

City of Palm Coast, Florida Agenda Item

Agenda Date: May 5, 2026

Agenda Item: G.4

Department PUBLIC WORKS Division FLEET MANAGEMENT	Amount OVER \$50,000.00 Org/Account # 65010071-052000
Subject: RESOLUTION 2026-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT #080124 WITH FORD MOTOR COMPANY, WITH PURCHASES FACILITATED THROUGH GARY YEOMANS FORD, FOR THE PROCUREMENT OF OEM VEHICLE PARTS AND SUPPLIES ON AN AS-NEEDED BASIS	
Presenter: Matthew Mancill, Director of Public Works	
Attachments: 1. Resolution 2. Piggyback Contract	
Background: Council Priority: B. Safe and Reliable Services <p>A significant portion of the City’s fleet consists of Ford vehicles that require ongoing maintenance and repair. To ensure these assets remain operational and minimize downtime, the Fleet Division must have continued access to original equipment manufacturer (OEM) parts and supplies.</p> <p>Utilizing this cooperative contract will allow Fleet to purchase OEM replacement parts and supplies necessary to maintain Ford vehicles in a safe and reliable condition. Purchases made under this contract will be on an as-needed basis and funded through the approved Fleet maintenance budget. The Sourcewell contract term runs through November 14, 2028, with the option for three (3) additional one-year renewals, if exercised by Sourcewell. Due to the size and utilization of the City’s Ford fleet, expenditures are anticipated to exceed \$50,000 over the life of the contract.</p> <p>This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery.</p>	

Source of Funds Worksheet

Original Budget: \$733,000.00

Total Expended/Encumbered to Date: \$678,158.76

Pending Work Orders.Contracts:

Current (WO/Contract):

Balance: \$54,841.24

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT #080124 WITH FORD MOTOR COMPANY, WITH PURCHASES FACILITATED THROUGH GARY YEOMANS FORD, FOR THE PROCUREMENT OF OEM VEHICLE PARTS AND SUPPLIES ON AN AS-NEEDED BASIS

**RESOLUTION 2026-
PIGGYBACK CONTRACT FOR FORD OEM PARTS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING SOURCEWELL CONTRACT #080124 WITH FORD MOTOR COMPANY FOR OEM VEHICLE PARTS AND SUPPLIES, WITH PURCHASES FACILITATED THROUGH GARY YEOMANS FORD; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ford Motor Company has expressed a desire to provide original equipment manufacturer (OEM) vehicle parts and supplies to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Sourcewell #080124 contract with Ford Motor Company for the procurement of OEM vehicle parts and supplies on an as-needed basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between Sourcewell and Ford Motor Company for OEM vehicle parts and supplies, with purchases facilitated through Gary Yeomans Ford, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Piggyback Agreement for changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute

amendments to the Piggyback Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of May 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Piggyback Contract Sourcewell Contract #080124 with Ford Motor Company



City Attorney Review

Signed by: Marcus Duffy
A9058FA5D9FD417



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Ford Motor Company
Bid/Contract Ref # OEM Vehicle Parts and Supplies #080124
Agency Name: Sourcewell State of Minnesota
Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026- City Council Approval Date: _____

Contract Term End Date 11/14/2028

Renewable Y/N Yes If yes # and length of renewals: Three (3) Additional 1-Year Renewals

City's Project Manager(s) Justin Jenkins

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Sourcewell State of Minnesota Agreement for OEM Vehicle Parts and Supplies as needed.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

City Manager _____ Date: _____



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Ford Motor Company
Attn: Kevin Edwards
One American Road
Dearborn, MI 48216

RE: Engagement Letter Authorizing Piggyback

OEM Vehicle Parts and Supplies
Contract Name

Sourcewell State of Minnesota Master Agreement #080124
Contract Reference

Dear Kevin,

In Process

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,
Shannon Nolan
Shannon Nolan
Procurement Coordinator
sknolan@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

FORD MOTOR COMPANY

By: _____

Signed by: Kevin Edwards

Print Name: Kevin Edwards

Print Name: Michael McGlothlin

Title: ASST MGR.

Title: City Manager

Date: Apr 7, 2026 | 10:55 AM EDT

Date: _____



ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. **Scrutinized Companies**

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. **Public Records.**

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1) (a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

10. Sovereign Immunity

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

SUPPLIER

By:

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

Signed by: Kevin Edwards

Print Name: Kevin Edwards

Title: ASST MGR.

Date: Apr 7, 2026 | 10:55 AM EDT

In Process

FORM 7 – PUR 1355

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

GARY YEOMANS FORD is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Kevin Edwards

Title: ASST MGR.

Signed by:
Signature: Kevin Edwards
39A494B2B7FB4FE...

Date: Apr 7, 2026 | 10:55 AM EDT

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

In Process

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

In Process

Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____



FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____

Signed: _____

In Process

Entity: _____

Name:

Title:

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2025, by _____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____



MASTER AGREEMENT #080124
CATEGORY: OEM Vehicle Parts and Supplies
SUPPLIER: Ford Motor Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ford Motor Company, One American Road, Dearborn, MI 48216 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 14, 2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 080124 to Participating Entities. In Scope solutions include: OEM Vehicle Parts and Supplies.
 - a. Original equipment manufacturer (OEM) repair, replacement, maintenance parts, supplies, and services for:
 - i. Automobiles, SUVs, vans, light truck, Class 3-8 chassis and equipment, bus, and motorcycles; and
 - ii. All engine and powertrain types such as: gasoline, diesel, compressed natural gas (CNG), propane, electric, and hybrid.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

17) **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
 - Participating Entity Contact Email Address;
 - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
 - 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
 - 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment is invalid. Upon request by Supplier, Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

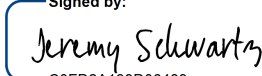
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

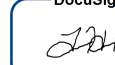
- 5) **Refurbished Goods.** All Equipment and Products provided under this Agreement must be new/current model. Supplier may offer refurbished Equipment or Products if clearly disclosed by Supplier to Participating Entity as required by state disclosure laws.
- 6) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 7) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 8) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 9) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Ford Motor Company

Signed by:

 By: _____
 C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer

1/2/2025 | 2:54 PM CST
 Date: _____

DocuSigned by:

 By: _____
 1E2EFC5700BA42D...
 Travis Hunt
 Title: General Manager, Ford Pro Parts & Service Transformation

1/2/2025 | 2:07 PM EST
 Date: _____

RFP 080124 - OEM Vehicle Parts and Supplies

Vendor Details

Company Name: Ford Motor Company
Does your company conduct business under any other name? If yes, please state: Ford Pro
Address: 1 American Road, Ford WHQ
Dearborn , MI 48126
Contact: Keith Abarca
Email: kabarca@ford.com
Phone: 925-351-5607
HST#: 38-0549190

Submission Details

Created On: Monday June 24, 2024 10:37:51
Submitted On: Thursday August 01, 2024 16:05:22
Submitted By: Keith Abarca
Email: kabarca@ford.com
Transaction #: 57a7489c-a156-48f3-9291-31ce89bdd232
Submitter's IP Address: 47.44.170.2

