

State of Vermont

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

CONTRACT



Supplier 0000381466
US Fleet Source
979 S. Village Oaks Dr
Covina CA 91724
USA

Contract ID 0000000000000000000039307	Page 1 of 11
Contract Dates 12/31/2019 to 10/31/2024	Origin CPS
Description: CPS MY AUTO Nissan, Kia, Hyund	Contract Maximum \$17,000,000.00
Buyer Name William A Vivian Jr.	Buyer Phone 828-4681
Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		MFR: Nissan Model: Versa S Model Number: 10110 Model Year: 2024 Markup on Invoice option: Markup is 5% Above Invoice Price Markup on invoice trim upgrade: Markup	EA	18,855.00000	0.00	0.00
		Warranty: Basic Coverage: 36 months Basic Miles/km: 36,000 miles Drive train Years: 5 Drive train Miles: 60,000 Corrosion Coverage: 60 months Corrosion Miles/km: Unlimited				
2		MFR: Nissan Model: Altima S FWD Model Number: 13110 Model Year: 2024 Markup on Invoice option: Markup is 5% Above Invoice Price Markup on invoice trim upgrade: Markup	EA	25,884.00000	0.00	0.00
		Warranty: Basic Coverage: 36 months Basic Miles/km: 36,000 miles Drive train Years: 5 Drive train Miles: 60,000 Corrosion Coverage: 60 months Corrosion Miles/km: Unlimited				
3		MFR: Nissan Model: Altima SV AWD Model Number: 13010 Model Year: 2024 Markup on Invoice option: Markup is 5% Above Invoice Price Markup on invoice trim upgrade: Markup	EA	28,183.00000	0.00	0.00
		Warranty: Basic Coverage: 36 months Basic Miles/km: 36,000 miles Drive train Years: 5 Drive train Miles: 60,000 Corrosion Coverage: 60 months Corrosion Miles/km: Unlimited				

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Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
4		MFR: Nissan Model: Leaf S Model Number: 17010 Model Year: 2024 Markup on Invoice option: Markup is 5% Above Invoice Price Markup on invoice trim upgrade: Markup	EA	28,394.00000	0.00	0.00

Warranty:
Basic Coverage: 36 months
Basic Miles/km: 36,000 miles
Drive train Years: 5
Drive train Miles: 60,000
Corrosion Coverage: 60 months
Corrosion Miles/km: Unlimited

5		MFR: Nissan Model: Leaf SV Plus Model Number: 17210 Model Year: 2024 Markup on Invoice option: Markup is 5% Above Invoice Price Markup on invoice trim upgrade: Markup	EA	36,927.00000	0.00	0.00
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Warranty:
Basic Coverage: 36 months
Basic Miles/km: 36,000 miles
Drive train Years: 5
Drive train Miles: 60,000
Corrosion Coverage: 60 months
Corrosion Miles/km: Unlimited

6		{{No longer available}} MFR: Nissan Model: Rogue S FWD Model Number: 22110 Model Year: 2020 Markup on Invoice option: Markup is 5% Above Invoice Price	EA	20,596.00000	0.00	0.00
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Warranty:
Basic Coverage: 36 months
Basic Miles/km: 36,000 miles
Drive train Years: 5
Drive train Miles: 60,000
Corrosion Coverage: 60 months
Corrosion Miles/km: Unlimited

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Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
7		{{No longer available}} MFR: Nissan Model: Rogue S AWD Model Number: 22010 Model Year: 2020 Markup on Invoice option: Markup is 5% Above Invoice Price	EA	21,867.00000	0.00	0.00

Warranty:
Basic Coverage: 36 months
Basic Miles/km: 36,000 miles
Drive train Years: 5
Drive train Miles: 60,000
Corrosion Coverage: 60 months
Corrosion Miles/km: Unlimited

8		MFR: Nissan Model: Pathfinder S 2WD Model Number: 25110 Model Year: 2024 Markup on Invoice option: Markup is 5% Above Invoice Price Markup on invoice trim upgrade: Markup	EA	35,399.00000	0.00	0.00
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Warranty:
Basic Coverage: 36 months
Basic Miles/km: 36,000 miles
Drive train Years: 5
Drive train Miles: 60,000
Corrosion Coverage: 60 months
Corrosion Miles/km: Unlimited

