

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****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, 1 American Road, Dearborn, MI 48126 (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 April 23, 2029, 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 #102924 to Participating Entities. In Scope solutions include:
- a. Fleet management information systems;
 - b. Fleet technology related hardware solutions;
 - c. Related software solutions;
 - d. Fleet telematics;
 - e. Geofencing solutions;
 - f. Motor pool and fleet sharing solutions services;
 - g. Integrated video solutions; and,
 - h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.
- 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. For purposes of clarification, the pricing offered to Participating Entities accounts for the standard terms and conditions agreed upon between Supplier and a Participating Entity. If a Participating Entity modifies the terms of sale or customizes the transaction, Supplier may adjust the pricing accordingly. 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 Sourcwell 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 Sourcwell 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 Sourcwell 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.

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.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell, except in circumstances of internal reorganization or consolidation. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request 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.** Subject to the Maximum Aggregate Liability set forth herein, 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 shall have the same obligation to indemnify, defend, save, and hold harmless Supplier provided that the extent of Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

IN NO EVENT WILL SUPPLIER OR ANY OF ITS AFFILIATES BE LIABLE TO SOURCEWELL FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING FOR LOST PROFITS, LOST SALES, LOST BUSINESS OPPORTUNITY, LOSS OF REPUTATION, PREVIOUS EXPENSITURES OR INVESTMENTS, OR GOODWILL) IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY PRODUCT TO BE DELIVERED OR SOLD HEREUNDER), REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY BREACH OF WARRANTY, OR ANY OTHER THEORY, EVEN IF SUPPLIER OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Maximum Aggregate Liability. In no event will Supplier's maximum aggregate liability to Sourcewell or any third party under Section 17 with respect to any and all claims, exceed \$250,000 per Claim or a total cumulative liability of \$1,000,000 in the aggregate for all claims under this Agreement regardless of when the event giving rise to such liability occurred.

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.

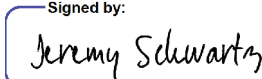
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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) **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.
- 6) **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 mutually agreed between Supplier and 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.

For clarification, the Supplier's terms and conditions related to its goods and services are essential to a transaction for such goods and services to a Participating Entity. An example of Supplier's terms and conditions are attached hereto as Exhibit A and any transaction shall include Supplier's then current terms and conditions as mutually agreed.

- 7) **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 s mutually agreed between Supplier and Participating Entity.

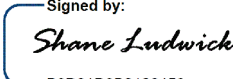
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

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

Date: 7/23/2025 | 8:22 PM CDT

Ford Motor Company

Signed by:

B9D01D9B3126456...
By: _____
Shane Ludwick
Title: Manager, Sales Operations and
Business Development

Date: 7/23/2025 | 6:10 PM EDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: Ford
Address: 1 American Road
Dearborn, Michigan 48126
Contact: David Langley
Email: dlangley9@ford.com
Phone: 313-688-4129
HST#: 38-0549190

Submission Details

Created On: Monday September 23, 2024 15:55:45
Submitted On: Tuesday October 29, 2024 14:37:09
Submitted By: David Langley
Email: dlangley9@ford.com
Transaction #: 26fe1c64-0ec2-4dca-9589-2223fb36890e
Submitter's IP Address: 19.12.77.166