In Process

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Ford Motor Company
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Ford Pro
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3LQV7
5	Provide your NAICS code applicable to Solutions proposed.	811111
6	Proposer Physical Address:	One American Road Dearborn, MI 48126
7	Proposer website address (or addresses):	ford.com; fordpro.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Travis Hunt (General Manager-Ford Pro Parts & Service Transformation) 1907 Michigan Avenue Detroit, MI 48216 Thunt22@ford.com 703.859.0347
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Keith Abarca (Government Bid Manager) 1907 Michigan Avenue Detroit, MI 48216 Kabarca@ford.com 925.351.5607
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Kevin Naro (Service Transformation and Technology Manager) 1907 Michigan Avenue Detroit, MI 48216 Knaro@ford.com 440.452.2257

Table 2: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Ford Motor Company was incorporated in Delaware in 1919. We acquired the business of a Michigan company, also known as Ford Motor Company, "which had been incorporated in 1903" to produce and sell automobiles designed and engineered by Henry Ford. We are a global company based in Dearborn, Michigan. With about 177,000 employees worldwide, the Company is committed to helping build a better world, where every person is free to move and pursue their dreams. The Company's Ford+ plan for growth and value creation combines existing strengths, new capabilities, and always-on relationships with customers to enrich experiences for customers and deepen their loyalty. Ford develops and delivers innovative, must-have Ford trucks, sport utility vehicles, commercial vans and cars, and Lincoln luxury vehicles, along with connected services. The Company does that through three customer-centered business segments: Ford Blue, engineering iconic gas-powered and hybrid vehicles; Ford Model e, inventing breakthrough electric vehicles ("EVs") along with embedded software that defines always-on digital experiences for all customers; and Ford Pro, helping Government and Commercial fleet customers transform and expand their businesses with Ford vehicles, Ford OEM parts and Ford OEM services tailored to their needs. Additionally, the company provides financial services through Ford Motor Credit Company LLC ("Ford Credit").</p> <p>In addition, the Ford F-Series is the best-selling vehicle in the United States for over 47 straight years. With the freshest car portfolio, Ford is well positioned in the global marketplace. Ford is America's leading vehicle nameplate, and has the best selling vehicle, truck, and van in America. Ford employs more workers in the U.S. than any other Vehicle OEM s. (177,000 employees worldwide)</p>	*
12	What are your company's expectations in the event of an award?	<p>Ford Motor Company's award expectation is to create new opportunities and cost saving contractual options for Government Fleet Vehicle Customers in the State, Local, Education and non-profit sector.</p> <p>Ford Motor Company's offerings include Ford OEM Parts, Motorcraft and Omnecraft parts, Rotunda equipment, training, Charging Solutions, Telematics and Fleet Management Software Solutions along with comprehensive. The award will improve the understanding and value of Ford products with Sourcewell members, as well as, improve awareness of Ford programs and services. This will reduce the time and effort associated with fleet purchasing activities. Sourcewell members will find the convenience and cost savings of a Ford/Sourcewell contract very appealing by making Sourcewell a preferred procurement method.</p> <p>Note: Ford Motor Company is currently a Sourcewell vendor (Contract# 101520-FMC) and increased purchases via the Sourcewell contract in 2023 by 64% YOY vs 2022.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>See attached 2023 Financials.</p> <p>2023 Revenue: \$176.2 Billion 2022 Revenue: \$158.1 Billion 2021 Revenue: \$136.3 Billion</p> <p>2023 Vehicle Sales: 4.4 Million Vehicles Sold to dealers and distributors globally</p>	*
14	What is your US market share for the solutions that you are proposing?	<p>Ford Motor Company vehicles make up approximately 43% of passenger car registrations and about 50% of Class 1 & 2 truck registrations in the government fleet sector. From a wholesale parts perspective, government agency sales reported to Ford Motor Company make up a relatively small share of total parts wholesale (5%) [TRADE SECRET]</p>	*
15	What is your Canadian market share for the solutions that you are proposing?	<p>Ford currently captures 27.9% majority of the Canadian Market Share. Ford leads all OEMs in vehicle market share in Canada.</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>No bankruptcy proceeding and proudly Ford Motor Company did not ask for a Government Bailout in 2008.</p>	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B) Ford Motor Company is an original equipment manufacturer and service provider with 177,000 corporate employees worldwide. As a Ford OEM parts and Ford OEM service provider, Ford also has 2,900 franchised dealers and 459 Ford Authorized Distributor locations in all 50 states and U.S. territories. Per this RFP, SLED Government agencies will have access to 291,341 Ford OEM Parts SKUs that are sold only through our Ford Dealer Network. Per this RFP, SLED Government agencies will also have access to Ford OEM Service at all 2,900 Ford Dealerships in the US.</p> <p>Note: If a SLED Government agency needs to purchase Ford OEM Parts or needs Ford OEM Service, the government agency will need to coordinate with their local dealer (or local dealers). If a SLED Government agency requires a signature, the government agency will need to coordinate with their local Ford Dealer (or Ford dealers).</p> <p>In addition to the 177,000 worldwide Ford employees, the Ford network is made up of independently owned franchises. There are additional individuals working at dealers and distributors as independent employees of the respective dealer/distributor employer.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Ford Motor Company and subsidiaries operate across the globe in a variety of markets that require Ford to adhere to all locally mandated laws and regulations in order to do business.</p> <p>With regard to the territories covered by this RFP, Ford provides the same assurance that all local and Federal laws and/or regulations are being met in order to allow Ford to do business in the territories herein.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>N/A - No past debarments.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Ford Motor Company: A Commitment to Innovation, Community, and the Environment</p> <ol style="list-style-type: none"> Ford is the best-selling pickup truck manufacturer in the U.S. and globally. F-Series is the #1 best-selling truck for 47 years running in America and for 58 consecutive years in Canada. Ford plans to invest approximately \$3 billion to expand Super Duty production. Innovation in Electric vehicles: The Ford F-150 lightening was recognized as the Top-Rated Electric Truck in the 2023 Edmunds Top Rated Award. The company aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices. Supporting Local Economies: Ford Motor Company was named among Diversity Inc's Top 50 companies for Diversity in 2023. Ford's Supplier Diversity Development Program supports minority-owned, women-owned, veteran-owned and other diverse businesses, promoting economic growth and innovation within local communities. Ford invests in education through programs like Ford Next Generation Learning (Ford NGL), which partners with schools to prepare students for careers in rapidly changing world. These initiatives help create a skilled workforce and support economic development. Ford received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife. 	*
21	<p>What percentage of your sales are to the governmental sector in the past three years.</p>	<p>55% of Ford Parts & Service Transactions were to Government Agency Fleets in the past 3 years.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years.</p>	<p>55% of all Ford Parts & Service Transactions were to Government Agency Fleets over the last 3 years. 8% of these government transactions were to school districts over the last 3 years.</p>	*
23	<p>List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>Ford Motor Company is currently a Sourcwell vendor for Contract# 101520-FMC. 2023 Annual Sourcwell Sales - \$4.4 Mil (or 63% YOY increase vs 2022) 2022 Annual Sourcwell Sales \$2.7 Mil</p> <p>2023 Sourcwell Sales increased 64% YOY vs 2022 Sales.</p>	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ford currently holds a GSA contract for Light Duty Trucks. 2021 Contract Year - \$504,572,825.00 2022 Contract Year - \$690,504,040.00 2023 Contract Year - \$308,338,770 (drop in vehicle sales was due to extremely limited allocation). 2024 Contract Year (thru April 2024)- \$521,184,578.60
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Table 2A: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles	Dirk Aubuchon	213.486.1020
City of Virginia Beach	James Yost	757.385.6366
City of Palm Springs	Daniel Martinez	760.218.4237

