

MA 18P 20082800000000000021
MODIFICATION

State of Maine



Master Agreement

Effective Date: 08/28/20

Expiration Date: 08/31/23

Master Agreement Description: Portable Traffic Signal System

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

Agreement Reporting Categories

Reason For Modification: Utilize final one-year extension at current pricing

Authorized Departments

17D MOTOR TRANSPORT

Vendor Information

Vendor Line #: 1

Vendor ID

VC0000212829

Vendor Name

COASTAL TRAFFIC INC

Alias/DBA

Vendor Address Information

26 BRICKYARD COURT UNIT 1

YORK, ME 03909

US

Vendor Contact Information
TERRI M. MILLER
207-351-8673 ext.
TERRI@COASTALTRAFFINC.COM

Commodity Information

Vendor Line #: 1
Vendor Name: COASTAL TRAFFIC INC
Commodity Line #: 1
Commodity Code: 07300
Commodity Description: Portable Traffic Signal System
Commodity Specifications:
Commodity Extended Description: Master Agreement Contract allowing the State of Maine to purchase Portable Traffic Signal System on an as needed basis.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
45		
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Portable Traffic Signal System	0.0000 %	
	Discount Start Date	Discount End Date
	08/28/20	08/31/23

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
 8/15/2022
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

COASTAL TRAFFIC INC

DocuSigned by:
 8/15/2022
E46A063DD75E4E2...

Signature Date

Kyle Miller, Estimator / Project Engineer

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 200828*021

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

EXTENSION OF MASTER AGREEMENT CONTRACT

Commodity Item: Portable Traffic Signal System

Contractor: COASTAL TRAFFIC INC

Mater Agreement Competitive Bid RFQ: 17D 20002-006

Contract Period Extended To: 08/31/23

Extended Contract Pricing: Extend at current price of \$70,169.00

Extension Clause: The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

Dollar value the vendor has recorded that State of Maine has spent on commodities and/or services covered by this contract over the last twelve months: \$ 70,169

Agreement to extend Master Agreement 18P – 20082800000000000021 authorized by:

State of Maine – Department of Administrative and Financial Services

DocuSigned by:



6D6437754DD0459...

Jaime C. Schorr, Chief Procurement Officer

Date 8/15/2022

and

COASTAL TRAFFIC INC

DocuSigned by:



E46A063DD75E4E2...

Kyle Miller, Estimator / Project Engineer

Date 8/15/2022

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"/>	Appendix E, Certifications – Appendix F, MaineDOT Terms and Conditions
<input type="checkbox"/>	

RIDER A
Scope of Work and/or Specifications
MA 200828-021

Commodity: Portable Traffic Signal System

Master Agreement Competitive Bid RFQ: 17D 200702-006

Contract Period: Through August 31, 2021. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions. **Final extension through August 31, 2023.**

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: Paul Fellows **Tel:** 781-696-7039

Email: PFellows@CoastalTrafficInc.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).

Using Departments/Agencies: MaineDOT is the primary using department however all State of Maine Agencies will be permitted to use the resulting Master Agreement Contract.

Delivery Location: All units ordered by MaineDOT will be delivered to Augusta Maine. Orders from other State of Maine Agencies may require delivery be made statewide.

Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

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.

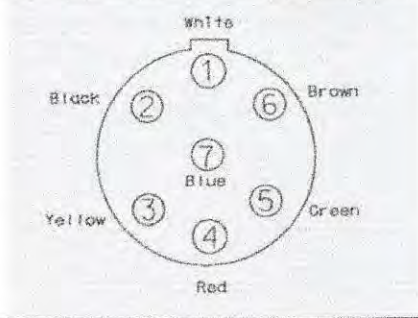
It is understood that all specifications are minimums. Equivalent bid specifications may be considered. To have an "Equivalent Bid Specification" evaluated, the bidder must provide specifications and details for all specifications bid as "Equivalent Bid Specification." Bids missing this information may be rejected.

The following abbreviations must be used:

X	Standard or as specified
N/A	Not Available
DI	Dealer Installed
EQ	Equivalent Bid Specification

	1.0 TRAILER RUNNING GEAR	Abbreviation	Actual Dimension	Notes
1.1	Trailer axle shall be minimum 3,500 lb. Torflex Suspension with EZ Lube spindles or equivalent.	EQ		The ADDCO PTS2000 has a 6,000lb Leaf Spring Heavy Duty Axle
1.2	Tire Size: ST205/75R15 Ply: Load Range C (minimum).	X		
1.3	The tire shall be Bridgestone/Michelin preferred or equivalent bid specification.	X		
1.4	Trailer wheels shall be automotive style with baked on white powder coat paint.	X		
1.5	Trailer shall have a spare tire and wheel the same as on unit.	DI		
1.6	The unit shall come equipped with a 2-5/16" inch ball with adjustable heights from 18" inch to minimum 26" inch.	X		
1.7	Shall have minimum of two (2) 3/8" inch grade 80 safety chains with slip safety hooks with OHSA approved spring loaded safety latches.	X		
1.8	The unit shall come with exterior fenders made from Power coated or be galvanized coated with electrostatic paint process.	X		
	2.0 STRUCTURAL	Abbreviation	Actual Dimension	Notes

