

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 26081200000000000025

COMMODITY/SERVICE DESCRIPTION: SQIII Portable Traffic Lights with Trailer

START DATE: 9/1/2026

END DATE: 8/31/2027

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT

DEPARTMENT NAME: Office of State Procurement Services

ADDRESS: 111 Sewall St., 4th Floor Burton Cross Office Building, SHS# 9

CITY: Augusta

STATE: ME

ZIP CODE: 04333-009

PROVIDER

PROVIDER NAME: John Thomas Company

ADDRESS: 1560 Lovett Drive

CITY: Dixon

STATE: IL

ZIP CODE: 61021

PROVIDER'S VENDOR CUSTOMER #: VS0000025497

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

Signed by:

William J. E. Allen

2D5B6E39F57E44A...

William, Senior Procurement Manager

Date 9/3/2026

Signed by:

Charles Percival

3196C5A1F11E4B8...

Charles Percival, VP of Sales & Marketing

Date 9/3/2026

The contract is fully executed when all parties have signed, and the documents has been approved by the Office of State Procurement Services.

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Tom Paquette	
EMAIL: thomas.paquette@maine.gov	TELEPHONE: 207-624-7890

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: Randall McConnell	
EMAIL: rmcconnell@JTltraffic.com	TELEPHONE: 314-610-0543

Any changes to the individuals identified above may be changed at any time through written notice by either party.

Master Agreement (MA) procurement method: RFQ # 17A 260706-0001

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.	
☒	RIDER A – Specifications and User Information
☒	RIDER B – Terms and Conditions
☐	RIDER C – Exceptions
☒	RIDER D – Responsible Vendor Certification
☒	Appendix E MaineDOT Certifications
☒	Appendix F MaineDOT Terms & Conditions
☒	MaineDOT Specification Sheet

RIDER A: SPECIFICATIONS AND USER INFORMATION**TABLE OF CONTENTS**

- I. CONTRACT PERIOD
- II. COMMODITY
- III. SPECIFICATIONS
- IV. AMENDMENTS TO SPECIFICATIONS
- V. AMENDMENT/EXTENSION PRICING/RATE CHANGES
- VI. CONTRACTED PRICING/RATES
- VII. AUTHORIZED USERS
- VIII. ORDERING PROCEDURE/DELIVERY INFORMATION

I. CONTRACT PERIOD:

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to four (4) one (1) year extension periods.

- ☒ Initial Term
- ☐ First Renewal
- ☐ Second Renewal
- ☐ Third Renewal
- ☐ Fourth Renewal

II. COMMODITY: SQIII Portable Traffic Lights with Trailer

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

III. SPECIFICATIONS

RFQ 17A 260706-0001 Spec Sheet & Manufacture Literature can be located at the end of this master agreement document.

IV. AMENDMENTS TO SPECIFICATIONS

None

V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Not applicable

VI. CONTRACTED PRICING/RATES

Pricing: JTI PTS 2000 Solar Powered Portable Traffic Signals - \$76,720.00

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

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

VII. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

☒ Are permitted to utilize this MA as written.

VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:

Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. DO’s will be emailed as a .pdf file to the vendor’s email address submitted in AdvantageME by the vendor.

Municipalities, political subdivisions, and school districts in Maine will handle their own orders and will be responsible for all payments.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Delivery Locations: The vendor must deliver to any State of Maine facility.

Delivery and Inspection: The vendor is responsible for the delivery of material in first class conditions at the point of delivery, and in accordance with good commercial practice. The sign blanks ordered from the resulting MA will be inspected after delivery. If shipments are deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling vendor.

RIDER B: TERMS and CONDITIONS**1. DEFINITIONS.** The following definitions are applicable to these standard terms and conditions:

- a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
- b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
- c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
- d. The term “OSPS” shall refer to the State of Maine Office of State Procurement Services.
- e. The term “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
- f. The term “Contract” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Provider.

2. WARRANTY. The Provider warrants the following:

- a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
- b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by OSPS, and
- c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
- d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
- e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. OSPS shall give written notice of observed defects with reasonable promptness.