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Ford Customer Service Division operates a world-class service organization of parts and service professional headquartered in Dearborn, Michigan. Ford operates 20 parts distribution centers, 21 regional field office locations, and five market area office locations. The regional and market area locations are strategically positioned across the United States and staffed by hundreds of automotive professionals.</p> <p>FCSD's technical, parts, and service support personnel provide support to over 2,900 Ford and Lincoln dealerships nationally and support 459 Ford Authorized Distributor locations nationally.</p> <p>The Fleet Service Operations (FSO) organization consists of approximately 87 team members dedicated strictly to fleet operational support in parts, service and technical related activities. The Fleet Service Operations Team supports over 11,400 Government and Commercial Fleets nationally.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Ford segments its dealers and distributors into sub categories based on their capabilities to service various customers with voluntary program enrollments. Particularly relevant to this solicitation is Ford's National Fleet Parts Pricing Program, Ford Pro Maintenance Program, and the Commercial Vehicle Centers. All the personnel in these sub-sets have specialized skill sets and knowledge that allows them to sell and service government and commercial fleet customer accounts.</p> <p>Ford Motor Company's network of Ford Dealers and Ford Authorized Distributors have access to a Ford parts universe that includes 291,341 SKUs. This ensures that all Ford Dealers and Ford Authorized Distributors have the parts necessary to repair ALL Ford Vehicles at a Government agency.</p>
28	Service force.	<p>Ford Motor Company's U.S based franchised Ford and Lincoln dealerships employed more than 30,000 automotive technicians operating in more than 50,000 repair shop service bays. Ford also has a network of Dealer owned Mobile service units from a growing number of dealers through out the U.S. to provide mobile service in the field to fleet customers. These mobile service vehicles will go to the Government Agency's locations to service their fleet vehicles.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All Ford OEM Parts, Ford OEM Service and Rotunda Tools orders will be processed by the local dealer (or local dealers). If the Government Agency requires a signed contract, the government agency will need to coordinate with the local dealer (or local dealers) they choose to do business with. We have a network of 2,900+ dealers nationally that all government agencies can purchase from. In addition to the dealer network, Ford Motor Company also has 459 Ford Authorized Distributor locations nationally.</p> <p>Ford Pro Charging Solutions, Telematics Solutions and Fleet Management Software solutions will be serviced direct by our Ford Pro Team and pricing for these services is in the attached documents.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Ford's Fleet Service Organization (FSO) will work directly with participating dealerships for all aspects of customer service support on the awarded Sourcewell contract. The Government Bid Manager will be the main point of contact for Sourcewell staff. For day-to-day parts and service needs (parts pricing outside of non-participating NFPP dealers, order fulfillment, etc.) Sourcewell members should work with their respective selling dealers/distributors. These organizations have existing processes to provide assistance that escalated care. For customer service issues that require escalated care, Sourcewell members can also request assistance from the Fleet Customer Information Center (1.800.34.FLEET)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Ford Motor Company is deliberate about providing vehicle parts, training, and services to Sourcewell members. Through our network of 2,900 franchised Ford and Lincoln dealers, plus 459 Ford authorized distributors, we have a robust network to service all government agencies in the United States. We will extend all parts & service programs and services to Sourcewell members nationwide at current/existing program subscription costs if any.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	1) Ford Motor Company is deliberate about providing vehicle parts, training, and services to Sourcewell members. Through our network of franchised Ford and Lincoln dealers we also service Canada. Canada currently does not have a National Fleet Parts Pricing Program to offer a ceiling price model. Sourcewell members in Canada should work with their dealerships for their parts and service needs. 2) Ford Pro does have an offering for Charging and Software Solutions in Canda though. Please see the complete Charging and Software product list attached to include pricing.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Not applicable. Canada procurements are separate from the U.S. reporting	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable. Canada Procurements are separate from the U.S.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Program details will vary in the U.S. Islands/Territories based on selling dealers participation and Ford Program availability. Fleet customers in Alaska and Hawaii orders will take extra time for delivery based on dealer shipping and availability.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Ford Motor Company will extend the same National Fleet Parts Pricing to all nonprofit entities. (These nonprofits will have access to 291,341 Ford Parts SKUs and be supported by 2,900 Ford Dealers or 459 Ford Authorized Distributors nationally.)	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If awarded a Sourcwell contract, Ford will work with our communications team to distribute a press release announcing the award. The announcements will be released in various publications, electronic Newsletters and websites. Following the press release, and as described above, Ford will use a variety of techniques to market the Sourcwell contract to its dealers, distributors, and end-user fleets.</p> <p>Ford also anticipates that attendance at national/regional conferences, fleet trade publication advertising, and training/utilization of its sales force will be critical tactics to ensure the maintenance of this contract yields a return on investment.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Ford is a leader in technology and digital based marketing.</p> <ul style="list-style-type: none"> • Ford Digital spend includes: Search Engine Optimization efforts, Retargeting, Paid Online Display, Native advertising, and leverages major preferred partner relationships (Google, Facebook, YouTube). • Ford owned properties include www.Motorcraft.com, www.FordParts.com, www.fordpro.com • Ford Updates PIES/ACES data twice a year with: technical attributes, parts images, product attributes.
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>Our view of Sourcwell's role is the following:</p> <ol style="list-style-type: none"> 1. Assist Sourcwell members in explanation and direction on how to use the Sourcwell Contract. 2. Assist Ford Dealer personnel (2,900 dealers nationally) and Ford Authorized Distributors personnel (459 Distributor locations nationally) in explanation and direction on how to use the Sourcwell Contract. 3. Participate in trade shows to promote the Sourcwell Contract. 4. Assist Ford with training of the Ford Dealers on "How to sell through the Sourcwell Contract." 5. Provide opportunities for Ford products to be showcased to Sourcwell members. 6. Route leads and sales opportunities in regards to the contract to Ford staff. 7. Meet regularly with the Ford Management team to initiate and implement new strategies to promote the Sourcwell contract. (Example: Andy Campbell Director of Cooperative Contracts – Fleet collaborates with the Ford Management Team regularly which has increased Sourcwell Sales by 64% YOY.)
40	Describe any online parts catalog and ordering capabilities that can be provided or are included. If so, identify any additional costs associated with this service.	<ol style="list-style-type: none"> 1) Franchised Ford Dealers utilize Fordparts.com for E-Procurement, cataloging and parts lookup. Ford Authorized Distributors utilize Motorcraft eCounter for the same services. 2) Fordparts.com and eCounter is FREE to all Government Fleets. 3) Sourcwell members should register and request sponsorship from the Ford Dealerships they choose to do business with. 4) Both tools can provide fleet customers with 24-7 online ordering to include exploded views and associated needed parts to complete the repair. 5) Parts pricing and inventory availability is transparent to the Sourcwell member based on the pricing that the dealer/distributor establishes with each Sourcwell member.