9		MFR: Nissan Model: Pathfinder S AWD Model Number: 25010 Model Year: 2024 Markup on Invoice option: Markup is 5% Above Invoice Price Markup on invoice trim upgrade: Markup	EA	37,282.00000	0.00	0.00
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Warranty:
Basic Coverage: 36 months
Basic Miles/km: 36,000 miles
Drive train Years: 5
Drive train Miles: 60,000
Corrosion Coverage: 60 months
Corrosion Miles/km: Unlimited

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Buyer Name William A Vivian Jr.	Buyer Phone 828-4681
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Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
10		{{{No Longer Available}}} MFR: Nissan Model: NV200 S FWD Model Number: 66110 Model Year: 2020 Markup on Invoice option: Markup is 5% Above Invoice Price	EA	18,873.00000	0.00	0.00

Warranty:
Basic Coverage: 36 months
Basic Miles/km: 36,000 miles
Drive train Years: 5
Drive train Miles: 60,000
Corrosion Coverage: 60 months
Corrosion Miles/km: Unlimited

11		{{{No Longer Available}}} MFR: Hyundai Model: Accent SE Model Number: 17412F45 Model Year: 2020 Markup on invoice options: Markup is 5% Above Invoice Price	EA	15,607.00000	0.00	0.00
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Warranty:
New Vehicle Limited Warranty: 5 Years/60,000 miles
Powertrain Limited Warranty: 10 Year/100,000 miles
Ant-perforation Warranty: 7 year/Unlimited miles

12		MFR: Hyundai Model: Elantra SE Model Number: 48412F45 Model Year: 2024 Markup on invoice options: Markup is 5% Above Invoice Price Markup on invoice for trim upgrade:	EA	21,905.00000	0.00	0.00
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Warranty:
New Vehicle Limited Warranty: 5 Years/60,000 miles
Powertrain Limited Warranty: 10 Year/100,000 miles
Ant-perforation Warranty: 7 year/Unlimited miles

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Buyer Name William A Vivian Jr.	Buyer Phone 828-4681
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Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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13		MFR: Hyundai Model: Sonata SEL FWD Model Number: 29402F4S Model Year: 2024 Markup on invoice options: Markup is 5% Above Invoice Price Markup on invoice for trim upgrade:	EA	27,416.00000	0.00	0.00
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Warranty:
 New Vehicle Limited Warranty: 5 Years/60,000 miles
 Powertrain Limited Warranty: 10 Year/100,000 miles
 Ant-perforation Warranty: 7 year/Unlimited miles

14		MFR: Hyundai Model: Ioniq 5 SE RWD (Extended Range) Model Number: N0502FBS Model Year: 2024 Markup on invoice options: Markup is 5% Above Invoice Price Markup on invoice for trim upgrade:	EA	43,786.00000	0.00	0.00
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Warranty:
 New Vehicle Limited Warranty: 5 Years/60,000 miles
 Powertrain Limited Warranty: 10 Year/100,000 miles
 Ant-perforation Warranty: 7 year/Unlimited miles
 Hybrid Battery Warranty: Lifetime

15		MFR: Hyundai Model: Kona SE FWD Model Number: Q0402F45 Model Year: 2024 Markup on invoice options: Markup is 5% Above Invoice Price Markup on invoice for trim upgrade:	EA	24,915.00000	0.00	0.00
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Warranty:
 New Vehicle Limited Warranty: 5 Years/60,000 miles
 Powertrain Limited Warranty: 10 Year/100,000 miles
 Ant-perforation Warranty: 7 year/Unlimited miles

