

**ELLSWORTH
PIN 17728.00**

**MATERIALS
LIGHT EMITTING DIODES**

2010

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
 - a. A copy of the Notice to Contractors
 - b. the completed Acknowledgement of Bid Amendments form
 - c. the completed Schedule of Items in Appendix A
 - d. two (2) copies of the completed and signed Contract to Purchase Supplies, Materials and/or Equipment for a Specific Project form
 - e. The completed Contractor Information Sheet
 - f. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. For security and other reasons, all Bid Packages which are mailed or delivered, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - Title:
 - Town:
 - Date of Bid Opening:
 - Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

- Double Envelope: Bid Enclosed
- Title:
- Town:
- Date of Bid Opening:
- Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

- Bid Enclosed: Do Not Open
- Title:
- Town:
- Name of Contractor:

4. If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capital Street side of the DOT Headquarters Building in Augusta. If a paper Bid is to be sent express, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 24 Child Street, 16 State House Station, Augusta, ME 04330-0016.
5. If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002.

January 30, 2004
Supercedes February 11, 2003

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or Mike Babb at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments in their bids using the Acknowledgement of bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Larry Childs at Larry.Childs@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/vendorinfo/vss.htm> .

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Light Emitting Diodes** in the town/city of **ELLSWORTH**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **May 12, 2010** and at that time and place publicly opened and read. Bids will be accepted from all bidders.

Description: PIN 17728.00

Location: Delivered to City of Ellsworth Highway Department, located at 526 Main St. Ellsworth, ME.

Outline of Work: Furnish and Deliver Light Emitting Diodes and other incidentals.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

There will be no Bid Bond, Performance Bond or Payment Bond required.

Bid proposal packages are available at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> Bid proposal packages can also be obtained at no cost at the MaineDOT building in Augusta, Maine or by telephone at 207-624-3536 between the hours of 8:00 A.M. and 4:30 P.M.

Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine
April 21, 2010


Rhonda Fletcher
Assistant Director
Maintenance and Operations

Ellsworth
17728.00
Light Emitting Diodes
August 3, 2004
Supercedes March 17, 2004

**SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

This Agreement (the "Contract") is entered into between the Maine Department of Transportation ("Department" or "MaineDOT") with its principal office located at Child Street, Augusta, Maine, and a mailing address of 16 State House Station, Augusta, Maine 04333-0016, and _____ ("Contractor"), a corporation or other legal entity organized under the laws of the State of _____ with its principal place of business located at _____, and a mailing address of _____ and a telephone number as follows: _____.

The Vendor Customer Number of the Contractor is _____.

MaineDOT, pursuant to 23 M.R.S.A. §52, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the "Materials") described in attached Appendix A. The offer submitted by Contractor (the "Bid Price") is accepted by MaineDOT as the successful bid. The terms and conditions of the purchase of the Materials are set forth below:

A. Deliverables.

The Contractor agrees to provide the Materials known as Light Emitting Diodes (LED's), more specifically described in Appendix A for use in MaineDOT Project No. 17728.00 (the "Project").

B. Time.

This Contract becomes effective on the date last signed below. The Contractor agrees to deliver the Materials on or **before July 15, 2010**. This Contract expires on **December 30, 2010**.

C. Bid Price.

The Bid Price(s) offered by Contractor and accepted by MaineDOT are as provided in Appendix A. These Bid Prices will serve as a basis for the Contract amount set forth in section F below.

D. Contract Documents.

The Contract consists of this Agreement and the following attachments which are hereby incorporated into the Contract as part of its terms and conditions:

- Appendix A--Description of Materials, Supplies, Equipment and Bid Price
- Appendix B--Special Provisions for Purchase of Project Materials

By agreement, this Contract may be amended, modified, or supplemented by written agreement signed by both parties.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in Appendix B are accurate as of the date of this Contract.
2. The Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
3. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
4. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

Dated: _____

CONTRACTOR

(Name and Title Printed)

F. Award.

By signing below, an authorized representative of MaineDOT hereby accepts Contractor's offer and awards this Contract to Contractor in the amount of \$ _____ under the terms and conditions set forth above.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

Dated: _____

MAINE DEPARTMENT OF TRANSPORTATION

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

This Agreement (the "Contract") is entered into between the Maine Department of Transportation ("Department" or "MaineDOT") with its principal office located at Child Street, Augusta, Maine, and a mailing address of 16 State House Station, Augusta, Maine 04333-0016, and _____ ("Contractor"), a corporation or other legal entity organized under the laws of the State of _____ with its principal place of business located at _____, and a mailing address of _____ and a telephone number as follows: _____.

The Vendor Customer Number of the Contractor is _____.

