

MODIFICATION

State of Maine

**Master Agreement****Effective Date:** 09/10/19**Expiration Date:** 09/09/21**Master Agreement Description:** MA for Hydraulic Control Valve, Pump System, & Spreader Cont**Buyer Information**

Donny Crockett

207-624-7336 ext.

Donny.Crockett@maine.gov

Issuer Information

Jessica Norton

207-624-8226 ext.

Jessica.h.norton@MAINE.GOV

Requestor Information

Jessica Norton

207-624-8226 ext.

Jessica.h.norton@MAINE.GOV

Authorized Departments17D MOTOR TRANSPORT
17A TRANSPORTATION**Vendor Information****Vendor Line #: 1****Vendor ID**

VC0000212857

Vendor Name

CERTIFIED POWER INC

Alias/DBA

CERTIFIED CIRUS CONTROL SYTEMS

Vendor Address Information

7165 BOONE AVE N SUITE 190

MINNEAPOLIS, MN 55428-1512

US

Vendor Contact Information

Rick Fisher

443-831-2358 ext.

rfisher@certifiedcirus.com

Commodity Information

Vendor Line #: 1

Vendor Name: CERTIFIED POWER INC

Commodity Line #: 1

Commodity Code: 05500

Commodity Description: MA for Hydraulic Control Valve, Pump System, & Spreader Cont

Commodity Specifications: As per the specifications attached made part of this Master Agreement

Commodity Extended Description: Hydraulic Control Valve & Pump System

Quantity	UOM	Unit Price
0.00000		\$0.00
Delivery Days	Free on Board	
0	FOB Dest, Freight Prepaid	
Contract Amount	Service Start Date	Service End Date
\$0.00		
Catalog Name	Discount	
Cirus Pump	0.0000 %	
	Discount Start Date	Discount End Date
	09/10/19	09/09/21

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY WKS.
VC00000212857	CERTIFIED-Q1	CERTIFIED CIRUS CONTROL SYTEMS			05500	HYDRAULIC PUMPS	EATON 420 PUMP/80CC	ea	\$2,034.87	180
VC00000212857	CERTIFIED-Q2	CERTIFIED CIRUS CONTROL SYTEMS			05500	SPREADSMART SYSYTEM (PATROLS)	SPREADSMART R4M 7" COLOR DESPLAY, CABLES, SENSOR, ETC.	ea	\$4,375.34	180
VC00000212857	CERTIFIED-Q3	CERTIFIED CIRUS CONTROL SYTEMS			05500	CUSTOM 8 SECTION VALVE (PATROLS)	SAUER-DANFOSS PVG 32 COMPLETE VALVE	ea	\$4,664.65	180
VC00000212857	CERTIFIED-Q4	CERTIFIED CIRUS CONTROL SYTEMS			05500	CUSTOM 9 SECTION VALVE (PATROLS)	SAUER-DANFOSS PVG 32 COMPLETE VALVE	ea	\$5,111.36	120
VC00000212857	CERTIFIED-Q5	CERTIFIED CIRUS CONTROL SYTEMS			05500	SPREADSMART SYSYTEM (WHEELERS)	SPREADSMART R4M 7" COLOR DESPLAY, CABLES, SENSOR, ETC.	ea	\$4,445.15	120
VC00000212857	CERTIFIED-Q6	CERTIFIED CIRUS CONTROL SYTEMS			05500	MS 420M20-MASTER ASSEMBLY 4 JOYSTICK CONTROL (WHEELERS)	4 JOYSTICK PLOW FUCTION CONTROLS,FLIP ARM FLOOR MOUNT, ETC.	ea	\$7,503.64	120
VC00000212857	CERTIFIED-Q7	CERTIFIED CIRUS CONTROL SYTEMS			05500	CUSTOM 9 SECTION VALVE (WHEELERS)	SAUER-DANFOSS PVG 32 COMPLETE VALVE	ea	\$5,092.11	120
VC00000212857	CERTIFIED-Q8	CERTIFIED CIRUS CONTROL SYTEMS			05500	CUSTOM 10 SECTION VALVE (WHEELERS)	SAUER-DANFOSS PVG 32 COMPLETE VALVE	ea	\$7,172.65	120
VC00000212857	CERTIFIED-Q9	CERTIFIED CIRUS CONTROL SYTEMS			05500	CUSTOM 10 SECTION VALVE SIDE DUMP BODY (WHEELERS)	SAUER-DANFOSS PVG 32 COMPLETE VALVE	ea	\$7,288.05	120
VC00000212857	CERTIFIED-Q10	CERTIFIED CIRUS CONTROL SYTEMS			05500	CUSTOM 13 SECTION VALVE (WHEELERS)	SAUER-DANFOSS PVG 32 COMPLETE VALVE	ea	\$10,001.92	120
VC00000212857	CERTIFIED-Q11	CERTIFIED CIRUS CONTROL SYTEMS			05500	TS-8000 MAIN TRUNK CABLE	MAIN TRUNK SENSOR CABLE-9 PIN --10 METER (32.8 FT)	ea	\$178.23	120
VC00000212857	CERTIFIED-Q12	CERTIFIED CIRUS CONTROL SYTEMS			05500	TS-8001 4 PORT SENSOR JUNCTION BOX 9 PIN 2.8 METER (9')CABLE	MAIN TRUNK SENSOR CABLE-9 PIN --10 METER (32.8 FT)	ea	\$152.45	120

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES

RFQ # 17D1907080000000000000003

Hydraulic Control Valve and Pump System

Quotations/Responses Due: 8/5/2019 not later than 4:00 p.m. local time

Note: So all interested bidders receive the same information about the open bid opportunity, all questions and responses must be provided via the State of Maine's E-Procurement system: AdvantageME / Vendor Self Service (VSS). The Division of Purchases will not answer questions unless they are submitted through the VSS. All questions must be submitted no later than forty-eight (48) hours prior to closure date and time. Not all questions will be answered.

Lots/Lines	Attachments	Additional Information	Terms	Criteria	Events	Q & A List	Amendment History	Bulletin Board
------------	-------------	------------------------	-------	----------	--------	-----------------------	-------------------	----------------

General Instructions on Bidder Questions

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

In the event that you must contact us for any other reasons than the Q & A previously mentioned, only the Buyer listed on the Solicitation page may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

Summary

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Procurement Services ("Division") is acting on behalf of **The Department of Transportation** ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

RFQ REQUIREMENTS

1. Description of Requirements

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- Please see **Appendix B on page 13**

2. Bid Contents Requirements

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- **Appendix A:** Bid Cover Page and Debarment Form (Pages 11-12 of this document)
- **Appendix B:** Completed Specifications & Cost Responses (Pages 13-18 of this document)
- **Appendix D:** Municipality Political Subdivision and School District Participation Certification (Page 20 of this document)
- **Appendix E:** Certifications (Pages 21-23 of this document)
- **Appendix F:** MaineDOT Terms and Conditions (Pages 24-29 of this document)
- **Itemized Quote on Company Letterhead**
- **Product Data/Information Sheets – PDF Brochures**
- **Warranty Information**

3. Master Agreement Term

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start and end dates will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division, at their discretion, may opt to renew the contract for two renewal periods of one year each.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	8/16/2019	8/15/2021
Renewal Period #1	8/16/2021	8/15/2023
Renewal Period #2	8/16/2023	8/15/2024

4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.

- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine's electronic procurement system: Advantage "Vendor Self Service" (VSS). More information on this system can be found at the following internet link: <http://www.maine.gov/purchases/venbid/rfq.shtml>.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the "Withdraw" button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder's response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

5. **General Instructions**

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.
- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

6. **Quotation Evaluation and Selection**

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term "Best Value" may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award decision based on the lowest price among the Bidders. Delivery days can be a factor in awarding.
- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.

- c. At the discretion of the Division, if a Bidder's submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder's submission may not be considered for contract award.
- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications most closely meet the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- e. If the specifications provided with this RFQ are of a technical nature, then the Division's RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.

7. Negotiations

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

TERMS AND CONDITIONS FOR RFQ AND CONTRACT

PART I GENERAL INFORMATION ON RFQs

A. Purpose and Background

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

B. General Provisions

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.

8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

D. Delivery Terms

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. *Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination"*. The State intends for this to mean that all goods shall be priced in the bid response 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.

E. Alternate Bids and Approved Equals

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

F. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

PART II CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

The successful Bidder will be required to execute a contract in the form of a State of Maine Buyer Purchase Order, Contract Agreement to Purchase Services or State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services' website at the following link:

http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link: <http://www.maine.gov/purchases/info/forms.shtml>

B. Independent Capacity

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

C. Payments and Other Provisions

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders 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

1.0 MaineDOT GENERAL REQUIREMENTS

The following requirements and conditions shall be considered an essential part of the specifications and proposal.

1. Purchase of the Hydraulic Control Valve and Pump System is subject to a Financial Assistance Agreement between the Department and the U.S. Department of Transportation.
2. All equipment bids must conform to the final approved specifications and all Federal and State laws, regulations and standards. Where these specifications and Federal and/or State laws conflict, the requirements of the Federal and/or State laws shall prevail.

APPLICABLE REGULATIONS: SEE CERTIFICATIONS REQUIRED

3. Equipment and component parts must be of the highest quality and workmanship available in the various trades and of substantial, durable, and safe construction. In all cases materials and construction of the equipment must be furnished as specified but when brand names are used in the specifications, the term “approved equal” is implied and will be considered.
4. No advantage shall be taken by the equipment manufacturer or bidder in the omission of parts or details required to make the equipment complete and ready for service even though such parts or details may not be mentioned in these specifications. All units or parts not herein contained or specified shall be manufacturer’s standard. All parts shall be new. In no case will used, reconditioned, or obsolete parts be accepted. Insofar as possible, parts and equipment in any one vehicle shall be a duplicate in manufacture, design and construction and shall be interchangeable with parts and equipment in any other equipment in the proposal.
5. The bidder shall furnish descriptive literature for the equipment being bid. This material shall be mailed along with completed documents (certifications).
6. The price quoted in any proposal shall include all items of labor, material, tools, equipment, delivery and other costs necessary to fully complete the delivery of equipment pursuant to these specifications.
7. The Division of Procurement Services/MaineDOT reserves the right to accept any quote or reject any or all quotes for any reason, including, but not limited to, the following reasons:

Quotes which take exception to the specifications without approval pursuant to (Section 3.9 Specification Certification) of the Invitation to Quote.

High lifecycle operating and maintenance costs based on evaluation of equipment performance, warranty data, and local availability of service and parts pursuant to (Section 3.4 Certification Vehicle Performance & Warranty Data).

Quotes considered not responsive due to lack of required certificates and information required in (Section 3.0 Certifications).

The Division of Procurement Services/MaineDOT reserves the right to award the Contract to the lowest responsible bidder, best value consideration, and however is in the best interest of the State of Maine.

The Division of Procurement Services and the Department reserve the right to evaluate specifications and alternates and determine equivalency.

8. Bidder shall submit the earliest possible delivery date with this Quote. **Earlier delivery dates will be given consideration during the quote selection process. In addition, penalties may be assessed for late delivery pursuant to Section F of Appendix F.**

2.0 MaineDOT INSTRUCTIONS TO BIDDERS

SCOPE: The Division of Procurement Services is requesting bids on behalf of MaineDOT Fleet Services for Hydraulic Control Valve and Pump Systems. MaineDOT Fleet Services requires a staggered delivery schedule, anticipating 2 to 3 trucks per month for a period of 24 months. After the contract(s) have been awarded, a firm schedule detailing the number of units and types of units that will be expected each month will be established for the first twelve months. A Purchase Order for the first 12 months of the 24-month cycle will be awarded to the successful bidder after bid evaluation.

CONTRACT PERIOD: 2 years from the date of the award.

PRICES: Prices are expected to remain firm for the 24-month contract period.

BASE PRICE CALCULATION PRODUCER PRICE INDEX ESCALATOR

Hydraulic Control Valve and Pump Systems shall be at the prices quoted. These prices shall remain firm/fixed for any orders issued by MaineDOT within a period of two (2) years of contract award. The price(s) of any Hydraulic Control Valve and Pump Systems ordered by MaineDOT after the initial two (2) year firm/fixed price period shall be that quoted (Base Order Prices) plus/minus any change which will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (“PPI”) **Category 1143, “Fluid Power Equipment”**. The change in this index will be used to adjust the Base Order Prices. However, in no event will the price(s) for any purchase order release exceed, by more than five percent (5%) increase over the remaining three (3) years of the five (5) year contract.

Simple Percentage Method.

