

Anne Brousil
815-288-2343 ext. 102
abrousil@jtitraffic.com

Commodity Information

Vendor Line #: 1

Vendor Name: John Thomas Company

Commodity Line #: 1

Commodity Code: 55088

Commodity Description: Portable Traffic Signal System

Commodity Specifications:

Commodity Extended Description: SQII Portable Traffic Lights with trailer

Quantity 0.00000	UOM	Unit Price 0.000000
Delivery Days 14	Free On Board	
Contract Amount 0.00	Service Start Date	Service End Date
Catalog Name J Thomas Portable Traffic Light	Discount 0.0000 %	
	Discount Start Date 06/14/22	Discount End Date 04/30/24

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:
Jaime C. Schorr 6/10/2022
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

John Thomas Company

DocuSigned by:
Anne Brousil 6/10/2022
8A88C98A80C44E3...

Signature Date

Anne Brousil, CRM / Sales

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 – MA User Information 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 17D 220401-253
<input checked="" type="checkbox"/>	MaineDOT Certifications – Appendix F from RFQ 17D 220401-253
<input checked="" type="checkbox"/>	MaineDOT Terms and Conditions from RFQ 17D 220401-253

RIDER A
Master Agreement User Information and/or Specifications
MA 220526-132

Commodity: SQII Portable Traffic Lights W/V Nose Trailer

The State reserves the right to add other similar items or commodities to the Master Agreement (MA) if it's in the State's best interest but does not obligate the State to purchase similar noncontracted items or commodities from the selected bidder.

MA Competitive Bid RFQ: 17D 220401-253

Contract Period: Through April 30, 2024. The State of Maine with vendor approval can opt to issue up to one (1) two (2) year and one (1) one (1) year extensions.

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 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: Anne Brousil **Tel:** 815-288-2343 X-102 **Email:** abrousil@jtitraffic.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.

Price and Rate Guarantee Period: All quoted prices and rates must be guaranteed for and must remain firm for minimally one year of the initial contract period. Any approved price or rate adjustments must be held firm for minimally one year or the remainder of the contract period. Price adjustment requests must be made by the selected vendor(s) at least sixty (60) days prior to the effective date. Requests for price adjustments must include sufficient documentation from the manufacture supporting the request. The price adjustment will not go into effect until the contract amendment has been fully approved by the State of Maine.

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: The primary using departments of this MA will be Maine DOT however all State of Maine Agencies are permitted to use the MA.

Delivery Location: All units ordered by MaineDOT will be delivered to Augusta Maine. Exact address will be provided to the selected bidder. 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.

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

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 CART	Abbreviation	Actual Dimension	Notes
1.1	Carts shall be equipped with one signal head containing three (3) 12" diameter LED signal lamps (Red, Amber & Green) mounted in a vertical position.	X		
1.2	Signal heads shall be mounted on a retractable vertical upright and equipped with a manual hand crank.	X		
1.3	Each cart shall be equipped with batteries and a slow 110-volt charger in a lockable weather-proof compartment.	X		
1.4	Batteries shall be capable of a minimum of five (5) days of continuous operation at 72° degrees without charging.	X		
1.5	Each cart shall be equipped with solid rubber tires and retractable handles to facilitate deployment, relocation, and removal. Each cart shall be painted highway safety orange.	X		
1.6	Each cart shall be clearly identified with the manufacturer, serial number, and emergency phone number.	X		

1.7	Each cart shall have an out-rigger package to provide additional stabilization.	X		
1.8	Each cart shall be placed in trailer so carts are pushed out and pulled in the trailer.	X		

	2.0 SIGNAL HEAD	Abbreviation	Actual Dimension	Notes
2.1	The signal head shall meet the physical display and operational requirements of conventional traffic signals as specified in part IV of the manual on uniform traffic control devices.	X		
2.2	Signal heads shall be cast aluminum and have three (3) 12 inch diameter LED indications, conforming to ITE specifications Vehicle Traffic Control Signal Heads and NEMA standards TS1 and TS2.	EQ		ITE Polycarbonate OR Aluminum
2.3	Signal heads shall be equipped with visors which extend beyond the signal head a minimum of the 10 inches.	X		
2.4	Signal heads shall have the ability to accommodate back plates.	X		
2.5	Signal heads shall be mounted to a vertical upright at a minimum height of eight (8) feet measured from the bottom of the green indication to the road surface.	X		
	3.0 OPERATIONAL REQUIREMENTS	Abbreviation	Actual Dimension	Notes
3.1	Each unit shall be equipped with a conflict monitoring system conforming to NEMA standards.	X		
3.2	Each unit shall have the capability of being operated in a fixed time, traffic actuated, or manual control mode.	X		
3.3	Fixed time mode operation option must include the ability to provide a minimum of	X		

