

**MASTER AGREEMENT #081325****CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories****SUPPLIER: Sutton Ford Inc.**

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 Sutton Ford Inc., 21315 Central Ave., Matteson, IL 60443 (Supplier).

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

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

**Article 1:
General Terms**

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

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

ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13, 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 # 081325 to Participating Entities. In Scope solutions include:
 - a. Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks:
 - i. Vehicles of the following types and classifications:
 - (1) Automobiles: mini, subcompact, compact, coupe, sedan, and full size;
 - (2) Sport Utility Vehicles: cross-over, light duty, and heavy duty;
 - (3) Vans: passenger and cargo; and
 - (4) Light Trucks: light duty, half-ton, three-quarter ton, and one ton.
 - ii. Vehicles of the types and classifications in subsections 7 a. i. (1)-(4). above with upfitting designed for:
 - (1) Public safety applications;
 - (2) ADA and paratransit applications;
 - (3) Service bodies and utility bed for light trucks; and
 - (4) Equipment, lighting, technology, accessories, safety products, and upfitting services directly related to turnkey solutions for subsections 7 a. ii. (1)-(3).
 - iii. A wide range of vehicles by seating or cargo configurations, drive train options, trim levels, and optional equipment offerings.
 - iv. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are directly related to turnkey solutions for subsections 7 a. i. and 7 a. ii. above.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

- 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 Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to 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 Sourcwell 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. 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.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

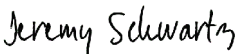
of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **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 as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 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 as determined in the discretion of 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.

081325-SNF

Sourcewell

Sutton Ford Inc.

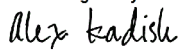
Signed by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/12/2025 | 7:01 PM CST

DocuSigned by:

BF1E650C6A51498...

By: _____

Alex Kadish

Title: Vice President of Fleet Operations

Date: 11/12/2025 | 12:11 PM PST

RFP 081325 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: SUTTON FORD INC
21315 CENTRAL AVENUE
Address: MATTESON, Illinois 60443
Contact: ALEX KADISH
Email: AKADISH@SUTTONAUTOTEAM.COM
Phone: 708-720-8083
Fax: 219-680-7002
HST#: 36-3669281

Submission Details

Created On: Wednesday June 25, 2025 10:14:53
Submitted On: Wednesday August 13, 2025 12:58:10
Submitted By: ALEX KADISH
Email: AKADISH@SUTTONAUTOTEAM.COM
Transaction #: fb29c8f5-4f43-4086-8b66-f050712fcbab
Submitter's IP Address: 147.243.245.215

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.	SUTTON FORD INC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	YES	*
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).	Sutton Ford Inc. and our sister Location SAG COCOA LLC DBA Cocoa Ford, will execute the Sourcewell Master Agreement as Responsible Suppliers under this review. Both are authorized Ford dealers and will quote, accept POs, invoice, and remit administrative fees under this agreement. Supporting entities such as aftermarket installations will participate only as subcontractors to Sutton Ford and SAG COCOA LLC. Any component manufacturers (e.g., emergency warning, interiors, storage) act solely as parts vendors or subcontractors and will not sell, invoice, or execute any agreement with Sourcewell Members. Sutton Ford and SAG COCOA LLC will remain the single point of accountability for all performance, pricing, warranty, and reporting.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: KMA1LE6T71R6 / CAGE/NCAGE: 1W6K4-Sutton Ford Unique Entity ID: XF1RRQNYEKK1 / CAGE/NCAGE: 9Z8M2- SAG Cocoa LLC	*
5	Provide your NAICS code applicable to Solutions proposed.	441110 – New Car Dealers 423120 – Motor Vehicle Supplies and New Parts Merchant Wholesalers for supplies standalone upfit components or accessories directly to public agencies. 811198 – All Other Automotive Repair and Maintenance-installation and integration of aftermarket equipment and upfitting. 336390 – Other Motor Vehicle Parts Manufacturing Covers production of upfit components such as lighting systems, consoles, electronic controls, racks, and law enforcement accessories 336370 – Motor Vehicle Metal Stamping Applicable to subcontracted or affiliated manufacturing of components (e.g., partitions, bumpers, brackets) used in vehicle upfitting. *Upfitting components and accessories are offered only when tied to a vehicle sale as part of a turnkey solution, consistent with Sourcewell scope.*	*
6	Proposer Physical Address:	21315 CENTRAL AVE MATTESON IL 60443	*
7	Proposer website address (or addresses):	SUTTONFORD.COM / SUTTONTRUCKS.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):	Alex Kadish VICE PRESIDENT OF FLEET OPERATIONS Cell: 219-680-7002 Direct: 708-720-8083 akadish@suttonford.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Zack Harville Fleet Sales Manager-Sutton Ford Cell: 219-267-6868 Direct: 708-720-8048 zharville@suttonford.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Alex Kadish VICE PRESIDENT OF FLEET OPERATIONS Cell: 219-680-7002 Direct: 708-720-8083 akadish@suttonford.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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>Sutton Ford Inc. was founded in 1989 and has grown into one of the most respected names in public sector and fleet vehicle supply in the United States. With over three decades of experience in fleet, municipal contracting, and vehicle upfitting, Sutton Ford has established a strong legacy of operational integrity, scalable delivery, and client-first service.</p> <p>Headquartered in Matteson, Illinois, Sutton Ford operates with a mission to provide dependable, turnkey vehicle solutions that meet the unique needs of government, law enforcement, educational, and nonprofit organizations. In 2024, Sutton Ford ranked third in the nation in government sales nationally with Ford Motor Company.</p> <p>To expand its national footprint, Sutton Auto Group acquired Cocoa Ford in Cocoa, Florida. In tandem with our in-house upfitting division, a co-located upfitting partner, Sutton Ford, offers comprehensive public safety vehicle preparation, light-duty commercial upfits, and service-optimized chassis solutions using industry-leading brands such as Federal Signal, Setina, Havis, Holman, and WeatherGuard.</p> <p>Core Values Integrity: We honor every contract, every specification, and every delivery timeline with full transparency and accountability. Responsiveness: Our government fleet team operates with urgency and precision to meet the mission-critical needs of our clients. Quality Assurance: From OEM configurations to final vehicle upfits, we maintain rigorous standards of workmanship and compliance. Customer-Centricity: We believe every agency—large or small—deserves personalized service, guided onboarding, and long-term partnership support.</p> <p>Business Philosophy Sutton Ford is built on the principle that government procurement deserves private-sector precision and public-sector accountability. Our philosophy emphasizes scalable systems, centralized contract management, and decentralized delivery models—ensuring that every SourceWell Participating Entity can acquire vehicles swiftly, compliantly, and at the best possible value.</p> <p>Through our cooperative expertise and award-winning customer service, Sutton Ford delivers solutions—not just vehicles—to agencies that depend on readiness, reliability, and results.</p>
12	What are your company's expectations in the event of an award?	<p>In the event Sutton Ford Inc. is awarded a Sourcewell Master Agreement, our expectations are to establish a long-term, high-performance partnership with Sourcewell and its Participating Entities across the United States. We view this contract as a strategic growth platform and a responsibility to deliver mission-critical vehicles and upfit solutions to government, education, and nonprofit customers with precision, transparency, and care. Ultimately, our expectation is to make the Sourcewell contract a value-driven, easy-to-use vehicle for fleet procurement—delivered with the professionalism, speed, and integrity that define Sutton Ford.</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>Sutton Ford Inc. is a financially sound, privately held organization with a strong record of sustained growth, operational scalability, and excellent credit standing. In 2024, Sutton Ford reported gross receipts of \$376,867,620, demonstrating our ability to manage high-volume contracts and invest in the infrastructure, personnel, and inventory necessary to support complex public-sector vehicle programs.</p> <p>We maintain longstanding relationships with commercial banks and have access to substantial lines of credit and floorplan financing. Sutton Ford has no history of bankruptcy, default, or adverse legal judgments in the past seven years. We are also fully registered and in good standing with all state and federal regulatory authorities, including active registration in SAM.gov under CAGE Code 1W6K4, UEI KMA1LE6T71R6, and DUNS 117896100.</p> <p>Sutton Ford's financial position provides a stable and reliable foundation for the performance of all obligations under the Sourcewell Master Agreement.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>Sutton Ford Inc. holds a strong and growing position in the U.S. public-sector market with Ford Motor Company. While comprehensive market share data is not published across all Ford vehicle lines, we track our performance using OEM production data and internal sales records. As an example, we estimate that in 2024, Sutton Ford accounted for approximately 5% of all Ford Police Interceptor Utility (Explorer PIU) units sold to government agencies nationwide.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Sutton Ford Inc. does not currently operate distribution or vehicle sales within Canada and is not pursuing cross-border fulfillment under this contract due to potentially violating our dealer agreement with Ford Motor Company.</p>

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Neither Sutton Ford Inc. or SAG Cocoa LLC nor any related responsible parties have been involved in any bankruptcy proceedings within the past seven years. There are no current or pending proceedings to disclose.	*
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?	Sutton Ford Inc. is a factory-authorized Ford Motor Company dealership with direct access to the full lineup of Ford vehicles. We operate under official franchise agreements with Ford Motor Company and maintain dealer codes in both Illinois and Florida. As such, we are fully authorized to sell, order, deliver, and service Ford vehicles to public-sector customers across the United States.	*
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.	<p>Sutton Ford Inc. and Cocoa Ford (SAG Cocoa LLC) hold all required licenses and certifications to operate as franchised Ford dealers and fleet solution providers under this RFP. Sutton Ford holds a valid Illinois State Dealer License (DL3124), and Cocoa Ford holds an active Florida Motor Vehicle Dealer License (VF/1147732/1).</p> <p>Sutton Ford also maintains an active Illinois Sales Tax Resale Certificate (Reseller No. 2157-1899), and Cocoa Ford holds a current Florida Resale Certificate for Sales Tax (Certificate No. 15-8019191188-8).</p> <p>Both Sutton Ford and SAG Cocoa LLC are certified Minority Business Enterprises (MBEs) by the National Minority Supplier Development Council—Sutton Ford through the Chicago MSDC (Certificate No. CH02386), and Cocoa Ford through the Florida MSDC (Certificate No. FL242454).</p> <p>These credentials affirm our legal compliance, tax authorization, and nationally recognized supplier diversity status.</p> <p>Subcontractors and Upfit Partners. Sutton Ford uses subcontractors solely for installation/upfit and specialized fabrication. All subcontractors are required to: (i) maintain current business and contractor licenses in their operating jurisdiction; (ii) carry insurance meeting or exceeding our contract requirements (GL, Auto, WC; COIs on file with additional insured and waiver of subrogation where applicable); (iii) follow OEM upfitter guidelines and component-manufacturer installation standards; (iv) comply with applicable OSHA/EPA and state safety rules; and (v) complete W-9, debarment checks, and agree to flow-down of the Sourcewell Master Agreement obligations (warranty, safety, delivery, ethics, reporting). Representative partners include Frontline Vehicle Supply (in-house aftermarket installer) and brand-specific installers for emergency warning, interior, storage, K-9, and ADA components. Sutton Ford remains prime and accountable for all work performed by subcontractors.</p>	*
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 Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	<p>Sutton Ford Inc., along with its affiliated entity SAG Cocoa LLC (Cocoa Ford), and all associated officers, directors, and Responsible Parties, have not been subject to any debarments, suspensions, or declarations of ineligibility at the federal, state, or local level within the past seven years.</p> <p>Furthermore, Sutton Ford affirms that it will provide immediate written notice to Sourcewell should it or any Responsible Party become debarred or suspended during the pendency of this RFP evaluation or the term of any resulting agreement.</p>	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>In 2024, Sutton Ford was ranked #3 nationwide for Ford government sales, having delivered 4,214 vehicles to public-sector clients across the United States. That same year, we were also ranked #7 in total Ford fleet sales nationally, encompassing both government and commercial sectors.</p> <p>Sutton Ford has remained consistently within the Top 25 Ford government dealerships in the United States for over 25 consecutive years, a reflection of our enduring performance and commitment to the public sector.</p>	*

