



## MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 23092700000000000037	
COMMODITY/SERVICE DESCRIPTION: Law Enforcement Vehicle Set-ups - Ford Utility Interceptor	
START DATE: 10/16/2023	END DATE: 10/31/2025

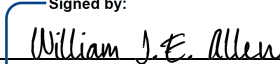
This Contract is between the following State of Maine Department and Provider:

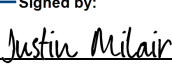
STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 <sup>th</sup> Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Justin Milair DbA Dynamic Upfit		
ADDRESS: 24 Stoneridge Circle		
CITY: Standish	STATE: ME	ZIP CODE: 04084
PROVIDER'S VENDOR CUSTOMER #: VC0000265078		

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

Department Representative:

Provider Representative:

Signed by:  
  
 3D5B6E39F57E44A...  
 William Allen, Senior Procurement Manager  
 Date 4/15/2025

Signed by:  
  
 5623E4EF59904C5...  
 Justin Milair, Owner  
 Date 4/15/2025

*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**

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: Thomas Paquette, Procurement Analyst II	
EMAIL: <a href="mailto:Thomas.Paquette@maine.gov">Thomas.Paquette@maine.gov</a>	TELEPHONE: 207-624-7890

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

NAME: Justin Milair	
EMAIL: <a href="mailto:dynamicupfit@outlook.com">dynamicupfit@outlook.com</a>	TELEPHONE: 207-615-5807

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

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 of Work to be Performed
<input checked="" type="checkbox"/>	RIDER B – Terms and Conditions
<input type="checkbox"/>	RIDER C – Exceptions
<input checked="" type="checkbox"/>	RIDER G – Debarment, Performance, and Non-Collusion Certification
<input type="checkbox"/>	RIDER H – Identification of Country in Which Contracted Work will be Performed

## RIDER A: SPECIFICATIONS OF WORK TO BE PERFORMED

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#### **I. COMMODITY:** Law Enforcement Vehicle Set-ups - Ford Utility Interceptors

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.

#### **II. CONTRACT PERIOD:**

Start October 16, 2023, through October 31, 2024

Following the initial terms 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 October 16, 2023, Through October 31, 2024
- ☒ First Renewal November 1, 2024, Through October 31, 2025
- ☐ Second Renewal
- ☐ Third Renewal
- ☐ Fourth Renewal

#### **III. EXTENSION COST DETAIL**

Due to an increase in the cost of materials and the Maine State Police requiring the integration of the Motorola body-worn camera and Whelen Vehicle Safety Gateway Cloud platforms in vehicle setups, the extension is with a 14% increase.

#### **IV. AUTHORIZED USER:**

**State of Maine Departments authorized us to utilize this MA contract:** Public Safety

**Municipalities, political subdivisions, and school districts in Maine:**

- ☒ Are NOT permitted to utilize this MA.
- ☐ Are permitted to utilize this MA as written.
- ☐ Are permitted to utilize this MA with the following conditions:

**V. ORDERING PROCEDURES:**

Delivery Orders (DO) will be created in AdvantageME for all orders from State Agencies. All DOs must include a quote for the commodities and/or services provided. For a quote that includes implementation services, a project specific Statement of Work may be required to be attached to the Delivery Order (delete if not applicable). DO's over \$5,000 will be emailed to the vendor's email address referenced on the MA as a .pdf file.

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

**Ordering Procedures:** Delivery Orders (DO) will be created in AdvantageME for all orders over \$5000.00. If a DO is used, the DO will be emailed to the email address referenced on the MA as a .pdf file. Orders less than \$5000.00 can be placed using a State of Maine issued P-Card (credit card).

**Delivery:** The vendor is responsible for the delivery of material in first-class conditions at the point of delivery, and in accordance with good commercial practice.

**VI. SPECIFICATIONS/SCOPE OF WORK:**

**Specifications / Scope of Work**

The following installations will be performed in Ford Utility Interceptors only. The quoted price includes all labor and parts for the complete installation. The State will provide all equipment being installed, the contractor will supply all parts, tools and labor to install the equipment.