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.	David Langley	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	No	*
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).	All solutions within this proposal will come from either Ford Motor Company or Ford Pro	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3XVL0	*
5	Provide your NAICS code applicable to Solutions proposed.	541611, 336320	
6	Proposer Physical Address:	1 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):	David Langley Bid Specialist 1 American Road, Dearborn, MI 48126 dlangley9@ford.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Langley Bid Specialist 1 American Road, Dearborn, MI 48126 dlangley9@ford.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2A: 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 has been an automotive industry cornerstone for over 110 years.</p> <p>Our core values include :</p> <p>We believe in the power of creating a world with fewer obstacles and limits, where people have the freedom to build a better life and pursue their dreams.</p> <p>To shorten the distance between where you are and where you want to go.</p> <p>To connect people down the road and over the horizon — to discover possibilities, and enjoy the thrill, adventure and pride of moving freely.</p> <p>From day one, we've provided people with tools to help them move forward and upward. We've innovated to expand their opportunities. And we've worked to earn their trust, every single day. We honor our legacy as we build the future – a better world for generations to come. Because when everyone is free to move, and free to dream, we do what we do best: we change the world.</p> <p>5 years ago, we took the steps necessary to move into the fleet management space. Our solution presented in this proposal highlights a fleet management software solution empowered by our perspective forged by over 100 years of learning about our customers, their needs, and how to service them.</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 Fleet vehicle end user customers in the Government and Educational Sector, especially with clients we have not been able to connect with in the past.</p> <p>Our offerings include multiple fleet management software tools that will empower the fleet management capabilities of Sourcewell Member Agencies and improve the understanding and value of Ford Pro. This award would significantly reduce the time, effort, and complexity associated with streamlining fleet operations and acquiring the tools needed to do so.</p> <p>Sourcewell members will find the convenience and cost savings of a Ford/Sourcewell contract very appealing, boosting Sourcewell as a key procurement method.</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>We host a website for our shareholders containing reports going into extensive detail about our financial strength and stability. See the link below for more information.</p> <p>https://shareholder.ford.com/Investors/financials/default.aspx#annual-reports</p>	*
14	What is your US market share for the Solutions that you are proposing?	We are relatively new to the market in which we are proposing our solutions, so our current share is relatively small. That said, we are expanding very rapidly and are projected to continue doing so for the foreseeable future.	*
15	What is your Canadian market share for the Solutions that you are proposing?	We are currently working to expand our offering into Canada. Ford Pro Telematics & Dashcams are available in Canada, but our other products listed are not currently available. As such, we do not currently hold market share in Canada for the solution on offer.	*
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.	Ford Motor Company is a publicly traded corporation that has had no bankruptcy proceedings over the past seven years. Financial information is always available in our quarterly earnings reports	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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? 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>Ford Motor Company is an original equipment manufacturer and service provider with 187,000 employees worldwide. As a parts and service provider, Ford also has franchised dealers and authorized distributors in all 50 states and US territories. These dealers and distributors do not offer the services available in this response, but they would be connected to our Maintenance Management offering that is available with a subscription to our management software.</p> <p>Ford Pro, a division of Ford Motor Company, is service provider of fleet technology and services</p> <p>In addition to the 187,000 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> <p>The individuals in our sales and service forces connected to what is offered in this response are our employees.</p>	*