21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years, approximately 38% of Sutton Ford Inc.'s total vehicle sales have been to the governmental sector. This includes municipal, county, state, and federal agencies, as well as cooperative purchasing groups and public safety departments nationwide.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years, an estimated 9% of Sutton Ford Inc.'s total vehicle sales have been to the education sector. This includes K-12 school districts, public universities, community colleges, and education service cooperatives.	*
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?	Below is a summary of the contracts currently held: 1. State of Illinois – Joint Purchasing Contract Contract Number: 22-416CMS-BOSS4-B-27256 Scope: Fleet vehicles, including police, administrative, and light-duty trucks AVG SALES VOLUME- 315 2. City of Chicago Contract Number: 101191 Spec Number: 787062 Scope: Police Pursuit Vehicles (Group A), SUVs (Group B), Hybrid Sedans (Group D) AVG SALES VOLUME- 365 3. Suburban Purchasing Cooperative (SPC – Illinois) Contract Numbers: #221, #225, #226, #227 Scope: Light-duty fleet, public works vehicles, and utility truck packages AVG SALES VOLUME- 375 4. Brevard County Cooperative Agreement – Florida (Cocoa Ford) Scope: Law enforcement and municipal fleet sales to county and participating agencies AVG SALES VOLUME- 75	*
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?	Sutton Ford Inc. does not currently hold any GSA Schedule contracts or Standing Offers and Supply Arrangements (SOSA) with the U.S. General Services Administration or Public Services and Procurement Canada. We continue to monitor federal procurement opportunities and may pursue a GSA contract in the future to support expanded participation at the federal level. Accordingly, there is no associated sales volume to report for these contract types over the past three years.	*

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 *	
CITY OF CHICAGO	Edward Ebertsch Sr. Automotive Equipment Analyst Department of Fleet & Facility Management edward.ebertsch@cityofchicago.org	312-743-3585	*
Illinois State Police	Jason Williams Vehicle Services Bureau Division of Statewide 9-1-1 Illinois State Police jason.williams2@illinois.gov	217-836-1593	*
Tinley Park Illinois	Dan Quinn Purchasing/Head Mechanic dquinn@tinleypark.org	(708) 444-5557	*
Joliet Junior College Police Department	Deputy Chief Tracy Williams #501 tracy.williams@jjc.edu	815-280-2748	

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 *
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26	Sales force.	<p>Sutton Ford Inc. operates a highly experienced and strategically structured sales force dedicated to serving public-sector, fleet, and cooperative contract clients nationwide. Our team is composed of 20 full-time fleet and government sales professionals who are trained specifically in municipal procurement, compliance requirements, and government bid processes.</p> <p>Each account is assigned a dedicated fleet sales manager who serves as the single point of contact from quote through delivery, ensuring consistency, responsiveness, and contract adherence. These professionals are supported by a centralized operations team responsible for pricing, order management, compliance documentation, and Ford Motor Company production tracking.</p> <p>In addition to our internal team, we maintain close coordination with representatives from Ford Fleet, Ford Government Sales, and approved upfit vendors to provide full lifecycle support. Our sales force is equipped with real-time access to manufacturer build data, inventory status, cooperative contract pricing tools, and digital configuration systems, allowing for rapid, accurate quoting and transparent customer communication.</p> <p>This combination of technical knowledge, government contracting expertise, and direct engagement enables Sutton Ford to consistently meet the needs of complex and large-scale public-sector buyers across the United States.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Authorized Seller & Delivery Model. Sutton Ford Inc. and its sister location SAG Cocoa LLC dba Cocoa Ford are the Authorized Sellers and contracting party under the Sourcwell agreement; we do not authorize independent resellers to quote or invoice. We deliver nationwide using a Sutton controlled fulfillment network and vetted subcontractors as follows:</p> <ul style="list-style-type: none"> • Subcontractors: A vetted bench of OEM aligned upfit partners for location specific installs or surge capacity. All partners operate under Sutton flow down terms; no reseller activity. • Logistics: Bonded transport coordinated by Sutton Ford. When cost effective, Ford Courtesy Delivery can be used for final mile receipt/inspection at a local Ford dealer selected by the Member. • Service Access: Post delivery support via over 3,000 Ford franchised service locations plus manufacturer warranty centers for installed equipment, coordinated by Sutton's fleet support team. <p>This model gives Members single point accountability (one quote, one PO, one invoice, one warranty contact) while enabling true national reach.</p> <p>Summary: Sutton Ford operates under a centralized direct-to-agency sales model, with all orders and support administered by our internal team. We do not rely on a dealer/distributor network, ensuring seamless fulfillment and direct contract accountability across all 50 U.S. states.</p>	*
28	Service force.	<p>Sutton Ford Inc. operates full-service facilities in both Matteson, IL and Cocoa, FL, staffed by certified technicians and EVT-certified installers. Our service operations ensure that vehicles are thoroughly inspected, tested, and delivered in turnkey condition to meet the unique requirements of each Participating Entity.</p> <p>Beyond our internal capabilities, we leverage the nationwide Ford network of over 3,000 franchised dealerships authorized to perform warranty and service work on all Ford vehicles sold under this contract. This extensive coverage ensures that Participating Entities across the U.S. have access to local, certified support—regardless of where the vehicle is delivered or operated.</p> <p>For aftermarket and upfit components, Sutton Ford partners with leading manufacturers, each of which maintains a vast network of authorized warranty service centers throughout the United States. These partners also provide direct technical support and replacement part availability, ensuring continuity of service and minimizing vehicle downtime.</p> <p>This combined network—Sutton Ford's direct support team, Ford's national dealership infrastructure, and our vendors' certified warranty centers—ensures comprehensive, responsive, and geographically accessible service for all vehicles and equipment delivered under the Sourcwell agreement.</p>	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders under the Sourcewell Master Agreement will be processed directly through Sutton Ford Inc and SAG Cocoa LLC. We do not utilize third-party distributors or independent dealer networks for fulfillment. Participating Entities will work directly with our dedicated fleet sales team to request quotes, finalize configurations, and place orders.</p> <p>The ordering process is as follows:</p> <ol style="list-style-type: none"> 1. Quote Request: The Participating Entity contacts Sutton Ford to request a Sourcewell-compliant quote. This can be done via email, phone, or through our online configuration tool. 2. Upfit Consultation (if requested): Sutton Ford offers customized upfit consultations to assist Participating Entities in specifying equipment and layout requirements for law enforcement, public works, utility, or ADA-compliant builds. 3. Quote Issuance: Sutton Ford prepares and delivers a formal quote that includes Sourcewell pricing, vehicle specifications, and any applicable upfit options. 4. Purchase Order Submission: The Participating Entity issues a purchase order to Sutton Ford Inc., referencing the Sourcewell contract number. 5. Order Processing: Sutton Ford places the vehicle order through Ford Motor Company's WebDO or CONCEPS system. If upfitting is required, Sutton Ford also initiates procurement of all necessary parts and equipment and schedules installation through our in-house team or authorized vendor network. If an upfit is requested, Sutton issues internal purchase orders to its subcontractors; subcontractors never accept Member orders or invoice the Member. 6. Delivery Coordination: Once the vehicle is completed and inspected, Sutton Ford coordinates delivery to the Participating Entity's location or designated upfit facility. 7. Invoicing and Documentation: Final invoicing and contract documentation are provided at the time of delivery. <p>Throughout the process, Sutton Ford serves as the sole point of contact and is fully responsible for order accuracy, contract compliance, communication, and delivery execution.</p>
30	Demonstrate your ability and experience handling large order volumes for autos through light trucks.	<p>Sutton Ford Inc. has a long-standing record of fulfilling large-volume vehicle orders for government agencies, cooperative purchasing groups, and fleet management organizations across the United States. Our infrastructure, staffing, and vendor relationships are specifically designed to manage and scale high-volume transactions involving autos, SUVs, vans, and light-duty trucks.</p> <p>In 2024, Sutton Ford delivered over 11,000 vehicles nationwide across all channels (Government + Fleet), ranging from single-unit orders for municipalities to multi-hundred-unit deployments for state procurement agencies. We regularly process fleet orders of varying sizes, including simultaneous rollouts to multiple agencies and fully upfitted turnkey vehicle packages.</p> <p>Our two operational hubs—Matteson, IL and Cocoa, FL—are equipped to handle simultaneous inbound shipments, upfitting, inspection, and final delivery preparation. Our facilities and our vendor network are capable of scaling component sourcing, installation, and QA across multiple states and timelines.</p> <p>Whether fulfilling police pursuit vehicles for a major city, utility trucks for a county fleet, or service vans for a school district, Sutton Ford has the proven capacity and process discipline to execute large-scale orders with speed, compliance, and precision.</p>

