

DEBORAH MILAIR
 207-650-3328 ext.
 DYNAMICUPFIT@OUTLOOK.COM

Commodity Information

Vendor Line #: 1

Vendor Name: JUSTIN MILAIR

Commodity Line #: 1

Commodity Code: 92800

Commodity Description: Law Enforcement Vehicle Set ups

Commodity Specifications:

Commodity Extended Description: Law Enforcement Vehicle Set ups

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
3		
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Law Enforcement Vehicle Set ups	0.0000 %	
	Discount Start Date	Discount End Date
	10/16/23	10/31/24

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 10/12/2023
2A644AF5681F482...
Signature Date

David Morris, Acting Chief Procurement Officer

JUSTIN MILAIR dba DYNAMIC UPFIT

DocuSigned by:
Justin Milair 10/12/2023
5623E4EF59904C5...
Signature Date

Justin Milair, Owner

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – MA User Information and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input type="checkbox"/>	Other – Included at Department’s Discretion
<input type="checkbox"/>	Other – Included at Department’s Discretion

RIDER A
Master Agreement User Information and/or Specifications
MA 230927-037

Commodity: Law Enforcement Vehicle Set-ups - Ford Utility Interceptor

The State reserves the right to add other similar vehicle set-ups to the MA if it's in the State's best interest but does not obligate the State to purchase similar noncontracted services from the selected bidder.

Master Agreement Competitive Bid RFQ: 16A 230912-070

Contract Period: Through October 31, 2024. The State of Maine with vendor approval can opt to issue up to four (4), one (1) year extensions.

Vendor Contact Person: 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 **Tel:** 207-615-5807 **Email:** dynamicupfit@outlook.com

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.

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 condition at the point of delivery, and in accordance with good commercial practice.

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 - Anchorages 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 computer 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 ($\frac{3}{4}$ ") 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 $\frac{1}{4}$ " 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 1 $\frac{1}{4}$ " 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 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 as 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 automotive split plastic loom. No wires are to be exposed.

PROTECTIVE COATING OF TERMINALS:

All terminals and connections must be sprayed with a 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 conducted loom. Wire inners are as follows:

<u>AWG</u>		<u>PRINT</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 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 insure 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 number, 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		10amp
12 Volt outlet plugs		
Cup holders		7.5amp
Watchguard Camera	5amp	5amp
System Printer in Armrest		
Flashlight Charger		3amp
Stalker Radar		
B+ Positive Electrical Current		
B- Negative Electrical Current		
Ignition Key-On Power		

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 being 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 for 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 inputs connected and tested after the system is completely installed. After each install, 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 amount of cable 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 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 sight 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 assure 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 confronting or damaged deliveries.

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

Vendor shall use a quality control check-off report acceptable to 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

Vendor shall insure that the current inventory or supply of material shall meet the State of Maine police installation or removal schedule. At any one time, 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 shall 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, vendor will cooperate as requested by the inspector.

ACCEPTANCE TESTING

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 manufacturers specifications and instructions and that State of Rhode Island specifications for all parts, components, equipment, and vehicle. 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 assure uniformed installation processes. The effort includes installing communications, electrical, lighting, and support equipment to produce fully-functional vehicle 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 disks. 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 insure 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 assure 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 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.

Dynamic Upfit LLC
Justin Milair
24 Stoneridge Circle
Standish, ME 04084



SECURITY STATEMENT

Dynamic Upfit, LLC takes sole responsibility and all risk for all equipment inventory, whether provided by state or our own vendors.

Dynamic Upfit's location is an extremely low traffic area with no crime rates. As an extra precaution to ensure all vehicles and equipment on premise will be protected, there are 2 separate security systems: an outdoor system and an indoor system. There are numerous exterior cameras surrounding all angles of the property with built in 2-way audio and infrared security acting as a strong deterrent in keeping away any activities of theft, vandalism, or break-ins. Video feed can be viewed in real-time and sends automatic push notifications to company devices for around-the-clock surveillance.

Once vehicles are parked on the property, all equipment will be removed from the vehicles and stored inside a dry and temperature-controlled environment. Vehicles will have windows up and stay locked until upfitting begins. Vehicles will be parked inside of building when being upfitted until the build is complete. Garage bay doors will stay down and only open when vehicles go out or in for departure or arrival.

WARRANTY

Dynamic Upfit, LLC provides a 3-year/36,000-mile warranty for commercial furnished equipment due to part failure, installation errors, defective workmanship, missing or incorrect parts. Coverage starts when the government accepts the vehicle from us.

INSURANCE

Dynamic Upfit, LLC is fully insured under \$4 million policy through State Farm. Insurance certificate attached shows our coverage for police emergency vehicles.

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 “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “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” or “Agreement” 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 Contractor.

- 2. WARRANTY:** The Contractor 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 the Division, 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 Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor 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. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

- 3. TAXES:** Contractor 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. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

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 Contractor's deliveries fail to meet such schedule, the Division, 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 Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division'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 Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

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. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division 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 Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

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 also errors and 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 the Division of Purchases.

9. ALTERATIONS: The Division 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 Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor 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: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, 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 the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement 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 Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination,

excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division 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. The Division 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 Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. 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.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

22. 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

Appendix A

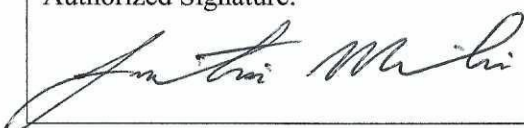
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Dynamic Upfit LLC		
Chief Executive - Name/Title: Justin Milair/Owner		
Tel: 207-615-5807	Fax:	E-mail: dynamicupfit@outlook.com
Headquarters Street Address: 24 Stoneridge Circle		
Headquarters City/State/Zip: Standish/ME/04084		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

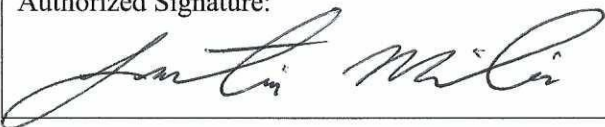
Name: Justin Milair	Title: Owner
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize DocuSign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: 09/17/2023

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 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: Justin Milair	Title: Owner
To have your bid accepted, this Appendix MUST have an actual wet signature or utilize Docu Sign or Adobe Sign forms of electronic signature.	
Authorized Signature: 	Date: 09/17/2023

Appendix D

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

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

**RFQ # 16A 230912-070
Law Enforcement Vehicle Set-ups - Ford Utility Interceptor**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Orders from Municipality, Political Subdivisions and School Districts (Appendix D): If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups and they will be liable for all payments.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

Yes

Yes, with conditions as follows:

No

Name of Company:

Dynamic Upfit LLC

Address:

24 Stoneridge Circle, Standish, ME, 04084

Signature:



Date: 09/17/2023