



MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 25122200000000000062	
COMMODITY/SERVICE DESCRIPTION: Vehicles – Pick-ups, Passenger, ICE, BEV, EV	
START DATE: 1/14/2026	END DATE: 1/31/2027

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Quirk Kennebec Co dba Quirk Ford of Augusta		
ADDRESS: 7 Water Street		
CITY: Hallowell	STATE: ME	ZIP CODE: 04347
PROVIDER'S VENDOR CUSTOMER #: VC1000074119		


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

Department Representative:

Provider Representative:

Signed by:

 D52E75DF01AD4C1...

DocuSigned by:

 5D4DF38C8A3E44B...

Michelle Knox, Senior Procurement Manager
 Date 1/13/2026

Leo Chicoine, Fleet Sales Manager
 Date 1/13/2026

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

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: Leo Chicoine	
EMAIL: lchicoine@quirkauto.com	TELEPHONE: 207-626-3941

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 18P 251124-118

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 Bidder Certification
<input checked="" type="checkbox"/>	APPENDIX F – ROADSIDE ASSISTANCE – RFQ 18P251124-118

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

- I. CONTRACT PERIOD
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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 three (3) additional Model year extension periods.

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

II. COMMODITY: Vehicles – Pick-ups, Passenger, ICE, BEV, EV

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

III. SPECIFICATIONS

Individual Vehicle Specification sheets are included after VIII after Ordering Procedures/Delivery Information.

All vehicles must be new.

MERCURY CONTENT: Because of hazards posed to the environment, the State of Maine continues its efforts to phase out the purchase of all products manufactured with any components containing mercury. The State of Maine intends to purchase vehicles free of mercury such as, headlamps, convenience lighting switches and any other component. Best value consideration to be applied.

Radios

Vehicles and/or equipment will have land mobile radio transmitters installed after delivery. Antennas may be mounted on the roof, trunk lid, fenders or glass. Transceivers will operate in the following bands 30 to 50 MHz, 150-162 MHz and 450-470 MHz. All vehicle electronic circuits including but not limited to ignition, clocks, AM/FM radio receivers, computers, emission controls, electronic fuel systems and components, ABS brakes, air bags, plow and sander controls, alternators and regulators shall be designed or modified to suppress, bypass or otherwise prevent interference from affecting the mobile two-way radio transceiver. Also, the vehicle's electronic equipment shall be unaffected by the radio frequency energy generated and radiated by the transmitter portion of installed transceivers. No vehicle system and/or accessory shall operate and/or fail to operate as a result of the activation of the radio transmitter in any manner which may constitute a safety hazard. Either before or after final acceptance any vehicle or equipment which does not meet these requirements may be rejected in whole or returned for correction at no cost. Radio receiver sensitivity is 0.30 micro volts for 12db of SINAD. The radio transmitter power output will be 60 watts RMS into a 50 Ohm antenna mounted on the vehicle. Testing of radio performance will be done per Motorola communication specification "Measuring Effective Sensitivity" method. MaineDOT Radio Communication Maintenance group will perform the testing and acceptance.

IV. AMENDMENTS TO SPECIFICATIONS

Not Applicable for initial period.

V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Not Applicable for initial period.

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 Guarantee Period: All quoted prices and rates must be guaranteed for and must remain firm for model production year.

VII. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

Central Fleet Management, Public Safety

Municipalities, political subdivisions, and school districts in Maine:

Are permitted to utilize this MA with the following conditions: Payment at delivery, FOB Hallowell

VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:

IX. Vehicle orders will be based on agency needs and resources available to purchase vehicles. Delivery Orders (DO) will be issued against any resulting master agreements as vehicles are required until the end of the model year cutoff date.

Delivery of Vehicles

- Vehicles should be delivered with minimum mileage coinciding with location of dealer and delivery point to the State. Any exceptions should be noted prior to delivery.
- Information needed at time of delivery request:
 - item number(s)
 - number of vehicles for each item number
 - exterior color of each vehicle by item number
 - bid price for each item number
- Dealers/Transport companies must supply at least 24 hours notice before delivering vehicles.
- Deliveries should be scheduled between the hours of 8:00 a.m. and 3:00 p.m. unless prior arrangements are made.
- Central Fleet Management Orders - Delivery address is 66 Industrial Drive, Augusta, Maine 04330
- Central Fleet Management Orders - Mailing address is 106 State House Station, Augusta, Maine 04333-0106.
- Documentation required to be delivered to Central Fleet Management office prior to, or at the time of delivery.
 - Original vehicle window sticker or duplicate copy.
 - Completed State of Maine, Bureau of Motor Vehicles, Title Application Form (Questions regarding title/registration documentation should be directed to State of Maine, Bureau of Motor Vehicles, Phone # 624-9000 Ext 52149)
 - Copy of completed Certificate of Origin (both sides)
 - Completed Invoice including VIN, Vehicle Description, Owner Information, Lien Holder Information, Key Number(s), and Total Price (Bid Price)
- Vehicles must be delivered with two set of keys and FOBs, unless otherwise noted.
- Vehicles must be delivered with valid State inspection stickers, not more than one month old.
- Other delivery and title information will be supplied with orders to awarded vendors.