31	<p>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>	<p>Sutton Ford Inc. maintains a structured and proactive customer service program designed specifically to support public-sector fleet clients before, during, and after the sale. Our process emphasizes direct access to knowledgeable personnel, rapid response times, and continuous support throughout the vehicle lifecycle.</p> <p>Customer Service Process Overview</p> <p>1. Dedicated Account Management</p> <p>Each Participating Entity is assigned a dedicated fleet account manager as the single point of contact. This manager oversees the entire process—from quoting and ordering to delivery, invoicing, and post-sale support.</p> <p>2. Centralized Support Team</p> <p>Our in-house Fleet Operations Team is staffed with specialists in vehicle logistics, upfit coordination, order tracking, and service resolution. This team works directly with the dedicated account manager to update customers on their order milestones.</p> <p>3. Order Tracking and Status Updates</p> <p>Customers receive proactive updates at every milestone via email or phone. Our team utilizes all Ford available systems, FordPro order status, and internal DealerBuilt DMS to monitor production and shipping timelines.</p> <p>4. Post-Delivery Support</p> <p>After vehicle delivery, customers are supported with warranty registration assistance, upfit troubleshooting, and liaison with local Ford service centers when needed. Our team can also facilitate repairs, missing item resolution, or warranty claims on behalf of the agency.</p> <hr/> <p>Response Time Commitments</p> <ul style="list-style-type: none">• Initial inquiry or quote requests: 1 business day (often same day)• Order status updates or delivery ETA requests: Within 1 business day• Service or issue resolution coordination: Initiated within 1 business day• Escalated issues: Routed to senior management within 1 business day and resolved as a priority <p>We track and log all customer service interactions internally to ensure accountability and response consistency.</p> <hr/> <p>Service Performance Incentives</p> <p>To promote high service standards, Sutton Ford incorporates the following measures:</p> <ul style="list-style-type: none">• Performance-based incentives for internal staff tied to customer satisfaction, accuracy, and responsiveness• Quarterly performance reviews of fleet team members based on response metrics and client feedback• Customer satisfaction follow-ups post-delivery to ensure expectations were met or exceeded• Corrective Action Protocols for any deviation from fulfillment standards, including direct management review and root-cause analysis <hr/> <p>Summary:</p> <p>Sutton Ford's customer service program is built around responsiveness, transparency, and accountability. Through dedicated account management, system-integrated support tools, and structured follow-up, we ensure a high level of service that aligns with the performance expectations of Sourcewell Participating Entities.</p>
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32	Demonstrate in detail your ability to sell, deliver, and support vehicles sold on a master agreement throughout the contiguous United States; as well as sell, deliver, and support vehicles sold on contract in Alaska, Hawaii, US Territories, and Canada.	<p>Sutton Ford Inc. is fully authorized and equipped to sell, deliver, and support vehicles under a Sourcewell master agreement in all 50 U.S. states, including Alaska and Hawaii. We have extensive experience fulfilling government vehicle contracts nationwide and maintain the operational infrastructure to ensure compliant, timely delivery and post-sale support regardless of destination.</p> <p>National Capabilities Include:</p> <ul style="list-style-type: none"> • Sales & Contract Management <p>Our dedicated fleet division includes over 20 public-sector sales and contract professionals with experience supporting municipal, state, and cooperative contracts across the U.S.</p> <ul style="list-style-type: none"> • Upfitting & Staging <p>Vehicles are staged and upfitted at our Illinois and Florida facilities—Sutton Ford (Matteson, IL) and Frontline Vehicle Supply (Cocoa, FL)—as well as through our national network of upfit partners, ensuring fast, compliant build-outs for all vehicle classes.</p> <ul style="list-style-type: none"> • Delivery to All 50 States <p>We coordinate bonded transport and direct-to-agency delivery services to government and educational buyers in all 50 states, including long-range and over-water shipping arrangements for deliveries to Alaska and Hawaii.</p> <ul style="list-style-type: none"> • Post-Sale Service & Warranty Support <p>Sourcewell Members benefit from access to over 3,000 certified Ford warranty and service centers nationwide. Our team remains engaged through the lifecycle of each order to facilitate warranty claims, service coordination, and replacement part support.</p> <hr/> <p>Geographic Limitations:</p> <p>While we can fulfill contracts in all U.S. states, Sutton Ford cannot sell or deliver vehicles to Participating Entities located in:</p> <ul style="list-style-type: none"> • U.S. Territories (e.g., Puerto Rico, Guam, U.S. Virgin Islands, American Samoa) • Canada <p>This limitation is due to geographic restrictions defined in our Ford Motor Company dealer franchise agreement, which governs our authorized sales and service territories. As a result, we are unable to fulfill orders or provide contract support in these regions.</p>	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Sutton Ford Inc. is fully committed to providing our products and services to all eligible Sourcewell Participating Entities throughout the United States. We have the operational scale, staff resources, dealership infrastructure, and financial backing necessary to support high-volume contract performance and sustained service delivery.</p> <p>Our team is experienced in cooperative purchasing and contract compliance, and we are prepared to offer Sourcewell Members streamlined quoting, contract-based pricing, nationwide delivery, and responsive post-sale support. Whether an agency needs a single administrative vehicle or a multi-unit fleet order with upfitting, Sutton Ford has the capability and willingness to fulfill those needs under the Sourcewell Master Agreement.</p>	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Sutton Ford Inc. is unable to provide products or services to Sourcewell participating entities in Canada, as doing so would violate the terms of our dealer agreement with Ford Motor Company. Our dealership authorization limits vehicle sales and distribution to the United States, and we are not permitted to export vehicles or transact business with Canadian entities under current OEM policies. To help promote Sourcewell we will refer Canadian entities to Sourcewell for alternate approved Canada awardees and still provide specs/quotes for internal benchmarking.	*
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Sutton Ford Inc. is fully authorized and operationally equipped to serve Sourcewell Participating Entities located within the United States. However, due to restrictions outlined in our Ford Motor Company dealer franchise agreement, we are not authorized to sell or deliver vehicles to Participating Entities located in Canada or U.S. territories (including but not limited to Puerto Rico, Guam, the U.S. Virgin Islands, and American Samoa).</p> <p>As a franchised Ford dealer, our sales and distribution rights are geographically limited, and we are required to comply with Ford's designated sales and service territories. We remain committed to providing seamless contract fulfillment and support within our authorized market in the U.S.</p>	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Restrictions & Requirements for AK/HI/US Territories</p> <p>Alaska & Hawaii: We sell, deliver, and support vehicles statewide. Additional ocean/long-haul freight, pre-delivery inspection at destination, and extended delivery lead times may apply. We quote those pass-through at cost and disclose on each quote/PO.</p> <p>U.S. Territories: We do not sell or deliver to U.S. territories under this contract due to manufacturer dealer-agreement restrictions.</p> <p>Canada: We do not sell or deliver in Canada under this contract.</p> <p>These constraints are reflected on all quotes so Participating Entities have clear, auditable expectations.</p>	*

37	Describe in detail your history and experience selling vehicles to state and local government agencies, public and private K-12 and higher education, and non-profits.	Sutton Ford regularly supplies K–12 school districts, community colleges, and public universities with administrative vehicles, maintenance trucks, and transit vans. We have also delivered specialized upfitted vehicles for campus police and security departments, including a F-150 Lightning Patrol unit for Joliet Junior College, which is featured at the Midwest Security and Police Conference/Expo (MSPCE). Our familiarity with budget cycles, grant funding, and cooperative purchasing processes enables us to streamline procurement for educational institutions.	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes. Sutton Ford Inc. will fully extend the terms, pricing, and support services of any awarded Sourcewell Master Agreement to eligible nonprofit entities as defined by Sourcewell. This includes 501(c)(3) organizations and other nonprofit institutions that qualify as Participating Entities under Sourcewell's cooperative purchasing framework.</p> <p>We recognize the important role nonprofit organizations play in community services, education, and public health, and we are committed to providing them with the same level of transparency, responsiveness, and value as our government sector clients. All quotes, invoicing, and fulfillment for nonprofit entities will follow the same Sourcewell-compliant processes used for public agencies.</p>	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
39	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>Key Marketing Components:</p> <ol style="list-style-type: none"> 1. Dedicated Contract Webpage/Landing Page on our websites <ul style="list-style-type: none"> o We will launch a Sourcewell-branded landing page on our website featuring contract details, eligible vehicle lines, FAQ, quote request tools, and contact information. o The page will be SEO-optimized and updated regularly. 2. Email Campaigns & Newsletters <ul style="list-style-type: none"> o Ongoing email outreach to our database of fleet contacts, procurement officials, and agency buyers. o Content will highlight contract benefits, volume pricing, new vehicle releases, and ordering procedures. 3. Direct Sales Team Integration <ul style="list-style-type: none"> o All Sutton Ford and Cocoa Ford fleet account executives will be trained on Sourcewell contract features and will proactively promote it during customer outreach, trade shows, and webinars. 4. Tradeshow Presence <ul style="list-style-type: none"> o Sutton Ford will promote the Sourcewell contract at national and regional fleet conferences such as GFX, Midwest Security Expo and Police Fleet Expo, in coordination with key vendor partners. 5. Partner Channel Promotion <ul style="list-style-type: none"> o We will leverage relationships with major upfit suppliers (e.g., Federal Signal, Havis, Setina) to cross-promote the contract through their sales and marketing networks. <p>Representative marketing samples—including our proposed landing page layout, contract flyer, and email templates—will be uploaded in the document section of our response.</p>	*

40	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Key Technologies and Strategies:</p> <ol style="list-style-type: none"> 1. Email Marketing & Campaign Analytics <ul style="list-style-type: none"> o We deploy targeted email campaigns to our network of agency contacts and decision-makers. Each campaign is tracked for open rate, click-through rate, and response behavior using integrated email analytics tools. o This performance data is used to refine our messaging and improve engagement over time. 2. Website Analytics & SEO Optimization <ul style="list-style-type: none"> o Our Sourcewell landing page will be tracked via Google Analytics to monitor page views, quote submissions, bounce rates, and user behavior. o The page is also optimized for relevant government fleet procurement search terms using metadata tags and SEO tools to ensure it ranks for targeted queries. 3. Social Media Targeting <ul style="list-style-type: none"> o We use platforms such as LinkedIn and Facebook to promote the Sourcewell contract through sponsored posts and targeted ads. o Campaigns are customized based on geography, job title (e.g., fleet manager, procurement officer), and industry (e.g., education, public safety). 4. Metadata Tagging and Audience Segmentation <ul style="list-style-type: none"> o Digital materials (such as landing pages, quote forms, and webinar invites) are tagged with relevant metadata to help identify high-interest user groups. o This allows us to direct follow-up marketing and outreach efforts to the most engaged audiences. 5. Digital Engagement Tracking <ul style="list-style-type: none"> o We track interaction with downloadable materials, event registrations, and quote request forms to prioritize outreach and ensure agencies are receiving timely follow-up. <hr/> <p>Summary: Sutton Ford's digital marketing strategy is built around tools that allow us to measure engagement, tailor outreach, and continuously improve how we present the Sourcewell contract to government and education buyers nationwide.</p>
41	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>Sutton Ford Inc. views Sourcewell as both a contracting authority and a strategic partner in promoting nationally available cooperative agreements. Sourcewell's competitive solicitation process adds significant value by giving Participating Entities a pre-vetted, procurement-compliant pathway to acquire vehicles and related solutions without the need for time-consuming individual bids.</p> <p>Sourcewell's Role in Promotion:</p> <ul style="list-style-type: none"> • National Brand Credibility: Sourcewell's reputation as a trusted government agency lends credibility and legitimacy to awarded contracts, especially for agencies unfamiliar with cooperative purchasing. • Lead Generation Support: Sourcewell's Participating Entity database and outreach initiatives provide valuable exposure and potential inbound interest from qualified buyers. • Education & Enablement: Sourcewell plays a vital role in educating procurement officials about how cooperative contracts function and how to leverage them in accordance with local and state laws. <p>Sutton Ford's Integration Strategy:</p> <p>To ensure that the Sourcewell contract is fully leveraged within our organization, Sutton Ford will:</p> <ul style="list-style-type: none"> • Train all fleet sales and support staff to quote and present the Sourcewell contract as a primary procurement option for eligible public agencies. • Incorporate Sourcewell contract pricing and compliance language into all quote templates, proposals, and fleet bid responses. • Develop a dedicated Sourcewell contract landing page that outlines benefits, ordering instructions, and contact information. • Track Sourcewell usage in our internal systems to measure adoption, reporting, and customer satisfaction. • Promote the agreement through digital marketing, webinars, direct outreach, and partner collaboration with key upfit suppliers and government buyers. <p>By integrating the Sourcewell agreement directly into our quoting, sales, and education workflows, we aim to make it a core part of how we serve the public sector.</p>