2.1	Frame rails shall be 3/16" inch formed and tubular steel frame minimum.	X		
2.2	Mast support post shall be tubular steel.	X		
2.3	Mast shall be combined formed and tubular steel structure.	X		
2.4	Boom shall be tubular steel structure with galvanized extension.	X		
2.5	Fenders shall be weld or bolt on style and have support to prevent vibration and cracking.	X		
2.6	Battery box shall be designed with a positive hold open.	X		
2.7	Control box shall be designed with a positive hold open.	N/A		Not Required, Side Open Door
2.8	Solar panel frames shall be removable and lockable, able to accommodate multiple size panels, designed to overlap for compact shipping.	X		
2.9	Solar panel frame brackets shall include UHMW polyurethane linings for easier deployment if using a sliding design.	X		
3.0 PAINT		Abbreviation	Actual Dimension	Notes
3.1	All metal shall be free of rust and mill scale and prepared (bead blasted) for primer and finish paint coat.	X		
3.2	A two (2) part primer shall be applied to prepared metal surface to the minimum thickness of 3-5 mils dry.	X		
3.3	Paint shall be applied to a thickness of 5-7 mils dry.	X		
3.4	All paint and primers must be lead-free.	X		

3.5	The trailer shall have corrosion preventative compound undercoating.	X																																		
3.6	One (1) spray can of touch-up paint.	X																																		
3.7	Unit paint code required.	X																																		
	4.0 ELECTRICAL	Abbreviation	Actual Dimension	Notes																																
4.1	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/taillights independent of directional lights (see wiring diagram attached for details).	X																																		
<table border="1"> <thead> <tr> <th>Circuits</th><th>Code #</th><th>Marking</th><th>Color Code</th></tr> </thead> <tbody> <tr> <td>Ground</td><td>1</td><td>W</td><td>White</td></tr> <tr> <td>Clearance, Side Marker & Identification Lamps</td><td>2</td><td>BK</td><td>Black</td></tr> <tr> <td>Left Turn & Hazard Signal</td><td>3</td><td>Y</td><td>Yellow</td></tr> <tr> <td>Top Lamps & Anti-Lock Devices</td><td>4</td><td>R</td><td>Red</td></tr> <tr> <td>Right Turn Signal & Hazard Signal</td><td>5</td><td>G</td><td>Green</td></tr> <tr> <td>Tail, Rear Clearance Marker, & Plate Lamps</td><td>6</td><td>BR</td><td>Brown</td></tr> <tr> <td>Auxiliary Circuit</td><td>7</td><td>BL</td><td>Blue</td></tr> </tbody> </table>					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
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4.2	Taillights and marker lights shall <u>not</u> be mounted to the fenders.	X		
4.3	The trailer shall be wired for ICC, and shall include two taillights on each side.	EQ		Single LED Taillight
4.4	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		
4.5	The trailer umbilical which leads to the truck light socket should terminate with a seven (7) prong male plug and the part number is (PHI 15730). This plug shall have round pins not the flat RV type and begin at the weather-tight junction box.	X		
4.6	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		
4.7	All wiring must be protected by wire loom and be weatherproof, soldered connections and heat shrink wrap must be used on all wiring.	X		
4.8	All wiring and hoses shall be mounted, routed and fastened in a professional manner to prevent chafing, rubbing, etc.	X		
4.9	Electric brakes required on both axles, to include emergency break-away system.	X		
5.0 ACCESSORIES		Abbreviation	Actual Dimension	Notes
5.1	Each trailer shall have a removable or lockable self-storing tongue.	X		
5.2	Each trailer shall be equipped with a lifting ring that is integral to the PTS trailer and structurally sufficient to facilitate the lifting and placing of a fully equipped PTS trailer.	X		