Public Safety orders will provide their delivery address and billing information instructions when orders are placed.

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

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.

Bidder (Vendor)	QUIRK AUTO GRP		Item #	1
Estimated Quantity:	UNKNOWN	Class-Spec#:	110	
GENERAL DESCRIPTION	Compact Car, Four Door Sedan, Five Passenger, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering Wheel, BEV (Full Battery Electric Vehicle)			
Option Code	SPECIFICATIONS			
S	AIR CONDITIONING			
S	AUXILIARY POWER SOURCE			
S	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING			
S	CRUISE CONTROL: Factory installed			
S	DRIVE: Front Wheel			
S	ENGINE: BEV (Full Battery Electric Vehicle)	Provide Electric Range in Miles:	245	
S	FLOOR MATS: Carpeted, Front and Rear, (OEM if available)			
S	MIRRORS: Dual Outside power mirrors,Inside Day/Night			
S	POWER DOOR LOCKS and POWER WINDOWS			
S	RADIO: AM/FM stereo, factory installed			
S	REAR WINDOW DEFROSTER: Electrical, factory installed			
S	SEATS: Cloth			
S	TILT STEERING WHEEL			
S	TRANSMISSION: Automatic or CVT	Provide Number of Transmission Speeds:	CVT	
S	TRUNK VOLUME: Minimum 14 Cubic Feet	Provide Trunk Volume:	NA	
S	WHEEL BASE: Minimum 106.0"	Provide Wheel Base:	118	
Vehicle Description and Pricing				
	Make	Model		
	HYUNDIA	IONIQ 5 SE RANGE RWD		

Bidder (Vendor)		QUIRK AUTO GRP	Item #	4
Estimated Quantity:		UNKNOWN	Class-Spec#:	110
GENERAL DESCRIPTION		Compact Car, Four Door Sedan, Five Passenger, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering Wheel, PHEV (Plug-in Hybrid Electric Vehicle)		
Option Code	SPECIFICATIONS			
S	AIR CONDITIONING			
S	AUXILIARY POWER SOURCE			
S	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING			
S	CRUISE CONTROL: Factory installed			
	DRIVE: Front Wheel			
S	ENGINE: PHEV (Plug-in Hybrid Electric Vehicle)	Turbo-Yes or No:	YES	
		Provide Number of Cylinders:	4	
		Provide Number of Liters:	1.6	
		Provide Electric Range in Miles:	33 EST	
CF	FLOOR MATS: Carpeted, Front and Rear, (OEM if available)			
S	FUEL CAPACITY:	Provide Fuel Capacity:	11.1	
S	MIRRORS: Dual Outside power mirrors,Inside Day/Night			
S	POWER DOOR LOCKS and POWER WINDOWS			
S	RADIO: AM/FM stereo, factory installed			
S	REAR WINDOW DEFROSTER: Electrical, factory installed			
S	SEATS: Cloth			
S	TILT STEERING WHEEL			
S	TRANSMISSION: Automatic or CVT	Provide Number of Transmission Speeds:	CVT	
S	TRUNK VOLUME: Minimum 14 Cubic Feet	Provide Trunk Volume:	NA	
S	WHEEL BASE: Minimum 106.0"	Provide Wheel Base:	108	
Vehicle Description and Pricing				
	Make	Model		
	HYUNDIA	TUCSON PLUG IN HYBRID		

Bidder (Vendor)		QUIRK FORD`		Item #		5	
Estimated Quantity:		UNKNOWN		Class-Spec#:		117	
GENERAL DESCRIPTION		Mid Size, Four Door Sedan, Five Passenger, Air Conditioning, Cruise Control, Tilt Steering Wheel - BEV (Full Battery Electric Vehicle)					
Option Code	SPECIFICATIONS						
S	AIR CONDITIONING						
S	AUXILIARY POWER SOURCE						
S	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING						
S	BRAKES: Power, 4 Wheel Anti-Lock						
S	CARGO AREA: Minimum 13.5 Cubic Feet of Trunk				Provide Cargo Area:		59.3
S	CRUISE CONTROL: Factory installed						
S	DRIVE: Front Wheel						
S	ENGINE: BEV (Full Battery Electric Vehicle)				Provide Electric Range in Miles:		260
S	FLOOR MATS: Carpeted, Front and Rear, (OEM if available)						
S	MIRRORS: Dual Outside power mirrors,Inside Day/Night						
S	POWER DOOR LOCKS and POWER WINDOWS						
S	RADIO: AM/FM stereo, factory installed						
S	REAR WINDOW DEFROSTER: Electrical, factory installed						
S	SEATS: Cloth						
S	STEERING: Power with Tilt Wheel						
S	TRANSMISSION: Automatic or CVT				Provide Number of Transmission Speeds:		CVT
S	WHEEL BASE: Minimum 110"				Provide Wheel Base:		117.5
Vehicle Description							
	Make			Model			
	FORD			MACH E K1R RWD			

