

NEW

**State of Maine****Master Agreement****Effective Date:** 09/09/19**Expiration Date:** 09/08/21**Master Agreement Description:** MA for 4 Handle Joystick Control System**Buyer Information**

Donny Crockett	207-624-7336 ext.	Donny.Crockett@maine.gov
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**Issuer Information**

Jessica Norton	207-624-8226 ext.	Jessica.h.norton@MAINE.GOV
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**Requestor Information**

Jessica Norton	207-624-8226 ext.	Jessica.h.norton@MAINE.GOV
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**Authorized Departments**

17D	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**

PAUL MORTELLI

763-493-9380 ext.

pmortell@ciruscontrols.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** CERTIFIED POWER INC

**Commodity Line #:** 1

**Commodity Code:** 05500

**Commodity Description:** 4 Handle Joystick Cab Control System

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

**Commodity Extended Description:** 4 Handle Joystick Cab Control System

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		\$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
60	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
\$0.00		
<b>Catalog Name</b>	<b>Discount</b>	
Cirus Joystick	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>
	09/09/19	09/08/21

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

**RFQ # 17D1907080000000000000002**

**4 Handle Joystick Cab Control System for Trucks with 13 Valve Section**

**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	<b>Q &amp; A List</b>	Amendment History	Bulletin Board
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**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 13-16 of this document)
- **Appendix D:** Municipality Political Subdivision and School District Participation Certification (Page 18 of this document)
- **Appendix E:** Certifications (Pages 19-21 of this document)
- **Appendix F:** MaineDOT Terms and Conditions (Pages 22-27 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:

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

## **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](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 4 Handle Joystick Cab Control System for Trucks with 13 Valve Section 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 4 Handle Joystick Cab Control Systems for Trucks with 13 Valve Section. 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**

4 Handle Joystick Cab Control Systems for Trucks with 13 Valve Section 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 4 Handle Joystick Cab Control Systems for Trucks with 13 Valve Section 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

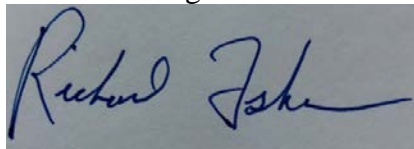
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

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

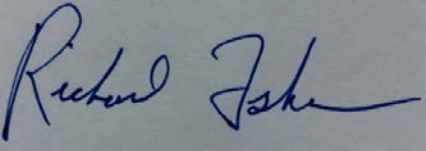
## Debarment, Performance, and Non-Collusion Certification

*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: Richard 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 # 17D1907080000000000000002**

**4 Handle Joystick Cab Control System for Trucks with 13 Valve Section**

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 13-16 of this document)
- **Appendix D:** Municipality Political Subdivision and School District Participation Certification (Page 18 of this document)
- **Appendix E:** Certifications (Pages 19-21 of this document)
- **Appendix F:** MaineDOT Terms and Conditions (Pages 22-27 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 4 Handle Joystick Cab Control System for trucks with 13 valve section. It must be a rugged design and construction throughout in order to deliver dependable service, with optimum performance and production capabilities. The 4 Handle Joystick Cab Control 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.

### **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 4 Handle Joystick Cab Control System pursuant to these specifications. Any part or detail which makes the cab control 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 in-cab 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><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 IN-CAB CONTROL SYSTEM	Abbreviation	Actual Dimension	Notes								
1.1	The in-cab control system shall be a totally modular system including base unit with <i>Mako II</i> <sup>TM</sup> integrated CPU and four <i>Multi-Stix420</i> <sup>TM</sup> proportional joysticks.	X										
1.2	<b>Seat Mount or Pedestal Mount Arm Rest:</b> The unit shall have an adjustable armrest style console that mounts to the driver seat or to a floor mount pedestal. The console shall accommodate integrated mounting of a ground speed-oriented spreader control unit.	X										
1.3	<b>The four control levers must be <i>Multi-Stix420</i> <sup>TM</sup>, true Hall Effect joysticks with two-axis (X &amp; Y) proportional control.</b> The lever will be capable of individual proportional control of up to twenty (20) functions (20 PWM on 10 bi-directional valves).	X										