3. TAXES. Provider agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to OSPS.

4. **PACKING AND SHIPMENT.** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.
5. **DELIVERY.** Delivery should be strictly in accordance with delivery schedule. If Provider's deliveries fail to meet such schedule, OSPS, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider shall not make material commitments or production arrangements more than the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of OSPSO's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Provider has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to OSPS. If the Provider's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Provider and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Provider to meet the required delivery schedule.
6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
7. **INSPECTION.** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. OSPS, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Provider's expense. OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned to the Provider's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by OSPS.
8. **INVOICE.** The original and duplicate invoices covering each shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoices, and any errors or omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried out on the name of the agency or institution receiving the goods, and not on the name of OSPS.

9. **MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or these agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modifications shall be in writing. If any such modification is made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. **TERMINATION.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Provider fails to deliver specified materials or services, or
- c. If Provider fails to perform any of the provisions of this Agreement, or
- d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.

11. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

12. **GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

13. **GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought to the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

14. **DISPUTES.** OSPS will decide all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.

15. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in

any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

16. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party 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 Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. NON-COLLUSION. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has not entered 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.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

19. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

20. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2021 \(3\)](#); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and

communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2030-B](#).

Contracts entered by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, [Title 5 MRSA §2030-A](#).

- 21. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER C: EXCEPTIONS TO RIDER B

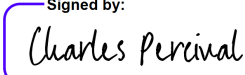
N/A

RIDER D: RESPONSIBLE VENDOR CERTIFICATION

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors are named in this contract:

- 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 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 contract had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered a prior understanding, agreement, or connection with any corporation, firm, or person also contracting for the same materials, supplies, equipment, or services and this contract is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive contracting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

To the best of my knowledge all information provided, both programmatic and financial, is complete and accurate at the time of signature.

Name: Charles Percival	Title: VP of Sales & Marketing
Authorized Signature: Signed by: 	Date: 9/3/2026

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Appendix E**RFQ # 17A 260706-0001
SQIII Portable Traffic Lights with Trailer****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 submit a Bid for the purpose of restricting competition.

9/3/2026

Dated

Charles Percival

Printed name of Person Bidding

Signed by:

Charles Percival

3196C8A1F14E4B8
Authorized Signature

VP of Sales & Marketing

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 submit it with bid. Bids received without this information will be considered non-responsive to the bid.

Appendix F

RFQ # 17A 260706-0001 SQIII Portable Traffic Lights with Trailer

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 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 is 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 monthly. 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 MaineDOT the right to enforce all manufacturer’s warranties or guarantees on the equipment.

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

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

F. DAMAGES

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

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

G. SET-OFF RIGHTS

MaineDOT shall have all 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 with 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 should immediately stop all work here under and should immediately cause 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's 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 should 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 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 about the subject herein. This Agreement may not be modified except by a written amendment executed by both parties.

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

Q. SEVERABILITY

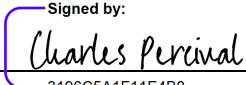
The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

R. NON-WAIVER

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

Name of Company: [John Thomas Inc.]

Address: [1560 Lovett Drive Dixon, IL 61021]

Signature: 
 Signed by: 3196C5A1F11E4B8...

Date: [9/3/2026]

Appendix B

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

DETAILED SPECIFICATIONS

RFQ # 17A 260706-0001
SQIII Portable Traffic Lights with Trailer

Bid Prices: Bid Prices will be 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.

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

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

Estimated First Year Usage: MaineDOT expects to purchase two (2) sets during the first year of the Master Agreement. Actual purchases will depend on funding and bid pricing. Usage in future years and by other State of Maine Agencies is unknown.

INTENT

The purpose and intent of this specification is to describe a Portable Traffic Signal system that shall be trailer mounted. Each unit will be self-contained and consist of two (2) signal heads per trailer. One signal head shall be mounted on an overhead mast arm capable of extending over the travel lane. The other signal head shall be mounted on a vertical upright.

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 Portable Traffic Signal system pursuant to these specifications.

