

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing & Contracting (the "State") and Highway Tech Signal Equipment Sales, Inc., with a principal place of business in Lewiston, ME (the "Contractor") that the contract between them originally dated as of September 19, 2015, Contract # 30139, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2021 to March 31, 2022.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 1 page. Except as modified by this Amendment No. 5 all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

HIGHWAY TECH SIGNAL EQUIPMENT SALES, INC.

By: _____

By: _____

Name: Jennifer Fitch

Name: _____

Title: Commissioner - Buildings and General Services

Title: _____

Date: _____

Date: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Highway Tech Signal Equipment Sales, Inc., with a principal place of business in Lewiston, ME (the "Contractor") that the contract between them originally dated as of September 19, 2015, Contract # 30139, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from March 1, 2020 to June 30, 2021.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

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Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 1 page. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

**HIGHWAY TECH SIGNAL EQUIPMENT
SALES, INC.**

By: _____

By: _____

Name: Christopher Cole _____

Name: _____

Title: Commissioner _____

Title: _____

Buildings & General Services

Date: _____

Date: _____

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Supplier 0000018505
Highway Tech Signal Equipment Sales Inc
88 Commercial St
Lewiston ME 04240-3903
United States

Contract ID 0000000000000000000030139	Page 1 of 6
Contract Dates 09/19/2015 to 03/01/2020	Origin CPS
Description: CPS-TRAFFIC SIGNAL EQUIPMENT	Contract Maximum \$9,999,999.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Cabinets	EA	0.01000	0.00	0.00
		Trafficware P-44 Ground Mounted Traffic Control Cabinet \$13,200.00				
2		Trafficware M Pole Mounted Traffic Control Cabinet \$12,700.00 Controllers	EA	0.01000	0.00	0.00
		Trafficware 980 NEMA TS2 Type 2 Local Controller with Ethernet \$1,950.00				
		Trafficware 981 NEMA TS2 Type 2 Master Controller with Ethernet \$3,350.00				
3		Trafficware ATC Traffic Controller \$2,965.00 Malfunction Management Units	EA	0.01000	0.00	0.00
		Trafficware MMU 516 Malfunction Management Unit \$749.00				
		Trafficware MMU 516 Malfunction Management Unit RS232 \$749.00				
		Trafficware Tri-Color MMU 516 Malfunction Management Unit RS232 \$924.00				
4		Trafficware MMU 516L-E LCD with Ethernet \$1,204.00 Cabinet Power Supply. Trafficware NEMA TS2 Power Supply - Shelf Mount w/Test Jacks	EA	497.00000	0.00	0.00
5		Bus Interface Units (BIU). Naztec Model BIU 130 Bus Interface Unit	EA	427.00000	0.00	0.00
6		Pedestrian Equipment. Must meet 752.13 & 752.14 in Vtrans Standard Specifications for Construction	EA	0.01000	0.00	0.00
8		Detection.	EA	0.01000	0.00	0.00
		Traficon VIP Series Cameras \$1,204.00				
		Traficam Series Cameras \$2,060.00				
		FLIR FC-T Series Thermal Camera \$2,800.00				
		VIP Series Detection Boards; \$698.00				
		VIP-3D.1 \$2,280.00				
		VIP-3D.2 \$3,915.00				
		VIP-Bike \$5,695.00 - HAS BEEN DISCONTINUED WITH NO REPLACEMENT				
		FLIR Trafiradar Hybrid Sensor \$5,915.00				
		Control Technologies PIM Port-1 Interface Module \$615.00				
		Traficon VIP Set-Up Keypad \$224.00				
		View Z VZ-097RTC Premium LED CCTV Monitor \$360.00				
		Traficon 2285-104 VIP Camera Interface Panel \$380.00				