	<b><u>Joy Stick #1</u> Front Plow</b> Up/ Down, Left/Down. <b><u>Joy Stick #2</u> Right Wing</b> , Down/Up, Rear Down/up. <b><u>Joy Stick #3</u> Left Wing</b> Front Down/Up, Rear Down/up <b><u>Joy Stick #4</u> Scraper</b> Down/Up, Right/Left			
<b>1.4</b>	<b>Remote Control for Sander Blast and Pass:</b> the console shall include a toggle switch for actuation of blast or pass.	<b>X</b>		
<b>1.5</b>	<b>The control must have integrated LED's for diagnostic capability of joystick status.</b>	<b>X</b>		
<b>1.6</b>	<b>Safety Trigger on Control Lever:</b> the control lever must have settable safety trigger protection for all plow control functions.	<b>X</b>		
<b>1.7</b>	<b>SafeStik™ Joystick Protection:</b> the control system must include the capability to automatically recognize a failed joystick and disable the output signals to prevent unintended motion of an attached device.	<b>X</b>		
<b>1.8</b>	<b>Hoist Limit Sensor with warning:</b> Plow control system will include integrated hoist limit and lockout capability using optional proximity sensor and active circuit management to confirm the status of the hoist limit circuit whenever hydraulic power is on. Settable to any height or degree. The processor recognizes a true or false signal received from the prox. Sensor. The installer can choose either a N.O. or N.C. circuit for operation. With a failure of either the sensor or cable the processor will not allow movement of body through the joystick function.	<b>AE</b>		
<b>1.9</b>	<b>User settable speed control using Mako Trim™ for all hydraulic functions:</b> control system will allow the user to set the speed of each direction of motion on a PC for all hydraulic devices controlled by the joystick without modification to the	<b>X</b>		

	hydraulics. Manual trim pots are not acceptable for trimming each joystick. Manual valve stroke limiters are not allowed for setting speed control.			
<b>1.10</b>	<b>Arm Unit console shall have available up to six (6) warning</b> lights or a combination of indicators and switches for additional functions like cross conveyor, tilt hitch, body up indicator, hoist limit indicator, etc.	<b>X</b>		
<b>1.11</b>	<b>Power Safe™ Wiring Design:</b> 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. One lead from each hydraulic valve coil must be wired to a common ground point. The system must supply pulsed +12-volt power to the other lead from each individual valve coil.	<b>X</b>		
<b>1.12</b>	<b>Channel Safe™ System Capability:</b> plow control system must detect external wiring shorted or open circuits, protect the system and warn the operator.	<b>X</b>		
<b>1.13</b>	<b>Cable Overview:</b> The system shall include a minimum of <b>IP 68 and NEMA 6 standard</b> connections for all “outside the cab” connections.	<b>X</b>		
<b>1.14</b>	<b>An <u>estimated</u> number of controllers would be eight (8) units per year during the 5-year contract period.</b>  Price per system: \$ 7404.65 <b>Pricing information required with bid</b>			

**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 # 17D1907080000000000000002

**4 Handle Joystick Cab Control System for Trucks with 13 Valve Section**

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.

*For your electronic response in VSS, please put the total price of one unit in the unit price field and enter the delivery days.*

*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).**

The screenshot shows a web form for entering a bid. It includes the following fields and labels:

- Requested Quantity :** 1 EA
- Response Type :** A dropdown menu with "Bid" selected.
- Unit Price :** An empty text input field.
- Delivery Days :** An empty text input field.
- Comments :** A large text area for additional information.

Three red arrows point from the "Comments" field to the "Response Type", "Unit Price", and "Delivery Days" fields, indicating that the comments should be used to provide details for these specific fields.

All bids must have a bid price (**Unit Price**). The price must be filled in using numbers and a decimal point only.

Example: If you bid is for **one dollar** you would enter **1.00**

All bid must have the estimated days from award of contract to receipt of unit (**Delivery Days**). Only numbers can be entered.

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

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

**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 # 17D1907080000000000000002

**4 Handle Joystick Cab Control System for Trucks with 13 Valve Section**

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

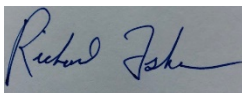
Yes, with conditions as follows:

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:**



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**Date:** 7-18-19

**RFQ # 17D19070800000000000002**

**4 Handle Joystick Cab Control System for Trucks with 13 Valve Section**

**CERTIFICATIONS**

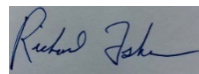
**1.0 NONCOLLUSION BIDDING CERTIFICATION**

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: MS420 Multi Stix

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.

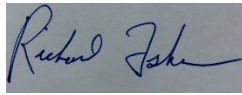
Bidder certifies that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid.