18	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.	Ford Motor Company and its 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. With regard to the territories covered by this RFP where our services are available, 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 described herein.	*
19	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.	Given we are a public company, we rely on public filings with the SEC to highlight material judgments and other legal proceedings impacting the company	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Ford Pro is recognized as the disruptor in the commercial fleet space as this Yahoo Finance article points out: https://finance.yahoo.com/news/ford-commercial-fleet-disruptor-analyst-193457535.html Earlier this year, Ford Pro won eight awards at the 19th annual Vincentric Best Fleet Value in America Awards	*
21	What percentage of your sales are to the governmental sector in the past three years?	In Ford's most recent SEC filing, government sales on our products and services increased by \$75B.	*
22	What percentage of your sales are to the education sector in the past three years?	In Ford's most recent SEC filing, government sales on our products and services increased by \$75B.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Ford currently holds a Sourcwell contract (#101520-FMC) for automotive parts, service, and supplies.	*
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?	We are in the process of creating a GSA contract for the products and services on offer in this response. We have a GSA contract available offering our Charging solutions and another GSA contract in place for Light-duty vehicles.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Typically we are willing to provide references upon receiving a verbal commitment from any prospective client or reaching the next phase of the RFP process. Upon either occurrence, we are more than willing to provide you with a client reference. In the mean time, we have multiple case studies showing the benefits of Ford Pro, which you can see here: https://www.fordpro.com/en-us/resources/	Typically we are willing to provide references upon receiving a verbal commitment from any prospective client or reaching the next phase of the RFP process. Upon either occurrence, we are more than willing to provide you with a client reference. In the mean time, we have multiple case studies showing the benefits of Ford Pro, which you can see here: https://www.fordpro.com/en-us/resources/	Typically we are willing to provide references upon receiving a verbal commitment from any prospective client or reaching the next phase of the RFP process. Upon either occurrence, we are more than willing to provide you with a client reference. In the mean time, we have multiple case studies showing the benefits of Ford Pro, which you can see here: https://www.fordpro.com/en-us/resources/	*
Typically we are willing to provide references upon receiving a verbal commitment from any prospective client or reaching the next phase of the RFP process. Upon either occurrence, we are more than willing to provide you with a client reference. In the mean time, we have multiple case studies showing the benefits of Ford Pro, which you can see here: https://www.fordpro.com/en-us/resources/	Typically we are willing to provide references upon receiving a verbal commitment from any prospective client or reaching the next phase of the RFP process. Upon either occurrence, we are more than willing to provide you with a client reference. In the mean time, we have multiple case studies showing the benefits of Ford Pro, which you can see here: https://www.fordpro.com/en-us/resources/	Typically we are willing to provide references upon receiving a verbal commitment from any prospective client or reaching the next phase of the RFP process. Upon either occurrence, we are more than willing to provide you with a client reference. In the mean time, we have multiple case studies showing the benefits of Ford Pro, which you can see here: https://www.fordpro.com/en-us/resources/	*
Typically we are willing to provide references upon receiving a verbal commitment from any prospective client or reaching the next phase of the RFP process. Upon either occurrence, we are more than willing to provide you with a client reference. In the mean time, we have multiple case studies showing the benefits of Ford Pro, which you can see here: https://www.fordpro.com/en-us/resources/	Typically we are willing to provide references upon receiving a verbal commitment from any prospective client or reaching the next phase of the RFP process. Upon either occurrence, we are more than willing to provide you with a client reference. In the mean time, we have multiple case studies showing the benefits of Ford Pro, which you can see here: https://www.fordpro.com/en-us/resources/	Typically we are willing to provide references upon receiving a verbal commitment from any prospective client or reaching the next phase of the RFP process. Upon either occurrence, we are more than willing to provide you with a client reference. In the mean time, we have multiple case studies showing the benefits of Ford Pro, which you can see here: https://www.fordpro.com/en-us/resources/	*

