



MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 24020800000000000076	
COMMODITY/SERVICE DESCRIPTION: Ballistic Vests and Accessories – Select GH Armor	
START DATE: 2/23/2024	END DATE: 12/31/2026

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: DCF Investigative Services, LLC dba DCF L.E. Supply		
ADDRESS: P.O. Box 44		
CITY: Auburn	STATE: NH	ZIP CODE: 03032
PROVIDER'S VENDOR CUSTOMER #: VS0000025487		

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

Department Representative:

Provider Representative:

Signed by:

066BBD96EE5347F...

Signed by:

9E86692D8E05443...

Michelle Knox, Senior Procurement Manager
Date 1/21/2026

David C. Flight, Owner
Date 1/16/2026

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

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

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

NAME: Bill Allen	
EMAIL: wje.allen@maine.gov	TELEPHONE: 207-624-7871

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

NAME: David Flight	
EMAIL: david@dcflesupply.com	TELEPHONE: 800-209-6858

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

Master Agreement (MA) procurement method: RFQ 16A 231211-146

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.

<input checked="" type="checkbox"/>	RIDER A – Specifications and User Information
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER D – Responsible Vendor Certification
<input checked="" type="checkbox"/>	GH Armor Replacement Policy
<input checked="" type="checkbox"/>	GH Armor Warranty
<input checked="" type="checkbox"/>	NIJ Notice of Compliance

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

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

I. CONTRACT PERIOD:

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

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

II. COMMODITY: Ballistic Vests and Accessories – Select GH Armor**III. SPECIFICATIONS****Each piece of armor or vest shall include the following:**

- 1) One (1) set of ballistic panels (1 front & 1 back). These panels must be self-suspending both in the front and back in a manner that prevents sagging within the concealable inner carrier.
- 2) Two (2) washable concealable inner carriers with the option of light and/or dark colored fabric.
- 3) Each vest must come with one (1) soft plate at no additional charge.
- 4) One (1) special threat plate (STP) no smaller than 5" X 7" or larger than 5" x 8"
- 5) Each vest must have two (2) sets of shoulder straps.
- 6) Each vest must have two (2) sets of side straps that must be available in both wide and narrow options.

Optional:

- 1) One weight bearing/molle and laser cut style options, durable, Tactical/External Outer Carrier with high visibility lettering (STATE POLICE, WARDEN SERVICE, ETC.) on front and back of a dark colored carrier (dark blue, OD green, tan or black). Carrier must have rear drag strap, padded shoulder straps, molle attachment system, front and rear plate pockets to accommodate up to 10" x 12", mic tab(s) and ballistic suspension to prevent sagging and curling of panel. (Optional purchase).
 - a. One weight bearing/molle and laser cut style on the bottom and uniform pockets on the top, durable, tactical/external outer carrier with high visibility lettering with color options (STATE POLICE, WARDEN SERVICE, ETC.) on front and back of a dark colored carrier (dark blue, OD green, tan or black). Carrier must have rear drag strap, padded shoulder straps, molle attachment system, front and rear plate pockets to accommodate up to 10" x 12" that securely harness each plate size, mic tab(s) and ballistic suspension to prevent sagging and curling of panel. (Optional purchase)
 - b. One (1) 8" X 10" special threats plate (STP) (Optional purchase)
 - c. One (1) 8" X 10" cut and rectangle rifle plate (Optional purchase)
 - d. One (1) 10" X 12" cut and rectangle rifle plate (Optional purchase)
 - e. Tactical/external outer rifle plate carrier with high visibility lettering with color options (STATE POLICE, WARDEN SERVICE, ETC.) on front and back of a dark colored carrier (dark blue, OD green, tan or black). Carrier must have, molle attachment system, front and rear plate pockets to accommodate up to 10" x 12" that securely harness each size, mic tab(s) and ballistic suspension to prevent sagging and curling of panel. (Optional purchase)
 - f. Vendor must supply the same model of armor for all orders.
 - g. Bids will only be accepted for armor that has been tested by an independent testing laboratory as part of the National Institute of Justice (NIJ) National Law Enforcement and Corrections Technology Center (NLECTC) body armor compliance-testing program and found to fully comply with the NIJ 0101.06 standard. These vests in compliance must be offered in sizes C1 – C5 in female and C2 – C5 in male. To further clarify a male or female vest in this context, we mean a vest by its cut, measure or design that must be accommodating/comfortable for a male officer and a vest by its cut, measure or design that must be accommodating/comfortable for a female officer while still maintaining NIJ 0101.06 compliance. This may include a gender-neutral vest if it meets all criteria.
 - h. Cuts must all have met the standard for NIJ 0101.06 to be considered in this bid process at the time of the bid closing.
 - i. Each unit of armor (ballistic panels) shall be new, unused, constructed of the highest quality materials, and shall:

- j. Be constructed identically to the original model tested by NLECTC and found to comply with the minimum performance requirements for Threat Level II armor as specified in the NIJ 0101.06 Standard Requirements.
- k. Ballistic panel must have a weight equal to or less than .60 lbs. per square foot for a male or unstructured female vest or a weight equal to or less than .62 lbs. per square foot for a structured female vest.
- l. Be constructed to a thickness of not greater than .16”
- m. Ballistic panels must have an average Back face Signature (BFS) 9mm (new) at or below 33.6mm and .357 Mag (new) at or below 36.4mm
- n. Be constructed with 2 separate waterproof barriers to ensure superior protection against moisture and/or perspiration permeation.
- o. Ballistic panels must be labeled in accordance with the NIJ 0101.06 Standard Requirements, clearly identifying the exact manufacturer model, and if appropriate, style specified. The manufacturer may, at its option, include in addition a catalog number for supplier or distributor convenience, provided that such a number is properly identified and totally separate from the model/style designation line. Labels shall remain readable throughout the warranty period. Armor panels must be stitched along the entire outer perimeter to increase performance during edge shots.
- p. Be designed to accommodate a high degree of concealment and to be worn under normal street clothes.
- q. Provide adjustment for the chest, waist, and shoulders with the minimum relief under arms, neck, and shoulder necessary to prevent chafing of the wearer.
- r. Provide the greatest amount of ballistic coverage consistent with comfort and concealment. The general configuration will be the slip over vest type that provides full torso coverage including side coverage (full wrap). Vests that provide side protection solely by the front panel (front to rear wrap) will be rejected from the bid. Vest must be soft and pliable and remain that way for the duration of the warranty period. The vest shall not bunch up at the bottom of the carrier and then remain bent or disfigured once removed.
- s. Be designed in such a manner as to prevent the armor from “riding up” on the wearer during normal duty activities.
- t. Have no closure, fastener, or accessory attachment devices that are made of materials that present a “secondary projectile” or “ricochet” hazard if struck by a bullet.

- u. Be custom fit and made to measurements. Vendor must provide factory trained personnel (non-state employees) to take all measurements. Measurements and fittings will be done at a site, or sites, designated by the department. Vendor must be able to accommodate sizing at locations and times requested by the state, which may include nights, weekends and holidays. Body armor sizing must be completed within three (3) business days of notification.
- v. All items must be guaranteed for the fit of custom-measurements. Seller must agree to provide alterations or replacement free, until wearer is satisfied. Any vest issued that does not fit properly shall be returned to the distributor to be sent to the manufacturer for alterations at their cost. All such fit adjustments shall be performed in fourteen (14) days or less.
- w. Be packaged individually in a protective plastic bag and shipped in a specially designed protective cardboard box. Each bag shall have the officer's name clearly marked for easy identification. The armor shall lie flat with the front panel laid over the back panel with the straps neatly attached.
- x. Be shipped in a shipping carton that shall have no voids or slack space that will allow crushing or distortion from stacking.
 - i. Each shipping carton shall contain a packing slip bearing the manufacturer's name, commodity, quantity, lot number and serial numbers. The packing slip shall be easily identified and readily available. If attached to, or included within a carton, that carton shall be suitably marked to facilitate locating the slip.
- y. Be free from any defects affecting durability, serviceability, appearance, or the safety of the user. Workmanship and construction details, cutting, stitching, and finishing shall be in all cases in accordance with first-class commercial textile standard practices for the intended purpose.
- z. Each unit of armor provided by the bidder under this bid shall be warranted for a minimum of five (5) years to be free from all defects in materials and workmanship.
- aa. Each unit of armor provided by the bidder under this bid shall be warranted for a minimum of five (5) years to meet the ballistic and deformation requirements of the NIJ 0101.06 Standard Requirements.
- bb. Any armor exhibiting defects during the warranty period shall be replaced without cost, including freight, by the bidder and/or manufacturer.