5.3	Each trailer shall have four (4) stabilizer jacks with 2½" square pin positioned, telescoping, galvanized drop leg with zinc-plated 6" x 8" steel foot plate. Vertically installed on 84" front to rear dimension and 79" side to side dimension. Lifting ring to facilitate lifting and placing the PTS trailer as required.	X		
	6.0 SIGNAL HEAD	Abbreviation	Actual Dimension	Notes
6.1	The portable traffic sign (PTS) trailer shall be capable of accommodating a vertical upright and a horizontal mast arm. The overhead signal shall provide a minimum clearance of 17 feet, 6 inches measured from the bottom of the signal head to the surface of the road.	X		
	7.0 WIND LOAD	Abbreviation	Actual Dimension	Notes
7.1	The trailer and all mounted equipment shall conform to the wind load requirements (90 mph minimum) as described in AASHTO Standard Specifications for Highway Signs, Luminaries and Traffic Signals 4th edition. Conformance to the AASHTO Standard Specification shall be verified by a reputable independent source. A certificate of compliance endorsed by a Registered Professional Engineer with the supporting Engineering Study shall be made available upon request. No additional ballast shall be used to meet the requirements of the AASHTO Standard Specification.	X		
	8.0 TRANSPORT TRAILER	Abbreviation	Actual Dimension	Notes
8.1	PTS trailers shall be manufactured to accommodate the option of transporting two (2) signal trailers with one (1) vehicle.	X		
8.2	The PTS trailer shall be equipped in such a manner as to provide legal transport on the public highway system. Each signal trailer shall be equipped with four (4)	X		

	stabilizing/leveling jacks, one on each corner of the trailer.			
	9.0 SIGNAL HEADS/DISPLAY	Abbreviation	Actual Dimension	Notes
9.1	The PTS 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 (MUTCD).	X		
9.2	Signal Heads shall have three (3) 12" LED indications, conforming to ITE Specification "Vehicle Traffic Control Signal Heads" and NEMA Standards TS1 and TS2. Signal heads shall be equipped with visors which extend beyond the signal head a minimum of 10".	X		
9.3	The signal heads shall have the ability to accommodate back plates and rotate horizontally 180°.	X		
9.4	The overhead signal shall have a minimum clearance height of 17' measured from the bottom of the green indication to the road surface.	X		
9.5	The lower signal head shall be mounted to a vertical upright at a minimum height of 8' measured from the bottom of the green indication to the road surface.	X		
	10.0 POWER	Abbreviation	Actual Dimension	Notes
10.1	Each PTS Trailer shall be equipped with AGM batteries sufficient to operate the signal for a minimum of 30 days at 72° without charging.	X		
10.2	The charging system shall include 440 watts (minimum) of solar collection capability and an onboard battery charger capable of being used with a 120V AC power source.	X		
10.3	The system shall also include an onboard monitoring system capable of regulating and	X		

	providing a visual display of the battery voltage and solar input.			
	11.0 LIFT SYSTEM	Abbreviation	Actual Dimension	Notes
11.1	Each PTS trailer shall be equipped with a hydraulic lift system sufficient to raise and lower the vertical upright and horizontal mast arm to and from the operation position.	X		
11.2	The Lift System shall not utilize cables in any manner to raise or lower the vertical upright and horizontal mast arm.	X		
	12.0 OPERATIONAL	Abbreviation	Actual Dimension	Notes
Each PTS shall be equipped with an operating system having the following capabilities:				
12.1	All PTS trailers shall be equipped with a malfunction management unit (MMU) conforming to NEMA performance standards, a controller capable of operating the PTS system in a fixed time, traffic actuated or manual control mode.	X		
12.2	Fixed time mode operation option shall include the ability to provide a minimum of five (5) automatic signal timing changes within a 24-hour period.	X		
12.3	The operating system shall have the ability to control a minimum of seven (7) traffic phases.	X		
12.4	Programmable green times from 1 second to 999 seconds and red time from 1 second to 999 seconds in 1 second increments shall be required.	X		
12.5	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 as required.	X		

12.6	The operating system shall have the capability of facilitating standby modes of red, red flash and yellow flash mode.	X		
12.7	The operating system shall be capable of facilitating traffic actuation with true presence capability.	X		
12.8	The operating system shall have the capability of interfacing with a remote monitoring system (RMS) capable of reporting signal location, battery voltage/battery history and system default.	X		
12.9	The RMS shall include a password protected website viewable from any computer with internet capability.	X		
12.10	In the event of a system default, the RMS shall provide specific information concerning the cause of the system default (e.g. - red lamp in the upper signal head of signal 1).	X		
12.11	The RMS shall be equipped with a mechanism capable of immediately contacting a minimum of three (3) previously designated individuals via text messaging upon a default.	X		
12.12	The running program operating the PTS shall be available and viewable through the RMS website at all times. The RMS shall maintain a complete history of the operating system in each signal including operating hours and events and the location of the PTS trailer.	X		
12.13	The manual control mode shall not allow the operator to interrupt the preprogrammed all red clearance times in a manner that would create a conflict.	X		
12.14	The system shall have a minimum of two (2) forms of manual operation. One (1) form shall be a wireless handheld remote with a minimum range of one half mile.	X		