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Buyer Name William A Vivian Jr.	Buyer Phone 828-4681
	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
16		MFR: Hyundai Model: Kona SE AWD Model Number: Q0402A45 Model Year: 2024 Markup on invoice options: Markup is 5% Above Invoice Price Markup on invoice for trim upgrade:	EA	26,370.00000	0.00	0.00
		Warranty: New Vehicle Limited Warranty: 5 Years/60,000 miles Powertrain Limited Warranty: 10 Year/100,000 miles Ant-perforation Warranty: 7 year/Unlimited miles				
17		MFR: Hyundai Model: Tucson SE FWD Model Number: 844J2F4S Model Year: 2024 Markup on invoice options: Markup is 5% Above Invoice Price Markup on invoice for trim upgrade:	EA	27,207.00000	0.00	0.00
		Warranty: New Vehicle Limited Warranty: 5 Years/60,000 miles Powertrain Limited Warranty: 10 Year/100,000 miles Ant-perforation Warranty: 7 year/Unlimited miles				
18		MFR: Hyundai Model: Tucson SE AWD Model Number: 844J2A45 Model Year: 2024 Markup on invoice options: Markup is 5% Above Invoice Price Markup on invoice for trim upgrade:	EA	28,247.00000	0.00	0.00
		Warranty: New Vehicle Limited Warranty: 5 Years/60,000 miles Powertrain Limited Warranty: 10 Year/100,000 miles Ant-perforation Warranty: 7 year/Unlimited miles				

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Buyer Name William A Vivian Jr.	Buyer Phone 828-4681
	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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19		MFR: Hyundai Model: Santa Fe SE FWD Model Number: 64412F45 Model Year: 2024 Markup on invoice options: Markup is 5% Above Invoice Price Markup on invoice for trim upgrade:	EA	34,617.00000	0.00	0.00
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Warranty:
New Vehicle Limited Warranty: 5 Years/60,000 miles
Powertrain Limited Warranty: 10 Year/100,000 miles
Ant-perforation Warranty: 7 year/Unlimited miles

20		MFR: Hyundai Model: Santa Fe SE AWD Model Number: 64412A45 Model Year: 2024 Markup on invoice options: Markup is 5% Above Invoice Price Markup on invoice for trim upgrade:	EA	36,237.00000	0.00	0.00
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Warranty:
New Vehicle Limited Warranty: 5 Years/60,000 miles
Powertrain Limited Warranty: 10 Year/100,000 miles
Ant-perforation Warranty: 7 year/Unlimited miles

21		MFR: KIA ***NO LONGER OFFERED*** Model: Sedona L Model Number: 64212 Model Year: 2020 Markup on Invoice option: 5% Markup on invoice for trim upgrade: 5%	EA	22,375.00000	0.00	0.00
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Warranty:
Basic Coverage: 36 months
Basic Miles/km: 36,000 miles
Drive train Years: 5
Drive train Miles: 60,000
Corrosion Coverage: 60 months
Corrosion Miles/km: Unlimited

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Contract Dates 12/31/2019 to 10/31/2024	Origin CPS
Description: CPS MY AUTO Nissan, Kia, Hyund	Contract Maximum \$17,000,000.00
Buyer Name William A Vivian Jr.	Buyer Phone 828-4681
Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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22		{{{No longer available}}} MFR: KIA Model: Sedona LX Model Number: 64222 Model Year: 2020 Markup on Invoice option: 5% Markup on invoice for trim upgrade: 5%	EA	24,627.00000	0.00	0.00
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Warranty:
Basic Coverage: 36 months
Basic Miles/km: 36,000 miles
Drive train Years: 5
Drive train Miles: 60,000
Corrosion Coverage: 60 months
Corrosion Miles/km: Unlimited

23		MFR: Hyundai Model: Sonata SEL AWD Model Number: 29402F4S Model Year: 2024 Markup on invoice options: Markup is 5% Above Invoice Price Markup on invoice for trim upgrade:	EA	28,841.00000	0.00	0.00
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Warranty:
New Vehicle Limited Warranty: 5 Years/60,000 miles
Powertrain Limited Warranty: 10 Year/100,000 miles
Ant-perforation Warranty: 7 year/Unlimited miles

24		MFR: Hyundai Model: Ioniq 5 SE AWD Model Number: N0502FBS Model Year: 2024 Markup on invoice options: Markup is 5% Above Invoice Price Markup on invoice for trim upgrade:	EA	47,251.00000	0.00	0.00
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Warranty:
New Vehicle Limited Warranty: 5 Years/60,000 miles
Powertrain Limited Warranty: 10 Year/100,000 miles
Ant-perforation Warranty: 7 year/Unlimited miles