One method of price adjustment is to have the base price changed by the same percentage as the percent change in a selected PPI. To illustrate, suppose that a contract escalation clause called for using the intermediate demand PPI titled Materials and components for manufacturing, not seasonally adjusted. Also suppose that the value of this index was 178.4 for December 2010, the month that corresponds with the base price for escalation, \$1,000 per unit. Twelve months later, when December 2011 data were released and the first stipulated price adjustment was to be made, the index value for December 2011, published mid-January 2012, was 187.7. The percent change represents an increase of 5.2 percent in the index for Materials and components for manufacturing and a \$52 per unit increase in the price for the escalated product. (See below.)

Index at time of calculation, December 2011: 187.7
Divided by index at time base price was set, December 2010: 178.4
Equals 1.052

Base price	\$1,000
Multiplied by	1.052
Equals adjusted price	\$1,052

All future releases, including the equipment modification(s), will be priced based upon the new revised Base Award Price.

Note: This is an example only to indicate how the PPI Calculated Pricing will be determined for Option Year Orders.

NOTE: The State of Maine reserves the right to evaluate alternates and determine equivalency.

ORDERING PROCEDURE: Delivery Order(s) will be issued upon award for the determined number of units and accessories to be purchased. At any time during the contract period if it is determined that more units are needed; the awarded Purchase Order(s) will be amended to reflect the new quantity and price.

Upon award of bid and before delivery of vehicles or equipment MaineDOT must receive a complete list of parts containing part description, manufacturers part number etc. for the entire vehicle or equipment including any or all accessories which are supplied as part of the bid. This does not relieve the bidder from supplying repair or other manuals as required in the individual specification.

CANCELLATION OF CONTRACT: The State of Maine Division of Procurement Services reserves the right to cancel a contract with a thirty-day written notice or cancel immediately if the contractor does not conform to terms and conditions of contract.

Appendix A

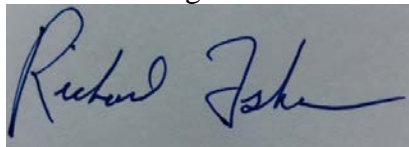
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Certified Cirrus Control Systems, a division of Certified Power, Inc.		
Chief Executive - Name/Title: Tim Beres		
Tel: 763-251-8953	Fax: 763-493-9340	E-mail: tberes@certifiedcirrus.com
Headquarters Street Address: 970 Campus Drive		
Headquarters City/State/Zip: Mundelein, IL 60060		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Rick Fisher		
Tel: 443-831-2358	Fax: 763-493-9340	E-mail: rfisher@certifiedcirrus.com
Street Address: 7165 Boone Ave. N. Suite 190		
City/State/Zip: Brooklyn Park, MN 55428		

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: Rick Fisher	Title: Sr. Business Development Executive
Authorized Signature: 	Date: 7-18-19

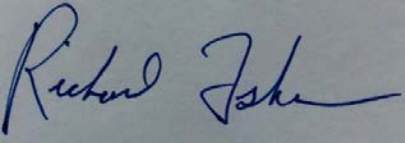
Debarment, Performance, and Non-Collusion Certification

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: Rick Fisher	Title: Sr. Business Development Executive
Authorized Signature: 	Date: 7-18-19

Appendix B

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

DETAILED SPECIFICATIONS

RFQ # 17D1907080000000000000003

Hydraulic Control Valve and Pump System

Please download this document to your desktop, fill out required sections, and attach to your response in VSS, along with requested documents. (Attachment maximum size is 2mb each!) For your electronic response in VSS, please put the total price of one unit in the unit price field and enter the delivery days.

The following items are Required and must be Attached to your bid in the Vendor Self Service (VSS):

- **Appendix A:** Bid Cover Page and Debarment Form (Pages 11-12 of this document)
- **Appendix B:** Completed Specifications & Cost Responses (Pages 13-18 of this document)
- **Appendix D:** Municipality Political Subdivision and School District Participation Certification (Page 20 of this document)
- **Appendix E:** Certifications (Pages 21-23 of this document)
- **Appendix F:** MaineDOT Terms and Conditions (Pages 24-29 of this document)
- **Itemized Quote on Company Letterhead**
- **Product Data/Information Sheets – PDF Brochures**
- **Warranty Information**

Bids missing these required documents may be rejected.

INTENT

The purpose and intent of this specification is to describe a Hydraulic Control Valve and Pump System. It must be a rugged design and construction throughout in order to deliver dependable service, with optimum performance and production capabilities. The Hydraulic Control Valve and Pump System must be of latest design and manufacturer and in current production. All standard features advertised shall be included whether asked for or not within these specifications. The Maine Department of Transportation (MaineDOT) will be outfitting Twenty-Nine (29) units with the hydraulic system to be used for plowing during the 2019-2020 calendar years, with an option to outfit up to thirty (30) more units in 2021-2022. MaineDOT is accepting bids, in compliance with the following specifications, for equipment to be purchased for this work.

COMPLETENESS

The price quoted in any proposal submitted shall include all items of labor, materials, and other costs necessary to fully complete the manufacture and delivery of the Hydraulic Control Valve and Pump System pursuant to these specifications. Any part or detail which makes the Hydraulic Control Valve and Pump System complete and ready for service shall not be omitted, even though such part or detail is not mentioned in these specifications.

CONFORMITY

All parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the Hydraulic Control System industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all cab control systems provided by the manufacturer should be interchangeable.

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

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

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

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.

The following abbreviations must be used:		<table border="1"><tr><td>X</td><td>Standard or as specified</td></tr><tr><td>N/A</td><td>Not Available</td></tr><tr><td>DI</td><td>Dealer Installed</td></tr><tr><td>AE</td><td>Approved Equal</td></tr></table>			X	Standard or as specified	N/A	Not Available	DI	Dealer Installed	AE	Approved Equal
X	Standard or as specified											
N/A	Not Available											
DI	Dealer Installed											
AE	Approved Equal											
	1.0 DIRECTIONAL CONTROL VALVE	Abbreviation	Actual Dimension	Notes								
1.1	Directional Control Valve: Sauer Danfoss PVG32 preferred or approved equal. The valve must be pre-compensated, proportional and load independent.	X										
1.2	Pressure and Flow: each valve must be settable for pressures up to 5,000psi and flow ratings up to 35gpm. Valve must be of laminar flow design for minimal pressure drop. Valve must have adjustable flow control on both sides of the spool and come with bleed off compensators.	X										

1.3	<p>Reliefs: the valve must include necessary adjustable reliefs:</p> <ul style="list-style-type: none"> a) Work port reliefs as specified in each section; b) Load sense reliefs for true pressure limiting 	X		
1.4	<p>Actuation: valve must be able to be actuated manually, or electrically;</p> <ul style="list-style-type: none"> a) Electric Actuation: must be controllable with a PWM signal for full proportional or on/off operation from one coil. Separate coils not acceptable. <ul style="list-style-type: none"> 1) Coils shall have Deutsch female plugs located at end of coil 2) Wiring to the actuator must utilize IP69 rated harnesses. 3) Duty Cycle: 100% 4) PWM actuator must be mountable on either side of the valve 5) Spools to have the heavier centering spring (Part# 155L7504) b) Selectable actuation: valve must be able to accommodate any pair of “manual or electrical actuation” connections on the same valve body without modification of either actuation hardware. Clevis for cables, etc. 	X		
1.5	<p>Modular Design:</p> <ul style="list-style-type: none"> a) Valve must be of a closed spool design for reduce contamination and be field interchangeable. b) Valve assembly must accommodate up to thirteen (13) work sections per group. c) Valve must be available in either open or closed center configurations. 	X		
1.6	<p>Mounting Choices: valve must be mounted with the work ports facing down</p>	X		

	2.0 PISTON PUMP	Abbreviation	Actual Dimension	Notes
2.1	Piston Pump: Eaton 420 Pump, P/F comp, 80cc CCW, side port, 1.25 keyed shaft, 2/4 bolt C flange with dump valve de-stroke option or approved equal. The pump must be an open circuit, axial piston design.	X		
2.2	Power Sensing: The pump will provide power matching of pump output to system load demand, maximizing efficiency and improving load metering characteristics of any directional control valve installed between the pump and the load.	X		
2.3	Load Sensing: Pump must be load sensing providing only the amount of flow needed by the load. At the same time, the pump operating pressure must adjust to the actual load pressure plus a pressure differential required for the control action.	X		
2.4	Operating Pressure Range: the pump must be able to handle pressures to 280 bar (4,000 psi) continuous and 320 bar (4,600 psi) intermittent. The pump must have a B10 bearing life of 3320 hours at rated mobile conditions, reducing operating costs and extending operating life (with high load bearings and a stiff drive shaft.	X		
2.5	Lubrication and Wear: the pump must feature a saddle-type swash plate with steel-backed polymer bearings. The swash plate features a pressure lubrication passage to reduce wear and further support internal loads. A single control piston reduces forces acting on the swash plate, resulting in reduced package size, which allows pump installation into tighter locations.	X		
2.6	Pump Noise: The pump must operate at a level of quietness that exceeds the requirements of today's work conditions. The pump must include a bimetal timing plate to improve pump filling characteristics which, in turn, reduces fluid-borne noise and extends pump life.	X		

2.7	Mounting Choices: Pump will be mounted to DOT mounting plate at front of engine utilizing Spicer drive shaft (Part # 9553-SF) with proper angle of installation. The pump must offer mounting flanges in SAE and ISO configurations, and ports are offered in SAE and ISO tube and flange versions. Side-or-end-ported models must be available to facilitate plumbing and help fit the pump to our space. Multiple drain ports allow many mounting orientations must be standard.	X		
2.8	De-Stroke option: The pump must incorporate low oil de-stroke function. This function must be mounted sandwiching the pump housing and the pressure and flow control. When the hydraulic system senses a low oil situation, the de-stroke valve will put the pump in the neutral position and return oil back to the reservoir through the case drain.	X		
2.9	Price per pump: \$ 2026.56 Pricing information required with bid			
3.0 CONFIGURATION PRICING				
<p><i>NOTE: Items 3.1 through 3.4 will be based upon the specific components on individual trucks. These will include some combination of the following: plow up/down, plow left/right, front wing, rear wing, shelving, dump body, under-body scraper, spinner, auger and pre-wet.</i></p> <p>Hydraulic Valve Control and Pump shall be in compliance with the attached specifications and including all necessary wiring, sensors, hydraulic and sensor pigtails.</p>				
3.1	Directional Control Valve, and Pump including 8 sections , manual controlled in full compliance with the attached specifications. (Estimated amount 5)			
	Price per valve assembly: \$ 4623.3 Pricing information required with bid			
3.2	Directional Control Valve, and Pump including 9 sections , manual controlled in full compliance with the attached specifications. (Estimated amount 8)			
	Price per valve assembly: \$ 5168.72 Pricing information required with bid			
3.3	Directional Control Valve and Pump including 10 sections , manual controlled in full compliance with the attached specifications. (Estimated amount 8)			

	Price per valve assembly: \$ 7123.14 Pricing information required with bid			
3.4	Directional Control Valve and Pump including 13 sections , electric controlled in full compliance with the attached specifications. <u>(Estimated amount 8)</u> Price per valve assembly: \$ 9973.19 Pricing information required with bid			
	4.0 WARRANTY	Abbreviation	Actual Dimension	Notes
4.1	Manufacturer's standard warranty of one (1) year free of defects.	X		
4.2	Please state warranty terms and conditions with bid proposal	X		
4.3	Manufacturer's warranty will start with the "in service date" provided by MaineDOT.	X		
	5.0 GENERAL	Abbreviation	Actual Dimension	Notes
5.1	Bidders shall supply a specification sheet with their bid proposal.	X		
5.2	Exception to specifications shall be listed on a separate sheet 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 listed.	X		
5.3	All bid proposals will include shipping and delivery to Maine 66 Industrial Drive, Augusta Maine 04330.	X		
5.4	Delivery schedule and packaging instructions will be discussed with awarded bidder at the MaineDOT Fleet Services preproduction meeting.	X		

Enter Delivery Days ARO: _____

Please include F.O.B. Destination shipping/delivery in your bid pricing!

Appendix C

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

COST RESPONSE

RFQ # 17D1907080000000000000003

Hydraulic Control Valve and Pump System

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

Prices are to be net including transportation charges fully pre-paid by the contractor, FOB destination and include all installation costs (unless asking for item(s) only).

Please download this document and the attached Excel spreadsheet to your desktop. Fill out the required sections of this document and the attached spreadsheet. Attach both to your response in VSS along with all other requested documents. For your electronic response in VSS, please put "0" in the unit price field. Failure to do this may result in disqualification of your bid.