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

State of Maine RFQ #17D1907080000000000000002

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

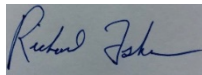
### **3.0 SPECIFICATION COMPLIANCE**

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 # 17D1907080000000000000002**

**4 Handle Joystick Cab Control System for Trucks with 13 Valve Section**

**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.

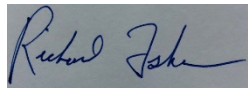
## **R. NON-WAIVER**

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



## Fully proportional capabilities with precision multi-function joysticks

*The Multi-Stix™ series from Certified Cirus Control Systems brings you precision proportional plow control amplified with function and power. Offering multiple joystick options, Multi-Stix helps provide meticulous operations in three configurations with fully proportional capabilities and multi-function control. Multi-Stix configurations additionally provide the ability to individually program the speed of each direction of motion without changing wiring or making hydraulic modifications by utilizing Certified Cirus Control Systems Mako™ software.*

### MULTI-STIX™ SERIES

- Multi-Stix 216, 320 and 420 models
- Fully proportional, 1 or 2 axis joysticks
- Multi-function control on any joystick
- Selectable safety triggers
- Hoist, wing or blade lock and limits available
- Controls up to 6 devices
- Control up to 20 proportional channels on multiple joysticks
- Easy capability upgrade options with Mako electronics platform
- Configurable for snow and ice patrol, garbage and leaf collection trucks



Multi-Stix 216



Multi-Stix 320



Multi-Stix 420 joystick shown mounted on an Armadillo Arm Unit with SpreadSmart Rx™ controller



# Multi-Stix™ Series

## Proportional plow control systems

### PRODUCT SUMMARY

- Multiple joysticks for proportional control of hydraulic devices (e.g., hoist, plow, wing)
- Utilizes Mako Trim™, a Windows® compatible program to set the speed of each direction of motion individually without wiring or hydraulic modifications

### PRODUCT APPLICATION

- Multiple vehicle types (patrol trucks for snow/ice, garbage, leaf collection)
- Control of each hydraulic function on an individual joystick

### DEVICE AND SIGNAL CAPACITY

- MS 216 up to 4 devices; 16 independent PWM channels
- MS 320 up to 6 devices; 20 independent PWM channels
- MS 420 up to 8 devices; 20 independent PWM channels
- Frequency settable from 40 – 450 Hz

### JOYSTICK BUTTON

- IP 68 top switch for safety interlock (hoist) or second mode actuation

### AXIS AND RANGE OF JOYSTICK MOTION

- 1 or 2 axes of joystick motion: X and Y
- 27 degrees of motion available in each axis

### JOYSTICK SIGNAL

- True Hall effect (magnetic) joystick with no mechanical contacts

### JOYSTICK SELF TEST DIAGNOSTICS WITH CAN BUS

- Mako uses CAN bus for a self test of the joystick during power cycle
- SafeStik™ automatically disables the axis if an axis fails during use
- Joystick diagnostics for each axis of motion is visible on LED
- Channel Safe™ detects and protects against open or short circuits in hydraulic drive channels

### COMBO-UP (PANIC) BUTTON

- Momentary button trigger for parking of up to 6 devices

### FLOAT FUNCTIONS

- User settable float controls for plow, wing toe, wing heel and blade

### PLOW CONTROL INTERLOCKED FEATURES

- Hoist lock, hoist limit, plow, wing and blade lock (requires external sensor, key or switch)

### ELECTRONIC BACKPACK

- Mako multiplexed on CAN bus and Certified Cirrus Control Systems bus

### SYSTEM CONTROLLER

- Mako Trim works on any Windows® 2000 or newer computer
- Software included
- Field-configurable buttons and function names

### SYSTEM MOUNTING

- Seat mounted or pedestal mounted

### WARNING INDICATORS

- Up to 8 labeled and colored indicators integrated into the joystick housing

### OPTIONAL EQUIPMENT

- Uni-Grip™ control of plow float and Moray™ system

### OPERATING TEMPERATURE RANGE

- Minimum: –20 degrees Celsius; maximum: 70 degrees Celsius

### POWER REQUIREMENTS

- Minimum: 11 Volts DC
- Maximum: 15 Volts DC
- Maximum: 10 Amps
- Internal fuse rated at 10 Amps



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](http://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.