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Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
25		{{{No longer available}}} MFR: Hyundai Model: Kona SE ELECTRIC FWD Model Number: Q0402F45 Model Year: 2024 Markup on invoice options: Markup is 5% Above Invoice Price Markup on invoice for trim upgrade:	EA	32,502.00000	0.00	0.00
		Warranty: New Vehicle Limited Warranty: 5 Years/60,000 miles Powertrain Limited Warranty: 10 Year/100,000 miles Ant-perforation Warranty: 7 year/Unlimited miles				
26		MFR: Hyundai Model: Santa Fe SEL HYBRID AWD Model Number: 64412A45 Model Year: 2024 Markup on invoice options: Markup is 5% Above Invoice Price Markup on invoice for trim upgrade:	EA	39,606.00000	0.00	0.00
		Warranty: New Vehicle Limited Warranty: 5 Years/60,000 miles Powertrain Limited Warranty: 10 Year/100,000 miles Ant-perforation Warranty: 7 year/Unlimited miles				
27		Off the lot/Multi-year vehicles other than Model Year.	EA	0.01000	0.00	0.00

Multi-year and off-the-lot purchasing option:
When the State or an Additional Purchaser wishes to buy a vehicle or vehicles other than ones that are specifically listed on this contract, which might be an 'off-the-lot' purchase and/ or vehicle(s) of a different model year, or model, than covered in this contract, the process will proceed as identified in Attachment A, section 7.

1. Parties. This is a contract for services between the State of Vermont, Department of Purchasing and Contracting (hereinafter called "State"), and US Fleet Source, with a principal place of business in Covina CA, (hereinafter called "Contractor"). Contractor's form of business organization is corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is commodities generally on the subject of Hyundai Model Year Vehicles. Detailed requirements to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$17,000,000.00.

4. Contract Term. The period of contractor's performance shall begin on December 31, 2019 and end on October 31, 2023 with the option to renew for up to two additional 12-month periods.

5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

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Table with contract details: Contract ID, Contract Dates, Description, Buyer Name, Origin, Contract Maximum, Contract Status.

Phone #:

Table header for line items: Line #, Item ID, Item Desc, UOM, Unit Price, Max Qty, Max Amt

6. 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 Contractor.

7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance.

8. Attachments. This contract consists of 6 pages including the following attachments which are incorporated herein:

- Attachment A - Statement of Work
Attachment B - Payment Provisions
Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)
Attachment D - Vehicle Specifications

9. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
(2) Attachment C (Standard Contract Provisions for Contracts and Grants)
(3) Attachment A
(4) Attachment D
(5) Attachment B

Vendor Contact Information
Name: Lisa Molino
Phone: (626) 344-4285
Email: lisa@USFleetSource.com

State Contract Information:
Name: Bill Vivian
Phone: 802.828.4681
Email: bill.vivian@vermont.gov

STATE OF VERMONT
CONTRACT AMENDMENT #1

Parties. This is a contract for services between the State of Vermont, Department of Purchasing and Contracting (hereinafter called "State"), and US Fleet Source, with a principal place of business in Covina CA, (hereinafter called "Contractor") that the contract between them originally dated as of December 31, 2019, Contract 39307, as amended to date, (the "Contract") is hereby amended as follows:

- 1. To incorporate pricing for the Kia Sedona LX.

This document consists of 9 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

State of Vermont
Amendment 2
October 2023

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and US Fleet Source, with a principal place of business in Covina CA, (the "Contractor") that the contract between them originally dated as of December 31, 2019, Contract # 39307, as amended to date, (the "Contract") is hereby amended as follows:

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Buyer Name William A Vivian Jr.	Buyer Phone 828-4681
	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from October 31, 2023 to October 31, 2024 The Contract Term may be renewed for one additional one-year period at the discretion of the State.

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

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

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

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

State and Federal Terms for Products and Services. Contractor agrees that "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 19, 2023)" which is attached as Attachment E to this amendment, applies to any products or services provided to the State, at any time, when using federal funds.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: **Jennifer M.V. Fitch**

Name: _____

**Commissioner - Buildings and
General Services**

Title: _____

Title: _____

Email: _____

Email: _____

Attachment E

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: July 19, 2023)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.