Any part or detail which makes the Portable Traffic Signal 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 manufacturers' best quality and shall conform in materials, design, or workmanship to the best practice known in the Portable Traffic Signal industry. All parts shall be new and in no case will be used, reconditioned or obsolete parts be accepted. The parts on all Portable Traffic Signal 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 or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

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

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

The following abbreviations must be used:

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

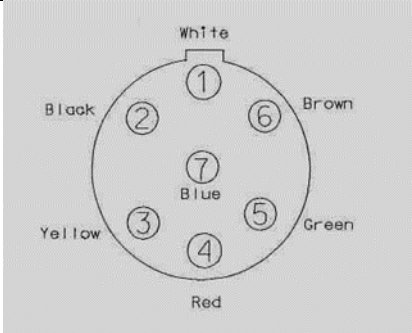
	1.0 TRAILER RUNNING GEAR	Abbreviation	Actual Dimension	Notes
1.1	Trailer axle shall be minimum 3,500 lb. Torflex Suspension with electric brakes and EZ Lube spindles.	EG		ADDCO PTS 2000 has a 6.000 lbs Leaf Spring Heavy Axle
1.2	Tire Size: ST205/75R15 Ply: Load Range C (minimum).	X		
1.3	The tire shall be Bridgestone/Michelin preferred or equivalent bid specification.	X		
1.4	Trailer wheels shall be automotive style with baked on white powder coat paint.	X		
1.5	Trailers shall have a spare tire and wheel, the same as what’s on units.	X		

1.6	The unit shall come equipped with a 2-5/16" inch ball with adjustable heights from 18" inch to minimum 26" inch.	X		
1.7	Shall have minimum of two (2) 3/8" inch grade 80 safety chains with slip safety hooks with OSHA approved spring-loaded safety latches.	X		
1.8	The unit shall come with exterior fenders made from Power coated or be galvanized coated with electrostatic paint process. Shall be weld or bolt on style and have support to prevent vibration and cracking.	X		
	2.0 STRUCTURAL	Abbreviation	Actual Dimension	Notes
2.1	Frame rails shall be 3/16" inch formed and tubular steel frame minimum.	X		
2.2	Mast support post shall be tubular steel.	X		
2.3	Mast shall be combined formed and tubular steel structure.	X		
2.4	Boom shall be tubular steel structure with galvanized extension.	X		
2.5	PTS trailers to be equipped with a removable tongue. Each trailer shall be	X		

	equipped with a lifting ring that is integral to the PTS trailer and structurally sufficient to facilitate the lifting and placing of a fully equipped PTS trailer.			
2.6	Battery boxes shall be designed with a positive hold open.	X		
2.7	The control cabinet box shall be NEMA Type 4 waterproof encloser with a positive hold open.	X		
2.8	Solar panel frames shall be removable and lockable, able to accommodate multiple size panels, designed to overlap for compact shipping.	X		
2.9	Solar panel frame brackets shall include UHMW polyurethane linings for easier deployment if using a sliding design.	X		Hydraulic Lift for Solar Panels – Not Slide
	3.0 PAINT	Abbreviation	Actual Dimension	Notes
3.1	All metal shall be free of rust and mill scale and prepared (bead blasted) for primer and finish paint coat.	X		
3.2	A two (2) part primer shall be applied to prepared metal surface to the minimum thickness of 3-5 mils dry.	X		

3.3	Paint shall be applied to a thickness of 5-7 mils dry.	X				
3.4	All paint and primers must be lead-free.	X				
3.5	The trailer shall have corrosion preventative compound undercoating.	X				
3.6	Unit paint code required.	X				
	4.0 ELECTRICAL	Abbreviation	Actual Dimension	Notes		
4.1	Exterior lighting includes marker lamps, stop and turn signals, license plate light and bracket, all lights must be rubber mounted LED. Exterior lights must conform to ICC wiring and have stop/taillights independent of directional lights (see wiring diagram attached for details).	X				
		Circuits	Code #	Marking		Color Code
		Ground	1	W		White
		Clearance , Side Marker & Identification Lamps	2	BK		Black

	Left Turn & Hazard Signal	3	Y	Yellow
	Top Lamps & Anti-Lock Devices	4	R	Red
	Right Turn Signal & Hazard Signal	5	G	Green
	Tail, Rear Clearance Marker, & Plate Lamps	6	BR	Brown
	Auxiliary Circuit	7	BL	Blue



4.2	Taillights and marker lights shall <u>not</u> be mounted to the fenders.	X		
4.3	All exterior trailer wiring to be run in suitable weather resistant loom or conduit which terminates in a weatherproof junction box on the tongue of the trailer.	X		