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *
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<p>41</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>1) Fleet Technician Training- Fleets can purchase an annual subscription to technician training, tech publications, or both. Fleets can also earn Technical Resource Center (TRC) access through their parts purchases from Ford Certified Parts Wholesaling Dealerships. All Ford Fleet Programs and support elements can be found at www.fordpro.com.</p> <p>2) Ford Pro also has a Field Team that can provide product and program training to all Government Fleets at no additional costs. The goal is to help fleets earn additional incentives based on purchases or provide additional cost savings to save the fleet money. Below are some examples of these programs that are available to Sourcewell Members.</p> <p>3) Ford Fleet Network- Earn up to 8% back on all of your Ford, Motorcraft® and Omnicraft™ parts purchases. For Example, some Government and Commercial fleets earned up to \$200,000+ on this program in 2023. The Ford Fleet Network benefits also include:</p> <p>a) Powertrain Private Offer is an immediate, off invoice discount on powertrains for all fleet customers. The Government Fleet will receive \$500 off invoice discount on Diesel Engines, \$350 off invoice discount on Gas Engines, \$200 off invoice discount on transmissions - There is no purchase cap on this private offer to Government and Commercial Fleets.</p> <p>b) Rotunda Discount includes Integrated Diagnostic Software (IDS) Ford J2534 Diagnostic Software (FJDS) Ford Diagnostic & Repair System (FDRS)</p> <p>c) Dell Computer Discount that qualifies you for Employee Pricing on the latest Dell products and accessories</p> <p>d) HP Computer Discount which gives exclusive deals on Hewlett-Packard's top selling laptops, desk tops, tablets, printers and more.</p> <p>e) X-Plan Your membership gives you access to 2 X-Plan PINs per year where you can choose from a range of cars, trucks, vans and SUVs.</p> <p>f) Training Benefits which includes On-Site Technical Training, Publication and Training subscriptions and more</p> <p>4) Fleet Care Consolidated Billing is Free of charge to participate. It provides fleet customers with a card-less, cashless solution for all parts, service and body shop transactions through the Ford Dealer and Quick Lane network. Fleet Parts Advantage-Through Ford's parts training programs all fleets have access to unique training and inventory management solutions allowing fleet parts departments to make better inventory investment decisions. This results more efficient fleet parts department.</p>
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<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Ford Motor Company employs advanced cooling technology in its vehicles to enhance performance and efficiency. Key features include:</p> <ol style="list-style-type: none"> 1) Advanced Engine Cooling Systems: Utilizes variable-speed electric water pumps and aluminum radiators for optimal engine temperature management. 2) EcoBoost Engine Cooling: Specialized cooling systems designed for EcoBoost engines to maintain performance and fuel efficiency. 3) Transmission Cooling Systems: Dedicated coolers that regulate transmission temperatures, improving longevity and performance, especially in towing scenarios. 4) Air Conditioning Systems: Innovative climate control technology that adjusts cooling output for enhanced passenger comfort while improving energy efficiency. 5) Heat Exchangers: Used in turbocharged engines and electric vehicles to dissipate heat effectively, ensuring optimal operating temperatures. 6) Integrated Thermal Management Systems: Coordinates cooling across engine, transmission, and cabin for maximum efficiency, especially in hybrid and electric vehicles. 7) Electric Vehicle Cooling: Liquid cooling systems for batteries and motors in electric vehicles, maintaining optimal temperatures for performance and longevity. Keeping Cool with Geothermal Cooling System – The Lima (Ohio) Engine Plant, home of production for Ford's award-winning Duratec 35 engine, uses cold water from two abandoned limestone quarries on the property to cool a portion of the plant and its equipment. The geothermal system saved Ford \$300,000 in installation costs – compared with the cost of installing a traditional cooling tower – and saved more than \$300,000 in annual operating costs. Although actual cost savings are difficult to determine at this point, the system is capable of providing chilled water using 0.1 kilowatts per ton of cooling vs. traditional chiller systems with cooling towers, which consume around 0.7 kw/ton or more. In addition, several hundred thousand gallons of domestic water have already been saved due to the elimination of some existing cooling towers. 8) Ford continues to advance in all areas of automotive technology. OE Connection/D2Dlink and its family of products provide comprehensive 24-7, nationwide access to inventories from participating dealers nationally to include parts and tire distributors. OEConnection solutions aggregates the inventories of more than 14,000 automotive and heavy-duty truck dealerships, authorized OEM distributors, and specialty tire and parts accessories distributors into an intelligent, easy-to-manage and access. The OEM-specific virtual parts warehouse carries over 50 million OEM parts. These secure, scalable virtual warehouses supplement existing OEM parts distribution facilities helping participating franchised dealers quickly and efficiently source in-demand parts.
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<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Ford’s sustainability strategy is embedded in our business plan and consistent with our aim to deliver a strong product, a strong business and a Better World. At Ford, we define sustainability as a business model that creates value consistent with the long-term preservation and enhancement of environmental, social and financial capital. Below are some green initiatives and the certifying agency:</p> <p>1) Electrification of Vehicle Lineup</p> <p>Description: Ford is heavily investing in electric vehicle (EV) technology, including the launch of models like the Mustang Mach-E and the F-150 Lightning. Ford is taking action to achieve carbon neutrality no later than 2050, and in Europe, no later than 2035, focusing on our vehicles, our operations and our supply chain.</p> <p>Certifying Agency: The U.S. Environmental Protection Agency (EPA) for emissions standards and electric vehicle efficiency ratings</p> <p>2) Carbon Neutrality Commitment</p> <p>Description: Ford has pledged to achieve carbon neutrality globally by 2050, including reducing CO2 emissions from its products and manufacturing operations. Ford Motor Company’s actions to cut emissions, mitigate climate risks and contribute to development of the low-carbon economy have earned it a place on CDP’s Climate “A List” for climate change. Ford aspires to power all its manufacturing plants globally with 100-percent renewable energy by 2035</p> <p>Certifying Agency: The Science Based Targets initiative (SBTi) for setting and validating science-based targets for emissions reductions.</p> <p>3) Sustainable Materials in Vehicle Production</p> <p>Description: Ford has introduced sustainable materials in its vehicles, such as plant-based materials and recycled plastics. Ford plans to power all its manufacturing plants globally with 100 percent renewable energy by 2035. Ford is among the first U.S. automakers to bring our global supply chain to Manufacture 2030 to help our suppliers meet their carbon reduction targets, and is a leader in our industry in supply chain mapping and auditing.</p> <p>Certifying Agency: Underwriters Laboratories (UL) for sustainable product certifications.</p> <p>4) Water Conservation Efforts</p> <p>Description: Ford is focused on reducing water usage in its manufacturing processes. Ford has been recognized by the Carbon Disclosure Project (CDP), a leading global environmental non-profit. Since 2000, Ford has achieved a 76.2% reduction in absolute freshwater use, accounting for a cumulative 186.3 billion gallons of water saved. In 2022, Ford used 22 percent less water globally, the equivalent of providing a year’s worth of water to 1.7 million homes.</p> <p>Certifying Agency: Alliance for Water Stewardship (AWS) certification for sustainable water management practices.</p> <p>5) World’s Largest Green Roof</p> <p>Ford’s Dearborn Truck Plant has the World’s Largest Living Roof, according to Guinness World Records. The 10.4-acre living roof is part of Ford’s redevelopment of the Ford Rouge Center, which includes a number of progressive environmental initiatives. The roof is composed of a drought-resistant perennial groundcover called sedum which is planted into a specially layered bed. Virtually maintenance-free, it can absorb up to 4 million gallons of rainwater annually and is part of a broader storm-water management system installed at the Rouge. In addition to absorbing rainwater and carbon dioxide, the sedum roof produces oxygen and provides natural overhead insulation for the final assembly building, thereby reducing energy costs. It also is expected to last twice as long as a traditionally constructed roof.</p>
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<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Ford Motor Company received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is also modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife.</p> <p>The company also aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices. Below are some third-party issued eco-labels:</p> <p>1) ISO 14001 Certification</p> <p>Description: This certification is awarded for effective environmental management systems (EMS) that help organizations improve their environmental performance. Ford has implemented ISO 14001 across its manufacturing facilities to ensure compliance with environmental standards.</p> <p>2) EPA Energy Star Certification</p> <p>Description: Ford has received Energy Star certification for some of its manufacturing plants, recognizing energy-efficient practices that significantly reduce energy consumption and greenhouse gas emissions.</p> <p>3) LEED Certification</p> <p>Description: Ford facilities have achieved Leadership in Energy and Environmental Design (LEED) certification, which signifies environmentally friendly building practices and efficient energy use.</p> <p>4) Green Vehicle Certification by the Environmental Protection Agency (EPA)</p> <p>Description: Certain Ford vehicles, especially hybrids and electric models, have received recognition from the EPA for their low emissions and energy-efficient technologies.</p> <p>5) SBTi (Science Based Targets initiative) Approval</p> <p>Description: SBTi endorses two new Ford interim carbon-neutrality targets for substantial reductions in greenhouse gas emissions from operations and products by 2035</p>
<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>"A unique service is our FORD Pro Maintenance Program. Ford Pro Maintenance provides consistent maintenance and light repair pricing for Ford, Lincoln, and Mercury vehicles managed by participating Government & Commercial Fleet customers. We have over 700 participating Ford & Quick Lane Dealers nationwide and growing. There is a small set up fee cost to Government & Commercial Fleet customers. The program also provides a savings of capital benefit where Ford manages the consolidated billing.</p> <p>.PROGRAM DETAILS</p> <p>The program establishes competitive fleet pricing including:</p> <p>0 A not-to-exceed national price for 12 maintenance and light repair services.</p> <p>0 22 non pre-priced maintenance and light repair services are priced at Regional/ Metro Labor Rate using Mitchell's Flat Rates and parts priced at Dealer List Price. Motorcraft offers a comprehensive array of unique products to help keep fleet vehicles on the road. Most Motorcraft parts are the same parts that came with the Ford or Lincoln vehicle when built. Because our parts are designed for the vehicles they were originally built for, they fit perfectly. Technicians will not spend extra time making them fit. All Motorcraft brake pads and shoes are tested on the road, in real life conditions, to meet Federal Motor Vehicle Safety Standards (FMVSS).</p> <p>Fleet Parts Advantage offers fleets a unique training and inventory management solution, allowing fleet parts departments to make better inventory investment decisions. This product is available at an additional cost established by ADMI. Ford offers Omnicraft as a new addition to its parts platform. Omnicraft provides quality aftermarket parts for non-Ford/Lincoln vehicles at a great cost savings."</p>