MaineDOT, pursuant to 23 M.R.S.A. §52, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the "Materials") described in attached Appendix A. The offer submitted by Contractor (the "Bid Price") is accepted by MaineDOT as the successful bid. The terms and conditions of the purchase of the Materials are set forth below:

A. Deliverables.

The Contractor agrees to provide the Materials known as Light Emitting Diodes (LED's), more specifically described in Appendix A for use in MaineDOT Project No. 17728.00 (the "Project").

B. Time.

This Contract becomes effective on the date last signed below. The Contractor agrees to deliver the Materials on or **before July 15, 2010**. This Contract expires on **December 30, 2010**.

C. Bid Price.

The Bid Price(s) offered by Contractor and accepted by MaineDOT are as provided in Appendix A. These Bid Prices will serve as a basis for the Contract amount set forth in section F below.

D. Contract Documents.

The Contract consists of this Agreement and the following attachments which are hereby incorporated into the Contract as part of its terms and conditions:

- Appendix A--Description of Materials, Supplies, Equipment and Bid Price
- Appendix B--Special Provisions for Purchase of Project Materials

By agreement, this Contract may be amended, modified, or supplemented by written agreement signed by both parties.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in Appendix B are accurate as of the date of this Contract.
2. The Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
3. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
4. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

Dated: _____

CONTRACTOR

(Name and Title Printed)

F. Award.

By signing below, an authorized representative of MaineDOT hereby accepts Contractor's offer and awards this Contract to Contractor in the amount of \$ _____ under the terms and conditions set forth above.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

Dated: _____

MAINE DEPARTMENT OF TRANSPORTATION

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

This Agreement (the "Contract") is entered into between the Maine Department of Transportation ("Department" or "MaineDOT") with its principal office located at Child Street, Augusta, Maine, and a mailing address of 16 State House Station, Augusta, Maine 04333-0016, and CONTRACTOR ABC INC ("Contractor"), a corporation or other legal entity organized under the laws of the State of MAINE with its principal place of business located at ABC STREET, ABC, Maine 00000, and a mailing address of ABC STREET, ABC, MAINE and a telephone number as follows: 207-999-9999.

The Vendor Customer Number of the Contractor is VC9999999999.

MaineDOT, pursuant to 23 M.R.S.A. §52, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the "Materials") described in attached Appendix A. The offer submitted by Contractor (the "Bid Price") is accepted by MaineDOT as the successful bid. The terms and conditions of the purchase of the Materials are set forth below:

A. Deliverables.

The Contractor agrees to provide the Materials known as **PRECAST CATCH BASINS**, more specifically described in Appendix A for use in MaineDOT Project No. **12711.00 STRONG**. (the "Project").

B. Time.

This Contract becomes effective on the date last signed below. The Contractor agrees to deliver the Materials on or before **APRIL 20, 2009**. This Contract expires on **DECEMBER 31, 2009**.

C. Bid Price.

The Bid Price(s) offered by Contractor and accepted by MaineDOT are as provided in Appendix A. These Bid Prices will serve as a basis for the Contract amount set forth in section F below.

D. Contract Documents.

The Contract consists of this Agreement and the following attachments which are hereby incorporated into the Contract as part of its terms and conditions:

- Appendix A--Description of Materials, Supplies, Equipment and Bid Price
- Appendix B--Special Provisions for Purchase of Project Materials

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

By agreement, this Contract may be amended, modified, or supplemented by written agreement signed by both parties.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in Appendix B are accurate as of the date of this Contract.
2. The Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
3. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
4. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

Dated: (Date Here)

CONTRACTOR

(Sign Here)

(Print Name Here)

(Name and Title Printed)

F. Award.

By signing below, an authorized representative of MaineDOT hereby accepts Contractor's offer and awards this Contract to Contractor in the amount of \$_____ under the terms and conditions set forth above.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR
EQUIPMENT FOR A SPECIFIC PROJECT

Dated: _____

MAINE DEPARTMENT OF TRANSPORTATION

(Name and Title Printed)

SAMPLE

APPENDIX A
Description of Materials, Supplies, Equipment and Bid Price
Light Emitting Diodes

Description

The Maine Department of Transportation proposes to procure Light Emitting Diodes (LED's) to replace existing incandescent bulbs at 2 intersections in the City of Ellsworth. It is expected that 48 bulbs and two pedestrian heads will be replaced.

General

1.) All LED fixtures shall be Energy Star Qualified. LED fixtures shall have the capability to be installed in the housings produced by, but not limited to, the following manufacturers:

American Signal Co.; Eagle Signal Controls; Econolite Control Prod. Inc.; General Traffic Equipment Corp.; McCain Traffic Supply; Peek Traffic; Peek/Sarasota Traffic Inc.; Traffic Parts; LFE; Pelco; Crouse Hinds

2.) All Led fixtures shall be hard wire connected, screw in fixture types will not be accepted.