	five (5) automatic signal timing changes within a 24-hour period.			
3.4	The operating system shall have the ability to control a minimum of seven (7) traffic phases.	X		
3.5	Each unit shall require programmable green time from 1 second to 999 seconds and red times from 1 second to 999 seconds in one (1) second increments.	X		
3.6	Each unit shall have the ability to facilitate minimum/maximum green time programming in the traffic actuation mode in a manner that will extend the green times in predetermined programmable segments.	X		
3.7	Each unit shall be manual control, and shall not allow the operator to interrupt the programmed all red clearance times in a manner that would create conflict.	X		
3.8	The operating system shall have the capability of facilitating standby modes of red, red flash, and yellow flash.	X		
3.9	The operating system shall have an integrated mechanism capable of recording system malfunction including date and time of system failure.	X		
3.10	Malfunction information shall be available in a printable format.	X		
3.11	The operating system shall be equipped with diagnostic capabilities in the event of a system default.	X		
3.12	That system shall have the capability in identifying the default in a manner that will expedite the return to full operational mode.	X		
	4.0 MANUAL CONTROLS	Abbreviation	Actual Dimension	Notes
4.1	The PTS system shall be equipped with wireless manual control.	X		

4.2	The wireless manual control system shall consist of a handheld transmitter/receiver and a control module with transmit and receive capabilities mounted to a signal within the signal setup.	X		
4.3	The PTS system shall be capable of wireless manual control via the handheld transmitter/receiver remote unit.	X		
4.4	One (1) handheld unit shall be capable of controlling up to eight (8) properly equipped pedestal mount portable traffic signals. Signals can be divided into smaller groups to allow for control from separate handheld remotes.	X		
4.5	The handheld remote unit shall be capable of operating at a minimum clear line of sight distance of up to one half (½) mile from the receiver unit.	X		
4.6	The wireless handheld remote unit shall allow the user to request green indications on a chosen phase, followed by a mandatory pre-programmed yellow and red clearance interval to prevent conflict.	X		
4.7	The handheld remote unit shall allow the user to move to the manual handling mode and return the system to automatic operation at any time.	X		
4.8	Mode changes shall always honor the pre-programmed yellow and red clearance time to ensure safe operation.	X		
4.9	The handheld unit shall provide confirmation of a successfully received transmission in the form of a vibration of the handheld remote unit which shall only occur upon a successfully received signal transmission.	X		
4.10	The wireless manual control system shall operate in the 900 MHz frequency range	X		

4.11	The wireless system shall have a minimum of four (4) programmable operating addresses to ensure safe communications systems running in close proximity.	X		
	5.0 ACTUATION	Abbreviation	Actual Dimension	Notes
5.1	The system shall be available with traffic actuation capabilities.	X		
5.2	Acceptable traffic actuation system shall include microwave motion sensors.	X		
5.3	Acceptable system shall have the capability of being operated with both a motion and true presence actuation system.	X		
	6.0 COMMUNICATION	Abbreviation	Actual Dimension	Notes
6.1	PPTSS systems operated in the fixed time mode may be operated independently free of hardware or radio communication.	X		
6.2	PPTSS operated in this mode must conform to the default requirements.	X		
6.3	PPTSS systems operated in the actuation or manual mode shall communicate via hardware connection or wireless radio link communication.	X		
6.4	If the hardware communication is utilized, the communication cable shall be deployed in a manner that will not intrude in the direct work area of the project or obstruct vehicular or pedestrian traffic.	X		
6.5	If the radio link communication option is utilized, a clear line of sight must be maintained between the PPTSS units.	X		
6.6	The radio system shall conform to the applicable Federal Communication Commission requirements and all applicable state and local requirements.	X		