4.4	The trailer umbilical which leads to the truck light socket should terminate with a seven (7) prong male plug and the part number is (PHI 15730). This plug shall have round pins not the flat RV type and begin at the weather-tight junction box.	X		
4.5	All wire splices shall be either soldered or barrel connected and covered with automotive type shrink tubing (Scotch type wire connections and/or electrical tape are not acceptable in any application).	X		
4.6	All wiring must be protected by wire loom and be weatherproof, soldered connections and heat shrink wrap must be used on all wiring.	X		
4.7	All wiring and hoses shall be mounted, routed and fastened in a professional manner to prevent chafing, rubbing, etc.	X		
4.8	Electric brakes are required on both axles, to include emergency break-away system.	X		
	5.0 ACCESSORIES	Abbreviation	Actual Dimension	Notes
5.1	Each trailer should have a removable or lockable self-storing tongue.	X		

5.2	Each trailer shall be equipped with a lifting ring that is integral to the PTS trailer and structurally sufficient to facilitate the lifting and placing of a fully equipped PTS trailer.	X		
5.3	Each trailer shall have four (4) stabilizer jacks with 2½" square pin positioned, telescoping, galvanized drop leg with zinc-plated 6" x 8" steel foot plate. Vertically installed on 84" front to rear dimension and 79" side to side dimension. Lifting ring to facilitate lifting and placing the PTS trailer as required.	X		
	6.0 SIGNAL HEAD	Abbreviation	Actual Dimension	Notes
6.1	The portable traffic sign (PTS) trailer shall be capable of accommodating a vertical upright and a horizontal mast arm. The overhead signal shall provide a minimum clearance of 17 feet 6 inches measured from the bottom of the signal head to the surface of the road.	X		
	7.0 WIND LOAD	Abbreviation	Actual Dimension	Notes
7.1	The trailer and all mounted equipment shall conform to the wind load requirements (100 mph minimum) as described in AASHTO Standard Specifications for Highway Signs, Luminaries and Traffic Signals 4th edition. Conformance to the AASHTO Standard Specification shall be verified by a reputable independent source. A	EQ		Meets NEMA TS 5 for Portable Traffic Signals

	certificate of compliance endorsed by a Registered Professional Engineer with the supporting Engineering Study shall be made available upon request. No additional ballast shall be used to meet the requirements of the AASHTO Standard Specification.			
	8.0 TRANSPORT TRAILER	Abbreviation	Actual Dimension	Notes
8.1	PTS trailers shall be manufactured to accommodate the option of transporting two (2) signal trailers with one (1) vehicle.	X		
8.2	The PTS trailer shall be equipped in such a manner as to provide legal transport on the public highway system. Each signal trailer shall be equipped with four (4) stabilizing/leveling jacks, one on each corner of the trailer.	X		
	9.0 SIGNAL HEADS/DISPLAY	Abbreviation	Actual Dimension	Notes
9.1	The PTS shall meet the physical display and operational requirements of conventional traffic signals as specified in Part IV of the Manual on Uniform Traffic Control Devices (MUTCD).	X		
9.2	Signal Heads shall have three (3) 12" LED indications, conforming to ITE Specification "Vehicle Traffic Control Signal Heads" and NEMA Standards TS1 and TS2. Signal heads shall be	X		

	equipped with visors which extend beyond the signal head a minimum of 10".			
9.3	The signal heads shall have the ability to accommodate back plates and rotate horizontally 180°.	X		
9.4	The overhead signal shall have a minimum clearance height of 17' measured from the bottom of the green indication to the road surface.	X		
9.5	The lower signal head shall be mounted to a vertical upright at a minimum height of 8' measured from the bottom of the green indication to the road surface.	X		
	10.0 POWER	Abbreviation	Actual Dimension	Notes
10.1	Each PTS Trailer shall be equipped with AGM batteries sufficient to operate the signal for a minimum of 30 days at 72° without charging.	X		
10.2	The charging system shall include 440 watts (minimum) of solar collection capability and an onboard battery charger capable of being used with a 120V AC power source.	X		
10.3	The system shall also include an onboard monitoring system capable of	X		

	regulating and providing a visual display of battery voltage and solar input.			
	11.0 LIFT SYSTEM	Abbreviation	Actual Dimension	Notes
11.1	Each PTS trailer shall be equipped with a hydraulic lift system sufficient to raise and lower the vertical upright and horizontal mast arm to and from the operation position.	X		
11.2	The Lift System shall not utilize cables in any manner to raise or lower the vertical upright and horizontal mast arm.	X		
	12.0 OPERATIONAL	Abbreviation	Actual Dimension	Notes
Each PTS trailer shall be equipped with at least (1) Controller Unit having the following capabilities below:				
12.1	All PTS trailers shall be equipped with a malfunction management unit (MMU) conforming to NEMA TS-5 performance standards, a controller capable of operating the PTS system in a fixed time, traffic actuated or manual control mode.	X		