3.) The LED traffic signal lamp unit shall be designed as a retrofit replacement for existing signal lamps which will not require any special tools for installation or future replacement.

4.) Installation of a retrofit replacement LED traffic signal lamp unit into an existing signal housing shall only require removal of the existing lens, reflector, and incandescent lamp, fitting of the new unit securely in the housing door, and connecting to existing electrical wiring or terminal block by means of simple connectors. All LED Signal modules shall include a new lens gasket with each signal module.

5.) If proper orientation of the LED unit is required for optimum performance, prominent and permanent directional marking(s), that is an "UP Arrow", for correct indexing and orientation shall exist on the unit.

6.) The manufacturer's name, serial number and other necessary identification shall be permanently marked on the backside of the LED traffic signal lamp unit. A label shall be placed on the unit certifying compliance to ITE standards.

7.) LED signal modules shall be manufactured in accordance with a vendor quality assurance (QA) program. The QA program shall include two types of quality assurance: (a) design quality assurance and (b) production quality assurance. The production quality assurance includes statistically controlled routine tests to ensure minimum performance levels of LED signal modules built to meet this specification.

Optical and Light Output Requirements

- 1.) LED optical assemblies for the 8 inch units shall be 650 lumen minimum initial output, 120 volt, 100,000 hour rated life, clear traffic signal lamps. Lamps for the 12 inch units shall be 1900 lumen minimum initial output, 120 volt, 100,000 hour rated life.
- 2.) The intensity and distribution of light from each illuminated signal LED optical assembly shall conform to the latest revisions of the ITE “Standard for Adjustable Face Vehicle Traffic Control Signal Heads”, and the “Standard for Traffic Signal LED”.
- 3.) The LED traffic signal lamp unit shall be a single, self-contained device, not requiring on-site assembly for installation into traffic signal housing. The assembly and manufacturing process for the LED signal assembly shall be designed to assure all internal LED and electronic components are adequately supported to withstand mechanical shock and vibration from high winds and other sources as per MIL-STD-883.
- 4.) The assembly and manufacturing process for the LED traffic signal lamp unit assembly shall be such as to assure all internal LED and electronic components are adequately supported to withstand mechanical shock and vibration from high winds and other sources.
- 5.) Each module shall comprise a smooth surfaced convex UV stabilized polycarbonate outer shell. LEDs shall be mounted on a polycarbonate positioning plate. A mechanical alignment and assembly mechanism shall ensure that each LED is retained in a pre-determined position. The light distribution of each LED shall be maximized by an internal beam controlling optical lens designed and patented to meet the 44 points measurement of the VTCSH standard (Part-2). The lens shall be molded from optical quality acrylic.
- 6.) LED Signal modules shall have an expanded vertical field of view for increased visibility on span wire.
- 7.) LED Signal modules shall have a downward angled outer lens to reduce sun phantom effect.
- 8.) LED Signal module shall have a uniform light distribution across the face of the signal.

Environmental Requirements

- 1.) The LED signal module shall be rated for use in the ambient operating temperature range of -40°C (-40°F) to + 74°C (+165°F).
The LED signal module shall be protected against dust and moisture intrusion per the requirements of NEMA Standard 250-1991, for Type 4 enclosures to protect all internal LED, electronic, and electrical components. The LED signal module lens shall be UV stabilized.
- 2.) The Unit shall be dust and moisture tight to protect all LED electrical components.
- 3.) The unit shall consist of a housing that is a sealed watertight enclosure that eliminates dirt contamination and allows for safe handling in all weather conditions.

4.) The LED signal and associated on-board circuitry must meet Federal Communications Commission (FCC) Title 47, SubPart B, Section 15 regulations concerning the emission of electronic noise.

Electrical Requirements

1.) All wiring and terminal blocks shall meet the requirements of Section 13.02 of the VTCSH standard. Two secured, color coded, 914 mm (36 in) long 600 V, 20 AWG minimum, jacketed wires, conforming to the National Electrical Code, rated for service at +105°C, are to be provided for electrical connection.

2.) The module shall operate on a 60 Hz AC line voltage ranging from 80 volts rms to 135 volts rms with less than 10% light intensity variation. Nominal rated voltage for all measurements shall be 120 ± 3 volts rms. The circuitry shall prevent flickering over this voltage range.

3.) The individual LED light sources shall be wired so that a catastrophic failure of one LED light source will result in the loss of only that LED light source.

4.) The power supply must permit the regulation of the current supplied to the LEDs to maintain a constant current.