**INTRODUCTION**

The following is a specification for installation, delivery and inspection. The intended use of the vehicles is for severe law enforcement duty for the State of Maine. The installation components and wiring products must be of the highest quality.

**GENERAL FEDERAL REQUIREMENTS**

Vehicle installations must follow:

- **FMVSS 101 -Controls & Identification**
- **FMVSS 107 -Reflective Surfaces**
- **FMVSS 111 -Driver's Rearward Vision**
- **FMVSS 125 -Hazard Warning Devices**
- **FMVSS 207 -Anchorage of Seats**

- **FMVSS 209 -Rear Shoulder Harness**
- **FMVSS 210 -Seat Belt Anchorages**
- **FMVSS 302 -Flammability of Material**
- **FMVSS 201 -Occupant protection**  
**(Air bags, sharp edges, soft surfaces etc.)**

## WIRE REQUIREMENTS

All wires and cables must be installed in the factory police package wire runs per Dodge, Chevrolet, and Ford Motor Company upfitters guide. A 1 ¼" grommet must be used on the right or left side of the firewall - as directed by vehicle manufacturer. All emergency equipment wires and cables must pass through this grommet. No wires shall run on the driver's side of the vehicle. Upon completion, this grommet must be sealed with a removable sealant to prevent heat, water, and dirt from entering the passenger compartment.

## ENCASING & ROUTING OF WIRES:

All wiring will be encased in high temperature split wire loom, all connectors crimped, dual wall heat shrink applied, routed away from heat and sharp objects. All wire protectors in high temperature split wire loom are routed through a one and one-fourth inch (1¼") grommet hole on the passenger's or driver's side of vehicle bulkhead.

Horn ring or hands free, main power, LED light, and speaker wiring will be encased with a three-fourth inch (¾") high temperature split wire loom and routed in front of radiator to passenger's or driver's side of vehicle routed through a one and one-fourth inch (1¼") grommet hole drilled beneath A/C housing - as directed by vehicle manufacturer.

Power supply for lap top computers will be connected to 15-amp manual reset circuit breaker, then both ground and power wire will be routed through the vehicle bulkhead. Main power wire will be attached to 100-amp circuit breaker.

Light-bar power and communications cable will be routed through a three-fourth inch (¾") grommet hole on driver's side of roof to the passenger's side C-pillar into factory wire tray and to the center of the instrument panel or storage area into the center mounted equipment console. Communication cable will be routed through vehicle bulkhead and must stay in the factory tray and can be secured away from the rear seat into the trunk to the driver side.

All ground wires will be connected to factory provided grounding studs unless so noted.

## POWER SOURCE:

A heavy-duty power source must be installed from the vehicle manufacturer provided power stud. This power source must be eight (8) gauge red wire protected by a heavy-duty self-resetting circuit breaker (capacity to be determined by the fleet section commander.) This power source is to operate any emergency lighting, which is to be installed on the vehicle. The wire is to be labeled "power" and routed through the 1 ¼ grommet in the bulkhead to the center console.

## GROUND SOURCE:

A heavy-duty ground source is to be installed from the vehicle battery take off. This ground

source must be eight (8) gauge black wire. This ground source is to be used to ground all emergency equipment in the vehicle. The wire is to be labeled “ground” and routed through the one and one-fourth inch 1¼” grommet in the bulkhead to the center console.

“KEY –OFF” ELECTRICAL LOAD LIMIT:

- Key off, maximum parasitic current load not to exceed 75 mA.
- If you can’t meet this key-off limit, after all equipment is installed, quote an isolator equipped with auxiliary battery. (NO EXCEPTIONS)

CIRCUIT PROTECTION:

The power source is to be divided to operate any emergency equipment that is installed in the vehicle. Each of these items is to be fused individually.

RADIO INSTALLATION:

Any communication equipment is to be installed to meet the manufacturer’s specifications. Antennas must be tested to reflect no more than two (2) watts under a VSWR test. No standing wave ratio higher than two (2) watts is acceptable.

DRESSING OF WIRES:

All wires must be covered in an automotive split plastic loom. No wires are to be exposed.

