

Jackson Yu
9513000788 ext.

Payment Discount Terms

Discount 1:	0.0000%	30	Days
		0	Days
		0	Days
		0	Days

Commodity Information

Vendor Line #: 1

Vendor Name: Solarmax LED, Inc

Commodity Line #: 1

Commodity Code: 91017

Commodity Description: LED Lighting for Interstate Ramps Holophane
Accuity Brands

Commodity Specifications:

Commodity Extended Description: Autobahn Series LED Roadway Lights, ATB0.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
SMX-81WiE-HV/NV-LL5-NR-4070-T302- n	0.0000 %	
	Discount Start Date	Discount End Date
	01/27/23	12/31/24

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:
David Morris 1/26/2023
2A644AF5681F482...

Signature Date

David Morris, Acting Chief Procurement Officer

and

Solarmax LED, Inc

DocuSigned by:
Jackson Yu 1/26/2023
A26C87F15E9446D...

Signature Date

Jackson Yu, Project Management Director

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
<input type="checkbox"/>	Other – Included at Department's Discretion
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Master Agreement User Information and/or Specifications
MA 230105-089

Commodity: Autobahn Series LED Roadway Lights, ATB0

The State reserves the right to add other similar items or commodities to this 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 vendor.

Master Agreement Competitive Bid RFQ: 17A 221102-099

Contract Period: Through December 31, 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 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: Jackson Yu **Tel:** 951-300-0788 **Email:** jyu@solarmaxtech.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. The vendor recommends ordering by the pallet, 60 lights per pallet.

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: All State of Maine Departments and Agencies may utilize this MA however the primary using departments will be MaineDOT.

Delivery Locations: The vendor must deliver to any State of Maine facility. Most MaineDOT orders will be delivered to Scarborough, Augusta, Dixfield, Bangor and Oakfield. The exact addresses will be provided to the vendor at the time the order is placed.

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.

Delivery and Inspection: The requested items when ordered will be inspected after delivery. If shipment is deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling vendor.

Specifications

Autobahn Series ATB0 Roadway Lighting

ATB0 P204 480 R3 NL NR

TB0 Autobahn LED Roadway

P204 12,176 lumens nominal

480V

R3 Roadway Type III

Color Temp Blank - 4000K CCT, 70 CRI Min.

Paint – Blank – Gray Standard

Surge Protection – Blank – Standard 20kV/10kA SPD

Terminal Block – Blank – Standard

NL Nema Label

No Photocontrol Receptacle

Packaged Single Unit

ATBO Autobahn LED Roadway

P204 12,176 lumen normal

Multi volt 120-277 V

R3 Roadway Type 111

Color Temp Bland- 4000K CCT, 70 crc min

Surge Protection-Blank Standard 20kv/10ka spd

Term block-bland-standard

NL Nema Lable

No photo control receptacle

Package single unit



SMX-LL5

LED ROADWAY LIGHTING



53WiE-105WiE
150W - 250W HPS EQUIV.

SMX-LL5 LED ROADWAY LIGHTING

Project Name:

53 WiE - 105 WiE COBRA HEAD**150W - 250W HPS EQUIVALENT**

Date:

Project Number:

Note:

Features

HPS EQUIVALENT

150W HPS to 250W HPS

CONSTRUCTION

Die cast aluminum housing ASTM A380 (default) & A360 (optional)

Tool-less entry/access

Terminal block for Class 1 connections (6AWG -14AWG)

Bubble level included

2-bolt Slip Fitter mounts to 1-5/8" to 2-3/8" O.D. Arm

ANSI C136.31 3G Vibration compliant

Standard RAL Gray color

Operating Temperature -40°C to +50°C

ANSI C136.41 7-pins rotatable receptacle included

ANSI C136.15 NEMA label included

ELECTRICAL

Input voltage 120-277 VAC & 347-480VAC, 50/60 Hz

20KV/10KA Surge Protection included

0-10V dimmable

IP-66 rated LED driver

Power Factor > 0.9

Total Harmonic Distortion (THD) < 15%

EMC complies with FCC 47 CFR Part 15

LED driver expected life > 100,000 hours @ 25°C ambient

ANSI C136.22 labels included

Optional fuse

FIELD ADJUSTABLE

Optional field wattage/lumen output adjustments

CONTROLS

7-pins receptacle with shorting cap (default)

7-pins receptacle with photocell

7-pins receptacle with Smart control node

Luminaire with No Receptacle

CERTIFICATIONS & COMPLIANCES

UL-1598, suitable for wet location

DLC V5.1 Premium

Dark-Sky approved (CCT 3000K and lower)