# Quotation

Date Issued: Jul 21, 2019  
Customer: Maine DOT  
End User: Maine DOT  
Job ID: MS420 Flip Arm  
Quote Number: 190710RF01  
Opportunity #:  
Sales Person: Richard A Fisher



Quantity	Item	Description	Unit Price	Extension
1	MS 420M2	MS 420M20-Master Assembly Plow Control (Plow Up/Down,Plow Left/Right,Right Wing Heel Up/Down,Right Wing Toe Up/Down,Right Wing Slide In/Out,Left Wing Heel Up/Down,Left Wing Toe Up/Down,Left Wing Slide In/Out,Scraper Up/Down,Scraper Left/Right) Flip Arm Floor Mount		
	NOTES			
1	000988.95-Assy	Gopher Electronics Enclosure Assembly		
2	TS-2031	8 Port IP 68 Hyd Output Cable--6 meter (19.7 ft)		
1	TS-2018	4 Port Hyd Output Cable 6 meters (19.7 ft.)		
20	TS-2020	Hydr Cable-M12 to Deutsch 29"		
1	ABU100	Auto Blade Up-Mako2		
1	MK-2000	Mako 2 Aux Inputs Cable		
1	WIRE PKG	Wiring Package for Switches & Indicators		
1	SW/IND PKG	Switch & Indicator Package		
1	HLSW101	Hoist Lim Sens+cable-Mako2		
	NOTES	hoist limit		
1	LOSD103-M12	Harness-Low Oil Shutdown + Override (M12 connector)		
	NOTES	required		
1	CUSTM-ELEC	Custom relay package for hoist limit		
	NOTES	Requires engineering process		
1	OPTION PKG	freight F.O.B. Maine DOT		
	NOTES	*		
		Total		7404.65

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.

# ACCESSORIES DETAIL (SWITCHES, INDICATORS, SENSORS, CABLES)

Quote Number: 190710RF01

Design Date: 7/21/2019

Customer: Maine DOT

End User: Maine DOT

Job ID: MS420 Flip Arm

Quoted By: Richard A Fisher



## Indicators and Switches

Wiring Assembly: Discrete Wiring

Function	Name(Lens)	Sensor Included	Cables Included
Indicator	Body Up (Red)	TED Supplied	AUX DI-CA(1)
None	Low Oil (Red)	None	
Indicator	Hoist Limit (Yellow)	TED Supplied	AUX DI-CA(1)
None	Filter Bypass (Orange)	None	
DPDT On/Off/On Momentary	Hoist Up/Down(Green)	TED Supplied	AUXSWMOMOOO-CA(1)
DPDT On/Off/On Momentary	Low Oil Override(Red)	TED Supplied	AUXSWMOMOOO-CA(1)
SPST On/Off Latched	Aux(Purple)	TED Supplied	AUXSW102-CA(1)

### SW/IND PKG

Part #	Quantity	Description
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### WIRE PKG

Part #	Quantity	Description
AUXSW102-CA	1	Sprague On/Off LatchSw + cable
AUXSWMOMOOO-CA	2	Sprague O/O/O MOM Sw + cable
AUX DI-CA	2	(2) AUX Indicators w cable

### INDICATOR LAYOUT

Indicator	Indicator	Switch	Switch	Switch
Body Up	Hoist Limit	Hoist Up/Down	Low Oil Overri	Aux
Low Oil	Filter Bypass			

## Joystick 1

Type	Button	Primary (Always Live) Mode	Button Enabled Secondary
Dual Axis (Combo)	Primary/Btn Enables Secondary	X-Plow Left/Right Y-Plow Up/Down	X- Y-

## Joystick 2

Type	Button	Primary (Always Live) Mode	Button Enabled Secondary
Dual Axis (Combo)	Primary/Btn Enables Secondary	X-Right Wing Heel Up/Down Y-Right Wing Toe Up/Down	X-Right Wing Slide In/Out Y-

## Joystick 3

Type	Button	Primary (Always Live) Mode	Button Enabled Secondary
Dual Axis (Combo)	Primary/Btn Enables Secondary	X-Left Wing Heel Up/Down Y-Left Wing Toe Up/Down	X-Left Wing Slide In/Out Y-

## Joystick 4

Type	Button	Primary (Always Live) Mode	Button Enabled Secondary
Dual Axis (Combo)	Primary/Btn Enables Secondary	X-Scraper Left/Right Y-Scraper Up/Down	X- Y-