- 2) Applicable Documents – The following third-party standards, specifications, documents, amendments and/or applicable parts of issues in effect on the date of contractual purchase, shall form part of this specification:
 - a. Current National Institute of Justice NIJ 0101.06 Standard Requirements for Ballistic Resistance of Body Armor.
 - b. MIL-STD 662 E, V50 Ballistic Test for Armor
 - c. ISO 9001 Quality Assurance Certification
 - d. ANSI/ASQC-QC9000 Quality Standard

- 3) NIJ Certification: Proof of compliance must be submitted (letter of compliance issued by the NLECTC to the vest manufacturer that the armor proposed is in compliance with NIJ 0101.06 Standard Requirements certification for both male and female, as described above, for all sizes C1 – C5 female; C2 – C5 male.)

- 4) Each carrier shall be new, unused, constructed of the highest quality of materials and shall:
 - a. Be labeled in accordance with the NIJ 0101.06 Standard Requirements.
 - b. Have the following specifications:
 - i. Four (4) 2” wide side straps, or two (2) 4” side straps for male vests and two (2) 3” straps for female vests.
 - ii. Side straps should attach front and rear outer shell by means of a hook and loop (Velcro®) for adjustment, comfort and ease of replacement.
 - c. Be dark or light in color. The coloring shall be permanent and not “bleed” onto other garments when washed. Color options will be made available to each wearer of the vest at the time of fitting.
 - d. Carriers must be guaranteed against defects in workmanship for twenty-four (12) months from the date of purchase.

- 5) Liability Insurance – Manufacturer must have at least \$10,000,000.00 in product liability insurance and provide evidence of that with the bid.
 - a. Armor, Inner Carrier, Tactical/External Outer Carrier & Trauma Insert Samples (soft insert, rifle, and STP) - samples of all items are required for evaluation and must be furnished without charge to the Purchasing Division (to be passed on to the department) at the time of the bid opening. Samples shall be clearly marked with the bid number and the bidder’s name. The samples shall be a male, regular large and female regular medium and comply with labeling requirements described under 4(f) above. To further clarify this requirement, one vest by its cut, measure or design must be accommodating/comfortable for a male officer and one vest by its cut, measure or design must be accommodating/comfortable for a female officer while still maintaining NIJ 0101.06 compliance. The State shall determine if the vest meets their satisfaction of comfort.

- b. NIJ test documentation - Independent laboratory testing showing compliance with the NIJ 0101.06 Standard Requirements for Bullet-Resistant Body Armor certification for all armor submitted.
- c. NIJ 0101.06 Standard Requirements of Bullet-Resistant Body Armor V-50 Test Reports
- d. Quality assurance documentation - A detailed copy of the manufacturer's quality assurance program.
- e. Proof of Insurance – Proof of product liability insurance. Minimum acceptable limits are ten million dollars (\$10,000,000.00) coverage per incident.
- f. Statement of policy on replacing vests that have been subject to trauma inflicted from ballistics, traffic crash, and/or submersion due to events outside of the Departments control.
- g. Guarantee/Warranty –
 - i. Any armor exhibiting defects during the warranty period shall be replaced, without cost, including freight, by the bidder and/or manufacturer.
 - ii. The manufacturer shall certify that all ballistic panels of an armor unit are warranted for at least five (5) years from date of delivery. The alteration of ballistic panels in any way shall render the warranty void.
 - iii. The carriers shall be warranted for at least twenty-four (12) months.
 - iv. Periodic wear evaluation program will be conducted for the entire five years of the vest life expectancy. One vest currently in use by the Department will be shot tested each year and the tested vest will be replaced with no cost to the Department.

IV. AMENDMENTS TO SPECIFICATIONS

None

V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Most prices increased between 1.67% to 4.39%, one items increased 15.25%. All due to documented supplier increases in materials.