ISO 9001

ANSI C136.3, C136.10, C136.13, C136.15, C136.22, C136.25,

C136.31, C136.37, C136.41, C78.377, C82.77

APPLICATION

Local, Collector, Arterial Roadways & Intersections

FINISH

Corrosion Resistant Polyester Powder Coating 3 mil Nominal Thickness

ASTM B117 5,000 Hours Salt Spray Scribe Creepage Rating of 7 per ASTM D1654

ASTM D523 Coating Gloss Retention Compliant

ASTM G154 QUV Compliant

Optional Coastal Finish per AAMA 2604

Standard RAL Gray Color

Optional Black, Dark Bronze, and White Color

OPTICAL

Standard CCT 2700K, 3000K, 4000K, and 5000K

Dark-sky approved CCT 3000K and lower

Optional CCT 2200K and 5700K

No uplight, U = 0 per IESNA TM-15

Color Rendering Index (CRI) > 70

IESNA TYPE II, III, and IV

IP-66 rated LED light module

RoHS compliant LEDs

Photometric performance is tested per IESNA LM-79, LM-63

LED light engine, L₇₀ > 100,000 hours @ 25°C ambient per LM-80/TM-2

8,000 to 16,000 Lumens

145 to 165 Lumens per Watt

Lumen maintenance @ 25°C

Calculated per TM-21 based on LM-80 data and in-situ testing.

Models	60,000 hours	80,000 hours	100,000 hours
53 WiE - 68 WiE	> 96 %	> 96 %	> 94 %
76 WiE - 105 WiE	> 98 %	> 98 %	> 96 %

LIGHT SHIELD

House-side shield

Left-side shield

Right-side shield

Cul-de-sac shield

Street-side shield

WARRANTY

7-year product warranty, standard

10-year product warranty, optional



SMX-LL5 LED ROADWAY LIGHTING

Project Name:

Date:

Project Number:

Note:

53 WiE - 105 WiE COBRA HEAD 150W - 250W HPS EQUIVALENT

Ordering Information

EXAMPLE: SMX-53WIE-HV-LL5-00-3070-T202-P-DB-10-FA

SMX - 81 WiE - HV/NV - LL5 - NR - 4070 - T302 - P - _____ - _____ - _____ - _____

A
B
C
D
E
F
G
H
I

Wattage		Voltage		Control		CCT / CRI		Distribution	
53	53WiE	NV	120-277VAC	00	7-pin Receptacle & Shorting Cap	2270	2200K / CRI 70	T202	Type II B
55	55WiE	HV	347-480VAC			2770	2700K / CRI 70	T212	Type II F
58	58WiE			PH	7-pin Receptacle & Photo Electric	3070	3000K / CRI 70	T302	Type III
62	62WiE					4070	4000K / CRI 70	T402	Type IV
68	68WiE			WC	7-pin Receptacle & Wireless Control	5070	5000K / CRI 70		
76	76WiE					5770	5700K / CRI 70		
81	81WiE			NR	No receptacle	TF	Turtle Friendly 590nm		
88	88WiE								
96	96WiE								
102	102WiE								
105	105WiE								

Mounting		Finish		Warranty		Accessories	
P	Arm Mount, No Bracket	Blank	Gray	Blank	7-Year Limited Warranty	Blank	ANSI C136.15 NEMA Label
		DB	Dark Bronze	10	10-Year Limited Warranty	FA	Field Adjustment
		BK	Black			FS	Fusing
		WH	White			CUL	Customized Utility Label
		X	Customize			P7TL	7-pin Receptacle Toolless type
		CF	Coastal Finish, AAMA 2604				
<i>Additional mounting brackets on PG 6. Order separately.</i>				<i>Additional shield accessories on PG 6. Order separately.</i>			



SMX-LL5 LED ROADWAY LIGHTING

Project Name:

53 WiE - 105 WiE COBRA HEAD

150W - 250W HPS EQUIVALENT

Date:

Project Number:

Note:

Performance Data 110-277VAC NV

Models	CCT	T202				T212				T302				T402			
		Watts	Lumen	Efficacy	BUG												
53WiE	2200K	53W	7479	140	B2U0G2	54W	7409	137	B2U0G2	54W	7539	140	B2U0G2	54W	7113	131	B1U0G2
	2700K	53W	8395	157	B2U0G2	54W	8278	155	B2U0G2	54W	8381	155	B2U0G2	54W	7956	146	B1U0G2
	3000K	53W	8421	158	B2U0G2	54W	8379	156	B2U0G2	54W	8460	157	B2U0G2	54W	8101	149	B1U0G2
	4000K/5000K	53W	8846	166	B2U0G2	54W	8850	165	B2U0G2	53W	8949	168	B2U0G2	54W	8468	156	B1U0G2
55WiE	2200K	55W	7759	140	B2U0G2	56W	7689	136	B2U0G2	56W	7774	140	B2U0G2	55W	7231	131	B1U0G2
	2700K	55W	8538	157	B2U0G2	56W	8610	155	B2U0G2	55W	8564	155	B2U0G2	55W	8110	147	B1U0G2
	3000K	55W	8658	157	B2U0G2	56W	8700	155	B2U0G2	56W	8754	156	B2U0G2	56W	8318	149	B1U0G2
	4000K/5000K	56W	9263	165	B2U0G2	55W	9166	165	B2U0G2	56W	9292	168	B2U0G2	55W	8640	157	B1U0G2
58WiE	2200K	59W	8187	139	B2U0G2	59W	7971	135	B2U0G2	59W	8251	139	B2U0G2	59W	7664	131	B1U0G2
	2700K	59W	9181	156	B2U0G2	58W	8999	154	B2U0G2	59W	9052	155	B2U0G2	59W	8598	147	B1U0G2
	3000K	59W	9215	156	B2U0G2	58W	9049	155	B2U0G2	58W	9110	156	B2U0G2	59W	8735	149	B1U0G2
	4000K/5000K	58W	9585	165	B2U0G2	58W	9647	166	B2U0G2	59W	9814	167	B2U0G2	58W	9129	157	B1U0G2
62WiE	2200K	63W	8683	138	B2U0G2	62W	8468	136	B2U0G2	63W	8606	137	B2U0G2	63W	8151	130	B1U0G2
	2700K	62W	9636	155	B2U0G2	63W	9662	153	B2U0G2	63W	9669	154	B2U0G2	63W	9181	146	B1U0G2
	3000K	63W	9772	155	B2U0G2	63W	9720	154	B2U0G2	63W	9746	156	B2U0G2	63W	9248	148	B1U0G2
	4000K/5000K	62W	10246	165	B2U0G2	62W	10302	165	B2U0G2	62W	10359	167	B2U0G2	60W	9270	154	B1U0G2
68WiE	2200K	70W	9575	137	B2U0G2	70W	9491	135	B2U0G2	69W	9508	137	B2U0G2	69W	8905	130	B1U0G3
	2700K	69W	10562	154	B3U0G3	68W	10399	152	B2U0G2	69W	10436	152	B2U0G2	69W	9883	144	B1U0G3
	3000K	69W	10614	154	B3U0G3	68W	10432	153	B2U0G2	69W	10659	154	B2U0G2	69W	9994	146	B1U0G3
	4000K/5000K	69W	11195	163	B3U0G3	68W	11125	164	B2U0G2	68W	11234	165	B2U0G2	68W	10472	154	B1U0G3
76WiE	2200K	76W	10431	138	B2U0G2	76W	10432	138	B2U0G2	75W	10290	137	B2U0G2	76W	10135	133	B2U0G3
	2700K	76W	11669	153	B3U0G3	76W	11266	148	B2U0G2	76W	11196	148	B2U0G2	76W	11019	145	B2U0G3
	3000K	76W	11738	154	B3U0G3	76W	11507	151	B2U0G2	76W	11419	150	B2U0G2	77W	11271	146	B2U0G3
	4000K/5000K	76W	12326	163	B3U0G3	76W	12385	163	B2U0G2	74W	12197	164	B2U0G2	77W	11840	153	B2U0G3
81WiE	2200K	82W	11185	137	B3U0G3	81W	11069	137	B2U0G2	81W	11083	137	B2U0G2	81W	10745	132	B2U0G3
	2700K	83W	12583	152	B3U0G3	83W	12132	147	B2U0G2	81W	12028	148	B2U0G2	81W	11706	144	B2U0G3
	3000K	82W	12651	154	B3U0G3	82W	12338	151	B2U0G2	81W	12191	150	B2U0G2	82W	11930	145	B2U0G3
	4000K/5000K	82W	13245	161	B3U0G3	81W	13213	163	B2U0G2	81W	13294	164	B3U0G3	82W	12593	154	B2U0G3
88WiE	2200K	88W	11987	136	B3U0G3	88W	11990	136	B2U0G2	88W	11987	136	B3U0G3	88W	11567	131	B2U0G3
	2700K	89W	13479	151	B3U0G3	88W	12904	146	B2U0G2	89W	13130	147	B3U0G3	88W	12626	143	B2U0G3
	3000K	89W	13536	153	B3U0G3	89W	13270	150	B2U0G2	89W	13196	149	B3U0G3	89W	12759	144	B2U0G3
	4000K/5000K	89W	14308	160	B3U0G3	87W	13982	160	B2U0G2	90W	14694	164	B3U0G3	88W	13383	153	B2U0G3
96WiE	2200K	97W	13016	135	B3U0G3	96W	12877	135	B2U0G2	96W	12908	134	B3U0G3	96W	12096	126	B2U0G3
	2700K	96W	14362	150	B3U0G3	96W	13955	145	B3U0G3	96W	14269	149	B3U0G3	96W	13585	141	B2U0G3
	3000K	97W	14754	152	B3U0G3	96W	14351	149	B3U0G3	95W	14351	151	B3U0G3	97W	13785	142	B2U0G3
	4000K/5000K	97W	15389	160	B3U0G3	96W	15362	160	B3U0G3	96W	15658	163	B3U0G3	97W	14626	151	B2U0G3
102WiE	2200K	103W	13540	132	B3U0G3	100W	13412	134	B2U0G2	103W	13705	134	B3U0G3	101W	12776	126	B2U0G3
	2700K	102W	15229	149	B3U0G3	103W	14816	144	B3U0G3	102W	15119	148	B3U0G3	101W	14241	140	B2U0G3
	3000K	102W	15345	151	B3U0G3	102W	15117	148	B3U0G3	102W	15194	150	B3U0G3	103W	14509	141	B2U0G3
	4000K/5000K	102W	16126	159	B3U0G3	102W	16321	159	B3U0G3	103W	16632	162	B3U0G3	103W	15411	150	B2U0G3
105WiE	2200K	106W	14026	132	B3U0G3	106W	14102	133	B2U0G2	105W	13978	134	B3U0G3	105W	13386	127	B2U0G3
	2700K	106W	15801	149	B3U0G3	106W	15226	144	B3U0G3	106W	15630	147	B3U0G3	105W	14713	140	B2U0G3
	3000K	106W	15932	151	B3U0G3	105W	15501	147	B3U0G3	106W	15796	149	B3U0G3	105W	14828	141	B2U0G3
	4000K/5000K	106W	16688	158	B3U0G3	105W	16637	159	B3U0G3	105W	16955	162	B3U0G3	105W	15723	149	B2U0G3