12.15	The wireless handheld remote shall be capable of providing the operator with a confirmation when a wireless command has been accepted by the signal controller.	X		
12.16	The confirmation of a wireless command shall be in the form of visual, audible or vibration of the wireless handheld remote.	X		
12.17	The system shall also be equipped with a hardwire module having a 25' (minimum) cable capable of operating the system in manual mode from any signal within the system.	X		
12.18	The operating system shall have an integrated mechanism capable of recording system malfunction, including date and time of system failure.	X		
12.19	This information shall be available in a printable format.	X		
12.20	The operating system shall be capable of accommodating a pre-emption system with optical activation which provides a priority green phase in the direction of appropriately equipped approaching emergency vehicles.	X		
12.21	The operating system shall have the capability to allow the PTS to be connected to and controlled by a standard NEMA controller.	X		
12.22	The operating system shall be equipped with diagnostic capabilities in the event of a system default.	X		
12.23	The system shall have the capability of identifying the default in a manner that will expedite the return to full operational mode.	X		
13.0 ACTUATION		Abbreviation	Actual Dimension	Notes
13.1	The PTS system shall be available with traffic actuation capabilities.	X		

13.2	Acceptable traffic actuation systems shall include vehicle presence sensor that combines a CMOS camera and a video detector in a single unit.	X		
13.3	Acceptable PTS systems shall be the TRIFCAM Wide and have the capability of detecting vehicles over multiple lanes operated with true presence actuation.	EQ		SmartTek Has the capability of detecting traffic over multiple lanes of traffic with true presence actuation
	14.0 COMMUNICATION	Abbreviation	Actual Dimension	Notes
14.1	PTS systems operated in the fixed time mode may be operated independently free of hardwire or radio communication. However the PTS must conform to the default requirements.	X		
14.2	PTS systems operated in the actuation or manual mode shall communicate via hardware connection or wireless radio link communication.	X		
14.3	If the hardwire 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 and pedestrian traffic.	X		
14.4	If the radio link communication option is utilized, clear line of sight must be maintained between PTS units, and the radio system shall conform to the applicable Federal Communication Commission requirements and all applicable state and local requirements.	X		
	15.0 COMPATIBILITY	Abbreviation	Actual Dimension	Notes
15.1	The PTS system shall be compatible with the pedestal mount portable traffic signal system in the Maine Department of Transportation fleet.	X		

15.2	The systems shall have the capability of being operated within the same signal system.	X		
	16.0 DEFAULT	Abbreviation	Actual Dimension	Notes
16.1	PTS systems shall have the capability of reverting to a red, red flash or yellow flash mode upon system default.	X		
16.2	The default setting shall be red flash unless otherwise stated in the project specifications.	X		
16.3	Upon default, the PTS system shall immediately contact a minimum of three responsible individuals via the RMS as described in the Operational Requirements section of this specification.	X		
	17.0 VANDALISM PROTECTION	Abbreviation	Actual Dimension	Notes
17.1	Shall be supplied with a vandal-proof battery box compartments.	X		
17.2	Locking panel for compartment(s) are acceptable.	X		
	18.0 WARRANTY	Abbreviation	Actual Dimension	Notes
18.1	Manufacturer's standard warranty will apply.	X		
18.2	Terms and conditions of warranty must be provided with bid proposal (Warranty must be clearly defined and all components covered must be clearly listed and identified).	X		
18.3	Manufacturer's warranty will start with MaineDOT in-service date.	X		
18.4	In-Service Date: Warranty on Portable Traffic Signal (not placed in service immediately because of time lag due to installation of components, special equipment, seasonal usage or other delays)	X		

	shall be warranted from the date the vehicle is the actual placed in service. MaineDOT Fleet Services Augusta shall notify the vendor in writing of "in service" date.			
18.5	During the term of the manufacturer's warranty, MaineDOT Fleet Services reserves the right to perform any and all warranty "in house" to meet operational needs or demand with the exception of Portable Traffic Signal and axle rebuild or repair unless pre-authorization by vendor. Fleet Services will recover all parts and labor cost as allowed by manufacturer's flat rate manual. O.E.M parts may be supplied at no cost by the manufacturer, dealer or may be purchased by Fleet Services on the open market to meet operational demand. Any and all defective parts will be returned to the manufacturer or dealer upon request.	X		
18.6	Vendor shall be 100% responsible for all repair costs to include parts, labor during the warranty period.	X		
	19.0 MANUALS & SOFTWARE	Abbreviation	Actual Dimension	Notes
19.1	Two (2) complete operator's manuals per unit shall be supplied (CD's are acceptable).	X		
19.2	Two (2) complete Shop repair manuals per unit shall be supplied (CD's are acceptable).	X		
19.3	Two (2) complete parts manuals per unit shall be supplied (CD's are acceptable).	X		
	20.0 TRAINING	Abbreviation	Actual Dimension	Notes
20.1	Training for Operation and Maintenance personnel to be provided by the Portable Traffic Signal manufacturer, shall include a minimum of 4 hours of training to take place within State of Maine DOT Regions. This training may be videotaped by MaineDOT for future use by MaineDOT trainers.	X		