12.2	Each CU shall be capable of operating the PTS system in a fixed time, traffic actuated, or manual control mode. Fixed time mode operation must include the ability to provide a minimum of thirty (30) automatic signal timing changes within a 24-hour period. The CU shall have the ability to control a minimum of fourteen (14) traffic phases.	X		
12.3	The CU shall have the ability to control a minimum of fourteen (14) traffic phases.	X		
12.4	Programmable green times from 1 second to 999 seconds and red time from 1 second to 999 seconds in 1 second increments shall be required.	X		
12.5	The ability to facilitate minimum/maximum green time programming in the traffic actuation mode in a manner that will extend the green times in predetermined programmable segments as required.	X		
12.6	The operating system shall have the capability of facilitating standby modes of red, red flash and yellow flash mode.	X		
12.7	The operating system shall be capable of facilitating traffic actuation with true presence capability.	X		

12.8	The operating system shall have the capability of interfacing with a remote monitoring system (RMS) capable of reporting signal location, battery voltage/battery history and system default.	X		
12.9	The RMS shall include a password-protected website viewable from any computer with internet capability.	X		
12.10	In the event of a system default, the RMS shall provide specific information concerning the cause of the system default (e.g. - red lamp in the upper signal head of signal 1).	X		
	Remote Management Fee Is not required in Bid. The remote monitoring system needs to be available if the Department selects to use the remote monitoring system.			RMS Service Fee is \$300/year. If you wish to use.
12.11	The PTS shall communicate via 900 MHz wireless radio communication as a primary data communication method between PTS units. If wireless connectivity is not feasible, hardwired connectivity shall be an acceptable alternative.	X		
12.12	When wireless radio communication is utilized, the radio units shall maintain the communication link at a minimum distance of one (1) mile under normal operating conditions. Normal operating conditions shall be defined as a clear line of sight between PTS units. The radio system shall conform to the	X		

	applicable Federal Communication Commission requirements and all applicable state and local requirements.			
12.13	The manual control mode shall not allow the operator to interrupt the preprogrammed all red clearance times in a manner that would create a conflict.	X		
12.14	The system shall have a minimum of two (2) forms of manual operation. One (1) form shall be a wireless handheld remote with a minimum range of (1) one mile under normal operating conditions. Defined as a clear line of sight between PTS units.	EQ		Can Use a Mobile Device to Control PTS via RMS
12.15	The wireless handheld remote shall be capable of providing the operator with confirmation when a wireless command has been accepted by the signal controller.	X		
12.16	The confirmation of a wireless command shall be in the form of visual, audible or vibration of the wireless handheld remote.	X		
12.17	The system should also be equipped with a hardwire module having a 25' (minimum) cable capable of operating the system in manual mode from any signal within the system.	X		

12.18	The operating system shall have an integrated mechanism capable of recording system malfunction, including date and time of system failure.	X		
12.19	This information shall be available in a printable format.	X		
12.20	The operating system shall be capable of accommodating a pre-emption system with optical activation which provides a priority green phase in the direction of appropriately equipped approaching emergency vehicles.	X		
12.21	The operating system shall have the capability to allow the PTS to be connected to and controlled by a standard NEMA controller.	X		
12.22	The operating system shall be equipped with diagnostic capabilities in the event of a system default.	X		
12.23	The system shall have the capability of identifying the default in a manner that will expedite the return to full operational mode.	X		
	13.0 ACTUATION	Abbreviation	Actual Dimension	Notes
13.1	The PTS system shall be available with traffic actuation capabilities.	X		

