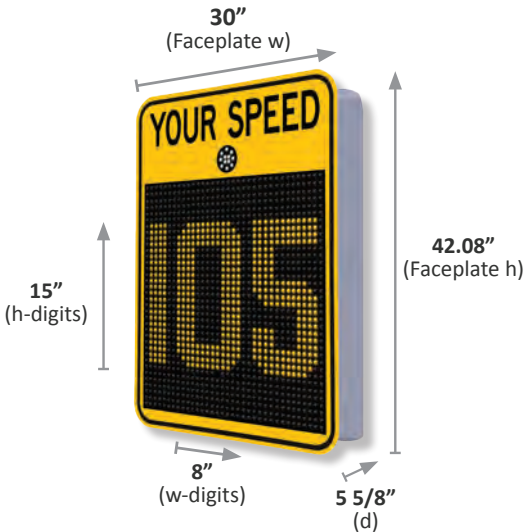
Modern Lightweight Variable Message Sign

The new compact SafePace Evolution 15FM variable message sign offers the flexibility of our full size customizable SafePace signs in a compact, lightweight design. With static Your Speed faceplate text, the dual-color display matrix offers the flexibility to display driver speed, driver-responsive messaging, or graphics of your choice in either red or amber LEDs. Choose the SafePace Evolution 15FM speed display sign for a compact sign with full size impact.



15FM Specifications	
Digit Size	15"
Height	31 5/8 "
Weight	28 lbs
AC, battery or solar power	✓
Traffic data and reports	✓
SafePace Cloud remote access	✓
Beacon system for school zones	✓
Cruiser LT mobile trailer	✓
Moveable sign dolly	✓
Sign hitch	✓

Features
Lightweight , compact design.
Static Your Speed faceplate.
Customizable messaging based on schedules or driving behavior.
Unlimited text and graphic display options.
Energy efficient power options.
Choice of sign color.





SafePace® 650 Variable Messaging Sign

The new Traffic Logix® SafePace® 650 variable messaging sign is a versatile and full featured radar speed solution.

The new compact SafePace® 650 variable messaging sign offers the versatility of a variable message sign in a small, lightweight solution. Display driver speeds in full 15" leds or choose a driver responsive message or graphic of your choice with this full matrix speed display sign. Choose the SafePace 650 for a compact sign with full size impact.



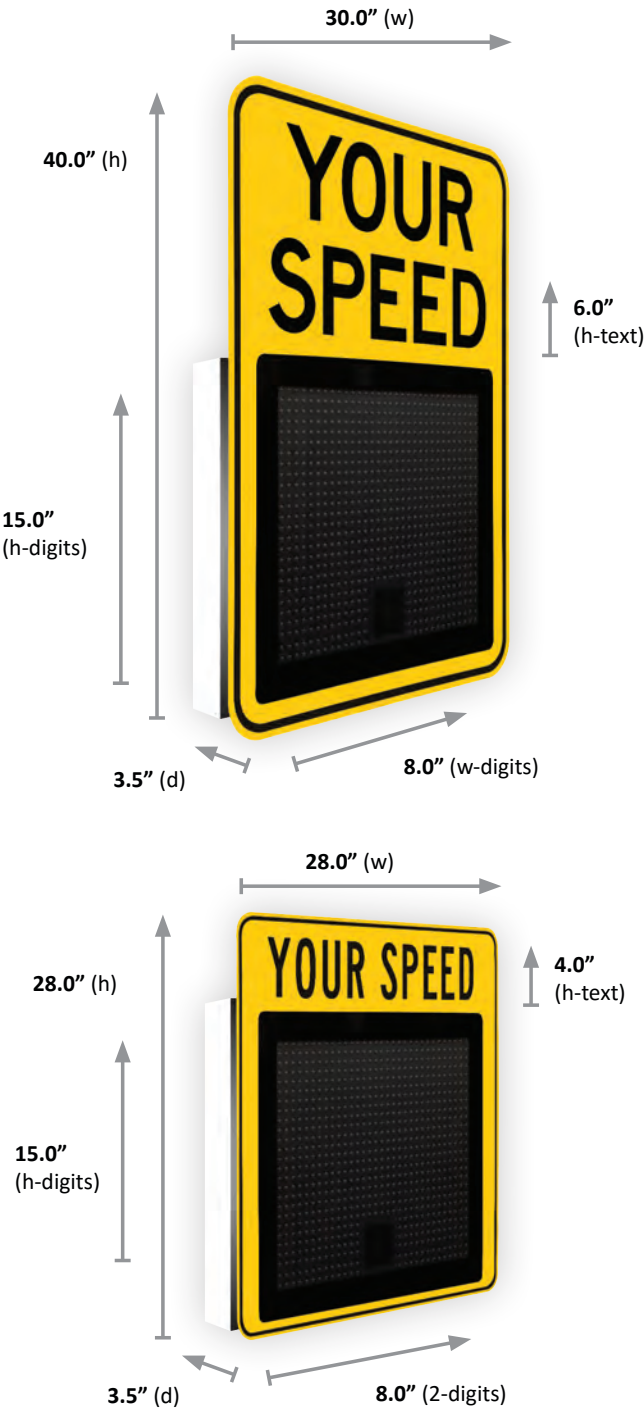
650 Specifications

Digit Size	15"
Weight	30 lbs
24/7, 365 Scheduling	✓
Data Collection	✓
Solar Compatibility	✓
Battery Operated	✓
Universal Mounting	✓
Cloud Compatibility	✓
Trailer Compatibility	✓
Dolly Compatibility	✓
Hitch Compatibility	✓
Warranty	2 Years