42	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.	<p>Yes, Sutton Ford Inc. supports e-procurement-based purchasing and offers flexible tools and documentation to integrate with a wide range of public-sector procurement systems.</p> <p>E-Procurement Capabilities:</p> <ul style="list-style-type: none">• Digital Quote Delivery & Acceptance <p>Sutton Ford provides formal quotes in digital formats (PDF, Excel, or XML) that align with agency purchasing system requirements. All quotes clearly identify Sourcewell pricing, contract terms, and administrative fee inclusions.</p> <ul style="list-style-type: none">• E-Quote Submissions via Procurement Portals <p>We have experience responding to and submitting quotes through popular public procurement portals such as:</p> <ul style="list-style-type: none">o Bonfireo OpenGovo DemandStaro ProcureNow• PunchOut & ERP Compatibility <p>While Sutton Ford does not currently offer full PunchOut catalog functionality, our quote and purchase documentation can be easily uploaded into ERP systems such as Tyler Munis, SAP Ariba, Oracle, and others used by state and local governments.</p> <ul style="list-style-type: none">• Digital Contract Packet Integration <p>We provide complete Sourcewell compliance packets—including pricing, W-9, insurance, and administrative fee terms—that can be attached to agency systems for contract validation.</p> <ul style="list-style-type: none">• E-signature Support <p>Purchase agreements and vehicle order acknowledgments can be executed digitally via DocuSign or PDF signature to streamline workflow.</p> <p>How Government & Education Customers Use It:</p> <p>Government and educational agencies typically use our e-procurement-compatible process to:</p> <ul style="list-style-type: none">• Upload Sutton Ford's quote into their internal procurement system• Match the Sourcewell contract to their requisition or PO workflow• Submit official purchase orders electronically for immediate processing• Maintain documentation for audit and compliance purposes <p>We tailor our process to each Participating Entity's workflow and are happy to coordinate with agency IT or procurement teams to ensure seamless integration.</p>
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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43	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Available Training Programs:</p> <ol style="list-style-type: none"> 1. Vehicle Orientation & Feature Walkthrough (Optional, No Cost) <ul style="list-style-type: none"> • Upon request, Sutton Ford can provide a basic vehicle orientation that highlights standard features, dashboard functions, safety technology, and warranty terms. • We may also provide access to digital training resources, such as manufacturer-provided walk-through videos, manuals, and feature overviews. • In-person or virtual review options may be arranged based on agency preference and delivery logistics. 2. Upfit Equipment Orientation (Optional, No Cost for Basic Support) <ul style="list-style-type: none"> • For vehicles with specialized upfits (e.g., emergency lighting, partitions, K9 systems, ADA equipment), we can provide basic usage guidance or connect the agency with the equipment manufacturer for further instruction. • Training is typically conducted by Sutton Ford's upfit coordination team or the relevant vendor (e.g., Federal Signal, Setina.), and may be delivered in person or remotely. 3. Advanced Technical Training (Optional, Fee-Based) <ul style="list-style-type: none"> • For agencies requiring in-depth instruction on complex systems (e.g., ADA lift operation, mobile command integration), we can coordinate formal training through our OEM or upfit partners. • These sessions may include hands-on demonstrations, operational certifications, or scheduled technician briefings. • Any associated fees will be communicated up front and quoted based on agency needs. 4. Maintenance and Warranty Orientation (Optional, No Cost) <ul style="list-style-type: none"> • We provide general information and documentation on Ford's recommended maintenance schedules, warranty coverage, and how to locate authorized service centers. • This may include printed resources or links to digital tools such as FordPass Pro, Ford Fleet Info, or OEM warranty portals. <hr/> <p>Summary: Sutton Ford provides access to a range of training options and resources, most of which are available at no cost. More advanced or custom instruction can be arranged upon request, with full transparency regarding any associated fees. Our goal is to ensure that Participating Entities feel confident operating and maintaining the vehicles and equipment acquired through the Sourcewell agreement.</p>
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44	Describe any technological advances that your proposed Solutions offer.	<p>Technological Advances in Sutton Ford's Proposed Solutions</p> <p>Sutton Ford Inc. offers Sourcewell Participating Entities a vehicle procurement solution that incorporates a number of modern, fleet-ready technologies—both at the OEM level and through value-added enhancements in upfitting and support.</p> <p>1. Connected Vehicle Technology All Ford current and upcoming model years vehicles offered under this contract come equipped with factory-installed telematics modems, enabling:</p> <ul style="list-style-type: none"> • Real-time vehicle location tracking • Remote vehicle health monitoring • Over-the-air updates and diagnostics • Access to Ford's connected platforms such as FordPass Pro™ and Ford Pro™ Telematics Essentials <p>These technologies improve visibility, uptime, and cost control across public-sector fleets.</p> <p>2. Fleet Telematics & Data Integration Sutton Ford can activate or assist in integrating Ford Pro™ Telematics for fleet monitoring and compliance, including:</p> <ul style="list-style-type: none"> • Driver behavior data (speed, idling, harsh braking) • Maintenance scheduling alerts • Integration with third-party asset management platforms • Custom reporting for agencies that manage large or distributed fleets <p>3. Advanced Upfit Technology Our turnkey vehicle solutions, particularly for public safety and utility use, incorporate modern electronic systems such as:</p> <ul style="list-style-type: none"> • Smart controller consoles for light, siren, and radio management • Digital video and in-car recording systems • Temperature-controlled K9 units • LED emergency lighting with programmable flash patterns • ADA lift systems with safety interlocks and digital interfaces <p>4. Digital Quoting and Configuration Tools We utilize Darwin Automotive, a J.D. Power-powered configurator, to generate clear and accurate vehicle build quotes. This allows Participating Entities to review and approve specs with full transparency on options and pricing.</p> <hr/> <p>Summary: Sutton Ford combines Ford's latest vehicle connectivity and safety features with advanced upfit integration and digital quoting tools. These technologies help Sourcewell Participating Entities better manage their fleets, improve operational efficiency, and receive mission-ready vehicles tailored to their use cases.</p>
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45	Describe any service contract options or extended warranties being offered with your proposal.	<p>Sutton Ford Inc. offers a full suite of Ford Protect® extended service contracts and warranty upgrade options for vehicles purchased through the Sourcewell contract. These options are designed to give Participating Entities long-term cost control, increased asset protection, and simplified fleet maintenance planning.</p> <p>Available Service Contract Options:</p> <ol style="list-style-type: none"> 1. Ford Protect® PremiumCARE <ul style="list-style-type: none"> • Comprehensive coverage for over 1,000 components, including electronics, engine, transmission, suspension, air conditioning, and tech systems. • Terms available up to 8 years / 150,000 miles • Ideal for high-use government fleets or mission-critical vehicles. 2. Ford Protect® PowertrainCARE <ul style="list-style-type: none"> • Core protection for the engine, transmission, and drivetrain components. • Lower-cost option that still offers meaningful long-term protection. 3. Ford Protect® DieselCARE <ul style="list-style-type: none"> • Tailored for Super Duty trucks and chassis cabs with diesel engines. • Covers key diesel-specific components such as turbochargers, injectors, fuel pumps, and exhaust treatment systems. 4. Ford Protect® Commercial VehicleCARE <ul style="list-style-type: none"> • Designed for upfit-heavy or vocational fleet vehicles used by public works, utilities, or transit agencies. • May include limited coverage for installed equipment (consulted case-by-case). • Offers extended wear protection and higher-mileage thresholds. <p>Key Features:</p> <ul style="list-style-type: none"> • \$0 and low-deductible options available • Fully transferable to agency successors or resale buyers • Can be bundled into lease or municipal financing agreements • All service contracts are honored at any Ford dealership nationwide <p>How Offered:</p> <ul style="list-style-type: none"> • Sutton Ford includes extended warranty options as line items on quotes or as part of financing bundles. • Participating Entities can request a customized warranty plan based on vehicle use case, anticipated mileage, and replacement cycles. • No minimum purchase requirement—available for both single and fleet vehicle orders. <hr/> <p>Summary:</p> <p>Through Ford Protect®, Sutton Ford offers a flexible range of extended warranty and service contract options that can be tailored to meet the operational and financial needs of Sourcewell Participating Entities. These plans enhance peace of mind and ensure maximum vehicle uptime over the long term.</p>
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46	<p>Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.</p>	<p>Sutton Ford Inc. provides comprehensive warranty coverage that includes Ford Motor Company's factory vehicle warranties and manufacturer-backed warranties on installed upfit equipment. Our warranty support process is structured to ensure Sourcewell Participating Entities receive timely, regionally accessible service with full transparency and coordination.</p> <hr/> <p>1. Ford OEM Vehicle Warranty Coverage All Ford vehicles delivered through this agreement are covered by Ford's new vehicle limited warranty, valid nationwide at any certified Ford dealership:</p> <p>Warranty Type Coverage Details Bumper-to-Bumper 3 years / 36,000 miles Powertrain (Gas) 5 years / 60,000 miles Powertrain (Diesel) 5 years / 100,000 miles Corrosion Protection 5 years / Unlimited miles Roadside Assistance 5 years / 60,000 miles</p> <ul style="list-style-type: none">• Coverage Includes: Parts, labor, and diagnostics for factory-installed components• Geographic Scope: Valid in all 50 U.S. states at 3,000+ Ford service centers• Technician Travel: Not applicable; repairs are completed at authorized Ford service locations <hr/> <p>2. Warranty for Upfit Components Sutton Ford works with industry-leading upfit manufacturers, including Federal Signal, Setina, Havis, Holman, and WeatherGuard. These partners offer warranties on their respective components, which typically include:</p> <ul style="list-style-type: none">• Coverage: Manufacturer support for installed products, covering defects in materials or workmanship• Scope: Parts and labor for warranty-covered repairs• Administration:<ul style="list-style-type: none">o Sutton Ford provides documentation and serves as the point of contact to initiate warranty claimso In most cases, repairs are completed at certified partner locations or through the manufacturer's service networko Onsite technician service may be available depending on vendor policy and location; any travel-related charges will be disclosed in advance if applicable <hr/> <p>3. Warranty Administration Support</p> <ul style="list-style-type: none">• Central Point of Contact: Our dedicated Fleet Warranty Coordinator handles all post-sale service inquiries.• Claim Management: We assist in verifying warranty eligibility, coordinating service, and ensuring completion.• Transparency: All warranty coverage and documentation are included with the vehicle delivery packet for easy reference and recordkeeping. <hr/> <p>Summary: Sutton Ford delivers full OEM warranty coverage and facilitates third-party warranty support for all upfitted components. With national serviceability, transparent communication, and in-house coordination, we ensure Sourcewell Participating Entities receive fast and efficient warranty support across their fleet.</p>
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47	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Sutton Ford Inc. is committed to environmental responsibility and sustainability through both our internal business practices and the solutions we offer to Sourcewell Participating Entities. Our initiatives support reduced emissions, energy conservation, and forward-thinking fleet strategies aligned with evolving municipal and educational sustainability goals.</p> <p>Company-Level Green Initiatives:</p> <ol style="list-style-type: none"> 1. Recycling and Waste Reduction Programs <ul style="list-style-type: none"> • We maintain dealership-wide recycling programs for tires, oil, batteries, and scrap metal. • Used motor oil is collected and recycled through a licensed third-party vendor. • Paperless invoicing and digital document workflows are implemented across fleet operations. 2. Energy-Efficient Facility Upgrades <ul style="list-style-type: none"> • Our facilities are equipped with LED lighting, high-efficiency HVAC systems, and motion-activated systems to reduce power consumption. <p>Certifying Agency: Internal implementation; energy data reviewed through local utility rebate programs (e.g., ComEd Smart Ideas®)</p> <ol style="list-style-type: none"> 3. Idle Reduction and EV Readiness Policies <ul style="list-style-type: none"> • Company policy encourages idle-time reduction on company vehicles and delivery trucks. • We are actively working toward EV readiness infrastructure at both Illinois and Florida locations, including charging infrastructure at our locations. Sutton Ford supports 7 level two chargers and a 130KW level 3 charger with infrastructure in place for 2 additional. <hr/> <p>Solution-Level Green Benefits:</p> <ol style="list-style-type: none"> 1. EV, Hybrid and Low-Emission Vehicle Offerings <ul style="list-style-type: none"> • Many of the 2026 Ford vehicles offered in our Sourcewell proposal include full EV, hybrid or fuel-efficient ICE variants. <ul style="list-style-type: none"> o Examples include: Ford Police Interceptor Utility Hybrid, F-150 PowerBoost, and Ford Maverick Hybrid. • These vehicles support agency goals for reducing carbon emissions and improving fuel economy. <p>Certifying Agency: U.S. Environmental Protection Agency (EPA SmartWay Certification, where applicable)</p> <ol style="list-style-type: none"> 2. Future EV Integration Support <ul style="list-style-type: none"> • While this proposal focuses on ICE vehicles, hybrid, and EV solutions, Sutton Ford is equipped to support fleet electrification in future contract phases through: <ul style="list-style-type: none"> o Infrastructure planning consultations o Ford E-Transit and F-150 Lightning allocation (pending category eligibility) o Charging partner referrals and readiness assessments through Ford Pro <p>Certifying Agency: EV capabilities are supported by Ford Motor Company's Ford Pro™ EV planning and telematics tools.</p> <hr/> <p>Summary:</p> <p>Sutton Ford is committed to sustainability through operational best practices and vehicle solutions that help Sourcewell Members achieve their environmental and fleet modernization goals. As demand for greener fleets grows, we are prepared to expand our offerings and support agencies with cleaner, smarter transportation strategies.</p>