Table 5A: Value-Added Attributes (Not Scored)

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Though Ford is not a MWBE or Small Business, Diversity and Inclusion is very important to Ford. 245 Dealers Nationally are MWBE. (See attached MWBE Ford Owned Dealers. More details can be provided upon request.)
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Ford Motor Company does have dealerships that are MWBE. (See attached MWBE Ford Owned Dealers - 245 Dealers Nationally. More details can be provided upon request.) Checked no because Ford Motor Co. is not MWBE owned.
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Ford Motor Company does have dealerships that are MWBE. (See attached MWBE Ford Owned Dealers - 245 Dealers Nationally. More details can be provided upon request.) Checked no because Ford Motor Co. is not MWBE Owned.
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Payment terms will be by the selling Ford or Lincoln dealer. All Ford OEM Parts & Ford OEM Service transactions are between the local Ford Dealer (or local Ford Dealers) and the Government agency. Sourcwell Member Agencies that are enrolled in the Ford Fleet Care Consolidated Billing Program will receive Net 30 payment terms. (All fleets must be pre-approved by the Ford Fleet Care Team for this program.)

56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Yes, Ford Pro offers Municipal Lease/Purchase Financing from Ford Pro FinSimple™* which is the best way to acquire essential equipment with a limited budget. It eliminates major cash outlays, long-term debt obligations and, in most cases, the need for voter approval.</p> <p>Example of how it works:</p> <ul style="list-style-type: none"> • Fixed-rate financing helps you get the vehicles you need when you need them, while sticking to your current budget • Flexible repayment terms – monthly, quarterly, semi-annual and annual • Finance add-on equipment, upfits and extended-warranty plans • Equity is accumulated with each payment, and ownership is realized with a final payment of \$1 	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	All transactions for Ford OEM Parts and Ford OEM Service are between the Ford dealer and the government agency. If any documents are required the dealer will provide to include any additional terms and conditions. If a government agency requires a signature, the government will coordinate with the local Ford Dealer (or Ford Dealers) they choose to do business with.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Individual Ford Franchise Dealers may choose to elect to accept P- card as a form of payment. Sourcwell members can also elect to enroll in Ford Fleet Care for consolidated Billing options direct from Ford. (Example: A government agency can purchase Ford OEM Parts from 10 dealers and receive one monthly parts statement from Ford vs 10 monthly statements from 10 dealers. Fleets need to be preapproved to be eligible for this program.)	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>1) The Sourcwell discounted price for eligible Ford OEM & Motorcraft Parts in this RFP is at National Fleet Parts Pricing at participating Ford Dealerships nationally.</p> <p>National Fleet Parts Pricing Offers:</p> <p>“Not to Exceed” parts pricing on eligible Ford and Motorcraft® mechanical parts and Ford collision parts*</p> <ul style="list-style-type: none"> • A network of Ford and Lincoln Dealers across the U.S. for both in-house and in-dealership repairs • Peace of mind in knowing your fleet vehicles will receive competitive pricing* at any participating NFPP Dealer • Access to easy NFPP Dealer locator tools • Access to online parts purchases through Parts.Ford.com <p>National Fleet Parts pricing for all Ford eligible parts is included in the attachments by SKU. Total Ford eligible SKUs for this Sourcwell OEM Parts and Supplies RFP is approximately 291,341 SKUs.</p> <p>2) Ford Pro Maintenance Pricing at participating Ford & Lincoln dealerships nationally. This program offers Transparent and Consistent Pricing on 12 Fleet Maintenance Services. (See Ford Pro Maintenance Attachment)</p> <p>Air Conditioning Service Air Filter Replacement Alignment Automatic Transmission Battery and Electrical System Brake Service Cooling System Lube, Oil, Filter PID and Y-Harness Installation Tire Services Wheel Bearing Repack Windshield Wipers</p> <p>3) Ford Pro Charging Solutions (See attachments for pricing)</p> <p>4) Ford Pro Telematics & Fleet Management Software Solutions (See attachments for pricing)</p>	*