REQUESTED RETURNED DOCUMENTS:

The following items are Required and must be Attached to your bid in the Vendor Self Service (VSS):

- **Appendix A:** Bid Cover Page and Debarment Form (Pages 11-12 of this document)
- **Appendix B:** Completed Specifications & Cost Responses (Pages 13-18 of this document)
- **Appendix D:** Municipality Political Subdivision and School District Participation Certification (Page 20 of this document)
- **Appendix E:** Certifications (Pages 21-23 of this document)
- **Appendix F:** MaineDOT Terms and Conditions (Pages 24-29 of this document)
- **Itemized Quote on Company Letterhead**
- **Product Data/Information Sheets – PDF Brochures**
- **Warranty Information**

Bids missing these required documents may be rejected.

Please include F.O.B. Destination shipping/delivery in your bid pricing!

All attachments must be smaller than 2MB in size

Appendix D

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

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

RFQ # 17D1907080000000000000003

Hydraulic Control Valve and Pump System

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

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

X Yes

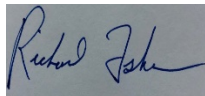
Yes, with conditions as follows:

No

Name of Company: Certified Cirrus Control Systems, a division of Certified Power, Inc.

Address: 7165 Boone Ave. N., Suite 1901, Brooklyn Park, MN 55428

Signature:



Date:

RFQ # 17D190708000000000000003

Hydraulic Control Valve and Pump System

CERTIFICATIONS

1.0 NONCOLLUSION BIDDING CERTIFICATION

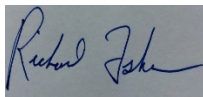
By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

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

7-18-19

Dated

Rick Fisher
Printed name of Person Bidding



Authorized Signature

Sr, Business Development Executive
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**: Eaton Mfg./ Danfoss Mfg

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)**

See attached warranty statement

3. **EQUIPMENT INFORMATION:**

YEAR: 2019 EQUIPMENT MAKE: Eaton brand/ Danfoss brand

EQUIPMENT MODEL: Eaton Series 420 80cc pump/Danfoss PVG32 valve

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

5. **BASIC EQUIPMENT WARRANTY DESCRIPTION**

See attached warranty statement

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: 9 Green St Skowhegan, ME 04976

ADDRESS 2:

ADDRESS 3:

ADDRESS 4:

ADDRESS 5:

CONTACT NAME: Dan Matchett TELEPHONE: 207-858-7612

EQUIPMENT PARTS PROVIDER: H.P. Fairfield

ADDRESS: 9 Green St Skowhegan, Me 04976

CONTACT NAME: Dan Matchett TELEPHONE: 207-858-7612

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

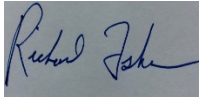
Bidder certifies that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid.

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

State of Maine RFQ # 17D1907080000000000000003

Rev. 2/5/2019

7-18-19
Dated



Signature

Rick Fisher
Print Name

Power, Inc.

Certified Cirrus Control Systems, a division of Certified
Company Name

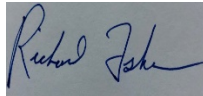
3.0 SPECIFICATION COMPLIANCE

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.

7-18-19
Dated

Rick Fisher
Printed name of Person Bidding



Authorized Signature

Sr. Business Development Executive
Title

RFQ # 17D1907080000000000000003

Hydraulic Control Valve and Pump System

MaineDOT TERMS AND CONDITIONS

A. AGREEMENT

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

B. INDEPENDENT CAPACITY

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

C. STATUS REPORTS

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

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

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

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

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

D. PAYMENT AND OTHER PROVISIONS

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

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

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

E. WARRANTY

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

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

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

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

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

F. DAMAGES

Time is of the essence in the delivery of the equipment specified herein, and in event of delay(s) in the delivery of the equipment beyond the date set forth in the Agreement, or beyond authorized extensions thereof MaineDOT may impose liquidated damages. Because it is difficult to determine the actual amount of the damage by reason of such delay it is therefore agreed that the Vendor will pay the sum of **five hundred twenty-five dollars (\$525.00)** per unit for each calendar day(s) delay in delivery as liquidated damages and not as a penalty.

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor

or may be recovered by through any lawful means.

G. SET-OFF RIGHTS

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

H. FORCE MAJEURE

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

I. INDEMNIFICATION

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

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

J. DEFAULT, TERMINATION

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

proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor' delivery of information technology services, then MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).

- iv. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
- v. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

K. DELIVERY AND ACCEPTANCE

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

- i. Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- ii. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- iii. The Vendor will contact MaineDOT Fleet Services 24 hrs. prior to delivery with an estimated time of arrival.
- iv. Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- v. When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.

- vi. Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

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

L. RIGHT TO SUSPEND WORK

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

M. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS

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

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

N. CLAIMS AND DISPUTES

General

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

Negotiation with MaineDOT's Fleet Representative

The Vendor shall promptly notify MaineDOT's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and MaineDOT's Fleet Representative shall promptly negotiate in good faith to resolve the dispute. MaineDOT's Fleet Representative will promptly issue a decision.

Review by Director

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

Dispute Resolution

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

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

O. CONTROLLING LAWS

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

Laws to Be Observed

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

P. ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT

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

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

Q. SEVERABILITY

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

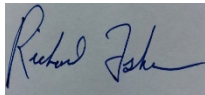
R. NON-WAIVER

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

Name of Company: Certified Cirrus Control Systems, a division of Certified Power, Inc.

Address: 7165 Boone Ave. N. Suite 190, Brooklyn Park, MN 55428

Signature:



Date: 7-18-19

13 Section Valve

[illegible]

10 Section Valve

[illegible]

10 Section Valve

[illegible]

9 Section Valve

[illegible]

9 Section Valve

[illegible]

8 Section Valve

[illegible]

2017 Limited Warranty

WHAT AND WHO IS COVERED?

This warranty covers all defects in materials or workmanship in your Certified Cirrus Control Systems products or equipment under normal use, maintenance and service. This warranty coverage applies only to the original owner and is not transferable.

HOW LONG IS THE WARRANTY PERIOD?

This warranty coverage runs for a period of one year from the date of initial installation (or 13 months from date of shipment from Certified Cirrus Control Systems), whichever occurs first. Replacement parts are warranted for the remaining portion of the original warranty period or 30 days from date of shipment from our factory (whichever is greater).

HOW CAN YOU GET SERVICE?

Certified Cirrus Control Systems' obligation under this warranty is limited to repairing and/or replacing, at our option, any part or parts that are determined by Certified Cirrus Control Systems to be defective. To be eligible for any claim under this warranty, the owner (or Certified Cirrus Control Systems authorized dealer) must return any defective part(s) to the factory within the applicable warranty period (as set out above).

WHAT WILL WE DO?

Certified Cirrus Control Systems may, at its option, elect to grant adjustments in the field through an authorized representative and may thereby elect to waive the requirement that parts be returned to Certified Cirrus Control Systems' factory. The repair or replacement of defective parts under this warranty will be made without charge to the owner except for transportation of the part to our authorized repair location.

WHAT IS NOT COVERED UNDER THIS WARRANTY?

Certified Cirrus Control Systems will not assume any expense or liability for repairs made outside our plant without our prior written consent. We are not responsible for damage to any associated equipment or product and will not be liable for loss of time, profit, inconvenience, commercial loss or direct consequential, special or incidental damages.

The provisions of this warranty do not apply to any product or parts which have been subject to misuse, negligence or accident, or which have been repaired or altered outside of Certified Cirrus Control Systems' factory in any way (in the judgment of Certified Cirrus Control Systems) so as to affect adversely its performance or reliability. Neither does this warranty apply to normal maintenance service and parts or to normal deterioration due to wear and exposure.

This warranty is expressly in lieu of other warranties, expressed or implied, in fact or by law, including any implied warranty of merchantability of fitness for a particular purpose. The remedies of repair or replacement as set forth are the only remedies under this warranty; Certified Cirrus Control Systems disclaims any obligations or liability for loss of time, profit, inconvenience, commercial loss or direct consequential, special or incidental damages. This warranty is in lieu of any other obligation or liability of Certified Cirrus Control Systems of any nature whatsoever by reason of the manufacture, sale, lease or use of such products, and Certified Cirrus Control Systems neither assumes, nor authorizes anyone to assume for it any other obligation or liability in connection with such products.

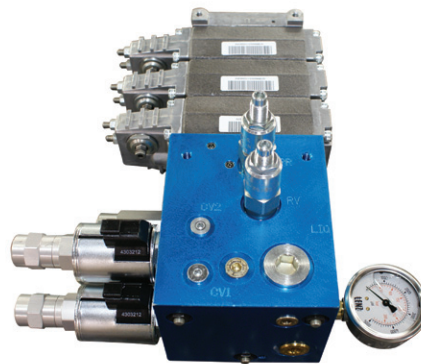


CONSISTENT OPERATIONS FROM MODULAR HYDRAULIC SPOOL VALVE SYSTEMS

Dependability and consistency. That's what you can expect from Cirrus Controls modular hydraulic spool valve systems. Available in a variety of systems from respected brands such as Sauer Danfoss, Husco and Prince, our hydraulic spool valve systems offer wide-ranging flow capacity and pressure ratings, and compatibility with manual, pneumatic and electronic flow and spreader controls.

MODULAR SPOOL VALVE SYSTEMS

- Pre-compensated, proportional, load independent
- Available in flow ratings from 5 – 38gpm, laminar flow design spools
- Spools are field changeable without disassembling the module
- Maximum pressure of 5075 psi
- Manual (cables), pneumatic (air), or electronic (PWM) controls
- Sauer Danfoss PVG 32 and PVG 32 hybrid models
- Husco 5000, 5000cc and 6000 series available
- Prince V20 and Hybrid V20 models
- ISO – 9001: 2000 certified manufacturing



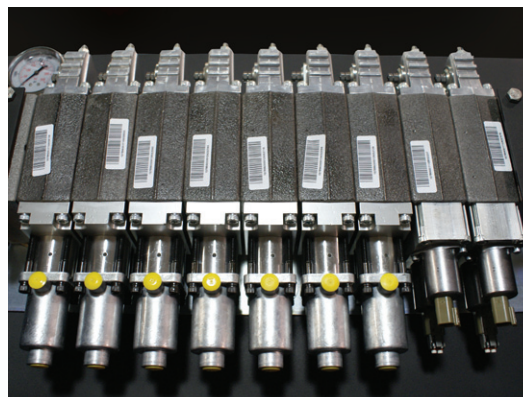
PVG 32 Hybrid



PVG 32 Electric Actuation



PVG 32 Manual Actuation



PVG 32 Air Actuation



Municipal Spec Text

Product: Piston Pumps – Eaton 420 Series 80 cc Front mount

Rev A 10/1/09

Piston Pump: the pump must be an open circuit, axial piston design.

Power and Load Sensing: The pump will provide power matching of pump output to system load demand, maximizing efficiency and improving load metering characteristics of any directional control valve installed between the pump and the load.

Pump must be load sensing providing only the amount of flow needed by the load. At the same time, the pump operating pressure must adjust to the actual load pressure plus a pressure differential required for the control action. When the system is not demanding power, the load sense control will operate in an energy-saving stand-by mode.

Size:

80cc / 4.8 cu./in 42 GPM @ 2000 RPM (counter clock wise rotation)

The flange mounting will be an SAE C 2 or 4-bolt flange, 1 1/4" shaft with 1/4" key way.

The minimum displacement 80 cubic centimeters continuously rated @ 280 bar (4060 PSI). The RPM is rated to 3000 (continuous) with pressure and flow compensator control

The side ported, flange mounted suction and pressure shall meet the following requirements.

Suction port Minimum 2" SAE 4 bolt split flange standard pressure series (61)

Pressure port Minimum 1" SAE 4 bolt split flange standard pressure series (61)

The noise rating shall not exceed 76db @ 1800 RPM, operating at full flow

Lubrication and Wear: the pump must feature a saddle-type swash-plate with steel-backed polymer bearings. The swash-plate features a pressure lubrication passage to reduce wear and further support internal loads. A single control piston reduces forces acting on the swash-plate, resulting in reduced package size, which allows pump installation into tighter locations.

Pump Noise: The pump must operate at a level of quietness that exceeds the requirements of today's work conditions. The pump must include a bimetal timing plate to improve pump filling characteristics which, in turn, reduces fluid-borne noise and extends pump life.

Mounting Choices: Pump must mount directly to a PTO on Allison 3000 and 4000 series transmissions without requiring bent axis or external mounting hardware. The pump must offer mounting flanges in SAE and ISO configurations, and ports are offered in SAE and ISO tube and flange versions. Side- or end-porting models must be available to facilitate plumbing and help fit the pump to your space. Multiple drain ports allow many mounting orientations must be standard.