5.) The LED signal module shall provide a power factor of 0.90 or greater at 25°C and at the nominal operating voltage.

6.) Total harmonic distortion (THD), (current and voltage), induced into an ac power line by a signal module shall not exceed 20 percent, over the operating voltage range specified in Section 14 and within the ambient temperature range specified in Section 4.

7.) The signal module on-board circuitry shall include voltage surge protection to withstand high-repetition noise transients and low-repetition high-energy transients as stated in Section 2.1.6, NEMA Standard TS-2, 1992.

8.) The LED signal module shall operate from a 60 ± 3 HZ ac line power over a voltage range from 80 Vac rms to 135 Vac rms. The current draw shall be sufficient to ensure compatibility and proper triggering and operation of load current switches and conflict monitors in signal controller units the procuring traffic authority customer has in use. Load switches shall be compatible with NEMA (TS-1 or later) or Model 170 (1989 or later).

Warranty

Manufacturer will provide the following warranty provisions:

(1) Replacement or repair of an LED signal module that fails to function as intended due to workmanship or material defects within the first 60 months from the date of delivery.

(2) Replacement or repair of LED signal modules that exhibit luminous intensity of less than the minimum values specified in Table 1 of ITE specification VTCSH-Part-2 July 1998, within the first 36 months from the date of delivery.

LED Pedestrian countdown Heads

1.0 PURPOSE

The purpose of this specification is to provide the minimum performance requirements for the LED “walking person” and “hand” icon pedestrian signal modules with countdown (hereafter called module or modules). This specification is only for the nominal overall message-bearing surface of 406 x 457 mm (16 x 18 in). This specification is not intended to impose restrictions upon specific designs and materials that conform to the purpose and the intent of this specification. This specification refers to definitions and practices described in “Pedestrian Traffic Control Signal Indications” published in the *Equipment and Materials Standards of the Institute of Transportation Engineers*, (referred to in this document as “PTCSP”) and in the Applicable Sections of Manual on Uniform Traffic Control Devices (MUTCD) 2003 Section 4E. This purchasing specification applies to modules purchased after the effective date of these specifications.

2.0 PHYSICAL AND MECHANICAL REQUIREMENTS

2.1 General

Pedestrian Count-down heads shall be modular to ease in the use of future maintenance. The count-down module and housing shall be of the type that will only require the removal of the existing optical unit components, i.e., lens, lamp module, gaskets, and reflector to be replaced and shall be weather tight and fit securely in the housing; and shall connect directly to existing electrical wiring.

2.2 The Module under physical and mechanical requirements

- 2.2.1 The module shall be capable of replacing the optical component of the pedestrian indication.
- 2.2.2 The module lens may be a replaceable part without the need to replace the complete module. Only modules with internal mask shall be utilized. No external silk-screen shall be permitted.
- 2.2.3 When not illuminated, the WALKING PERSON (symbolizing WALK), UPRAISED HAND (symbolizing DON’T WALK), and COUNTDOWN DIGITS shall not be readily visible to pedestrians at the far end of the crosswalk.
- 2.2.4 The countdown digits of the pedestrian signal module shall be located adjacent to the associated UPRAISED HAND (symbolizing DON’T WALK).
- 2.2.5 The display of the number of remaining seconds shall begin only at the beginning of the pedestrian change interval. After the countdown

displays zero, the display shall remain dark until the beginning of the next countdown.

- 2.2.6 The walking person, hand icons and countdown digits (16"x18" size only) shall be incandescent looking. The configurations of the walking person icon, hand icon and numbers icons are illustrated in Figures 1, 2 (per PTCSI Part 2 Specification) and Figure 3 respectively.



Figure 1

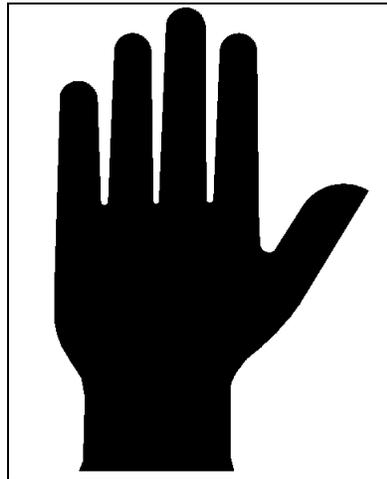


Figure 2

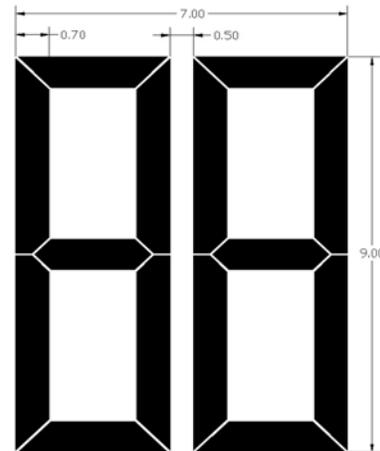


Figure 3

Dimensions for Figures 1, 2 and 3

For each nominal message bearing surface (module) size, use the corresponding minimum H (height) and W (width) measurements:

Module Size	Icon Height	Icon Width	Countdown Height	Countdown Width	Countdown Segment Width
406 x 457 mm (16 x 18 in)	297 mm 11 in	178 mm 7 in	229 mm 9 in	178 mm 7 in	17.78 mm 0.7 in

Note: The units shall not have any external attachments, dip switches, toggle switches or options that will allow the mode to be changed from counting the clearance cycle, to the full walk/don't walk cycle or any other modification to the icons or digits.

2.3 Environmental Requirements

2.3.1. All exposed components of a module shall be suitable for prolonged exposure to the environment, without appreciable degradation that would interfere with function or appearance.

2.3.2. The module shall be rated for use in the ambient operating temperature range, measured at the exposed rear of the module, of -40°C to +74°C. (-40°F to +165°F)

- 2.3.3. A module shall be protected against dust and moisture intrusion, including rain and blowing rain. Shall be sealed and meet MIL-STD-810F Procedure I, Rain & Blowing Rain specifications.
- 2.3.4. The module lens shall not crack, craze or yellow due to solar UV irradiation.
- 2.3.5. In order to prevent water seepage between the back cover and the electrical wires, or between the copper and insulation of the wires, the electrical connection between the wires and power supply unit shall be accomplished using over-molded lug connectors. Electrical wires shall not be permitted to penetrate the LED module housing.

2.4 Construction

- 2.4.1. The assembly and manufacturing process for the module shall be designed to assure all internal LED and electronic components are adequately supported to withstand mechanical shock and vibration from high winds and other sources.

2.5 Materials

- 2.5.1. Materials used for the lens and LED module construction shall conform to ASTM specifications where applicable.
- 2.5.2. Enclosures containing the power supply and electronic components of the LED module shall be made of UL94 flame retardant materials. The lens of the LED module is excluded from this requirement.
- 2.5.3. The front window shall be a transparent polycarbonate material with internal masking to prevent the icons and digits from being visible from far when not in operation. External silk-screen technology shall not be permitted.

2.6 Module Identification

- 2.6.1 Each module shall be identified on the backside with the manufacturer's name, model, serial number and operating characteristics of each symbol. The operating characteristics identified shall include the nominal operating voltage and stabilized power consumption, in watts and Volt-Amperes.
- 2.6.2 Modules conforming to this specification (WALKING PERSON, UPRaised HAND only), may have the following statement on an attached label: "Manufactured in Conformance with the ITE Pedestrian Traffic Control Signal Indications - Part 2: Light Emitting Diode (LED) Pedestrian Signal Modules".

3.0 PHOTOMETRIC REQUIREMENTS

3.1 Luminance, Uniformity & Distribution

- 3.1.1 **Luminance uniformity:** The uniformity of the signal output across the emitting section of the module lens (i.e. the hand, person or countdown icon) shall not exceed a ratio of 5 to 1 between the maximum and minimum luminance values (cd/m²).

4.0 ELECTRICAL

4.1 General

Maximum of three secured, color coded, 1 meter (39 in) long 600 V, 16 AWG minimum, jacketed wires, conforming to the National Electrical Code, rated for service at +105°C, are to be provided for electrical connection. The conductors shall be color coded with orange for the hand, blue for the walking person and white as the common lead.

4.2 Voltage Range

- 4.2.1 **LED modules shall operate from a 60 ± 3 Hertz ac line power over a voltage range from 80 to 135 VAC RMS.**
- 4.2.2 **Nominal operating voltage for all measurements shall be 120 ± 3 VAC RMS.**
- 4.2.3 **Fluctuations in line voltage over the range of 80 to 135 VAC RMS shall not affect luminous intensity by more than ± 10 %.**
- 4.2.4 **To prevent the appearance of flicker, the module circuitry shall drive the LEDs at frequencies greater than 100 Hz when modulated, or at DC, over the voltage range specified in Section 4.2.1.**
- 4.2.5 **Low Voltage Turn Off:** There should be no illumination of the module when the applied voltage is less than 35 VAC RMS. To test for this condition, each icon must first be fully illuminated at the nominal operating voltage. The applied voltage shall then be reduced to the point where there is no illumination. This point must be greater than 35 VAC RMS.
- 4.2.6 **Default Condition:** For abnormal conditions when nominal voltage is applied to the unit across the two-phase wires (rather than being applied to the phase wire and the neutral wire) the pedestrian signal unit shall default to the hand symbol.
- 4.2.7 **In order to prevent water seepage between the back cover and the electrical wires, or between the copper and insulation of the wires, the**

electrical connection between the wires and power supply unit shall be accomplished using over-molded lug connectors. Electrical wires shall not be permitted to penetrate the LED module housing.