Bidder (Vendor)		QUIRK FORD		Item #	22
Estimated Quantity:		UNKNOWN	Class-Spec#:	224	
GENERAL DESCRIPTION		Compact Pickup, 4 x 4, Style Side Body, Crew Cab, Minimum 4' Bed, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering			
Option Code	SPECIFICATIONS				
S	AIR CONDITIONING				
S	AUXILIARY POWER SOURCE				
X73	AXLE REAR: Traction Lock	Provide Axle Ratio:	3.73		
S	BATTERY: Heavy duty, highest CCA and reserve time available	Provide CCA:	650		
S	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING				
S	BUMPER, FRONT: OEM				
S	BUMPER, REAR: Step and Tow, OEM				
S	CARGO BOX: Minimum 4' Bed, Style Side	Provide Bed Length:	4		
S	CRUISE CONTROL: Factory installed				
S	DOORS: 4 Full Size				
99H	ENGINE: Gasoline	Turbo-Yes or No:	YES		
	Provide Number of Cylinders:	4	Provide Horse Power:	270	
	Provide Number of Liters:	2.3	Provide Foot Pounds of Torque:	310	
41H	ENGINE BLOCK HEATER, factory installed if available				
S	ENGINE COOLER: Heavy Duty, Factory Installed				
S	FLOOR: Rubber if Available, (If Carpet Dealer to provide Floor Mats) Factory Installed				
S	FUEL CAPACITY:	Provide Fuel Capacity:	18		
S	GLASS: Tinted				
S	GVWR: Minimum 5200 lbs.	Provide GVWR:	6170		
		Provide COMBINED GVWR:	12500		
	LUMBAR ADJUSTMENT: Driver Seat				
S	MIRRORS: Dual Outside, Swing Away Style, Low Mounted, 7" x 4" Minimum, Inside Day/Night				
S	PAYLOAD:	Provide Payload:	1729		
S	POWER LOCKS & WINDOWS				
S	RADIO: AM/FM, with Clock, factory installed				
S	SEATS, FRONT: cloth, split bench 60/40 or 40/20/40 with flip down console				
S	SEATS, REAR: cloth, bench				
914	SKID PLATES: factory installed				
S	SEATS: Cloth Front Reclining, will accept Buckets or 60/40: REAR - Bench				
FX4	SKID PLATES, if available, factory installed. (Will accept underbody shield if skid plates not available on model biding)				
S	STEERING: Power with Tilt Wheel				
S	TIRE, SPARE: Matching Full Size Mounted Under Vehicle, OEM, Steel Wheel Acceptable				
S	TIRES: Minimum P245/75R16 On-Off Road	Provide Size and Load Range:	P255/70SR17 AT		
53R	TOWING PACKAGE: Factory installed to include drop receiver hitch & 7 pin wiring harness	Provide Towing Capacity:	7500		
S	TRANSMISSION: Automatic	Provide Number of Transmission Speeds:	10		
S	TRANSMISSION COOLER: Auxiliary or external factory installed				
128	WHEEL BASE: 127" - 141"	Provide Wheel Base:	128.7		
Vehicle Description					
	Make	Model			
	FORD	RANGER CREW R4P			

Bidder (Vendor)		QUIRK FORD		Item #	31
Estimated Quantity:		UNKNOWN	Class-Spec#:	270	
GENERAL DESCRIPTION		Full Size Pickup, Heavy Duty, 4 x 2, Regular Cab, 8' Box, Automatic Transmission, Air Conditioning			
Option Code	SPECIFICATIONS				
S	AIR CONDITIONING				
S	AUXILIARY POWER SOURCE				
X3E	AXLE REAR: Traction Lock, Minimum 4.30 Ratio	Provide Axle Ratio:	3.73		
S	BATTERY: Heavy duty, highest CCA and reserve time available	Provide CCA:	750		
S	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING				
S	BUMPER, FRONT: Factory Installed				
S	BUMPER, REAR: Step and Tow, factory installed				
S	CARGO BOX: 8' Bed, Style Side				
S	CRUISE CONTROL: Factory Installed				
41H	ENGINE BLOCK HEATER, Factory Installed				
S	ENGINE COOLER: Heavy Duty, Factory Installed if Available				
99A	ENGINE: Gasoline	Turbo-Yes or No:	NO		
	Provide Number of Cylinders:	8	Provide Horse Power:	405	
	Provide Number of Liters:	6.8	Provide Foot Pounds of Torque:	445	
S	FLOOR: Rubber, If Available, factory installed				
S	FUEL CAPACITY:	Provide Fuel Capacity:	34		
S	GLASS: Tinted				
S	GVWR: 9500-10000 lbs.	Provide GVWR:	10000		
		Provide COMBINED GVWR:	21000		
S	LUMBAR ADJUSTMENT: Driver's Seat				
S	MIRRORS: Dual Outside, Swing Away Style, Low Mounted, 8" x 5" Minimum, Inside Day/Night				
S	PAYLOAD:	Provide Payload:	4303		
S	POWER LOCKS & WINDOWS				
S	RADIO: AM/FM, with Clock, factory installed				
1S	SEATS, FRONT: cloth, split bench 60/40 or 40/20/40 with flip down console				
S	STEERING: Power with Tilt Wheel				
18B	STEPS: OEM, factory installed, cab length, full drivers & passenger door width				
S	TIRE, SPARE: Full Size on Matching Rim, Mounted Under Vehicle				
TBM	TIRES: All Terrain/On-Off Road	Provide Size and Load Range:	LT 245/75R17 E AT		
S	TOWING PACKAGE: Factory installed to include drop receiver hitch & 7 pin wiring harness	Provide Towing Capacity:	14800		
S	TRANSMISSION COOLER: Auxiliary or external factory installed				
S	TRANSMISSION: Automatic				
S	WHEEL BASE: 133" - 142"	Provide Wheel Base:	142		
66S	UP FITTER SWITCHES:				
Vehicle Description					
	Make	Model			
	FORD	F250 F2A 4X2 XL			