De Stroke option: The pump must incorporate low oil shut down (de-stroke) function. This function must mount sandwiching pump housing and the pressure and flow control. When the hydraulic system senses a low oil situation the de-stroke valve will put the pump in the neutral position and return oil back to the reservoir through the case drain.



POWERFUL, ENGINEERING FOR OPEN CIRCUIT PISTON PUMPS

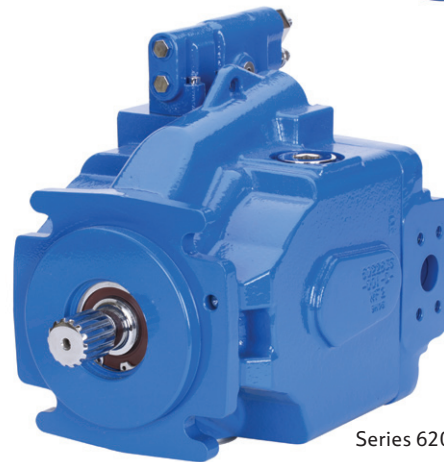
In short, these pumps pack power and performance into a small package. Offering a compact design and expansive functioning capabilities, Cirrus Controls provides powerful hydraulics solutions with Eaton open circuit mobile piston pumps that offer simple swashplate and single stroking piston design.

OPEN CIRCUIT MOBILE PUMPS

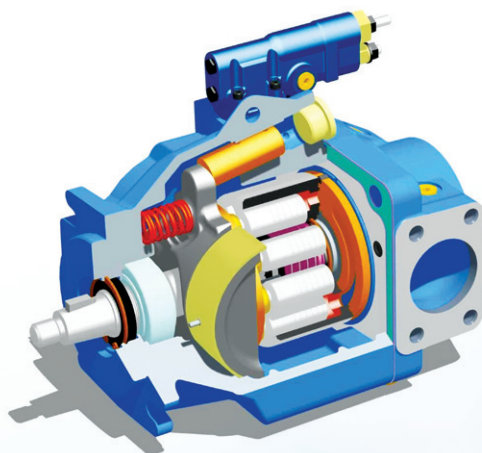
- Open circuit, axial piston design
- Pressure and flow control
- Load sensing with energy saving standby mode
- 21 – 53 GPM flow capacities
- Up to 4,060 psi pressure rating
- 49-80cc direct mountable on PTO - series 420
- 49-80cc for driveline mount - series 420
- 98cc available for driveline mount - series 620
- Eaton built-low-oil shutdown (de-stroke) valve optional
- ISO 9001:2000 certified manufacturing



Series 420



Series 620



Cut-away view of Series 620





Certified Cyrus
7165 Boone Ave. N. Suite 190
Brooklyn Park, MN 55428
Tel: (763) 493-9380 Fax: (763) 493-9340
<http://www.ciruscontrols.com/>

Quotation

Date Issued: Jul 21, 2019
Customer: Maine DOT
End User: Maine DOT
Job ID: Eaton Pump
Quote Number: 190711RF02
Opportunity #:
Sales Person: Richard A Fisher



Quantity	Item	Description	Unit Price	Extension
1	HYD300035	420 Pump/80cc/CCW/SP/125K/C4/DV	1801.08	1801.08
1	HYD3000xFRTB-Kit	NOTE: Driveline mount kit required, but not included. 420 Pump Frt Mt Fitt Kit-REV B	130.98	130.98
		WARNING: Installer must install functional oil temp/level sensor and indicator in his chosen reservoir or valve warranty is voided! WARNING: See Valve Builder Sheet for Valve Layout!		
		Hydraulic System Total		1932.06
1	OPTION PKG NOTES	freight F.O.B. Maine DOT *	94.50	94.50
		Additional Truck Parts Total		94.50
		Complete System		2026.56
		Total		2026.56

This quotation may be subject to USTR tariff related surcharges implemented by our suppliers depending on the components included in this order.

Quote Valid Until: Sep 19, 2019
Delivery: 8 weeks ARO
FOB: Minneapolis, MN
Payment Terms: Net 30 Days, All Prices in U.S. Dollars

Page 1

Quote Provided By: Richard A Fisher

Accepted by _____ Date _____
Maine DOT

This is a conditional quotation: All terms listed above (including, but not limited to, pricing and parts) must be confirmed in writing by Certified Cyrus to validate this quotation. Certified Cyrus' standard terms and conditions apply to all quotations and confirmed purchase orders.



Certified Cyrus
7165 Boone Ave. N. Suite 190
Brooklyn Park, MN 55428
Tel: (763) 493-9380 Fax: (763) 493-9340
<http://www.ciruscontrols.com/>

Quotation

Date Issued: Jul 23, 2019
Customer: Maine DOT
End User: Maine DOT
Job ID: 8 Section mechanical valve assembly
Quote Number: 190722RF02
Opportunity #:
Sales Person: Richard A Fisher



Quantity	Item	Description	Unit Price	Extension
1	CUSTM-HYD NOTES	8 Section mechanical danfoss PVG 32 Valve assembly per spec Hoist, Plow Lift, Plow angle, Wing toe, Wing heel, Wing slide Conveyor, Spinner/Broom	4003.93	4003.93
6	HYD10312 NOTES	Clevis/Arm Assy Complete PVG32 required	66.48	398.87
1	OPTION PKG NOTES	Freight F.O.B Maine DOT required	220.50	220.50
		Additional Truck Parts Total		4623.30
		Complete System		4623.30
		Total		4623.30

DRAFT

This quotation may be subject to USTR tariff related surcharges implemented by our suppliers depending on the components included in this order.

Quote Valid Until: Sep 21, 2019
Delivery: 4 weeks ARO
FOB: Minneapolis, MN
Payment Terms: Net 30 Days, All Prices in U.S. Dollars

Page 1

Quote Provided By: Richard A Fisher

Accepted by _____ Date _____
Maine DOT

This is a conditional quotation: All terms listed above (including, but not limited to, pricing and parts) must be confirmed in writing by Certified Cyrus to validate this quotation. Certified Cyrus' standard terms and conditions apply to all quotations and confirmed purchase orders.



Certified Cyrus
7165 Boone Ave. N. Suite 190
Brooklyn Park, MN 55428
Tel: (763) 493-9380 Fax: (763) 493-9340 Job ID: 9 Section mechanical valve assembly scraper reverse
<http://www.ciruscontrols.com/>

Quotation

Date Issued: Jul 23, 2019
Customer: Maine DOT
End User: Maine DOT
Quote Number: 190722RF03
Opportunity #:
Sales Person: Richard A Fisher



Quantity	Item	Description	Unit Price	Extension
1	CUSTM-HYD NOTES	9 Section mechanical danfoss PVG 32 Valve assembly per spec		
7	HYD10312 NOTES	Hoist, Plow Lift, Wing toe, Wing heel, Wing slide, Blade up/ down, Blade Swing, Conveyor, Spinner/Broom		
1	OPTION PKG NOTES	Clevis/Arm Assy Complete PVG32 required Freight F.O.B Maine DOT required		
		Total		5149.84

DRAFT

This quotation may be subject to USTR tariff related surcharges implemented by our suppliers depending on the components included in this order.

Quote Valid Until: Sep 21, 2019
Delivery: 4 weeks ARO
FOB: Minneapolis, MN
Payment Terms: Net 30 Days, All Prices in U.S. Dollars

Page 1

Quote Provided By: Richard A Fisher

Accepted by _____ Date _____
Maine DOT

This is a conditional quotation: All terms listed above (including, but not limited to, pricing and parts) must be confirmed in writing by Certified Cyrus to validate this quotation. Certified Cyrus' standard terms and conditions apply to all quotations and confirmed purchase orders.



Certified Cyrus
7165 Boone Ave. N. Suite 190
Brooklyn Park, MN 55428
Tel: (763) 493-9380 Fax: (763) 493-9340
<http://www.ciruscontrols.com/>

Quotation

Date Issued: Jul 23, 2019
Customer: Maine DOT
End User: Maine DOT
Job ID: 10 Section electric valve assembly side dump
Quote Number: 190723RF02
Opportunity #:
Sales Person: Richard A Fisher



Quantity	Item	Description	Unit Price	Extension
1	CUSTM-HYD NOTES	10 Section electrical PVG 32 Valve assembly per spec Hoist, Plow Lift, Side Dump, Wing toe, Wing heel, Wing slide, Blade up/ down, Blade Swing, Conveyor, Spinner/Broom Clevis/Arm Assy Complete PVG32 required Freight F.O.B Maine DOT required		
8	HYD10312 NOTES			
1	OPTION PKG NOTES			
		Total		7123.14

DRAFT

This quotation may be subject to USTR tariff related surcharges implemented by our suppliers depending on the components included in this order.

Quote Valid Until: Sep 21, 2019
Delivery: 4 weeks ARO
FOB: Minneapolis, MN
Payment Terms: Net 30 Days, All Prices in U.S. Dollars

Page 1

Quote Provided By: Richard A Fisher

Accepted by _____ Date _____
Maine DOT

This is a conditional quotation: All terms listed above (including, but not limited to, pricing and parts) must be confirmed in writing by Certified Cyrus to validate this quotation. Certified Cyrus' standard terms and conditions apply to all quotations and confirmed purchase orders.



Certified Cyrus
7165 Boone Ave. N. Suite 190
Brooklyn Park, MN 55428
Tel: (763) 493-9380 Fax: (763) 493-9340
<http://www.ciruscontrols.com/>

Quotation

Date Issued: Jul 23, 2019
Customer: Maine DOT
End User: Maine DOT
Job ID: 9 Section mechanical valve assembly plow reverse
Quote Number: 190723RF04
Opportunity #:
Sales Person: Richard A Fisher



Quantity	Item	Description	Unit Price	Extension
1	CUSTM-HYD NOTES	9 Section mechanical danfoss PVG 32 Valve assembly per spec		
7	HYD10312 NOTES	Hoist, Plow Lift, plow reverse, Wing toe, Wing heel, Wing slide, Blade up/ down, Conveyor, Spinner/Broom		
1	OPTION PKG NOTES	Clevis/Arm Assy Complete PVG32 required Freight F.O.B Maine DOT required		
		Total		5168.72

DRAFT

This quotation may be subject to USTR tariff related surcharges implemented by our suppliers depending on the components included in this order.

Quote Valid Until: Sep 21, 2019
Delivery: 4 weeks ARO
FOB: Minneapolis, MN
Payment Terms: Net 30 Days, All Prices in U.S. Dollars

Page 1

Quote Provided By: Richard A Fisher

Accepted by _____ Date _____
Maine DOT

This is a conditional quotation: All terms listed above (including, but not limited to, pricing and parts) must be confirmed in writing by Certified Cyrus to validate this quotation. Certified Cyrus' standard terms and conditions apply to all quotations and confirmed purchase orders.



Certified Cyrus
7165 Boone Ave. N. Suite 190
Brooklyn Park, MN 55428
Tel: (763) 493-9380 Fax: (763) 493-9340
<http://www.ciruscontrols.com/>

Quotation

Date Issued: Jul 23, 2019
Customer: Maine DOT
End User: Maine DOT
Job ID: 10 Section electric valve assembly plow reverse
Quote Number: 190723RF05
Opportunity #:
Sales Person: Richard A Fisher



Quantity	Item	Description	Unit Price	Extension
1	CUSTM-HYD NOTES	10 Section electrical PVG 32 Valve assembly per spec		
8	HYD10312 NOTES	Hoist, Plow Lift, Plow reverse, Wing toe, Wing heel, Wing slide, Blade up/ down, Blade Swing, Conveyor, Spinner/Broom		
1	OPTION PKG NOTES	Clevis/Arm Assy Complete PVG32 required Freight F.O.B Maine DOT required		
		Total		7114.25

DRAFT

This quotation may be subject to USTR tariff related surcharges implemented by our suppliers depending on the components included in this order.

Quote Valid Until: Sep 21, 2019
Delivery: 4 weeks ARO
FOB: Minneapolis, MN
Payment Terms: Net 30 Days, All Prices in U.S. Dollars

Page 1

Quote Provided By: Richard A Fisher

Accepted by _____ Date _____
Maine DOT

This is a conditional quotation: All terms listed above (including, but not limited to, pricing and parts) must be confirmed in writing by Certified Cyrus to validate this quotation. Certified Cyrus' standard terms and conditions apply to all quotations and confirmed purchase orders.