VI. CONTRACTED PRICING/RATES

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State's desired location. The “FOB – Destination” shipping term is also intended to mean that

the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

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

VII. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

Are permitted to utilize this MA as written.

VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:

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

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

Delivery Locations: The vendor must deliver to any State of Maine facility. Most MaineDOT orders will be delivered to Scarborough, Augusta, Dixfield, Bangor and Oakfield. The exact addresses will be provided to the vendor at the time the order is placed.

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

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

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

2. WARRANTY. The Provider warrants the following:

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

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

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

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

- 9. MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.
- 10. TERMINATION.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:
- a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
 - b. If Provider fails to deliver specified materials or services, or
 - c. If Provider fails to perform any of the provisions of this Agreement, or
 - d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
 - e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
 - f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

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

- 11. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.
- 12. GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.
- 13. GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- 14. DISPUTES.** OSPS will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.
- 15. SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in

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

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

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

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

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

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

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

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

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

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2021 \(3\)](#); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2030-B](#).

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

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

RIDER C: EXCEPTIONS TO RIDER B

Not applicable.

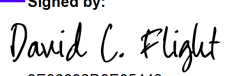
RIDER D: RESPONSIBLE VENDOR CERTIFICATION

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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years been convicted of or had a civil judgment rendered against them for:

 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this contract had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person also contracting for the same materials, supplies, equipment, or services and this contract is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive contracting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

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

Name: David C. Flight	Title: Owner
Authorized Signature: <div style="border: 1px solid black; border-radius: 10px; padding: 5px; display: inline-block; margin-top: 5px;"> Signed by:  <small>9E86692D8E05443...</small> </div>	Date: 1/16/2026



GH Armor Systems Inc.
1 Sentry Drive, PO Box 280
Dover, Tennessee 37058
866-920-5940
www.gharmor.com

January 2, 2024

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

RE: RFQ# 16A 231211*146 BODY ARMOR – VEST REPLACEMENT POLICY

GH Armor provides a no-charge replacement vest to officers who, during the line of duty, experience a life-threatening incident in which their GH Armor vest or gear contributed to saving their lives. This policy includes reviewed and validated ballistic and non-ballistic incidents.

Vests exposed to third-party chemicals or water for an extended duration should be replaced at the discretion of the agency as visual inspection is insufficient to determine past exposure or contamination.

Please refer to the included Use & Care and Warranty documents for additional information.

For questions, please contact GH Armor at 866-920-5940 or customerservice@gharmor.com.

Respectfully,

A handwritten signature in black ink, appearing to read 'C. Grado', is positioned above the typed name.

Chris Grado
General Manager, Vice President
GH Armor



WARRANTY

SOFT ARMOR PANEL WARRANTY

For a period of 5 years after the date of issue (which may be up to 1 year from the date of manufacture), GH Armor warrants that its soft armor panels shall be free from defects in material and workmanship. Soft armor panels should not be worn or used after the expiration of this warranty period. The above warranty does not apply to any soft armor panels that have been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.

CARRIER WARRANTY

For a period of 1 year after the date of issue (which may be up to 1 year from the date of manufacture), GH Armor warrants that its carriers shall be free from defects in material and workmanship. The above warranty does not apply to any carriers that have been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.

HARD ARMOR WARRANTY

For models with specifications indicating a 5 year warranty, for a period of 5 years after the date of issue (which may be up to 1 year from the date of shipment), GH Armor warrants that its hard armor plates shall be free from defects in material and workmanship. Hard armor should not be worn or used after the expiration of this warranty period. The above warranty does not apply to any hard armor plates that have been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.

For models with specifications indicating a 10 year warranty, for a period of 10 years after the date of issue (which may be up to 1 year from the date of shipment), GH Armor warrants that its hard armor plates shall be free from defects in material and workmanship. Hard armor should not be worn or used after the expiration of this warranty period. The above warranty does not apply to any hard armor plates that have been subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service.