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Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
9		Preemption.	EA	0.01000	0.00	0.00
		Tomar Strobecom II 2140 OSP Card and Card Cage - REPLACED BY 4140 SIGNAL PROCESSING CARD \$2,770.00				
10		Tomar Strobecom II 2090/2091 Optical Preemption Detectors - REPLACED BY 4090 OPTICAL PREEMTION DETECTOR \$410.00 Radio Interconnect Equipment.	EA	0.01000	0.00	0.00
		Encom Wireless - Serial Radio 5200 - DISCONTINUED WITH NO REPLACEMENT \$1,169.00				
		Encom Wireless - Serial Radio 5200 - DISCONTINUED WITH NO REPLACEMENT \$2,046.00				
		Encom Wirelss - Pulse S \$1,617.00				
11		Encom COMMPAKBB58INT Broadband Radios with integrated flat panel antennas - REPLACED BY E-LITE INT. \$1,960.00 Traffic Signal Heads.	EA	0.01000	0.00	0.00
		3-Section Signal, Poly, Black with Visors, Louvered Alum Backplate and Red, Yellow & Green LED Balls \$388.00				
		3-Section Signal, Poly, Yellow/Black with Visors, Louvered Alum Backplate and Red, Yellow & Green LED Balls \$410.00				
		3-Section Signal, Poly, Black with Visors, Louvered Alum Backplate and Red, Yellow & Green Arrow LEDs \$410.00				
		3-Section Signal, Poly, Yellow/Black with Visors, Louvered Alum Backplate and Red, Yellow & Green LED Arrows \$435.00				
		4-Section Signal, Poly, Yellow/Black with Visors, Louvered Alum Backplate and Red, (2) Yellow & Green Arrows \$580.00				
		4-Section Signal, Poly, Black with Visors, Louvered Alum Backplate and Red, (2) Yellow & Green Arrows \$545.00				
		5-Section Signal, Poly, Black with Visors, Louvered Alum Backplate and Red, Yellow & Green LED Balls & Yellow & Green Arrows \$670.00				
		5-Section Signal, Poly, Yellow/Black with Visors, Louvered Alum Backplate and Red, Yellow & Green LED Balls & Yellow & Green Arrows \$710.00				
		Single Section Signal, Black with Visor & Amber LED \$142.00				
		Single Section Signal, Yellow/Black with Visor & Amber LED \$149.00				
		Single Section Signal, Black with Visor & Red LED \$127.00				
		Single Section Signal, Yellow/Black with Visor & Red LED \$135.00				
		Two Way Flashing Beacon Assembly, Includes (2) Single Section Signals (Y/B or Black) w LEDs and 2-Way Span Wire Mounting Hardware \$470.00				
		Three Way Flashing Beacon Assembly, Includes (3) Single Section Signals (Y/B or Black) w LEDs (1 Red & 2 Amber) and 3-Way Span Wire Mounting Hardware \$615.00				
		Four Way Flashing Beacon Assembly, Includes (4) Single Section Signals (Y/B or Black) w LEDs (2 Red & 2 Amber) and 4-Way Span Wire Mounting Hardware \$725.00				
		Louvered Aluminum Backplate for 3-Section Signal \$54.00				
		Louvered Aluminum Backplate for 4-Section Signal \$69.00				
		Louvered Aluminum Backplate for 5-Section Doghouse Signal \$109.00				
		12" Red Ball LED, Gelcore DR6-RTFB-77A \$49.00				
		12" Amber Ball LED, Gelcore DR6-YTFB-77A \$66.00				
		12" Green Ball LED, Gelcore DR6-GCFB-77A \$65.00				
		12" Red Arrow LED, Gelcore DR6-RTAAN-17A \$57.00				
		12" Amber Arrow LED, Gelcore DR6-YTAAAN-17A \$59.00				
		12" Green Arrow LED, Gelcore DR6-GCAAN-17A \$77.00				
		12" Bi-Modal Arrow LED, Gelcore DR6-ECA6-01A \$145.00				
		16" Ped Signal Housing (Yellow OR Black) with Vantage Visor & GE Countdown Ped Signal Module \$343.00				
		Campbell Company AGPS-915 Advisor Guide with 9" x 15" Sign ** \$595.00				
		Encom Pulse Radio with Surge Protection, Yagi Antenna, Antenna Cable & Mounting Hardware, etc includes everything for a complete installation at one location. \$2,494.00				

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Highway Tech Signal Equipment Sales Inc
88 Commercial St
Lewiston ME 04240-3903
United States

Contract ID 00000000000000000000000030139	Page 3 of 6
Contract Dates 09/19/2015 to 03/01/2020	Origin CPS
Description: CPS-TRAFFIC SIGNAL EQUIPMENT	Contract Maximum \$9,999,999.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
12		CATEGORY INCENTIVES	EA	0.01000	0.00	0.00

Pedestrian Signal Equipment 5%
Traffic Signal Heads including Lenses, Housing & Backplates 5%
Traffic Signal Mounting Equipment 5%
Intelligent Warning Systems 5%
(Solar powered electronic signs, etc.) 5%

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
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CONTRACT



Supplier 0000018505
Highway Tech Signal Equipment Sales Inc
88 Commercial St
Lewiston ME 04240-3903
United States

Contract ID 00000000000000000000000030139	Page 4 of 6
Contract Dates 09/19/2015 to 03/01/2020	Origin CPS
Description: CPS-TRAFFIC SIGNAL EQUIPMENT	Contract Maximum \$9,999,999.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
 REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
 REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15
 CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.
 VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS. AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

SALES POC INFORMATION:
 MICHAEL STEWART
 207-375-8248
 mike@highwaytech.com

AMENDMENT#1 (AUGUST 2017). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 09/18/2018, AT THE SAME PRICING, TERMS, AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

AMENDMENT#2 (SEPTEMBER 2018). THIS AMENDMENT MAKES CHANGES TO PRODUCT OFFERINGS AS INDICATED BELOW AND EXERCISES THE LAST ONE-YEAR OPTIONS TO RENEW, EXTENDING THE CONTRACT FOR ONE ADDITIONAL YEAR TO 09/18/2019, AT THE SAME PRICING.