SMX-LL5 LED ROADWAY LIGHTING

Project Name:

53 WIE - 105 WIE COBRA HEAD

150W - 250W HPS EQUIVALENT

Date:

Project Number:

Note:

Performance Data 347-480VAC HV

Models	T202				T212				T302				T402				
	CCT	Watts	Lumen	Efficacy	BUG	Watts	Lumen	Efficacy	BUG	Watts	Lumen	Efficacy	BUG	Watts	Lumen	Efficacy	BUG
53WIE	2700K	53W	8320	156	B2U0G2	54W	8283	154	B2U0G2	53W	8363	157	B2U0G2	53W	7924	150	B1U0G2
	3000K	54W	8445	158	B2U0G2	53W	8318	156	B2U0G2	53W	8402	159	B2U0G2	53W	8013	150	B1U0G2
	4000K/5000K	54W	8916	164	B2U0G2	52W	8760	168	B2U0G2	53W	9011	171	B2U0G2	53W	8389	158	B1U0G2
55WIE	2700K	55W	8531	154	B2U0G2	55W	8569	155	B2U0G2	56W	8689	156	B2U0G2	55W	8200	148	B1U0G2
	3000K	55W	8604	156	B2U0G2	56W	8640	156	B2U0G2	56W	8744	158	B2U0G2	55W	8210	149	B1U0G2
	4000K/5000K	56W	9240	166	B2U0G2	55W	9142	167	B2U0G2	55W	9399	170	B2U0G2	56W	8724	157	B1U0G2
58WIE	2700K	59W	9022	154	B2U0G2	57W	8919	155	B2U0G2	58W	9003	156	B2U0G2	58W	8553	148	B1U0G2
	3000K	59W	9132	155	B2U0G2	58W	8964	154	B2U0G2	58W	9116	158	B2U0G2	58W	8624	149	B1U0G2
	4000K/5000K	58W	9659	166	B2U0G2	58W	9708	167	B2U0G2	59W	9958	170	B2U0G2	58W	9162	158	B1U0G2
62WIE	2700K	62W	9496	153	B2U0G2	63W	9585	153	B2U0G2	62W	9666	155	B2U0G2	63W	9191	147	B1U0G2
	3000K	62W	9649	155	B2U0G2	62W	9610	155	B2U0G2	62W	9794	157	B2U0G2	63W	9273	148	B1U0G2
	4000K/5000K	62W	10234	166	B2U0G2	63W	10346	164	B2U0G2	61W	10237	169	B2U0G2	61W	9276	154	B1U0G2
68WIE	2700K	69W	10523	152	B3U0G3	68W	10396	153	B2U0G2	67W	10480	155	B2U0G2	69W	10039	147	B1U0G3
	3000K	69W	10600	154	B3U0G3	69W	10492	153	B2U0G2	68W	10725	158	B2U0G2	68W	10107	148	B1U0G3
	4000K/5000K	69W	11278	164	B3U0G3	68W	11119	165	B2U0G2	67W	11324	168	B2U0G2	67W	10371	155	B1U0G3
76WIE	2700K	76W	11638	154	B3U0G3	77W	11623	151	B2U0G2	76W	11427	151	B2U0G2	76W	11084	145	B2U0G3
	3000K	76W	11793	155	B3U0G3	76W	11636	153	B2U0G2	76W	11571	152	B2U0G2	77W	11284	146	B2U0G3
	4000K/5000K	76W	12308	163	B3U0G3	77W	12581	164	B2U0G2	74W	12209	166	B2U0G2	77W	11912	155	B2U0G3
81WIE	2700K	81W	12342	153	B3U0G3	81W	12287	152	B2U0G2	81W	12115	149	B2U0G2	81W	11731	145	B2U0G3
	3000K	82W	12633	154	B3U0G3	82W	12419	153	B2U0G2	81W	12197	151	B2U0G2	81W	11767	146	B2U0G3
	4000K/5000K	81W	13245	164	B3U0G3	81W	13212	164	B2U0G2	81W	13518	168	B3U0G3	82W	12593	155	B2U0G3
88WIE	2700K	89W	13504	152	B3U0G3	89W	13395	151	B2U0G2	88W	13038	149	B3U0G3	88W	12636	144	B2U0G3
	3000K	89W	13602	154	B3U0G3	88W	13397	152	B2U0G2	88W	13308	151	B3U0G3	88W	12730	145	B2U0G3
	4000K/5000K	88W	14331	163	B3U0G3	86W	13870	161	B2U0G2	88W	14668	167	B3U0G3	88W	13462	154	B2U0G3
96WIE	2700K	96W	14570	151	B3U0G3	98W	14600	150	B3U0G3	97W	14494	149	B3U0G3	96W	13699	143	B2U0G3
	3000K	96W	14660	152	B3U0G3	97W	14685	152	B3U0G3	97W	14587	151	B3U0G3	96W	13826	143	B2U0G3
	4000K/5000K	96W	15588	162	B3U0G3	95W	15480	163	B3U0G3	96W	15909	165	B3U0G3	96W	14701	153	B2U0G3
102WIE	2700K	102W	15386	151	B3U0G3	102W	15214	149	B3U0G3	103W	15168	148	B3U0G3	102W	14394	142	B2U0G3
	3000K	102W	15564	152	B3U0G3	102W	15349	151	B3U0G3	103W	15435	150	B3U0G3	102W	14532	143	B2U0G3
	4000K/5000K	101W	16359	161	B3U0G3	102W	16606	162	B3U0G3	102W	16871	165	B3U0G3	102W	15409	152	B2U0G3
105WIE	2700K	106W	15903	150	B3U0G3	105W	15572	149	B3U0G3	105W	15513	148	B3U0G3	105W	14793	141	B2U0G3
	3000K	105W	15940	151	B3U0G3	106W	15860	150	B3U0G3	105W	15717	150	B3U0G3	105W	14865	142	B2U0G3
	4000K/5000K	104W	16787	161	B3U0G3	106W	17012	161	B3U0G3	105W	17216	165	B3U0G3	105W	15921	151	B2U0G3