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

Describe your company's capability to meet the needs of Sourcwell 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.	Ford Pro operates a world-class sales and service organization of fleet management professionals working together to provide bespoke fleet management solutions for customers across the country.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	We have an agreement with our partners and the Ford dealer network where they can provide us with referrals, but we will be the primary distributor for all products and services on offer in our response.	*
28	Service force.	Our service force is also a world class team dedicated to the creation and support of customer accounts. They are dedicated to ensuring a successful, long term relationship with our clients. Our service team is divided into sub groups, each focused on a single step of the customer journey, and clients will receive the guidance of an account manager that will take them the services of each team on that journey.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We intend to perform client outreach and clients are always welcome to reach out to us with the contact information provided on the Sourcewell site. Once contact is made, a member of our sales team will discuss how our solutions available through Sourcewell will best meet a clients needs. If the client would like to proceed with our proposed solution, we will provide onboarding information and some paperwork detailing the products and services they wish to utilize. The client will complete and send this information back to our onboarding team, who will then generate a contract. The client will sign this contract, which will complete the ordering process and begin the onboarding process.	*
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.	<p>We are committed to providing a seamless implementation experience tailored to the specific needs of your fleet. Upon engagement, we will assign a dedicated and experienced Implementation Project Manager to collaborate with your team. This Project Manager will be your main point of contact, responsible for coordinating all aspects of the service implementation according to your unique requirements and timelines.</p> <p>Our approach is highly adaptable, recognizing that each fleet operates differently. The Project Manager will work closely with your team to develop a customized implementation plan that aligns with your strategic objectives and operational constraints. We offer a range of resources, including dashboards and interactive project plans, to support the implementation process and ensure transparency and efficiency.</p> <p>The timeline for onboarding will depend on various factors such as the size of your organization, the specific services purchased, and the complexity of your fleet's needs. While we aim to complete the implementation swiftly—in some cases as quickly as 30 days—most clients typically see a full rollout within 60-90 days. Key to our success is securing all necessary data and inputs from your team, which we will coordinate as part of the project plan.</p> <p>Our communication strategy is customer-led, with meeting cadences tailored to suit your preferences and schedule. The Project Manager will facilitate regular check-ins and adjust frequency based on your feedback to ensure all parties are aligned. Once your account is fully set up and operational, the responsibility will transition to an experienced Account Manager who will provide ongoing support and work with you to optimize fleet performance.</p> <p>Our goal is to deliver a robust and efficient implementation while building a strong partnership that positions your fleet for success. We are here to support you every step of the way, ensuring the implementation process is smooth and meets all your expectations.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Our solutions are a perfect fit for fleets owned by the Sourcewell members. We are excited for the opportunity to work with so many potential clients that stand to benefit from our solutions, and we have substantial resources available to ensure the success of any agreements that arise out of this RFP.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are currently working to expand our offering into Canada. Ford Pro Telematics & Dashcams are available in Canada, but our other products listed are not currently available.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We are currently working to expand our offering into Canada. Ford Pro Telematics & Dashcams are available in Canada, but our other products listed are not currently available.	*
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.	Shipments for fleet customers in Alaska and Hawaii will take extra time for delivery based on shipping and availability	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