Bidder (Vendor)		QUIRK FORD		Item #	32
Estimated Quantity:		UNKNOWN	Class-Spec#:	274	
GENERAL DESCRIPTION		Full Size Truck, Heavy Duty, 4 x 2, Crew Cab, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering			
Option Code	SPECIFICATIONS				
S	AIR CONDITIONING				
S	AUXILIARY POWER SOURCE				
X3E	AXLE REAR: Traction Lock	Provide Axle Ratio:	3.73		
S	BATTERY: Heavy duty, highest CCA and reserve time available	Provide CCA:	750		
S	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING				
S	BUMPER, FRONT: factory installed				
S	CARGO BOX: 5' 5 - 7' Bed, Style Side	Provide Bed Length:	6.5		
S	CRUISE CONTROL: Factory installed				
S	DOORS: 4 Full Size				
99A	ENGINE: Gasoline	Turbo-Yes or No:	N		
	Provide Number of Cylinders:	8	Provide Horse Power:	405	
	Provide Number of Liters:	6.8	Provide Foot Pounds of Torque:	445	
41H	ENGINE BLOCK HEATER, factory installed				
S	ENGINE COOLER: Heavy Duty, factory installed				
S	FLOOR: Rubber, If Available, factory installed				
S	FUEL CAPACITY:	Provide Fuel Capacity:	34		
S	GAUGES: Fuel, Oil, Temperature and AMP				
S	GLASS: Tinted				
S	GVWR: 9500-10000 lbs.	Provide GVWR:	10000		
		Provide COMBINED GVWR:	21000		
S	MIRRORS: Factory towing, non heated. Inside Day/Night				
S	PAYLOAD:	Provide Payload:	3959		
DLR	POWER SUPPLY: 12 Volt power supply direct from the battery for 2 way radio				
S	POWER LOCKS & WINDOWS				
S	RADIO: AM/FM, with Clock, factory installed				
NA	ROOF BEACON PROVISION				
1S	SEATS, FRONT: cloth, split bench 60/40 or 40/20/40 with flip down console				
S	SEATS, REAR: cloth, bench				
NA	SKID PLATES: factory installed				
S	STABILIZER BARS: Front				
S	STEERING: Power with Tilt Wheel				
18B	STEPS: OEM, factory installed, cab length, full drivers & passenger door width				
85G	TAILGATE STEP: Factory Installed with Assist Handle				
S	TIRE, SPARE: Full Size on Matching Rim, Mounted Under Vehicle				
TBM	TIRES: All Terrain/On-Off Road	Provide Size and Load Range:	LT245/75R17 E AT		
52B	TOWING PACKAGE: Factory installed receiver hitch, 7 wire RV style receptacle, with integrated electric brake control	Provide Towing Capacity:	14500		
S	TOW HOOKS: Front mounted				
S	TRANSMISSION: Automatic	Provide Number of Transmission Speeds:	10		
S	TRANSMISSION COOLER: Heavy duty auxiliary or external factory installed				
S	WHEEL BASE: 149" - 160"	Provide Wheel Base:	160		
Vehicle Description					
	Make	Model			
	FORD	F250 W2A 4X2 CREW CAB			

