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MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 24093000000000000040	
COMMODITY/SERVICE DESCRIPTION: Select Vehicles - ICE, Hybrid, BEV, PHEV	
START DATE: 10/3/2024	END DATE: 10/31/2026

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

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Fleet Vehicle Source, Inc		
ADDRESS: 100 N Barranca St., Suite 100		
CITY: West Covina	STATE: CA	ZIP CODE: 91791
PROVIDER'S VENDOR CUSTOMER #: VS0000023363		

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

Department Representative:

DocuSigned by:
Michelle Fournier
066BBD96EE5347F...

Michelle Fournier, Procurement Planning Manager

Date 11/3/2025

Provider Representative:

Signed by:
Brian Clauss
8F3DEA646E1F46D...

Brian Clauss, President

Date 10/31/2025

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.

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DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

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

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

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

NAME: Lisa Molino	
EMAIL: lisa@USFleetSource.com	TELEPHONE: 626-344-4285

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

Master Agreement (MA) procurement method: RFQ 18P 240710-005 and 18P 240715-006

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TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.	
☒	RIDER A – Specifications and User Information
☒	RIDER B – Terms and Conditions
☐	RIDER C – Exceptions
☒	RIDER D – Responsible Bidder Certification

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RIDER A: SPECIFICATIONS AND USER INFORMATION

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I. CONTRACT PERIOD
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VII. AUTHORIZED USERS
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I. CONTRACT PERIOD:

Following the initial term of the contract, the Department, at their discretion, may opt to extend / renew the contract for up to two (2) model-year extension periods**.**

- ☒ Initial Term
- ☒ First Renewal
- ☐ Second Renewal

II. COMMODITY: Select Vehicles - ICE, Hybrid, BEV, PHEV

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

III. SPECIFICATIONS

2026 model year

IV. AMENDMENTS TO SPECIFICATIONS

Not Applicable

V. AMENDMENT/EXTENSION PRICING/RATE CHANGES

Extend with some minor price increase and decreases

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VI. CONTRACTED PRICING/RATES

Prices: Prices are with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

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

VII. AUTHORIZED USERS:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

☒ Are permitted to utilize this MA as written.

VIII. ORDERING PROCEDURES/DELIVERY INFORMATION:

Delivery Orders (DO) will be created in AdvantageME for all orders over $5000.00. DO's will be emailed as a .pdf file to the vendor's email address submitted in AdvantageME by the vendor.

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

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

Delivery of Vehicles:

- Vehicles should be delivered with minimum mileage coinciding with location of dealer and delivery point to the State. Any exceptions should be noted prior to delivery.
- Information needed at time of delivery request:
  - item number(s)

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

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

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RIDER B: TERMS and CONDITIONS

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

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

2. **WARRANTY. The Provider warrants the following:**

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

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

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

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4. **PACKING AND SHIPMENT.** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. **DELIVERY.** Delivery should be strictly in accordance with delivery schedule. If Provider's deliveries fail to meet such schedule, OSPS, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of OSPSO's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Provider has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to OSPS. If the Provider's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Provider and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Provider to meet the required delivery schedule.

6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

7. **INSPECTION.** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. OSPS, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Provider's expense. OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by OSPS.

8. **INVOICE.** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, and any errors or omissions on statements, will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of OSPS.

9. **MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. **TERMINATION.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:

    a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
    b. If Provider fails to deliver specified materials or services, or
    c. If Provider fails to perform any of the provisions of this Agreement, or
    d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
    e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
    f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

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

11. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.

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

13. **GOVERNING LAW**. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

14. **DISPUTES.** OSPS will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.

15. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in

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

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

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

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

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

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

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

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

20. **CYBERSECURITY AND PROHIBITED TECHNOLOGIES.** The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
    a. is not a foreign adversary business entity, https://www.maine.gov/oit/prohibited-technologies, Title 5 MRSA §2021 (3); and
    b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services https://www.maine.gov/oit/prohibited-technologies, Title 5 MRSA §2030-B.

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

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

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RIDER C: EXCEPTIONS TO RIDER B

Not applicable.

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RIDER D: RESPONSIBLE BIDDER CERTIFICATION

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

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

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

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

Name: Brian Clauss		Title: PRESIDENT
Authorized Signature: Signed by: Brian Clauss 8F3DEA646E1F46D...		Date: 10/31/2025