



## The City of Lee's Summit

### Final Agenda

#### Public Works Committee

Monday, April 13, 2026

4:30 PM

City Council Chambers  
and Via Video Conference

220 SE Green Street

Lee's Summit, MO 64063

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Notice is hereby given that the Public Works Committee for the City of Lee's Summit will meet in Regular Session on Monday, April 13, 2026, at 4:30 p.m. in person and via video conference as provided by Section 2-50 of the City of Lee's Summit Code of Ordinances, adopted by the City Council on June 15, 2021, Ordinance No. 9172. Persons wishing to comment on any item of business on the agenda via video conference may do so by sending a request prior to 12:00 p.m. on Monday, April 13, 2026, to the City Clerk at [clerk@cityofls.net](mailto:clerk@cityofls.net) to attend the meeting on the video conferencing platform. The City Clerk will provide instructions regarding how to attend by this method. The meeting can be viewed on the City's YouTube Channel ([YouTube.com/@cityofls](https://www.youtube.com/@cityofls)), the City's website ([WatchLS.net](http://WatchLS.net)) and on various cable providers (Spectrum Channel 2 & Comcast Channel 7).

**1. Call to Order**

**2. Roll Call**

**3. Approval of Agenda**

**4. Public Comments**

**5. Business**

- A. [2026-7537](#) Approval of the March 9, 2026, Public Works Committee Action Letter
  
- B. [BILL NO. 26-073](#) An Ordinance approving a cooperative agreement 2026-060 with AccuBrine LLC., and authorizing the City Manager to execute an agreement for the same. (PWC 4/13/26)

Presenter: Shawn Graff, Assistant Director of Public Works Operations

- C. [BILL NO. 26-074](#) An Ordinance approving Work Order No. 3 to the On-Call Agreement for Professional Engineering Services No. 2026-061-3 (RFQ No. 2025-016) dated February 5, 2026 between the City of Lee's Summit, Missouri and HDR Engineering, Inc., for Professional Engineering Services for Project No. 1104 MBC-Winnebago EFHB, for a not to exceed amount of \$174,895.00, and authorizing the City Manager to execute an agreement for the same. (PWC 4/13/26)
- Presenter:** Lisa O'Dell  
Deputy Director of Water Utilities
- D. [BILL NO. 26-075](#) An Ordinance authorizing the use of a parts and service contract with Ford Motor Company authorized dealership for maintenance and repair of municipal vehicles. (PWC 4/13/26)
- Presenter:** Mark Stinson, Fleet Manager
- E. [BILL NO. 26-076](#) An Ordinance approving an amendment to an agreement between the City of Lee's Summit, Missouri and the United States Geologic Survey for the Installation and Maintenance of Stream Gages and authorizing the Mayor to execute the same. (PWC 4/13/26)
- Presenter:** George Binger, Deputy Director of Public Works/City Engineer
- F. [BILL NO. 26-077](#) An Ordinance awarding the bid for Project No. P-296 SS for the Surface Seal FY27 Program to Vance Brothers, LLC in the amount of \$1,310,772.82 and authorizing the City Manager to execute an agreement for the same. (PWC 4/13/26)
- Presenter:** Vince Schmoeger, Project Manager
- G. [BILL NO. 26-078](#) An Ordinance awarding the bid for Project No. P-296 OV for the Mill & Overlay FY27 Program to Ideker, Inc. in the amount of \$4,256,868.18 and authorizing the City Manager to execute an agreement for the same. (PWC 4/13/26)
- Presenter:** Vince Schmoeger, Project Manager
- H. [2026-7531](#) FY27 DRAFT Capital Improvement Plan
- Presenter:** Michael Park, Director of Public Works

## 6. Roundtable

## 7. Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

## Packet Information

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**File #:** 2026-7537, **Version:** 1

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Approval of the March 9, 2026, Public Works Committee Action Letter

**The City of Lee's Summit**  
**Action Letter**  
**Public Works Committee**

Monday, March 9, 2026

4:30 PM

City Council Chambers  
and Via Video Conference  
220 SE Green Street  
Lee's Summit, MO 64063

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Notice is hereby given that the Public Works Committee for the City of Lee's Summit will meet in Regular Session on Monday, March 9, 2026, at 4:30 p.m. in person and via video conference as provided by Section 2-50 of the City of Lee's Summit Code of Ordinances, adopted by the City Council on June 15, 2021, Ordinance No. 9172. Persons wishing to comment on any item of business on the agenda via video conference may do so by sending a request prior to 12:00 p.m. on Monday, March 9, 2026, to the City Clerk at [clerk@cityofls.net](mailto:clerk@cityofls.net) to attend the meeting on the video conferencing platform. The City Clerk will provide instructions regarding how to attend by this method. The meeting can be viewed on the City's YouTube Channel ([YouTube.com/@cityofLS](https://www.youtube.com/@cityofLS)), the City's website ([WatchLS.net](http://WatchLS.net)) and on various cable providers (Spectrum Channel 2 & Comcast Channel 7).

**1. Call to Order**

The March 9, 2026, Public Works Committee meeting was called to order by Chair Prier, at 4:33 p.m. at City Hall, 220 SE Green Street, in the City Council Chambers. Notice had been provided by posting the meeting notice with a tentative agenda, at least 24 hours in advance of the meeting, at both entrances to City Hall and online.

**2. Roll Call**

**Present:** 3 - Chairperson Mia Prier  
Vice Chair Cynda Rader  
Councilmember Trish Carlyle

**Absent:** 2 - Councilmember Faith Hodges  
Alternate Donnie Funk

**3. Approval of Agenda**

A motion was made by Councilmember Carlyle, seconded by Vice Chair Rader, to approve the agenda as posted. The motion carried by an unanimous 3-0 vote (Councilmember Hodges absent).

**4. Public Comments**

None.

**5. Business**

Public Works Committee

Action Letter

March 9, 2026

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- A. [2026-7503](#) Approval of the February 9, 2026, Public Works Committee Action Letter
- A motion was made by Vice Chair Rader, seconded by Councilmember Carlyle, to approve the Public Works Action Letter dated Feb. 9, 2026. The motion carried by an unanimous 3-0 vote (Councilmember Hodges absent).**

- B. [BILL NO. 26-056](#) An Ordinance authorizing the execution of a work order in accordance with the City's on-call construction services agreement (Contract 2024-057-1) with TC Fuller Construction LLC., for the expansion of the Water Utilities Service Center Parking Lot in the amount of \$102,204.23, and authorizing the City Manager to execute all necessary documents. (PWC 3/9/26)

**A motion was made by Councilmember Carlyle, seconded by Vice Chair Rader, that this Ordinance be recommended for approval to the City Council. The motion carried by an unanimous 3-0 vote (Councilmember Hodges absent).**

- C. [BILL NO. 26-057](#) An Ordinance authorizing the execution of a ground lease agreement by and between the City of Lee's Summit and TM Aviation, LLC (TMA) for a period of 30 years with options for two additional ten-year terms for the development of a Hangar located at the Kansas City/Lee's Summit Regional Airport and authorizing the Mayor to execute an agreement for the same. (PWC 3/9/26)

**A motion was made by Vice Chair Rader, seconded by Councilmember Carlyle, that this Ordinance be recommended for approval to the City Council. The motion carried by an unanimous 3-0 vote (Councilmember Hodges absent).**

- D. [BILL NO. 26-058](#) An Ordinance approving Modification No. 3 to an Agreement for Professional Engineering Services for Douglas Road Improvements - 2nd Street to Chipman Road (RFQ No. 2022-061), between the City of Lee's Summit, Missouri, and Kimley-Horn, for an increase of \$93,730.00 with an amended amount of \$1,442,048.00 and authorizing the City Manager to execute an agreement for the same. (PWC 3/9/26)

**A motion was made by Councilmember Carlyle, seconded by Vice Chair Rader, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote. (Councilmember Hodges absent).**

- E. [2026-7511](#) Presentation: Pavement Management Program

Mr. George Binger, Deputy Director/City Engineer, presented an overview of the Pavement Management Program and the philosophy of how pavements are managed, pavement life index condition assessments and re-construction costs. There is \$9 million per year for the four main programs. Funding comes out of the permanent half-cent transportation sales tax and current augmentation from the 15-year CIP Sales tax, as well as on the Operations side from the General Fund for the on-call contractor. New this year, the City hired a company called Road Asset Services (RAS) that specializes in automated pavement inspections. Staff will then upload this information into the City's GIS Systems. Questions by councilmembers inquired mostly on the difference between concrete versus asphalt and which roadways in the City are concrete.

**This Presentation was received and filed.**

## 6. Roundtable

Mr. Michael Park, Director of Public Works, noted that staff will hold an in-person public meeting from 4:30 to 6:30 p.m. on March 26, for the Southeast Douglas Street from Blue Parkway to Fourth Street project. Olive and Orchard construction has started, as well as Northwest Ward Road and Northwest Blue Parkway. Mr. Park also mentioned staff has a new P.E. (Professional Engineer) in their ranks as Mr. John Persing, Staff Engineer, recently passed his exams.

## 7. Adjournment

The March 9, 2026, Public Works Committee was adjourned by Chair Prier at 5:19 p.m.

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "[lsmo.legistar.com](https://lsmo.legistar.com)"

## Packet Information

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**File #:** BILL NO. 26-073, **Version:** 1

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An Ordinance approving a cooperative agreement 2026-060 with AccuBrine LLC., and authorizing the City Manager to execute an agreement for the same. (PWC 4/13/26)

Issue/Request:

An Ordinance approving a cooperative agreement 2026-060 with AccuBrine LLC., and authorizing the City Manager to execute an agreement for the same.

Key Issues:

- The City utilizes salt brine as an anti-icing and deicing solution for snow control.
- The brine maker was installed in 2016 and the computer and controls are reaching end of life.
- The computer and mixing system are crucial for ensuring the precise percentages of solution mixed.
- The computer and mixing system update will ensure years of reliable brine production for use during winter weather.
- The funding for a computer and mixing system update was included in the City Council adopted FY26 Budget and this purchase is proposed for City Council consideration in accordance with the Procurement Policy.

Proposed Committee Motion:

I move to recommend to City Council an Ordinance approving a cooperative agreement 2026-060 with AccuBrine LLC., and authorizing the City Manager to execute an agreement for the same.

Background:

In 2015 Public Works purchased the brine maker system from AccuBrine. The brine system is an automated brine maker that mixes salt and water to a precise blend to assist in melting ice from the roadways during winter weather. Part of the brine system includes a computer that controls valves, sensors and brine production. The computer and mixing system is ten years old and parts are becoming obsolete. This purchase will replace the computer system and the mixing system to the updated equipment currently used on the AccuBrine NXT Gen Brine Maker. The remainder of the system includes the mixing tank, truck loading system and storage tank battery is in good condition and does not need to be replaced.

Shawn Graff, Assistant Director of Public Works Operations

Recommendation: Staff recommends approval of the purchase of the AccuBrine NXT Gen Brine Maker from

Accubrine LLC.

Committee Recommendation: I move to recommend to City Council an Ordinance approving the award of Bid No. 2026-060 for the purchase of AccuBrine NXT Gen Brine Maker from AccuBrine LLC., and authorizing the City Manager to execute an agreement for the same.

## **BILL NO. 26-**

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AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT 2026-060 WITH ACCUBRINE LLC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, the City utilizes salt brine as an anti-icing and de-icing solution for snow control; and,

WHEREAS, the brine maker was installed in 2016 and the computer and controls are reaching end of life; and,

WHEREAS, the computer and mixing system are crucial for ensuring the precise percentage of solution mixed; and,

WHEREAS, the computer and mixing system update will ensure years of reliable brine production for use during winter weather; and,

WHEREAS, the City desires to use Sourcewell Cooperative agreement 2026-060 with AccuBrine LLC. for the purchase of the computer and necessary components to upgrade the brine maker.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The work order, attached hereto as Exhibit A and incorporated by reference, is hereby approved and the City Manager, or designee, is hereby authorized to execute the same or substantially similar on behalf of the City of Lee's Summit, Missouri.

SECTION 2. The City Manager, or designee, is further authorized to take such further action and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 4. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

**BILL NO. 26-**

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PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian W. Head*

**COOPERATIVE PURCHASING AGREEMENT BETWEEN  
THE CITY OF LEE'S SUMMIT AND  
ACCUBRINE, LLC**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and AccuBrine, LLC, Inc. (the "Vendor") under the Terms and Conditions of the Sourcewell Cooperative Purchasing Agreement #1423. The City and the Vendor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. The City is permitted to purchase such products and services under the Base Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the Base Contract permits its cooperative use by other public entities, including the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. After a competitive procurement process, Sourcewell ("Original Purchaser") entered into Contract #031423 dated July 2, 2025 (the "Base Contract"), for the Vendor to provide Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems. The Base Contract is incorporated herein by reference as though fully set forth, to the extent not inconsistent with this Agreement.

The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Base Contract and this Agreement, and (ii) establishing the terms and conditions by which the Vendor may provide the City with Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems, as more particularly set forth in Section 2 below (the "Services").

2. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth below and shall remain in full force and effect until the end of the term of Base Contract, unless terminated as otherwise provided in this Agreement.

3. Scope of Work. Vendor shall provide the Services as set forth in the Section 2 of the Base Contract.

4. Work Authorization/E-Verify. Pursuant Section 285.530, RSMo., if this Agreement exceeds five thousand dollars (\$5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.

5. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted

for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

6. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri and suit pertaining to this Agreement may be brought and maintained only in courts in Jackson County, Missouri.

7. Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

8. Rights and Privileges. The City shall be afforded all of the rights and privileges afforded to Original Purchaser in the Base Contract that are incorporated herein by reference.

9. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 7 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Original Purchaser to the extent provided under the Base Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

In addition to the insurance requirements set forth in the Base Contract, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you."

10. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Mark Dunning, City Manager

Date \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Trisha Fowler Arcuri, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Edward Rucker,  
Chief Counsel of Management and Operations

**ACCUBRINE, LLC**

By Aaron Keneby

Print Name AARON KENEBY

Title GENERAL MANAGER

Date 3/9/2026

**Solicitation Number: RFP #031423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cargill, Inc., 24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *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, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. 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.
- b. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

**4. Termination.** Upon the termination of this Contract 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.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. 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 be in compliance with all applicable Davis-Bacon Act provisions.

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

D. 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 contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. 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 Contract will comply with applicable requirements as referenced above.

F. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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 Contract 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.

L. 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.

M. 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.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract 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 Contract or any purchase by an authorized user.

O. 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 Contract or any purchase by a Participating Entity.

P. 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.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract 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.

R. 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.

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

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

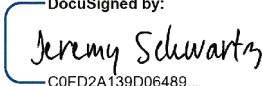
## **22. CANCELLATION**


Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Cargill, Inc.

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 5/17/2023 | 6:39 PM CDT  
 Date: \_\_\_\_\_

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Adam Donegan  
 Title: Government Sales Lead  
 6/27/2023 | 12:41 PM CDT  
 Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
 By: \_\_\_\_\_  
 Chad Coquette  
 Title: Executive Director/CEO  
 6/27/2023 | 12:42 PM CDT  
 Date: \_\_\_\_\_

# RFP 031423 - Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems

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## Vendor Details

Company Name: Cargill Salt  
Does your company conduct business under any other name? If yes, please state: Cargill Road Safety  
Address: 24950 Country Club Blvd.  
Suite 450  
North Olmsted, Ohio 44070  
Contact: Jim Anderson  
Email: jim\_a\_anderson@cargill.com  
Phone: 612-812-0051  
Fax: 440-716-0692  
HST#: 41-0177680

## Submission Details

Created On: Monday January 30, 2023 14:07:46  
Submitted On: Friday March 10, 2023 12:56:05  
Submitted By: Jim Anderson  
Email: jim\_a\_anderson@cargill.com  
Transaction #: 5e30b95b-9e1a-46f8-a083-d019da9746f5  
Submitter's IP Address: 161.69.57.14

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Cargill, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Cargill Salt
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Cargill Road Safety
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code 3LAA7
5	Proposer Physical Address:	24950 Country Club Blvd. Suite 450 North Olmsted, Ohio 44070
6	Proposer website address (or addresses):	<a href="https://www.cargill.com/industrial/winter-road-maintenance/winter-maintenance">https://www.cargill.com/industrial/winter-road-maintenance/winter-maintenance</a>
7	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 and, in the event of award, will be expected to execute the resulting contract):	Adam Donegan Government Sales Lead adam_donegan@cargill.com 10922 Hidden Meadow Trail Corning, NY 14830 607-542-6038
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jim Anderson District Sales Manager 967 Sunny Ridge Drive Carver, MN 55315 jim_a_anderson@cargill.com 612-812-0051
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aaron Keeney Road Safety Technical Services and Applications Lead 8119 Hopper Road Cincinnati, OH 45255 aaron_keeney@cargill.com 513-630-6912

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Cargill has been in business for over 150 years. Today, Cargill is the largest privately held company in the United States with over 165,000 employees. Every day our mission is to nourish the world in a safe, responsible and sustainable way. We have businesses around food ingredients and bio-industrial, animal nutrition, agriculture and supply chain, metals and shipping and protein and salt.</p> <p>The Protein and Salt Platform is broken into multiple segments including Food, Road Safety, Water Quality and Growth Ventures. Our salt is used in food, agriculture, water softening and deicing. We have significant operations in the US and Canada, Central America, China &amp; Southeast Asia and the UK.</p> <p>The Road Safety division of Cargill Salt is Headquartered in North Olmsted, Ohio, and has been a premier deicing solutions provider in North America since 1997. With operating facilities that are strategically placed across North America, we strive to provide our customers with deicing solutions that save lives, enhance commerce and reduce environmental impact.</p> <p>We strive to be more than a vendor. We strive to be a company you can depend on to deliver cost effective, environmentally conscious, high performing products. We understand the importance of keeping roads safe in winter and we understand it cannot come at the expense of the environment. Through collaboration with our customers and a commitment to research and development, we are developing products and services that help keep North America moving in winter times in a manner that is best for the end users of our technologies and Mother Nature.</p> <p>In addition, we have been the industry leader in brine makers for over 15 years. Our business of being focused providing solutions that enhance commerce, keep roads safe and on reduce the environmental impact of salt by providing unique solutions has been a reason why government agencies chose to work with Cargill.</p> <p>Finally, we continue to innovate and create new and unique ways of doing business with our customers. Cargill looks for ways to enable customers to not only use their existing products and services provided by Cargill but we look for ways to extend the life of those products and ways to reduce the impact of those products on our environment. That is the drive behind the use of less salt, products that do not rust or deteriorate in a short timeframe and services provided by Cargill employees that meet and exceed the standards and expectations of our customers. We want our customers to see and understand we are a partner in everything we do with them around winter maintenance.</p>
11	What are your company's expectations in the event of an award?	<p>We would expect the award by Sourcewell to generate numerous sales that we may not win in a bid scenario. Per the Sourcewell reporting provided to vendors in this Category, Cargill continues to be the substantial and consistent leader in the use of the Sourcewell contract. In 2021 (see attached from Sourcewell) Cargill had over 79% of the sales in the category. In 2022, (see attached from Sourcewell) Cargill had over 60% of the awarded purchases in this category. We would continue to use this award to promote our salt, brine and equipment in every opportunity. Our District Managers are trained and always confirm with the prospect that the agency is a Sourcewell Member and Cargill has an awarded contract with Sourcewell. We always check to see if a prospective agency is a member and even share with agencies that are not members the benefits and advantages of being a Sourcewell member, encourage them to visit with a Sourcewell Development Administrator on how they can get set up with Sourcewell and then acquire our equipment via Sourcewell.</p>
12	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.	<p>See attached financial strength document.</p> <p>Cargill is the largest privately held company in the USA</p> <p>Cargill had sales in 2022 of \$180Billion and profits normally are \$3-4Billion with over 165,000 employees world wide.</p>

13	What is your US market share for the solutions that you are proposing?	Cargill continues to be the market share leader in Salt and brine maker products. There are other companies that sell one or the other, but Cargill is the only company in the industry to sell salt, treated salt, salt brine and salt brine production equipment. In a normal bidding season, Cargill will provide over 25% of all salt and related products to government agencies. Cargill traditionally has the largest percentage of business in the salt and application products. This is tracked on an annual basis based on awards won by our company. Cargill is able to maintain or even increase this market share because Cargill Salt owns and operates 2 salt mines in the US Market. One underneath Lake Erie in Ohio and one underneath a lake in New York State that enables us to mine, sell and service government agencies with salt with millions of tons of salt per year. In addition, we have relationships with many salt mines in the world to access and salt and sell into the US and Canadian markets to service government agencies with the need to keep roads clear of snow and ice during the winter driving season.	*
14	What is your Canadian market share for the solutions that you are proposing?	Cargill is the only company in Canada that sells salt, treated salt and salt brine productions systems. There are a few companies that sell one or the other, but Cargill is the only company in the industry that sells both salt and brine equipment. We continue to develop long standing relationships with many of the Provinces and the cities and municipalities in each of those Provinces for salt and equipment sales. One of our continued focuses is on ways of servicing our Canadian customers while working within the legal guidelines set up by the Government of Canada in order to not do anything that would be considered illegal. Canada has very strict rules around service coming in from the USA, so Cargill has employees in Canada for sales and then we work with companies and their employees in Canada to ensure they are trained to provide the service work for any equipment sales.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Cargill has never in their 150+ years of existence ever petitioned for any kind of bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. 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?	B. Cargill uses employees and it includes 5 district managers overseeing their respective geographic locations for both salt products and equipment. In a few geographic locations, Cargill also has equipment dealers that represent Cargill and sell our equipment to government agencies. Our district managers sell brine makers and salt products directly to agencies in their districts. Our brine maker dealers and district managers regularly travel together and work hand in hand to assist with government agencies looking at Cargill salt and brine makers. We work together in order to provide the best solutions for agencies and have constant and continual communication with each other to ensure a strong relationship. In addition, our technical installation and service staff work very closely with our dealers and agencies that purchase directly from the dealer. Cargill technicians provide the service after dealers make the equipment sale to ensure the agency is being provided the installation, training and commissioning of the equipment. Most importantly, Cargill and dealers work very closely together as an entire team to support our Sourcewell members.	*
17	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.	No licenses or certifications being pursued for this RFP.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No Suspensions or Disbarments to report.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Although there are no industry awards for brine makers, Cargill is continually recognized by State Governments, County, City and municipalities as a leader in the industry for brine makers. We hold state contract awards with many of the states in the USA. Even in States we have awarded contracts, we always encourage the agency to use Sourcewell as a purchasing option.
20	What percentage of your sales are to the governmental sector in the past three years	A vast majority of Cargill brine makers and salt sales are to government entities. We do have a segment of our business that sell, service and support commercial customers but the percentage of sales to government in all sectors is greater than 90%.
21	What percentage of your sales are to the education sector in the past three years	Cargill sells salt products and brine makers to public schools, colleges and universities across the USA. It is approximately +/- 5% of our overall sales a year.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cargill holds state contracts with many states throughout the USA. Cargill has state contracts with several states including Minnesota, Iowa, Illinois, Indiana, Michigan, Ohio, Pennsylvania, Virginia, West Virginia, New York, Connecticut, Maine, Maryland, Massachusetts Commonwealth, New Hampshire, New Jersey, North Carolina, Vermont, Rhode Island, Tennessee, City of Milwaukee, City of Cleveland, and hundreds of other municipalities. The annual sales range from hundreds of thousands of dollars to many millions depending on the agency.  Cargill does not, however, participate in any other cooperative purchasing contracts outside of Sourcewell. We believe that the Sourcewell contract provides us with the best possible avenue to reach, service, support and sell products and services too and we are very much aligned with the goals and focus of Sourcewell to meet the needs of its members.
23	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?	Cargill does not hold any GSA contracts.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Brooklyn Center, MN	Pete Moen pmoen@ci.brooklyn-center.mn.us	763-585-7102
City of Topeka, KS	Todd Workman tworkman@topeka.org	785-207-7454
City of Westfield, MA	Tammy Tefft t.tefft@cityofwestfield.org	413-572-6254