Bidder (Vendor)		QUIRK		Item #	35
Estimated Quantity:		UNKNOWN		Class-Spec#:	281
GENERAL DESCRIPTION		Full Size Pickup, Heavy Duty 3/4 Ton, 4 x 4, Quad Cab, 6.5' Box, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering			
Option Code	SPECIFICATIONS				
S	AIR CONDITIONING				
S	AUXILIARY POWER SOURCE				
X2E	AXLE REAR: Traction Lock	Provide Axle Ratio:	3.73		
S	BATTERY: Heavy duty, highest CCA and reserve time available / Dual if available	Provide CCA:	750		
S	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING				
S	BUMPER, FRONT: Factory Installed				
S	BUMPER, REAR: Step and Tow, Factory Installed				
S	CARGO BOX: 6.5' Bed, Style Side				
S	CRUISE CONTROL: Factory installed				
41H	ENGINE BLOCK HEATER, factory installed if available				
S	ENGINE COOLER: Heavy Duty, factory installed				
99A	ENGINE: Gasoline	Turbo-Yes or No:	NO		
	Provide Number of Cylinders:	8	Provide Horse Power:	405	
	Provide Number of Liters:	6.8L	Provide Foot Pounds of Torque:	445	
S	FLOOR: Rubber, If Available, factory installed				
S	FUEL CAPACITY:	Provide Fuel Capacity:	34		
S	GLASS: Tinted				
S	GVWR: 9500-10000 lbs.	Provide GVWR:	10000		
		Provide COMBINED GVWR:	21000		
S	LUMBAR ADJUSTMENT: Driver's Seat				
S	MIRRORS: Dual Outside Power, Trailer Towing, Heated, Inside Day/Night				
S	PAYLOAD:	Provide Payload:	3585		
S	POWER LOCKS & WINDOWS				
S	RADIO: AM/FM, with Clock, factory installed				
S	SEAT, REAR: Full Width Bench, Fold Down				
1S	SEATS, FRONT: cloth, split bench 60/40 or 40/20/40 with flip down console				
473	SNOW PLOW AND/OR HEAVY DUTY FRONT SUSPENSION PACKAGE				
17X	SKID PLATES: factory installed				
S	STEERING: Power with Tilt Wheel				
18B	STEPS: OEM, factory installed, cab length, full drivers & passenger door width				
S	TIRE, SPARE: Full Size, Mounted Under Vehicle, OEM				
TBM	TIRES: Minimum LT, Load Range E, All Terrain/On-Off Road	Provide Size and Load Range:	LT245/75R 17 AT E		
S	TOW HOOKS: front, factory installed				
52B	TOWING PACKAGE: factory installed to include drop receiver hitch & 7 pin wiring harness & Intergated brake controller	Provide Towing Capacity:			
44F	TRANSMISSION: Automatic	Provide Number of Transmission Speeds:			
S	TRANSMISSION COOLER: Auxiliary or external factory installed				
S	WHEEL BASE: 140" - 150"	Provide Wheel Base:	148		
S	WIPERS: Intermittent				
Vehicle Description					
	Make	Model			
	FORD	F250 XL X2B SUPER CAB			

Bidder (Vendor)	QUIRK FORD		Item #	36
Estimated Quantity:	UNKNOWN	Class-Spec#:	284	
GENERAL DESCRIPTION	Full Size Truck, Heavy Duty 3/4 Ton, 4 x 4, Crew Cab, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering			
Option Code	SPECIFICATIONS			
S	AIR CONDITIONING			
S	AUXILIARY POWER SOURCE			
X3E	AXLE REAR: Traction Lock	Provide Axle Ratio:	3.73	
S	BATTERY: Heavy duty, highest CCA and reserve time available / Dual if available	Provide CCA:	750	
S	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING			
S	BUMPER, FRONT: factory installed			
S	CARGO BOX: 6'-7" Bed, Style Side	Provide Bed Length:	6.5	
S	CRUISE CONTROL: Factory installed			
S	AUXILIARY POWER SOURCE			
S	DOORS: 4 Full Size			
99A	ENGINE: Gasoline	Turbo-Yes or No:	NO	
	Provide Number of Cylinders:	8	Provide Horse Power:	405
	Provide Number of Liters:	6.8	Provide Foot Pounds of Torque:	445
41H	ENGINE BLOCK HEATER, factory installed if available			
S	ENGINE COOLER: Heavy Duty, factory installed			
S	FLOOR: Rubber, If Available, factory installed			
S	FUEL CAPACITY:	Provide Fuel Capacity:	34	
S	GVWR: 9500-10,000 lbs.	Provide GVWR:	10000	
		Provide COMBINED GVWR:	21000	
S	MIRRORS: Dual Outside, Swing-Away Style, Low Mounted, 8" x 5" Minimum, Inside Day/Night			
S	PAYLOAD:	Provide Payload:	3585	
S	POWER LOCKS & WINDOWS			
S	RADIO: AM/FM, with Clock, factory installed			
1S	SEATS, FRONT: cloth, split bench 60/40 or 40/20/40 with flip down console			
S	SEATS, REAR: cloth, bench			
17X	SKID PLATES: factory installed			
18B	STEPS: OEM, factory installed, cab length, full drivers & passenger door width			
S	TILT STEERING WHEEL:			
S	TIRE, SPARE: Full Size, mounted under vehicle, OEM			
TBM	TIRES: Minimum LT, All Terrain/On-Off Road	Provide Size and Load Range:	LT 245/75R 17E AT	
S	TIRES: BIDDER MUST STATE SIZE AND LOAD RANGE, All Terrain/On-Off Road			
52B	TOWING PACKAGE: Towing package capable of 12,500 weight carrying, factory installed with reciever, to include integrated brake controller	Provide Towing Capacity:	13800	
S	TRANSMISSION: Automatic	Provide Number of Transmission Speeds:	10	
S	TRANSMISSION COOLER: Auxiliary or external factory installed			
S	WHEEL BASE: 149" - 160"	Provide Wheel Base:	160	
66S	UP FITTER SWITCHS			
Vehicle Description				
	Make	Model		
	FORD	F250 W2B CREW XL		