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 Sourcewell contract, Ford will work with our communications team to distribute a press release to announce the award. The announcement 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 Sourcewell 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> <p>•Ford digital spend includes: Search Engine Optimization efforts, Retargeting, Paid Online Display, Native advertising, and leveraging major preferred partner relationships (Google, Facebook, YouTube)</p> <p>•Ford owned properties including www.ford.com, www.fordpro.com</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Our view of Sourcewell's role is the following:</p> <ol style="list-style-type: none"> 1. Assist Sourcewell members in explanation and direction on how to use the Sourcewell Contract 2. Assist the Ford Pro sales force in explanation and direction on how to use the Sourcewell Contract 3. Participate in trade shows that could result in sales associated with the Sourcewell Contract 4. Provide opportunities for Ford Products to be showcased to Sourcewell members. 5. Route leads and sales opportunities in regards to the contract to Ford staff. 	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Once contracted, customers will be able to order additional Ford Pro offerings through their Ford Fleet Marketplace account. There is no current e-procurement offering for net new customers.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	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.	Fleet Management Software training includes initial setup, training, and support during the onboarding process. This training is optional, but strongly recommended.	*
42	Describe any technological advances that your proposed Solutions offer.	Our solution offers multiple technological advances for fleet operations. Ford Pro Telematics will harness the power of an onboard modem or the Ford Pro Plug-in device to provide insight to the operation of your fleet, and our management software is cloud-based software that will enable you to manage your entire fleet operation and make informed, split second decisions empowered by real time fleet data.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Ford is working to minimize our impact on climate change, aligned with the Paris Agreement. We aim to reach carbon neutrality no later than 2050 globally — and in Europe by 2035. To achieve this goal, we are focusing on three areas that account for approximately 95% of our CO2 emissions – our vehicles, our operations, and our supply chain. We are taking concrete steps to address the challenges and capture the opportunities they present on our path toward EVs and carbon neutrality.</p> <p>We have set interim science-based targets for our vehicle emissions (from a well-to-wheels perspective) and operations (which include Scope 1 and 2 emissions for manufacturing and non-manufacturing locations). Our approved 2035 science-based targets from SBTi are:</p> <ul style="list-style-type: none"> • Reduce Scope 1 and 2 GHG emissions from our operations by 76% by 2035 from a 2017 baseline • Reduce Scope 3 GHG emissions from the use of sold products by 50% per vehicle kilometer by 2035 from a 2019 baseline (includes reducing vehicle emissions from a fuel-cycle perspective – well-to-wheels) <p>Our Scope 1 and 2 target is aligned with a 1.5°C path and our use of sold products (vehicle) target is consistent with a well below 2°C path³. We have also committed to reduce our global manufacturing Scope 1 and 2 GHG emissions by 18% by 2023 from a 2017 base year. These targets do not include offsets and are strictly GHG reduction targets.</p> <p>Our Supplier Code of Conduct requires Ford suppliers (and their subcontractors) to establish science-based GHG reduction targets, action plans, and transparent reporting mechanisms. All our suppliers around the world were required to submit their GHG reduction targets by the end of 2022. We will use this information to develop a joint roadmap on our path toward carbon neutrality. Our target is to have all direct suppliers for European products to be Scope 1 and Scope 2 carbon neutral by 2035.</p> <p>In 2022, we joined two supply chain initiatives that will help us achieve our climate goals: the First Movers Coalition, a global initiative to harness purchasing power and supply chains to create early markets for innovative clean technologies; and Manufacture 2030, which is designed to help suppliers measure, manage, and reduce carbon emissions. The move builds on Ford’s requirements that suppliers establish science-based GHG reduction targets, action plans, and transparent reporting mechanisms to minimize their impact on climate change.</p>	*
44	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.	N/A	*
45	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?	Ford Motor Company has 42.5% U.S. Market share for Class 1-7 commercial trucks and vans, showing Ford Pro’s experience and expertise in the commercial and government sectors. Ford is using this experience and financial strength to deliver products and product updates to meet the demands of this large customer base.	*
46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	Ford Pro’s Terms & Conditions address data privacy obligations. More detailed information regarding data privacy approaches can be shared directly to Sourcewell participating entities who are under MNDA, where applicable.	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	<p>As demonstrated with our collaboration with our partners at PG&E linked below, Ford Pro is leading the industry with our V2G technology.</p> <p>https://media.ford.com/content/fordmedia/fna/us/en/news/2022/05/23/ford-pro-leading-companies-electrified-future.html</p>	*