60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	National Fleet Parts Pricing Program provides a "Not to Exceed" ceiling price that represents a significant discount from MSRP for all enrolled fleets. (Discount up to 36% off)	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Individually enrolled Sourcewell members participating in the Ford Fleet Network Incentive Program have the ability to earn up to an 8% earn back on all purchases during a program period based on their total purchases during that program period. FFN enrolled fleets are also eligible for the Ford Powertrain Private Offer discount off invoice for eligible Ford remanufactured powertrain purchases."	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Ford franchise dealers may at their discretion seek to source out Open Marker items and services in support of local Sourcewell agencies. Ford also offers Omnicraft branded parts for non Ford and Lincoln vehicles through the Ford Dealership network. (Example: Parts for GM vehicles or Toyota Vehicles)	*
63	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	<p>Selling dealers can provide purchase and accounts payable information.</p> <p>Ford Fleet Service Operations monitors parts sales through our internal reporting system for members month to date and year to date purchases. Member fleets enrolled in the Ford Fleet Network Program have dashboard access 24/7 to their parts purchase information.</p> <p>Government and Commercial Fleets that are approved for Ford Fleet Care will also have access to customized online business reports that provide historical purchases to include:</p> <ul style="list-style-type: none"> • Cardless/Cashless Convenience • Reduced Administration and Cost • Controlled Spending Limits • No Enrollment Fees • All-Make Billing Solution 	*
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Depending on the level of enrollment there may be additional cost for on hand technical training, electronic parts cataloging subscriptions and other subscription based products and services.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are some very remote locations in Alaska and western states where freight charges do apply for Ford Remanufactured powertrain.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are some very remote locations in Alaska and western states where freight charges do apply. Dealers/distributors should be contacted for questions related to shipping, delivery and exchange policies."	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Ford Powertrain Distributor Network provides National distribution of Ford Authorized Remanufactured Assemblies throughout the U.S. In most cases, in stock assemblies can be delivered same day or next day depending if stock is on hand.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Our self-audit process is as following:</p> <ol style="list-style-type: none"> 1) FSO representatives use eReact reporting for invoices with "Sourcewell/NJPA" in the customer Name" invoice field. 2) Unless otherwise determined, FSO representative will assume all parts sales to those member agencies specifically identified by "Sourcewell/NJPA" in the customer Name field as contract sales. Reasonable discretion will be given to FSO representative to determine percentages of contract sales in high volume cases where it is suspect that dealer/distributor made potential data entry or other reporting errors. 3) FCSD will regularly communicate with field sales representatives and managers to monitor eReact reports to ensure sales are reported appropriately and accurately. 	*

69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Ford Dealers and Field personnel will track all Parts and Service sales reports for Sourcewell contract purchases through their individual Dealer management systems. <ul style="list-style-type: none"> • There will be business reviews with dealerships and Fleets to make sure they are maximizing the Sourcewell contract. • Monitoring of Monthly sales for Sourcewell contract through Ford's UDB EReact internal reporting system • Consultative follow up activities to increase visibility of the Sourcewell contract. 	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Ford Motor Company proposes to pay 1.5% on all eligible Sourcewell contract sales through all participating franchised Ford Dealerships and FADS in the U.S. each quarter. (This includes 291,341 Ford SKUs to include engine, transmission and collision parts. Sourcewell Contact# 101520-FMC purchases by Govt Agencies in 2024 was \$4.4 Mil or a 64% increase in 2024 vs 2023.)	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing provided via the price file attachment reflects MSRP and Ford National Fleet Parts Pricing (NFPP). The NFPP price is a not to exceed ceiling price on eligible parts offered at participating NFPP Ford dealerships across the U.S. National Fleet Parts Pricing is the BEST price offered to all Government and Commercial Fleets. National Fleet Parts Pricing provides consistent pricing for all eligible parts to include ALL Collision Parts. National Fleet Parts Pricing for All Collision parts is a NEW add in 2024 and allows government and commercial fleets to purchase collision parts at a discount. This allows Police Fleets that have Ford vehicles to purchase collision parts at a discount.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
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72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Ford Motor Company makes the following solutions available through our RFP response:</p> <ol style="list-style-type: none"> 1) Genuine Ford Original Equipment Parts and Authorized Motorcraft Original Equipment parts - The ONLY parts approved by Ford Motor Company for all Ford & Lincoln vehicles. These are the same Original Equipment parts on all Ford Vehicles when they roll off the assembly line. (See attached documents for a list of all SKUs) <p>Note: The 291,341 SKUs sold by our Ford Dealers will be available to Sourcewell Members. All Sourcewell members will need to coordinate with their local dealer (or local dealers) to purchase these parts. All Parts Sales & Repair services are only sold through our dealer channel.</p> <ol style="list-style-type: none"> 2) Motorcraft Oil, Automatic Transmission Fluid & Lubricants 3) Ford & Lincoln dealer repair services at Ford & Lincoln dealerships. 4) Quick Lane tire & auto care services 5) Ford Pro Maintenance Fleet Program - Transparent and Consistent Fleet Menu Pricing. 6) Ford National Fleet Parts Pricing program - "Not to Exceed" parts pricing on Ford and Motorcraft® mechanical parts and Ford collision parts 7) Ford Fleet Care - Consolidated Billing Program for Government and Commercial fleets that do business with multiple dealerships nationally. The Government & Commercial fleets receive 1 Monthly Parts Statement from Ford Motor Company. (Fleets need to be preapproved to participate) 8) Third-party collaboration for vendor managed inventory 9) Parts inventory management training 10) Ford Rotunda diagnostic tools & equipment 11) Ford Pro hardware & software charging solutions 12) Ford Pro intelligence & fleet management software solutions 13) Ford Fleet Network parts purchase incentive program - Participating fleets can earn up to 8% back on all of your Ford, Motorcraft® and Omnicraft™ parts purchases.
73	Identify the vehicle makes for which your offered parts are considered OEM.	<p>Ford OEM Parts & Motorcraft Parts are the only parts Designed and Engineered by Ford Motor Company for all Ford & Lincoln vehicles. (Includes parts for all Ford F-Series Trucks, all Ford Transit Vans, All Police Interceptor vehicles and Ford passenger vehicles purchased by government agencies.)</p>
74	Identify the vehicle engine types for which your products are manufactured (e.g. gasoline, diesel, CNG, propane, hybrid, electric, etc.).	<p>Ford Motor Company manufactures vehicles that have gas engines, EcoBoost Engines, Diesel Engines, hybrid engines, CNG/Propane engines and electric motors for electric vehicles. Ford Engines and transmissions have assigned part numbers and are available for purchase by Sourcewell Members. (Ford Parts Universe - 291,341 SKUs)</p>
75	Describe any electronic service programming subscriptions and service information available directly from the OEM along with any associated costs.	<ol style="list-style-type: none"> 1) Fordparts.com- provides free access to Ford parts catalogs and Ford parts ordering for all government fleets. 2) Technical Resource Center - Access to technical publications <p>Ford Technical Training and Publication subscriptions are available on an annual subscription basis or can be provided through a Ford Certified Wholesaling Dealership. Based on purchase volumes, this tool is available to government fleets / Sourcewell members.</p>