PROTECTIVE COATING OF TERMINALS:

All terminals and connections must be sprayed with heavy-duty automotive terminal coating to prevent corrosion and rusting.

WIRE REQUIREMENTS

**TYPE OF WIRES:**

All wiring other than communication cables should be Anixter TXL automotive wiring unless so noted and or agreed upon by the parties.

8/2 – 14/2 – 16/2 – 18/4 – 30 FT long cable made from printed GPT wire and covered with conductive loom. Wire inners are as follows:

<u><b>AWG</b></u>		<u><b>PRINT</b></u>
8ga	Red	Power
8ga	Black	Ground
14ga	Red	Hide away LED
14ga	Red	Side LED
16ga	Brown	Rear LED

16ga	Brown/Wh	Aux. 1
18ga	Blue	Upper-Mirror LED
18ga	Green	Rear tail-LED
18ga	Orange	Grille LED
18ga	Yellow/brown dual	Hatch LED/ area LED

The harness and power distribution system shall be designed to operate on 12 volts D.C. nominal on negative ground vehicle electrical systems. All wiring should be high quality TXL grade wiring rated for 125 degrees Celsius this matches S.A.E (Society of Automotive Engineers) J1128 standard. This standard can be purchased at <http://www.sae.org>. All the wiring should be continuous from end to end with no splices inside the braiding, with the exception of where a branch in the circuit is required. If there is a branch made it must be made using soldier type heat shrink connectors to ensure durability. All harnesses should be identical in layout and construction. All harnesses and fuse panels should be tested prior to delivery for correct operation and durability.

#### EQUIPMENT INSTALLATION:

All wires will be installed using professional standards and requirements. Connectors will be crimped and protected with heat shrink tubing or heat shrink connectors when necessary. All other connections and wiring will be protected with super 33 or super 88 electrical tape and split wire loom for extra stability and protection. All vehicle set-ups will be properly documented to identify all components and equipment installed into each vehicle. Documents will also show vehicle numbers, serial numbers, and DPS asset numbers.

All necessary emergency equipment for officer use will be installed in a sturdy but organized vehicle-specific center console including the following:

Docking Station		15am
Harris 2-way Radio		10am
Kenwood 2-way Radio		15am
Whelen or Federal Control Unit 12 Volt outlet plugs		10amp
Cup holders		7.5amp
Watchguard Camera	5amp	5amp
System Printer in Armrest Flashlight		3amp
Charger		
Stalker Radar		



B+ Positive Electrical Current B- Negative Electrical Current Ignition Key-On Power		
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In the vehicle front center console there will be a fuse panel securely mounted for B+, Ignition, and B- under the emergency equipment. The ignition side will have 80 amps available; the B+ side will have 40 amps available, and the B- is a vehicle factory-supplied chassis ground wire. All wires will be connected to the fuse panel. This fuse panel in the center console will be properly labeled with amperage and function.

Behind the passenger rear seat there is a factory supplied B+ stud/box which will provide B+ power for the Harris M7300 radio brain and the lighting/siren control box. If a lightbar is installed on the vehicle, this is where the B+ supply will come from, as well. A vehicle chassis grounding point is where the Harris radio brain, lighting/siren control box, and lightbar will all be grounded at. This is located behind the passenger rear seat.

Proper antenna placement on the roof of the vehicle is very critical. Antennas need to be installed at a minimum of 18" from one another for less interference. 2-way radio antennas will be tuned for the proper frequency and the vehicle repeater antenna is pre-tuned for the radio. A modem antenna is installed for the use of the troopers' laptops which detects LTE network signals for internet usage. The modem antenna also collects GPS coordinates.

The Harris radio brain and VRBS will be stacked and mounted behind the passenger rear cargo panel, hidden and out the way, to give the officer maximum storage space for all their gear. A radio base plate will be mounted directly to the vehicle floor behind the passenger side panel, and the air vent will be sealed for less moisture to surround the radio equipment. A communication cable will be connected from the radio brain to the radio head, which is in the front center console area. A DB-9 programming cable is installed and mounted in an easy access location in the passenger rear cargo area. This is for updating the users radio profile, updating firmware, and for trouble-shooting purposes.