48	Describe any capabilities around safety and accident management your proposed solutions offer.	<p>Safety: We can offer a driver risk management service that comes with MVRs and optional driver training</p> <p>Accident Management: The management of an accident claim from first notice of loss to vehicle estimate, appraisal, repair, and return to service has a significant impact on vehicle downtime. A tight workflow helps to minimize vehicle downtime and impact to your driver productivity. Our accident management program, Ford Pro Accident Management offers a 24/7 driver call center to report accidents and manage the tow to a shop. In the unfortunate event that one of your drivers is involved in an incident, our Accident Management program will undergo the following steps:</p> <ol style="list-style-type: none"> 1) Verification of driver, vehicle, and client parameters 2) Detailed event description documented 3) Event type designated using NSC guidelines 4) Classified preventable/non-preventable 5) Tow & rental arranged if needed 6) Repair shop selected 7) Claim assignment pushed to body shop's estimating system 8) Repair Management Starts 9) Alerts to client for decision points and status updates (Text and email capable) 10) Repair is Completed, If Subro, this process starts <p>Post accident drug testing will be performed as a part of this process, and as part of the onboarding process we can determine KPIs to track and report.</p> <p>For accidents with low severity, drivers can use our photo-driven claims tool to take photos of vehicle damage immediately after a collision. Photos are then reviewed by our network repair facilities who use advanced tools to prepare the estimate remotely with proven reliability. This process saves your drivers time by avoiding going into shops for live estimates and shortens the time before vehicle repairs can begin.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	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 type="radio"/> No	
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input type="radio"/> No	
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input type="radio"/> No	
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input type="radio"/> No	
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input type="radio"/> No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input type="radio"/> No	
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input type="radio"/> No	
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input type="radio"/> No	
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30. We accept payments through check or ACH.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Our flexible Municipal Lease/Purchase Financing available through Ford Pro FinSimple can help you acquire essential equipment – even on limited budgets. Virtually any essential-use equipment can be financed under our Municipal Program including police, fire, emergency vehicles and more. Many public universities and school districts, government entities and airports are also ready to modernize their fleets by adding electric vehicles and charging equipment, and a Ford Pro FinSimple Municipal Electrification Loan can help electrify those fleet. With a Municipal Electrification Loan, you can finance both hardware and construction costs, including utility upgrades, installation, labor and fees.	*
60	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.	Ford Pro's Terms & Conditions can be found at: https://www.fordpro.com/en-us/termsAndConditions?intcmp=fpro-pri-ft-2-1InformationAboutOu-SubscriptionService	*
61	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?	Ford Pro does not currently accept P-cards.	*
62	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.	Pricing model depends on the service selected. Services are subscription based and charged per unit per month or per event plus fees	*
63	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.	We are offering a 10% discount from list at the time of purchase for subscription based products	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	We can negotiate a higher discount in the case of substantial quantities, but we would like to keep the pricing consistent across all Sourcwell member agencies.	*
65	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.	We have many items available through our Sourcwell contract for Automotive parts, service, and supplies and would encourage member agencies to utilize that contract for many products that would be incidental to what we have on offer in this response. If member agencies are interested in any additional Ford Pro Services such as Ford Pro Charging or FinSimple, we will happily arrange a discussion and provide a quote.	*
66	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.	Subscriptions may include pass through costs for services, the cost of which will depend on services rendered.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are some very remote locations in Alaska and the Western States where freight charges may apply.	*
68	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 the Western States where freight charges may apply.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Most of our offerings are software based and will be delivered virtually. The Ford Pro Plug in Device (PID) and Dashcam will be delivered as a standard package (if applicable)	*

70	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.	Our self-audit process is as follows: •Internal teams will generate reporting for invoices using "Sourcewell" in the invoice field for "Customer Name." •Unless otherwise determined, our representative will assume sales to those member agencies specifically identified by "Sourcewell" in the "Customer Name" field as contract sales. ■Reasonable discretion will be applied when determining cases where data entry or other reporting errors are suspected. •We will regularly communicate with our sales and service forces to monitor reporting and ensure sales are reported appropriately and accurately	*
71	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.	Internal team will track sales reports for Sourcewell contract purchases •There will be business reviews with internal teams to ensure they are maximizing the Sourcewell contract •Monitor monthly sales for Sourcewell contract through internal reporting system •Consultative follow up activities to increase visibility of the Sourcewell contract	*
72	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.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing provided via attachment reflecting MSRP and discounted pricing.	*