USE OF SOFT ARMOR PANELS IN THIRD-PARTY EXTERNAL CARRIERS

Consistent with the terms of the Soft Armor Panel Warranty, GH Armor will continue to support the warranty of GH Armor soft armor panels when used in conjunction with approved third-party external carriers, subject to the following conditions:

- GH Armor soft armor panels shall remain in their original GH concealable carrier when inserted into the third-party external carrier.
- The front and rear soft armor panels shall be fastened together with the hook and loop straps and connected inside of the shoulder area of the third-party external carrier in order to suspend the front and back soft armor panels in the proper orientation.
- GH Armor soft armor panels shall not be used with third-party concealable carriers.

Proper orientation is integral to the performance of the soft armor panels. Additionally, soft armor panels offer protection to only those areas that cover the body. As such, GH Armor will not be responsible for the sizing, labeling or integration of the soft armor panels with third-party external carriers.

Any use of GH Armor soft armor panels that does not reflect the intended fit, placement, or orientation of the soft armor panels or in any way degrades the performance, protection, or durability of the soft armor panels shall void the warranty.

GH Armor will not support the warranty of GH Armor soft armor panels when used in conjunction with non-approved third-party external carriers.

SUPPLEMENTAL GUIDANCE

GH Armor affirms that its NIJ 06 products, specifically soft armor panels certified to comply with the National Institute of Justice's ("NIJ") Ballistic Resistance of Body Armor, NIJ Standard-0101.06, for the applicable NIJ threat level designated on each soft armor panel label. For spike and/or multi-threat (i.e., ballistic and stab resistant) soft armor panels, GH Armor also affirms that the products have been certified to comply with the NIJ's Stab Resistance of Personal Body Armor, NIJ Standard-0115.00, for the applicable NIJ spike threat level designated on each soft armor panel label.

Vests shall be always worn in accordance with GH Armor Use & Care guidelines. The above warranties do not apply to any product subjected to misuse, abuse, accident, neglect, unauthorized alteration, breakage, interruption, damage, improper storage or handling, or unauthorized repair or service. The above warranties are the sole and exclusive warranties made by GH Armor with respect to its products, not be enlarged by any representations, descriptions, course of dealing, trade usage, technical advice, service, samples, models, or otherwise, nor shall they be altered or expanded by any acts, statements, or agreements of any dealer, employee, or agent of GH Armor (other than by an authorized officer of GH Armor).

In no event shall GH Armor be liable for any punitive, exemplary, or consequential damages, anticipated or lost profits, incidental damages, loss of time, or other indirect losses or expenses that may arise from any cause relating to its products, regardless of the form of the action, notwithstanding any contrary provision. In no event shall the total liability of GH Armor (together with the liability of its officers, directors, employees, and agents) exceed the purchase price actually paid for the product that gives rise to such liability. The foregoing disclaimers are subject to any applicable laws that regulate product warranties.



U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20530

NIJ Notice of Compliance

Todd Mackler
Safariland, LLC
3120 E. Mission Blvd.
Ontario, CA 91761

Model Designation:	BA-2000S-SX03
Product Type:	Ballistic Resistant Body Armor
Standard:	NIJ Standard 0101.06
Classification:	Type II
Shot to Edge Distance T1:	2 inch
Shot to Edge Distance T2:	3 inch
Maximum and Minimum Sizes Tested:	C1 – C5
Test Identification Number(s):	MC02970

Dear Todd Mackler:

The National Institute of Justice (NIJ) has completed its evaluation of the documentation and test items representing the model identified above and determined that this product model complies with the applicable requirements.


This letter authorizes the applicant to begin applying the NIJ Mark to this model in accordance with the terms of the NIJ Compliance Testing Program Applicant Agreement.

Authorization to apply the NIJ Mark may be withdrawn by NIJ at any time in accordance with the NIJ Compliance Testing Program Applicant Agreement. End users are advised to confirm the model's current status on the NIJ Compliant Products List available at https://justnet.org/compliant/ballistic_cpl.html.

This document may only be copied in its entirety without modification.

Sincerely,

MARK GREENE

 Digitally signed by MARK GREENE
Date: 2018.02.08 23:02:03 -05'00'

Mark Greene, Ph.D.
Policy and Standards Division Director
Office of Science and Technology
National Institute of Justice

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Regulation. Diversion contrary to U.S. law is prohibited.