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48	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Sutton Ford Inc. offers Sourcewell Participating Entities access to a wide range of vehicles and fleet solutions that support energy efficiency, emissions reduction, and sustainable design. While Sutton Ford does not directly hold third-party environmental certifications, many of the vehicles and components included in our proposal are certified or recognized by nationally and internationally respected green rating systems.</p> <hr/> <p>1. EPA SmartWay® Certification Several vehicles available through our offering are EPA SmartWay® Certified, meeting or exceeding environmental performance benchmarks for fuel economy and low greenhouse gas emissions.</p> <ul style="list-style-type: none"> • Certifying Body: U.S. Environmental Protection Agency (EPA) • Applies To: Select Ford hybrid and fuel-efficient ICE vehicles, including: <ul style="list-style-type: none"> o Ford Police Interceptor Utility Hybrid o Ford Maverick Hybrid o Ford F-150 PowerBoost Hybrid o Ford Escape Hybrid (where applicable) • Relevance: Supports fleet emissions reduction and green procurement initiatives. <hr/> <p>2. Ford Motor Company Sustainability Commitments Ford, the OEM behind our vehicle offering, maintains a strong global sustainability record supported by third-party certifications:</p> <ul style="list-style-type: none"> • ISO 14001 (Environmental Management System) certified at all major manufacturing sites. • Science-Based Targets Initiative (SBTi) commitments for greenhouse gas reduction. • CDP "A List" Ratings for water and climate disclosure. • Carbon neutrality target by 2050, with 100% renewable electricity targeted for global manufacturing by 2035. <p>These efforts directly benefit Sourcewell Members by ensuring that the vehicles they purchase are manufactured under globally recognized sustainability frameworks.</p> <hr/> <p>3. Recyclability and Life-Cycle Design</p> <ul style="list-style-type: none"> • Ford designs many of its vehicles with up to 80% recyclable content, including recycled plastics and sustainable textiles in interiors. • Advanced battery and hybrid systems follow life-cycle recycling protocols. <p>These attributes support cradle-to-cradle and circular economy principles aligned with public sector green initiatives.</p> <hr/> <p>Summary: Sutton Ford's solutions align with current environmental standards through SmartWay® certified vehicle offerings, manufacturer-led ISO and sustainability certifications, and life-cycle-conscious design practices. We are committed to helping Sourcewell Participating Entities meet their green fleet goals with clean, efficient, and future-ready vehicle platforms.</p>
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49	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Sutton Ford Inc. offers Sourcewell Participating Entities a comprehensive, turnkey vehicle procurement solution that is both nationally scalable and deeply grounded in government fleet expertise. What sets our offering apart is the integration of vehicle sales, upfitting, delivery, and support—streamlined under a single contract, with public-sector priorities at the core.</p> <p>Unique Attributes of Our Company and Proposal:</p> <ol style="list-style-type: none"> 1. Government Fleet Focus & Proven Experience <ul style="list-style-type: none"> Sutton Ford is one of the top-performing Ford dealers in the country for government sales, ranking #3 nationally in 2024 for public-sector volume. We bring decades of experience fulfilling cooperative, state, and municipal contracts and currently serve major agencies such as the City of Chicago, State of Illinois, and Cook County. 2. Turnkey Vehicle Solutions for All Agency Sizes and Locations <ul style="list-style-type: none"> Our in-house upfitting operation at Frontline Vehicle Supply (Cocoa, FL) and partner facilities in Illinois allow us to deliver mission-ready vehicles directly to the agency—fully upfitted, labeled, and field-ready. This is particularly valuable for agencies in remote or rural areas that lack access to certified or experienced upfitters, especially those trained on the latest law enforcement, ADA, or utility vehicle platforms. Because we buy and install equipment at scale, Participating Entities benefit from volume-discounted pricing, regardless of their individual order size. 3. Nationwide Delivery & Support Network <ul style="list-style-type: none"> We deliver to all 50 U.S. states, with logistics handled entirely by our in-house fleet team. Participating Entities may choose direct-to-agency delivery or local Ford Dealer courtesy delivery, and all fulfillment is backed by 3,000+ Ford-authorized service centers for long-term support. 4. Dedicated Contract and Support Team <ul style="list-style-type: none"> Sourcewell customers are assigned a dedicated contract team that handles quoting, compliance documentation, order management, and post-sale service coordination. Our staff is trained on Sourcewell procedures and helps agencies navigate cooperative purchasing with ease. 5. Flexible Procurement and Finance Options <ul style="list-style-type: none"> We support leasing and financing through Ford Credit – Municipal Finance, and offer optional P-card payment on a case-by-case basis. E-procurement-compatible documentation and streamlined quote workflows reduce agency administrative burden. 6. Transparent, Cooperative-Focused Pricing <ul style="list-style-type: none"> Our pricing model is based on MSRP minus a fixed discount, with no hidden fees or documentation charges. Freight and courtesy delivery options are disclosed upfront, and our flat administrative fee makes tracking and compliance simple. <hr/> <p>Summary: Sutton Ford delivers a unique value proposition by combining nationwide vehicle sales with turnkey upfitting, flexible delivery, and transparent cooperative pricing—all under one accountable vendor. For Sourcewell Participating Entities, especially those in rural or underserved areas, we provide a one-stop solution to access advanced fleet vehicles without needing to source or manage multiple vendors.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	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 resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Sutton Ford Inc. is a certified Minority Business Enterprise (MBE) and maintains active certifications with the following recognized agencies:</p> <p>NMSDC – National Minority Supplier Development Council New York Port Authority Certified MBE Supplier Clearinghouse (California Public Utilities Commission – CPUC) Cook County, Illinois – Certified Minority Business Enterprise and WBE</p> <p>These certifications reflect our commitment to supplier diversity, public-sector accountability, and equitable economic participation. Documentation for each certification will be uploaded in the document section of our Sourcwell proposal.</p>	*
51		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NMSDC-NATIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL NEW YORK PORT AUTHORITY SUPPLIER CLEARING HOUSE COOK COUNNTY IL	*
52		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	COOK COUNTY IL	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
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59	Describe your payment terms and accepted payment methods.	<p>Sutton Ford Inc. offers flexible and government-friendly payment terms designed to meet the procurement and fiscal requirements of Sourcewell Participating Entities.</p> <p>Standard Payment Terms:</p> <ul style="list-style-type: none">• Net 30 days from the date of invoice, unless otherwise agreed upon with the Participating Entity.• Invoicing occurs upon delivery or as specified in the purchase order or contract terms. <p>Accepted Payment Methods:</p> <ul style="list-style-type: none">• ACH (Automated Clearing House) / EFT (Electronic Funds Transfer)• Wire Transfer• Physical Check• P-Card (Procurement Card) — accepted on a case-by-case basis. Please note that Sutton Ford is subject to transaction fees for P-Card payments (3% of the total transaction), and in some instances, the cost impact may render this method impractical for large or complex vehicle purchases. <p>We are committed to working collaboratively with each Participating Entity to align on a payment method and schedule that supports compliance, transparency, and operational efficiency.</p>
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60	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Sutton Ford Inc. offers a variety of flexible leasing and financing options tailored to the unique budgeting and procurement needs of public sector fleets, including educational institutions and government agencies.</p> <p>We work directly with Ford Credit – Municipal Finance and other approved government leasing partners to provide tax-exempt financing options structured specifically for qualified governmental and educational entities.</p> <p>Available Lease and Finance Structures:</p> <ul style="list-style-type: none"> • Municipal Lease-Purchase Agreements (MLP): Enables ownership at the end of the term with no residual or balloon payment. Payments are structured to preserve capital while allowing immediate vehicle deployment. • Operating Leases: Provides flexible vehicle use without the long-term ownership commitment, with lower monthly payments. • Closed-End or Open-End Leases: Configurable based on the entity's preference for mileage limits and risk tolerance. • Deferred Payment Options: Aligns payments with budget cycles, grants, or capital planning timelines. <p>Key Benefits of Ford Municipal Lease-Purchase Financing:</p> <ul style="list-style-type: none"> • Tax-Exempt, Fixed-Rate Financing: Structured specifically for qualified agencies, offering lower cost than commercial loans. • Zero Down Payment Required: No capital outlay or security deposit required to initiate the lease. • Flexible Payment Schedules: Monthly, quarterly, semi-annual, or annual payments available to match agency fiscal calendars. • Full Inclusion of Vehicle-Related Costs: Financing can cover vehicles, upfitting, graphics, accessories, and extended warranties in one package. • No Mileage Limits or Penalties: Unlike standard commercial leases, MLPs include no mileage restrictions or end-of-term charges. • Equity and Ownership: Agencies accrue equity with each payment and take full ownership at the end of term, often with just a \$1 buyout. • Fleet Expansion Leverage: Enables agencies to acquire more vehicles per fiscal cycle compared to cash purchases. • Stable, Predictable Budgeting: Fixed interest rates and no prepayment penalties help agencies avoid budget uncertainty. <p>Sutton Ford Leasing Support: Our team collaborates with agency finance and procurement officials to:</p> <ul style="list-style-type: none"> • Secure tax-exempt lease quotes • Include upfit and warranty items in the lease bundle • Align payment terms with funding sources • Deliver turnkey solutions with minimal administrative overhead <p>Sutton Ford's leasing and financing programs are designed to simplify fleet acquisition, control long-term costs, and support compliance with local and state procurement requirements.</p>
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61	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.	<p>Sutton Ford Inc. uses a concise and transparent set of standard transaction documents when working with government and educational agencies under cooperative agreements. These documents are tailored to align with public-sector procurement requirements and will be adapted as needed to comply with Sourcewell's Master Agreement terms.</p> <p>Standard Documents Include:</p> <ol style="list-style-type: none"> 1. Official Vehicle Quote <ul style="list-style-type: none"> o Lists vehicle make, model, configuration, MSRP, Sourcewell discounted price, freight (if applicable), upfit costs, and applicable taxes or fees (if any). o References Sourcewell contract number and pricing terms. 2. Purchase Order (Provided by Participating Entity) <ul style="list-style-type: none"> o Used as the official acceptance of the quoted terms and initiates vehicle ordering. 3. Order Acknowledgment / Sales Agreement <ul style="list-style-type: none"> o Issued by Sutton Ford upon PO receipt. o Confirms all final vehicle specs, pricing, Sourcewell contract reference, and expected delivery timeline. 4. Upfit Specification Worksheet (if applicable) <ul style="list-style-type: none"> o Details line-item upfitting components, installation labor, and supplier/vendor part numbers. 5. Terms and Conditions <ul style="list-style-type: none"> o Standard government-focused terms addressing warranty coverage, payment terms, delivery obligations, cancellation policies, and acceptance protocols. o Compliant with Sourcewell's Master Agreement structure. 6. Invoice <ul style="list-style-type: none"> o Reflects the agreed-upon contract pricing and is submitted upon vehicle delivery or completion of services. <p>All applicable templates will be uploaded in the document section of our proposal for Sourcewell's review. Sutton Ford is also open to using Participating Entity-specific formats when required by state or agency policy.</p>
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Sutton Ford accepts ACH, wire, check, and P-Card. No additional fees for P-Card payments up to \$10,000; pricing is P-Card inclusive. For larger transactions we will work with the Participating Entity to select the most efficient method while preserving contract value.</p>
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Sutton Ford Inc.'s pricing model is based on a Manufacturer's Suggested Retail Price (MSRP) minus a discount, as determined by the applicable government fleet incentives and manufacturer pricing programs in effect at the time of order.</p> <p>All items we would like Sourcewell to consider as part of this RFP response are included in our uploaded pricing materials, which clearly identify:</p> <ul style="list-style-type: none"> -Base MSRP -Applicable Sourcewell discount -Sourcewell contract price -Vehicle model information and description -Aftermarket equipment and upfit pricing, where applicable <p>We have also provided manufacturer body codes or vendor part numbers to support configuration and quoting accuracy.</p> <p>Our pricing model allows for transparent quoting, contract compliance, and ease of verification for Participating Entities. We will continue to update pricing in accordance with manufacturer releases and notify Sourcewell of any changes in list or discount structures.</p> <p>All pricing quoted is not to exceed our current Sourcewell price file on record; Sutton Ford may offer lower pricing for volume, agency programs, or promotions.</p>