Certified Cyrus
7165 Boone Ave. N. Suite 190
Brooklyn Park, MN 55428
Tel: (763) 493-9380 Fax: (763) 493-9340
<http://www.ciruscontrols.com/>

Quotation

Date Issued: Jul 23, 2019
Customer: Maine DOT
End User: Maine DOT
Job ID: 13Section electric valve assembly
Quote Number: 190723RF07
Opportunity #:
Sales Person: Richard A Fisher



Quantity	Item	Description	Unit Price	Extension
1	CUSTM-HYD NOTES	13 Section electrical PVG 32 Valve assembly per spec		
8	HYD10312 NOTES	Hoist, Plow Lift, Plow reverse, RWing toe, RWing heel, RWing slide, LWing toe, LWing Heel, Lwing Slide Blade up/ down, Blade Swing, Conveyor, Spinner/Broom		
1	OPTION PKG NOTES	Clevis/Arm Assy Complete PVG32 required Freight F.O.B Maine DOT required		
		Total		9973.19

DRAFT

This quotation may be subject to USTR tariff related surcharges implemented by our suppliers depending on the components included in this order.

Quote Valid Until: Sep 21, 2019
Delivery: 4 weeks ARO
FOB: Minneapolis, MN
Payment Terms: Net 30 Days, All Prices in U.S. Dollars

Page 1

Quote Provided By: Richard A Fisher

Accepted by _____ Date _____
Maine DOT

This is a conditional quotation: All terms listed above (including, but not limited to, pricing and parts) must be confirmed in writing by Certified Cyrus to validate this quotation. Certified Cyrus' standard terms and conditions apply to all quotations and confirmed purchase orders.

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES**

RFQ # 17D1907080000000000000004

Spreader Controls with Combination Display

Quotations/Responses Due: 8/7/2019 not later than 4:00 p.m. local time

Note: So all interested bidders receive the same information about the open bid opportunity, all questions and responses must be provided via the State of Maine's E-Procurement system: AdvantageME / Vendor Self Service (VSS). The Division of Purchases will not answer questions unless they are submitted through the VSS. All questions must be submitted no later than forty-eight (48) hours prior to closure date and time. Not all questions will be answered.

Lots/Lines	Attachments	Additional Information	Terms	Criteria	Events	Q & A List	Amendment History	Bulletin Board
------------	-------------	------------------------	-------	----------	--------	-----------------------	-------------------	----------------

General Instructions on Bidder Questions

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

In the event that you must contact us for any other reasons than the Q & A previously mentioned, only the Buyer listed on the Solicitation page may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

Summary

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Procurement Services ("Division") is acting on behalf of **The Department of Transportation** ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

RFQ REQUIREMENTS

1. Description of Requirements

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- Please see **Appendix B on page 13**

2. Bid Contents Requirements

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- **Appendix A:** Bid Cover Page and Debarment Form (Pages 11-12 of this document)
- **Appendix B:** Completed Specifications Responses (Pages 13-20 of this document)
- **Appendix D:** Municipality Political Subdivision and School District Participation Certification (Page 22 of this document)
- **Appendix E:** Certifications (Pages 23-25 of this document)
- **Appendix F:** MaineDOT Terms and Conditions (Pages 26-31 of this document)
- **Itemized Quote on Company Letterhead**
- **Product Data/Information Sheets – PDF Brochures**
- **Warranty Information**

3. Master Agreement Term

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start and end dates will be established by the completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Division, at their discretion, may opt to renew the contract for two renewal periods of one year each.

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	8/16/2019	8/15/2021
Renewal Period #1	8/16/2021	8/15/2023
Renewal Period #2	8/16/2023	8/15/2024

4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.

- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine's electronic procurement system: Advantage "Vendor Self Service" (VSS). More information on this system can be found at the following internet link: <http://www.maine.gov/purchases/venbid/rfq.shtml>.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the "Withdraw" button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder's response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

5. **General Instructions**

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.
- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

6. **Quotation Evaluation and Selection**

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term "Best Value" may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award decision based on the lowest price among the Bidders. Delivery days can be a factor in awarding.
- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.

- c. At the discretion of the Division, if a Bidder's submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder's submission may not be considered for contract award.
- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications most closely meet the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- e. If the specifications provided with this RFQ are of a technical nature, then the Division's RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.

7. Negotiations

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

TERMS AND CONDITIONS FOR RFQ AND CONTRACT

PART I GENERAL INFORMATION ON RFQs

A. Purpose and Background

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

B. General Provisions

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.

8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

C. Eligibility to Submit Bids

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

D. Delivery Terms

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. *Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination"*. The State intends for this to mean that all goods shall be priced in the bid response 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.

E. Alternate Bids and Approved Equals

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

F. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

PART II CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

The successful Bidder will be required to execute a contract in the form of a State of Maine Buyer Purchase Order, Contract Agreement to Purchase Services or State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services' website at the following link:

http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link: <http://www.maine.gov/purchases/info/forms.shtml>

B. Independent Capacity

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

C. Payments and Other Provisions

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders 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

1.0 MaineDOT GENERAL REQUIREMENTS

The following requirements and conditions shall be considered an essential part of the specifications and proposal.

1. Purchase of the Spreader Controls with Combination Display is subject to a Financial Assistance Agreement between the Department and the U.S. Department of Transportation.
2. All equipment bids must conform to the final approved specifications and all Federal and State laws, regulations and standards. Where these specifications and Federal and/or State laws conflict, the requirements of the Federal and/or State laws shall prevail.

APPLICABLE REGULATIONS: SEE CERTIFICATIONS REQUIRED

3. Equipment and component parts must be of the highest quality and workmanship available in the various trades and of substantial, durable, and safe construction. In all cases materials and construction of the equipment must be furnished as specified but when brand names are used in the specifications, the term “approved equal” is implied and will be considered.
4. No advantage shall be taken by the equipment manufacturer or bidder in the omission of parts or details required to make the equipment complete and ready for service even though such parts or details may not be mentioned in these specifications. All units or parts not herein contained or specified shall be manufacturer’s standard. All parts shall be new. In no case will used, reconditioned, or obsolete parts be accepted. Insofar as possible, parts and equipment in any one vehicle shall be a duplicate in manufacture, design and construction and shall be interchangeable with parts and equipment in any other equipment in the proposal.
5. The bidder shall furnish descriptive literature for the equipment being bid. This material shall be mailed along with completed documents (certifications).
6. The price quoted in any proposal shall include all items of labor, material, tools, equipment, delivery and other costs necessary to fully complete the delivery of equipment pursuant to these specifications.
7. The Division of Procurement Services/MaineDOT reserves the right to accept any quote or reject any or all quotes for any reason, including, but not limited to, the following reasons:

Quotes which take exception to the specifications without approval pursuant to (Section 3.9 Specification Certification) of the Invitation to Quote.

High lifecycle operating and maintenance costs based on evaluation of equipment performance, warranty data, and local availability of service and parts pursuant to (Section 3.4 Certification Vehicle Performance & Warranty Data).

Quotes considered not responsive due to lack of required certificates and information required in (Section 3.0 Certifications).

The Division of Procurement Services/MaineDOT reserves the right to award the Contract to the lowest responsible bidder, best value consideration, and however is in the best interest of the State of Maine.

The Division of Procurement Services and the Department reserve the right to evaluate specifications and alternates and determine equivalency.

8. Bidder shall submit the earliest possible delivery date with this Quote.
Earlier delivery dates will be given consideration during the quote selection process. In addition, penalties may be assessed for late delivery pursuant to Section F of Appendix F.

2.0 MaineDOT INSTRUCTIONS TO BIDDERS

SCOPE: The Division of Procurement Services is requesting bids on behalf of MaineDOT Fleet Services for Spreader Controls with Combination Display. MaineDOT Fleet Services requires a staggered delivery schedule, anticipating 2 to 3 trucks per month for a period of 24 months. After the contract(s) have been awarded, a firm schedule detailing the number of units and types of units that will be expected each month will be established for the first twelve months. A Purchase Order for the first 12 months of the 24-month cycle will be awarded to the successful bidder after bid evaluation.

CONTRACT PERIOD: 2 years from the date of the award.

PRICES: Prices are expected to remain firm for the 24-month contract period.

BASE PRICE CALCULATION PRODUCER PRICE INDEX ESCALATOR

Spreader Controls with Combination Display shall be at the prices quoted. These prices shall remain firm/fixed for any orders issued by MaineDOT within a period of two (2) years of contract award. The price(s) of any Spreader Controls with Combination Display ordered by MaineDOT after the initial two (2) year firm/fixed price period shall be that quoted (Base Order Prices) plus/minus any change which will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (“PPI”) **Category 1143, “Fluid Power Equipment”**. The change in this index will be used to adjust the Base Order Prices. However, in no event will the price(s) for any purchase order release exceed, by more than five percent (5%) increase over the remaining three (3) years of the five (5) year contract.

Simple Percentage Method.

One method of price adjustment is to have the base price changed by the same percentage as the percent change in a selected PPI. To illustrate, suppose that a contract escalation clause called for using the intermediate demand PPI titled Materials and components for manufacturing, not seasonally adjusted. Also suppose that the value of this index was 178.4 for December 2010, the month that corresponds with the base price for escalation, \$1,000 per unit. Twelve months later, when December 2011 data were released and the first stipulated price adjustment was to be made, the index value for December 2011, published mid-January 2012, was 187.7. The percent change represents an increase of 5.2 percent in the index for Materials and components for manufacturing and a \$52 per unit increase in the price for the escalated product. (See below.)

Index at time of calculation, December 2011: 187.7
Divided by index at time base price was set, December 2010: 178.4
Equals 1.052

Base price	\$1,000
Multiplied by	1.052
Equals adjusted price	\$1,052

All future releases, including the equipment modification(s), will be priced based upon the new revised Base Award Price.

Note: This is an example only to indicate how the PPI Calculated Pricing will be determined for Option Year Orders.

NOTE: The State of Maine reserves the right to evaluate alternates and determine equivalency.

ORDERING PROCEDURE: Delivery Order(s) will be issued upon award for the determined number of units and accessories to be purchased. At any time during the contract period if it is determined that more units are needed; the awarded Purchase Order(s) will be amended to reflect the new quantity and price.

Upon award of bid and before delivery of vehicles or equipment MaineDOT must receive a complete list of parts containing part description, manufacturers part number etc. for the entire vehicle or equipment including any or all accessories which are supplied as part of the bid. This does not relieve the bidder from supplying repair or other manuals as required in the individual specification.

CANCELLATION OF CONTRACT: The State of Maine Division of Procurement Services reserves the right to cancel a contract with a thirty-day written notice or cancel immediately if the contractor does not conform to terms and conditions of contract.

Appendix A

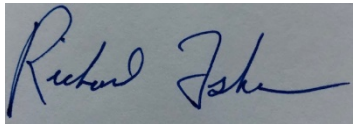
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Certified Cirrus Control Systems, a division of Certified Power, Inc.		
Chief Executive - Name/Title: Tim Beres		
Tel: 763-251-8653	Fax: 763-493-9340	E-mail: tberes@certifiedpower.com
Headquarters Street Address: 970 Campus Drive		
Headquarters City/State/Zip: Mundelein, IL 60060		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Rick Fisher		
Tel: 443-831-2358	Fax: 763-493-9340	E-mail: rfisher@certifiedcirrus.com
Street Address: 7165 Boone Ave. N., Suite 190		
City/State/Zip: Brooklyn Park, MN 55428		

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: Rick Fisher	Title: Sr, Business Development Executive
Authorized Signature: 	
Date: 7-18-19	

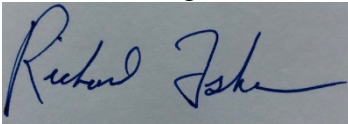
Debarment, Performance, and Non-Collusion Certification

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: Rick Fisher	Title: Sr. Business Development Executive
Authorized Signature: 	Date: 7-18-19

Appendix B

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

DETAILED SPECIFICATIONS

RFQ # 17D1907080000000000000004

Spreader Controls with Combination Display

Please download this document to your desktop, fill out required sections, and attach to your response in VSS, along with requested documents. (Attachment maximum size is 2mb each!) For your electronic response in VSS, please put the total price of one unit in the unit price field and enter the delivery days.

The following items are Required and must be Attached to your bid in the Vendor Self Service (VSS):

- **Appendix A:** Bid Cover Page and Debarment Form (Pages 11-12 of this document)
- **Appendix B:** Completed Specifications Responses (Pages 13-20 of this document)
- **Appendix D:** Municipality Political Subdivision and School District Participation Certification (Page 22 of this document)
- **Appendix E:** Certifications (Pages 23-25 of this document)
- **Appendix F:** MaineDOT Terms and Conditions (Pages 26-31 of this document)
- **Itemized Quote on Company Letterhead**
- **Product Data/Information Sheets – PDF Brochures**
- **Warranty Information**

Bids missing these required documents may be rejected.