4.3 Transient Voltage Protection

The on-board circuitry of a module shall include voltage surge protection:

- To withstand high-repetition noise transients and low-repetition high-energy transients as specified in NEMA Standard TS-2 2003; Section 2.1.8
- Section 8.2 IEC 1000-4-5 & Section 6.1.2 ANSI/IEEE C62.41.2-2002, 3kV, 2 ohm
- Section 8.0 IEC 1000-4-12 & Section 6.1.1 ANSI/IEEE C62.41.2-2002, 6kV, 30 ohm

4.4 Electronic Noise

The LED signal and associated on-board circuitry shall meet the requirements of the Federal Communications Commission (FCC) Title 47, Subpart B, Section 15 regulations concerning the emission of electronic noise by Class A digital devices.

4.5 Power Factor (PF) and AC Harmonics

4.5.1 The modules shall provide a power factor of 0.90 or greater when operated at nominal operating voltage, and 25°C (77°F).

4.5.2 Total harmonic distortion induced into an AC power line by the module, operated at nominal operating voltage, and at 25°C (77°F) shall not exceed 20%.

4.6 Controller assembly Compatibility

4.6.1 The current draw shall be sufficient to ensure compatibility and proper triggering and operation of load current switches and conflict monitors in signal controller units.

4.6.2 Off State Voltage Decay: When the module is switched from the On state to the Off state the terminal voltage shall decay to a value less than 10 VAC RMS in less than 100 milliseconds when driven by a maximum allowed load switch leakage current of 10 milliamps peak (7.1 milliamps AC)

4.7 Constant Current Drive

The countdown digits shall be driven by constant current to improve LED efficiency and lifespan.

5.0 MODULE FUNCTIONS

5.1 Cycle

The module shall operate in one mode: *Clearance Cycle Countdown Mode Only*. The module shall start counting when the flashing don't walk turns on and will countdown to "0" and turn off when the steady "Don't Walk" signal turns on. The module shall not have user accessible switches or controls for the purpose of modifying the cycle, icons or digits.

5.2 Learning Cycle

At power on, the module enters a single automatic learning cycle. During the automatic learning cycle, the countdown display shall remain dark.

5.3 Cycle Modification

The unit shall re-program itself if it detects any increase or decrease of Pedestrian Timing. The digits shall go blank once a change is detected and then take one complete pedestrian cycle (with no counter during this cycle) to adjust its buffer timer.

5.4 Recycling

The module shall allow for consecutive cycles without displaying the steady Hand icon ("Don't Walk").

5.5 Pre-Emption

The module shall recognize preemption events and temporarily modify the crossing cycle accordingly.

- If the controller preempts during the walking man, the countdown shall follow the controller's directions and shall adjust from walking man to flashing hand. It shall start to count down during the flashing hand.
- If the controller preempts during the flashing hand, the countdown shall continue to count down without interruption.

The next cycle, following the preemption event, shall use the correct, initially programmed values. This specification is worded such that the flashing don't walk time is not modified.

5.6 "Don't Walk" Steady

If the controller output displays "Don't Walk" steady condition or if both the hand /person go dark and the unit have not arrived to zero, the unit suspends any timing and the digits shall go dark.

5.7 Power Outage

The digits will go dark for one pedestrian cycle after loss of power of more than 1.5 seconds.

6.0 QUALITY ASSURANCE

6.1 General

Unless otherwise specified all of the test will be conducted at an ambient temperature of 25°C and at the nominal operating voltage of 120 VAC RMS.

6.1.1 The modules shall be manufactured in accordance with a vendor quality assurance (QA) program.

6.1.2 QA process and test result documentation shall be kept on file for a minimum period of seven years

6.2 Conformance

The module designs not satisfying design qualification testing and the production quality assurance testing performance requirements shall not be labeled, advertised, or sold as conforming to this specification.

6.3 Design Qualification Testing

6.3.1 Design Qualification testing shall be performed on new module designs, and when a major design change has been implemented on an existing design.

6.3.2 High Temperature High Humidity (HTHH): 1000 hours at +60°C (+140°F), 90% Relative Humidity with cycling starting at 30 down to 0. This will ensure that each symbol is properly tested.