Watch Guard camera systems need to be professionally installed up to manufacturers' specifications. The headliner bracket must be secured to the passenger side visor clip, with an additional bolt through the headliner for maximum stability. Cameras must be fastened to the headliner bracket, along with the mic pack cradle and display unit. All cables included need to be safely secured behind vehicle panels when channeling them to the hard drive which is in the center console. The hard drive needs to be secured in the center console for no movement while the vehicle is in motion and for easy access to the trooper. When an event is created, the Watchguard camera system has multiple hardwired input connections that collect signals from the vehicle to capture trooper's vehicle responses such as: brake signal, siren signal, emergency lights signal, and/or crash signal. Professional installers will have all input

connected and tested after the system is completely installed. After each installation, the system will be updated to the most current firmware version, and the assigned trooper will be programmed into the system.

Some extra equipment that will be installed on the headliner is a dome light that illuminates red or white lighting for trooper's use. This will be next to the Harris radio speaker for clear radio traffic sound.

Stalker radar system is required to have a rear antenna, front antenna, and a brain for the stalker system to function correctly. All cables will be securely and safely run through the vehicle where the cables cannot be disturbed for any reason. The rear and front antenna cables will be plugged into the brain. This system will be powered up when the vehicle is active and can be deactivated at troopers' discretion. The Watchguard camera system will interface into the radar system to show speeds on the Watchguard.

A Panasonic Toughbook docking station will be mounted to an adjustable swivel arm on top of the front center console. This can be moved towards the passenger side area for officer safety while the vehicle is in motion. Tied into the docking station is a permanent roof-mounted dual-frequency modem antenna for strong internet and GPS signal. A printer is always included with the installation of a docking station, which is conveniently installed in the arm rest of the console.

On marked cruisers, the light bar must be installed so that the cord is protected by a rubber grommet through in the roof of the vehicle. This hole must be directly in line with the existing cable of the light bar to limit the number of cables visible upon installation. This grommet must be sealed with a sealant to prevent water, dirt, and snow from entering the passenger compartment. The light bar illuminates 360 degrees for maximum emergency lighting. The light bar will be installed to meet the manufacturer's specifications.

On unmarked cruisers, the inner edges (front windshield lights) must be positioned on the front windshield to allow for driver visibility. Rear hatch window lighting should be mounted tightly against the hatch window for better noticeability for traffic coming from the rear. Side lighting is recommended for better noticeability for going through intersections (rear quarter window and/or mirror lighting) but good to have during all scenarios.

Additional lighting is installed in the taillights, rear outside visor, headlights and front grill for both Marked and Unmarked cruisers. This is to provide lighting from all points of the vehicle.

All cruisers will need single or multiple siren speakers incorporated into the emergency lighting/siren system. This is for maximum acknowledgement to clear the roadway when traveling to a scene.

A gunlock is permanently mounted directly behind the center console, in the middle of the second-row seat area, for quick and easy access. The mount will be riveted into the metal tunnel. In the lighting/siren system, the gunlock will have a security press where the lock will unlock for a short duration of time. Typically, 8 seconds is programmed.

#### ADDITIONAL REQUIREMENTS:

Each of the vehicles shall be thoroughly inspected by the contractor prior to acceptance by the contractor. Each product specified in the RFP shall be completely assembled, mounted on the vehicle, serviced and ready for use when delivered to an ordering agency. All services shall be performed in a professional manner. Unless specified otherwise, any parts, components, equipment, controls, material, features, performances, capacities, rating or designs which are standard and/or necessary to form an efficient and complete working unit shall be furnished whether specifically required herein or not. Any item not specified herein but deemed necessary for the application shall be supplied and shall meet the industry standards.

The contractor shall receive the vehicle directly from the agency. The contractor shall be responsible for the vehicles from the time the vehicles arrive at our designated site until the final acceptance is made by the ordering agency.

Vendor must be Fully insured for law enforcement vehicle equipment installation and an insurance certificate stating so MUST be included with the bid. \*\* NO EXCEPTIONS\*\* Certificate must be provided and a letter stating the vendor is insured for police emergency vehicles.