76	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>1) Ford Motor Company offers access to the Ford Pro Maintenance Pricing Program for all Sourcewell member government agencies. This fleet maintenance program is transparent and consistent national menu pricing for 12 maintenance services nationally. This program is only available at participating Ford Pro Maintenance dealerships. (1,200+ participating dealers nationally)</p> <p>2) Maintenance Tools and Equipment through the Ford Rotunda program which are the same tools used by all Ford Dealership Technicians. (Example: Scan tools to diagnose vehicles, vehicle lifts to repair vehicles, Technician Tool Kits, Collision Repair Equipment, Wheel Balancers, Electrical Vehicle Tools, etc.)</p> <p>3) Omnicraft Competitive Aftermarket Parts are parts for all competitive make vehicles. (Example: General Motor vehicles, Toyota Vehicles, Chrysler Vehicles, Dodge Vehicles, Jeep Vehicles, Ram Vehicles)</p> <p>4) Ford Motorcraft Bulk Oil & Automatic Transmission Fluid, the same Ford lubricant product used for all oil changes at all Ford Dealerships.</p> <p>5) Ford Quick Lane Tire & Auto Service Centers - Your go to place for routine auto maintenance, oil changes, and new tires for all vehicle makes and models. (800 locations nationally)</p> <p>6) Ford Fleet Care, which is Ford's centralized billing program for fleets with multiple locations regionally or nationally. The fleet receives one monthly parts statement from Ford Motor Company for all parts and service purchased at all 3,000 Ford dealerships nationally. (The fleet needs to be pre-approved by our Ford Fleet Care Team)</p> <p>7) Ford & Lincoln Authorized Ford Pro Charging Solutions - Includes electric vehicle home charging solutions and depot charging solutions so fleets can charge multiple vehicles.</p> <p>8) Ford Pro Telematics and Fleet Management Software solutions- Includes real-time fleet GPS tracking, EV & gas vehicle health, fuel efficiency, driver behaviors and more.</p>
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Table 88: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
77	Automobile OEM Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	The only Ford OEM parts authorized by Ford Motor Company for Ford & Lincoln vehicles. These parts are only sold at Ford Dealerships (2,900+ locations nationally) and Ford Authorized Distributors (459 locations nationally) *
78	SUV OEM Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	The only Ford OEM Parts authorized by Ford Motor Company for Ford & Lincoln SUVs to include Police Interceptors purchased by government agencies. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations). *
79	Van OEM Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	The only Ford OEM Parts authorized by Ford Motor Company for Ford Transit Vans. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations). *
80	Light Truck OEM Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	The only Ford OEM Parts authorized by Ford Motor Company for Ford light trucks. (Example: Ford Maverick, Ford Ranger) These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations). *
81	Class 3-8 Chassis and equipment OEM Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	The only Ford OEM Parts authorized by Ford Motor Company for Ford F-350, 450, 550, 650, 750 trucks. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations). *
82	Bus OEM Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	The only Ford OEM Parts authorized by Ford Motor Company for a Ford Bus Chassis. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).
83	Motorcycles OEM Parts	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Final Price File - NFPP - Sourcewell 8.1.2024.xlsx - Thursday August 01, 2024 14:30:23
 - [Financial Strength and Stability](#) - 2023-Ford-Annual-Report.pdf - Wednesday July 31, 2024 03:08:34
 - [Marketing Plan/Samples](#) - Example of Sourcewell Marketing and Ford Dealer Training Material.pdf - Thursday August 01, 2024 12:59:54
 - [WMBE/MBE/SBE or Related Certificates](#) - MWBE Ford Owned Dealers.pdf - Thursday August 01, 2024 12:39:53
 - [Standard Transaction Document Samples](#) - Standard Transaction Document - Ford Motor Co..pdf - Thursday August 01, 2024 15:29:22
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional Ford Information for Sourcewell- Awards, Sustainability, Programs.pdf - Thursday August 01, 2024 15:14:19

In Process

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Keith Abarca, National Government Bid Manager (Parts & Service), Ford Motor Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_080124_OEM_Vehicle_Parts Wed July 24 2024 04:31 PM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_080124_OEM_Vehicle_Parts Thu July 11 2024 08:56 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_080124_OEM_Vehicle_Parts Fri June 21 2024 11:24 AM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_080124_OEM_Vehicle_Parts Thu June 13 2024 03:05 PM	<input checked="" type="checkbox"/>	1

In Process

Ford #080124-FMC

Pricing for contract #080124-FMC offers Sourcewell participating agencies the following discounts:

- National Fleet Parts Pricing Program provides a "not to exceed" ceiling price that represents a significant discount from MSRP for all enrolled fleets.
- Sourcewell members registered in the Ford Pro Parts Loyalty Rewards (PLR) Incentive Program can potentially earn up to 6% back during a program period. PLR enrolled fleets are also eligible for the Ford Powertrain Private Offer discount off invoice for eligible Ford remanufactured powertrain purchases.

In Process



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Ford Motor Company

Bid/Contract Ref # OEM Vehicle Parts and Supplies #080124

Agency Name: Sourcwell State of Minnesota

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026- In Process City Council Approval Date: _____

Contract Term End Date 11/14/2028

Renewable Y/N Yes If yes # and length of renewals: Three (3) Additional 1-Year Renewals

City's Project Manager(s) Justin Jenkins

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Sourcwell State of Minnesota
Agreement for OEM Vehicle Parts and Supplies as needed.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

City Manager _____ Date: _____



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Ford Motor Company
Attn: Kevin Edwards
One American Road
Dearborn, MI 48216

RE: Engagement Letter Authorizing Piggyback

OEM Vehicle Parts and Supplies

Contract Name

Sourcwell State of Minnesota Master Agreement #080124

Contract Reference

Dear Kevin,

In Process

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,
Shannon Nolan
Shannon Nolan
Procurement Coordinator
sknolan@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

FORD MOTOR COMPANY

GARY YEOMANS FORD

By: _____

By: _____

(Authorized Signature)

Print Name: **KEVIN EDWARDS**

Print Name: Michael McGlothlin

Title: **ASST. MGR**

Title: City Manager

Date: **4/06/2026**

Date: _____



10. Sovereign Immunity

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

SUPPLIER

By:

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

GARY YEOMANSFORD

By: _____

(Authorized Signatory)

Print Name: KEVIN EDWARDS

Title: ASST. MGR

Date: 04/06/2026

In Process

FORM 7 – PUR 1355

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

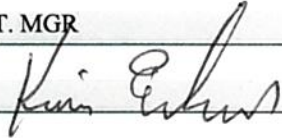
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: KEVIN EDWARDS

Title: ASST. MGR

Signature: 

Date: 04/06/2026

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that GARY YEOMANS FORD *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

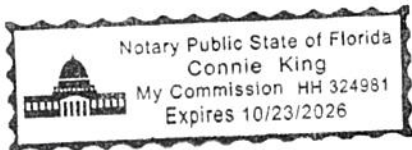
A true and correct copy of GARY YEOMANS FORD *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: KEVIN EDWARDS
Title: ASST, MGR
Date: 04/06/2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 06 day of APRIL, 2026 by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]



Connie King
Notary Public

Connie King
Name typed, printed or stamped

My Commission Expires: 10-23-2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FLORIDA

County of VOLUSIA

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____ Signed: _____

Entity: _____

Name: _____

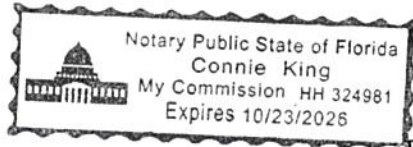
Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

Notary Signature

Connie King

PRINT, TYPE OR STAMP NAME OF NOTARY



Personally known _____

OR Produced Identification

Type of Identification Produced _____

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that GARY YEOMANS FORD *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired have had their work authorization status verified through the E-Verify system.