	7.0 DEFAULT	Abbreviation	Actual Dimension	Notes
7.1	The PPTSS systems shall have the capability of reverting to red, red flash or yellow flash mode upon system default.	X		
7.2	The default setting shall be red flash unless otherwise stated in the project specifications or dictated by the project engineer.	X		
7.3	If specified, the PPTSS shall upon default be equipped to immediately contact a minimum of three (3) responsible individuals via a remote monitoring system.	X		
	8.0 TRANSPORT TRAILER	Abbreviation	Actual Dimension	Notes
8.1	The units shall include an enclosed transport trailer equipped to facilitate the transportation of the pedestal mount portable traffic signal light system, including 4 carts and the specified components options on the U.S. highway system.	X		
8.2	Trailer size shall be 7 feet x 14 feet.	X		
8.3	Overall length shall be a maximum of 19 feet.	X		
8.4	Interior length shall be a minimum of 13 feet, 6 inches.	X		
8.5	Overall interior height shall be a minimum of 7 feet.	X		
8.6	Overall interior width shall be a minimum of 6 feet, 5 inches.	X		
8.7	Platform height shall be a maximum of 19 inches.	X		
8.8	Trailer platform shall come equipped with lockdowns for four (4) units.	X		

8.9	Rear door shall be ramp type with a minimum opening of 72 inches wide x 75 inches high with spring-assist lifting.	X		
8.10	Rear door shall have ramp gap filler and aluminum transition ramp extension that is made with ¾ inch pressure-treated plywood or approved equal.	X		
8.11	Trailer shall have a 36 inch wide x 75 inch high side door. Door shall be on curb side of trailer.	X		
8.12	All doors shall have cam type bar lock and locking hasp.	X		
8.13	Shall be of adequate structural steel, with all necessary reinforcements, made from a minimum of 2 inch x 5 inch tubing or 6 inch I beam.	X		
8.14	The tongue framing shall extend a minimum of four (4) feet into the bottom of the frame of the chassis (i.e. not welded only to the front floor cross member). Also, the tongue must extend (4) feet beyond the front of the trailer. (The trailer tongue needs to be (4) feet long)	X	Includes V-front transport trailer with 4 foot Tongue	
8.15	Trailer structural floor supports shall be a minimum of 16 inch on center and constructed of 2 inch x 3 inch steel channel.	X		
8.16	Trailer floor shall be a minimum of ¾ inch exterior grade plywood.	X		
8.17	Trailer interior walls shall be a minimum of ¾ inch plywood or (approved equal).	X		
8.18	The roof shall be constructed of one (1) piece of Galvalume or equivalent material.	X		
8.19	Trailer shall be tandem axles.	X		
8.20	Trailer shall have a gross vehicle weight rating of 7,000 lbs.	X		

8.21	Trailer axles shall have a 3,500 lbs. rating.	X		
8.22	The minimum payload capacity 4,450 lbs.	X		
8.23	Trailer axle shall be a leaf spring with 4 inch drop axles with EZ Lube hubs or equivalent.	X		
8.24	Trailer shall come equipped with electric brakes on both axles and breakaway system.	X		
8.25	Trailer tires shall be a minimum size of ST205/75R15 with a load range of C.	X		
8.26	Trailer shall come equipped with a minimum safety chain size of 3/8 inch with OSHA equipped safety hooks and spring latches.	X		
8.27	All trailer exterior lighting shall be LED.	X		
8.28	The unit shall come equipped with a 2 5/16" ball with adjustable heights from 18 inches to 25 inches.	X		
8.29	Trailer tongue weight shall not exceed 350 lbs.	X		
8.30	Trailer shall have an adjustable parking jack with a minimum capacity of 2,000 lbs.	X		
8.31	The unit shall come with exterior fenders made from aluminum or be galvanized and coated with electrostatic paint process.	X		
8.32	Trailer shall have two (2) interior dome lights with wall switch by the side door.	X		
8.33	Trailer shall have corrosion preventative compound undercoating.	X		
8.34	Trailer shall have full-size spare tire and wheel.	X		

8.35	Trailer shall have full-size spare tire and wheel.	X		
8.36	The unit shall have side flow-thru vents on each side of trailer.	X		
8.37	All exterior trailer wiring to be run in suitable weather-resistant loom or conduit which terminates in a weatherproof junction box on the tongue of the trailer.	X		
8.38	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 R.V type and begin at the weather-tight junction box.	X		
8.39	Exterior lighting to include marker lamps, stop and turn signals license plate light and bracket, all lights must be rubber mounted LED. Exterior lights must conform to ICC wiring and have stop/taillights independent of directional lights (see wiring diagram attached for details).	X		

		Code #	Marking	Color Code
	Ground	1	W	White
	Battery Charge	2	BK	Orange
	Left Turn & Hazard Signal	3	Y	Yellow
	Stop 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

7 Way Round Pin Vehicle Connector

Outside View: Brown (Tail and Running Lights), White (Ground), Orange (Battery Charge), Blue (Auxiliary Circuit), Green (Right Turn & Hazard), Red (Stop Lamps), Yellow (Left Turn & Hazard).