SMX-LL5 LED ROADWAY LIGHTING

Project Name:

Date:

Project Number:

Note:

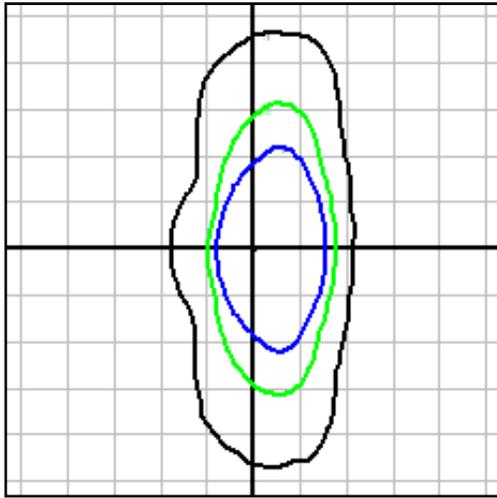
53 WIE - 105 WIE COBRA HEAD

150W - 250W HPS EQUIVALENT

Photometric Plots

TYPE II B - T202

16,000 lumens, CCT 4000K

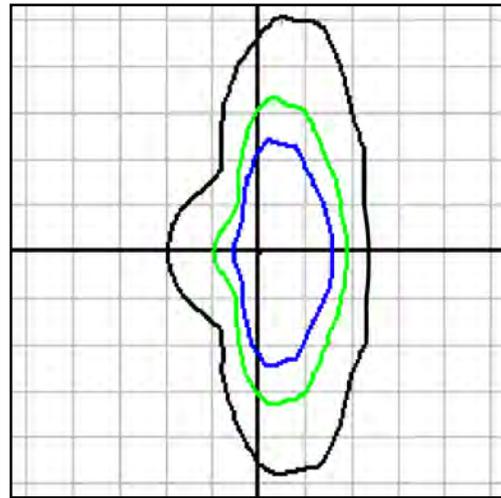


The plot is in units of mounting height of 25'.
 Black 0.1 fc Green 0.5 fc Blue 1 fc

TYPE II F - T212

16,000 lumens, CCT 4000K

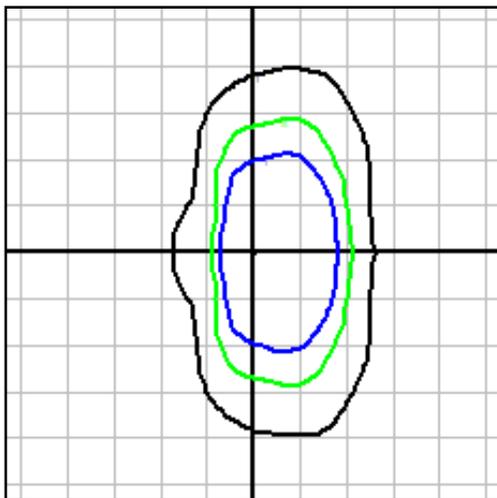
Controlled Backlight



The plot is in units of mounting height of 25'.
 Black 0.1 fc Green 0.5 fc Blue 1 fc