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Ford Pro Fleet Management Software: FPFMS is a cloud-based scalable system of integrated tracking tools for fleet and work order management that will empower informed and aware decision making. FPFMS will provide users with an overview of their entire fleet enterprise and give them the tools they need to manage their fleet effectively, ensuring their vehicles are properly maintained, expenses are under control, and their entire operation is running smoothly.</p> <p>MVRs and Driver Safety: Our MVR Monitoring service will provide a real-time view of your organizational risk and each individual driver's risk. Drivers will be sorted into "risk categories," which can be tailored to agency policy and any motor vehicle record changes. Authorized users can use the included reporting tools to view each driver's profile and view the details of each license status, violation, accident, or incident that contributed to their risk score - including those that a user has added manually. MVR Monitoring is usually combined with our Driver Safety Training, which allows users to assign drivers online classes directly from the MVR violation alert for quick remedial action, from an individual driver's profile, or in bulk to specific groups of drivers. The software will also present users with suggested lessons to assign based upon an individual driver's unique MVR violation alert or violation history.</p> <p>Ford Pro Telematics: Ford Pro Telematics tracks vehicle and driver behavior, providing data on the aggregated events that occur in a vehicle during a trip. These events include speeding over threshold, speeding over posted limit, driving with seatbelt unbuckled, excessive idling, harsh braking, and harsh acceleration. When a driver is associated to a particular vehicle, an additional driver score report is available to the driver based on their behavior along the same metrics per trip. Ford Pro Telematics also includes a detailed reporting module that can track vehicle health, fuel usage, daily mileage, and more.</p> <p>Ford Pro Maintenance Management: The Ford Pro Maintenance Management program takes guesswork and uncertainty out of keeping your fleet in shape by connecting you with our extensive network of service providers and our support team of ASE certified professionals. All you need to do is coordinate service with a member of our provider network. Bring in your vehicle, and the provider will generate a quote that is instantly sent to our Maintenance Management team. They will look over the quote and ensure that any of the services listed on the quote are priced fairly and necessary for the upkeep of the vehicle. Our team aims to have repair approval requests reviewed and approved promptly. Currently, their average time from receiving an approval request to reviewing the repair is under 10 minutes. Our Maintenance Management program currently has 100,000 shops enrolled to include 63,105 independent shops, 36,345 national vendor branches, 6,800 OEM dealerships, 650 Ford Pro CVCs, and 7,200 mobile mechanics available. You can coordinate repairs with any of these vendors through our management software. For vehicles covered under warranty, we will push vehicles to Ford approved repair facilities to ensure any services performed that are under warranty are recorded as such. We can send a report with data tracked at the RO level. This report can be on a monthly or quarterly basis depending on preference.</p> <p>Accident Management: Our accident management program offers a 24/7 driver call center to report accidents and manage the tow to a shop. The service will document the event, manage the repairs, and seek subrogation recovery.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories would include Fleet Management Software, Telematics, Accident Management, Driver Safety, and Maintenance Management.

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	
76	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ford Pro Fleet Management Software	*
77	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	An onboard modem is included in all Ford vehicles manufactured after 2020, but we have a Ford Pro Plug-in Device available for other vehicles. We also have a dash cam available for our video telematics solution.	*
78	Related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have an open API available to ensure compatibility with solutions from other vendors related to what we have on offer.	*
7	Fleet telematics	<input checked="" type="radio"/> Yes <input type="radio"/> No	Available with Ford Pro Telematics.	*
80	Fleet monitoring and asset tracking	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fleet monitoring is available with Ford Pro Telematics	*
81	Geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Included in Ford Pro Telematics	*
82	Motor pool and fleet sharing solutions services	<input type="radio"/> Yes <input checked="" type="radio"/> No	On product roadmap for 01 2025	*
83	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Available with Ford Pro Telematics	*
84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not currently available.	*

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](#) - Ford Pro - Sourcewell Pricing.pdf - Tuesday October 29, 2024 13:17:43
- [Financial Strength and Stability](#) - 2023-Ford-Annual-Report.pdf - Tuesday October 29, 2024 13:21:33
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Ford Pro Terms and Conditions.pdf - Tuesday October 29, 2024 13:54:16
- Requested Exceptions (optional)
- [Upload Additional Document](#) - 24_FordPro_Solutions_guide.pdf - Tuesday October 29, 2024 13:46:45

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. - David Langley, Bid Specialist, 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_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	<input checked="" type="checkbox"/>	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	<input checked="" type="checkbox"/>	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	<input checked="" type="checkbox"/>	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	<input checked="" type="checkbox"/>	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	<input checked="" type="checkbox"/>	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	<input checked="" type="checkbox"/>	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	<input checked="" type="checkbox"/>	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_102924_Fleet Management_Technology Tue September 24 2024 08:22 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	<input checked="" type="checkbox"/>	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	<input checked="" type="checkbox"/>	1