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
State of New York DOT	Government	New York - NY	Brine makers, white salt and ClearLane	hundreds of thousands up to millions.	Multiple Millions of Dollars *
State of Ohio DOT	Government	Ohio - OH	Brine makers, white salt and ClearLane	hundreds of thousands up to millions.	Multiple Millions of Dollars *
State of Pennsylvania DOT	Government	Pennsylvania - PA	Brine makers, white salt and ClearLane	hundreds of thousands up to millions.	Multiple Millions of Dollars *
State of Illinois DOT	Government	Illinois - IL	white salt and ClearLane	hundreds of thousands up to millions.	Multiple Millions of Dollars *
State of Minnesota DOT	Government	Minnesota - MN	Brine makers, white salt and ClearLane	hundreds of thousands up to millions.	Multiple Millions of Dollars *

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
26	Sales force.	<p>Cargill has both a direct sales force and also has relationships with a network of dealers across the USA and Canada to promote and sell our brine makers. The sales force includes 5 District Managers in the USA and 3 in Canada that work directly with government agencies who wish to procure products and services using Sourcewell.</p> <p>1 District Manager for the states including the states of s Maine, New Hampshire, Vermont, Massachusetts, Connecticut and Rhode Island and New York.</p> <p>1 District Manager for the states of Pennsylvania, Maryland, New Jersey, Delaware, Virginia, North and South Carolina and Georgia</p> <p>1 District Manager for the states of Ohio, Kentucky, Tennessee, Michigan, Virginia, Mississippi, Alabama and Florida</p> <p>1 District Manager for the states including Illinois, Missouri, Arkansas, Minnesota, Wisconsin, Iowa, North and South Dakota, Kansas, Nebraska, Texas, Oklahoma and Louisiana.</p> <p>1 District Manager for the states that include Washington, Oregon, California, Arizona, Nevada, New Mexico, Utah, Montana, Colorado, Wyoming, Idaho and Alaska.</p> <p>1 Government Sales Lead that overseas the team and responsible for the USA</p> <p>In Canada we have 2 District Managers that cover everything from Ontario to the East and 1 Government Sales Lead that overseas the same Provinces.</p>
27	Dealer network or other distribution methods.	<p>Cargill District Managers work with a group of dealers and those dealers will provide the Cargill pricing using Sourcewell to our customers.</p> <p>The dealers include:</p> <p>Monroe Truck Equipment that covers Wisconsin, Iowa and Illinois</p> <p>Bell Equipment that covers Michigan</p> <p>Infrastructure Solutions Group that covers Virginia and Maryland, DC</p> <p>Todaly Unlimited covers Alaska</p> <p>SNT Solutions covers all Provinces from Ontario to the East.</p> <p>In addition, we have several distributors that will procure products from Cargill and resell to government customers as they work with their District Manager on the opportunity.</p>

28	Service force.	Cargill services machines with a 3 tier process. We have employee technicians who install, pre and post season service as well as the ongoing regular service required, and Cargill employees train on all machines in the USA to ensure the highest quality of work. In addition, Cargill has dealer support in Canada. Our dealers are trained to support all of our equipment. We ensure our dealers are always up to date on the latest technology and we frequently check their work by talking to their customers to ensure that the work has been done to Cargill specifications. In addition, we do annual reviews of all customers to ensure that there have been no lapses in service by doing surveys, face to face meetings and calls with customers.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Cargill dealers work with the District Sales Manager on all sales including Sourcewell Sales. If it is a Sourcewell sale, the dealer is provided a Cargill quote letter with all of the Sourcewell prices that are required to be passed along to the Sourcewell Member including the Member ID, the Cargill Contract #. The District Manager also talks with the Sourcewell Member to assure them that they are receiving Sourcewell prices and not the normal MSRP price that non-members are quoted. Our dealers are all very versed in Sourcewell because they all sell other products that are on Sourcewell contracts. Our dealers understand they are not permitted to do any mark ups and because Cargill is quoting to the dealer who is forwarding on the same quote letter to the member, we are able to track every sale made thru dealers. It is one of the requirements we have working with dealers is their understanding and experience with Sourcewell.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Cargill Customer Service has multiple ways for customers to interface with our team. First, we have an 800# that is available 24/7 for customers to talk with and work with us if we are available and in the office. Our customer teams are based in North Olmsted, OH and Wichita, KS and are available from 7amCST-6pmCST. In the winter, when customers are needing to procure salt products from us, they are available on Saturday as well to talk directly with a person. Next, we have a PDL email account that is monitored constantly for orders and they are placed for customers who elect to not use the 800#. Finally we have a Cargill Salt Store that a customer can 24/7 go online and place, track and review a history of all orders. We encourage all customers to have access and be aware of all 3 options so that they can select the option(s) that best meet their needs. As a Customer Service team, Cargill tracks and monitors response rates for all options and Customer Care team members are rewarded and given monetary and End of Year performance scores on how well they serviced our customers. All calls are logged and tracked in Sales Force for both supporting current call and for historical reasons in case there is need for follow up or additional steps. Customer Service team members are given Key Performance Indicators (KPI)s at the beginning of each year that they are expected to meet and are tracked against goals to ensure our customers are receiving the highest service possible when they reach out to our team members.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Cargill is 100% willing and able to sell all of our products and services to a Sourcewell entity. In fact, as sales professionals, one of the very first questions we ask in our discussions is if the agency is a Sourcewell member and how to register if they are not. We encourage all of our agencies to consider Sourcewell so that they can procure the products and services they want without having to do their own bid.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our sales professionals in Canada are versed in Sourcewell but to date we continue to have to explain cooperative purchasing in a more detailed manner. There is much greater hesitancy to use such tools, but we are always recommending the agency look at the benefits and encourage them to get registered so we can offer them Sourcewell pricing in Canada. We are completely able to and willing to sell our products and services in this way in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	there are no limitations from Cargill to sell our products and services in the USA or Canada. Geography is not a barrier as Cargill is a multinational company selling in 70 countries around the world. It is a Cargill strength and specialty to use Cargill logistics to move goods and services around the world.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Cargill does not have limitations on any sector of government business.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Cargill has and continues to sell all of our products in Alaska without limitations or restrictions. If an opportunity came about in Hawaii and a US Territory that required salt or brine making equipment we would be able to sell all of our products and services without limitation or restriction.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	All of our documents and literature pieces have the fact we are an "awarded contract" so that there is a clear visual that we are in a direct relationship with Sourcewell. In addition, all sales people carry Sourcewell brochures and if we find an agency is not a member of Sourcewell, we go into great detail to explain the benefits of the buying power and benefits of belonging to Sourcewell. District Managers also provide and send out the Sourcewell website link frequently after those conversations so that they can do it online. We have used those discussions many times to help Sourcewell add new members or at least create awareness of the benefits of being a member.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Cargill has multiple ways of advertising our products. We do digital banner ads, we sponsor trade association newsletters, links from the APWA Reporter to Cargill Road Safety website, we do our own email blasts for tradeshow and products all featuring Sourcewell. Cargill also features Sourcewell at the bottom of each landing page for the brine makers and our products including the Sourcewell banner. Also we attend many trade shows and always have Sourcewell flags and banners on our equipment and in our booth.  We also promote those products on LinkedIn as well. In addition, we are active on LinkedIn & YouTube with our "Cargill Road Safety" showcase page, and a Winter Maintenance YouTube page. We also have a Cargill Knowledge center blog that allows agencies to access a wide variety of information developed by Dr. Scott Koefod, our Cargill scientist who is an industry leading expert in the field of winter maintenance and what he has uncovered in his 25+ years of researching the effects of salt and chemicals on snow and ice, and "The Virtual Brine Shed" is our latest addition to the Winter Road Maintenance website, which is used to show a visual representation of our brine makers, and to easily access information on each specific machine.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role is to continue to promote and encourage agencies of the benefits of being a member and signing up the agencies to take advantage of the buying power of Sourcewell. In addition, we have used my Sourcewell contact many times to talk with both current and potential agencies about the contract and how Cargill fits inside the Sourcewell contract. They have alleviated any concerns that a member may have regarding the contract or Sourcewell solicitation process.  Cargill's role is to recognize if the agency is a member and make sure the agency takes advantage of the relationship they have with Sourcewell in the buying process. If the agency is not a member, Cargill sales professionals are trained to promote and talk with those agencies during the sales process, explaining the benefits and directing them to the location on the website where they can not only learn more about Sourcewell, but easily register as a member. Cargill sales people have done this for years because we understand the benefits of an agency being a member and how much easier it is for those agencies to purchase our products and services.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our salt customers can use our e-procurement service to place orders for salt in a procurement site called Cargill Salt Store. We also promote this in email blasts and in our conversations with agencies. We have found a substantial increase in orders taken via e-procurement.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Cargill employees installs, trains and services all equipment we sell. We also offer pre-season, post-season shut down plans and maintenance plans. This ensures the peak and optimal experience with our equipment. We offer training refreshers, phone support for customers who wish to contact our technicians.
41	Describe any technological advances that your proposed products or services offer.	<p>The Cargill brine maker has state of the art technology for monitoring of salinity levels. Our patented process of producing brine ensures brine is always the correct concentration. Because it is patented, no one else in the industry has this type of technology. We are use a modular system that allows an agency to build off their original purchase and add functionality around the need to blend multiple additives. It gives an agency the ability to wisely spend their funds versus having to pay for functionality they don't currently need or will never use.</p> <p>The Truck Fill system has the capability of blending multiple products, at different ratios, and goes directly into the truck. We have the ability to track and record production and loaded quantities.</p> <p>Remote access allows an operator to use other devices such a desktop, laptop, smartphone or tablet to view, control, or troubleshoot the machine. The level at which the owner of the AccuBrine wants to provide access is strictly up to the owner.</p> <p>Our systems can fill at multiple volumes from small saddle tanks to large tankers depending on the needs of the customer.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	ClearLane® enhanced deicer works better than raw rock salt because of advanced deicing and patented technology that mixes a salt product treated with a patented liquid magnesium chloride. This reduces the deposit of less chloride and phosphorous, and contributing to less B.O.D. into the environment,
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We have no eco-labels certifications and not applicable
44	Describe 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 of certification (as applicable) in the document upload section of your response.	Cargill is not a woman or minority owned business.
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Cargill is a privately owned multi national corporation that has been in business for more than 150 years. Our strength is in our diversity of products and services we offer. Only by building trusting relationships with a range of partners like Sourcwell can we fulfil our purpose: to nourish the world in a safe, responsible, sustainable way.</p> <p>The user friendly technology we implement, consistently recognized by users, the way we look after the funds agencies use their dollars by providing cost saving solutions and applications and the way we support and service our customers has been noticed over and over again in the industry. Our customers purchase our products and services, because of the significant value we bring to them. They use Sourcwell to procure Cargill products because it constantly meets and exceeds their needs. Our use of previous contracts and the dollars agencies spent using Sourcwell to obtain our products is a testament to why Cargill has been is a tremendous solution on the salt and brine maker solicitation.</p>

**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, Cargill has a 1 year parts and labor warranty on all of our equipment. Customers are also able to procure additional years of warranty for an additional cost.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Cargill equipment has a general warranty with provisions.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If a technician is required during the warranty period, the travel time, labor and mileage are all covered during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Cargill is able to provide warranty and service work in every location we sell equipment.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All parts used on Cargill equipment are part of our warranty.	*
51	What are your proposed exchange and return programs and policies?	Cargill would deal with it on a case by case basis. Our sales and technical teams work very closely with customers before the purchase using engineering plans and multiple pre-call meeting with the customer and technician to ensure there are not reasons to expect or need a return.	*
52	Describe any service contract options for the items included in your proposal.	Cargill service contract items include pre-season, post-season shut down plans and maintenance plans. This ensures the peak and optimal experience with our equipment. We offer training refreshers, phone support and a host of additional services.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cargill terms are net 30 days.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Cargill works with another Sourcewell vendor, National Cooperative Leasing. We connect the agency direct to NCL and we work to promote that payment option to all of our customer who wish to pay over an extended period of time.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cargill identifies for the Sourcewell user both their member ID and the Cargill Contract # on the quote and then as well we make sure the customer knows we are using their Sourcewell member # on the invoice. see Attached documents.	*
56	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?	Cargill does accept P Cards for procurement and payments and there is no additional cost for the use of the card.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Cargill provides a line item discount of 3% off each SKU we have submitted on the Sourcwell bid. See attached document. In addition, labor, freight and any additional parts that are required for the project are discussed with the member and they are added to the quote letter and final invoice.
58	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.	Cargill will provide Sourcwell users a 3% reduced price off the MSRP for each brine maker equipment on the Sourcwell price list.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Yes, if an agency purchases 5 or more machines on one Purchase Order they will receive an additional 1% discount.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". 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.	All products are sourced via a quote using Sourcwell prices we have submitted as part of the solicitation or any changes we have submitted to Sourcwell. Service parts after warranty are also sourced via a quote.
61	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.	Cargill does not include freight to deliver the brine equipment, the labor to install a machine or perform services at a later date, or service parts that may or may not be needed after the warranty has expired. If Cargill or a dealer sells our equipment, freight and labor is a pass thru on the original purchase and there is no markup on either item. Parts are procured from a variety of sources to build and service our machines. These parts all meet our specifications but are procured from a multiple suppliers based on availability. All other items that are part of the acquisition are included in the price of the machine.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is sourced via multiple carriers and we always use the least expensive to the customer and that cost is passed on with no markup.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Cargill would source the most cost effective way to transport equipment to all locations including Alaska and Hawaii and anywhere in North America we sell our equipment, and the cost is passed on to the customer without markup.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Agencies are always welcome to schedule their own pick up or use their own transportation methods, but Cargill has very close and strong national relationships with many Carriers, including our own, that make it very cost effective and is always a pass through with no markup.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Cargill provides Sourcwell Members a 3% discount off MSRP on the brine maker equipment that is "always" better than a price to non-Sourcwell members including State, County and municipal bids.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have an entire team that verifies and manages orders and billing. Our order system has a Sourcewell pricing schedule built into our system so that every Sourcewell purchase is specifically flagged with the correct Sourcewell pricing per our awarded contract. Every order is verified especially when it has unique pricing such as Sourcewell. All District Mangers have a unique pricing sheet that identifies Sourcewell pricing so that they are using the correct pricing for that project being quoted. Our District Managers know the benefits of Sourcewell so we are careful to always use that pricing to give the agency, Cargill and Sourcewell the advantages the contract offers. All Sourcewell sales are also tracked and processed in our Sales Force CRM application for internal audit and verification.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Cargill has many internal tools that we use as metrics to track leads, opportunities and sales. These are proprietary reports written for sales leaders and managers to track sales by many different metrics. One of the reports that we use is a report based on customer and source of the opportunities and sales via a CRM tool called Sales Force. In this tool, we have fields that are specific to Sourcewell for tracking the leads, opportunities and sales using Sourcewell as well reports that enable us to analyze and verify the payment back to Sourcewell on product sales. Sales management and leadership views these report regularly and there are continued discussions with sales professionals on status of business and how we can use the Sourcewell contract to move those leads to opportunities and ultimately to sales using the contract. It is part of the sales manager and sales professional conversation in weekly meetings.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Cargill is very comfortable paying a fee for the opportunity to use Sourcewell to assist us in closing sales. We completely understand the benefit of the contract and what it brings to the table and how it alleviates the need to go out to bid. We understand that there is a cost to managing contracts and the organization as a whole. We have paid 2% in the past and completely agree with and understand the fee. In addition, this fee would never be added to the price of the sale to the Sourcewell Member, this is a fee that Cargill would accept as a cost of doing business with a Sourcewell Member and not passed on to the agency. Cargill would pay Sourcewell the fee based on the product sale of the salt or brine maker equipment but not include freight or labor.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Cargill proposes both a variety of brine makers and options as well as salt and treated salt. Our brine makers meet the needs of both smaller agencies up to the very largest.  AccuBatch® Brine Maker This machine is the top of the line entry-level brine making system and is the only one on the market that features a conductivity sensor for automatic brine concentration measurement. Its simple plug and play design allows for easy setup, maintenance, operation and cleanout. The machine is designed to achieve optimum concentration levels without the additional labor time needed to manually check and re-check and can make 800 gallon batches in approximately 20 minutes. There is also no technical assistance required to install or operate the machine. There is no technical assistance needed. Simply hook up the water and power and begin making your brine with a start of a button. The cleanout is safe and easy by simply opening a valve and letting the sediment flow into a loader bucket.

**AccuBrine® Automated Brine Maker NXT GEN**

This is a very easy to use yet sophisticated brine production system has significant benefits to customers and is capable of producing up to 6,000 gallons per hour. This machine is easy to use, has high end electronic components, the ability to remote access the machine, tank level management logic for truck loading accuracy and reporting, via an Apple® or Android™ mobile device or desktop computer, is the only machine manufactured from marine grade fiberglass to withstand the harsh, corrosive nature of salt, water and winter conditions and unlike other brine makers that require risky, time-consuming manual labor, the cleanout process is completely automatic. The system notifies the operator of the necessary cleanout, rinses itself out, and the sloped floor directs runoff to a designated area. This fully automated system takes brine production to the next level by providing a machine that is very easy to use, yet with the sophistication required in a high end brine maker with a multitude of user benefits.

**AccuBrine® blend truck loading & blending system**

This state-of-the-art system works independently of the brine maker and gives agencies the freedom and flexibility to grow their liquids program. With the ability to make brine while filling trucks, tracking multiple user I.D.s, creating recipes for every type of weather event by making a volume ratio blend of brine and various additives directly into the liquid application trucks. This system also will provide for usage reporting and remote access via an Apple® or Android™ mobile device or desktop computer.

The AccuBrine® blend V2 truck loading & blending system is the second generation of the previous AccuBrine® blend unit. Take your brine maker to the next level by making your own customized liquid blends to tackle any winter weather situation with the AccuBrine® blend V2 truck loading & blending system. Works independently of your brine maker and gives you the freedom and flexibility to grow your liquids program as you see fit. A compact, modular truck fill and blending system that enables you to produce custom blends by mixing your salt brine with up to (2) liquid additives to enhance your brine's performance. The V2 uses a stacked blending method to provide an accurate, customized blend, and eliminates the need to send blended product to separate storage tanks as a custom blend can be made in real time as it is being sent directly to a liquid application truck. The system automatically records date/time of fill, ID#, blend, volume loaded brine, additive 1 & additive 2. This data can be download to an SD card for data analysis.

The AccuBrine® Legacy Upgrade, that includes updated electrical and mechanical components and can be acquired at a fraction of the cost of a new machine. The purchase and installation process continues to use the current tank, AccuBrine® subpanel, valves and hose that are in good working order.

Services: Cargill technicians provide all of our technical services to install, train and commission our machines. This includes on-sight service during and after the warranty period is over. Cargill employees handle 100% of the labor on our projects, and when an installation is completed, our customers sign off on all work that has been finished and agree to the work being fully satisfied to the customer's satisfaction.

**Cargill Salt**

Treated with YPS (yellow prussiate of soda) anti-caking agent to help resist caking and prevent clumping, Cargill's bulk deicing salt is a standard for winter maintenance deicing programs.

**Cargill ClearLane®**

ClearLane® enhanced deicer is a pre-wet sodium chloride made from a patented liquid magnesium chloride formula and mixing process. Combined with pre-wetting and deicing agents, including a PNS-approved corrosion inhibitor, a coloring agent, and a leaching inhibitor, ClearLane® enhanced deicer is a superior deicer for effective winter road maintenance that's anti-corrosive and better for the environment than traditional road salt.

Enhanced Salt Brine is an enhanced hot mix solution for anti-icing and pre-wetting to help prevent bonding of ice to pavement and allows for less solid deicing material to be used.

Brine is our fully saturated brine, obtained from underground bedded salt deposits by deep well solution mining. This product is intended for a variety of uses including road stabilization and snow and ice removal.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories should include: Brine making equipment Brine maker blending equipment Salt Brine Deicers Anti-icers	*
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
71	Salt;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cargill Road Safety is one of the largest providers of salt for winter maintenance. Cargill owns salt mines in Ohio and New York and we source salt and service all of the major state, county and municipal governments in the snow belt. Examples of this include State contracts with every US State that puts salt out to bid including states, but not limited too, New York, Ohio, Minnesota, Illinois, Pennsylvania, and many others. When counties go out to bid, Cargill consistently wins many of those bids as well and we provide salt for hundreds of counties in the snowbelt states. Some of the counties we service include Cuyahoga OH, Franklin OH, Orange NY, Kane IL and Hennepin MN. Finally, Cargill sells salt to thousands of cites, villages and municipalities around the US when they go out to bid and Cargill is awarded. Some of the cities include Milwaukee, Indianapolis, St. Paul, Cleveland, Toledo, Charlotte.
72	Brine;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cargill sells Enhanced Salt Brine. It is an enhanced hot mix solution for anti-icing and pre-wetting to help prevent bonding of ice to pavement and allows for less solid deicing material to be used.  Brine is a fully saturated brine, obtained from underground bedded salt deposits by deep well solution mining. This product is intended for a variety of uses including road stabilization and snow and ice removal.

73	Anti-icing or or de-icing solids, liquids, and agents designed or intended for de-icing or anti-icing applications;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Cargill Salt Treated with YPS (yellow prussiate of soda) anti-caking agent to help resist caking and prevent clumping, Cargill's bulk deicing salt is a standard for winter maintenance deicing programs. Each year Cargill sells millions of tons of road salt to government customers who require this product for servicing their roads.</p> <p>Cargill ClearLane® ClearLane® enhanced deicer is a pre-wet sodium chloride made from a patented liquid magnesium chloride formula and mixing process. Combined with pre-wetting and deicing agents, including a PNS-approved corrosion inhibitor, a coloring agent, and a leaching inhibitor, ClearLane® enhanced deicer is a superior deicer for effective winter road maintenance that's anti-corrosive and better for the environment than traditional road salt. This product is used by many of the States, Counties and Municipalities in the USA. It is known industry wide as a leader when temperatures fall below the use of normal rock salt as a solution that will bring roads back to safe and drivable during winter conditions.</p> <p>Enhanced Salt Brine is an aqueous solution of sodium chloride, calcium chloride and magnesium chloride that does not require any mixing. It is ready to use from the moment it is produced. It helps inhibit bound and scatter and may enhance the ice melting properties in temperatures colder than 15 degrees Fahrenheit.</p>
74	Storage tanks and systems designed to produce brine, anti-icing, or de-icing agents with related supplies and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>In addition to the extensive line of Cargill brine makers and blending systems that are part of this solicitation, Cargill has a relationship with one of the largest suppliers of storage tanks, F L Tanks in Marietta, Ohio. We have supplied tanks on many Sourcwell projects using this supplier to satisfy customer's requirements for tanks.</p>

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**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 Sourcwell 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 Sourcwell.

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](#) - Sourcewell Cargill Salt and Brinemaker Pricing.xlsx - Friday March 10, 2023 12:52:20
- [Financial Strength and Stability](#) - Cargill Inc and Cargill Salt.docx - Wednesday February 08, 2023 09:07:55
- [Marketing Plan/Samples](#) - Marketing Docs.zip - Tuesday February 14, 2023 15:21:43
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Forms.zip - Wednesday February 08, 2023 12:55:19
- [Standard Transaction Document Samples](#) - Example of Sourcewell Quote and Invoice.zip - Friday February 17, 2023 11:53:04
- [Upload Additional Document](#) - Sourcewell reports 2021 and 2022.zip - Wednesday February 08, 2023 09:18:00

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - James Anderson, District Sales Manager, Cargill, 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 contractual obligations contemplated in the bid.

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
<b>Addendum_2_Salt_and_Brine_RFP_031423</b> Mon March 6 2023 04:36 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Salt_and_Brine_RFP_031423</b> Thu February 16 2023 02:52 PM	<input checked="" type="checkbox"/>	1

## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT is by and among **Sourcewell; Cargill, Inc.**, (Cargill); and **Accubrine, LLC** (Accubrine).

Sourcewell has an agreement with Cargill for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems under Sourcewell Contract Number 031423-CGI (Contract).

On June 18, 2025, Cargill, through its Road Safety business, sold certain assets to Accubrine

Cargill now wishes to assign the Contract to Accubrine.

The assignment provision of the Contract requires prior written consent of Sourcewell.

### Assignment

1. This Assignment Agreement will become effective as of the date of the last signature below.
2. Cargill wishes to assign to Accubrine all rights, responsibilities, and other provisions set forth in the Contract (Sourcewell Contract Number 031423-CGI).
3. Accubrine has obtained a copy of the Contract from Cargill and certifies it will comply with the terms of the Contract as executed by Cargill and Sourcewell. The parties agree this Assignment is unconditional and without recourse.
4. Cargill and Accubrine jointly and severally represent and warrant to Sourcewell that:
  - a. Cargill is not in default of any of its obligations under the Contract;
  - b. Accubrine is ready, willing, and able to perform all of the obligations and responsibilities of the Contract;
  - c. Cargill and Accubrine request consent from Sourcewell to this assignment; and
  - d. Accubrine will accept assignment of the Contract.