64	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.	<p>Sutton Ford Inc. confirms that all pricing submitted under this proposal is based on a percentage discount from MSRP and varies by vehicle line according to the Ford Motor Company Government Price Concession (GPC) applied to each specific model and configuration.</p> <p>The total discount range, which includes applicable vehicle incentives and aftermarket equipment pricing, falls between 3% and 13.38% off MSRP on Ford vehicle lines and up to 30% on aftermarket equipment, depending on the manufacturer's government program, vehicle class, or the vendor-contracted pricing for upfit components.</p> <p>These discounts are passed through to Sourcewell Participating Entities and will be clearly itemized on all quotes and purchase orders to ensure transparency and contract compliance.</p>	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Sutton Ford Inc. offers tiered volume discounts for Participating Entities placing large fleet orders under the Sourcewell agreement. These discounts are designed to provide additional cost savings for high-volume acquisitions and coordinated cooperative purchases.</p> <ul style="list-style-type: none"> Volume Discount Tiers: <ul style="list-style-type: none"> 75 units or more: Discounted pricing available upon request 150 units or more: Enhanced volume pricing offered based on vehicle mix, timing, and upfit complexity <p>Participating Entities are encouraged to contact our fleet sales team directly to discuss volume-based pricing scenarios. Additional savings may also be available when units are ordered with uniform specifications or scheduled for consolidated production runs. All volume discounts will be clearly documented in the quote and remain fully compliant with Sourcewell reporting and administrative fee requirements.</p>	*
66	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.	<p>Sutton Ford Inc. proposes to supply any "open market" or "non-contracted" items—such as specialty accessories, third-party components, or unique service requests—at cost plus 5%.</p> <p>This cost-plus structure ensures transparency and consistency while allowing flexibility to fulfill specialized or non-standard requests that fall outside the core contract offering. All such items will be:</p> <ul style="list-style-type: none"> Clearly itemized in the customer quote Labeled as non-contract items for easy identification Fully disclosed and reviewed with the Participating Entity prior to purchase order approval <p>Quotes for open market items will include documentation of supplier cost to validate pricing integrity upon request.</p>	*
67	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.	<p>Sutton Ford Inc. confirms that freight is not included in the base vehicle pricing submitted in this proposal. However, freight coordination is fully managed by Sutton Ford at no cost to the Participating Entity, and any associated freight charges will be clearly disclosed up front on each quote for full transparency.</p> <p>If it is determined that utilizing the Ford Dealer Courtesy Delivery Network is more cost-effective than direct transport, the Participating Entity may elect that option. In such cases, the customer would be responsible for the associated courtesy delivery fee charged by the receiving Ford dealer. As with transport charges, this fee will also be clearly identified in the quote prior to the issuance of a purchase order, ensuring complete transparency and customer approval in advance.</p> <p>Sutton Ford does not charge a documentation fee (doc fee) under this agreement.</p> <p>Pre-delivery inspection (PDI) is included at no additional cost when performed by Sutton Ford or Cocoa Ford.</p> <p>We also do not impose any mandatory training, installation, or setup fees, unless specifically requested by the Participating Entity as part of a custom upfit solution. Any such charges would be quoted and agreed to in writing prior to order acceptance.</p>	*