Inside View: White (Ground), Brown (Tail and Running Lights), Blue (Auxiliary Circuit), Green (Right Turn & Hazard), Red (Stop Lamps), Yellow (Left Turn & Hazard), Orange (Battery Charge).

8.40	Taillights shall have a Class 3 strobe light wired into trailer's marker light circuit at the rear.	X		
8.41	All wire splices shall be either soldered or barrel connected and covered with automotive type shrink tubing (Scotch type wire connections and/or electrical tape are not acceptable in any application).	X		

8.42	Shall come with Electric brakes, required on both axles to include emergency break-away system.	X		
8.43	The trailer shall be wired for ICC, and shall include two (2) taillights on each side. One set wired for brake lights and the other set is for turn signal.	X		
	9.0 PAINT	Abbreviation	Actual Dimension	Notes
9.1	All metal shall be free of rust and mill scaled and prepared (bead blasted) for primer and finish paint coat.	X		
9.2	Trailer, signal units and carts must be painted with lead-free paint.	X		
9.3	One (1) spray can of touch-up paint.	X		
	10.0 MANUALS AND SOFTWARE	Abbreviation	Actual Dimension	Notes
10.1	There shall be two (2) operator's manuals per unit.	X		
10.2	There shall be two (2) shop repair manuals or CDs per unit.	X		
10.3	There shall be two (2) parts manuals or CDs per unit.	X		
10.4	There shall be two (2) signal unit operator's manuals per unit.	X		
10.5	There shall be two (2) signal unit parts manuals or CDs per unit.	X		
10.6	There shall be two (2) signal unit shop repair manuals or CDs per unit.	X		
	11.0 WARRANTY	Abbreviation	Actual Dimension	Notes
11.1	Manufacturer's standard warranty will apply.	X		

11.2	Terms and conditions of warranty must be provided with bid proposal, (Warranty must be clearly defined and all components covered shall be clearly listed and identified).	X		
11.3	Manufacturer's warranty will start with the in-service date.	X		
11.4	In-Service Date: Warranty on the Portable Traffic Light (not placed in service immediately because of time lag due to installation of components, special equipment, seasonal usage, or other delays) shall be warranted from the date the units are actually placed in service. MaineDOT Fleet Services Augusta shall notify the vendor in writing of "in-service" date.	X		
11.5	During the term of the manufacturer's warranty Fleet Services reserves the right to perform any and or all warranty "in house" to meet operational needs or demands with the pre-authorization of the vendor. Fleet Services will recover all parts and labor costs as allowed by manufacturer's flat rate manual. O.E.M. parts may be supplied at no cost by the manufacturer, and or dealer, or may be purchased by Fleet Services on the open market to meet operational demands. Any and all defective parts shall be returned to the manufacturer or dealer upon request.	X		
11.6	Vendor shall be 100% responsible for all repair costs to include parts, and labor during the warranty period.	X		
12.0 GENERAL		Abbreviation	Actual Dimension	Notes
12.1	Upon delivery of unit(s) all necessary paperwork such as title, dealer's certificate, and invoices shall accompany unit(s).	X		
12.2	Each unit purchased will require a minimum of two (2) hours of training on-site at a location of MaineDOT's choice somewhere within the State.	X		

12.3	Training will be scheduled and coordinated through the region superintendent.	X		
12.4	Be it known that these specifications are a minimum and that the bid will be evaluated based on price, warranty, manufacturer's performance data, delivery schedule, parts availability, and other items deemed appropriate.	X		
12.5	Bidders shall supply a detailed specification sheet with their 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 being bid on. Failure to provide this information may cause the bid to be rejected. MaineDOT reserves the right to reject any and or all bids.	X		
12.6	MaineDOT reserves the right to reject any and all bids.	X		
12.7	All pinch points and danger areas shall be clearly marked.	X		
12.8	Equipment shall be fully inspected, serviced, fully assembled, and ready to operate upon delivery.	X		
12.9	All hardware installed shall not obstruct any lubrication points. In addition all components and systems shall be easily accessible to the operator.	X		
12.10	All safety, warning, and instructional decals shall be properly displayed and appropriate for the Portable Traffic Light application.	X		
12.11	MaineDOT Fleet Services reserves the right to pre-inspect the equipment before delivery.	X		