Signature page follows.

IN CONSIDERATION for the above, Sourcewell consents to the Assignment.

**Carg** Signed by:  
*Sarah Liederbach*  
F504F296D77C4E7...  
By: \_\_\_\_\_  
Sarah Liederbach  
Assistant Vice President, Cargill Salt  
Date: 7/2/2025 | 9:03 AM CDT

**Acc** Signed by:  
*Aaron Keeney*  
AFBA7E1840774EF...  
By: \_\_\_\_\_  
Aaron Keeney  
General Manager  
Date: 7/2/2025 | 9:00 AM CDT

**Sou** Signed by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz, Chief Operating and Procurement Officer  
Date: 7/2/2025 | 9:48 AM CDT

# ESTIMATE

Accubrine LLC  
4062 Peachtree Rd NE Ste A153  
Brookhaven, GA 30319-3021

akeeney@accubrine.com  
+1 (866) 900-7258



**ACCUBRINE**<sup>®</sup>  
automated brine maker

## Bill to

Shawn Graff  
City of Lee's Summit  
1971 SE Hamblen Rd  
Lee's Summit, MO 64082 US

## Ship to

Shawn Graff  
City of Lee's Summit  
1971 SE Hamblen Rd  
Lee's Summit, MO 64082 US

## Estimate details

Estimate no.: 1187  
Estimate date: 01/08/2026

#	Product or service	Description	Qty	Rate	Amount
1.	<b>INV70530</b>	3PH/5HP (200GPM) - AccuBrine NXT Gen Brine Maker	1	\$53,902.50	\$53,902.50
2.	<b>2 Machine Install Rate</b>	2 Machine Install Rate	1	\$12,750.00	\$12,750.00
3.	<b>Additional Parts</b>	INV 40653 Saddle Mount for Signet Flow Meter	2	\$450.00	\$900.00
4.	<b>Sales</b>	INV 40321 2" Actuated Plast-O-Matic Valve	2	\$3,913.00	\$7,826.00
5.	<b>Sales</b>	INV 40650 2" ANSI Flange w/ Banjo Manifold	2	\$19.00	\$38.00
6.	<b>Sales</b>	2" Gasket for Banjo Flange	4	\$16.00	\$64.00
7.	<b>Sales</b>	Flange Hardware	2	\$58.00	\$116.00
8.	<b>Sales</b>	replacement HMI for Truck Fill	1	\$4,000.00	\$4,000.00
9.	<b>Sales</b>	AB Cards for replacement on Truck Loader	2	\$1,200.00	\$2,400.00
10.	<b>INV40307</b>	5HP Three Phase Motor/Pump Combo	1	\$4,517.48	\$4,517.48
				Subtotal	\$86,513.98
				Shipping	\$1,200.00
Note to customer				<b>Total</b>	<b>\$87,713.98</b>

Lee's Summit Sourcewell Member ID: 37588  
AccuBrine Sourcewell Contract #031423-CGI  
Lee's Summit will continue to use existing Salt Hopper.

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**Accepted date**

**Accepted by**

## Packet Information

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**File #:** BILL NO. 26-074, **Version:** 1

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An Ordinance approving Work Order No. 3 to the On-Call Agreement for Professional Engineering Services No. 2026-061-3 (RFQ No. 2025-016) dated February 5, 2026 between the City of Lee's Summit, Missouri and HDR Engineering, Inc., for Professional Engineering Services for Project No. 1104 MBC-Winnebago EFHB, for a not to exceed amount of \$174,895.00, and authorizing the City Manager to execute an agreement for the same. (PWC 4/13/26)

Issue/Request:

An Ordinance approving Work Order No. 3 to the On-Call Agreement for Professional Engineering Services No. 2026-061-3 (RFQ No. 2025-016) dated February 5, 2026 between the City of Lee's Summit, Missouri and HDR Engineering, Inc., for Professional Engineering Services for Project No. 1104 MBC-Winnebago EFHB, for a not to exceed amount of \$174,895.00, and authorizing the City Manager to execute an agreement for the same.

Key Issues:

- The City and HDR Engineering, Inc. entered into an On-Call Agreement for Professional Engineering Services No. 2026-061-3 (RFQ No. 2026-016), dated February 5, 2026 for On-Call Professional Engineering Services.
- The City desires to engage HDR Engineering, Inc. to perform bidding and construction phase services on the construction of the MBC-Winnebago EFHB, including the evaluation of submittals, responding to requests for information, addressing change orders, and providing construction observation.
- In 2024, the City engaged HDR Engineering, Inc. under Addendum No. 3 to the On-call Agreement for Professional Engineering Services (RFQ No. 2022-030) to evaluate and design the MBC-Winnebago EFHB.
- The construction of the MBC-Winnebago EFHB will address capacity constrictions in the eastern part of the Middle Big Creek Watershed and allow future development of the subwatershed to continue unimpeded.
- The project is funded through the Sewer Tap fund.

Proposed Committee Motion:

An Ordinance approving Work Order No. 3 to the On-Call Agreement for Professional Engineering Services No. 2026-061-3 (RFQ No. 2025-016) dated February 5, 2026 between the City of Lee's Summit, Missouri and HDR Engineering, Inc., for Professional Engineering Services for Project No. 1104 MBC-Winnebago EFHB, for a not to exceed amount of \$174,895.00, and authorizing the City Manager to execute an agreement for the same.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance approving Work Order No. 3 to the On-Call

Agreement for Professional Engineering Services No. 2026-061-3 (RFQ No. 2025-016) dated February 5, 2026 between the City of Lee's Summit, Missouri and HDR Engineering, Inc., for Professional Engineering Services for Project No. 1104 MBC-Winnebago EFHB, for a not to exceed amount of \$174,895.00, and authorizing the City Manager to execute an agreement for the same.

SECOND MOTION: I move for adoption of an Ordinance approving Work Order No. 3 to the On-Call Agreement for Professional Engineering Services No. 2026-061-3 (RFQ No. 2025-016) dated February 5, 2026 between the City of Lee's Summit, Missouri and HDR Engineering, Inc., for Professional Engineering Services for Project No. 1104 MBC-Winnebago EFHB, for a not to exceed amount of \$174,895.00, and authorizing the City Manager to execute an agreement for the same.

Background:

The Middle Big Creek Watershed drains southeast to interceptors located under Raintree Lake and Lake Winnebago, which are owned and operated by the Little Blue Valley Sewer District (LBVSD). The eastern 730 acres are served by the City's gravity collection system which ultimately flows to a 36-inch diameter LBVSD interceptor located under Lake Winnebago. The City's sewer ties into a branch of the main interceptor, which is also owned by LBVSD and also lies under Lake Winnebago. Hydraulic modeling of the subwatershed indicated capacity constraints in the City's sanitary sewer system as future development occurs. This is an area with high potential for future development and the constraints impact future growth.

HDR Engineering, Inc. completed an evaluation and design of addressing the capacity constraints through construction of an excess flow holding basin, subsequently called the MBC-Winnebago EFHB. The construction of the MBC-Winnebago EFHB will be for a 300,000 gallon earthen basin, with diversion structure, outlet control structure, flow meter structure, and under drain wetwell pump. Due to the specialized nature of the construction, such as geotechnical, structural, mechanical, electrical, and instrumentation and controls, it was decided that engagement of HDR Engineering, Inc. for construction phase services would be in the best interest of the City to protect the intent and integrity of the design.

The project will be funded through the Sewer Tap fund.

Impact/Analysis:

The construction of the MBC-Winnebago EFHB will address capacity constraints within the subwatershed.

Timeline:

Start: Early Summer 2026

Finish: Winter of 2027

Lisa O'Dell  
Deputy Director of Water Utilities

Staff recommends approval.

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**File #:** BILL NO. 26-074, **Version:** 1

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Committee Recommendation: [Enter Committee Recommendation text here]

## **BILL NO. 26-XXX**

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AN ORDINANCE APPROVING WORK ORDER NO. 3 TO THE ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2026-061-3 (RFQ NO. 2025-016) DATED FEBRUARY 5, 2026 BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND HDR ENGINEERING, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR PROJECT NO. 1104 MBC-WINNEBAGO EFHB, FOR A NOT TO EXCEED AMOUNT OF \$174,895.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, the City and HDR Engineering, Inc. entered into an On-Call Agreement for Professional Engineering Services No. 2026-061-3 (RFQ No. 2026-016), dated February 5, 2026 for On-Call Professional Engineering Services.; and,

WHEREAS, the City desires to engage HDR Engineering, Inc. to perform bidding and construction phase services on the construction of the MBC-Winnebago EFHB, including the evaluation of submittals, responding to requests for information, addressing change orders, and providing construction observation; and,

WHEREAS, in 2024, the City engaged HDR Engineering, Inc. under Addendum No. 3 to the On-call Agreement for Professional Engineering Services (RFQNo. 2022-030) to evaluate and design the MBC-Winnebago EFHB; and,

WHEREAS, the construction of the MBC-Winnebago EFHB will address capacity constrictions in the eastern part of the Middle Big Creek Watershed and allow future development of the subwatershed to continue unimpeded; and,

WHEREAS, the project is funded through the Sewer Tap fund; and,

WHEREAS, following successful scope and fee negotiations, the City desires to enter into an agreement with the Engineer for the Project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The City Council of the City of Lee's Summit, Missouri, hereby approves the award of Work Order No. 3 to the On-Call Agreement for Professional Engineering Services No. 2026-061-3 (RFQ No. 2025-016) dated February 5, 2026 to the Engineer in the amount of \$174,895.00.

SECTION 2. The City Council of the City of Lee's Summit, Missouri, hereby authorizes the City Manager, or designee, to execute an Agreement for Professional Engineering Services, substantially similar to the attached Exhibit A, incorporated herein by reference, with the Engineer for the Project on behalf of the City of Lee's Summit, Missouri.

SECTION 3. The City Manager, or designee, is further authorized to take such further action and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

**BILL NO. 26-XXX**

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SECTION 5. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian W. Head*

**WORK ORDER NO. 3  
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2026-061-3**

**MBC-WINNEBAGO EFHB CONSTRUCTION PHASE SERVICES**

**THIS WORK ORDER NO. 3 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2026-061-3 (RFQ NO. 2026-016)** (“Work Order”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee’s Summit, Missouri (“City”), and HDR ENGINEERING, INC. (“Engineer”).

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement dated February 5, 2026 (RFQ No. 2026-016) for professional engineering services for On-Call Professional Engineering Services (“Base Agreement”); and,

**WHEREAS**, City desires to engage Engineer for a specific scope of engineering services which are covered by the Base Agreement; and,

**WHEREAS**, Engineer has submitted a proposal for the engineering services and an estimate of engineering costs to perform said services in compliance with the Base Agreement; and,

**NOW, THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY THE ENGINEER**

Pursuant to Article I of the Base Agreement, Engineer is hereby engaged to provide the following scope of services and fee:

**Attached in Exhibit A**

**COMPENSATION FOR SCOPE OF SERVICES**

Payment to the Engineer for the services identified herein shall not exceed \$174,895.00 pursuant to the rates set forth in Exhibit A to the Base Agreement.

**TERMS OF BASE AGREEMENT TO APPLY**

All terms of the Base Agreement shall remain in full force and effect and shall apply to this Work Order

This Work Order shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

**IN WITNESS WHEREOF**, the parties have caused this Work Order to On-Call Agreement to be executed.

**City of Lee's Summit, Missouri**

\_\_\_\_\_  
MARK DUNNING, CITY MANAGER

Attest:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

**ENGINEER:** HDR Engineering Inc



BY: Cory Imhoff

TITLE: Senior Vice President

**EXHIBIT A**  
**DETAILED SCOPE OF SERVICES AND FEE**

## Exhibit A

### City of Lee's Summit, Missouri

#### MBC-Winnebago EFHB Construction Phase Services

#### Scope of Work

### Background

The City has requested the Engineer provide Resident Project Representative (RPR) services during the construction phase of the MBC-Winnebago EFHB project. The goal of this task is to provide field observations of construction progress and represent the City's interests on site.

### Scope of Work

#### 1. Project Management

- a. Project Management
  - i. Resource management and allocation based on Project schedule and tasks.
  - ii. Budget and invoice management.
- b. Monthly progress meeting with City
  - i. Meet with key City staff virtually to discuss project status, key decision points, next steps, and interim products.
- c. Internal Management Review and Quarterly Review
  - i. Engineer will conduct seven (7) internal management team review meetings.
  - ii. Engineer will conduct 0% and two (2) internal quarterly review. This is a review of our project approach and internal resource plan by national experts to verify project delivery efficiencies and quality.
  - iii. Engineer will update an internal Project Management Plan and Quality Management Plan. These documents define a roadmap for project execution and include an internal budgeting plan, staffing plan, safety plan, and schedule.

#### Deliverables

- Monthly invoice (up to 7) with project status report, and scope/schedule changes.
- Monthly progress meeting minutes (up to 5)

#### Assumptions

- Project duration is anticipated to be seven (7) months.
- Construction duration is anticipated to be five (5) months.
- Project duration may vary depending on selected Contractor/low bidder.
- Progress meetings will be virtual.

#### 2. Bid Phase

- a. Attend pre-bid meeting. Assist City in developing agenda. Prepare minutes and issue an addendum with meeting summary and questions with responses.
- b. Address bidder questions and issue up to three (3) addendums.
- c. Attend bid opening, review bids for completeness and accuracy. Submit a recommendation for award to the City.
- d. Prepare conformed to contract documents.

#### Deliverables

- Pre-bid meeting agenda.
- Addendums to bid documents.
- Letter of recommendation.
- Conformed to contract documents (plans and specifications).

#### Assumptions

- City to prepare contracts, bonds and insurance for execution.

### 3. Construction Administration

- a. Pre-construction meeting (in person).
- b. Construction progress meetings (up to 3 in person).
- c. Submittal reviews (up to 20) including O&M and resubmittals.
- d. Review pay applications (up to 4).
- e. Respond to Contractor Request for Information (RFI) (up to 4).
- f. Review and process Change Order requests (up to 3).
- g. Develop standard operating procedure (SOP) (up to 1) for City review.
- h. Project closeout.
- i. Prepare Conformed to Construction Record Drawings.

#### Deliverables

- Pre-construction meeting summary
- Progress meeting notes to Contractor (up to 3)
- Submittal Review Forms (up to 20)
- Standard Operating Procedure (SOP) (up to 1) in pdf format
- Email communication for approval of pay applications (up to 4)
- RFI responses (up to 4)
- Change Order (up to 3)
- Electronic PDF of Conformed to Construction Record Drawings

#### Assumptions

- Project duration is anticipated to be five (5) months.
- Project duration may vary depending on selected Contractor/low bidder.
- Progress meetings will be virtual.

### 4. Construction Observation

- a. Provide a qualified Resident Project Representative (RPR).
  - i. The RPR is Engineer's agent at the site and will act as directed by and under the supervision of Engineer and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall, in general, be with Engineer and Contractor keeping City advised as necessary. The RPR shall generally communicate with City with the knowledge of or under the direction of Engineer.

## DUTIES AND RESPONSIBILITIES OF RESIDENT PROJECT REPRESENTATIVE

### ii. Liaison:

Serve as City's and Engineer's liaison with Contractor.

### iii. Review of Work, Rejection of Defective Work, Inspection and Tests:

Conduct on-site observations of the Work in progress to assist City in determining if the Work is in general proceeding in accordance with the Contract Documents.

Report to City and Engineer whenever RPR believes that Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of inspection or test required to be made; and advise City and Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.

### iv. Interpretations of Contract Documents:

RPR will report to Engineer's Project Manager who will then contact the City, regarding needed clarifications and interpretations of the Contract Documents.

It will be the responsibility of the Engineer's Project Manager to issue and transmit to Contractor clarifications and interpretations of the Contract Documents.

### v. Records:

Keep a diary or log book, recording observed Contractor hours on the job site(s), weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to City monthly. A weekly update will be provided to the City.

### vi. Reports:

Furnish City and Engineer reports upon request. Store reports on the Engineers electronic document management system (Raken).

### vii. Other Duties:

- 1) Consult with City, Engineer and Contractor in advance of scheduled major tests, inspections or start of important phases of the Work.
- 2) Report immediately to the Engineer and City in the occurrence of an accident.

b. Document site conditions before construction.

c. Provide routine full-time on-site RPR services during EFHB clay liner construction.

d. Provide routine part-time on-site RPR services three times a week during all other activities.

e. Special Inspections

- i. Series 15 Diversion Structure
- ii. Series 20 Outlet Control Structure
- iii. Series 25 Flow Meter Structure

- f. 3<sup>rd</sup> Party Inspection Oversight
- g. Attend start-up and commissioning for new utility service and electrical panelboard and equipment and instrumentation listed below:
  - i. Major Equipment:
    - 1. LCP-01: EFHB Local Control Panel.
    - 2. 15-GAC01: Diversion Structure Gate Actuator.
    - 3. 18-DRN-P01: Under Drain Wetwell Pump
    - 4. 20-GAC02: Control Valve Actuator for Outlet Structure.
    - 5. RCS01: Remote Control Drain Station for Diversion Structure.
  - ii. Major Field Instrumentation
    - 1. LIT-1510: Diversion Structure level transmitter.
    - 2. LIT-2020: Outlet Structure (Holding Basin) level transmitter.
    - 3. LIT-2010: Manhole SS3-1 level.
    - 4. FE/FIT-2510: Flow meter for flow meter structure.
- h. Substantial Completion walk-through
- i. Final Completion walk-through

#### Deliverables

- Initial conditions documentation
- Special Inspection Report
- Weekly RPR Logs
- Substantial completion punch list

#### Assumptions

- Clay liner construction will take two (2) weeks.
- Concrete and compaction testing (embankment and asphalt) will be performed by 3<sup>rd</sup> Party.
- Provide oversight and review of 3<sup>rd</sup> Party Inspection reports (up to 18).
- Special Inspection reports for rebar and concrete for base slab, walls and top slab (up to 18) at Series 15 Diversion Structure, Series 20 Outlet Control Structure and Series 25 Flow Meter Structure to be combined and submitted as a single report upon completion of the project.
- Startup and commissioning will take one (1) full day for RPR and an Electrical Engineer on site including travel.
- Substantial to Final Completion is anticipated to take thirty (30) days.
- Project closeout and final walkthrough completed in one (1) week.
- RPR part-time is defined as 2 hours of daily onsite observation plus 1 hour total travel time plus 0.5 hour to complete daily logs.
- RPR part-time calculated assuming 17.5 hours per week (3.5 hours per day 5 days a week) for 14 weeks during construction activities and 40 hours per week for 2 weeks during clay liner construction activities.
- SCADA monitoring setup will be the City's responsibility.

Site visits are to take place on the same days each week and follow a routine schedule.



Client Name: LSMO MBC  
 Project: Winnebago EFHB Project  
 Scope and Fee Estimate - 3/31/26

Staff	Bresette, Aaron J	Eisele, Ryan L	Hardee, Ronald B	Vander Meulen, Laura Brigham	McCann, Victoria Ann (Tori)	Boyd, Thomas K III	Dragoo, Drew Dennis	Paxton, Aaron Amos	Geha, Logan Brett	Burchfield, Anna Marie	Schneider, Jacob T			
Project Role	PIC	Client Manager	Project Manager	EIT	Structural Engineer	Electrical Engineer	Construction Manager	RPR	Project Accountant	Admin	CAD Tech	Total HDR Hours	HDR Expenses	Total
Billing Rate	\$375	\$350	\$260	\$130	\$155	\$210	\$250	\$125	\$130	\$110	\$185			
TASKS														
<b>Task 1 - Project Management</b>														
1 Project Management and Administration (Project Setup)	4	4	6						2	4		20		\$5,160
2 Budget and Invoice Management			14						7	7		28		\$5,320
3 Monthly Progress Meeting (up to 5)			5	10				5				20		\$3,225
<b>Subtotal Hours</b>	4	4	25	10	0	0	0	5	9	11	0	68		
<b>Subtotal Dollars</b>	\$1,500	\$1,400	\$6,500	\$1,300	\$0	\$0	\$0	\$625	\$1,170	\$1,210	\$0		\$0	\$13,705
<b>Total Task 1</b>														\$13,705
<b>Task 2 - Bid Phase</b>														
1 Pre-Bid Conference Agenda & Minutes			4	8								12	\$40	\$2,120
2 Respond to Inquiries & Issue up to Three (3) Addenda	4	4	36	30	4	1					24	103		\$21,430
3 Bid Opening, Review Bids, Prepare Recommendation of Award			4	16								20		\$3,120
4 Prepare Conformed Contract Documents			8	8							16	32		\$6,080
<b>Subtotal Hours</b>	4	4	52	62	4	1	0	0	0	0	40	167		
<b>Subtotal Dollars</b>	\$1,500	\$1,400	\$13,520	\$8,060	\$620	\$210	\$0	\$0	\$0	\$0	\$7,400		\$40	\$32,750
<b>Total Task 2</b>														\$32,750
<b>Task 3 - Construction Administration</b>														
1 Pre-Construction Meeting			2	2	2	2		2				10	\$75	\$1,835
2 Construction Progress Meeting (up to 3)			6	6				6				18	\$50	\$3,140
3 Submittal Reviews (up to 20)			8	16	40	40						104		\$18,760
4 Review Pay Applications (up to 4)			4	8				8				20		\$3,080
5 RFI Responses (up to 4)			4	4	4	4		2			8	26		\$4,750
6 Change Order (up to 3)	4		16	12	4	8				2	68	114		\$22,320
7 Project Closeout			4	8					2	4		18		\$2,780
8 Conformed to Construction Record Drawings				16	4	4					60	84		\$14,640
<b>Subtotal Hours</b>	4	0	44	72	54	58	0	18	2	6	136	394		
<b>Subtotal Dollars</b>	\$1,500	\$0	\$11,440	\$9,360	\$8,370	\$12,180	\$0	\$2,250	\$260	\$660	\$25,160		\$125	\$71,305
<b>Total Task 3</b>														\$71,305
<b>E. Task 4 - Construction Observation</b>														
1 Field Services (RPR)							16	325				341	\$1,600	\$46,225
2 Special Inspection Report			2	4	6							12		\$1,970
3 Start-up and Commissioning						8		8				16	\$50	\$2,730
4 Substantial Completion and Punchlist			4	8	4	4		4				24	\$75	\$4,115
5 Final Completion			2	4	2	2		2				12	\$75	\$2,095
<b>Subtotal Hours</b>	0	0	8	16	12	14	16	339	0	0	0	405		
<b>Subtotal Dollars</b>	\$0	\$0	\$2,080	\$2,080	\$1,860	\$2,940	\$4,000	\$42,375	\$0	\$0	\$0		\$1,800	\$57,135
<b>Total Task 4</b>														\$57,135
<b>Total Hours</b>	12	8	129	160	70	73	16	362	11	17	176	1,034		1,034
<b>Total Billing Amount</b>	\$4,500	\$2,800	\$33,540	\$20,800	\$10,850	\$15,330	\$4,000	\$45,250	\$1,430	\$1,870	\$32,560		\$1,965	\$174,895

Estimated Project Fee \$174,895

**Exhibit B - HDR Engineering, Inc. 2026 Hourly Billing Rates**  
**Effective through 12/26/2026**

Billing rates will be updated on an annual basis. Employees may move within categories at any time throughout the year based on any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses.