20.2	Any and all training must be performed by a factory certified trainer and not by sales personnel.	X		
20.3	All manufacturer training programs being offered, shall be defined in detail, include a written proposal of what those programs will entail and shall be submitted with bid packet.	X		
	21.0 GENERAL	Abbreviation	Actual Dimension	Notes
21.1	All pinch points and danger areas shall be clearly marked.	X		
21.2	Successful bidder shall provide Portable Traffic Signal line sheets.	X		
21.3	Equipment shall be fully inspected, serviced, fully assembled, and ready to work upon delivery.	X		
21.4	Be it known that these specifications are a minimum and that bids will be evaluated on based on price, warranty, manufacturer's performance data, delivery schedule, parts availability and other items deemed appropriate.	X		
21.5	12.5 Bidders to supply a detailed specification sheet with their bid proposals listing exactly what is being offered (not a reference to a web site) and to certify that they have service facilities in Maine, 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. MaineDOT reserves the right to reject any and all bids.	X		
21.6	All hardware installed shall not obstruct any lubrication points.	X		
21.7	All hardware installed shall not obstruct or interfere with any Portable Traffic Signal component or system.	X		

21.8	All safety, warning and instructional decals must be properly displayed and appropriate for application.	X		
21.9	Maine DOT Fleet Services reserves the right to pre-inspect the portable traffic signal before delivery.	X		
21.10	Exceptions to specifications shall be listed on a separate paper and noted as exceptions and submitted with bid proposal. If exceptions are not listed as such it shall be considered that the vendor will comply with all specifications as listed.	X		
21.11	Equipment offered must comply with applicable Federal and State of Maine laws.	X		
21.12	Upon delivery of unit(s), all necessary paper work such as Certificate of Origin, dealer's certificate and invoices shall accompany unit(s).	X		
21.13	All bid proposals will include shipping and delivery to: Maine Department of Transportation Fleet Services, 66 Industrial Dr., Augusta, ME 04330.	X		
	22.0 SERVICE	Abbreviation	Actual Dimension	Notes
22.1	Maine DOT's objective is to have the vendor provide warranty and service at facilities that are as close as possible to localities where the Portable Traffic Signal will be used. To that end, Maine DOT desires that the vendors will have warranty and service facilities located within 75 miles of each division headquarters, Scarborough, Augusta, Dixfield, Bangor and Caribou.	X		
22.2	Vendors must provide a list of bidder service center locations.	X		
22.3	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	X		



ADDSCO PTS-2000™ NEMA TS 5-TR-1 Portable Traffic Signal

RAPID DEPLOYMENT DESIGN – NARROW FOOTPRINT

The ADDSCO PTS-2000 features an electric mast that can be raised into position with the flip of a switch. The standard **Galaxy® Controller** is capable of driving a single temporary signal or an entire network. Users can program and store everything from simple flagger functions to complex 16 phase intersections. The controller features wireless programming and operation; monitors and manages power consumption; and stores a library of programs for the complete range traffic control scenarios.

Each trailer features a bank of batteries with solar recharging, two signal heads, an integrated radio and a scaling redundant conflict monitoring system.

SPECIFICATIONS

- Deployed Height (pavement to bottom of upper signal head): 17'6"
- Deployed Height (pavement to bottom of lower signal head): 9'7"
- Transport Height (pavement to highest point on trailer): 8' 5"
- Width (at widest point): 7' 0"
- Length (tongue extended): 16'6"
- Length (tongue stowed): 12'5"
- Length (tandem tow configuration): 28'8"
- Distance (lateral spacing between signal heads): 10'7"
- Distance (between edge of trailer and upper signal head): 9'7"
- Distance (between pavement and top of upper signal head): 21'4"
- Gross Weight: 3,040 lbs



"Lightning Series" Analog/Digital Camera with OMT

- **Higher Performance** Than Traditional VIVDS Cameras
 - **OMT** Provides Thermal Camera Like Performance
 - **BNC Less Connector Option:** 15 Seconds to Install
 - **Advanced Surge Protection**
 - 20x Digital Zoom
 - "Never Clean" Lens
 - Rated to 140 mph
 - Superior Performance and Reliability
 - Keeps semiconductors 50F cooler
 - ISO9001:2000 Certification
 - Exceeds NEMA TS2 Cabinet Specifications
 - 3 Year Warranty
 - Lowest Power: 1.4 W
 - Lowest Weight: 2 lbs
 - **Interoperable With All Major VIVDS Suppliers**
 - **Total Cost of Ownership: 3x Less Than Traditional Cameras**



Camera With BNC-less Connector

Analog and Digital Outputs Coupled with Optical Mask Technology (OMT)

ITS Plus' multi-patented 7th generation camera combines both analog and HD digital video outputs into a single device. Designed to work with current analog VIVDS detection cards as well as ITS Plus's next generation digital VIVDS cards. It is one camera that does it all.