6.3.3 Unless otherwise specified, all of the tests shall be conducted on the same set of randomly selected modules, hereafter called the sample set, at an ambient temperature of 25°C and at the nominal operating voltage of 120 VAC RMS.

6.3.4 Testing shall be performed once every 5 years or when the module design or LED technology has been changed. The module manufacturer shall retain test data for a minimum period of 7 years and for a period of at least 5 years beyond the last date of manufacture of that model type.

6.3.5 Conditioning: The module shall be energized for a minimum of 24 hours in an ambient temperature of +60°C (+140°F), 0% Relative Humidity with cycling starting at 99 down to 0. This will ensure that each symbol is properly conditioned.

6.3.6 Mechanical Vibration: Mechanical vibration testing shall be performed per MIL-STD-883, Test Method 2007.

- 6.3.7 **Temperature Cycling:** Temperature cycling shall be performed per MIL-STD-883, Test method 1010. The temperature range shall include the full ambient operating temperature range specified in Section 2.3.2.
- 6.3.8 **Moisture Resistance:** Moisture resistance testing shall be performed per MIL-STD-810F, Test Method 506.4, Procedure I, Rain and Blowing Rain. The test shall be conducted on stand-alone modules, without a protective housing. The modules shall be vertically oriented, such that the lens is directed towards the wind source when at a zero rotation angle. The modules shall be energized throughout the test. The water shall be at $25^{\circ} \pm 5^{\circ}\text{C}$ ($77^{\circ} \pm 9^{\circ}\text{F}$). The wind velocity shall be 80 km/hr (50 mph).

7.0 WARRANTY

Manufacturers will provide the following warranty provisions. Replacement or repair of an LED signal module that fails to function as intended due to workmanship or material defects within the first 5 years (60 months) from the date of delivery.

Criteria

If the material does not meet all the criteria above, the bid will be rejected. The proposal shall, at a minimum, describe how the product meets each of the above referenced criteria. All proposals meeting the above criteria will be reviewed using the Price Proposal below. The contract will be awarded to the firm that submits the lowest responsible Price Proposal. The lowest responsible Price Proposal will be determined by the lump sum total price of each requested item below. Unbalanced Price Proposals will be just cause for rejecting a proposal. The Department will determine what justifies unbalanced Price Proposals.

SCHEDULE OF ITEMS

The Department is seeking a Price Proposal to supply and deliver the following items:

Item	Quantity	Price/unit	Total Price
12" inch Yellow Arrow	<u>2</u>	_____	_____
12" inch Green Arrow	<u>2</u>	_____	_____
12" inch Red Ball	<u>14</u>	_____	_____
12" inch Yellow Ball	<u>14</u>	_____	_____
12" inch Green Ball	<u>14</u>	_____	_____
18" Ped Count down heads With housing	<u>2</u>	_____	_____
Total Lump Sum			_____

Delivery:

Delivery shall be made to the City of Ellsworth Highway Department, 526 Main St. Ellsworth, ME. The Contractor shall notify MaineDOT, Project Manager Stephen Landry at 207-557-0347 a minimum of one week prior to delivery and for delivery coordination. The Contractor shall deliver the materials only during the following times: Monday through Friday, 7:00 AM through 3:30 PM - **No Deliveries will occur on holidays, or government closure days.** The Department or City will not off-load the materials at the delivery site.

Contract Administrator: The contract administrator for this contract will be:

Name:	<u>Stephen Landry</u>
Title:	<u>Assistant State Traffic Engineer</u>
Address:	<u>Maine Department of Transportation</u> <u>16 State House Station Road, Augusta, ME 04333-0016</u>
Phone:	<u>207-557-0347</u>

Invoices and Payments: The Contractor shall submit an itemized bill to the Department for materials following delivery for approval and payment. Invoices shall include the following minimum information:

Contractor name, address & Contract Number
Invoice Date & Number
Dates of Delivery

The Department will pay based upon prices bid and the invoices provided and accepted.

No such payment will be made if, in the judgment of the Department, the Materials are not in accordance with the provisions of the Contract. The Contractor agrees to waive all claims related to the timing and amount of such payments.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to supply the materials under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work.

No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

Dispute Resolution: If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

Conformity with Standards: Unless otherwise provided in the contract, all materials shall conform to the following standards, as applicable.

- A. MDOT
- B. AASHTO
- C. ASTM
- D. AREMA
- E. Standard conditions and special conditions contained in any permit
- F. Manual on Uniform Traffic Control Devices (MUTCD)
- G. American with Disabilities Act (ADA)

Material Quality: Materials and manufactured products shall be new unless otherwise specified, free from defect, and in conformity with the contract. If there is no applicable standard set forth in this Contract for a particular item, then the item shall be in accordance with industry standards prevailing at the time of bid. The Department has the authority to inspect all Materials and every detail of the Work. The Contractor shall provide the Department with safe access to all portions of the Work in Conformity with all applicable OSHA requirements. The Contractor shall furnish the Department with all information and assistance required to make a detailed inspection.