<b>Description</b>	<b>Billing Rate/Hour</b>
Project Principal	\$400
Principal Project Manager/Senior Technical Specialist II	\$375
Principal Project Manager/Senior Technical Specialist I	\$350
Technical Specialist/Senior Project Manager III	\$325
Technical Specialist/Senior Project Manager II	\$300
Technical Specialist/Senior Project Manager I	\$285
Project/Design Manager V	\$265
Project/Design Manager IV	\$245
Project/Design Manager III	\$220
Project/Design Manager II	\$195
Project/Design Manager I	\$175
Engineer/Architect/Designer X	\$275
Engineer/Architect/Designer IX	\$260
Engineer/Architect/Designer VIII	\$240
Engineer/Architect/Designer VII	\$225
Engineer/Architect/Designer VI	\$210
Engineer/Architect/Designer V	\$190
Engineer/Architect/Designer IV	\$170
Engineer/Architect/Designer III	\$155
Engineer/Architect/Designer II	\$140
Engineer/Architect/Designer I	\$130
Cadd/BIM Manager II	\$250
Model Manager II/Cadd/BIM Manager I	\$225
Model Manager I/Cadd/GIS Technician VII	\$200
Cadd/GIS Technician VI	\$185
Cadd/GIS Technician V	\$170
Cadd/GIS Technician IV	\$155
Cadd/GIS Technician III	\$140
Cadd/GIS Technician II	\$120
Cadd/GIS Technician I	\$100
Environmental/Water Quality Scientist/Modeler V	\$250
Environmental/Water Quality Scientist/Modeler IV	\$210
Environmental/Water Quality Scientist/Modeler III	\$180
Environmental/Water Quality Scientist/Modeler II	\$150
Environmental/Water Quality Scientist/Modeler I	\$120
Survey Manager	\$225
Construction Manager II	\$250
Construction Manager I	\$235
Survey Technician/Construction Inspector VI	\$215
Survey Technician/Construction Inspector V	\$180
Survey Technician/Construction Inspector IV	\$160
Survey Technician/Construction Inspector III	\$140
Survey Technician/Construction Inspector II	\$125
Survey Technician/Construction Inspector I	\$100
Public Involvement/Communications/Graphic Designer V	\$250
Public Involvement/Communications/Graphic Designer IV	\$210
Public Involvement/Communications/Graphic Designer III	\$175
Public Involvement/Communications/Graphic Designer II	\$150
Public Involvement/Communications/Graphic Designer I	\$125
Engineering Support Staff V	\$190
Engineering Support Staff IV	\$175
Engineering Support Staff III	\$150
Engineering Support Staff II	\$130
Engineering Support Staff I	\$110
Admin Assistant	\$95

**Direct Expenses**

Personal Vehicle Mileage	CURRENT IRS RATE
Fleet Vehicle Mileage	*HDR CURRENT ANNUAL RATE
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST

\*Fleet Vehicle Mileage - determined based on HDR current annual rate, effective 7/1/25, annual rate is 88 cents \*(subject to change)

## Packet Information

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**File #:** BILL NO. 26-075, **Version:** 1

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An Ordinance authorizing the use of a parts and service contract with Ford Motor Company authorized dealership for maintenance and repair of municipal vehicles. (PWC 4/13/26)

The City of Lee's Summit owns and operates a fleet of vehicles, including vehicles manufactured by Ford Motor Company; and proper maintenance and timely repair of municipal vehicles is essential to protect public safety, ensure reliable service delivery, and preserve municipal assets.

The City of Lee's Summit Fleet division in the Public Works Department has determined that entering such contract is in the best interest of the public and best use of public resources and complies with applicable procurement policy and regulations.

**Committee Motion:**

I move to recommend approval to the City Council an Ordinance authorizing the use of a parts and service contract with Ford Motor Company authorized dealership for maintenance and repair of municipal vehicles.

Mark Stinson, Fleet Manager

Staff recommends approval.

**BILL NO. 26-**

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AN ORDINANCE AUTHORIZING THE USE OF A PARTS AND SERVICE CONTRACT WITH FORD MOTOR COMPANY AUTHORIZED DEALERSHIP FOR MAINTENANCE AND REPAIR OF MUNICIPAL VEHICLES.

WHEREAS, The City Of Lee's Summit owns and operates a fleet of vehicles, including vehicles manufactured by Ford Motor Company; and,

WHEREAS, proper maintenance and timely repair of municipal vehicles is essential to protect public safety, ensure reliable service delivery, and preserve municipal assets; and,

WHEREAS, the City of Lee's Summit Fleet division wishes to enter a Parts and Service Contract with an authorized Ford Motor Company dealership to provide genuine manufacturer parts, warranty repairs, diagnostic services, and related maintenance; and,

WHEREAS, the Fleet Division has determined that entering such contract is in the best interest of the public and complies with applicable procurement policy and regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. Contract No. 2026-012 by and between the City of Lee's Summit, Missouri and Bob Sight Ford (Ford Motor Company), attached hereto as "Exhibit A" is hereby approved and the City Manager is authorized to execute the same, and any renewals as deemed appropriate.

SECTION 2. Contract number 2026-012-2 by and between the City of Lee's Summit, Missouri and Metro Ford (Ford Motor Company), attached hereto as "Exhibit B" hereby approved and the City Manager is authorized to execute the same, and any renewals as deemed appropriate.

SECTION 3. Scope of services shall include, but not be milted to the supply of genuine OEM parts manufactured or approved by Ford Motor Company, warranty repairs in accordance with manufacturer guidelines and emergency repair services when necessary for continued municipal operations

SECTION 4. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 5. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

**BILL NO. 26-**

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APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian W. Head*



**LEE'S SUMMIT**  
MISSOURI

**CONTRACT DOCUMENT**  
SOURCEWELL COOP

INTEROFFICE MEMORANDUM

DATE: August 2025  
TO: Key-Purchasing Personnel  
FROM: Des Collins, Procurement and Contract Services  
RE: Piggyback Yearly Contract for Automotive Parts, Service and Supplies  
**Sourcewell Contract #080124-FMC and LS Bid # 2026-012**

Vendor	Bob Sight Ford (Ford Motor Company) 610 NW Blue Pkwy Lee's Summit, MO 64063
Phone	Office Phone: 816-251-7154
Contact Person	Cathy Gentry
Ordering Instructions	<ul style="list-style-type: none"><li>• <b>Department obtains specific quote</b></li><li>• <b>Using Department to enter a Requisition into Workday for a Purchase Order to be issued</b></li><li>• <b>Invoices will be paid against Workday Receivers and Purchase Order</b></li></ul>
Terms/Discounts	Net 30
Delivery	Included
Pricing	See Contract
Response Time	As Required
Effective Dates	<b>January 2, 2025 through November 14, 2028</b>

cc: Accounts Payable (Include Wage Order, if applicable)  
Bid File- Original memo

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
BOB SIGHT FORD**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Bob Sight Ford (the "Vendor"). The City and the Vendor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. After a competitive procurement process, Sourcewell ("Sourcewell") entered into Contract #080124-FMC with Vendor dated January 2, 2025 (the "Sourcewell" Contract), for the Vendor to provide automotive parts, service, and supplies. The Sourcewell Contract is incorporated herein by reference as exhibit "A" as though fully set forth, to the extent not inconsistent with this Agreement.

B. The City is permitted to purchase such products and services under the Sourcewell Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the Sourcewell Contract permits its cooperative use by other public entities, including the City.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Sourcewell Contract and this Agreement, and (ii) establishing the terms and conditions by which the Vendor may provide the City with automotive parts, service, and supplies, as more particularly set forth in Section 2 below (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth below and shall remain in full force and effect until the end of the term of the Sourcewell Contract, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Vendor shall provide the equipment and services as set forth in the Sourcewell Contract.

3. Work Authorization/E-verify. Pursuant § 285.530, RSMo., if this Agreement exceeds five thousand dollars (\$5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with

supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.

4. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

5. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri and suit pertaining to this Agreement may be brought only in courts in Jackson County, Missouri.

6. Anti-Discrimination Against Israel Act. If this Contract has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

7. Rights and Privileges. The City shall be afforded all of the rights and privileges afforded to Original Purchaser in the Sourcewell Contract that are incorporated herein by reference.

8. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 7 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Sourcewell to the extent provided under the Sourcewell Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

In addition to the insurance requirements set forth in the Sourcewell Contract, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you."

9. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same

instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 1<sup>st</sup> day of October, 2025 ("Effective Date").

**CITY OF LEE'S SUMMIT**

Mark Dunning  
Mark Dunning, City Manager  
Date 10/1/25

**ATTEST:**

Trisha Fowler Aruri  
Trisha Fowler Aruri, City Clerk

**APPROVED AS TO FORM:**

Edward Rucker  
Edward Rucker,  
Chief Counsel of Management and Operations

**BOB SIGHT FORD**

By Cathy Gentry  
Print Name Cathy Gentry  
Title Office manager  
Date 9-25-25





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

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

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

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

**Article 1:**  
**General Terms**

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

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

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

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

**13) Supplier Representations:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 2:  
Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell 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 Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell 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;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell 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 Sourcwell, Supplier will pay an Administrative Fee to Sourcwell 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 Sourcwell 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 Sourcwell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

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

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

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

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

### **Article 3: Supplier Obligations to Participating Entities**

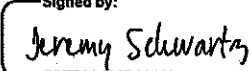
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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


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

Sourcewell

Ford Motor Company

Signed by:  
  
 By: \_\_\_\_\_  
 C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer

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

DocuSigned by:  
  
 By: \_\_\_\_\_  
 1E2EFC5700BA42D...  
 Travis Hunt  
 Title: General Manager, Ford Pro Parts & Service Transformation

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

# RFP 080124 - OEM Vehicle Parts and Supplies

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## Vendor Details

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

## Submission Details

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

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**Specifications**

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

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

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

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

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

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

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B) Ford Motor Company is an original equipment manufacturer and service provider with 177,000 corporate employees worldwide. As a Ford OEM parts and Ford OEM service provider, Ford also has 2,900 franchised dealers and 459 Ford Authorized Distributor locations in all 50 states and U.S. territories. Per this RFP, SLED Government agencies will have access to 291,341 Ford OEM Parts SKUs that are sold only through our Ford Dealer Network. Per this RFP, SLED Government agencies will also have access to Ford OEM Service at all 2,900 Ford Dealerships in the US.</p> <p>Note: If a SLED Government agency needs to purchase Ford OEM Parts or needs Ford OEM Service, the government agency will need to coordinate with their local dealer (or local dealers). If a SLED Government agency requires a signature, the government agency will need to coordinate with their local Ford Dealer (or Ford dealers).</p> <p>In addition to the 177,000 worldwide Ford employees, the Ford network is made up of independently owned franchises. There are additional individuals working at dealers and distributors as independent employees of the respective dealer/distributor employer.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Ford Motor Company and subsidiaries operate across the globe in a variety of markets that require Ford to adhere to all locally mandated laws and regulations in order to do business. With regard to the territories covered by this RFP, Ford provides the same assurance that all local and Federal laws and/or regulations are being met in order to allow Ford to do business in the territories herein.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>N/A - No past debarments.</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Ford Motor Company: A Commitment to Innovation, Community, and the Environment</p> <ol style="list-style-type: none"> <li>1. Ford is the best-selling pickup truck manufacturer in the U.S. and globally. F-Series is the #1 best-selling truck for 47 years running in America and for 58 consecutive years in Canada. Ford plans to invest approximately \$3 billion to expand Super Duty production.</li> <li>2. Innovation in Electric vehicles: The Ford F-150 lightning was recognized as the Top-Rated Electric Truck in the 2023 Edmunds Top Rated Award. The company aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices.</li> <li>3. Supporting Local Economies: Ford Motor Company was named among Diversity, Inc's Top 50 companies for Diversity in 2023. Ford's Supplier Diversity Development Program supports minority-owned, women-owned, veteran-owned and other diverse businesses, promoting economic growth and innovation within local communities.</li> <li>4. Ford invests in education through programs like Ford Next Generation Learning (Ford NGL), which partners with schools to prepare students for careers in rapidly changing world. These initiatives help create a skilled workforce and support economic development.</li> <li>5. Ford received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife.</li> </ol>
21	<p>What percentage of your sales are to the governmental sector in the past three years.</p>	<p>55% of Ford Parts &amp; Service Transactions were to Government Agency Fleets in the past 3 years.</p>
22	<p>What percentage of your sales are to the education sector in the past three years.</p>	<p>55% of all Ford Parts &amp; Service Transactions were to Government Agency Fleets over the last 3 years. 8% of these government transactions were to school districts over the last 3 years.</p>
23	<p>List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>Ford Motor Company is currently a Sourcwell vendor for Contract# 101520-FMC. 2023 Annual Sourcwell Sales - \$4.4 Mil (or 63% YOY increase vs 2022) 2022 Annual Sourcwell Sales \$2.7 Mil</p> <p>2023 Sourcwell Sales increased 64% YOY vs 2022 Sales.</p>

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

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

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

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

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

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

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

**Table 4: Marketing Plan (100 Points)**

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

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

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

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

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

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

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

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

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

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

**Table 7: Pricing Offered**

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

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

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

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

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

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

**Exceptions to Terms, Conditions, or Specifications Form**

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

**Documents**

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

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

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

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



**LEE'S SUMMIT**  
MISSOURI

**CONTRACT DOCUMENT**  
SOURCEWELL COOP

INTEROFFICE MEMORANDUM

DATE: August 2025  
TO: Key-Purchasing Personnel  
FROM: Candice Addison, Procurement and Contract Services  
RE: Piggyback Yearly Contract for Automotive Parts, Service and Supplies  
**Sourcewell Contract #080124-FMC and LS Bid # 2026-012-2**

Vendor	Metro Ford 2860 S Noland Rd Independence, MO 64055
Phone	Office Phone: (816) 254-9800 Ext 160
Contact Person	Randy Smith
Ordering Instructions	<ul style="list-style-type: none"><li>• <b>Department obtains specific quote</b></li><li>• <b>Using Department to enter a Requisition into Workday for a Purchase Order to be issued</b></li><li>• <b>Invoices will be paid against Workday Receivers and Purchase Order</b></li></ul>
Terms/Discounts	Net 30
Delivery	Included
Pricing	See Contract
Response Time	As Required
<b>Effective Dates</b>	<b>January 2, 2025 through November 14, 2028</b>

cc: Accounts Payable (Include Wage Order, if applicable)  
Bid File- Original memo

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
METRO FORD**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Metro Ford (the "Vendor"). The City and the Vendor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. After a competitive procurement process, Sourcewell ("Sourcewell") entered into Contract #080124-FMC with Vendor dated January 2, 2025 (the "Sourcewell" Contract), for the Vendor to provide automotive parts, service, and supplies. The Sourcewell Contract is incorporated herein by reference as exhibit "A" as though fully set forth, to the extent not inconsistent with this Agreement.

B. The City is permitted to purchase such products and services under the Sourcewell Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the Sourcewell Contract permits its cooperative use by other public entities, including the City.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Sourcewell Contract and this Agreement, and (ii) establishing the terms and conditions by which the Vendor may provide the City with automotive parts, service, and supplies, as more particularly set forth in Section 2 below (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth below and shall remain in full force and effect until the end of the term of the Sourcewell Contract, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Vendor shall provide the equipment and services as set forth in the Sourcewell Contract.

3. Work Authorization/E-verify. Pursuant § 285.530, RSMo., if this Agreement exceeds five thousand dollars (\$5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with

supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.

4. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

5. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri and suit pertaining to this Agreement may be brought only in courts in Jackson County, Missouri.

6. Anti-Discrimination Against Israel Act. If this Contract has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

7. Rights and Privileges. The City shall be afforded all of the rights and privileges afforded to Original Purchaser in the Sourcwell Contract that are incorporated herein by reference.

8. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 7 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Sourcwell to the extent provided under the Sourcwell Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

In addition to the insurance requirements set forth in the Sourcwell Contract, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you."

9. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 19 day of August, 2025 ("Effective Date").

CITY OF LEE'S SUMMIT

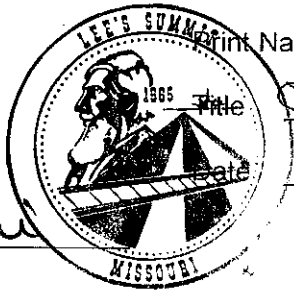
METRO FORD

Mark Dunning  
Mark Dunning, City Manager  
Date 8/19/25

By [Signature]  
Name Randy Smith

ATTEST:

Trisha Fowler Arcuri  
Trisha Fowler Arcuri, City Clerk



Title Operations Director  
8-19-25

APPROVED AS TO FORM:

[Signature]  
Edward Rucker,  
Chief Counsel of Management and Operations



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

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

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

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

**Article 1:**  
**General Terms**

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

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

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

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

**13) Supplier Representations:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Article 2:  
Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

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

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

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

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 2.1) **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.
- 2.2) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

**Article 3:  
Supplier Obligations to Participating Entities**

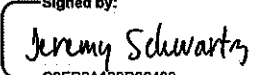
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

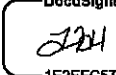
- 5) **Refurbished Goods.** All Equipment and Products provided under this Agreement must be new/current model. Supplier may offer refurbished Equipment or Products if clearly disclosed by Supplier to Participating Entity as required by state disclosure laws.
- 6) **Transaction Documents.** Participating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

Sourcewell

Ford Motor Company

Signed by:  
  
 By: \_\_\_\_\_  
 C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer

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

DocuSigned by:  
  
 By: \_\_\_\_\_  
 1E2EFC5700BA42D...  
 Travis Hunt  
 Title: General Manager, Ford Pro Parts & Service Transformation

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

# RFP 080124 - OEM Vehicle Parts and Supplies

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## Vendor Details

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

## Submission Details

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

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**Specifications**

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

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

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

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

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

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

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B) Ford Motor Company is an original equipment manufacturer and service provider with 177,000 corporate employees worldwide. As a Ford OEM parts and Ford OEM service provider, Ford also has 2,900 franchised dealers and 459 Ford Authorized Distributor locations in all 50 states and U.S. territories. Per this RFP, SLED Government agencies will have access to 291,341 Ford OEM Parts SKUs that are sold only through our Ford Dealer Network. Per this RFP, SLED Government agencies will also have access to Ford OEM Service at all 2,900 Ford Dealerships in the US.</p> <p>Note: If a SLED Government agency needs to purchase Ford OEM Parts or needs Ford OEM Service, the government agency will need to coordinate with their local dealer (or local dealers). If a SLED Government agency requires a signature, the government agency will need to coordinate with their local Ford Dealer (or Ford dealers).</p> <p>In addition to the 177,000 worldwide Ford employees, the Ford network is made up of independently owned franchises. There are additional individuals working at dealers and distributors as independent employees of the respective dealer/distributor employer.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Ford Motor Company and subsidiaries operate across the globe in a variety of markets that require Ford to adhere to all locally mandated laws and regulations in order to do business.</p> <p>With regard to the territories covered by this RFP, Ford provides the same assurance that all local and Federal laws and/or regulations are being met in order to allow Ford to do business in the territories herein.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>N/A - No past debarments.</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Ford Motor Company: A Commitment to Innovation, Community, and the Environment</p> <ol style="list-style-type: none"> <li>1. Ford is the best-selling pickup truck manufacturer in the U.S. and globally. F-Series is the #1 best-selling truck for 47 years running in America and for 58 consecutive years in Canada. Ford plans to invest approximately \$3 billion to expand Super Duty production.</li> <li>2. Innovation in Electric vehicles: The Ford F-150 lightning was recognized as the Top-Rated Electric Truck in the 2023 Edmunds Top Rated Award. The company aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices.</li> <li>3. Supporting Local Economies: Ford Motor Company was named among Diversity Inc's Top 50 companies for Diversity in 2023. Ford's Supplier Diversity Development Program supports minority-owned, women-owned, veteran-owned and other diverse businesses, promoting economic growth and innovation within local communities.</li> <li>4. Ford invests in education through programs like Ford Next Generation Learning (Ford NGL), which partners with schools to prepare students for careers in rapidly changing world. These initiatives help create a skilled workforce and support economic development.</li> <li>5. Ford received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife.</li> </ol>
21	<p>What percentage of your sales are to the governmental sector in the past three years.</p>	<p>55% of Ford Parts &amp; Service Transactions were to Government Agency Fleets in the past 3 years.</p>
22	<p>What percentage of your sales are to the education sector in the past three years.</p>	<p>55% of all Ford Parts &amp; Service Transactions were to Government Agency Fleets over the last 3 years. 8% of these government transactions were to school districts over the last 3 years.</p>
23	<p>List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>Ford Motor Company is currently a Sourcewell vendor for Contract# 101520-FMC.                  2023 Annual Sourcewell Sales - \$4.4 Mil (or 63% YOY increase vs 2022)                  2022 Annual Sourcewell Sales \$2.7 Mil</p> <p>2023 Sourcewell Sales increased 64% YOY vs 2022 Sales.</p>

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

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

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

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

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

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

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

**Table 4: Marketing Plan (100 Points)**

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

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

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

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

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

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

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

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

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

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

**Table 7: Pricing Offered**

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

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

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

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

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

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

**Exceptions to Terms, Conditions, or Specifications Form**

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Final Price File - NFPP - Sourcewell 8.1.2024.xlsx - Thursday August 01, 2024 14:30:23
- Financial Strength and Stability - 2023-Ford-Annual-Report.pdf - Wednesday July 31, 2024 03:08:34
- Marketing Plan/Samples - Example of Sourcewell Marketing and Ford Dealer Training Material.pdf - Thursday August 01, 2024 12:59:54
- WMBE/MBE/SBE or Related Certificates - MWBE Ford Owned Dealers.pdf - Thursday August 01, 2024 12:39:53
- Standard Transaction Document Samples - Standard Transaction Document - Ford Motor Co..pdf - Thursday August 01, 2024 15:29:22
- Requested Exceptions (optional)
- Upload Additional Document - Additional Ford Information for Sourcewell- Awards, Sustainability, Programs.pdf - Thursday August 01, 2024 15:14:19

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

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

## Packet Information

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**File #:** BILL NO. 26-076, **Version:** 1

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An Ordinance approving an amendment to an agreement between the City of Lee's Summit, Missouri and the United States Geologic Survey for the Installation and Maintenance of Stream Gages and authorizing the Mayor to execute the same. (PWC 4/13/26)

Issue/Request:

An Ordinance approving an amendment to an agreement between the City of Lee's Summit, Missouri and the United States Geologic Survey for the Installation and Maintenance of Stream Gages and authorizing the Mayor to execute the same.

Key Issues:

- Pursuant to the FY24 Capital Improvement Plan, the City authorized funding to partner with local and federal agencies to conduct an engineering and planning study to manage stormwater
- Pursuant to the April 4, 2023 No Tax Increase Bond Issue election, voters approved projects to enhance public safety through remote sensors and technology
- Stream gaging installation will provide real time, flood risk information for emergency managers and first responders
- Stream gaging installation will provide data to better manage stormwater
- An agreement between the City and the US Geologic Survey (USGS) authorizing partial federal funding to install stream gaging stations within the City of Lee's Summit was authorized in Bill No. 23-230
- An amendment is necessary between the City and the USGS to adjust the Project Schedule of the original agreement.

Proposed Committee Motion:

I move to recommend to the City Council approval of an Ordinance approving an amendment to an agreement between the City of Lee's Summit, Missouri and the United States Geologic Survey for the Installation and Maintenance of Stream Gages and authorizing the Mayor to execute the same.

Background:

The purposes of installing stream gages within Lee's Summit are to improve stormwater management and enhance public safety. Improving the city's stormwater management infrastructure, coupled with improved emergency response, align with the City's strategic plan goals to enhance public safety, reduce flood risk and damage to property, and mitigate impacts from natural disasters.

Stream gaging will provide real-time, remote sensing to track flooding potential during storm events. Currently, there are no stream gages within the City of Lee's Summit. The closest stream gages are located on the Little Blue River at Lee's Summit Road. This serves as an indicator of water surface levels in the Oaks Ridge Meadows area. These new gages will be located along Cedar Creek at the Chipman Road crossing, and along the East Fork of the Little Blue River.

The gages will be maintained and operated by the USGS, and the information will be posted on a public facing website. This readily available data that can be viewed by anyone, to include emergency managers and first responders, to monitor real-time water surface levels in Cedar Creek and the East Fork to the Little Blue River between US-50 Highway and Prairie Lee Lake.

The USGS scope of service includes the procurement and installation of gages, create a public facing website, and model areas of inundation based on the stream gage readings. These models will be linked to rainfall data. When fully developed, first responders input projected rainfall amounts from weather forecasts into the webpages to show a projected area of inundation before a storm. Then throughout the rain event, emergency managers can monitor the rise and fall of water in the stream. This type of remote sensing is also part of the suite of bond issue projects approved by voters in April 2023. However, funding for this is still coming from the 2017 CIP Sales Tax for stormwater infrastructure improvements to mitigate the impacts of flooding.

This project is intended to be coupled with the proposal to build a network of rain gages in Lee's Summit that will be connected to the Joint Operations Facility, Water Utilities Operation, and Public Works Operations. Rain gages can serve as a "leading indicator" of when streams may swell with flash floods. The stream gages are "lagging indicators" that show a stream rising after significant rain. Collecting rainfall and stream data locally, over many years, will help create much for accurate flooding models of local streams. This will help to better manage floodplain areas, reduce flood insurance rates, and provide more accurate local flood plain maps.