INTENT

The purpose and intent of this specification is to describe Spreader Controls with Combination Display. It must be a rugged design and construction throughout in order to deliver dependable service, with optimum performance and production capabilities. The Spreader Controls with Combination Display must be of latest design and manufacturer and in current production. All standard features advertised shall be included whether asked for or not within these specifications. The Maine Department of Transportation (MaineDOT) will be outfitting Twenty-nine (29) units. Twenty-one (21) Regular Cab tandem axles, Six (6) Regular Cab and Two (2) Crew Cab single rear-axle. The spreader system will be used in Maine DOT plow trucks, with an option to outfit up to Thirty more units in 2020-2022. MaineDOT is accepting bids, in compliance with the following specifications, for equipment to be purchased for this work.

COMPLETENESS

The price quoted in any proposal submitted shall include all items of labor, materials, and other costs necessary to fully complete the manufacture and delivery of the Spreader Controls with Combination Display pursuant to these specifications. Any part or detail which makes the Spreader Controls with Combination Display system complete and ready for service shall not be omitted, even though such part or detail is not mentioned in these specifications.

CONFORMITY

All parts not specified shall be manufacturer's best quality and shall conform in materials, design, or workmanship to the best practice known in the Spreader Controls with Combination Display industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all cab control systems provided by the manufacturer should be interchangeable.

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

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

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

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.

The following abbreviations must be used:		<table border="1"><tr><td>X</td><td>Standard or as specified</td></tr><tr><td>N/A</td><td>Not Available</td></tr><tr><td>DI</td><td>Dealer Installed</td></tr><tr><td>AE</td><td>Approved Equal</td></tr></table>			X	Standard or as specified	N/A	Not Available	DI	Dealer Installed	AE	Approved Equal
X	Standard or as specified											
N/A	Not Available											
DI	Dealer Installed											
AE	Approved Equal											
	1.0 SPREADER CONTROLLER	Abbreviation	Actual Dimension	Notes								
1.1	The spreader controller: Cirus System preferred or approved equal, capable of operating a granular spreader with auger/conveyor, spinner, pre-wetting system, and a liquid anti-icing system with 3 booms, allowing individual boom selection in a single or dual tier arrangement. Each function shall operate individually or simultaneously without additional controller hardware.	X										

1.2	<p>Spreader control system shall be capable of ground speed orientated closed or open loop operation for all four channels (conveyor, spinner, pre-wet and direct liquid). Controller will be capable of spreading material through either linear spreading (i.e. gals and lbs/mi) or area spreading (gals and lbs/lane mile). The controller shall be capable of adjusting the application rate automatically and in correlation to measured road temperature, based upon user-defined thresholds when applying either, or both, granular and liquid materials. System shall provide a means for the operator to reset and/or indicate current volume of liquid in anti-ice and pre-wet tank(s) as part of power-up routine. System shall display current liquid volume in tank(s) while pre-wet and/or anti-ice system is active.</p>	X		
1.3	<p>Spreader controller shall have a multi-line display that shall not washout in the daylight and remain clear and visible at night. Display – Material Control System shall incorporate a TFT color display screen with anti-reflective coating.</p> <ul style="list-style-type: none"> • Screen Size – minimum 4” x 10” Colored • Screen Resolution minimum– 320 x 240 • Contrast Ratio – 200:1 • Viewing Angle – plus/minus forty-five degrees (+/- 45 degrees) horizontal, plus/minus thirty degrees (+/-30 degrees) vertical. • Operating Temperatures – minus forty degrees (-40 degrees) to plus one-hundred eighty-five degrees (+185 degrees) Fahrenheit. • Lighting - To insure longevity of performance, display lighting shall be solid-state LED technology. The use of incandescent lamps or EL backlighting is unacceptable. • Adjustable Screen Illumination – Shall be capable of operator adjustable or system automatic adjustable for adjusting the 	X		

	<p>brightness of the display screen contrast for day/night operating conditions.</p> <p>The display shall be capable of simultaneously displaying granular, pre-wet and anti-ice application rates as well as air and pavement temperatures from a Road Watch pavement temperature sensor. The display shall also be capable of showing data from other sensors and controls, such as joystick functions for controlling hydraulics, GPS data, actual ground speed and all active alarms.</p>			
1.4	<p>Spreader controller must provide “on-screen help” documentation of all main operating functions as well as on-screen diagnostics for system issues. On-screen help shall be sufficient to enable users to operate the system by following the on-screen instructions, without referring to the printed operations manual.</p>	X		
1.5	<p>System shall alarm either audibly or visually for the following conditions: off rate, sensor failure, low liquid remaining, low liquid flow shut off. Troubleshooting the entire system electronically and hydraulically shall be accomplished without the use of any tools.</p>	X		
1.6	<p>System shall provide ten customizable application rates in each granular, anti-ice, and pre-wet materials. Controller must provide the ability to name each material. Rate increments shall be settable for each material.</p>	X		
1.7	<p>The controller shall offer multiple layers of access control to set up files:</p> <ol style="list-style-type: none"> 1) System shall provide ten customizable application rates in each granular, anti-ice, and pre-wet materials. Controller must provide the ability to name each material. Rate increments shall be settable for each material. 	X		

	<p>2) System shall provide ten customizable application rates in each granular, anti-ice, and pre-wet materials. Controller must provide the ability to name each material. Rate increments shall be settable for each material.</p> <p>3) Laptop computer access control for higher security.</p>			
1.8	The controller shall have a “Blast” feature that is capable of operating as: latched on, timed on or momentary on. Blast is active only while operator is activating Blast the switch/button and is disabled in the absence of a ground speed signal. The controller will default to the pause mode upon start-up of the system to prevent spreading in the yard or shop.	X		
1.9	Wiring Design: The system controller shall have one wire, from each hydraulic valve coil wired to a common ground point. The system must supply pulsed +12-volt power to the other lead for each individual valve coil with male Deutsch connector. For safety reasons, grounding or cutting any wire at any point between any valve coil and the controller will be unacceptable. All connections outside the cab shall have a minimum IP69 connection.	X		
1.10	The spreader controller shall be capable of collecting time, date and location stamped events for all operating modes, errors and alarms, and for all material dispensed. Also, the system shall be capable of recording digital or analog data that comes from up to four (4) sensors (such as granular hopper level, gate height opening, granular material flow, plow position, hydraulic pressure, etc). The spreader control system shall be capable of collecting and storing position data directly from a standard GPS antenna without additional hardware and shall collect and store temperature data from a Road Watch temperature sensor, at a minimum.	X		

	2.0 DATA COLLECTION	Abbreviation	Actual Dimension	Notes
2.1	System must incorporate an Ethernet based platform and contain at least 512 megabytes of non-volatile memory on board and have capacity to store spreading data for a minimum of 100 days (twenty-four hundred continuous hours).	X		
2.2	Spreader control system must be capable of automatically downloading data wirelessly to a base station computer. The wireless must conform to the industry Wi-Fi standard of 802.11(b) and (g) and must be off-the-shelf product purchasable in any computer parts store (i.e. Staples, Best Buy, etc...). Spreader control specific systems are not acceptable. The system must be capable of downloading data at a minimum of 1.5 KBPS per second. System must store downloaded data in an open format that is compatible with the standard data input format for GJS systems ("shape file format").	X		
2.3	Spreader control system must be able to output its data in a standard serial data stream format to any brand AVL system that is able to accept serial data.	X		
2.4	All bidders must supply documentation verifying the use of this technology in the product supplied for this bid as being utilized successfully in the market for a period not less than three (3) years.	X		
	3.0 CABLES	Abbreviation	Actual Dimension	Notes
3.1	The system shall include IP69 and NEMA 6 standards: connections for all "outside the cab" connections. All connectors shall be rated as "6x" – dust proof. All connectors shall be rated as "x9" – protected against the effects of permanent submersion in water as well as able to show no corrosion after 500 hours in a 35C salt spray.	X		

3.2	16' (foot) TS-1000-M5 Sensor Main Cable 4 port (Patrols)	X		
3.3	20' (foot) TS-2101 Extension Cable Male/Female Ends (Patrols)	X		
3.4	30' (foot) TS-8000) Main Trunk Cable (Wheeler)	X		
3.5	10' (foot) TS-8001 Sensor Cable w/ 4 Port Junction Box (Wheeler)	X		

NOTE: Item will be based upon the specific components on individual trucks. These will include some combination of the following: plow up/down, plow left/right, front wing, rear wing, shelving, dump body, under-body scraper, spinner, auger and pre-wet.

Standalone Spreader Control, in compliance with the attached specifications and including all necessary wiring, sensors, sensor pigtails, junction boxes, power cable(s), liquid pump driver(s), Road Watch SS Road Temperature Sensor with Adapter, GPS Y-cable, Cube style CPU enclosure and data storage.

Wheeler price per system: \$ **4692.09**

Patrol price per system: \$ **4483.63**

Pricing information required with bid

	4.0 WARRANTY	Abbreviation	Actual Dimension	Notes
4.1	Manufacturer's standard warranty of one (1) year free of defects.	X		
4.2	Please state warranty terms and conditions with bid proposal	X		
4.3	Manufacturer's warranty will start with the "in service date" provided by MaineDOT.	X		
	5.0 GENERAL	Abbreviation	Actual Dimension	Notes
5.1	Bidders shall supply a specification sheet with their bid proposal.	X		
5.2	Exception to specifications shall be listed on a separate sheet 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 listed.	X		

5.3	All bid proposals will include shipping and delivery to Maine 66 Industrial Drive, Augusta Maine 04330.	X		
5.4	Delivery schedule and packaging instructions will be discussed with awarded bidder at the MaineDOT Fleet Services preproduction meeting.	X		

Enter Delivery Days ARO:_____

Please include F.O.B. Destination shipping/delivery in your bid pricing!

Appendix C

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

COST RESPONSE

RFQ # 17D1907080000000000000004

Spreader Controls with Combination Display

All responses to this RFQ will require a cost quotation response, in a format selected by the State of Maine. That format is described below.

Prices are to be net including transportation charges fully pre-paid by the contractor, FOB destination and include all installation costs (unless asking for item(s) only).

All bids must be entered in the Vendor Self Service (VSS).

Please download this document and the attached Excel spreadsheet to your desktop. Fill out the required sections of this document and the attached spreadsheet. Attach both to your response in VSS along with all other requested documents. For your electronic response in VSS, please put “0” in the unit price field. Failure to do this may result in disqualification of your bid.

REQUESTED RETURNED DOCUMENTS:

The following items are Required and must be Attached to your bid in the Vendor Self Service (VSS):

- **Appendix A:** Bid Cover Page and Debarment Form (Pages 11-12 of this document)
- **Appendix B:** Completed Specifications & Cost Responses (Pages 13-18 of this document)
- **Appendix D:** Municipality Political Subdivision and School District Participation Certification (Page 20 of this document)
- **Appendix E:** Certifications (Pages 21-23 of this document)
- **Appendix F:** MaineDOT Terms and Conditions (Pages 24-29 of this document)
- **Itemized Quote on Company Letterhead**
- **Product Data/Information Sheets – PDF Brochures**
- **Warranty Information**

Bids missing these required documents may be rejected.

Please include F.O.B. Destination shipping/delivery in your bid pricing!

All attachments must be smaller than 2MB in size

Appendix D

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

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

RFQ # 17D1907080000000000000004

Spreader Controls with Combination Display

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

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

X Yes

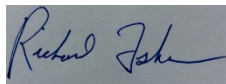
Yes, with conditions as follows:

No

Name of Company: Certified Cirrus Control Systems, a division of Certified Power, Inc.

Address: 7165 Boone Ave. N., Suite 190, Brooklyn Park, MN 55428

Signature:



Date: 7-18-19

RFQ # 17D1907080000000000000004

Spreader Controls with Combination Display

CERTIFICATIONS

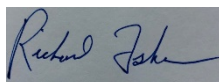
1.0 NONCOLLUSION BIDDING CERTIFICATION

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

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

7-18-19
Dated

Rick Fisher
Printed name of Person Bidding



Authorized Signature

Sr. Business Development Executive
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**: Certified Cirrus Control Systems

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)**

See attached warranty statement

3. **EQUIPMENT INFORMATION:**

YEAR: 2019 EQUIPMENT MAKE: Cirrus Brand

EQUIPMENT MODEL: Spread Smart RX

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

X

5. **BASIC EQUIPMENT WARRANTY DESCRIPTION**

See attached warranty statement

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: 9 Green St. Skowhegan, Me 04976

ADDRESS 2:

ADDRESS 3:

ADDRESS 4:

ADDRESS 5:

CONTACT NAME: Dan Matchett TELEPHONE: 207-858-7612

EQUIPMENT PARTS PROVIDER: H.P. Fairfield

ADDRESS: 9 Green St

CONTACT NAME: Dan Matchett TELEPHONE: 207-858-7612

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

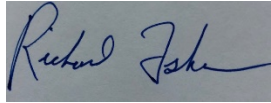
Bidder certifies that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid.