Optical Mask Technology blocks bright light sources (sun, vehicle hi beams, glare) while producing high contrast "edges" on moving vehicles. Outperforms thermal cameras at every turn. The combination increases vehicle detection performance while improving ease of set up.

A BNC less connector system means cutting installation time in half. The innovative camera architecture virtually eliminates the need for lens cleaning and re-alignment even under the harshest conditions. Connector failure, power supply failure and water leakage are also virtually eliminated.

Upgrade Your VIVDS System Simply by Upgrading Your Camera

The combination of a sharper single lens camera, "never clean" lens cover and OMT improves the performance of any VIVDS system. Designed to be interoperable with all the major VIVDS suppliers an agency can upgrade the performance of their intersection by simply adding the ITS Plus camera. Applications include stop bar/advanced detection, speed, occupancy, vehicle/bicycle counting and adaptive control.



Morning Glare Washing Out FOV

OMT Blocks the Glare From Sky/Sun While Generating "Edges" on the Vehicles



"Lightning Series" Analog/Digital Camera with OMT

<u>Part Number</u>	<u>Description</u>
ITSP-PM120C	ITS Plus, Pole Mount, 120 VAC, Coaxial Communications Warranty: 2 years
ITSP-PM24C	ITS Plus, Pole Mount, 12 - 24 VDC, Coaxial Communications Warranty: 3 years



Top View: Mounted on a U Bracket

Camera Specifications

- Analog or Digital HD 1080p Outputs
- 1/3 inch 2.1 Mega Pixel CMOS
- Optical Mask Technology (OMT)
- Resolution: 1080 lines
- NTSC, RS170A, 1 Vp-p 75 ohm video
- 0.1 Lux Min at Night to Over 10,000 Lux Daytime
- S/N Ratio = 60 dB
- AGC = 12 - 60dB
- Automatic Electronic Shutter 1/30 to 1/30,000 sec
- Power Consumption = 1.4 W
- Operating Temperature: -40C to 74C
- Surge Protection: Over 3,000V
- Meets FCC Part 15, Subpart B
- Effective Pixel: 1,944H, 1,092V
- Zoom: 20x

Micro Video Monitor

<u>Part Number</u>	<u>Description</u>
ITSP-MVM	Hand held battery operated color micro video monitor Weight: 3.5 ounces, Dimensions: 4.4" x 1.7" x 1.3" Warranty: 1 year



ITS Plus Products are Designed and Manufactured in the USA



SmarTek Systems, Inc.
Sensing and Systems Integration Solutions

Telephone: 410-315-9727
sales@smarteksys.com

Appendix A

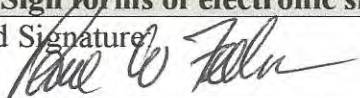
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: <u>COASTAL TRAFFIC INC.</u>		
Chief Executive - Name/Title: <u>TERRI MILLER, PRESIDENT</u>		
Tel: <u>207-351-8673</u>	Fax:	E-mail: <u>terri@coastaltrafficinc.com</u>
Headquarters Street Address: <u>1376 US Rte 1</u>		
Headquarters City/State/Zip: <u>York, ME 03902</u>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <u>PAUL FELLOWS / SR. SALES ENGINEER</u>		
Tel: <u>781-686-7039</u>	Fax:	E-mail: <u>pfellows@coastaltrafficinc.com</u>
Street Address: <u>1376 US Rte 1</u>		
City/State/Zip: <u>York, ME 03902</u>		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- 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;
- 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;
- 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: <u>PAUL W FELLOWS</u>	Title: <u>SR SALES ENGINEER</u>
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.	
Authorized Signature: <u></u>	Date: <u>7/14/2020</u>

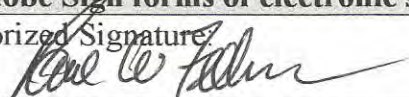
Debarment, Performance, and Non-Collusion Certification

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: <i>PAUL W FELLOWS</i>	Title: <i>SR SALES ENGINEER</i>
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: <i>7/14/2020</i>

Example: If you expect to be able to deliver the unit in **two weeks** you would enter **14**

If you have any details you want us to know about your bid or the item you are bidding write them in the Comments section.

Appendix D

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

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

**RFQ # 17D 200702-006
Portable Traffic Signal System**

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

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

X Yes

Yes, with conditions as follows:

No

Name of Company: Coastal Traffic, Inc.

Address: 1376 U.S. Rte 1, York, Maine 03902

Signature: 

Date: 7-13-2020

Appendix E

RFQ # 17D 200702-006 Portable Traffic Signal System

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.