To date, the City has not purchased rain gages. Staff is working to have a total of 5 weather stations installed on City owned properties. One gage will be installed on the airport property, three will be installed within the East Fork Little Blue watershed, and the fifth gage will be installed down south on the Park West property owned by Lee's Summit Parks and Rec. Once the rain gages are installed, the USGS will be able to incorporate data into their model of the East Fork Little Blue.

Working with the USGS allows the City to share some of the cost with the USGS. The City could pursue this on it's own, but this partnership provides access to funds and access to a well-establish, national source of information.

Impact/Analysis:

The timeline for the original agreement ended on December 31, 2025. If not approved, the USGS will not be

able to continue the work. The City would not receive the full benefit of the project.

Timeline:

October 2022 through September 2026

George Binger, Deputy Director of Public Works/City Engineer

Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation here]

## **BILL NO. 26-XXX**

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AN ORDINANCE APPROVING AN AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE UNITED STATES GEOLOGIC SURVEY FOR THE INSTALLATION AND MAINTENANCE OF STREAM GAGES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

WHEREAS, pursuant to the FY24 Capital Improvement Plan, the City authorized funding to partner with local and federal agencies to conduct an engineering and planning study to manage stormwater; and,

WHEREAS, pursuant to the April 4, 2023, no tax increase bond issue election, voters approved projects to enhance public safety through remote sensors and technology; and,

WHEREAS, stream gaging installation will provide real-time flood risk information for emergency managers; and,

WHEREAS, stream gaging installation will provide data to manage stormwater better; and,

WHEREAS, an agreement between the City and the US Geologic Survey (USGS) authorizing partial federal funding to install stream gaging stations within the City of Lee's Summit was authorized in Bill No. 23-230

WHEREAS, an amendment is necessary between the City and the USGS to adjust the Project Schedule of the original agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The amendment to the agreement between the City of Lee's Summit, Missouri, and the United States Geologic Survey for the installation and maintenance of Stream Gages, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and the Mayor is hereby authorized to execute the same or substantially similar on behalf of the City of Lee's Summit, Missouri.

SECTION 2. The Mayor, or designee, is hereby authorized to take such further action and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 4. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

**BILL NO. 26-XXX**

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PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian W. Head*

**Form 9-3143  
(Oct. 2019)**

**AMENDMENT TO AN AGREEMENT BETWEEN THE U.S. GEOLOGICAL SURVEY AND  
CITY OF LEE'S SUMMIT**

Amendment Number: 02

The Agreement is hereby modified as follows:

Article/Paragraph #

Original:

- (a) \$88,400.00 by the party of the first part during the period October 1, 2023 to December 31, 2025
- (b) \$206,200.00 by the party of the second part during the period October 1, 2023 to December 31, 2025

Amendment:

- (a) \$88,400.00 by the party of the first part during the period October 1, 2023 to September 30, 2026**
- (b) \$206,200.00 by the party of the second part during the period October 1, 2023 to September 30, 2026**

FOR THE U.S. GEOLOGICAL SURVEY:

By: AMY RUSSELL Digitally signed by AMY RUSSELL  
Date: 2026.02.24 08:21:48 -06'00' Date: 2/24/26

Name: Amy Russell, Acting for Acting Center Director Wade Kress

Title: Associate Center Director for Science, Central Midwest Water Science Center

FOR CITY OF LEE'S SUMMIT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



A PROPOSAL SUBMITTED TO:  
**City of Lee's Summit, Missouri**

## **Precipitation-Based Flood Mapping and Data Analytics for the City of Lee's Summit, Missouri**



*Flooding in Lee's Summit on April 29, 2022, near SE Brentwood Drive and East Langsford.*



U.S. Geological Survey  
Central Midwest Water  
Science Center

USGS Contacts:

David Heimann, [dheimann@usgs.gov](mailto:dheimann@usgs.gov)  
Jason High, [jhigh@usgs.gov](mailto:jhigh@usgs.gov)

# Precipitation-Based Flood Mapping and Data Analytics for the City of Lee's Summit, Missouri

## CENTRAL MIDWEST WATER SCIENCE CENTER

### Summary

The City of Lee's Summit, Missouri, a southeastern suburb of the greater Kansas City, Missouri, metropolitan area, has an estimated population of 101,108 and covers an area of around 65 square miles. The city of Lee's Summit has identified developed areas that are prone to flooding along Cedar Creek and the East Fork Little Blue River. These areas are either currently developed or have the high potential for future development and any future flooding poses a significant risk to the infrastructure and people inhabiting these at-risk areas. The city of Lee's Summit seeks solutions in understanding the causes of flooding and increasing readiness to potential flash flooding along these identified streams. The primary objectives of the proposed study are (a) monitor these streams using both telemetered and non-telemetered stage sensors, (b) gather observed precipitation data from the City of Lee's Summit's potentially planned precipitation gages along with forecast information by the National Weather Service (NWS), (c) develop and calibrate hydrologic and hydraulic models of select basins that will be used to develop value-added inundation map libraries that will be used for both regulatory and risk management purposes. These inundation map libraries will consist of a variety of antecedent soil moisture conditions and will also account for any projected future change in precipitation frequencies due to climate change.

Field data collection and surveys throughout 2024 will consist of installing one telemetered Fit-For-Purpose (FFP) USGS stream gage and 5 non-telemetered submersible water level loggers throughout select basins, along with field surveys conducted to assist with aerial lidar data used for the development of hydrologic and hydraulic models. Proposed deliverables include a USGS Scientific Investigations Report, a USGS Data Release, and a model archive accompanying a web-based decision-support tool.

### Background/Introduction

The City of Lee's Summit, Missouri, has experienced historical flooding --not limited to road overtopping-- and regulatory concerns from substantial damage and potential encroaching development. In addition, it is anticipated that continued development and regulatory concerns will affect the southern portion of Lee's Summit. Cedar Creek and East Fork Little Blue River are the waterways of greatest concern for flooding. Cedar Creek is the largest stream within the city limits that contributes to road overtopping at Chipman road and poses a flood risk to adjacent pedestrian traffic. The East Fork Little Blue River has a higher population density than other waterways within the City of Lee's Summit, reflecting rental properties within the floodplain and anticipated substantial damage outcomes.

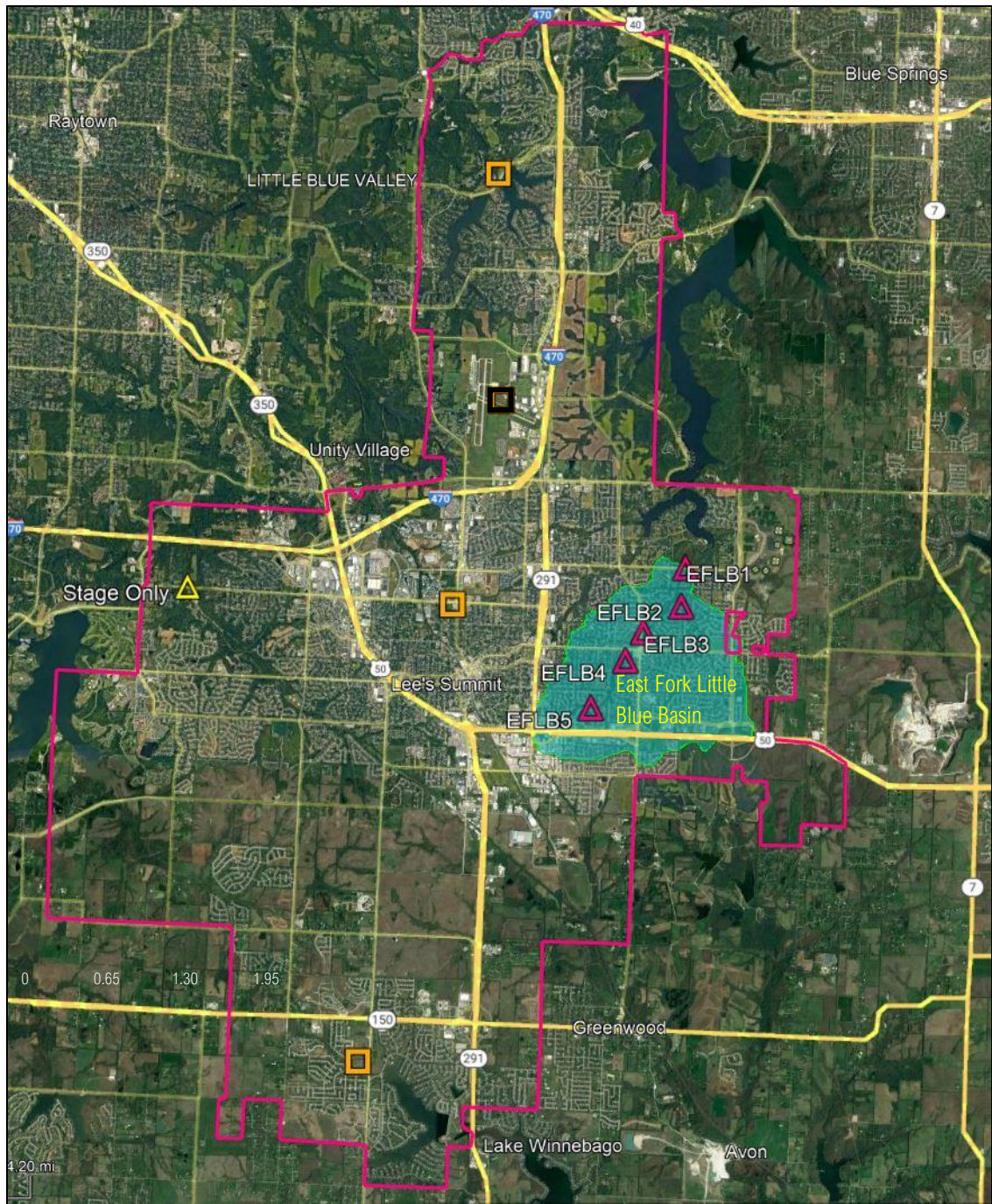
## Problem

Given the effects of flash flooding due to climate change and increasing development, appropriate communication and messaging is needed to local business, residents, and city officials that convey flood risk, including the protection of life and property. Additionally, products are needed to support regulatory management and administration involving future permitting and compliance, as well as informed decisions regarding future base capital improvement cost expenditures.

## Objectives and Scope

The overall objective of this study is to provide a decision support product that conveys flood-risk information and meets regulatory needs for the City of Lee's Summit, Missouri. The overall objective is fulfilled by the following detailed study objectives:

1. Data collection to develop the foundation for communication and product integrity
  - a. Install, operate, and maintain one Fit-For-Purpose (FFP) telemetered stage platform (fig 1). This stage platform will serve as a real-time river observation for the City of Lee's Summit and its citizens on their largest river with the purpose to provide a stage-threshold exceedance notification. This is a non-standard USGS stage gaging platform reflecting limited quality assurance standards.
  - b. Install, operate, and maintain 5 non-telemetered stage sensors in the East Fork Little Blue River basin (fig 1).
  - c. Coordinate and ingest furnished precipitation gage data by the city.
2. Development and calibration of hydrologic and hydraulic models for the East Fork Little Blue River basin to produce:
  - a. Deterministic static inundation map libraries attributed with hydraulic parameters depth, velocity, and water-surface elevation conveying risk along with regulatory analytics including first floor elevations, critical infrastructure, and loss estimation.
  - b. Probabilistic static inundation map libraries with attributed content defined in (a.) for the existing 1-percent base regulatory flood as compared to the future 1-percent flood for a 30- and 50-year projection utilizing climate-based precipitation.
3. Ingestion of observed data by the City of Lee's Summit's precipitation gage(s) along with forecast information by National Weather Service (NWS) for station KXLT (Lee's Summit Municipal Airport, fig 1) facilitated through a dynamic data pull, ingesting 1-hour Quantitative Precipitation Forecasts (QPF) into a web-based decision-support tool.








-  Potential location of non-telemetered stage sensors
-  Potential location telemetered tier 2 stage platform (Chipman Road)
-  National Weather Service (NWS) forecasting station KLXT
-  City of Lee's Summit municipal boundary
-  City of Lee's Summit precipitation gages

Figure 1. Configuration of potential study basin within the municipal boundary of Lee's Summit, Missouri

# Relevance and Benefits

Communities throughout the United States are challenged with messaging and managing flood risk, ensuring safety, and administering appropriate management standards to assure resiliency in the wake of estimated future climate impacts. Frequency and intensity of flooding (opposed to the number of moderate floods) as a result of extreme precipitation events (fig. 2) may continue to increase given additional moisture into the atmosphere owing to evaporation from warmer temperatures (Brunner, Swain, et. al., 2021). Managing flood risk involves the ability to manage an impending disaster, addressing elements of planning, response, and mitigation. A decision support tool provided by this study will address these elements as well as a foundation for compliance with operational and disaster management benefits realized by the City of Lee’s Summit, not limited to:

1. Emergency response plan support with operational and coordination capability to protect lives and property in a timely and effective manner.
2. Mitigation planning support to decrease repetitive losses, financial hardship or potential loss of life with the potential to leverage future grant opportunities.
3. Promotion of communication and management within the regulatory floodplain.
4. Support of informed decisions regarding future base capital improvement cost expenditures through cited benefit-cost evaluation
5. Identification of quantitative change in design-storm magnitudes from climate-based hydrology for design planning of stormwater infrastructure.

U.S. Geological Survey water mission goals addressed by this study include contribution toward the advancement of hydrologic monitoring networks, prediction of changes in the quantity of water resources in response to land use changes and addressing the anticipation of response of water-related emergencies (flooding) (Evenson et.al., 2013). The methods and products developed in this study, therefore, will provide benefits to the residents and managers of the city of Lee’s Summit and to the USGS.

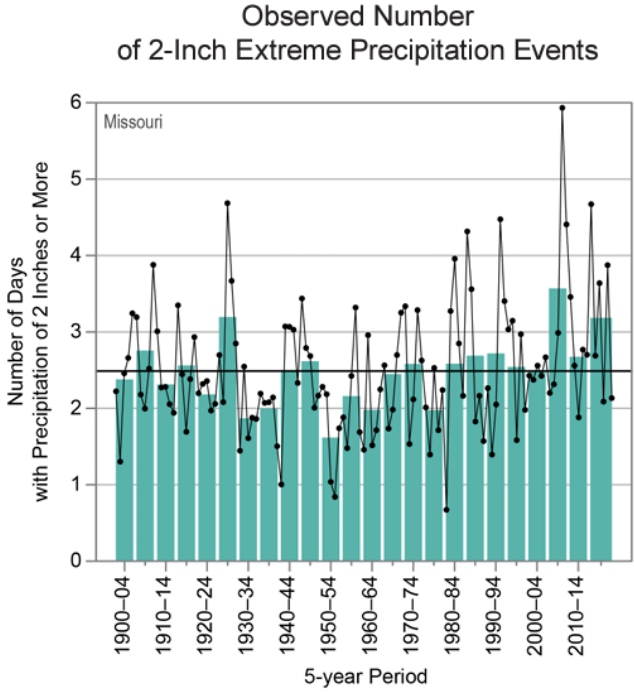


Figure 2. Temporal change in the number of extreme precipitation events in Missouri (Frankson and others, 2022).

# Approach

Four tasks will be accomplished to complete the objectives of this study. These tasks are (1) data collection and monitoring, (2) basin hydrology modeling, (3) hydraulic modeling, (4) web-based decision support tool development and reporting. A general timeline for completion of these tasks is provided in the Timeline and Budget section of this proposal.

## Task 1. Data collection and Monitoring

Time series and geospatial data are required for development, calibration, and subsequent simulations for predictive outcomes of hydrologic and hydraulic models. Time series data include (but are not limited to):

- Installation, operation, and maintenance of a Fit-For-Purpose (FFP) stage-only gaging platform over Cedar Creek near or at Chipman Road, disseminated by way of the National Water Information System ([NWIS web](#)) with [site specific](#) QA and Data Management plan, or disseminated by way of the [USGS Short Term Network](#) (STN) with similar quality assurance and data management.
- Acquisition of stage time series and select discrete discharge measurements at 5 non-telemetered stage sensors within the East Fork Little Blue basin illustrated in figure 1 for moderate or high flow events that occur during the study. Operation of non-telemetered sensors will occur during the study through the third quarter of FY2025.
- Precipitation acquisition and analysis from the [Advanced Hydrologic Prediction Service \(AHPS\)](#) and [Multi-Radar/Multi-Sensor System \(MRMS\)](#) project from the NWS.
- NWIS web hosting and web scraping of observed precipitation data provided by the City of Lee's Summit precipitation gage network (figure 1).
- Web scraping of forecasted precipitation text products (fig 2a) and analysis from the [National Blend of Models](#) for 1-hour QPF data from the NWS.

Geospatial data will include (but is not limited to):

- 2020 lidar furnished by the National Resource Conservation Service (NRCS) and Federal Emergency Management Agency (FEMA).
  - Use of Global Navigation Satellite Systems (GNSS) techniques and methods (Rydlund and Densmore, 2012) to capture location and elevation information not defined from available lidar for the East Fork Little Blue basin. Survey information not limited to channel bathymetry, infrastructure, floodplain, transportation, and detention/retention storage.
    - Datum protocols and establishment (Rydlund and Noll, 2017) for non-telemetered stage sensor locations.
    - Identification and preservation of high-water marks (Koenig and others, 2016) for any potential moderate and/or high flow events that occur during the study.
- As-built / design plans for pertinent infrastructure.
- National Land Cover Dataset (NLCD) land cover data
- National Agriculture Imagery Program (NAIP); and
- Next-Generation Radar (NEXRAD) Hydrologic Rainfall Analysis Project (HRAP) grid data.

Sediment and soils data will include:

- Soil Survey Geographic (SSURGO) database (NRCS, 2019)

## Task 2. Basin Hydrology Modeling

Analysis conducted within the East Fork Little Blue River basin will utilize the Hydrologic Engineering Center (HEC)-River Analysis System (RAS). Precipitation and infiltration will be modeled using HEC-RAS rain on grid, a precipitation modeling component within HEC-RAS or Hydrologic Engineering Center (HEC)-Hydrologic Modeling System (HMS) model, a process-based, semi-distributed water-balance model designed to predict the effects of management decisions on water, sediment, and water-quality (i.e., nutrients) (Scharffenberg, 2018). The modeling program that is used for this project scope will be determined by USGS during the project period. Modeled processes for this effort include, but are not limited to, event surface runoff, base flow, and channel transmission losses, which can be simulated in the model and are determined by process-related parameter values. Simulated waters aggregated within their corresponding sub-basins are allocated to the sub-basin reach and exit a sub-basin via outlet points on the stream network that define the sub-basin. The outlet point for the select basin is represented by the non-telemetered EFLB1 at Scruggs Road (East Fork Little Blue) (fig 1). Select discharge measurements will be used along with stage hydrographs to support model calibration.

Model outputs include streamflow for the sub-basin outlet, including the delineated basin outlet, at variable timesteps from sub-daily to annual. Many mathematical model options exist within HEC-RAS rain on grid to determine precipitation losses (interception and storage), methods of transforming excess precipitation to streamflow, and the addition and rate of change of baseflow. Modification of these model options allows for the control of antecedent storm conditions such that simulated event hydrographs can be preceded by dry, normal or wet starting conditions (USACE, 2020). Dry, normal and wet soil-moisture antecedent conditions

will be simulated to account for a conservative range of possible hydrologic responses from the basin. A constant estimated baseflow condition will precede all simulated events.

Frequency (recurrence) of storm events will be used to define inputs to hydrologic analysis over a range of select durations derived from National Oceanic Atmospheric Administration (NOAA) Atlas 14 Volume 8 (Perica and others, 2013). Atlas 14 intensity and depths will be used in support of full duration observed storm events from the local precipitation gaging network in the City of Lee's Summit. Distribution for non-observed Atlas 14 storm events will use a known rainfall distribution method (Huff Quartile, Pilgrim-Cordery, SCS Type II, etc.) that is determined to be ideal for this study area. Boundary conditions or forcings to hydraulic models produced by HEC-RAS will be represented by a combination of various frequency, duration and resulting accumulation precipitation inputs from observed events and Atlas 14 that will drive notable (deterministic) flood impacts. Annual-maximum series (AMS), Full Duration (FDS) and partial-duration series (PDS) precipitation amounts will be evaluated for appropriate use given event frequency.

Future conditions modeling uses historical data that are assumed to represent a stationary process. Climate change introduces nonstationary risks such as sea level and temperature rise, and changes in timing and distribution of precipitation, snowpack, and snowmelt. Failure to account for such nonstationary risks may compromise the operational characteristics of existing and future infrastructure (NCHRP, 2019). The National Cooperative Highway Research Program (Transportation Research Board) Project 15-61 provides documentation and a "roadmap" to utilize technical topics related to the need for the incorporation of climate science projections into inland hydrology design and analysis (NCHRP, 2019). The NCHRP document will serve as the foundation to evaluate 30- and 50-year precipitation projections by way of adaptation tools used by the transportation industry that involve climate data processing through the Coupled Model Intercomparison Project (CMIP). Climate drivers will incorporate carbon emissions scenarios or Representative Concentration Pathways (RCPs) for both RCP4.5 and RCP8.5 to provide a sufficient range for comparisons that ultimately reflect future-conditions precipitation frequency estimates as shown in table 1 (*1-percent precipitation probability for both 6- and 24-hour storm durations over a range of dry, normal, and wet antecedent moisture conditions*).