Features

Choice of faceplate colors available

- Compact design is 30% smaller than full size SafePace signs without compromising on features or visibility
- Allows for **animated text or graphics** such as moving arrows or a scrolling message
- Unique light enhancing, anti glare lens system provides **brilliant visibility** even in poor lighting
- Includes **integrated flashing speed violator strobe** to alert speeding drivers
- Ultra **low power consumption** including the most power-efficient radar technology available and optional solar power
- High strength aluminum sign face and individual **optical lenses to protect against vandalism or theft**
- Stealth Mode** allows the sign to collect baseline traffic data while speed display appears blank to motorists



Feature	Specifications
Dimensions	
Digits	15"(h) x 8"(w), 744 LEDs
Variable Message Matrix mode	15"(h) x 20.5"(w), 744 LEDs
Text	Full size: Letters 6.0"(h) spell "YOUR SPEED" fixed message, 2 lines Compact size: Letters 4.0" (h) spell "YOUR SPEED" fixed message, 1line
Unit alone	21.5"(h) x 26"(w) x 3.5"(d)
Unit with "YOUR SPEED" sign mounted	Full size: 40.0"(h) x 30.0"(w) x 3.5"(d) Compact size: 28.0"(h) x 28.0"(w) x 3.5"(d)

Feature	Specifications
Sign Weight (unit alone, without "YOUR SPEED" sign)	
AC Powered	18 lbs
4 cell battery powered model	30 lbs
Solar powered model	30 lbs (not including solar panel or bracket)
General Specifications	
Operating Temperatures F (C):	-40° (-40°) to 185° (85°)
Speed Units	Miles per hour (mph) or Kilometers per hour(km/h)
Faceplate	Yellow or white high-Intensity prismatic reflective sheeting on sign face with black colored text. MUTCD approved colors and format.
Bashplate	Aluminum, 0.1875"
Communications	Bluetooth (standard) GSM/GPRS (optional, for use with SafeFace Cloud)
Programming	SafeFace Pro sign management software SafeFace Cloud remote sign management 24/7 365 day unlimited programming and scheduling
Power Options (Electrical Specifications)	
AC power input	100~240 V AC
DC power input	12 V DC
Solar panel options	50W, 90W
Radar	
Internal	Doppler (FCC approved)
Radar RF out	5 mW maximum
Radar f-center	24.125 GHz +/- 25 MHz
Pickup distance	Up to 1,200 feet
Beam	11° x 11°, Linear polarization
Display	
LEDs	796
Digits	744 Amber, 15°, 5 mm, luminous Intensity (5,000 – 12,000 mcd/LED)
Speed Violator Strokes	52 White, 15°, 5 mm , luminous intensity (18,000 – 28,000 mcd/LED)
Optical Lenses	796
Ambient light sensors	2 sensors and automatic brightness control
Enclosure	
Construction	12 gauge aluminum, flat black powder coated front for reduced glare and maximum contrast; light gray powder coated body to minimize heat absorption
Weatherproof Rating	Weatherproof, NEMA 4X-12, IP65 level compliant Non-sealed and ventilated
Warranty	
Sign	2 years
Batteries	1 year

RIDER B
TERMS AND CONDITIONS

- 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 agreement, 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 because 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 PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: TRAFFIC LOGIX CORPORATION		
Chief Executive - Name/Title: LOUIS NEWMAN / OWNER		
Tel: 1-866-915-6449	Fax: 1-844-405-6449	E-mail: mgregory@trafficlogix.com
Headquarters Street Address: 3 HARRIET LANE		
Headquarters City/State/Zip: SPRING VALLEY, NEW YORK 10977		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: MARK GREGORY – Sr. Regional Manager		
Tel: 1-518-744-8568	Fax: 1-844-405-6449	E-mail: mgregory@trafficlogix.com
Street Address: SAME		
City/State/Zip: SAME		

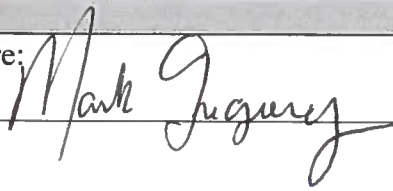
Are you a Maine Business as defined in this RFQ under RFQ Requirements, Section 6. Quotation Evaluation and Selection?

☐ Yes

☒ No

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: MARK GREGORY	Title: SR. REGIONAL MANAGER
Authorized Signature: 	Date: APRIL 27, 2018

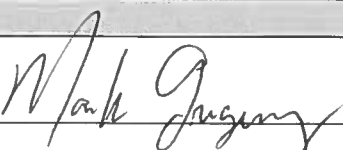
Debarment, Performance, and Non-Collusion Certification

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: MARK GREGORY	Title: SR. REGIONAL MANAGER
Authorized Signature: 	Date: APRIL 27, 2018

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_____

SUPPLIER PART NUMBER	SUPPLIER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
Safespace 650	Traffic Logix	Message Sign, Modern Lightweight, Variable 650	15 Inch Digit, 30 LBS	EA	\$3,499.00	7
EV15FM	Traffic Logix	Message Sign, Modern Lightweight, Variable EV15FM	15 inch Digit, 31 5/8 H, 28 LBS	EA	\$3,499.00	7