#### SECURITY STATEMENTS

Vendor must have a secure inside facility to store components and equipment received from the State of Maine or its vendors. Vendor assumes sole responsibility and all risk for all equipment inventory whether, provided by State of Maine or vendor.

#### DELIVERY AND INVENTORY OF PARTS, EQUIPMENT, AND VEHICLES

The receiving facility must have adequate controls in place to ensure that all equipment and vehicle deliveries are verified for completeness against a packing list or purchase order. Proper must maintain an inventory for all equipment.

The vendor shall have a procedure to accept and inspect deliveries and to reject non-confrontation or damaged deliveries.

The vendor must maintain in accordance with generally acceptable inventory standards, records of all components delivered, received or found defective. The inventory shall list quantities, part numbers, item description, approximate value, and type of item.

Vendor must promptly provide reports to the State of Maine upon demand in regard to any

aspect of the agreement. If requested, a report shall initially be verbal.

#### STAFF REQUIREMENTS

All technicians must have a minimum of two (2) years' experience installing vehicular emergency and communications equipment, to include and not be limited to emergency warning and lighting equipment, radio and cellular telephone equipment and mobile computer terminal equipment and other vehicle accessories.

#### PROCESS CONTROLS

The vendor should use a quality control check-off report acceptable to the State of Maine for the installations of all installed equipment on the State of Maine vehicles. Check off sheet will provide for the verification of all completed work, the name of each person performing work and what that person did, and verification of functionality.

#### INVENTORY LEVELS

Vendors should ensure that the current inventory or supply of material shall meet the State of Maine police installation or removal schedule. At any one time, the vendor must have at least enough inventories in stock and otherwise promptly available.

Extra components and/or equipment shall be maintained so that installations are not delayed by component or equipment failures or defects.

State of Maine or vendor shall supply detailed diagrams and drawings of supplied components and equipment, as determined by State of Maine.

#### AVAILABILITY OF TOOLS AND RELATED MATERIALS FOR INSTALLATION

Vendor should supply all tools, fasteners, washers and all other materials required to complete all installation and removal work. Certifications for torque measuring device and radio VSWR Meter to be supplied with proposal.

#### WIRING REQUIREMENTS

Vendor will install continuous wire runs. All connectors shall be crimped and heat-sealed in order to prevent water penetration and provide for electrical insulation. All wires and cabling shall be permanently labeled to identify function.

All fuses and fuse blocks shall be permanently labeled. Such labeling shall include the fuse size in amperage and the fuse function.

#### INSPECTION OF INSTALLATION FACILITIES

Vendor must have installation and storage facilities available for inspection by the State of Maine State police at any time during the period their vehicles and equipment are present at the vendor's site. Inspections may be made with little or no notice to the vendor. During any such inspection, the vendor will cooperate as requested by the inspector.

## ACCEPTANCE TESTING

The State of Maine will perform a final acceptance test on each vehicle at the point of delivery to their designated location. This acceptance test shall ensure that all installations were properly performed and that all installed emergency and communications equipment functions as defined by the manufacturer's specifications and instructions and that State of Rhode Island specifications for all parts, components, equipment, and vehicle. The State of Rhode Island will perform preliminary testing at the successful proposal's site and will provide final acceptance of delivered vehicles at their police designated location. A test plan for the acceptance test is provided in exhibit v. successful completion of an acceptance test shall not affect manufacturer or vendor's warranty obligations.

## INSTALLATION DOCUMENTATION

Contractor will utilize forms and provide other documents acceptable to both the vendor and the State of Maine that identifies all components and equipment installed into each vehicle.

## FEDERAL STANDARDS AND CODES

Code of Federal Regulations 49 CFR 393 (FMCSR) and 571 (FMVSS) Application for copies of DOT publication should reference the code of Federal Regulations, 49 CFR, and the Federal Register and should be addressed to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.) They may also be accessed on the Internet through GPO Access at <http://www.access.gpo.gov>.