LINE 8: VIP BIKE HAS BEEN DISCONTINUED. NO DIRECT REPLACEMENT.

State of Vermont

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109 State St
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Contract ID 0000000000000000000030139	Page 5 of 6
Contract Dates 09/19/2015 to 03/01/2020	Origin CPS
Description: CPS-TRAFFIC SIGNAL EQUIPMENT	Contract Maximum \$9,999,999.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #:

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LINE 9: TOMAR 2140 SIGNAL PROCESSING CARD HAS BEEN REPLACED BY THE 4140 SIGNAL PROCESSING CARD

LINE 9: TOMAR 2090 OPTICAL PREEMPTION DETECTOR HAS BEEN REPLACED BY THE 4090 OPTICAL PREEMPTION DETECTOR

LINE 10: ENCOM 5200 SERIES RADIOS ARE DISCONTINUED. NO REPLACEMENT

LINE 10: ENCOM COMPAKBB58INT IS DISCONTINUED AND HAS BEEN REPLACED BY THE E-LITE INT

ATTACHMENT C, DATED DECEMBER 15, 2017 IS ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):

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PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

AMENDMENT#3 (SEPTEMBER 2019). THIS AMENDMENT IT TO EXTEND THIS CONTRACT UNTIL MARCH 1, 2020 AT THE SAME PRICES.

ALL OTHER PRICES TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

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PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
TREVOR R. LEWIS
COMMODITIES PROCUREMENT ADMINISTRATOR
PHONE: 802-828-2217

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FAX: 802-828-2222
trevor.r.lewis@vermont.gov

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

PERFORMANCE MEASUREMENTS

- DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.
- THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.
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THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000018505
Highway Tech Signal Equipment Sales Inc
PO Box 1209
Sabattus ME 04280
USA

Contract ID 00000000000000000000000030139		Page 1 of 5
Contract Dates 09/19/2015 to 09/18/2017		Origin CPS
Description: CPS-TRAFFIC SIGNAL EQUIPMENT		Contract Maximum \$9,999,999.00
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Cabinets	EA	0.01000	0.00	0.00
		Trafficware P-44 Ground Mounted Traffic Control Cabinet \$13,200.00 Trafficware M Pole Mounted Traffic Control Cabinet \$12,700.00				
2		Controllers	EA	0.01000	0.00	0.00
		Trafficware 980 NEMA TS2 Type 2 Local Controller with Ethernet \$1,950.00 Trafficware 981 NEMA TS2 Type 2 Master Controller with Ethernet \$3,350.00 Trafficware ATC Traffic Controller \$2,965.00				
3		Malfunction Management Units	EA	0.01000	0.00	0.00
		Trafficware MMU 516 Malfunction Management Unit \$749.00 Trafficware MMU 516 Malfunction Management Unit RS232 \$749.00 Trafficware Tri-Color MMU 516 Malfunction Management Unit RS232 \$924.00 Trafficware MMU 516L-E LCD with Ethernet \$1,204.00				
4		Cabinet Power Supply. Trafficware NEMA TS2 Power Supply - Shelf Mount w/Test Jacks	EA	497.00000	0.00	0.00
5		Bus Interface Units (BIU). Naztec Model BIU 130 Bus Interface Unit	EA	427.00000	0.00	0.00
6		Pedestrian Equipment. Must meet 752.13 & 752.14 in Vtrans Standard Specifications for Construction	EA	0.01000	0.00	0.00
8		Detection.	EA	0.01000	0.00	0.00
		Traficon VIP Series Cameras \$1,204.00 Traficam Series Cameras \$2,060.00 FLIR FC-T Series Thermal Camera \$2,800.00 VIP Series Detection Boards; \$698.00 VIP-3D.1 \$2,280.00 VIP-3D.2 \$3,915.00 VIP-Bike \$5,695.00 FLIR TrafiRadar Hybrid Sensor \$5,915.00 Control Technologies PIM Port-1 Interface Module \$615.00 Traficon VIP Set-Up Keypad \$224.00 View Z VZ-097RTC Premium LED CCTV Monitor \$360.00 Traficon 2285-104 VIP Camera Interface Panel \$380.00				
9		Preemption.	EA	0.01000	0.00	0.00
		Tomar Strobecom II 2140 OSP Card and Card Cage \$2,770.00 Tomar Strobecom II 2090/2091 Optical Preemption Detectors \$410.00				
10		Radio Interconnect Equipment.	EA	0.01000	0.00	0.00
		Encom Wireless - Serial Radio 5200 \$1,169.00 Encom Wireless - Serial Radio 5200 \$2,046.00 Encom Wirelss - Pulse S \$1,617.00 Encom COMMPAKBB58INT Broadband Radios with integrated flat panel antennas \$1,960.00				