13.2	Acceptable traffic actuation systems should include vehicle Microwave Traffic Motion and Presence Sensor control detection systems with each single unit.	X		
13.3	Acceptable PTS systems should be TRIFCAM Wide and have the capability of detecting vehicles over multiple lanes operated with true presence actuation.	X		SmartTek has the Capability of Detecting Traffic Over Multiple Lanes of Traffic with True Presence Actuation
	14.0 COMMUNICATION	Abbreviation	Actual Dimension	Notes
14.1	PTS systems operated in the fixed time mode may be operated independently free of hardwire or radio communication. However, PTS must conform to the default requirements.	X		
14.2	PTS systems operated in the actuation or manual mode shall communicate via hardware connection or wireless radio link communication.	X		
14.3	If the hardwire communication is utilized the communication cable shall be deployed in a manner that will not intrude in the direct work area of the project or obstruct vehicle and pedestrian traffic.	X		

	15.0 COMPATIBILITY	Abbreviation	Actual Dimension	Notes
15.1	The PTS system shall be compatible with the pedestal mount portable traffic signal system in the Maine Department of Transportation fleet.	X		
15.2	The systems shall have the capability of operating within the same signal system.	X		
	16.0 DEFAULT	Abbreviation	Actual Dimension	Notes
16.1	PTS systems shall have the capability of reverting to a red, red flash or yellow flash mode upon system default.	X		
16.2	The default setting shall be red flash unless otherwise stated in the project specifications.	X		
16.3	Upon default, the PTS system shall have the capability to immediately contact a minimum of three responsible individuals via the RMS as described in the Operational Requirements section of this specification.	X		
	17.0 VANDALISM PROTECTION	Abbreviation	Actual Dimension	Notes

17.1	Shall be supplied with vandal-proof battery box compartments.	X		
17.2	Locking panel for compartment(s) are acceptable.	X		
	18.0 WARRANTY	Abbreviation	Actual Dimension	Notes
18.1	Manufacturer's standard warranty will apply.	X		
18.2	Terms and conditions of warranty must be provided with bid proposal (Warranty must be clearly defined and all components covered must be clearly listed and identified).	X		
18.3	Manufacturer's warranty will start with MaineDOT in-service date.	X		
18.4	In-Service Date: Warranty on Portable Traffic Signal (not placed in service immediately because of time lag due to installation of components, special equipment, seasonal usage or other delays) shall be warranted from the date the vehicle is the actual placed in service. MaineDOT Fleet Services Augusta shall notify the vendor in writing of "in service" date.	X		
18.5	During the term of the manufacturer's warranty, MaineDOT Fleet Services reserves the right to perform any and all	X		