## REQUIREMENTS

Materials shall be as specified herein. When materials are not specified, the vehicle and all parts thereof shall be furnished to provide the intended function, durability, safety, and maintain good long-term appearance. All materials shall be new, shall be suitable for the intended purpose, and shall be free of any characteristics or defects in material and workmanship, which may affect the performance, function, durability, and serviceability of the finished vehicle, or detract from its appearance. The government reserves the right to make the final determination of the suitability of all components and their arrangement on and in the vehicle

All conversions and modifications shall conform to all requirements of the OEM's Modifier/Upfitter Guide.

The contractor shall ensure that the application and installation of major subcomponents and systems is compliant with subcomponent vendors' requirements and recommendations.

## AFTERMARKET CONTENT, GENERAL REQUIREMENTS

The contractor shall procure all required resources, supplies, equipment, and perform all equipment installation to produce the vehicles. The base vehicles will be shipped from the OEM to the place of performance. The work shall be executed at a single location to ensure uniform installation processes. The effort includes installing communications, electrical, lighting, and support equipment to produce fully functional vehicles capable of supporting law enforcement operations. The VEHICLE shall meet all applicable DOT and FMVSS safety standards after modification. Modifications shall not disable vehicle OEM features, unless specified within.

## VEHICLE OPERATOR, PREVENTIVE MAINTENANCE, SERVICE, PARTS AND ELECTRICAL SCHEMATICS MANUALS

The operator's manual and full shop parts and service manuals shall be provided for each vehicle, in DVD electronic formats. In addition, operating and maintenance manuals for all body installed equipment/systems and components shall be furnished with each vehicle. Literature shall include all systems and component items furnished on the VEHICLE including but not limited to the following: the Operator's Manual, Service Manual, Parts Catalog, Lubrication Charts, base vehicle modifications and upgrades, hydraulic system, generator system, converter, breaker panel, lighting components, a/c system, heater system, and any other component furnished. The service manuals shall include 12 VDC and 115 VAC as built wiring diagrams. All body, sub-systems, and equipment requirements described above shall be functionally organized in electronic formats.

Manuals shall be furnished and well organized, thoroughly cross-indexed and authentic with no extraneous material such as advertisements or irrelevant information. All publications shall be submitted in electronic format in the form of CD-ROM discs. Within the manuals, the vehicles shall be treated as a whole and not as a grouping of disassociated parts from various suppliers. It shall be the responsibility of the contractor to ensure that all of the suppliers' subsystems are presented in sufficient detail to present a complete and clear picture of the whole VEHICLE and that terms and functional designations of wires and components are consistent throughout. The material in all manuals shall be identically organized and indexed with compatible numbering.

## TESTING, INSPECTION/ACCEPTANCE, AND TRAINING

Every vehicle shall undergo testing and inspection performed by the contractor. The contractor shall provide the Government with documentation of the testing. All deficiencies identified during testing and inspection shall be documented and resolved prior to delivery of each vehicle.

### VEHICLE ROAD TEST

All vehicles shall be road tested. The road test shall be for a minimum of 10 miles. The road test shall be considered successful if all mounted and items remain secure and operational.

### VEHICLE IDLE TEST

All vehicles shall be idle tested with all electrical equipment activated, emergency lights on (less siren). The idle test shall be for a minimum of 1 hour. The idle test shall be considered successful if all equipment and the vehicle remain functional (no shutdowns) and within normal operating (stable) temperatures and conditions. The ambient temperature shall be recorded.

### VOCATIONAL TEST

For each vehicle, all equipment shall be functionally tested and verified to operate in accordance with manufacturer's operating instructions and to the government's satisfaction.

## INSPECTION/ACCEPTANCE

The contractor shall furnish a first order (FO) vehicle for verification as meeting the requirements herein. The FO shall be, prior to offering for verification by the Government, complete in every respect, i.e., all components, equipment, and accessories assembled and installed and operational. Prior to presentation, the FO shall be fully inspected for compliance with all contract requirements by the contractor's quality inspectors. Such inspection results,

including any interim inspections, shall be documented and presented to the government representatives with the FO. Inspection results shall include all deficiencies found and the corrective actions taken. Upon

Government approval of the FO production methods shall ensure that subsequent vehicles are identical to the approved FO. The inspection of the FO shall be videotaped or recorded by digital photographs and the video or photographs shall include pictures showing the assembly of all major subassembly components. After Government acceptance of the FO, the contractor shall only substitute materials, components, or assemblies upon government acceptance of such and embodied in a contract modification. Upon acceptance of the FO, the vehicle shall be shipped in accordance with shipment terms of the contract. The contractor shall produce two copies of the videotape or two copies of the digital photographs of the FO. One copy shall be retained by the contractor as an approved sample; the second copy shall be retained by the GSA Engineer. Failure of the FO to meet the requirements of the specifications may be cause for the Government to refuse acceptance of all vehicles until corrective action has been taken.