Bidder (Vendor)		Quirk ford		Item #	37
Estimated Quantity:		UNKNOWN	Class-Spec#:	284-8B	
GENERAL DESCRIPTION		Full Size Truck, Heavy Duty 3/4 Ton, 4 x 4, Crew Cab, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering, 8' Bed			
Option Code	SPECIFICATIONS				
S	AIR CONDITIONING				
S	AUXILIARY POWER SOURCE				
X3E	AXLE REAR: Traction Lock	Provide Axle Ratio:		3.73	
S	BATTERY: Heavy duty, highest CCA and reserve time available / Dual if available	Provide CCA:		750	
S	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING				
S	BUMPER, FRONT: factory installed				
S	CARGO BOX: 8' Bed, Style Side				
S	CRUISE CONTROL: Factory installed				
S	AUXILIARY POWER SOURCE				
S	DOORS: 4 Full Size				
S	ENGINE: Gasoline	Turbo-Yes or No:		NO	
	Provide Number of Cylinders:	8	Provide Horse Power:		405
	Provide Number of Liters:	6.8	Provide Foot Pounds of Torque:		445
41H	ENGINE BLOCK HEATER, factory installed if available				
S	ENGINE COOLER: Heavy Duty, factory installed				
S	FLOOR: Rubber, If Available, factory installed				
S	FUEL CAPACITY:	Provide Fuel Capacity:		34	
S	GVWR: 9500-10000 lbs.	Provide GVWR:		10000	
		Provide COMBINED GVWR:		21000	
S	MIRRORS: Dual Outside, Swing-Away Style, Low Mounted, 8" x 5" Minimum, Inside Day/Night				
S	PAYLOAD:	Provide Payload:		3585	
S	POWER LOCKS & WINDOWS				
S	RADIO: AM/FM, with Clock, factory installed				
1S	SEATS, FRONT: cloth, split bench 60/40 or 40/20/40 with flip down console				
S	SEATS, REAR: cloth, bench				
17X	SKID PLATES: factory installed				
18B	STEPS: OEM, factory installed, cab length, full drivers & passenger door width				
S	TILT STEERING WHEEL:				
S	TIRE, SPARE: Full Size, mounted under vehicle, OEM				
TBM	TIRES: Minimum LT, All Terrain/On-Off Road	Provide Size and Load Range:		LT245/75R17 E AT	
S	TIRES: BIDDER MUST STATE SIZE AND LOAD RANGE, All Terrain/On-Off Road				
52B	TOWING PACKAGE: Towing package capable of 12,500 weight carrying, factory installed with reciever, to include integrated brake controller	Provide Towing Capacity:		13800	
44F	TRANSMISSION: Automatic	Provide Number of Transmission Speeds:		10	
S	TRANSMISSION COOLER: Auxiliary or external factory installed				
S	WHEEL BASE: 169" - 176"	Provide Wheel Base:		176	
66S	UP FITTER SWITCHS				
Vehicle Description					
	Make	Model			
	FORD	F250 W2B CREW 4X4			