## JOYSTICK LAYOUT

<p><b>Joystick 1</b> Plow Down</p> <p>Plow Left      Plow Right</p> <p>Plow Up</p>	<p><b>Joystick 2</b> Right Wing Toe Down</p> <p>Right Wing Heel Up      Right Wing Heel Down</p> <p>Right Wing Toe Up</p>	<p><b>Joystick 3</b> Left Wing Toe Down</p> <p>Left Wing Heel Up      Left Wing Heel Down</p> <p>Left Wing Toe Up</p>	<p><b>Joystick 4</b> Scraper Down</p> <p>Scraper Left      Scraper Right</p> <p>Scraper Up</p>
<p><b>Joystick 1(Button)</b></p>	<p><b>Joystick 2(Button)</b></p> <p>Right Wing Slide In      Right Wing Slide Out</p>	<p><b>Joystick 3(Button)</b></p> <p>Left Wing Slide In      Left Wing Slide Out</p>	<p><b>Joystick 4(Button)</b></p>



#### Locations of warranty, parts and service

##### H.P. Fairfield:

Located in Skowhegan ME H.P. Fairfield is an authorized dealer of Certified Cirrus Controls Systems. They install our equipment for municipalities across the State of Maine. Dan Matchett is the Sales Manager and front -line contact. H.P. Fairfield's business is focused on the municipal market, serving local city, towns and counties throughout the state of Maine.

H.P. Fairfield has a full repair facility and is well rehearsed on functionality of the Cirrus brand product. Certified Cirrus Control Systems works directly with HP. Fairfield on service, warranty and parts described within this contract.

Sincerely,

Rick Fisher

Sr. Business Development Executive

### In Cab Control System:

1. The in-cab control system shall be a totally modular system including base unit with **Mako II™** integrated CPU and four **Multi-Stix420™** proportional joysticks.
2. **Seat Mount or Pedestal Mount Arm Rest:** The unit shall have an adjustable armrest style console that mounts to the driver seat or to a floor mount pedestal. The console shall accommodate integrated mounting of a ground speed oriented spreader control unit.
3. **The four control levers must be Multi-Stix420™, true Hall Effect joysticks with two-axis (X & Y) proportional control.** The lever will be capable of individual proportional control of up to fourteen (20) functions (20 PWM on 10 bi-directional valves).
  - 3.1 Hoist, Front Plow Lift, Wing Toe and Wing Heel
4. **Remote Control for Sander Blast and Pass:** the console shall include a toggle switch for actuation of blast or pass.
5. **The control must have integrated LED's for** diagnostic capability of joystick status;
6. **Safety Trigger on Control Lever:** the control lever must have settable safety trigger protection for all plow control functions.
7. **SafeStik™ Joystick Protection:** the control system must include the capability to automatically recognize a failed joystick and disable the output signals to prevent unintended motion of an attached device.
8. **Hoist Limit Sensor with warning:** Plow control system will include integrated hoist limit and lockout capability using optional proximity sensor and active circuit management to confirm the status of the hoist limit circuit whenever hydraulic power is on. Settable to any height or degree. The processor recognizes a true or false signal received from the prox. Sensor. The installer can choose either a N.O. or N.C. circuit for operation. With a failure of either the sensor or cable the processor will not allow movement of body through the joystick function.
9. **User settable speed control using Mako Trim™ for all hydraulic functions:** control system will allow the user to set the speed of each direction of motion on a PC for all hydraulic devices controlled by the joystick without modification to the hydraulics. Manual trim pots are not acceptable for trimming each joystick. Manual valve stroke limiters are not allowed for setting speed control.
10. **Arm Unit console shall have available up to six (6) warning** lights or a combination of indicators and switches for additional functions like cross conveyor, tilt hitch, body up indicator, hoist limit indicator, etc.
11. **Power Safe™ Wiring Design:** 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. One lead from each hydraulic valve coil must be wired to a common ground point. The system must supply pulsed +12-volt power to the other lead from each individual valve coil.
12. **Channel Safe™ System Capability:** plow control system must detect external wiring shorted or open circuits, protect the system and warn the operator.
13. **Cable Overview:** The system shall include a minimum of **IP 68 and NEMA 6 standard** connections for all "outside the cab" connections.

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 DAYS
VC0000212857	MS420M2	CERTIFIED CIRUS CONTROL SYTEMS			05500	Mako II 4 Handle Joystick Cab Control System	NA	ea	\$7,404.65	60