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Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
11		Traffic Signal Heads.	EA	0.01000	0.00	0.00

3-Section Signal, Poly, Black with Visors, Louvered Alum Backplate and Red, Yellow & Green LED Balls \$388.00
 3-Section Signal, Poly, Yellow/Black with Visors, Louvered Alum Backplate and Red, Yellow & Green LED Balls \$410.00

 3-Section Signal, Poly, Black with Visors, Louvered Alum Backplate and Red, Yellow & Green Arrow LEDs \$410.00
 3-Section Signal, Poly, Yellow/Black with Visors, Louvered Alum Backplate and Red, Yellow & Green LED Arrows \$435.00
 4-Section Signal, Poly, Yellow/Black with Visors, Louvered Alum Backplate and Red, (2) Yellow & Green Arrows \$580.00
 4-Section Signal, Poly, Black with Visors, Louvered Alum Backplate and Red, (2) Yellow & Green Arrows \$545.00
 5-Section Signal, Poly, Black with Visors, Louvered Alum Backplate and Red, Yellow & Green LED Balls & Yellow & Green Arrows \$670.00
 5-Section Signal, Poly, Yellow/Black with Visors, Louvered Alum Backplate and Red, Yellow & Green LED Balls & Yellow & Green Arrows \$710.00
 Single Section Signal, Black with Visor & Amber LED \$142.00
 Single Section Signal, Yellow/Black with Visor & Amber LED \$149.00
 Single Section Signal, Black with Visor & Red LED \$127.00
 Single Section Signal, Yellow/Black with Visor & Red LED \$135.00
 Two Way Flashing Beacon Assembly, Includes (2) Single Section Signals (Y/B or Black) w LEDs and 2-Way Span Wire Mounting Hardware \$470.00
 Three Way Flashing Beacon Assembly, Includes (3) Single Section Signals (Y/B or Black) w LEDs (1 Red & 2 Amber) and 3-Way Span Wire Mounting Hardware \$615.00
 Four Way Flashing Beacon Assembly, Includes (4) Single Section Signals (Y/B or Black) w LEDs (2 Red & 2 Amber) and 4-Way Span Wire Mounting Hardware \$725.00
 Louvered Aluminum Backplate for 3-Section Signal \$54.00
 Louvered Aluminum Backplate for 4-Section Signal \$69.00
 Louvered Aluminum Backplate for 5-Section Doghouse Signal \$109.00
 12" Red Ball LED, Gelcore DR6-RTFB-77A \$49.00
 12" Amber Ball LED, Gelcore DR6-YTFB-77A \$66.00
 12" Green Ball LED, Gelcore DR6-GCFB-77A \$65.00
 12" Red Arrow LED, Gelcore DR6-RTAAN-17A \$57.00
 12" Amber Arrow LED, Gelcore DR6-YTAAN-17A \$59.00
 12" Green Arrow LED, Gelcore DR6-GCAAN-17A \$77.00
 12" Bi-Modal Arrow LED, Gelcore DR6-ECA6-01A \$145.00
 16" Ped Signal Housing (Yellow OR Black) with Vantage Visor & GE Countdown Ped Signal Module \$343.00
 Campbell Company AGPS-915 Advisor Guide with 9" x 15" Sign ** \$595.00
 Encom Pulse Radio with Surge Protection, Yagi Antenna, Antenna Cable & Mounting Hardware, etc includes everything for a complete installation at one location. \$2,494.00

12		CATEGORY INCENTIVES	EA	0.01000	0.00	0.00
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Pedestrian Signal Equipment 5%
 Traffic Signal Heads including Lenses, Housing & Backplates 5%
 Traffic Signal Mounting Equipment 5%
 Intelligent Warning Systems 5%
 (Solar powered electronic signs, etc.) 5%

CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

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Contract ID 000000000000000000030139	Page 3 of 5
Contract Dates 09/19/2015 to 09/18/2017	Origin CPS
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Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217
Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

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Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

PERFORMANCE MEASUREMENTS

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SALES POC INFORMATION:

MICHAEL STEWART
207-375-8248
mike@highwaytec.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI
SENIOR PURCHASING AGENT
PHONE: 802-828-2217
FAX: 802-828-2222
brian.berini@vermont.gov

State of Vermont

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____