12.12	Equipment offered shall comply with all applicable Federal and State of Maine laws.	X		
12.13	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		
12.14	Bidders shall supply a detailed specification sheet with their bid proposal(s) to describe exactly what is being offered.	X		
12.15	All bid proposals will include shipping and delivery to: MaineDOT Fleet Services, 66 Industrial Dr., Augusta, ME. 04330	X		
	13.0 SERVICE REQUIREMENT	Abbreviation	Actual Dimension	Notes
13.1	MaineDOT's objective is to have the vendor provide warranty repairs and service at facilities that are as close as possible to localities where the Portable Traffic Light will be used. To that end, MaineDOT desires that the vendors will have warranty and service facilities located within seventy-five (75) miles of each region headquarters: Scarborough, Augusta, Dixfield, Bangor, and Presque Isle.	X		
13.2	Vendors shall provide a list of bidder service center locations.	X		
13.3	Bidders shall supply a written explanation describing such things as the location of the facilities, the times the facilities will be available for use, qualifications of the staff at the facilities, and how the vendor will provide warranty repairs and service at these service facilities.	X		

Sentinel PTS Transport Trailer

2022 RC Trailers 7x14' Enclosed Cargo RDLX 7X14TA2

- Condition: **New**
- Model Year: **2022**
- Manufacturer: **RC Trailers**
- Model: **RDLX 7X14TA2**
- Color: **Charcoal**
- Width: **7'**
- Length: **14'**
- Interior Height: **7'**
- GVW: **7000 LBS**
- Axle Capacity: **3500 LBS**
- Estimated Empty Weight: **2385 LBS**
- Approximate Hauling Capacity: **4615 LBS**
- Hitch Type: **Bumper**
- Frame Construction Material: **Steel**



THE SENTINEL™

MODEL: WHEELED BASE

The Sentinel Portable Traffic Signal (PTS) with wheeled base offers complete traffic control functionality in a compact, easy to transport system. It consists of a red/yellow/green signal head mounted to a compact wheeled base that is ideal for work zones and applications with limited space. The Sentinel PTS has a self-contained battery power supply with optional solar recharging. It can be easily moved on any surface, including gravel.



MADE IN
USA

EASY TO LOAD, UNLOAD AND MOVE

The Sentinel PTS has a rear push handle and a stowable push/pull handle. It also has an optional curved "tilt" handle that enables workers to tilt the base on two wheels and move it like a dolly.



ADVANCED TRAFFIC CONTROL CAPABILITIES

The Galaxy® Controller provided with the Sentinel Portable Traffic Signal (PTS) is an advanced design signal controller capable of controlling up to 30 signal units on 16 phases. The Sentinel is available with optional traffic sensors, turn arrows, pedestrian crossing signals, camera mounts and other options. Real-time 24/7 remote monitoring is also available.

SENTINEL FEATURES

- » Easy to move and swivel – even on gravel
- » Easy to load, transport and deploy
- » Can tilt and push like a two-wheel dolly
- » Standard bank of 2 batteries
- » Optional additional batteries for extended life
- » Optional solar recharging
- » Easy-to-use Galaxy® Controller
- » Full intersection control capabilities
- » Up to 16 phases
- » Conflict monitoring
- » Optional 24/7 real-time remote monitoring

SPECIFICATIONS

STOWED FOR TRAVEL

- » Overall height 8' 4"
- » Overall length (no solar) 4'
- » Overall length (with solar) 4' 6"
- » Overall width 2' 9"
- » Weight (no solar, two batteries) 420 lbs
- » Weight (with solar and 2 batteries) 573 lbs
- » Weight (with 2 optional batteries) 540 lbs

DEPLOYED (JACKS OUT, MAST UP)

- » Height to bottom of signal head: 8'0" minimum
- » Overall height (deployed w/solar to tip of antenna) 14' 4"
- » Overall width 3' 3"
- » Overall length 5' 5"