When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not con-forming to the Specifications at any time

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- 1) **WARRANTY.** Contractor warrants:
- a) That all articles and services to be supplied by it under this contract are fit and sufficient for the purpose intended;
 - b) That all articles and services covered by this contract will conform to the specifications, drawing samples, symbols or other description specified by the Department;
 - c) That such articles are merchantable, good quality and free from defects whether patent or latent in material and workmanship;
 - 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 Contract or relieve the Contractor from liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the materials and articles delivered pursuant to this Contract and pay any damages resulting from such defects which shall appear within 1 year from the date of final acceptance of the materials and articles provided hereunder. The Department shall give written notice of observed defects with reasonable promptness.

- 2) **TAXES.** Contractor agrees that, unless otherwise indicated in this Contract, the prices herein do not include federal, state or local sales, or use the tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Department as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Department and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Department.
- 3) **PACKING & SHIPMENT.** Deliveries shall be made as specified without charge for boxing, shipping or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform with 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. Shipping terms F.O.B. destination.

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- 4) **DELIVERY.** Delivery should be strictly in accordance with delivery schedule. Articles fabricated beyond the Department's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule. Unless otherwise specified herein, or receipt of written approval, no deliveries shall be made in advance of the Department's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Department. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
- 5) **REMEDY.** If Contractor's deliveries fail to meet such schedule, the Department, without limiting its other remedies, may direct expedited shipping, and the difference between the expedited routing and the order routing costs shall be paid by the Contractor.
- 6) **INSPECTION.** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Department at its option may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Department may reject an entire shipment of similar articles if a sample inspection discloses that ten (10%) percent of the articles inspected are defective. This may be waived if the Contractor agrees to reimburse the Department for the cost of a complete inspection of the articles included in such shipment. Rejected material will be returned at Contractor's risk and expense at the full invoice price plus applicable transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Department.
- 7) **BENEFITS AND DEDUCTIONS.** If the Contractor is an individual, the Contractor understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further

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- 8) **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
- 9) **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor.
- 10) **CHANGES IN THE WORK.** The Department may make changes to its order, the Contract Amount will be amended accordingly, these changes will not invalidate this Contract. In no event shall Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any monetary adjustment or any substantive change in the articles or materials shall be in the form of an amendment, signed by both parties and approved by the MaineDOT. Said amendment must be effective prior to delivery of the articles or materials.
- 11) **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Contractor 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 written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Contractor of its liability under this Contract.
- 12) **PERSONNEL.** The Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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- 13) **STATE EMPLOYEES NOT TO BENEFIT.** No individual employed by the State at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract 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.
- 14) **MATERIAL SAFETY DATA SHEETS.** 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 for any hazardous chemical to their direct purchasers of that chemical.
- 15) **ACCESS TO RECORDS.** The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Contractor shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.
- 16) **TERMINATION.** The performance of work under the Contract may be terminated by the Department in whole, or in part, whenever the Contract Administrator determines that such termination is in the best interest of the Department including but not limited to the following circumstances:
- (a) The Contractor fails to make delivery of articles, or to perform services within the time or time specified herein, or
 - (b) The Contractor fails to make delivery of articles, or specified materials, or
 - (c) If Contractor defaults under any other term or condition of this contract, or
 - (d) If Contractor fails to make progress as to endanger the performance of this contract in accordance with its terms; or,
 - (e) If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency.

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In the event that the Division terminates this agreement in whole or in part pursuant to this paragraph, the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as deemed appropriate by the Department, and Contractor shall be liable to the Department for any excess cost incurred.

- 17) **GOVERNMENTAL REQUIREMENTS.** The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations.
- 18) **GOVERNING LAW.** This Contract is pursuant to 23 M.R.S.A. §52, and 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 in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- 19) **STATE HELD HARMLESS.** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as “claims”) resulting from or arising out of the performance of this Contract by the Contractor, its employees, agents, or subcontractors. This indemnification includes all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department’s negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract.
- 20) **NOTICE OF CLAIMS.** The Contractor shall give the Department Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
- 21) **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient 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 the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

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- 22) **SEVERABILITY.** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 23) **FORCE MAJEURE.** The Department may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.
- 24) **DEBARMENT, SUSPENSION, INELIGIBILITY, OR EXCLUSION.** By signing the Contract, the Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
- 25) **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Contractor under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.