QUIRK FORD		QUIRK FORD	Item #	42
Estimated Quantity:		UNKNOWN	Class-Spec#:	350
GENERAL DESCRIPTION		Full Size Van, 12 Passenger, Front or Rear Wheel Drive, Automatic Transmission, Front & Rear Heat/Air Conditioning, Cruise Control, Tilt Steering Wheel		
Option Code	SPECIFICATIONS			
S	AIR CONDITIONING/heater: Dual, front and rear, factory installed			
S	AUXILIARY POWER SOURCE			
X7L	AXLE: Standard Axle Ratio with Traction Lock or Traction Control			
S	BATTERY: Heavy duty, highest CCA and reserve time available		Provide CCA:	
S	BACKUP CAMERA: Rear View Backup Camera, display in dash (Will Not Accept Display in Rearview Mirror)			
S	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING			
S	CRUISE CONTROL: Factory installed			
S	DOORS, REAR: Swing-Out with Windows			
S	DOORS, SIDE: 2 Swing-out Hinged Side Doors			
S	DRIVE: Front or Rear Wheel		Provide Drive Type (Front or Rear):	REAR
998	ENGINE: Gasoline	Turbo-Yes or No:		NO
		Provide Number of Cylinders:		6
		Provide Number of Liters:		3.5L
41H	ENGINE BLOCK HEATER: factory installed			
S	ENGINE COOLER: Heavy Duty, factory installed			
S	FLOOR: Rubber Mat Throughout, factory installed			
S	FUEL CAPACITY:		Provide Fuel Capacity:	25.1
S	GLASS: Tinted, All Windows, 360 Degree Visibility			
S	GVWR: Minimum 8,550 lbs.	Provide GVWR:		9400
		Provide COMBINED GVWR:		10800
S	LIGHTS: Dome-Front and Rear, factory installed			
S	MIRRORS: Dual Outside, Swing Away Style, Low Mounted, 8" x 5" Minimum, Inside Day/Night			
S	PAYLOAD:		Provide Payload:	3377
S	POWER DOOR LOCKS and POWER WINDOWS			
S	RADIO: AM/FM, with Clock, factory installed			
VS	SEATS: Front-High Back Vinyl Buckets; Rear-Vinyl Bench Seats, Easily Removable with No Tools Needed			
S	STEERING: Power with Tilt or Telescoping Wheel			
68J	STEPS: OE Runningboard style, door length on driver side & full length on passenger side			
S	TIRE, SPARE: Full Size Mounted Under Vehicle, OEM			
S	TIRES: Minimum LT235/65SR16E		Provide Size and Load Range:	235/65R916 C
53B	TOWING PACKAGE: Factory installed to include drop receiver hitch & 7 pin wiring harness			
44U	TRANSMISSION: Automatic		Provide Number of Transmission Speeds:	10
S	TRANSMISSION COOLER: Heavy Duty, factory installed			
148	WHEEL BASE: 135" - 148"		Provide Wheel Base:	148
Vehicle Description				
	Make	Model		
	FORD TRANSIT	12 PASS X2Y		

Bidder (Vendor)		Quirk Ford		Item #	74
Estimated Quantity:		UNKNOWN	Class-Spec#:	441	
GENERAL DESCRIPTION		Full Size Utility, 7 Passenger, 4 Door, 4 x 4, Automatic Transmission, Air Conditioning, Cruise Control, Tilt Steering			
Option Code	SPECIFICATIONS				
S	AIR CONDITIONING				
S	AUXILIARY POWER SOURCE				
N/A	AXLE REAR: Traction Control, minimum 3.31 Ratio		Provide Axle Ratio:		
S	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING				
S	BUMPER, FRONT & REAR: factory installed				
S	CRUISE CONTROL: factory installed				
S	DOOR LOCKS: Power				
41H	ENGINE BLOCK HEATER (factory installed)				
998	ENGINE: Gasoline		Turbo-Yes or No:	YES	
	Provide Number of Cylinders:	6	Provide Horse Power:	400	
	Provide Number of Liters:	3.5	Provide Fuel Capacity:	23.6	
S	FUEL CAPACITY:		Provide GVWR:	7300	
S	GVWR: 7,300 Minimum lbs.		Provide COMBINED GVWR:		
S	POWER DOOR LOCKS and POWER WINDOWS				
S	RADIO: AM/FM, factory installed				
S	REAR WINDOW DEFROSTER: Electric, factory installed				
S	SEATS: FRONT - Split Bench or Buckets, Rear Seats: Vinyl Bench or Split Bench (7 or 8 passengers)				
51A	SKID PLATES: factory installed if available				
A	TILT STEERING WHEEL				
A	TIRE, SPARE: Full Size, OEM				
	TIRES: Minimum 17", All Season		Provide Size and Load Range:	P265/70 R 18E	
S	TOWING PACKAGE: Factory installed (to include drop receiver hitch & 7 pin wiring harness if available)				
S	TRANSMISSION: Automatic		Provide Number of Transmission Speeds:		
S	WHEEL BASE: 116" minimum		Provide Wheel Base:	116	
S	WIPERS: Front and Rear-Intermittent with Washer				
Vehicle Description and Pricing					
	Make		Model		
	FORD		EXPEDITION 4X4 U1J		