	Deterministic Conditions*		Existing Conditions		Future Conditions							
	NOAA Atlas 14 Point Precipitation Frequency		Storm Duration		RCP4.5 - 30 yr		RCP4.5 - 50 yr		RCP8.5 - 30 yr		RCP8.5 - 50 yr	
	Lee's Summit - Accumulation		6-hour	24-hour	6-hour	24-hour	6-hour	24-hour	6-hour	24-hour	6-hour	24-hour
	Frequency	Duration	Recurrence Interval (t-year)		Recurrence Interval (t-year)		Recurrence Interval (t-year)		Recurrence Interval (t-year)		Recurrence Interval (t-year)	
Antecedent Moisture Condition	Dry	Variable*	Variable*	100	100	100	100	100	100	100	100	100
	Normal	Variable*	Variable*	100	100	100	100	100	100	100	100	100
	Wet	Variable*	Variable*	100	100	100	100	100	100	100	100	100

\*Combination of various frequency, duration, and resulting accumulation precipitation representing notable flood impacts

**National Oceanic Atmospheric Administration (NOAA) ATLAS 14 Point Precipitation Frequency Estimates for Lee's Summit, Missouri**

PDS-based precipitation frequency estimates with 90% confidence intervals (in inches) <sup>1</sup>										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.413 (0.322-0.529)	0.484 (0.377-0.620)	0.600 (0.466-0.770)	0.697 (0.539-0.899)	0.833 (0.625-1.10)	0.939 (0.690-1.26)	1.05 (0.745-1.43)	1.16 (0.794-1.62)	1.30 (0.864-1.87)	1.42 (0.917-2.06)
10-min	0.605 (0.472-0.775)	0.708 (0.552-0.907)	0.878 (0.662-1.13)	1.02 (0.789-1.32)	1.22 (0.915-1.62)	1.38 (1.01-1.84)	1.53 (1.09-2.10)	1.69 (1.16-2.37)	1.91 (1.26-2.74)	2.07 (1.34-3.01)
15-min	0.738 (0.576-0.945)	0.864 (0.673-1.11)	1.07 (0.832-1.38)	1.25 (0.962-1.60)	1.49 (1.12-1.97)	1.68 (1.23-2.25)	1.87 (1.33-2.56)	2.06 (1.42-2.89)	2.33 (1.54-3.34)	2.53 (1.64-3.68)
30-min	1.02 (0.797-1.31)	1.20 (0.937-1.54)	1.50 (1.16-1.93)	1.75 (1.35-2.25)	2.09 (1.57-2.77)	2.36 (1.73-3.16)	2.63 (1.87-3.60)	2.91 (1.99-4.07)	3.27 (2.17-4.69)	3.56 (2.30-5.17)
60-min	1.34 (1.04-1.71)	1.57 (1.23-2.02)	1.96 (1.52-2.52)	2.29 (1.77-2.96)	2.76 (2.07-3.66)	3.13 (2.30-4.19)	3.50 (2.49-4.79)	3.88 (2.67-5.45)	4.41 (2.92-6.32)	4.81 (3.11-6.99)
2-hr	1.65 (1.30-2.10)	1.94 (1.53-2.47)	2.43 (1.90-3.09)	2.84 (2.21-3.63)	3.42 (2.59-4.51)	3.89 (2.88-5.18)	4.37 (3.14-5.94)	4.86 (3.37-6.78)	5.54 (3.70-7.90)	6.06 (3.96-8.75)
3-hr	1.87 (1.48-2.36)	2.19 (1.73-2.78)	2.75 (2.16-3.48)	3.22 (2.52-4.10)	3.90 (2.98-5.13)	4.45 (3.32-5.92)	5.02 (3.63-6.82)	5.62 (3.91-7.81)	6.44 (4.33-9.16)	7.08 (4.64-10.2)
6-hr	2.25 (1.79-2.82)	2.66 (2.11-3.33)	3.35 (2.65-4.21)	3.96 (3.12-4.99)	4.84 (3.72-6.33)	5.56 (4.18-7.35)	6.31 (4.60-8.52)	7.11 (5.00-9.82)	8.21 (5.58-11.6)	9.09 (6.01-13.0)
12-hr	2.65 (2.13-3.29)	3.15 (2.53-3.92)	4.02 (3.21-5.01)	4.79 (3.81-5.99)	5.91 (4.59-7.68)	6.83 (5.18-9.96)	7.79 (5.73-10.4)	8.81 (6.25-12.1)	10.2 (7.01-14.4)	11.4 (7.59-16.1)
24-hr	3.10 (2.51-3.82)	3.69 (2.98-4.55)	4.72 (3.80-5.83)	5.63 (4.51-6.98)	6.96 (5.45-8.99)	8.06 (6.16-10.5)	9.21 (6.83-12.3)	10.4 (7.46-14.2)	12.1 (8.39-17.0)	13.5 (9.09-19.1)
2-day	3.65 (2.98-4.46)	4.29 (3.49-5.24)	5.40 (4.38-6.61)	6.38 (5.16-7.85)	7.84 (6.19-10.0)	9.04 (6.98-11.7)	10.3 (7.72-13.6)	11.7 (8.41-15.8)	13.6 (9.45-18.8)	15.1 (10.2-21.1)
3-day	4.05 (3.32-4.93)	4.69 (3.84-5.71)	5.81 (4.74-7.09)	6.81 (5.52-8.33)	8.28 (6.57-10.6)	9.50 (7.37-12.2)	10.8 (8.11-14.2)	12.2 (8.82-16.4)	14.1 (9.87-19.5)	15.6 (10.7-21.8)
4-day	4.38 (3.60-5.31)	5.03 (4.13-6.09)	6.15 (5.03-7.47)	7.15 (5.82-8.72)	8.62 (6.86-10.9)	9.83 (7.65-12.6)	11.1 (8.39-14.6)	12.5 (9.08-16.8)	14.4 (10.1-19.8)	15.9 (10.9-22.1)
7-day	5.19 (4.29-6.24)	5.87 (4.85-7.07)	7.05 (5.81-8.51)	8.07 (6.62-9.78)	9.54 (7.63-12.0)	10.7 (8.39-13.6)	12.0 (9.08-15.5)	13.3 (9.71-17.7)	15.1 (10.6-20.6)	16.5 (11.4-22.8)
10-day	5.88 (4.88-7.04)	6.64 (5.51-7.95)	7.91 (6.54-9.49)	8.98 (7.39-10.8)	10.5 (8.41-13.1)	11.7 (9.18-14.8)	12.9 (9.85-16.7)	14.2 (10.4-18.8)	15.9 (11.3-21.7)	17.3 (12.0-23.8)
20-day	7.85 (6.58-9.32)	8.87 (7.42-10.5)	10.5 (8.76-12.5)	11.8 (9.82-14.2)	13.6 (11.0-16.7)	15.0 (11.8-18.7)	16.3 (12.5-20.8)	17.7 (13.1-23.1)	19.4 (13.9-26.1)	20.7 (14.5-28.4)
30-day	9.50 (8.00-11.2)	10.7 (9.03-12.7)	12.7 (10.6-15.0)	14.3 (11.9-17.0)	16.3 (13.2-19.8)	17.8 (14.1-22.0)	19.3 (14.8-24.4)	20.7 (15.4-26.9)	22.5 (16.1-30.1)	23.8 (16.7-32.5)
45-day	11.6 (9.82-13.6)	13.1 (11.1-15.4)	15.4 (13.0-18.2)	17.3 (14.5-20.5)	19.7 (15.9-23.7)	21.4 (17.0-26.2)	23.0 (17.7-28.8)	24.5 (18.2-31.6)	26.3 (18.9-34.9)	27.5 (19.4-37.4)
60-day	13.4 (11.4-15.7)	15.1 (12.6-17.7)	17.8 (15.0-20.9)	19.8 (16.7-23.4)	22.4 (18.2-26.9)	24.3 (19.3-29.6)	26.0 (20.1-32.5)	27.5 (20.5-35.4)	29.4 (21.2-38.8)	30.6 (21.7-41.4)

<sup>1</sup> Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

Table 1. Hydrology input summary (including [NOAA Atlas 14 Precipitation Frequency Data Server](#) | [U.S. Climate Resilience Toolkit](#)) used for basin analysis and hydraulic model boundary conditions in developing both deterministic and probabilistic static inundation map libraries. Probabilistic scenarios to be modeled are shown in yellow.

## 2a. Basin Hydrology Modeling Quality Assurance

Time-series data are necessary to evaluate model performance and quality assure predictive capability. Along with precipitation resources referenced in task 1, time-series data captured by non-telemetered sensors installed in task 1 as well as any potentially recovered high-water marks may be used for the duration of the proposed study. In addition, sensitivity analysis will be conducted to determine the association between independent and dependent variables to facilitate more accurate model prediction.

Statistical analysis involving *goodness-of-fit* testing is necessary and will be conducted to identify any discrepancies that may exist between observed time-series data and those that would be expected of the basin model in a normal distribution case. Essentially this testing identifies whether data are reasonable or highly unlikely and utilizes several approaches such as absolute value error statistics (root mean square error) and normalized *goodness-of-fit* statistics (Nash-Sutcliffe Efficiency coefficient) Nash, Sutcliffe, 1970, Ritter and Munoz-Carpena, 2013.

### Task 3: Hydraulic Modeling

Hydrology time-series inputs developed from task 2 are necessary for hydraulic analysis to reveal inundation extents. A recently completed (furnished) unsteady two-dimensional Hydrologic Engineering Center (HEC) – River Analysis System (RAS) model will be used to simulate flood profiles depicting water depth, velocity, and water-surface elevations for deterministic and probabilistic static map libraries given the inputs summarized in table 1. The HEC-RAS model will perform two-dimensional hydraulic calculations for a full network of natural and constructed channels, overbank/floodplain areas, and levee protected areas (Brunner, 2016). The model accounts for channel geometry and roughness in addition to infrastructure and in-line structures (i.e., lake outlets) when estimating water surface elevations. The model output includes estimates of water-surface elevations and velocities in a channel/floodplain system for a given discharge over variable time steps.

## 3a. Hydraulic Modeling Quality Assurance

The two-dimensional unsteady HEC-RAS model will be calibrated using any available peak water surface data obtained from non-telemetered sensors and any historic flood heights (high-water marks) within the jurisdictional boundary, whether documented or conveyed by parole evidence. Precipitation inputs may be applied for a potential rain-on-grid approach in calibration of prior flood events.

Manual calibration consists of adjusting process-related parameter values to minimize the differences between simulated output and measured data. Model performance will be evaluated with several criteria by comparisons from observed to simulated conditions with Root Mean Square Error (RMSE). As part of the calibration process, sensitivity analysis will be conducted to determine the association between independent and dependent variables to facilitate more accurate model prediction. Adjusting parameters such as material types (mannings roughness coefficients) can be applied to evaluate model response and sensitivity that aid in providing uncertainty estimates.

#### Task 4: Web-Based Decision Support Tool Development and Reporting

A product is needed to convey flood-risk information and support regulatory needs with an intent to operationalize use in planning, response, and mitigation. USGS [Web Informatics and Mapping \(WiM\)](#) develops web-based tools ingesting model simulated features and results, infrastructure, regulatory and loss data, as well as dynamic data acquisition of telemetered gage data and forecasted text products. The web-based dashboard will offer dynamic mapping of background basin streams, topography, transportation, and residential and commercial infrastructure with the following added features and attributes (fig 3):

1. Observed precipitation data for any potentially planned precipitation gages acquired by the City of Lee's Summit.
2. Observed stage gage data near or at Chipman Road.
3. Inundation map libraries as a consequence of precipitation duration and accumulation
  - a. Ability to toggle on dry, normal, and wet antecedent moisture conditions
    - i. Representing a variety of simulated combinations and deterministic outcomes (fig 3)
      1. Functionality to interact with web-scraped 1-hour Quantitative Precipitation Forecast (QPF) data
      2. Functionality to evaluate observed precipitation (1.) and stage data (2.) for quality assurance.
    - ii. Representing the 1-percent precipitation probability for 6- and 24-hour storm durations
      1. Differentiated with deterministic outcomes above (i.) and climate-based precipitation as summarized in table 1 for both RCP4.5 and 8.5 as well as 30- and 50-year projections.
    - iii. Representing depth, velocity, and water-surface elevation data.
      1. Differentiating with first-floor elevations and any relevant critical infrastructure (fig 3a)
      2. Differentiating with census-block loss data using [FEMA Hazus](#) (fig 3b). Application of HAZUS is dependent on availability from FEMA, which may result in a delay in HAZUS deliverable availability.

NBH TEXT BULLETIN - STATION KLXT  
 # KLXT NBM V4.0 NBH GUIDANCE 12/08/2022 1300 UTC  
 UTC 14 15 16 17 18 19 20 21 22 23 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14

1-hour QPF forecast  
 (updated every 6 hrs.)

Lee's Summit Potential  
 Precipitation Gages  
*Illustrative purposes only*  
 National Weather Service  
 (NWS) Forecast location  
 KLXT



Furnished  
 observed  
 precipitation  
 (updated  
 every 5-15  
 minutes)

Basemaps

Flood Scenarios

Select an antecedent moisture condition:  
 DRY NORMAL WET

Select a precipitation duration (hours):  
 0.5 1 2 3 4 6 8 12 24

Select a precipitation magnitude (inches):  
 0.17 0.96 2.45 2.85 3.42 3.88 4.3 4.76 5.35 8.53

Recent Precipitation Conditions

Precipitation Date/Time (CDT)	Precipitation Duration (hours)	Precipitation Total (inches)
Sep 23 16:00	0.5	0
Sep 23 15:30	1	0
Sep 23 14:30	2	0
Sep 23 13:30	3	0
Sep 23 12:30	4	0

Slider bars allow interactive viewing of inundation maps using observed and forecasted conditions

Antecedent Moisture Condition

DRY NORMAL WET

"At a glance" 24-hr QPF forecast with potential flooding in hours 9 and 10

1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24

15-min	30-min	1-hr	2-hr	3-hr	4-hr	6-hr
986 ft	982 ft	980 ft				

For hour 9, potential for flooding at 15-, 30-, and 1-hour durations with corresponding resulting height of water at the reference location

Figure 3. Example of observed conditions for precipitation identified in the lower left and ingested 1-hour Quantitative Precipitation Forecast (QPF) data interactive functionality in the upper right taken from forecast text bulletins.

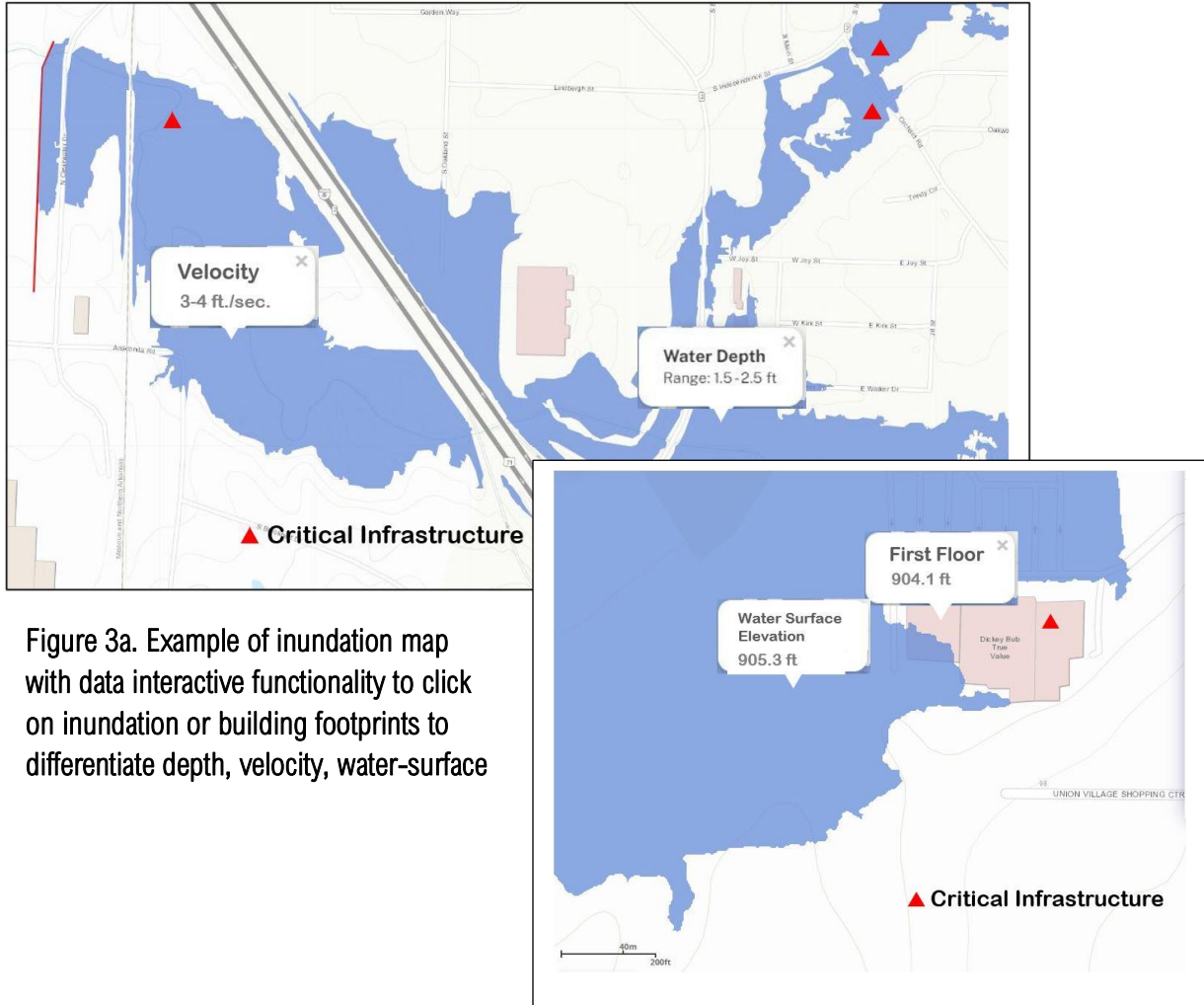


Figure 3a. Example of inundation map with data interactive functionality to click on inundation or building footprints to differentiate depth, velocity, water-surface

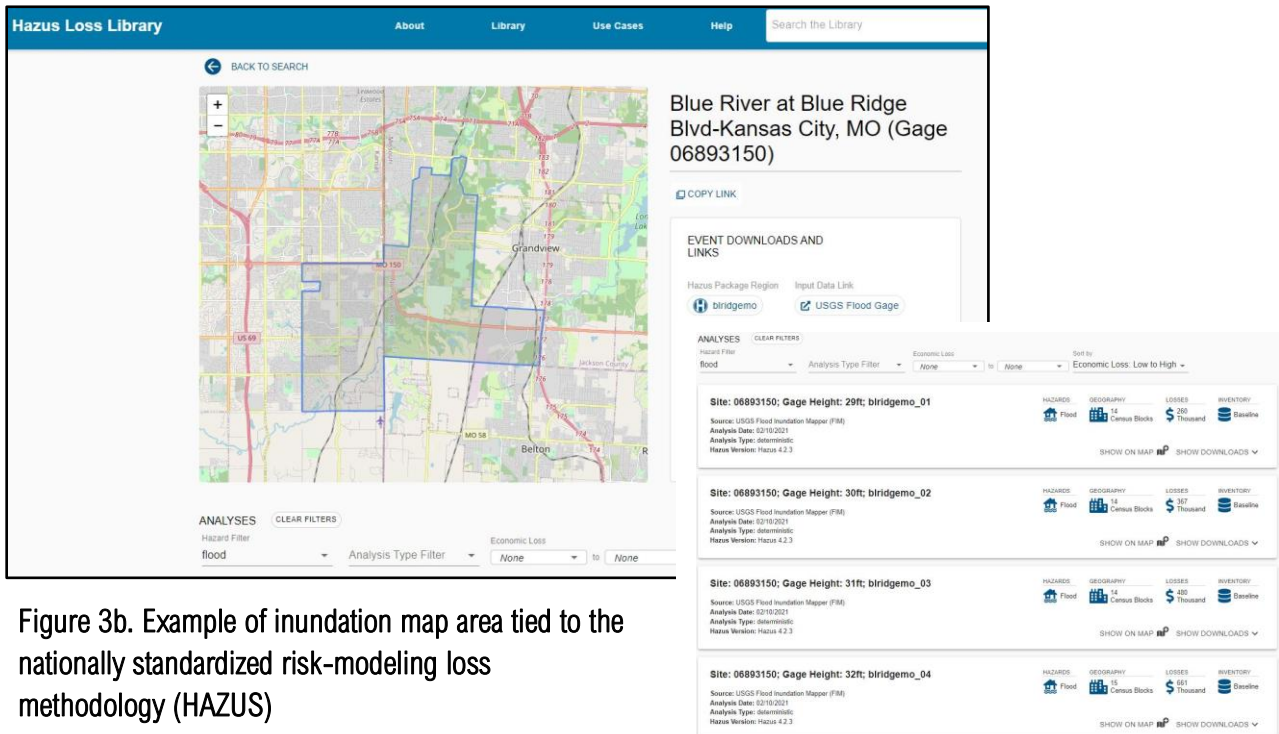


Figure 3b. Example of inundation map area tied to the nationally standardized risk-modeling loss methodology (HAZUS)

The methods used for data collection, model development, calibration, sensitivity analysis, and the results of model simulations and macro executions will be documented in a USGS Scientific Investigation Report (SIR) and accompanying Data Release and model archive. In addition, uncertainty analysis of results will be documented through model calibration and sensitivity analysis.

## Quality Assurance Plan

Quality assurance (QA) measures will be followed to ensure the completeness of the information communicated during the study. The QA objectives for the collection and communication of information will:

- Withstand scientific scrutiny
- Be obtained by methods appropriate for its intended use, and
- Be representative and of known completeness and comparability.

Data used in the modeling process will be derived from reliable host sources, including the USGS [National Water Information System](#) for streamflow data, and the Natural Resources Conservation Service Geospatial Data Gateway (U.S. Department of Agriculture, 2019) for various geospatial information (such as soils and imagery). Hydrologic model outputs will be evaluated using root mean squared error (RMSE) at stage gage locations (Moriassi and others, 2007) as well as non-telemetered sensor locations. All digital data and models will be reviewed by USGS personnel to ensure proper documentation and technical standards established by the USGS Office of Quality Assurance (OQA) guidance for hydraulic modeling studies documented in OSW Technical Notes 2015.37 and 2016.25. The models and modeling results will be archived in accordance with Office of Surface Water Technical Memorandum 2015.01 (Model Archive Memo). Data collection standards as provided by USGS Techniques and Methods manuals will be upheld for GNSS surveys (Rydland and Densmore, 2012), high-water mark collection (Koenig and others, 2016), and measured streamflow (Turnipseed and Sauer, 2010).

Policies and procedures for archiving Surface-Water data and project information are also provided in the Central Midwest Water Science Center data management plans. The project and project budget will be reviewed by USGS management on a quarterly basis to ensure project timelines are met.

Quality assurance standards for the Fit-For-Purpose (FFP) stage-gage platform will be documented within [CMWSC site-specific QA plan](#) along with appropriate data management procedures shared through the appending data management plan. FFP time series may be disseminated via NWIS web abiding by site-specific QA, articulating temporary data storage identified in the CMWSC plan or by way of the [STNweb](#)

Furnished precipitation data will be reviewed and conveyed under the term “temporary data,” subsequently available for a 60-day period as identified in [SW2006.01](#)

# Deliverables

The USGS will provide quarterly progress reports to the City of Lee’s Summit. The results of the modeling efforts will be published in a USGS Scientific Investigation Report (SIR). Stage hydrographs and survey data will be made available in a machine-readable electronic format accessible through the USGS Science Data Catalog and Data.gov following USGS data publication requirements. The web-based decision support tool deliverable (as described in task 4) will accompany the SIR and will be hosted by the City of Lee’s Summit. Geospatial files (polygons, depth grids, velocity, etc.) will be hosted by the USGS.

# Timeline and Budget

Timeline and budget based on signed agreement beginning October 1, 2023 (FY 2024).

Task	FY 2024				FY 2025			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>Task 1:</b> Data Collection and Monitoring	Active	Active	Active	Active	Completed	Completed	Completed	Completed
<b>Task 2:</b> Basin Hydrology Modeling	Active	Active	Active	Completed	Completed	Completed	Completed	Completed
<b>Task 2a:</b> Basin Hydrology Modeling Quality Assurance	Completed	Completed	Completed	Active	Completed	Completed	Completed	Completed
<b>Task 3:</b> Hydraulic Modeling	Completed	Completed	Active	Active	Completed	Completed	Completed	Completed
<b>Task 3a:</b> Hydraulic Modeling Quality Assurance	Completed	Completed	Completed	Completed	Completed	Active	Active	Completed
<b>Task 4:</b> Web-Based Decision Support Tool Development and Reporting	Completed	Completed	Completed	Completed	Completed	Active	Active	Active

	FY 2024	FY 2025	Total
City of Lee's Summit	\$102,200	\$104,000	\$206,200
USGS	\$43,800	\$44,600	\$88,400
Total	\$146,000	\$148,600	\$294,600

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## Packet Information

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**File #:** BILL NO. 26-077, **Version:** 1

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An Ordinance awarding the bid for Project No. P-296 SS for the Surface Seal FY27 Program to Vance Brothers, LLC in the amount of \$1,310,772.82 and authorizing the City Manager to execute an agreement for the same. (PWC 4/13/26)

Issue/Request:

An Ordinance awarding the bid for Project No. P-296 SS for the Surface Seal FY27 Program to Vance Brothers, LLC in the amount of \$1,310,772.82 and authorizing the City Manager to execute an agreement for the same.

Key Issues:

- The Surface Seal Program is a key element in the City's yearly Pavement Maintenance Programs. Timely application is necessary to extend the life of existing pavement.
- Approximately 36.5 lane miles will be treated under the Surface Seal FY26 Program (hereinafter "Project No. P-296 SS").
- Project No. P-296 is funded by the Transportation Sales Tax Fund.
- Public Works Engineering issued an advertisement for bids for the construction of Project No. P-296 SS on March 11, 2026, guided by local policies and state statutes.
- Vance Brothers, LLC (hereinafter "Contractor") was determined to be the lowest and best bidder by City staff.
- The City desires to enter into an agreement with the Contractor to perform the services for Project No. P-296 SS

Proposed Committee Motion:

I move to recommend to City Council for approval of an Ordinance awarding the bid for Project No. P-296 SS for the Surface Seal FY27 Program to Vance Brothers, LLC in the amount of \$1,310,772.82 and authorizing the City Manager to execute an agreement for the same.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance awarding the bid for P-296 SS for the Surface Seal FY27 Program to Vance Brothers, LLC in the amount of \$1,310,772.82 and authorizing the City Manager to execute an agreement for the same.

SECOND MOTION: I move for adoption of an Ordinance awarding the bid for Project No. P-296 SS for the Surface Seal FY27 Program to Vance Brothers, LLC in the amount of \$1,310,772.82 and authorizing the City Manager to execute an agreement for the same.

Background:

Surface sealing is a street surface treatment designed to extend the life of existing pavements at about one-fourth the cost of milling and overlaying a pavement. Timely application can double the life of existing pavements before resurfacing with a mill and overlay. This process is similar in concept to painting a house instead of waiting to replace the siding.