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

State of Maine RFQ #17D1907080000000000000004

Rev. 2/5/2019

7-18-19
Dated



Signature

Rick Fisher
Print Name

Inc. Certified Cirrus Control Systems, a division of Certified Power,
Company Name

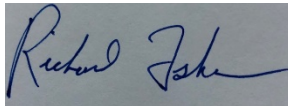
3.0 SPECIFICATION COMPLIANCE

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.

7-18-19
Dated

Rick Fisher
Printed name of Person Bidding



Authorized Signature

Sr. Business Development Executive
Title

RFQ # 17D1907080000000000000004

Spreader Controls with Combination Display

MaineDOT TERMS AND CONDITIONS

A. AGREEMENT

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

B. INDEPENDENT CAPACITY

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

C. STATUS REPORTS

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

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

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

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

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

D. PAYMENT AND OTHER PROVISIONS

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

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

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

E. WARRANTY

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

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

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

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

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

F. DAMAGES

Time is of the essence in the delivery of the equipment specified herein, and in event of delay(s) in the delivery of the equipment beyond the date set forth in the Agreement, or beyond authorized extensions thereof MaineDOT may impose liquidated damages. Because it is difficult to determine the actual amount of the damage by reason of such delay it is therefore agreed that the Vendor will pay the sum of **five hundred twenty-five dollars (\$525.00)** per unit for each calendar day(s) delay in delivery as liquidated damages and not as a penalty.

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor

or may be recovered by through any lawful means.

G. SET-OFF RIGHTS

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

H. FORCE MAJEURE

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

I. INDEMNIFICATION

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

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

J. DEFAULT, TERMINATION

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

proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor' delivery of information technology services, then MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).

- iv. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
- v. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

K. DELIVERY AND ACCEPTANCE

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

- i. Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- ii. Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- iii. The Vendor will contact MaineDOT Fleet Services 24 hrs. prior to delivery with an estimated time of arrival.
- iv. Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- v. When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.

- vi. Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

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

L. RIGHT TO SUSPEND WORK

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

M. COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS

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

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

N. CLAIMS AND DISPUTES

General

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

Negotiation with MaineDOT's Fleet Representative

The Vendor shall promptly notify MaineDOT's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and MaineDOT's Fleet Representative shall promptly negotiate in good faith to resolve the dispute. MaineDOT's Fleet Representative will promptly issue a decision.

Review by Director

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

Dispute Resolution

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

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

O. CONTROLLING LAWS

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

Laws to Be Observed

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

P. ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT

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

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

Q. SEVERABILITY

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

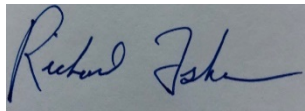
R. NON-WAIVER

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

Name of Company: Certified Cirrus Control Systems, a division of Certified Power, Inc.

Address: 7165 Boone Ave. N., Suite 190, Brooklyn Park, MN 55428

Signature:



Date: 7-18-19



Certified Cyrus
7165 Boone Ave. N. Suite 190
Brooklyn Park, MN 55428
Tel: (763) 493-9380 Fax: (763) 493-9340
http://www.ciruscontrols.com/

Quotation

Date Issued: Jul 21, 2019
Customer: Maine DOT
End User: Maine DOT
Job ID: SSRX 7 key pad Wheeler
Quote Number: 190711RF04
Opportunity #:
Sales Person: Richard A Fisher



Quantity	Item	Description	Unit Price	Extension
1	N0SSRXM7K00SAT	SpreadSmart Rx M 7" Color KP-SA (NO DISP BRKT) Spreader Control		
1	000950.8-Assy	7" RAM Display Mount Assembly-7.3" height Auger w/sensor cable; Spinner; Prewet (electric);		
1	000961.8-Assy	2 Xtech Cube Style encl Assy		
1	TS-2018	4 Port Hyd Output Cable 6 meters (19.7 ft.)		
2	TS-2020	Hydr Cable-M12 to Deutsch 29"		
1	MEPW102	Elec Prewet Amplifier Mod-30A		
1	TS-8000	Main Trunk Sensor Cable-9 pin--10 meter (32.8 ft)		
1	TS-8001	4 Port Sensor Jnc Bx-9 pin--2.8 meter (9 ft)		
1	TS-2005	78.7" Sensor cable M12 to M12w LED-Auger		
1	RWSO1001M	RoadWatch for SSRx Mini		
1	TS-2101	20' M-F M12 to M12 Ext. Cable required		
1	NOTES			
1	GPSR01M	GPS for SSRx Mini		
1	NOTES			
1	0205165	6" DB9 Y cable for GPS/Temp		
1	NOTES			
1	TS-2007B	Sensor pigtail Weatherpak		
1	NOTES			
1	PPS101	Prox Pos Sensor & Cable		
1	NOTES			
1	OPTION PKG	Plow positioning		
1	NOTES	freight F.O.B Maine DOT		
		*		
		Total		4692.09

This quotation may be subject to USTR tariff related surcharges implemented by our suppliers depending on the components included in this order.

Quote Valid Until: Sep 19, 2019
Delivery: 8 weeks ARO
FOB: Minneapolis, MN
Payment Terms: Net 30 Days, All Prices in U.S. Dollars

Page 1

Quote Provided By: Richard A Fisher

Accepted by _____ Date _____
Maine DOT

This is a conditional quotation: All terms listed above (including, but not limited to, pricing and parts) must be confirmed in writing by Certified Cyrus to validate this quotation. Certified Cyrus' standard terms and conditions apply to all quotations and confirmed purchase orders.



Certified Cirrus
7165 Boone Ave. N. Suite 190
Brooklyn Park, MN 55428
Tel: (763) 493-9380 Fax: (763) 493-9340
http://www.cirruscontrols.com/

Quotation

Date Issued: Jul 21, 2019
Customer: Maine DOT
End User: Maine DOT
Job ID: SSRX 7 key pad patrol
Quote Number: 190711RF03
Opportunity #:
Sales Person: Richard A Fisher



Quantity	Item	Description	Unit Price	Extension
1	N0SSRXM7K00SAT	SpreadSmart Rx M 7" Color KP-SA (NO DISP BRKT) Spreader Control		
1	000950.8-Assy	7" RAM Display Mount Assembly-7.3" height Auger w/sensor cable; Spinner; Prewet (electric);		
1	000961.8-Assy	2 Xtech Cube Style encl Assy		
1	TS-2018	4 Port Hyd Output Cable 6 meters (19.7 ft.)		
2	TS-2020	Hydr Cable-M12 to Deutsch 29"		
1	MEPW102	Elec Prewet Amplifier Mod-30A		
1	TS-1000	39 ft. Sensor Main Cable		
1	TS-2005	78.7" Sensor cable M12 to M12w LED-Auger		
1	RWSO1001M	RoadWatch for SSRx Mini		
1	TS-2101	20' M-F M12 to M12 Ext. Cable required		
1	TS-1000-M5	Sensor Main Cable-No M23-16ft in lieu of standard TS-1000		
-1	TS-1000	39 ft. Sensor Main Cable not required		
1	GPSR01M	GPS for SSRx Mini required		
1	0205165	6" DB9 Y cable for GPS/Temp required		
1	TS-2007B	Sensor pigtail Weatherpak required		
1	PPS101	Prox Pos Sensor & Cable		
1	OPTION PKG	Plow positioning freight F.O.B Maine DOT *		
		Total		4483.63

This quotation may be subject to USTR tariff related surcharges implemented by our suppliers depending on the components included in this order.

Quote Valid Until: Sep 19, 2019
Delivery: 8 weeks ARO
FOB: Minneapolis, MN
Payment Terms: Net 30 Days, All Prices in U.S. Dollars

Page 1

Quote Provided By: Richard A Fisher

Accepted by _____ Date _____
Maine DOT

This is a conditional quotation: All terms listed above (including, but not limited to, pricing and parts) must be confirmed in writing by Certified Cirrus to validate this quotation. Certified Cirrus' standard terms and conditions apply to all quotations and confirmed purchase orders.

Preventative Maintenance Schedule

Spread Smart RX™

1. Every 3 months:
 - a) Visually inspect in-cab cable routings, making sure all cables are intact and not damaged or exposed to possible impact outside standard processor enclosure.
 - b) Cycle power to unit, making sure the display properly powers up and goes into Pause Mode.
 - c) While unit is powered up, visually verify the sensor cable LED power indicator is illuminated, indicating sensor is receiving power.
 - d) Power cycle unit off if unit passes this inspection.

2. Annually:
 - a) Prior to each winter season, perform 3-Month Inspection (above).
 - b) Ensure no one is in the way of any moving conveyors or spinners.
 - c) Bring truck engine RPM up to 1000 RPM's.
 - d) Place the unit into Test Mode.
 - e) Using the Auger Rate Paddle Switch, increase the percentage and take unit out of Pause.
 - f) Conveyor should be moving; verify the display is showing pulses generated for conveyor.
 - g) Using the Spinner Toggle Switch, increase percentage and verify spinner is moving.
 - h) Using the Pre-Wet Toggle Switch, increase percentage until liquid is coming out.
 - i) Once all these functions have been verified, power cycle the unit off.
 - j) If any of these steps failed to produce movement, refer to Service Manual for troubleshooting.
 - k) Make the necessary repairs or adjustments.



Precision controls for powerful spreader performance

When it comes to electronic spreader controls, your winter maintenance vehicles require accuracy, power and performance. Offering sophisticated technology such as temperature-controlled spreading, integrated load and rate management and Wi-Fi data transfer compatibility, the SpreadSmart Rx™ provides industry-leading precision and easy operation. What's more, the SpreadSmart Rx is designed with AVL ready hardware providing capacity to advance your system technology as needed.

SPREADSMART RX

- The most versatile spreader control in the industry
- 4 channels, closed loop, ground-speed oriented, granular, pre-wet, anti-ice control
- Optional 8 channels, closed loop, ground-speed oriented, granular, pre-wet, anti-ice control for tow plow applications
- Multiplex/CAN bus communication
- Temperature-triggered spreading control
- Proportional closed-loop gate control
- On-board diagnostics tools
- AVL ready



LCD display



7" color display



10" dual camera touch display front view



10" dual camera touch display backup view



Toggle keypad



Membrane keypad



SpreadSmart Rx CPU



SpreadSmart Rx™

Electronic spreader control systems

PRODUCT SUMMARY

- 4 channel, ground speed oriented, open/closed-loop controller with data logging and optional Wi-Fi data transfer
- Prescription spreading using live road temperature data and/or by programmed rates

PRODUCT APPLICATION

- Auger/conveyor, spinner, pre-wet and anti-icing (3 booms x 2 tiers)

SPREADING PRECISION

- Industry-leading spreading precision in closed-loop and open-loop operation

SINGLE OR MULTIPLE LANE WIDTH SETTINGS

- Area spreading in lbs/gal per lane mile (auto adjusts rate for > 1 lane spreading)
- Linear spreading in lbs/gal per mile (operator controls spinner)

SPREADING RATE DEFINITIONS

- Customized application rates for granular, pre-wet and anti-icing
- 10 types for granular, 10 types for pre-wet, 10 types for anti-ice

TEMPERATURE-LINKED SPREADING PRESCRIPTIONS

- Temp Response™ integrates road temperature sensor, controlling granular and liquid application automatically

LOAD AND RATE CALCULATOR AND MATERIAL REMAINING

- Calculates granular and liquid requirements for each route (miles) and automatically sets system rates per that calculation
- Auto mode then includes indication for miles, tons, gallons and % remaining

PROPORTIONAL GATE CONTROL

- Control of optional closed-loop hydraulic gate height and conveyor speed

ENGLISH AND METRIC UNITS STANDARD

- System operates in English or metric units

DATA LOGGING BY MATERIAL NAME FOR BILLING

- Select specific application rate definitions and related data logging for specific purpose (i.e., state vs. county vs. city roads)

STORM AND SEASON TOTALS

- System logs application amounts by rate definition for the storm and the season (storm total is operator resettable)

AVL READY

- Compatible with many brands of radio and cell phone AVL systems

SYSTEM SET-UP WIZARD

- On-screen, step-by-step programming and troubleshooting

ON-SCREEN DIAGNOSTICS AND HELP MENU

- System diagnostics available on screen for settings, software, memory, GPS, distance meter
- Easy-to-follow instructions for use of all parameters shown in "help menu"

BLAST AND PASS (PAUSE)

- Blast is programmable (on/off, timed, momentary)
- Pass (pause spreading temporarily)
- Remote blast and remote pass accessible

SIGNAL COMMUNICATIONS

- Multiple frequency settings for valve compatibility
- Multiplex/CAN bus communication

POWER SAFETY

- Power Safe™ signals prevent random grounds powering any hydraulics system attached (auger, spinner, conveyor, etc.)
- Channel Safe™ detects and protects against open or short circuits on hydraulic drive channels
- Minimum: 11 Volts DC; Maximum 15 Volts DC

SYSTEM DISPLAY OPTIONS

- White/blue LCD: 8 lines, 40 characters/line
- 7" color TFT: 16 lines, 40 characters/line
- Optional 7" TFT touch-screen control

SYSTEM MOUNTING

- Seat or pedestal mount
- Standalone or dash mount for display

WARNING INDICATORS

- Visible (on display) and audible (buzzer)

OPTIONAL EQUIPMENT

- GPS antenna
- Road and air temperature sensor
- Drive by Download™ system
- Gate height sensor, gate height position, hopper level



Minneapolis, MN
763-493-9380

St. Louis, MO
314-344-3300

Des Moines, IA
515-244-7411

Chicago, IL
847-573-3800

Toledo, OH
419-873-7411

www.certifiedcirrus.com

2017 Limited Warranty

WHAT AND WHO IS COVERED?