Call: 888.447.7263 or visit JTIttraffic.com

RENT OR BUY
THE SENTINEL FROM JTI

**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

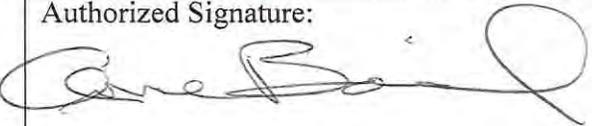
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: John Thomas Company		
Chief Executive - Name/Title: Kole Weaver		
Tel: 815-288-2343	Fax: 888-335-3948	E-mail: kweaver@jtitraffic.com
Headquarters Street Address: 1560 Lovett Drive		
Headquarters City/State/Zip: Dixon, IL 61021		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Anne Brousil CRM/Sales		
Tel: 815-288-2343 x 102	Fax: 888-339-3948	E-mail: abrousil@jtitraffic.com
Street Address: 1560 Lovett Drive		
City/State/Zip: Dixon, IL 61021		

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.

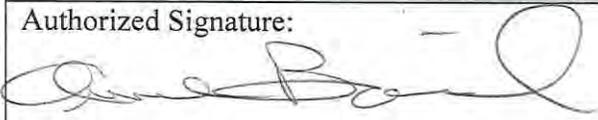
Name: Anne Brousil	Title: Sales/CRM
Authorized Signature: 	Date: 4/14/2022

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: Anne Brousil	Title: Sales/CRM
Authorized Signature: 	Date: 4/14/2022

Appendix F

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

CERTIFICATIONS

**RFQ # 17D 220401-253
SQII Portable Traffic Lights**

1.0 NONCOLLUSION BIDDING CERTIFICATION

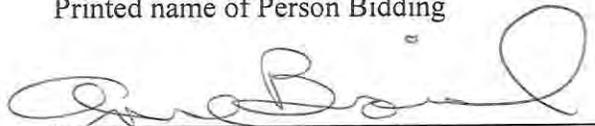
By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

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.

4/14/2022

Dated

Anne Brousil
Printed name of Person Bidding



Authorized Signature

CRM/Sales
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:** Sentinel PTS with Transport Trailer
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)**

Visit our website www.jtitraffic.com and complete a Return Materials Authorization (RMA)

3. **EQUIPMENT INFORMATION:**

YEAR: 2022 EQUIPMENT MAKE: Sentinel

EQUIPMENT MODEL: Sentinel PTS

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

Refer to the Sentinel PTS 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 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

ADDRESS 2: Augusta

ADDRESS 3: Dixfield

ADDRESS 4: Bangor

ADDRESS 5: Presque Isle

CONTACT NAME: Anne Brousil TELEPHONE: 815-288-2343 x 102

EQUIPMENT PARTS PROVIDER: John Thomas, Inc.

ADDRESS: 1560 Lovett Drive, Dixon, IL 61021

CONTACT NAME: Anne Brousil TELEPHONE: 815-288-2343

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



John Thomas Sentinel PTS Service Center

Maine

Coastal Traffic, Inc.

1376 US Rt 1

Cape Neddick, ME 03902

Contact: Kyle Miller

Phone: 207-351-8673

Email: kyle@coastaltrafficinc.com

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.

4/14/2022
Dated



Signature

Anne Brousil
Print Name

John Thomas, Inc.
Company Name



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.

4/14/2022
Dated

Anne Brousil
Printed name of Person Bidding



Authorized Signature

Sales/CRM
Title

Appendix G

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

MaineDOT TERMS AND CONDITIONS

**RFQ # 17D 220401-253
SQII Portable Traffic Lights**

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

- a. 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.
- b. 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.

- c. 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).
- d. 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.
- e. 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.

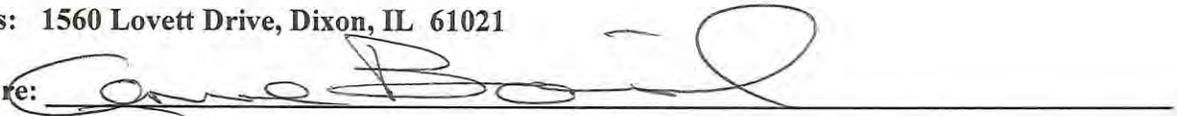
R. NON-WAIVER

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: John Thomas, Inc.

Address: 1560 Lovett Drive, Dixon, IL 61021

Signature:



Date: 4/14/2022