Dated

Printed name of Person Bidding

Paul W. Fellows



Authorized Signature

SR. SALES ENGINEER

Title

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:** ADDCO PTS2000

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)**

Refer to Page 77 of the ADDCO PTS2000 User Manual

3. **EQUIPMENT INFORMATION:**

YEAR: 2020 EQUIPMENT MAKE: ADDCO

EQUIPMENT MODEL: PTS2000

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

Refer to the ADDCO PTS2000 User Manual

5. **BASIC EQUIPMENT WARRANTY DESCRIPTION**

John Thomas, Inc. guarantees all electrical and mechanical components, other than tires and batteries, for a period of 1 year. Guarantee excludes accidents, misuse and Acts of God.

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

ADDRESS 1: Scarborough - 40 MILES

ADDRESS 2: Augusta - 90 MILES

ADDRESS 3: Dixfield - 111 MILES

ADDRESS 4: Bangor - 172 MILES

ADDRESS 5: Caribou - 342 MILES

CONTACT NAME: Paul Fellows TELEPHONE: CELL: 781-696-7039, OFFICE: 833-607-0761

EQUIPMENT PARTS PROVIDER: Coastal Traffic, Inc.

ADDRESS: 1376 U.S. Rte 1, York, Maine 03902

CONTACT NAME: Paul Fellows TELEPHONE: CELL: 781-696-7039, OFFICE: 833-607-0761

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.

Dated


Signature

Print Name PAUL W. FELLOWS

Company Name Coastal Traffic, 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.

Dated

Printed name of Person Bidding

PAUL W. FELLOWS


Authorized Signature

Title SR SALES ENGINEER

Appendix F

RFQ # 17D 200702-006 Portable Traffic Signal System

MaineDOT TERMS AND CONDITIONS

A. AGREEMENT

The Vendor shall deliver the equipment ordered in accordance with this Agreement and governed by these Terms and Conditions.

B. INDEPENDENT CAPACITY

In providing the equipment under the Agreement, the Vendor shall act independently and not as an agent of the State of Maine.

C. STATUS REPORTS

Prior to the start of work, the Vendor shall furnish MaineDOT with a proposed progress schedule in MaineDOT's standard format. The Vendor will outline the various phases of work that will need to be completed in order to meet the schedule set forth by MaineDOT.

During equipment assembly, the successful bidder shall submit to MaineDOT's Fleet Representative, a Monthly Status Report of accomplishments from the preceding month. The progress report shall be used to keep team members and MaineDOT's Fleet Representative informed about project status and issues. Information will include:

- a. A written statement describing the work accomplished during the period and to date.
- b. An estimate of the percentage of work completed within the specified services.
- c. Any information needed from MaineDOT to complete the project and avoid delays.
- d. The successful bidder's action plan to remedy and address any non-conforming or unacceptable work submitted to Department.
- e. Document anticipated problems and possible solutions.

These progress reports shall be submitted to MaineDOT on a **monthly basis**. Failure to submit could result in non-payment of the invoice, or be considered as a default, and shall be recorded in the Vendor's Performance Evaluation. If work is temporarily delayed, the Vendor may suspend submittal of the monthly progress reports with written approval from MaineDOT. The Vendor shall be responsible for addressing any action that may be required to keep the project on schedule.

MaineDOT shall have a period of 15 business days after receipt of the submissions to complete the review and make any necessary comments. Following the review, the Vendor will make any revisions and corrections requested by MaineDOT.

D. PAYMENT AND OTHER PROVISIONS

MaineDOT anticipates paying the selected Vendor for goods and services received, on the basis of net 30 payment terms following acceptance of the equipment, the receipt of an acceptable title and required documents, and an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains the State of Maine Agreement number, correct pricing information relative to the Agreement, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the Agreement.

MaineDOT reserves the right to pay for the equipment purchased by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Vendors are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

E. WARRANTY

For a period of one (1) year following equipment delivery and acceptance (the “Warranty period”), Vendor unconditionally warrants and guarantees that the equipment shall be free from defects in parts and workmanship. If MaineDOT discovers any defects during the Warranty period, the Vendor’s obligation will be to repair or replace the equipment or refund the purchase price, at MaineDOT’s sole option subject to the following requirements as applicable:

- Replacement will be with new equipment matching the specifications within this Agreement.
- Reimbursement will be for the total purchase price of the equipment including the cost of returning the equipment.
- All Repairs including the cost of transporting the equipment will be borne by the Vendor. All repairs will be warranted free from defects in parts and workmanship for a one year period following the repair.

The Vendor hereby assigns to MaineDOT the right to enforce all manufacturer’s warranties or guarantees on the equipment.

The Vendor agrees that the warranty obligations provided by this Agreement shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

In the event of a breach of Vendor’s warranty obligations, MaineDOT shall notify Vendor in writing of the breach and grant Vendor 30 days to cure the breach. Should Vendor fail to cure the breach, MaineDOT may pursue whatever remedies may be available.