TYPE III - T302

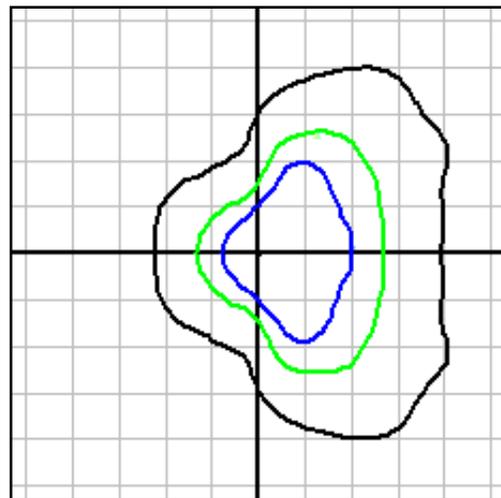
16,000 lumens, CCT 4000K



The plot is in units of mounting height of 25'.
 Black 0.1 fc Green 0.5 fc Blue 1 fc

TYPE IV - T402

16,000 lumens, CCT 4000K



The plot is in units of mounting height of 25'.
 Black 0.1 fc Green 0.5 fc Blue 1 fc



SMX-LL5 LED ROADWAY LIGHTING

Project Name:

Date:

Project Number:

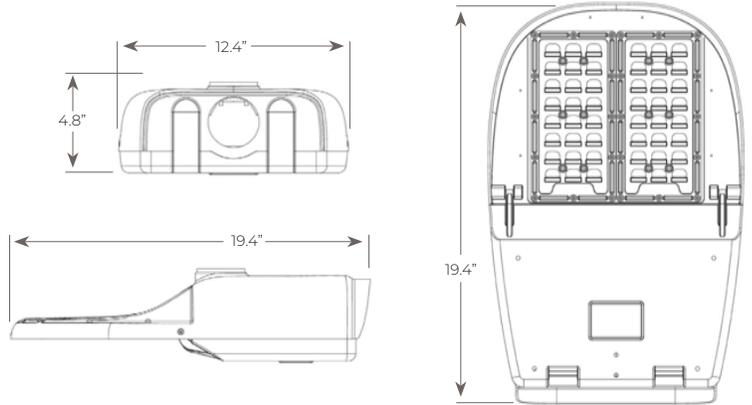
Note:

53 WIE - 105 WIE COBRA HEAD

150W - 250W HPS EQUIVALENT

Product Dimensions

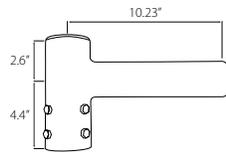
Effective Projected Area (EPA)	0.52 sq. ft.
Luminaire Weight	9 lbs.
Internal Leveling Adjustments	-5°, -2.5°, 0°, +5°, +10°
Mounting	Horizontal Mount Adjustable for 1.25" to 2" Nominal Mounting Pipe



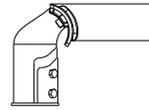
Mounting Bracket Options

ORDERING INFORMATION

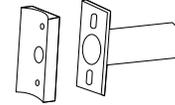
VMSB	Vertical Pole Mount Spoke Bracket Steel, no tilt
VMT	Vertical Pole Mount Fits 2-3/8" OD pole top; Aluminum alloy 0-45° Tilting, 5° Increment, Weight 5 lbs
SAS	Straight Arm for Square poles
SAR	Straight Arm for Round poles
MAS	Mast Arm for Square poles
MAR	Mast Arm for Round poles
AP	Aluminum Plate For 2" Tenon



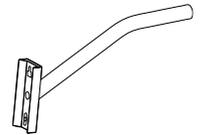
Vertical Pole Mount Spoke Bracket



Vertical Pole Mount



Straight Arm



Mast Arm

Light Shield Options

ORDERING INFORMATION

SSS	Street-side Shield
HSS	House-side Shield
CSS	Cul-de-sac Shield
RSS	Right-side Shield
LSS	Left-side Shield