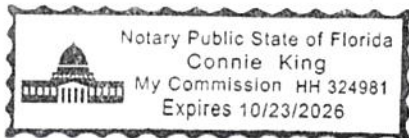
A true and correct copy of GARY YEOMANS FORD *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: KEVIN EDWARDS
Title: ASST MGR.
Date: 04/06/2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]



Connie King
Notary Public

Connie King
Name typed, printed or stamped

My Commission Expires: 10-23-26



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Ford Motor Company

Bid/Contract Ref # OEM Vehicle Parts and Supplies #080124

Agency Name: Sourcwell State of Minnesota

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026- City Council Approval Date: _____

Contract Term End Date 11/14/2028

Renewable Y/N Yes If yes # and length of renewals: Three (3) Additional 1-Year Renewals

City's Project Manager(s) Justin Jenkins

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Sourcwell State of Minnesota

Agreement for OEM Vehicle Parts and Supplies as needed.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

City Manager _____ Date: _____



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Ford Motor Company
Attn: Kevin Edwards
One American Road
Dearborn, MI 48216

RE: Engagement Letter Authorizing Piggyback

OEM Vehicle Parts and Supplies

Contract Name

Sourcwell State of Minnesota Master Agreement #080124

Contract Reference

Dear Kevin,

In Process

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,
Shannon Nolan
Shannon Nolan
Procurement Coordinator
sknolan@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

FORD MOTOR COMPANY

GARY YEOMANS FORD

By: _____

By: _____

(Authorized Signature)

Print Name: **KEVIN EDWARDS**

Print Name: Michael McGlothlin

Title: **ASST. MGR**

Title: City Manager

Date: **4/06/2026**

Date: _____



10. Sovereign Immunity

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

SUPPLIER

By:

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

GARY YEOMANSFORD

By: _____

(Authorized Signatory)

Print Name: KEVIN EDWARDS

Title: ASST. MGR

Date: 04/06/2026

In Process

FORM 7 – PUR 1355

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

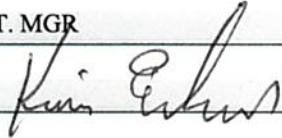
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: KEVIN EDWARDS

Title: ASST. MGR

Signature: 

Date: 04/06/2026

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that GARY YEOMANS FORD *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

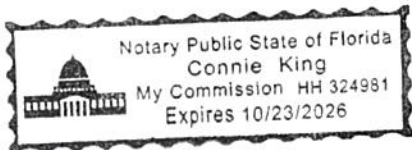
A true and correct copy of GARY YEOMANS FORD *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: KEVIN EDWARDS
Title: ASST, MGR
Date: 04/06/2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 06 day of APRIL, 2026 by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]



Connie King
Notary Public

Connie King
Name typed, printed or stamped

My Commission Expires: 10-23-2026

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FLORIDA

County of VOLUSIA

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____ Signed: _____

Entity: _____

Name: _____

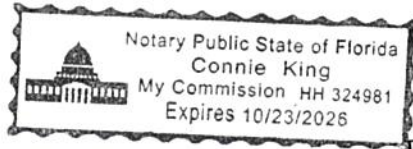
Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

Notary Signature

Connie King

PRINT, TYPE OR STAMP NAME OF NOTARY



Personally known _____

OR Produced Identification

Type of Identification Produced _____

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that GARY YEOMANS FORD [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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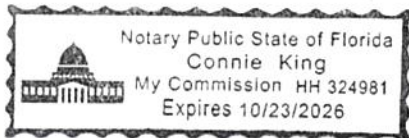
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Print Name: KEVIN EDWARDS
Title: ASST MGR.
Date: 04/06/2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__ by _____ [name of officer or agent, title of officer or agent] of _____ [name of contractor company acknowledging], a _____ [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

[Notary Seal]



Connie King
Notary Public

Connie King
Name typed, printed or stamped

My Commission Expires: 10-23-26



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Ford Motor Company

Bid/Contract Ref # OEM Vehicle Parts and Supplies #080124

Agency Name: Sourcwell State of Minnesota

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026- City Council Approval Date: _____

Contract Term End Date 11/14/2028

Renewable Y/N Yes If yes # and length of renewals: Three (3) Additional 1-Year Renewals

City's Project Manager(s) Justin Jenkins

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Sourcwell State of Minnesota

Agreement for OEM Vehicle Parts and Supplies as needed.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

City Manager _____ Date: _____



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Ford Motor Company
Attn: Kevin Edwards
One American Road
Dearborn, MI 48216

RE: Engagement Letter Authorizing Piggyback

OEM Vehicle Parts and Supplies

Contract Name

Sourcwell State of Minnesota Master Agreement #080124

Contract Reference

In Process

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All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,
Shannon Nolan
Shannon Nolan
Procurement Coordinator
sknolan@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

FORD MOTOR COMPANY

GARY YEOMANS FORD

By: _____

By: _____

(Authorized Signature)

Print Name: **KEVIN EDWARDS**

Print Name: Michael McGlothlin

Title: **ASST. MGR**

Title: City Manager

Date: **4/06/2026**

Date: _____



10. Sovereign Immunity

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CITY OF PALM COAST

SUPPLIER

By:

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

GARY YEOMANSFORD

By: _____

(Authorized Signatory)

Print Name: KEVIN EDWARDS

Title: ASST. MGR

Date: 04/06/2026

In Process

FORM 7 – PUR 1355

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: KEVIN EDWARDS

Title: ASST. MGR

Signature: 

Date: 04/06/2026

CONTRACTOR E-VERIFY AFFIDAVIT

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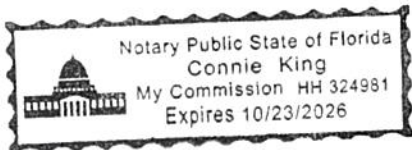
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COUNTY OF VOLUSIA

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[Notary Seal]



Connie King
Notary Public
Connie King
Name typed, printed or stamped

My Commission Expires: 10-23-2026

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Entity: _____

Name:

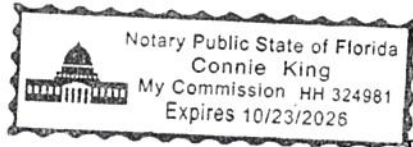
Title:

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

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Connie King

PRINT, TYPE OR STAMP NAME OF NOTARY



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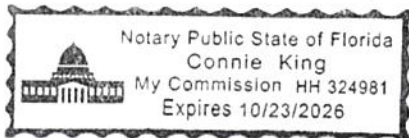
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Print Name: KEVIN EDWARDS
Title: ASST MGR.
Date: 04/06/2026

STATE OF FLORIDA
COUNTY OF VOLUSIA

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Connie King
Notary Public

Connie King
Name typed, printed or stamped

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