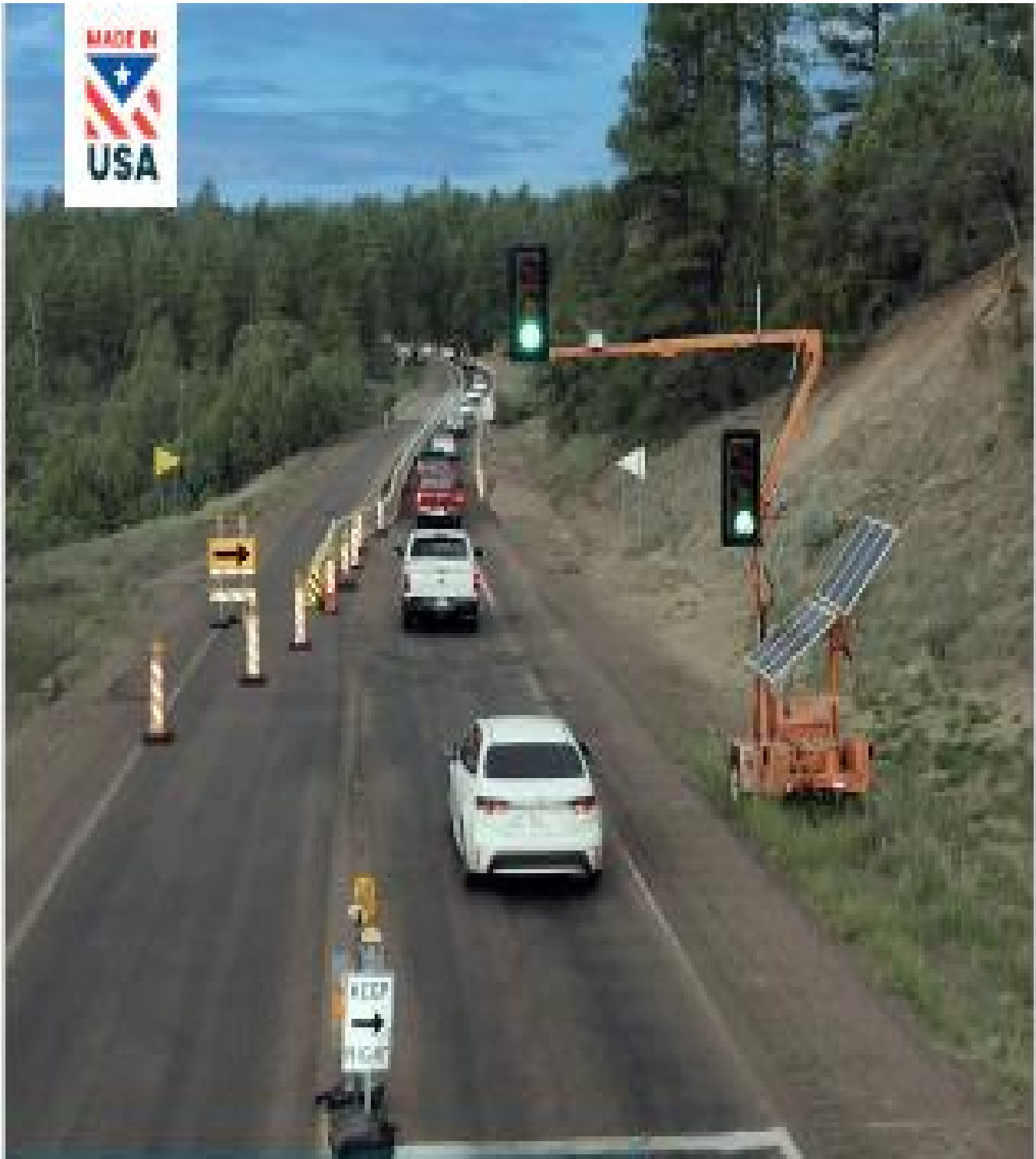
	warranty "in house" to meet operational needs or demand with the exception of Portable Traffic Signal and axle rebuild or repair unless pre-authorization by vendor. Fleet Services will recover all parts and labor cost as allowed by manufacturer's flat rate manual. O.E.M parts may be supplied at no cost by the manufacturer or dealer or may be purchased by Fleet Services on the open market to meet operational demand. Any and all defective parts will be returned to the manufacturer or dealer upon request.			
18.6	Vendor shall be 100% responsible for all repair costs to include parts and labor during the warranty period.	X		
	19.0 MANUALS & SOFTWARE	Abbreviation	Actual Dimension	Notes
19.1	Two (2) complete operator's manuals per unit shall be supplied (CD's are acceptable).	X		
19.2	Two (2) complete Shop repair manuals per unit shall be supplied (CDs are acceptable).	X		
19.3	Two (2) complete parts manuals per unit shall be supplied (CD's are acceptable).	X		

	20.0 TRAINING	Abbreviation	Actual Dimension	Notes
20.1	Training for Operation and Maintenance personnel to be provided by the Portable Traffic Signal manufacturer, which should include a minimum of 4 hours of training to take place within State of Maine DOT Regions. This training may be videotaped by MaineDOT for future use by MaineDOT trainers.	X		
20.2	Any and all training must be performed by a factory-certified trainer and not by sales personnel.	X		
20.3	All manufacturer training programs being offered, shall be defined in detail, include a written proposal of what those programs will entail and shall be submitted with bid packet.	X		
	21.0 GENERAL	Abbreviation	Actual Dimension	Notes
21.1	All pinch points and danger areas shall be clearly marked.	X		
21.2	Successful bidder shall provide Portable Traffic Signal line sheets.	X		
21.3	Equipment shall be fully inspected, serviced, fully assembled, and ready to work upon delivery.	X		