F. DAMAGES

Time is of the essence in the delivery of the equipment specified herein, and in event of delay(s) in the delivery of the equipment beyond the date set forth in the Agreement, or beyond authorized extensions thereof MaineDOT may impose liquidated damages. Because it is difficult to determine the actual amount of the damage by reason of such delay it is therefore agreed that the Vendor will pay the sum of one hundred dollars (\$100.00) per unit for each calendar day(s) delay in delivery as liquidated damages and not as a penalty.

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor or may be recovered by through any lawful means.

G. SET-OFF RIGHTS

MaineDOT shall have all of its common law, equitable and statutory rights of set-off.

H. FORCE MAJEURE

Either party may be excused from performance under this Agreement to the extent the failure to perform is caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, and freight embargos, or other causes beyond the party's reasonable control. In the event of such event of force majeure, the affected party shall provide the other party written notice of the cause of delay within fifteen (15) days from the beginning of any such delay. The time of performance shall be excused to extent of the duration of any such event of force majeure, or such period of time as may be mutually agreed upon by the parties.

I. INDEMNIFICATION

The Vendor shall indemnify and hold harmless MaineDOT and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Vendor, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Vendor shall not be liable for claims arising out of the negligent acts or omissions of MaineDOT, or for actions taken in reasonable reliance on written instructions of MaineDOT.

This indemnification provision shall survive any termination or expiration of the Agreement.

J. DEFAULT, TERMINATION

- i. MaineDOT reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.
- ii. MaineDOT shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from MaineDOT. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable

commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.

- iii. MaineDOT shall have the right to terminate this Agreement immediately upon written notice to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii) proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor' delivery of information technology services, then MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).
- iv. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
- v. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

K. DELIVERY AND ACCEPTANCE

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in the resulting Agreement.

- i. Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- ii. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- iii. The Vendor will contact MaineDOT Fleet Services 24 hrs. prior to delivery with an estimated time of arrival.

- iv. Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- v. When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.
- vi. Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

Acceptance shall occur following final inspection by authorized employees of MaineDOT Fleet Service, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

L. RIGHT TO SUSPEND WORK

MaineDOT has the right to suspend any or all work at any time for any reason as it deems necessary. Consultant may receive payment for the portion of services completed through the date of suspension.

M. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS

Data and publication rights to any documents, produced under the terms of Agreement are the property of MaineDOT. The Vendor shall not copyright the material produced under the terms of the Agreement without written approval of MaineDOT, except to the extent necessary to protect its rights pursuant to the following paragraph.

The Parties to this Agreement mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of MaineDOT.

N. CLAIMS AND DISPUTES

General

To preserve any claim arising out of the Agreement, the Parties shall comply with and exhaust all provisions of this Section. Unless otherwise agreed to in writing, the Vendor shall continue to perform its services during any dispute resolution process. If the Vendor continues to perform, MaineDOT shall continue to make payments in accordance with the Agreement of amounts not in dispute.

Negotiation with MaineDOT's Fleet Representative

The Vendor shall promptly notify MaineDOT's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the

Vendor and MaineDOT's Fleet Representative shall promptly negotiate in good faith to resolve the dispute. MaineDOT's Fleet Representative will promptly issue a decision.

Review by Director

If the Vendor desires a review of MaineDOT's Fleet Representative's decision, then the Vendor shall promptly request in writing that MaineDOT's Director of the applicable Bureau or Office review the Fleet Representative's decision. The Director or its designee(s) shall promptly notify the Vendor in writing of the result of the review.

Dispute Resolution

If the dispute remains unresolved after negotiation and review as set forth above, the Parties may proceed to mediation by selecting a mediator acceptable to both.

If the Parties are unable to resolve the dispute through mediation, either party may seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

O. CONTROLLING LAWS

The Agreement referred to in these Terms and Conditions is governed by the applicable laws of the Federal Government and the State of Maine.

Laws to Be Observed

The Vendor shall comply with all applicable Federal, State and local laws, rules, regulations, orders, and ordinances affecting the work including, without limitation all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. The Vendor shall indemnify MaineDOT and hold MaineDOT harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly by or through the Vendor.

P. ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT

This Agreement sets forth the entire agreement of the parties with regard to the subject herein. This Agreement may not be modified except by a written amendment executed by both parties.

Neither MaineDOT nor the Vendor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written Consent To Assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Agreement.

Q. SEVERABILITY


The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

R. NON-WAIVER

If MaineDOT fails or refuses to enforce any provision in the Agreement that shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Name of Company: COASTAL TRAFFIC INC

Address: 1376 Rte 1, YORK, ME 03902

Signature: 

Date: 7/14/2020