All vehicle orders shall be presented for Government verification of inspection, and shall be accompanied by documented evidence of contractor, interim and final inspection as required above for the FO.

#### WARRANTY

The contractor shall provide a 3-year/36,000-mile warranty. The warranty shall include the commercial furnished equipment warranties, including all other parts and components required herein, against parts failure or malfunction due to design, construction or installation errors, defective workmanship, and missing or incorrect parts, for a minimum period of 3 years/36,000 miles from date of acceptance. Some components may require the purchase of an extended comprehensive warranty from the manufacturer to meet the minimum terms. If the contractor receives from any supplier or subcontractor an additional warranty on the whole or any component of the vehicles, in form of time or mileage, including any prorated arrangements, or the contractor generally extends to its commercial customers greater or extended warranty coverage, the government shall receive corresponding warranty benefits. The warranty coverage shall begin when the Government accepts the vehicles from the contractor FOB point of origin/destination.

## VII. CONTRACTED PRICING/RATES

Contracted Rates: \$2000.00 per set-up.

**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.

## **VIII. AMENDMENTS TO SPECIFICATIONS/SCOPE OF WORK**

Include the integration of the Motorola body-worn camera and Whelen Vehicle Safety Gateway Cloud platforms in vehicle setups.



## RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT**. Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:

- A. Advantage Contract numbers for this contract.
  - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
  - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
  - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.
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2. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
  3. **INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
  4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
  5. **CHANGES IN WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS**. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **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.

8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action should include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.
- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any

individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**9. CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

**10. EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

**11. 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.

**12. ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the

purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

**13. TERMINATION.** The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

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

**15. 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.

**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. NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the

Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.

**18. APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

**19. INSURANCE REQUIREMENT.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- i. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
  - ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
  - iv. All policies should contain a revised cancellation clause allowing thirty (30) days' notice to the Department in the event of cancellation for any reason, including nonpayment.
  - v. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

**20. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

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

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

Rider C Exceptions  
Rider B Terms and Conditions  
Rider A Scope of Work  
Funding Rider  
Rider D Included at Department's Discretion  
Rider E Included at Department's Discretion  
Rider F Included at Department's Discretion  
Rider G Identification of Country in which contracted work will be performed  
Business Associate Agreement included at Department's Discretion  
Other Included at Department's Discretion

- 23. 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, pandemic 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.
- 24. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
- 25. ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
- 26. AMENDMENT.** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
- 27. DEBARMENT AND PERFORMANCE CERTIFICATION.** By signing this Contract, 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. 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.

**28. STATE PROPERTY.** The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

**29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES.** Through the execution of this contract, the Provider certifies 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 M.R.S. §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 M.R.S. §2030-B](#).

Contracts entered into by a state agency violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract 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 M.R.S., §2030-A).

**30. CONFIDENTIALITY.**

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., “confidential information” means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.
- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential

information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.

- C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
- D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).



### **RIDER C: EXCEPTIONS TO RIDER B**

Enter the exceptions here, if applicable. If not applicable, delete this page or enter "N/A" **and** make sure Rider C is not checked in the Table of Riders section.


## RIDER G: DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principles, and any subcontractors are 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:*
  - v. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - vi. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
  - vii. 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*
  - viii. 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: Justin Milair	Title: owner
Authorized Signature: <div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; margin: 10px auto; display: flex; align-items: center; justify-content: center;"> <div style="text-align: center;"> <small>Signed by:</small>    <small>5623E4EF59904C5...</small> </div> </div>	Date: 4/15/2025