Bidder (Vendor)		QUIRK FORD		Item #		75	
Estimated Quantity:		UNKNOWN		Class-Spec#:		461	
GENERAL DESCRIPTION		Full Size Utility, All Wheel Drive or 4 x 4, Minimum 8 Passenger, 4 Door, Automatic Transmission, Air Conditioning					
Option Code	SPECIFICATIONS						
S	AIR CONDITIONING						
S	AUXILIARY POWER SOURCE						
S	AXLE REAR: Traction Control yes					Provide Axle Ratio:	3.73
S	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING						
S	BUMPER, FRONT: Factory Installed						
S	BUMPER, REAR: Factory Installed						
S	CRUISE CONTROL: factory installed						
S	DRIVE: 4 x 4, All Wheel Drive					Provide Drive Type AWD or 4x4:	
998	ENGINE: Gasoline, Minimum 265 Horse Power						
	Provide Number of Cylinders:			6	Turbo-Yes or No:		YES
	Provide Number of Liters:			3.5	Provide Horse Power:		400
41H	ENGINE BLOCK HEATER (Factory Installed)						
S	FUEL CAPACITY:					Provide Fuel Capacity:	27.6
S	MIRRORS: Dual Outside, Swing Away Style, Low Mounted, 8" x 5" Minimum, Inside Day/Night						
S	GVWR: 7,500 Minimum lbs.					Provide GVWR:	7750
						Provide COMBINED GVWR:	15600
S	POWER DOOR LOCKS and POWER WINDOWS						
S	RADIO: AM/FM, factory installed						
S	REAR WINDOW DEFROSTER: Electric, factory installed						
S	SEATS: FRONT - Vinyl or Cloth Split Bench, REAR - Vinyl Bench or Split Bench (8 passengers)						
S	TILT STEERING WHEEL						
S	TIRE, SPARE: Full Size, OEM						
S	TIRES: Minimum P265/70R17All Season				Provide Size and Load Range:	P265/70 R 18 E A/T	
S	TOWING PACKAGE: Factory Installed (to include drop receiver hitch & 7-pin wiring if available)						
S	TRANSMISSION: Automatic					Provide Number of Transmission Speeds:	10
S	WHEEL BASE: 130" minimum				Provide Wheel Base:	131	
S	WIPERS: Front and Rear-Intermittent with Washer						
Vehicle Description							
	Make			Model			
	FORD			EXPEDITION K1G MAX			

Bidder (Vendor)		QUIRK FORD		Item #		75	
Estimated Quantity:		UNKNOWN		Class-Spec#:		461	
GENERAL DESCRIPTION		Full Size Utility, All Wheel Drive or 4 x 4, Minimum 8 Passenger, 4 Door, Automatic Transmission, Air Conditioning					
Option Code	SPECIFICATIONS						
S	AIR CONDITIONING						
S	AUXILIARY POWER SOURCE						
S	AXLE REAR: Traction Control yes				Provide Axle Ratio:		3.73
S	BLUETOOTH TECHNOLOGY FOR HANDS FREE CELL PHONE CALLING						
S	BUMPER, FRONT: Factory Installed						
S	BUMPER, REAR: Factory Installed						
S	CRUISE CONTROL: factory installed						
S	DRIVE: 4 x 4, All Wheel Drive				Provide Drive Type AWD or 4x4:		
998	ENGINE: Gasoline, Minimum 265 Horse Power						
	Provide Number of Cylinders:			6	Turbo-Yes or No:		YES
	Provide Number of Liters:			3.5	Provide Horse Power:		400
41H	ENGINE BLOCK HEATER (Factory Installed)						
S	FUEL CAPACITY:				Provide Fuel Capacity:		27.6
S	MIRRORS: Dual Outside, Swing Away Style, Low Mounted, 8" x 5" Minimum, Inside Day/Night						
S	GVWR: 7,500 Minimum lbs.				Provide GVWR:		7750
					Provide COMBINED GVWR:		15600
S	POWER DOOR LOCKS and POWER WINDOWS						
S	RADIO: AM/FM, factory installed						
S	REAR WINDOW DEFROSTER: Electric, factory installed						
S	SEATS: FRONT - Vinyl or Cloth Split Bench, REAR - Vinyl Bench or Split Bench (8 passengers)						
S	TILT STEERING WHEEL						
S	TIRE, SPARE: Full Size, OEM						
S	TIRES: Minimum P265/70R17All Season				Provide Size and Load Range:		P265/70 R 18 E A/T
S	TOWING PACKAGE: Factory Installed (to include drop receiver hitch & 7-pin wiring if available)						
S	TRANSMISSION: Automatic				Provide Number of Transmission Speeds:		10
S	WHEEL BASE: 130" minimum				Provide Wheel Base:		131
S	WIPERS: Front and Rear-Intermittent with Washer						
Vehicle Description							
	Make			Model			
	FORD			EXPEDITION K1G MAX			

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 BIDDER CERTIFICATION

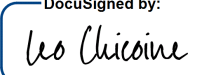
By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

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

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

- Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

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

Name: Leo Chicoine	Title: fleet sales manager
Authorized Signature: <div style="border: 1px solid black; border-radius: 10px; padding: 5px; display: inline-block; margin-top: 10px;"> DocuSigned by:  5D4DF38C8A3E44B... </div>	Date: 1/13/2026

Appendix F

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

ROADSIDE ASSISTANCE

**RFQ # 18P 251124-118
Vehicles for Master Agreements**

Is roadside assistance part of fleet warranty? YES NO

Is there an additional charge for roadside assistance warranty?

YES NO If YES, Please state here: _____

BIDDER: Quirk Ford DATE: 12-17-25

PRINTED NAME: LEO Chicoine

AUTHORIZED SIGNATURE: [Signature]
Responsible person submitting this bid

TEL: 207430 1621 FAX: 207 991 5539