21.4	Be it known that these specifications are a minimum and that bids will be evaluated based on price, warranty, manufacturer's performance data, delivery schedule, parts availability and other items deemed appropriate.	X		
21.5	12.5 Bidders supply a detailed specification sheet with their bid proposals listing exactly what is being offered (not a reference to a web site) and to certify that they have service facilities in Maine, staffed with trained service technicians and stocked with repair parts for the equipment which is bid. Failure to provide this information may cause the bid to be rejected. MaineDOT reserves the right to reject any and all bids.	X		
21.6	All hardware installed shall not obstruct any lubrication points.	X		
21.7	All hardware installed shall not obstruct or interfere with any Portable Traffic Signal component or system.	X		
21.8	All safety, warning and instructional decals must be properly displayed and appropriate for application.	X		
21.9	Maine DOT Fleet Services reserves the right to pre-inspect the portable traffic signal before delivery.	X		

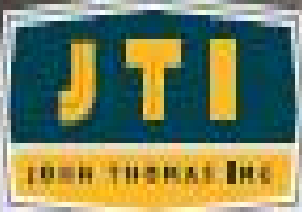
21.10	Exceptions to specifications shall be listed on a separate paper and noted as exceptions and submitted with bid proposal. If exceptions are not listed as such it shall be considered that the vendor will comply with all specifications as listed.	X		
21.11	Equipment offered must comply with applicable Federal and State of Maine laws.	X		
21.12	Upon delivery of unit(s), all necessary paperwork such as Certificate of Origin, dealer's certificate and invoices shall accompany unit(s).	X		
21.13	All bidding proposals will include shipping and delivery to: Maine Department of Transportation Fleet Services, 66 Industrial Dr., Augusta, ME 04330.	X		
	22.0 SERVICE	Abbreviation	Actual Dimension	Notes
22.1	Maine DOT's objective is to have the vendor provide warranty and service at facilities that are as close as possible to localities where the Portable Traffic Signal will be used. To that end, Maine DOT desires that the vendors will have warranty and service facilities located within 75 miles of each division	X		

	headquarters, Scarborough, Augusta, Dixfield, Bangor and Caribou.			
22.2	Vendors must provide a list of bidder service center locations.	☒	☐	☐
22.3	Bidders must supply a written explanation describing such things as the locations of the facilities, the times the facilities will be available for use, qualifications of the staff at the facilities and how the vendor will provide warranty and service at these service facilities. (Explain in a written document submitted with the proposal).	☒	☐	☐



PTS-2000™

NEMA TS3-TR1 Portable Traffic Signal



JOHN THOMAS INC.

MODEL: Trailer



PTS-2000™

NEMA TS5-TR1 Portable Traffic Signal



SIMPLIFYING TEMPORARY TRAFFIC CONTROL

FEATURES

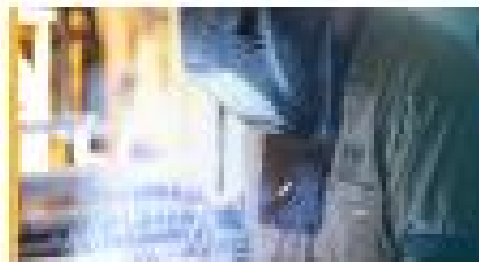
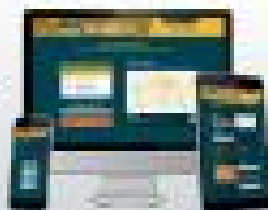
- Easy to deploy, program and operate
- Towable Type 4-trailer
- Bank of eight 6-volt batteries standard
- External voltage meter to easily monitor batteries
- Solar tilt and rotate (STAR) PV array
- Fast deployment with the flip of a switch
- Tandem or single trailer towing capabilities
- Retractable and lockable tongue for added safety
- Galaxy® Controller – up to 16 phases
- Simple to program with pre-programmed settings
- Optional GALAXY CONNECT Remote Management System



GALAXY CONNECT

REMOTE MANAGEMENT SYSTEM

- 24/7 Real Time Remote Monitoring
- Easy-to-Use Online Dashboard
- Live Video Feed
- Automatic Tamper and Fault Alerts
- Dedicated Controller Programming and Support



BUILT FOR YOU – EQUIPPED YOUR WAY!

JTI's products are proudly **MADE IN THE USA**.
Our in-house engineering and manufacturing teams can build a PTS-2000 to fit your exact specifications.

**REQUEST
A QUOTE**

CONTACT JTI TODAY!
888.447.7263

**WE'VE GOT
YOUR BACK**