This warranty covers all defects in materials or workmanship in your Certified Cirrus Control Systems products or equipment under normal use, maintenance and service. This warranty coverage applies only to the original owner and is not transferable.

HOW LONG IS THE WARRANTY PERIOD?

This warranty coverage runs for a period of one year from the date of initial installation (or 13 months from date of shipment from Certified Cirrus Control Systems), whichever occurs first. Replacement parts are warranted for the remaining portion of the original warranty period or 30 days from date of shipment from our factory (whichever is greater).

HOW CAN YOU GET SERVICE?

Certified Cirrus Control Systems' obligation under this warranty is limited to repairing and/or replacing, at our option, any part or parts that are determined by Certified Cirrus Control Systems to be defective. To be eligible for any claim under this warranty, the owner (or Certified Cirrus Control Systems authorized dealer) must return any defective part(s) to the factory within the applicable warranty period (as set out above).

WHAT WILL WE DO?

Certified Cirrus Control Systems may, at its option, elect to grant adjustments in the field through an authorized representative and may thereby elect to waive the requirement that parts be returned to Certified Cirrus Control Systems' factory. The repair or replacement of defective parts under this warranty will be made without charge to the owner except for transportation of the part to our authorized repair location.

WHAT IS NOT COVERED UNDER THIS WARRANTY?

Certified Cirrus Control Systems will not assume any expense or liability for repairs made outside our plant without our prior written consent. We are not responsible for damage to any associated equipment or product and will not be liable for loss of time, profit, inconvenience, commercial loss or direct consequential, special or incidental damages.

The provisions of this warranty do not apply to any product or parts which have been subject to misuse, negligence or accident, or which have been repaired or altered outside of Certified Cirrus Control Systems' factory in any way (in the judgment of Certified Cirrus Control Systems) so as to affect adversely its performance or reliability. Neither does this warranty apply to normal maintenance service and parts or to normal deterioration due to wear and exposure.

This warranty is expressly in lieu of other warranties, expressed or implied, in fact or by law, including any implied warranty of merchantability of fitness for a particular purpose. The remedies of repair or replacement as set forth are the only remedies under this warranty; Certified Cirrus Control Systems disclaims any obligations or liability for loss of time, profit, inconvenience, commercial loss or direct consequential, special or incidental damages. This warranty is in lieu of any other obligation or liability of Certified Cirrus Control Systems of any nature whatsoever by reason of the manufacture, sale, lease or use of such products, and Certified Cirrus Control Systems neither assumes, nor authorizes anyone to assume for it any other obligation or liability in connection with such products.

Sample Municipal Specification Text for Electronic Spreader Controls

Cirus Product: *SpreadSmart Rx* TM

1. **Multi-Spread Function Capability:** the system controller must be capable of operating
 - a. Granular spreader with auger/conveyor and spinner;
 - b. Pre-wetting system;
 - c. 3 Boom, 2 Tier Anti-Ice systems.
 - d. **Each function operates individually or simultaneously without additional hardware.**
2. **Closed and Open Loop with Linear or Area Spreading Function.**

The system controller shall be capable of operating each of its four functions in closed or open sensor loop modes. Each function can be automatically operated in linear spreading (pounds per mile) or area spreading (pounds per lane mile).
3. **Temperature Correlated Spreading Prescription:** The system controller shall be capable of:
 - a. **Temp Response** TM mode operating in correlation to measured road temperature. (Spreading prescription automatically changes in response to changes in measured road temperature using a supervisor settable, “5 set point” temperature range spreading prescription).
4. **Spinner Capability:**
 - a. The system controller shall be capable of ground speed oriented, closed loop control of a “standard” single or dual spinner (operated as slave) configuration.
5. **Liquid System Capacity and Status**
 - a. System shall provide means to input capacity of up to two liquid tanks during setup.
 - b. System shall provide a means for operator to reset and/or input data indicating current volume of liquid in anti-ice and pre-wet tank(s) as part of power-up routine.
 - c. System shall display current liquid volume in tank(s) while pre-wet and/or anti-ice system is active.
6. **Anti-Ice System**
 - a. The system controller shall be capable of managing of up to three-boom operation with individual boom selection.
 - b. The system controller shall be capable of automated, speed-coupled selection of two tiers for each boom with paired control.
 - c. All boom and tier controls shall be ground speed coupled so that all valves close automatically at zero ground speed, and open automatically at non-zero ground speed.
7. **Power Safe** TM **Wiring Design:** The system controller shall have one lead from each hydraulic valve coil wired to a common ground point. The system must supply pulsed +12 volt power to the other lead for each individual valve coil. For safety reasons, grounding or cutting any wire at any point between any valve coil and the controller must not cause any valve to actuate.
8. **Cable Overview:** The system shall include IP68 rated connections for all “outside the cab” connections.
 - a. All connectors shall be rated as “6x” – dust proof;
 - b. All connectors shall be rated as “x8” – protected against the effects of permanent submersion in water as well as showing no corrosion after 500 hours in a 35C salt spray.
9. **Integrated operating instructions available on screen:** The system controller must provide on-screen help documentation of all main operating functions. On-screen help must be automatically updated when any new system software is loaded. On-screen help shall be sufficient to enable users to operate the system by correctly following the on screen instructions, without referring to the printed operations manual.
10. **System Display:**
 - a. Spreader controller shall have a single 7” Color TFT Display. Display shall be remotely mounted with adjustable swivel bracket. Display shall be capable of simultaneous display of Granular, Pre-Wet, and Anti-Ice application rates. Display shall also show other sensors (Temp, GPS, etc) as well as actual ground speed and all active alarms.

- b. Display shall be capable of simultaneous display of Granular, Pre-Wet, and Anti-Ice status shows actual application rate of material being spread as reported by sensors.
 - c. Any rate toggle actuation shall cause the display to respond accordingly: The first touch shall cause the display to show the current rate set point. The second and all subsequent toggle actuations shall increase or decrease the current rate set point as directed.
 - i. Display shall show actual ground speed;
 - ii. Display shall show all active alarms;
 - iii. Display show data from other sensors (pressure, temp, GPS, gate height, etc).
- 11. Alarms, audio and/or visual:**
 - a. System shall alarm for the following conditions: off rate, sensor failure, low liquid remaining, low liquid flow shutoff:
- 12. Application Rates**
 - a. System shall provide capacity for up to 10 supervisor settable materials in each of Dry, Anti-Ice, & Pre-Wet systems.
 - b. System must provide for supervisor settable ability to name each with five characters.
 - c. Rate increments shall be individually settable for each application rate.
 - d. Supervisor settable ability to display truck speed in MPH or KPH.
 - e. Supervisor settable display for material disbursed by weight or volume per unit area.
- 13. Blast Features during Ground Speed Triggered Operation**
 - a. Blast calibration shall be settable during setup/calibration.
 - b. Blast shall be capable of operating in the following three modes:
 - i. Latched On – press Blast switch and Blast stays on until operator presses Pass.
 - ii. Timed On – press Blast switch and Blast stays on for a specific time while the truck is moving (time is supervisor settable).
 - iii. Momentary On – Blast is active only while operator is activating Blast switch.
 - c. Blast shall be disabled in absence of ground speed signal.
 - d. Wet blast shall be disabled if all booms are deselected.
- 14. Pass Feature**
 - a. The Pass feature shall be activated via the same 3-position paddle switch.
 - b. Pass shall be capable of operating in the following mode only:
 - i. Latched On – Press “pass” switch and all spreading stops until operator presses “pass” switch again. Spreader will then return to current application rate.
- 15. Data Storage and Data Download**
 - a. **Types of Data - system must be capable of storing and downloading:**
 - i. **Spreading data:** system shall be capable of collecting time and date stamped events for all normal operating modes, all errors and alarms, and material dispersed for granular, pre-wet and anti-ice materials;
 - ii. **Granular Material Detection, Hydraulic Pressure and Plow Position Data:** the system shall be capable of receiving and recording digital or analog data that comes from up to 4 sensors (such as granular hopper level, gate height opening, granular material flow, plow position, hydraulic pressure, etc).
 - iii. **GPS Data:** system shall be capable of collecting and storing position data directly from a compatible GPS antenna without additional hardware;
 - iv. **Temperature Data:** system shall be capable of collecting and storing temperature data from a vehicle mounted temperature sensor (Road Watch or CPI brands) without additional hardware.
- 16. On board data storage**
 - a. System must contain at least 1 gigabyte of non-volatile memory on board and have capacity to store spreading data for a minimum of one year 24 hours per day (Two hundred sixty-eight continuous hours).
- 17. Data Download Method and Speed:**
 - a. **Wireless Download:** system must be capable of automatic downloading of data in a wireless fashion to a base station computer;
 - b. **Download Speed:** system must be capable of downloading data at a minimum of 1.5 mega-bits per second (mbps).

18. **GIS Compatible Data for Mapping Programs:** system must be capable of storing and downloading data in a format that is compatible with the standard data input format for GIS systems (“shape file format”) using *Shape Maker™*.
19. **Interface with AVL Systems:** Spreader control system must be able to output its data in a standard serial data stream format to any brand AVL system that is able to accept serial data. The system must be capable of operating a “Dual” data collecting and mapping system to be used as a backup to current AVL system. This backup will provide the same data set points collected by the AVL Company and delivered using standard WI-FI components not product specific without any additional monthly reoccurring cost to the agency. The dual system must deliver the information in a usable format

20. Data Analysis Format

- a. System must be capable of outputting data in the following formats:
 - i. Cirrus Windows ®compatible “Report.exe”.
 - ii. Comma-delimited text files;
 - iii. Excel
 - iv. KML
 - v. Shape

21. Spreader Data Logging Specifics

- a. System will record Baseline System Settings and Application Rates,
 - i. Truck ID (27 digit alphanumeric);
 - ii. Plow Route (alphanumeric)
 - iii. Time and Date recording;
 - iv. Truck On/Off;
 - v. Type of Material spread and Application rate chosen;
 - vi. Time and Date of all error conditions;
 - vii. Records positional data received from GPS unit correlated to time at location;
 - viii. Records all data from sensors hooked up to Material Detection Module;
 - ix. Data shall be recorded at initial startup, any time settings or events change, and periodically for GPS locations and current speed;
- b. System will record the following data while operating in the following modes:
 - i. Automatic Mode, No Speedo Mode
 - 1. KM or Miles traveled
 - 2. Kg or Tons spread of each dry media
 - 3. Liters or gallons spread of each liquid
 - 4. Granular tons/Kg spread that were pre-wetted
 - 5. Elapsed time operating each of the following
 - ii. Blast Function
 - 1. Km/Miles traveled
 - 2. Kg/Tons spread of each dry media
 - 3. Liter/Gallons spread of each liquid
 - 4. Actual start time/date and elapsed time operating in Blast
 - iii. Pass (Pause) Function
 - 1. Km/Miles traveled
 - 2. Kg/Tons spread of each dry media
 - 3. Liters/gallons spread of each liquid
 - 4. Actual start time/date and elapsed time operating in Pass

22. Spreader Block:

Inlet and spreader valve Will have a spinner with a (10 GPM), a conveyor with a (15 GPM), and a pre wet with a (10 GPM) spool cartridge. These functions will be proportional controlled, pulse width modulated, pressure and flow compensated, heavy duty 12VDC coils with IP-69 rated electrical connections. Each function is equipped with screw adjustable manual overrides protected by debris covers. Mounted in weather resistant enclosure.

23. General Controller Specifications

- a. Power Supply Voltage 12 to 15 volts DC.
- b. Operating Temperature Range -20 to +40 degrees C.