68	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Sutton Ford Inc. manages all aspects of vehicle freight, delivery, and shipping coordination to ensure smooth and timely fulfillment for Sourcewell Participating Entities. While freight is not included in the base vehicle price, we fully manage logistics and provide transparent, up-front pricing on every quote. Freight charges, if applicable, are clearly disclosed prior to the issuance of a purchase order.</p> <p>Freight & Shipping Program Overview:</p> <ul style="list-style-type: none"> • Direct-to-Agency Delivery Vehicles can be shipped via bonded transport directly to the Participating Entity's location. We work with licensed and insured transport partners that specialize in government fleet movement. Freight cost is calculated based on vehicle type, distance, and routing efficiency. • Courtesy Delivery via Ford Dealer Network When more cost-effective, Sutton Ford may coordinate a courtesy delivery through a local Ford dealership near the Participating Entity. In such cases, the Participating Entity is responsible for any applicable courtesy delivery fee charged by the receiving dealership. This option can result in lower overall cost and faster delivery in certain regions. • Staging & Upfit Integration Vehicles requiring upfitting may be staged at Sutton Ford (Matteson, IL), Cocoa Ford / Frontline Vehicle Supply (Cocoa, FL), or a certified third-party upfit partner. Delivery timing is coordinated upon completion of the upfit and verified through our fleet team. • Transparent Freight Quotes All shipping or delivery costs are clearly itemized in advance of order confirmation. We do not apply markups to freight; all charges are passed through at cost and are optional—Participating Entities may elect to pick up vehicles themselves if desired. <p>Communication & Tracking:</p> <ul style="list-style-type: none"> • Customers receive real-time updates on vehicle shipping status. • Tracking numbers or carrier information is provided upon vehicle dispatch. • Our fleet team remains the point of contact until the vehicle is accepted by the customer. <hr/> <p>Summary: Sutton Ford's freight and delivery program is designed to be flexible, transparent, and cost-effective, giving Participating Entities full visibility and choice in how their vehicles are delivered.</p>
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69	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Sutton Ford Inc. is fully authorized and equipped to coordinate and deliver vehicles to Participating Entities located in all 50 U.S. states, including Alaska and Hawaii. We utilize bonded overland and oceanic freight providers to ensure secure and timely delivery to these non-contiguous U.S. locations.</p> <p>Alaska & Hawaii: Ocean Freight Coordination Vehicles destined for Alaska or Hawaii are shipped via marine transport, typically departing from West Coast ports such as Seattle, WA or Long Beach, CA. Sutton Ford coordinates overland transportation to the port and handles booking and transfer to the ocean freight carrier.</p> <p>Delivery Timing Delivery timelines vary based on port availability and shipping schedules, but are clearly communicated at the time of order.</p> <p>Quoting and Billing All transportation and delivery fees—including overland and ocean freight—are quoted in advance and presented transparently on the vehicle quote. The Participating Entity is responsible for actual shipping charges, but Sutton Ford manages all logistics and paperwork.</p> <p>Final Mile Delivery Where applicable, we coordinate with local Ford dealerships or bonded receiving agents in Alaska and Hawaii to complete final delivery and vehicle acceptance.</p> <p>Canada and U.S. Territories: Sutton Ford Inc. is not authorized to sell or deliver vehicles to Participating Entities located in Canada or U.S. territories, including Puerto Rico, Guam, U.S. Virgin Islands, or American Samoa. This restriction is based on our Ford Motor Company dealer franchise agreement, which limits our sales and distribution territory to the 50 U.S. states.</p>
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70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Sutton Ford Inc. offers a variety of flexible and customer-focused delivery methods that distinguish our proposal and enhance convenience, speed, and cost-efficiency for Sourcewell Participating Entities. Our distribution model is built on centralized control, national reach, and strategic partnerships.</p> <p>Unique Delivery Methods & Options:</p> <ol style="list-style-type: none"> 1. Dual Fulfillment Hubs for Nationwide Reach <ul style="list-style-type: none"> o Vehicles are processed and staged at either Sutton Ford (Matteson, IL) or Cocoa Ford / Frontline Vehicle Supply (Cocoa, FL) depending on proximity to the Participating Entity and upfit requirements. o This two-hub model allows for faster regional distribution, reduced shipping costs, and better inventory flexibility. 2. Integrated Upfit & Staging Workflow <ul style="list-style-type: none"> o Vehicles requiring customization (lighting, graphics, storage, ADA, etc.) are staged and upfitted prior to shipment, ensuring they arrive to the agency ready for immediate use. o This reduces agency coordination time and allows for single-invoice billing on turnkey solutions. 3. Courtesy Delivery via the Ford Dealer Network <ul style="list-style-type: none"> o In regions where direct shipping may be cost-prohibitive or logistically challenging, Sutton Ford coordinates courtesy delivery through local Ford dealers. This option may offer shorter transit times and reduced shipping costs. o Participating Entities selecting this method are responsible for the dealer's courtesy delivery fee, which is always disclosed in advance. 4. Flexible Final Destination Options <ul style="list-style-type: none"> o Vehicles can be delivered directly to agency facilities, staging yards, or designated upfitters based on project needs. o We also support multi-point deliveries for split-fleet orders. 5. Bonded and Insured Transport Partnerships <ul style="list-style-type: none"> o All deliveries are handled by experienced fleet transport providers under full insurance coverage. o Sutton Ford manages all logistics directly, eliminating the need for agency coordination with carriers. 6. Remote Inspection and Delivery Acceptance Support <ul style="list-style-type: none"> o For distant deliveries, Sutton Ford can coordinate remote acceptance protocols, including digital inspection reports, delivery photos, and remote sign-off options to streamline delivery verification. <hr/> <p>Summary: Sutton Ford's delivery model is designed for flexibility, scalability, and ease of use. By combining direct fulfillment, upfit integration, dealer courtesy delivery options, and real-time communication, we ensure that Participating Entities receive mission-ready vehicles with minimal administrative burden.</p>
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71	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.</p>	<p>Sutton Ford Inc. will implement a structured self-audit and contract compliance program to ensure all transactions under the Sourcewell Master Agreement adhere to the pricing, reporting, and administrative requirements set forth in the contract. This program is designed to protect both Sourcewell and Participating Entities by ensuring pricing integrity and operational transparency.</p> <p>Key Components of Our Self-Audit Program:</p> <ol style="list-style-type: none"> 1. Quarterly Contract Compliance Review <ul style="list-style-type: none"> • We will perform a quarterly audit of all Sourcewell transactions to: <ul style="list-style-type: none"> o Verify that contract pricing matches the terms submitted in our pricing file o Ensure that administrative fees are correctly calculated and remitted o Confirm that all required documentation (quotes, invoices, POs) properly reference Sourcewell 2. Internal Quote Validation Workflow <ul style="list-style-type: none"> • All Sourcewell quotes are generated by our centralized fleet team using preloaded pricing templates. • Each quote is reviewed and approved by a senior fleet manager before being submitted to the Participating Entity to confirm contract alignment. • Quotes are automatically checked against MSRP and GPC files to validate that applicable vehicle and upfit discounts are correctly applied. 3. Post-Sale Invoice Reconciliation <ul style="list-style-type: none"> • Invoices are cross-checked against original quotes and vehicle build sheets. • A dedicated compliance analyst flags any variances or outliers for management review before reporting to Sourcewell. 4. Sourcewell Tagging and Reporting Controls <ul style="list-style-type: none"> • All Sourcewell transactions are tagged in our Dealer Management System (DMS) and CRM platforms for tracking. • Reports are generated monthly and reviewed for completeness, pricing accuracy, and administrative fee validation before quarterly submission. 5. Customer Confirmation and Transparency <ul style="list-style-type: none"> • Participating Entities receive detailed quotes and line-item pricing up front. • We also provide a final pricing confirmation at the time of delivery to ensure the agreed-upon Sourcewell terms have been honored.
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72	<p>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.</p>	<p>If awarded a Sourcewell Master Agreement, Sutton Ford Inc. will actively track key performance indicators (KPIs) across sales, service, customer engagement, and contract compliance. These internal metrics will help us measure contract success and continuously improve our support to Participating Entities:</p> <ol style="list-style-type: none"> 1. Sales & Adoption Metrics <ul style="list-style-type: none"> • Number of Participating Entities Served Tracked monthly to measure contract reach and onboarding progress. <ul style="list-style-type: none"> • Total Vehicles Delivered Under Sourcewell Compared against quarterly targets and historical contract performance. <ul style="list-style-type: none"> • Sales Volume by Region and Segment Allows us to identify high-performing markets and focus outreach accordingly. 2. Customer Service Metrics <ul style="list-style-type: none"> • Average Response Time to Quote Requests Goal: Respond within 1 business day on average. <ul style="list-style-type: none"> • Order-to-Delivery Turnaround Time Measured from PO acceptance to vehicle handoff, segmented by vehicle type and upfit status. <ul style="list-style-type: none"> • Issue Resolution Time Tracked for warranty, delivery, or documentation issues. Goal: Initiate resolution within 1 business day. 3. Engagement & Marketing Metrics <ul style="list-style-type: none"> • Contract Landing Page Visits and Quote Form Submissions Gauges interest generated through our digital campaigns and education efforts. <ul style="list-style-type: none"> • Email Campaign Open and Click-Through Rates Used to refine messaging to procurement professionals and fleet managers. <ul style="list-style-type: none"> • Webinar and Trade Show Participation Tracked by attendance and post-event follow-up conversion rates. 4. Compliance & Reporting Metrics <ul style="list-style-type: none"> • Timely Submission of Quarterly Sales Reports Monitored to ensure Sourcewell receives complete and accurate data. <ul style="list-style-type: none"> • Administrative Fee Accuracy Reconciled each quarter with actual transaction records to maintain transparency. 	*
73	<p>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.</p>	<p>Sutton Ford Inc. proposes that an administrative fee will be 1% of the total transaction price, which is inclusive of all aftermarket equipment. In cases where the calculated 1% fee is less than \$325, a flat fee of \$325 will be applied. This fee structure is fixed, transparent, and applies uniformly to all transactions under this contract. We are committed to maintaining full compliance with Sourcewell's administrative fee reporting schedule and submission procedures.</p>	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>Sutton Ford's pricing under this Sourcewell proposal is highly competitive and structured to match or outperform what we offer through existing state contracts and other cooperative purchasing agreements. Our pricing reflects volume-based fleet terms typically reserved for large government accounts, ensuring Sourcewell Members receive favorable vehicle pricing that is fully compliant and procurement-ready. What differentiates this Sourcewell pricing is the bundled value we provide at no additional cost:</p> <ul style="list-style-type: none">• No upcharges for cooperative contract participation• Nationwide delivery coordination included• No-cost onboarding and configuration assistance• Participating Entities utilizing Sutton Ford for upfitting benefit from our national supplier volume discounts, regardless of order size <p>This model emphasizes transparency, efficiency, and contract-wide consistency—allowing Participating Entities to confidently leverage Sourcewell without needing to independently negotiate or benchmark pricing. All pricing quoted is Not-to-Exceed our current Sourcewell price file on record; Sutton Ford may offer lower pricing for volume, agency programs, or promotions.</p>