Street-side Shield



House-side Shield



Cul-de-sac Shield



Right-side Shield



Left-side Shield

Control Options

Shorting Cap
Photocell
Smart Control Node
No Receptacle



Shorting Cap



Photocell



Smart Control Node



No Receptacle

SOLARMAX LED ROADWAY LUMINAIRE

FREEWAYS & HIGHWAYS - INTERSECTIONS - LOCAL & COLLECTOR ROADWAYS



17W_iE - 52W_iE LED
Replace 50W-150W HPS



53W_iE - 105W_iE LED
Replace 150W-250W HPS



107W_iE - 166W_iE LED
Replace 250W-400W HPS



168W_iE - 260W_iE LED
Replace 400W+ HPS

**Solar
MAX**
LED Lighting

Features

OUTER LUMINAIRE

7-Pin Rotatable Twist Lock Dimming Receptacle

ANSI C136.10 & 136.41 Compliance

LED Light Engine

IP 66 Rating

ANSI C136.25 Compliance



Luminaire Label

ANSI C136.22 Compliance

Utility Label

ANSI C136.15 Compliance



INSIDE THE LUMINAIRE

LED Driver

IP 66 Rating, ANSI C136.25

FCC 47 CFR Part 15

Easy Installation

Tool-less Access

Bird Guard

Housing

ANSI C136.31 Level II 3G
Vibration Rating

Withstand ASTM B117
5000 hours Salt Spray Test

Standard 20KV SPD

ANSI C136.2 Extreme

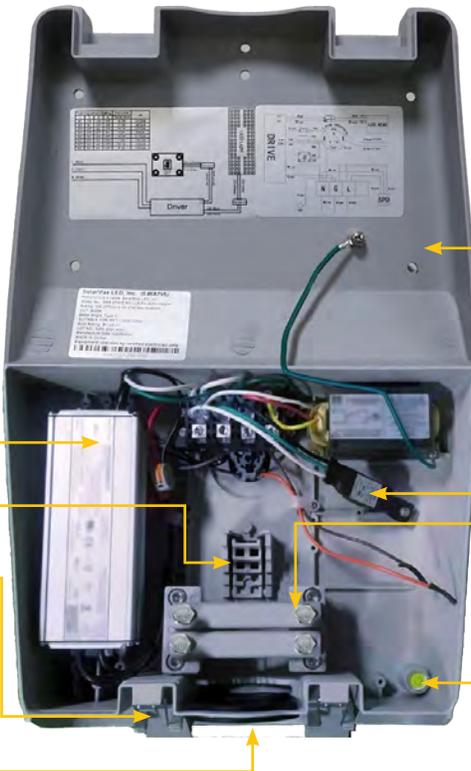
Mounting

Fits 1-1/4" to 2" Nominal Pipe
(1-5/8" to 2-3/8" OD)

-5° to +10° Tilting Angle

Bubble Level

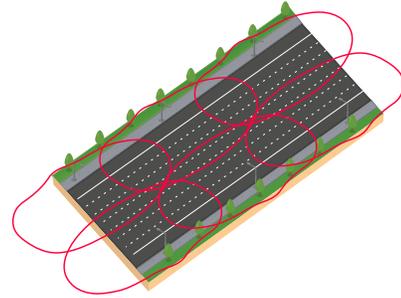
Embedded Bubble Level



Photometric Designs

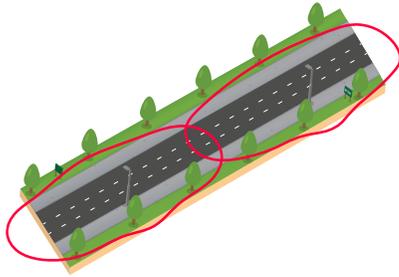
Our well designed lens provide outstanding uniformity, fitting a wide range of roadway configurations.

Based on your design criteria, SolarMax LED is able to model roadway or outdoor layout, calculate light levels and provides a comprehensive visual layout report. The design meets illuminating Engineering Society American National Standards or even more specific requirements.



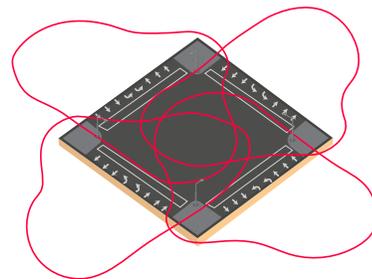
T302 Distribution

Recommend for Major Roadway, Freeway/Highway/Intersection



T202/T212 Distribution

Recommend for Local & Collector Roadway



T402 Distribution

Recommend for Intersection, Cul-de-sac

Case Studies

CALTRANS

In 2016-2017, Solarmax LED supplied 29,000+ units of LED Roadway Luminaires to California Department of Transportation (CALTRANS). The LED fixtures were installed on highways, freeways, on-/off-ramps, and local street intersections throughout the state of California. SolarMax LED continues to supply several CALTRANS districts with additional luminaires for maintenance needs.



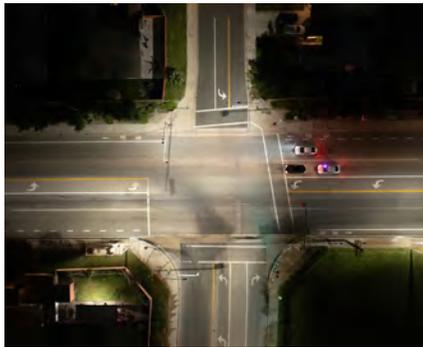
STATE PROJECT



Throughout California



2016 to Present



CITY OF RIVERSIDE

SolarMax LED supplied the City of Riverside 27,000+ LED street lights in 2020. The new LED lights replaced citywide HPS street lights and were installed on streets and in neighborhoods. As a cost-effective investment to the city, this upgrade would reduce energy consumption up to 70%, while lower maintenance costs in the long run; in addition, help the city to achieve a green and sustainable living place.

CITY PROJECT



Citywide



2020 - Present



Pre-approved by

- ▶ Arizona DOT
- ▶ CalTrans
- ▶ Florida DOT
- ▶ Idaho DOT
- ▶ Iowa DOT
- ▶ Missouri DOT
- ▶ New Mexico DOT
- ▶ Ohio DOT
- ▶ Utah DOT
- ▶ Washington DOT
- ▶ Wisconsin DOT
- ▶ Wyoming DOT
- ▶ British Columbia Transportation of Ministry, Canada

Other Streetlight Clients

- ▶ City of Amarillo, TX
- ▶ City of Clarksville, TN
- ▶ City of Dothan, AL
- ▶ Town of Huntington, NY
- ▶ City of Laguna Beach, CA
- ▶ City of San Bernardino, CA
- ▶ City of Santa Rosa, CA
- ▶ City of Vineland, NJ
- ▶ Gwinnett County, GA
- ▶ San Bernardino Municipal Water Department, CA
- ▶ District of Mission, BC, Canada

About SolarMax LED

SolarMax LED, specialized in lighting and signage, is an innovative subsidiary of SolarMax Technology, a worldwide leader in energy services. We combine technical expertise with industry experience to deliver energy efficient products and solutions. SolarMax LED has become the trusted partner for many public, industrial and commercial entities in North America.