Table 7A: Depth and Breadth of Offered Equipment Products and Services (200 Points, applies to Table 7A, 7B, and 7C or 7D)

Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. Awards under this solicitation for Automobiles, SUVs, Vans, and Light Trucks will be in two (2) categories.

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a proposer offers vehicle solutions with Internal Combustions Engines (ICE) as well as vehicles with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 ONLY.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems ONLY.

Line Item	Category Selection *
75	Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks

Table 7B: Depth and Breadth of Offered Solutions

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Sutton Ford Inc. offers a comprehensive, nationwide vehicle procurement and upfitting solution under Category 1 of Sourcewell RFP #081325. Our offering includes the complete current Model Year Ford lineup, including ICE, hybrid, and EV models—spanning SUVs, vans, trucks, and sedans—paired with government-specific upfitting, Ford OEM fleet software, extended warranty coverage, coordinated delivery, service, and contract support.</p> <hr/> <p>1. New Vehicle Solutions Offered Sutton Ford provides factory-new, current-model-year Ford vehicles in the following classifications:</p> <ul style="list-style-type: none"> • Sport Utility Vehicles (SUVs) <ul style="list-style-type: none"> o Ford Explorer (including Police Interceptor Utility – PIU) o Ford Expedition and Expedition MAX o Ford Bronco o Ford Bronco Sport • Vans <ul style="list-style-type: none"> o Ford Transit Cargo and Passenger Vans (T-150, T-250, T-350) o Configurable for passenger, cargo, or ADA/paratransit use • Light Trucks and Chassis Cabs <ul style="list-style-type: none"> o Ford F-150 (including Police Responder) o Ford F-250, F-350, F350 DRW o Multiple cab, bed, and drivetrain configurations available • Sedans & Coupes <ul style="list-style-type: none"> o Ford Mustang (fleet-eligible trims for administrative or specialty use) <p>All vehicles are ordered via Ford Motor Company's authorized dealer fleet system and delivered unregistered and ready for service.</p> <hr/> <p>2. Turnkey Upfitting Solutions Sutton Ford offers certified vehicle upfitting tailored to public-sector requirements. Upfits include:</p> <ul style="list-style-type: none"> • Law Enforcement Packages <ul style="list-style-type: none"> o Push bumpers, lightbars, sirens, prisoner partitions, K9 inserts o Installed using equipment from Setina, Federal Signal, Havis • Utility & Public Works Upfits <ul style="list-style-type: none"> o Service bodies, tool storage, ladder racks, liftgates, snowplows o Partners include Holman, WeatherGuard, Knapheide, and Reading • ADA & Transit Configurations <ul style="list-style-type: none"> o Wheelchair lifts, flooring, safety restraints o FMVSS- and ADA-compliant solutions for side or rear entry • Graphics & Striping <ul style="list-style-type: none"> o Reflective decals, municipal branding, unit numbers, full wraps <p>All upfit work is performed at Frontline Vehicle Supply (Cocoa, FL), Federal Signal (University Park, IL), or onsite at our partner third-party body modifier facilities, using certified technicians and public-sector build standards.</p> <hr/> <p>3. Ford Software & Telematics Solutions Sutton Ford provides Ford OEM software to enhance fleet management capabilities:</p> <ul style="list-style-type: none"> • Ford Pro™ Telematics Essentials (Free) <ul style="list-style-type: none"> o Vehicle health alerts, diagnostics, location data • Ford Pro™ Telematics (Paid) <ul style="list-style-type: none"> o Real-time driver behavior insights, fuel tracking, geofencing, usage analytics • Ford Data Services™ <ul style="list-style-type: none"> o API access for integration with third-party fleet platforms <p>Our team assists with setup, onboarding, and configuration to support agency-specific data needs.</p> <hr/> <p>4. Nationwide Delivery & Service Network We deliver and support vehicles across the U.S. through:</p> <ul style="list-style-type: none"> • Nationwide Delivery <ul style="list-style-type: none"> o Door-to-door transport, with pre-delivery inspections and staging • National Ford Dealer Network <ul style="list-style-type: none"> o Access to over 3,000 certified service centers for warranty and maintenance • Supplemental support from our partner upfitting vendor service networks <hr/> <p>5. Warranty Coverage Vehicles are covered under Ford's new vehicle warranties:</p>

- 3 years / 36,000 miles bumper-to-bumper
 - 5 years / 60,000 miles powertrain (gas)
 - 5 years / 100,000 miles powertrain (diesel)
- Upfit components carry manufacturer warranties, typically 3 years / 36,000 miles or more, supported by installation partners.

6. Available Extended Warranty Coverage Options

Sutton Ford offers Ford Protect® extended service plans, available at time of order:

- PremiumCARE – Comprehensive coverage (electronics, HVAC, suspension), up to 8 yrs / 150,000 mi
- PowertrainCARE – Engine, transmission, and drivetrain
- DieselCARE – Diesel component protection for Super Duty platforms
- Commercial VehicleCARE – Tailored for fleet and utility vehicles, may include upfit coverage

Plans can be bundled with vehicle purchases and added to the pricing schedule.

7. Additional Support Services
- Included services offered to Sourcewell Participating Entities:
- Vehicle configuration consulting
 - Specification reviews, build optimization, Ford fleet code guidance
 - Quote & order support
 - o Sourcewell-specific quote templates and preloaded pricing
 - Post-sale warranty coordination
 - o Administration of Ford and upfit warranties
 - Compliance & procurement assistance
 - o Cooperative contract onboarding
 - o Agency-specific documentation support

Summary

Sutton Ford Inc. offers a full turnkey solution tailored for Sourcewell Members, including new Ford ICE vehicles, custom upfitting, Ford software platforms, extended warranty programs, and nationwide delivery and support. With dedicated fleet infrastructure in Illinois and Florida and backed by the vast Ford and partner service network, Sutton Ford is equipped to serve public-sector fleets of all sizes and functions throughout the United States.

77	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>1. Government and Administrative Fleet Vehicles</p> <ul style="list-style-type: none"> Sedans, SUVs, and light-duty pickups used by municipal and state agencies for administrative, inspection, or operational support. <p>Subcategories:</p> <ul style="list-style-type: none"> Hybrid and Electric Powertrain Offerings Turnkey Vehicle Upfitting and Equipment Installation Fleet Technology and Telematics Solutions Extended Warranty and Lifecycle Support Plans Nationwide Delivery and Service Network <hr/> <p>2. Law Enforcement and Emergency Response Vehicles</p> <ul style="list-style-type: none"> Pursuit-rated and specialty police vehicles, including the Ford Police Interceptor Utility, F-150 Police Responder, and administrative fleet units. <p>Subcategories:</p> <ul style="list-style-type: none"> Hybrid and Electric Powertrain Offerings (e.g., hybrid PIU configurations) Turnkey Vehicle Upfitting and Equipment Installation (lighting, K9, prisoner partitions, consoles, decals) Fleet Technology and Telematics Solutions (Ford Pro™ with GPS, diagnostics, driver behavior) Extended Warranty and Lifecycle Support Plans (Police-specific PremiumCARE and drivetrain protection) Nationwide Delivery and Service Network <hr/> <p>3. Utility, Public Works, and Maintenance Trucks</p> <ul style="list-style-type: none"> Super Duty trucks (F-250 to F-350DRW Pickups) and upfitted for vocational uses such as public works, maintenance, sanitation, or field response. <p>Subcategories:</p> <ul style="list-style-type: none"> Hybrid and Electric Powertrain Offerings (F-150 Hybrid / F-150 Lightning) Turnkey Vehicle Upfitting and Equipment Installation (service bodies, tool racks, plows, utility beds) Fleet Technology and Telematics Solutions Extended Warranty and Lifecycle Support Plans Nationwide Delivery and Service Network <hr/> <p>4. ADA-Compliant and Paratransit Vans</p> <ul style="list-style-type: none"> Ford Transit vans configured with ADA lifts, restraints, and accessible layouts for public transportation and health services. <p>Subcategories:</p> <ul style="list-style-type: none"> Hybrid and Electric Powertrain Offerings (E-Transit) Turnkey Vehicle Upfitting and Equipment Installation (wheelchair lifts, flooring, signage, prisoner securement systems) Fleet Technology and Telematics Solutions Extended Warranty and Lifecycle Support Plans Nationwide Delivery and Service Network
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Table 7C: Depth and Breadth - Category 1 - All Engine Types

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.

☐ We will not be submitting for Table 7C: Depth and Breadth - Category 1 - All Engine Types

Line Item	Category or Type	Offered *	Comments
78	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ford Mustang
79	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mustang Mach-E Bronco Sport Bronco Explorer Explorer Police Interceptor Expedition / Expedition Max
80	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	Transit E-Transit
81	Light Trucks (half ton, three quarter ton, and one ton)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Maverick Ranger F-150 F-150 Lightning F-250 Super Duty Pickup SRW F-350 Super Duty Pickup SRW F-350 Super Duty Pickup DRW
82	Vehicles of the types and classifications in 78-81 above with upfitting designed for Public Safety Applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	All vehicles offered have Public Safety Applications and aftermarket Equipment offered by us and our supplier partners.
83	Vehicles of the types and classifications in 78-81 above with upfitting designed for ADA and Paratransit Applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	Transit has upfitting designed for ADA and Paratransit Applications that we offer through our Vendor Network.
84	Vehicles of the types and classifications in 78-81 above with upfitting designed for Service Body and Utility Bed for Light Truck	<input checked="" type="radio"/> Yes <input type="radio"/> No	The complete Super Duty lineup has upfitting designed for Service Body and Utility Bed for Light Truck offered through our Supplier Partner Network.
85	Conventional Internal Combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	All offerings made under this section have Conventional Internal Combustion Engine Offerings.
86	Natural gas, propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	Explorer Police Interceptor Hybrid Maverick Hybrid F-150 PowerBoost Hybrid Engine
87	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mustang Mach-E F-150 Lightning E-Transit

Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

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.

☒ We will not be submitting for Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Line Item	Category or Type	Offered *	Comments
88	Automobiles	<input type="radio"/> Yes <input type="radio"/> No	
89	Sport Utility Vehicles	<input type="radio"/> Yes <input type="radio"/> No	
90	Vans	<input type="radio"/> Yes <input type="radio"/> No	
91	Light Trucks (half ton, three quarter ton, and one ton)	<input type="radio"/> Yes <input type="radio"/> No	
92	Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications	<input type="radio"/> Yes <input type="radio"/> No	
93	Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications	<input type="radio"/> Yes <input type="radio"/> No	
94	Vehicles of the types and classifications in 88-91 above with upfitting designed for Service Body and Utility Bed for Light Truck	<input type="radio"/> Yes <input type="radio"/> No	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 95. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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](#) - MASTER PRICING SUBMISSION - SOURCEWELL.pdf - Wednesday August 13, 2025 11:27:41
- [Financial Strength and Stability](#) - SOURCEWELL FIN PACKET-SUTTON FORD.pdf - Sunday August 10, 2025 11:26:36
- [Marketing Plan/Samples](#) - Marketing Slide Deck.pdf - Wednesday August 13, 2025 12:24:07
- [WMBE/MBE/SBE or Related Certificates](#) - MBE WBE CERTS FILE.pdf - Wednesday August 13, 2025 10:53:44
- [Standard Transaction Document Samples](#) - Transaction Paperwork and Ordering Packet.pdf - Monday August 11, 2025 14:52:56
- [Requested Exceptions](#) - RFP_081325_Master_Agreement_SuttonAutoTeam.pdf - Wednesday August 13, 2025 12:47:07
- [Upload Additional Document](#) - CERT 8.01.2025 - Sourcewell - Revised.pdf - Monday August 04, 2025 15:46:59

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. - ALEX KADISH, VP OF FLEET OPERATIONS , SUTTON FORD INC

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_6_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Tue August 5 2025 09:12 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon August 4 2025 08:59 AM	<input checked="" type="checkbox"/>	2
Addendum_4_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 30 2025 08:06 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon July 28 2025 07:50 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Fri July 25 2025 08:11 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 23 2025 04:15 PM	<input checked="" type="checkbox"/>	2