GIVING BACK TO THE COMMUNITY

As a green company, SolarMax not only makes efforts to minimize energy consumption by converting buildings to solar energy and LED lighting, but also contributes to the community by supporting high schools, universities, hospitals and nonprofit organizations.



CHARITY

In the past four years, SolarMax has provided gifts and food to the local Women's Homeless Shelter around Christmas time. SolarMax has donated 7,000 shoes for families in need through Riverside School District.



SUSTAINABILITY

As an active advocate for sustainability, SolarMax took initiatives to equip our facility with solar panels, LED lighting and EV charging stations in reducing the environmental impact of electricity use.



SCHOLARSHIPS

SolarMax has held career technical education program in high school and offers scholarships to students who wish to further their education. The program helps educate about our responsibility to reduce our environmental impact.

WHY SOLARMAX LED?

- ✓ High Quality Products
- ✓ Project Management Experience
- ✓ Industry Expertise
- ✓ Technical Professionals
- ✓ Responsive Customer Service

CLIENTS





STATEMENT OF LIMITED WARRANTY
 FOR SOLARMAX LED, INC.
 LED ROADWAY LUMINAIRE
 FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
 01/01/2019

Subject to the exclusions set forth below, SolarMax LED, Inc. ("SolarMax") warrants its LED Roadway Luminaire, including the LED arrays and the LED drivers and integral control devices ("Products(s)"), to be free from defect in material and workmanship (the "General Warranty") for a period of seven (7) years from the date of shipment from SolarMax's facilities. The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of 10% or more of the individual light emitting diodes in the Product(s) fail to illuminate. The painted finish of the Product(s) will be considered defective in material or workmanship only if there is substantial deterioration, in the form of blistering, cracking, or peeling. The painted finish is not warranted against fading or chalking, as Product(s) may naturally fade or chalk over time due to normal aging. Poles and brackets are excluded from the General Warranty. This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the LED driver Label. SolarMax will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by SolarMax; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of SolarMax; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond SolarMax's reasonable control. SolarMax also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to SolarMax upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third party components, failures of third party supplied components, or failures of SolarMax supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. If the Product(s) fail to comply with the terms of this Warranty, SolarMax, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing of the defect or failure to an authorized SolarMax post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by SolarMax, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized SolarMax post-sales or customer service representative. SolarMax is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to SolarMax, but SolarMax shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND SOLARMAX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ,WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF SOLARMAX PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM SOLARMAX.

The total liability of SolarMax on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, SolarMax's performance or breach of this Warranty, or from SolarMax's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL SOLARMAX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

SolarMax reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.



STATEMENT OF LIMITED WARRANTY
FOR SOLARMAX LED, INC.
LED ROADWAY LUMINAIRE
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
01/01/2019

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SolarMax will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by SolarMax; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of SolarMax; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond SolarMax's reasonable control. SolarMax also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to SolarMax upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third party components, failures of third party supplied components, or failures of SolarMax supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. If the Product(s) fail to comply with the terms of this Warranty, SolarMax, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing of the defect or failure to an authorized SolarMax post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by SolarMax, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized SolarMax post-sales or customer service representative. SolarMax is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to SolarMax, but SolarMax shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND SOLARMAX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ,WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF SOLARMAX PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM SOLARMAX.

The total liability of SolarMax on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, SolarMax's performance or breach of this Warranty, or from SolarMax's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.

IN NO EVENT SHALL SOLARMAX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

SolarMax reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.

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: SolarMax LED Inc.		
Chief Executive - Name/Title: David Hsu / CEO		
Tel: (951) 300-0788	Fax: (909) 595-7388	E-mail:
Headquarters Street Address: 3080 12th Street		
Headquarters City/State/Zip: Riverside, CA 92507		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Jackson Yu / Project Management Director		
Tel: (951) 300-0788	Fax: (909) 595-7388	E-mail: jyu@solarmaxtech.com
Street Address: 3080 12th Street		
City/State/Zip: Riverside, CA 92507		

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: Jackson Yu	Title: Project Management Director
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: 11/22/2022

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: Jackson Yu	Title: Project Management Director
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: <i>11/22/2022</i>

Appendix D

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

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

**RFQ # 17A 221102-099
Autobahn Series LED Roadway Lights, ATB0**

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.

Orders from Municipality, Political Subdivisions and School Districts (Appendix D): If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups and they will be liable for all payments.

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

Yes

Yes, with conditions as follows:

No

Name of Company:

SolarMax LED Inc.

Address:

3080 12th Street, Riverside CA 92507

Signature:



Date: 11/12/2022