Surface sealing with Micro Surface is a specialized process with very few contractors that specialize in micro surfacing. Surface sealing uses a mixture of fine aggregate, polymer-modified asphalt oils, Portland cement, and mineral fillers. This process seals the entire roadway with a 1/4-inch-thick layer of the oil-aggregate mixture. The first step in the sealing process is filling surface cracks and voids to make them weather tight, similar to caulking seams on a house to prevent water infiltration. The surface seal mixture is then placed over the entire street to provide a water-resistant surface that mitigates aging of the pavement caused by UV rays from the sun.

Timeline:

June through August 2026

Impact/Analysis:

Public Works Engineering advertised for bids for Project No. P-296 SS on March 11, 2026, guided by local policies and state statutes. Potential bidders were notified through QuestCDN, the City's website and a mass email notification. One responsive bid was received by the March 31, 2026, bid opening date. City staff reviewed the bid and Vance Brothers, Inc. was determined to be the lowest and best bidder. Vance Brothers, Inc. has previously and successfully performed work for the City. The received bid is priced approximately 7.7% higher than last year's award price and below the engineer's estimated cost. The budget was approved by City Council in the Capital Improvement Plan. This program is delivered through a design, bid, build process. City staff prepared the design and bid documents for construction.

Vince Schmoeger, Project Manager

Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text here]

## **BILL NO. 26-XXX**

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AN ORDINANCE AWARDING THE BID FOR PROJECT NO. P-296 SS FOR THE SURFACE SEAL FY27 PROGRAM TO VANCE BROTHERS, LLC IN THE AMOUNT OF \$1,310,772.82, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE SAME.

WHEREAS, the Surface Seal Program is a key element in the City's yearly Pavement Management Programs. Timely application is necessary to extend the life of existing pavement; and,

WHEREAS, approximately 36.5 lane miles will be treated under the Surface Seal FY27 Program ("Project No. P-296 SS"); and,

WHEREAS, Project No. P-296 SS is funded by the Transportation Sales Tax Fund; and,

WHEREAS, Public Works Engineering issued an advertisement for bids for the construction of Project No. P-296 SS on March 11, 2026, guided by local policies and state statutes; and,

WHEREAS, Vance Brothers, LLC ("Contractor") was determined to be the lowest and best bidder by City staff; and,

WHEREAS, the City and Contractor desire to enter into an agreement to perform the services for Project No. P-296 SS.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The City Council of the City of Lee's Summit, Missouri, hereby awards the bid for Project No. P-296 SS to the Contractor in the amount of \$1,310,772.82.

SECTION 2. The agreement between the City of Lee's Summit, Missouri, and the Contractor, attached hereto as Exhibit A and incorporated by reference, is hereby approved, and the City Manager, or designee, is hereby authorized to execute an agreement substantially similar to the same on behalf of the City of Lee's Summit, Missouri.

SECTION 3. The City Manager, or designee, is further authorized to take such further action and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 5. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

**BILL NO. 26-XXX**

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PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian W. Head*

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **the City of Lee’s Summit, Missouri** (“Owner”) and **Vance Brothers, LLC**. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Application of APWA Type I (ISSA Type II) Improved Street Micro-Surface to streets or segments of streets as specified by the Owner, including all materials, labor, equipment, supervision, and any and all other items necessary to complete the work.

### **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Project No. P-296 SS, Surface Seal FY27 Program**

### **ARTICLE 3—ENGINEER**

3.01 The Owner has retained **City of Lee’s Summit Public Works Department** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

### **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **90 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90 days after Substantial Completion**.

4.03 *Milestones*

A. Completion of the punch list attached to the Certificate of Substantial Completion shall be achieved within 30 days after Substantial Completion.

#### 4.04 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$1,100.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones*:
    - a. Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Paragraph 4.03.A, or until the time specified for the Work to be completed and ready for final payment, at which time the rate indicated in Paragraph 4.04.A.2 will apply, rather than this Milestone rate.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
2.01	Type II Micro Surfacing	SY	292,594	\$3.91	\$1,144,042.54
2.02	Pavement Marking - 4" Solid White High-Build Paint	LF	59,184	\$0.24	\$14,204.16

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
2.03	4" Solid Yellow High-Build Paint White High-Build Paint	LF	87,248	\$0.24	\$20,939.52
2.04	Pavement Marking - 6" Solid White Pre-Formed Thermoplastic	LF	900	\$10.73	\$9,657.00
2.05	Pavement Marking - 6" Dashed White Pre-Formed Thermoplastic	LF	860	\$1.49	\$1,281.40
2.06	Pavement Marking - 12" Solid Yellow Pre-Formed Thermoplastic	LF	717	\$16.50	\$11,830.50
2.07	Pavement Marking - 12" Solid White Pre-Formed Thermoplastic	LF	557	\$1.93	\$1,075.01
2.08	Pavement Marking - 12" Dashed White Pre-Formed Thermoplastic	LF	486	\$1.93	\$937.98
2.09	Pavement Marking - 24" Solid White Pre-Formed Thermoplastic	LF	486	\$37.40	\$18,176.40
2.10	Pavement Marking - Left Turn Arrow Pre-Formed Thermoplastic	EA	69	\$275.00	\$18,975.00
2.11	Pavement Marking - Right Turn Arrow Pre-Formed Thermoplastic	EA	24	\$275.00	\$6,600.00
2.12	Pavement Marking - REMOVAL 4" High Build	LF	129,302	\$0.33	\$42,669.66
2.13	Pavement Marking - REMOVAL 6" Thermoplastic	LF	900	\$2.48	\$2,232.00
2.14	Pavement Marking - REMOVAL 12" Thermoplastic	LF	817	\$4.95	\$4,044.15
2.15	Pavement Marking - REMOVAL 24" Thermoplastic	LF	95	\$13.20	\$1,254.00
2.16	Pavement Marking - REMOVAL Arrow Symbols - Thermoplastic	EA	123	\$104.50	\$12,853.50
<b>Total of all Extended Prices for Unit Price Work</b> (subject to final adjustment based on actual quantities)					<b>\$1,310,772.82</b>

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

## 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95** percent of the value of the Work completed (with the balance being retainage).
    - b. **100** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **150** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

## 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

## 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

## 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate as specified by Missouri State Statute, RSMo 8.960.

## ARTICLE 7—CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.

4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Maps consisting of **10** sheets with each sheet bearing the following general title: **Surface Seal FY27**.
7. Addenda (numbers **[number]** to **[number]**, inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 Contractor's Certifications

- A. Pursuant to Section 34.600, RSMo., and to the fullest extent permitted by law, Contractor certifies that it is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

8.04 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_, **2026** (which is the Effective Date of the Contract).

Owner:

Contractor:

**City of Lee's Summit, Missouri**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Mark Dunning

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: City Clerk

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

220 SE Green Street

\_\_\_\_\_

Lee's Summit, MO 64063

\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: George M. Binger III

Name: \_\_\_\_\_

Title: City Engineer

Title: \_\_\_\_\_

Address:

Address:

220 SE Green Street

\_\_\_\_\_

Lee's Summit, MO 64063

\_\_\_\_\_

Phone: 816.969.1800

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

APPROVED AS TO FORM:

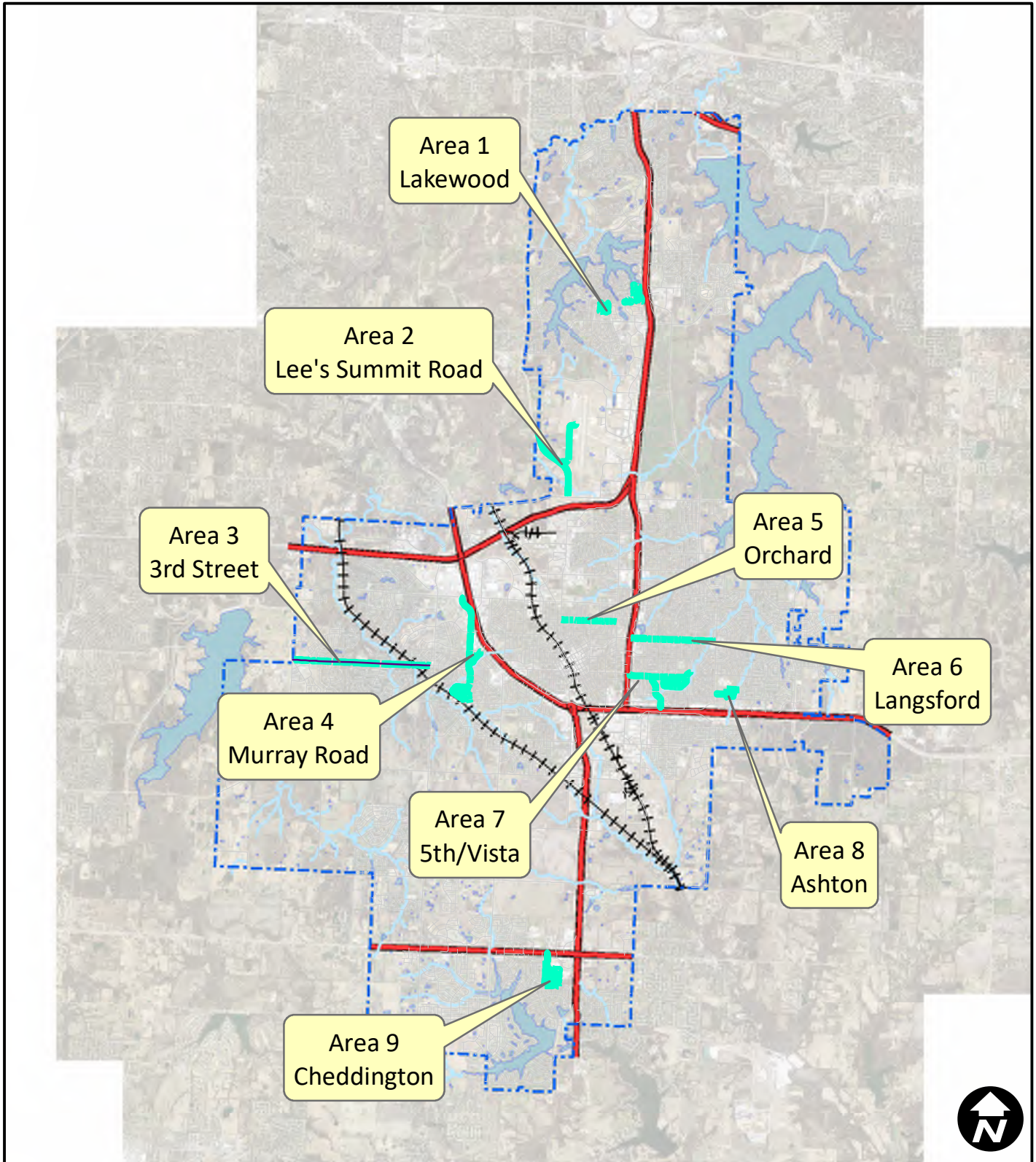
License No.: \_\_\_\_\_

*(where applicable)*

\_\_\_\_\_  
Office of the City Attorney

State: \_\_\_\_\_

# City of Lee's Summit Surface Seal FY27 - Project No. P-296 SS



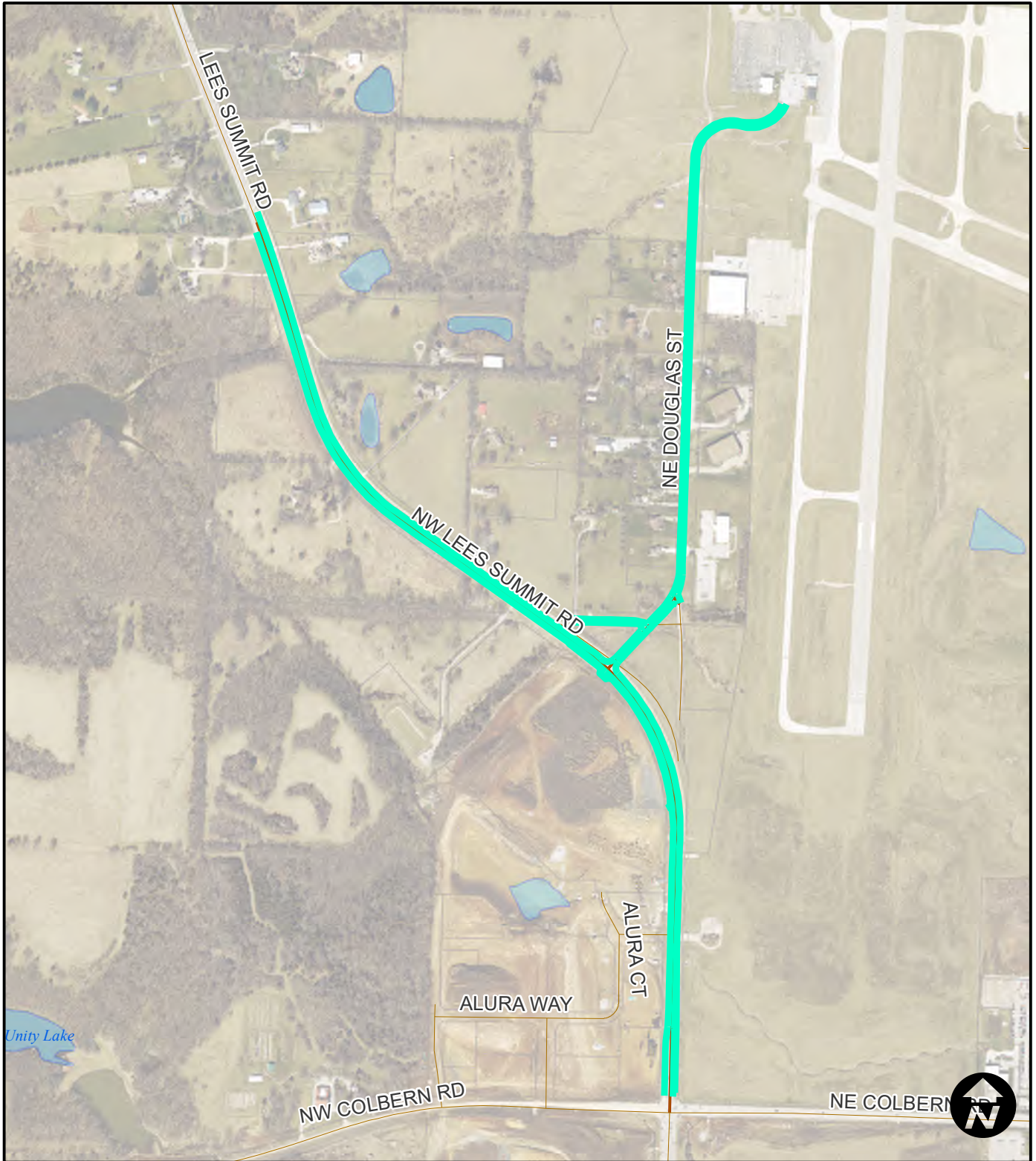
## FY27 Surface Seal Overview

### Legend

— MicroSurface



# City of Lee's Summit Surface Seal FY27 - Project No. P-296 SS

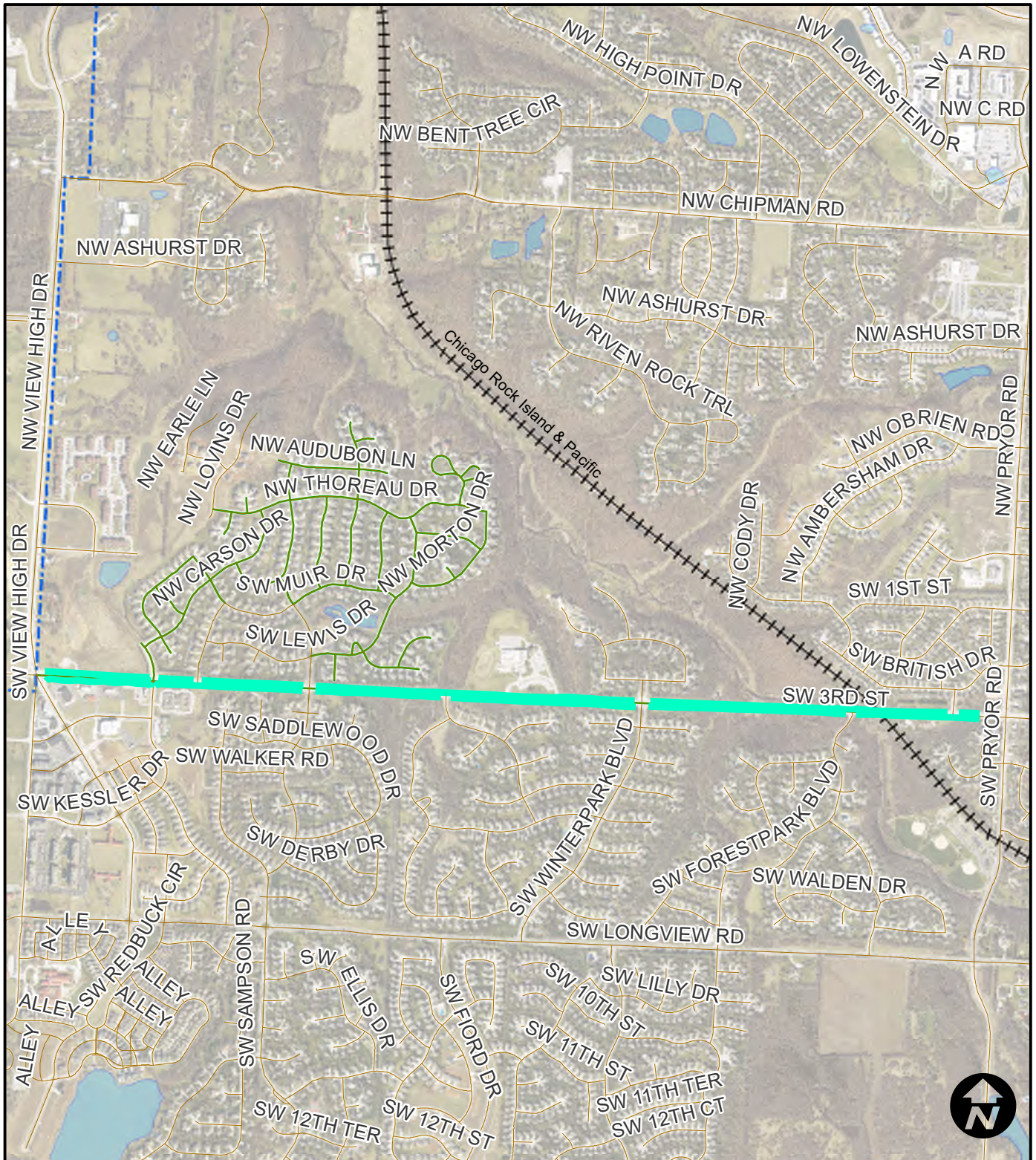


Area 2  
Lee's Summit Road

## Legend

— MicroSurface

# City of Lee's Summit Surface Seal FY27 - Project No. P-296 SS

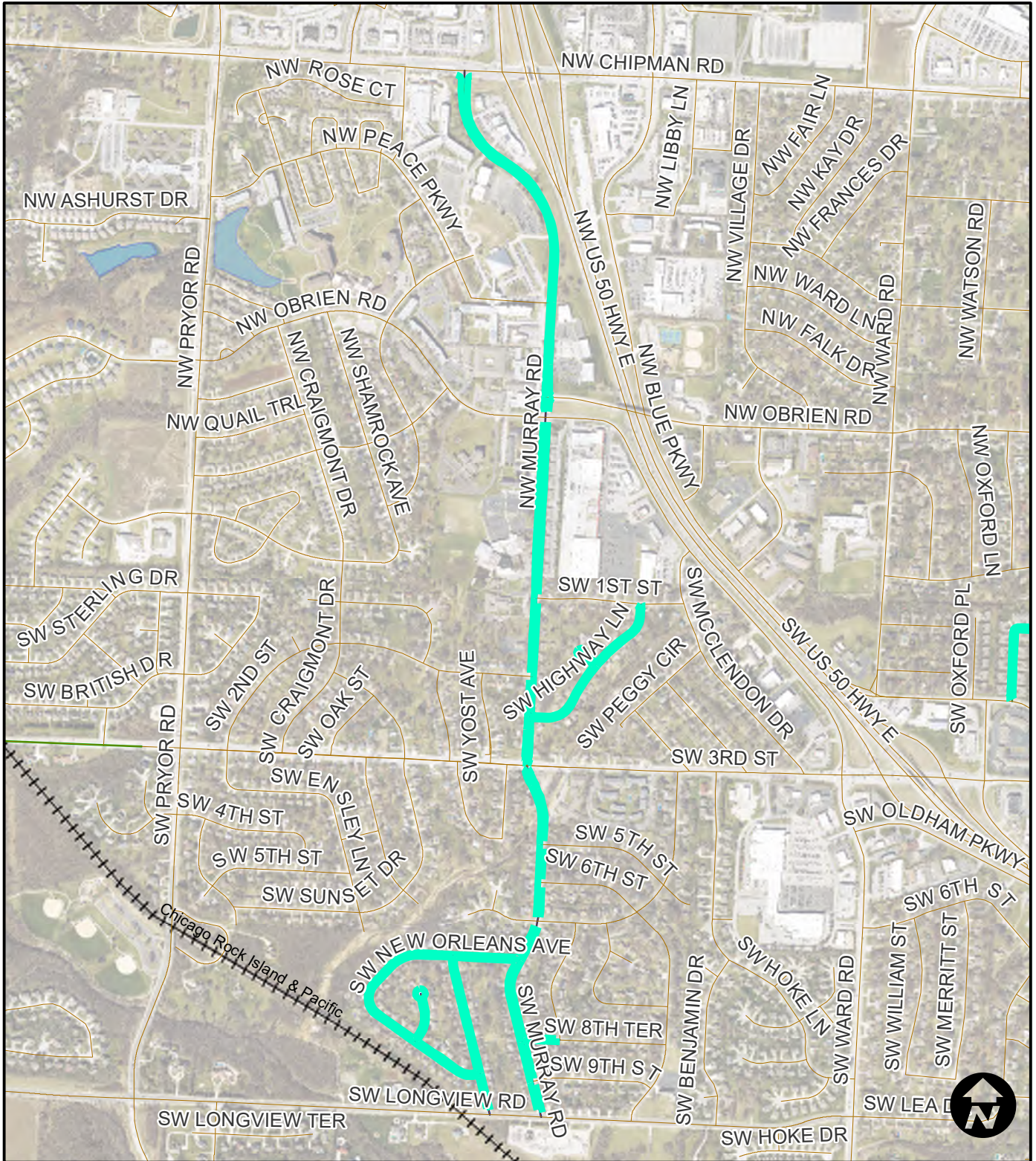


Area 3  
3rd Street

### Legend

— MicroSurface

# City of Lee's Summit Surface Seal FY27 - Project No. P-296 SS

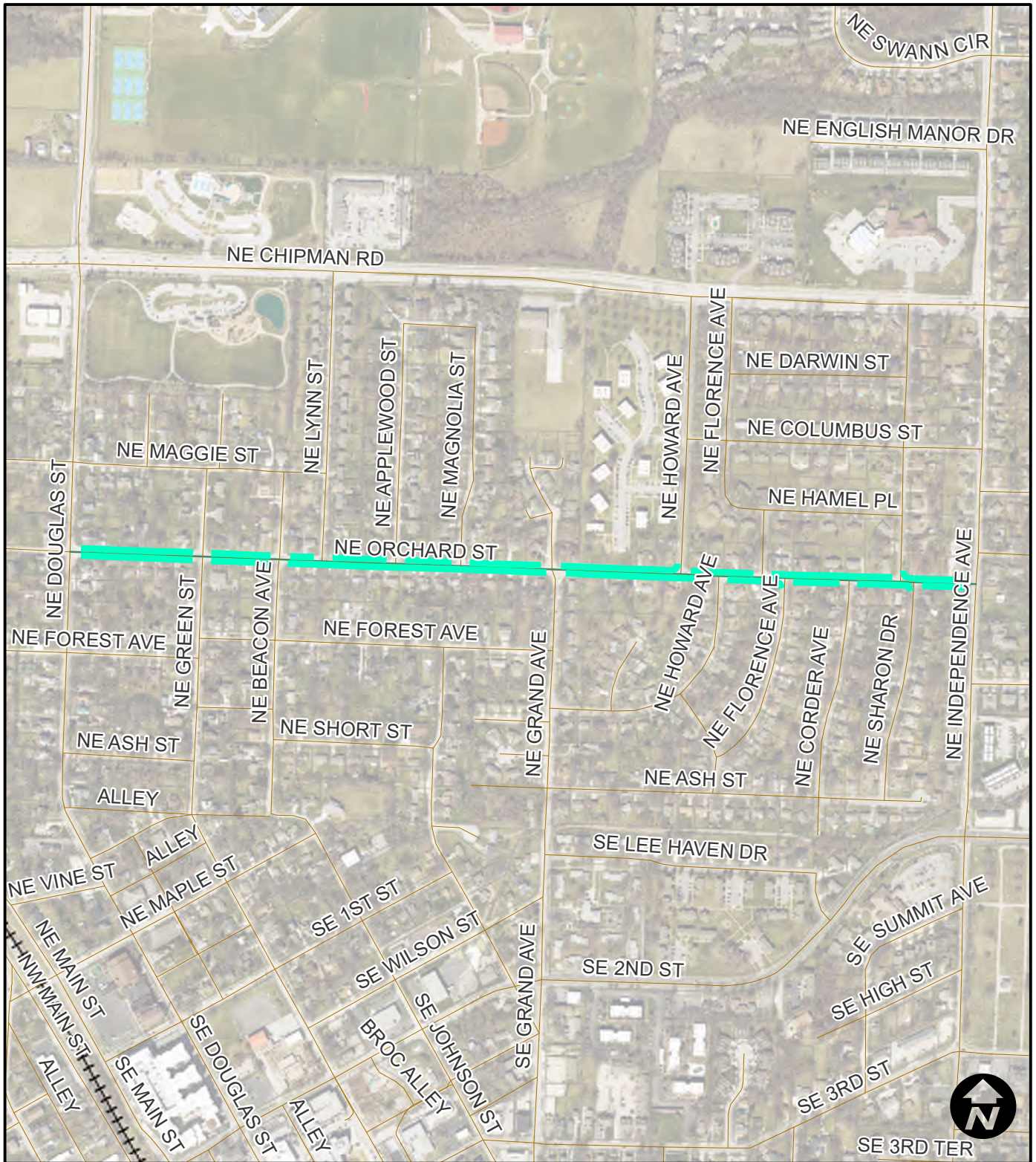


Area 4  
Murray Road

### Legend

— MicroSurface

# City of Lee's Summit Surface Seal FY27 - Project No. P-296 SS



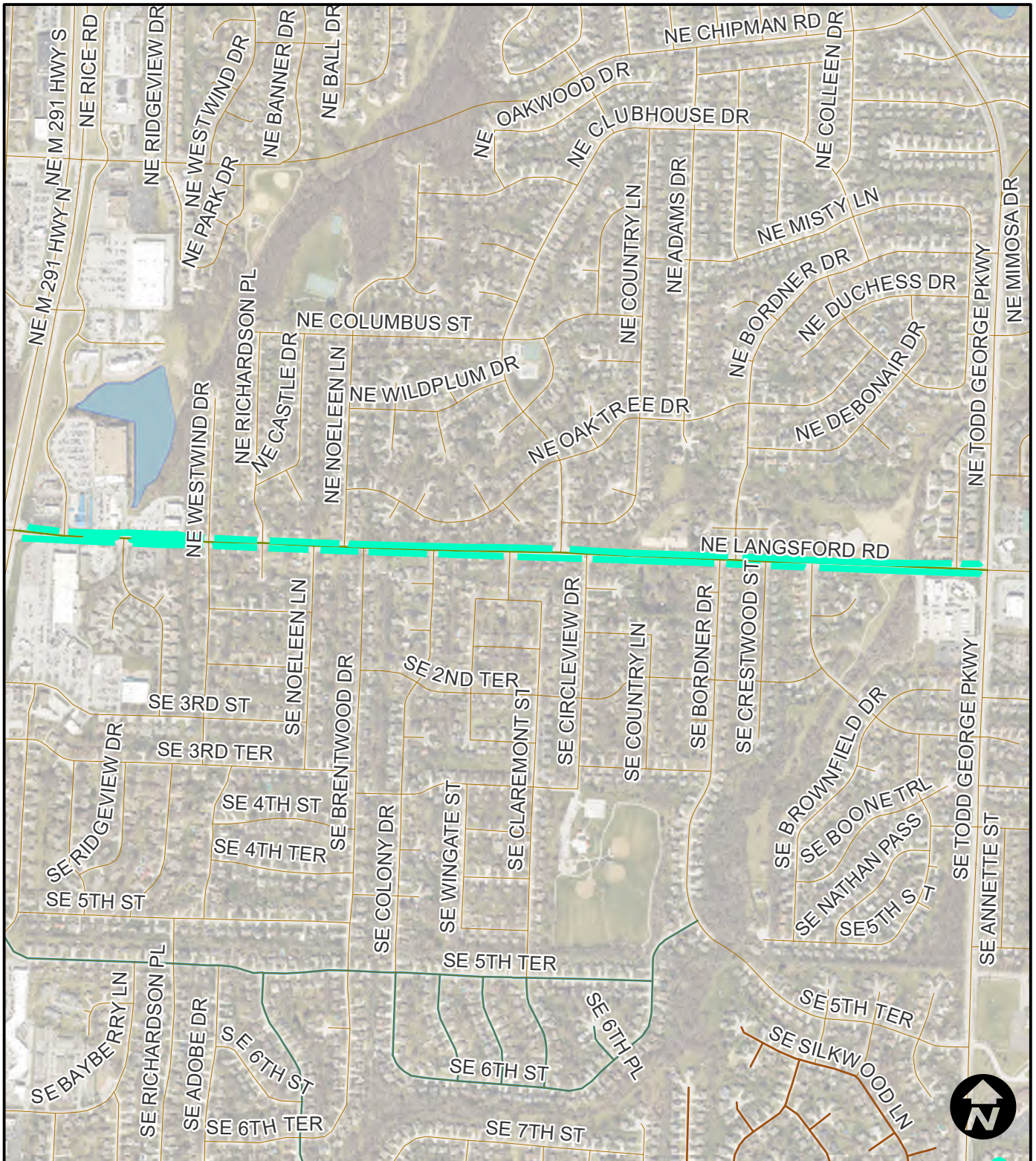
Area 5  
Orchard

### Legend

— MicroSurface

# City of Lee's Summit

## Surface Seal FY27 - Project No. P-296 SS



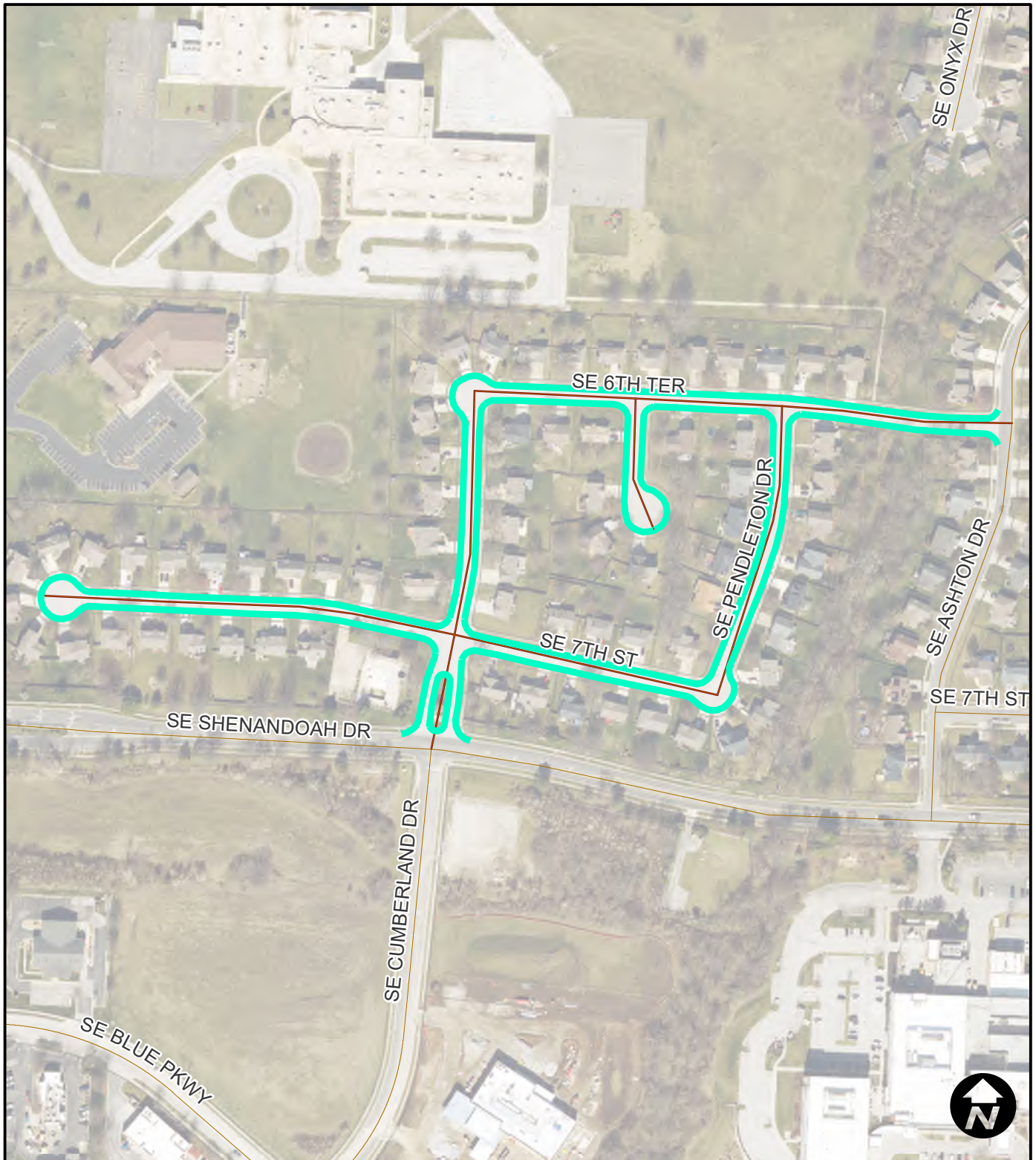
**Area 6**  
**Langsford**

**Legend**

 MicroSurface



# City of Lee's Summit Surface Seal FY27 - Project No. P-296 SS

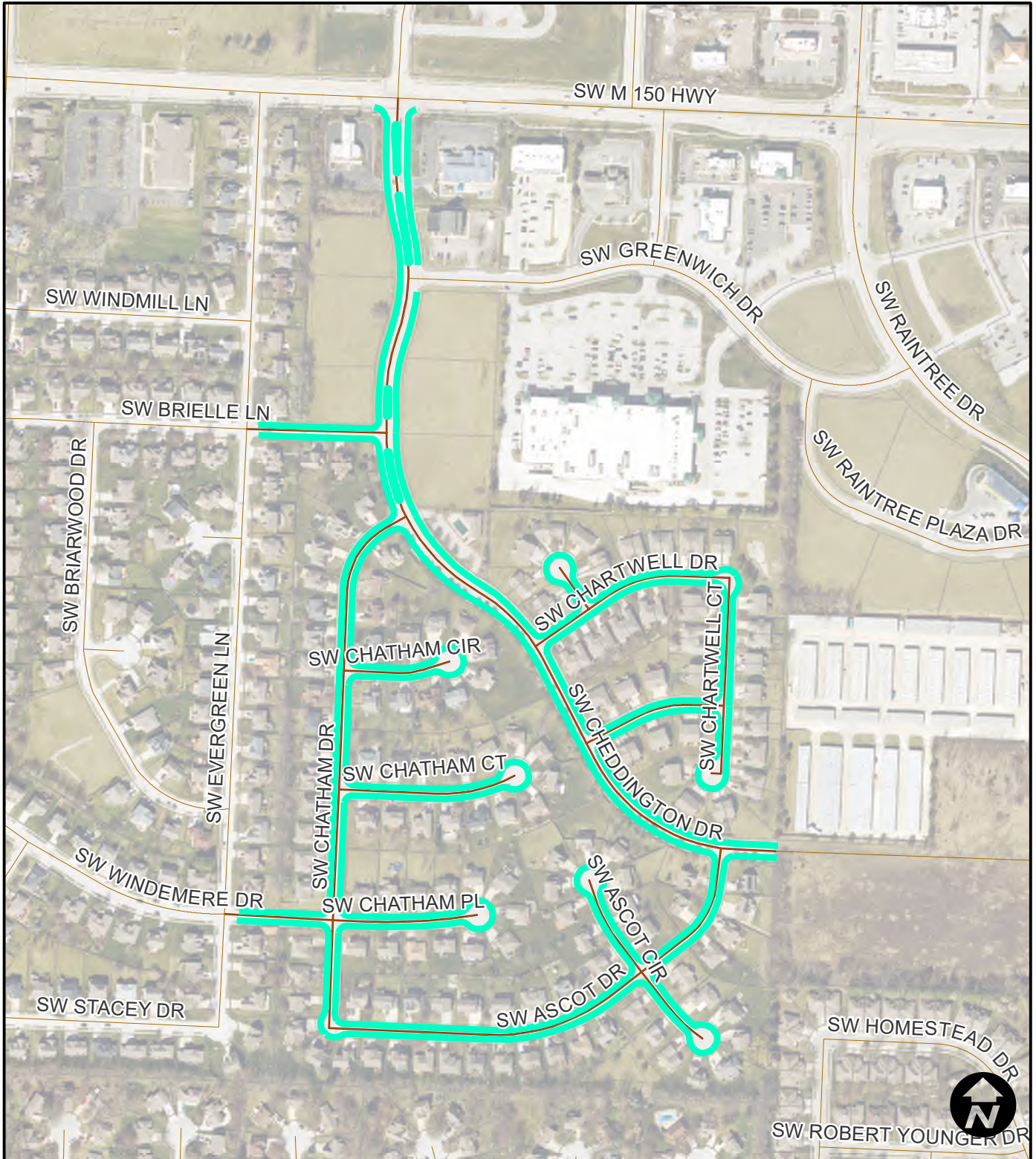


Area 8  
Ashton

## Legend

— MicroSurface

# City of Lee's Summit Surface Seal FY27 - Project No. P-296 SS



Area 9  
Cheddington

### Legend

— MicroSurface

## Surface Seal FY27 Program (#10055076)

Owner: Lee's Summit MO, City of  
 Solicitor: Lee's Summit MO, City of  
 03/31/2026 01:00 PM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Vance Brothers LLC	
					Unit Price	Extension	Unit Price	Extension
2.01	2.01	Type II Micro Surfacing	SY	292594	\$3.63	\$1,062,116.22	\$3.91	\$1,144,042.54
2.02	2.02	Pavement Marking - 4" Solid White High-Build Paint	LF	59184	\$0.51	\$30,183.84	\$0.24	\$14,204.16
2.03	2.03	4" Solid Yellow High-Build Paint White High-Build Paint	LF	87248	\$0.57	\$49,731.36	\$0.24	\$20,939.52
2.04	2.04	Pavement Marking - 6" Solid White Pre-Formed Thermoplastic	LF	900	\$7.67	\$6,903.00	\$10.73	\$9,657.00
2.05	2.05	Pavement Marking - 6" Dashed White Pre-Formed Thermoplastic	LF	860	\$12.98	\$11,162.80	\$1.49	\$1,281.40
2.06	2.06	Pavement Marking - 12" Solid Yellow Pre-Formed Thermoplastic	LF	717	\$12.98	\$9,306.66	\$16.50	\$11,830.50
2.07	2.07	Pavement Marking - 12" Solid White Pre-Formed Thermoplastic	LF	557	\$12.98	\$7,229.86	\$1.93	\$1,075.01
2.08	2.08	Pavement Marking - 12" Dashed White Pre-Formed Thermoplastic	LF	486	\$12.98	\$6,308.28	\$1.93	\$937.98
2.09	2.09	Pavement Marking - 24" Solid White Pre-Formed Thermoplastic	LF	486	\$28.91	\$14,050.26	\$37.40	\$18,176.40
2.1	2.10	Pavement Marking - Left Turn Arrow Pre-Formed Thermoplastic	EA	69	\$271.40	\$18,726.60	\$275.00	\$18,975.00
2.11	2.11	Pavement Marking - Right Turn Arrow Pre-Formed Thermoplastic	EA	24	\$271.40	\$6,513.60	\$275.00	\$6,600.00
2.12	2.12	Pavement Marking - REMOVAL 4" High Build	LF	129302	\$0.94	\$121,543.88	\$0.33	\$42,669.66
2.13	2.13	Pavement Marking - REMOVAL 6" Thermoplastic	LF	900	\$3.54	\$3,186.00	\$2.48	\$2,232.00
2.14	2.14	Pavement Marking - REMOVAL 12" Thermoplastic	LF	817	\$4.13	\$3,374.21	\$4.95	\$4,044.15
2.15	2.15	Pavement Marking - REMOVAL 24" Thermoplastic	LF	95	\$5.02	\$476.90	\$13.20	\$1,254.00
2.16	2.16	Pavement Marking - REMOVAL Arrow Symbols - Thermoplastic	EA	123	\$129.80	\$15,965.40	\$104.50	\$12,853.50
Base Bid Total:						\$1,366,778.87		\$1,310,772.82

## Packet Information

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**File #:** BILL NO. 26-078, **Version:** 1

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An Ordinance awarding the bid for Project No. P-296 OV for the Mill & Overlay FY27 Program to Ideker, Inc. in the amount of \$4,256,868.18 and authorizing the City Manager to execute an agreement for the same.  
(PWC 4/13/26)

Issue/Request:

An Ordinance awarding the bid for Project No. P-296 OV for the Mill & Overlay FY27 Program to Ideker, Inc. in the amount of \$4,256,868.18 and authorizing the City Manager to execute an agreement for the same.

Key Issues:

- The Mill & Overlay Program is a key element in the City's yearly Pavement Maintenance Programs. Timely undertaking of it is necessary to extend the life of existing pavement, as it restores the pavement surface close to its original condition.
- Approximately 40 lane miles will be restored under the Mill & Overlay FY27 Program (hereinafter "Project No. P-296 OV").
- Project No. P-296 OV is funded by the Transportation Sales Tax Fund.
- Public Works Engineering issued an advertisement for bids for the construction of Project No. P-296 OV on March 11, 2026, guided by local policies and state statutes
- Ideker, Inc. (hereinafter "Contractor") was determined to be the lowest and best bidder by City staff
- The City and Contractor desire to enter into an agreement for Project No. P-296 OV.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance awarding the bid for Project No. P-296 OV for the Mill & Overlay FY27 Program to Ideker, Inc. in the amount of \$4,256,868.18 and authorizing the City Manager to execute an agreement for the same.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of an Ordinance awarding the bid for Project No. P-296 OV for the Mill & Overlay FY27 Program to Ideker, Inc. in the amount of \$4,256,868.18 and authorizing the City Manager to execute an agreement for the same.

SECOND MOTION: I move for adoption an Ordinance awarding the bid for Project No. P-296 OV for the Mill & Overlay FY27 Program to Ideker, Inc. in the amount of \$4,256,868.18 and authorizing the City Manager to execute an agreement for the same.

Background:

The Mill & Overlay Program is the most extensive and expensive street preventive maintenance process performed under the City's Pavement Management Program. The process involves removing (milling) approximately 2" of asphalt from the surface, then replacing it with new asphalt. The mill and overlay process improves smoothness, cross-slope, and ride-ability, while reducing future construction expenses by delaying the need for complete street re-construction.

The primary evaluation tool used to prioritize streets for the mill and overlay is the Pavement Condition Index (PCI), which is a standardized method to evaluate pavement condition. New this year, Public Works has contracted with Road Asset Services to complete a condition survey and analysis on the City's 1,110 lane miles network. The evaluations assign a Pavement Condition Index (PCI) score to each street to evaluate the type maintenance appropriate to preserve the pavement as well as the best time to conduct maintenance.

In addition to the pavement condition, the condition of the curb is also taken into consideration and associated adjacent overlay coordinated with the curb replacement program. Like most municipalities in the metro area, the City is dealing with premature curb failure. This concrete failure is primarily focused on curbs installed between 1980 and 2008. To help manage limited funding for curb replacement, Public Works typically limits curb replacement to streets that will be overlaid in the near future. Ideally, a street will be overlaid during the year following curb replacement. This process minimizes damage to newly placed overlay pavement caused by tearing out curb. Coordinating these two programs produces a finished product with new pavement surfacing and curb similar to a new street. The City's curb replacement program from last year replaced curbs in eight of the seventeen areas outlined in this year's mill and overlay program .

To reduce disruption to residents, to simplify the logistical operations, and take advantage of economics of scale, staff attempts to group mill & overlay streets by neighborhoods. Overlaying entire neighborhoods streamlines the City's pavement management process, extends the life of the overlay, reduces the unit price for overlay work, and reduces routine maintenance in the area.

Over the past year the oil price index has dropped by 3.3% since March of 2025. Due to the lower oil price index the price for asphalt has been reduced by 5% despite the Highway Construction Price Index increasing by 2.5%. Public Works continues to use the KCMMB asphalt mix. Oil price indexing is a means to insure the City and contractor share the risk in asphalt oil price fluctuation. Historically, this shared risk has lowered bid prices.

Historically, the asphalt mill and overlay program that included oil price indexing routinely received the lowest unit price for asphalt resurfacing every year. Capital projects with asphalt paving can pay as much as two to five times the amount for asphalt paving when compared to the overlay program based on the large volume of asphalt work in the annual overlay program. The low unit prices make it advantageous for other divisions within the City to piggyback onto the overlay contract. City parking lots, fire stations, airport, and other locations have used the overly contract for asphalt resurfacing work.

Timeline:

June - October 2026

Impact/Analysis:

Public Works Engineering advertised for bids for Project No. P-296 OV on March 11, 2026. Potential bidders were notified through QuestCDN, the City's website and a mass email notification. Four responsive bids were received by the March 31, 2026, bid opening date. The bids were evaluated, and City staff determined Ideker, Inc to be the lowest and best responsive bidder. Ideker has previously and successfully performed work for the City. Staff had estimated a no increase from last year's award price. The received low bid for this year project was 6% below staff's estimate. The budget was approved by City Council in the Capital Improvement Plan. This program is delivered through a design, bid, build process. City staff prepared the design and bid documents for construction.

Vince Schmoeger, Project Manager

Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text here]

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **the City of Lee’s Summit, Missouri** (“Owner”) and **Ideker, Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Full depth asphalt patching, asphalt milling and asphalt overlay, pavement striping, temporary pavement striping and providing traffic control, as specified by the Owner, including all materials, labor, equipment, supervision, and any and all other items necessary to complete the Work.**

### **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Project No. P-296 OV, Mill & Overlay FY27 Program**

### **ARTICLE 3—ENGINEER**

3.01 The Owner has retained **City of Lee’s Summit Public Works Department** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

### **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **90 days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90 days after Substantial Completion**.

4.03 *Milestones*

A. Completion of the punch list attached to the Certificate of Substantial Completion shall be achieved within 30 days after Substantial Completion.

#### 4.04 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$2,025.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$700** for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones*:
    - a. Contractor shall pay Owner **\$700** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Paragraph 4.03.A, or until the time specified for the Work to be completed and ready for final payment, at which time the rate indicated in Paragraph 4.04.A.2 will apply, rather than this Milestone rate.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

#### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Base Bid (Unit Price Work)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
2.01	Asphalt, KCM MB A2	TON	41,663	\$73.00	\$3,041,399.00
2.02	Milling 2" depth, full width	SY	333,424	\$2.76	\$920,250.24
2.03	Asphalt Patching, Full Depth KCM MB A3	TON	1,611	\$115.74	\$186,457.14
2.04	Pavement Marking – 4" Solid White High-Build Paint	LF	47,321	\$0.40	\$18,928.40
2.05	Pavement Marking – 4" Solid Yellow High-Build Paint	LF	64,896	\$0.40	\$25,958.40

<b>Base Bid (Unit Price Work)</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
2.06	Pavement Marking – 6" Solid White Pre-Formed Thermoplastic	LF	2,310	\$4.00	\$9,240.00
2.07	Pavement Marking – 12" Solid White Pre-Formed Thermoplastic	LF	101	\$8.00	\$808.00
2.08	Pavement Marking – 12" Solid Yellow Pre-Formed Thermoplastic	LF	246	\$8.00	\$1,968.00
2.09	Pavement Marking – 24" Solid White Pre-Formed Thermoplastic	LF	1,054	\$16.00	\$16,864.00
2.10	Pavement Marking – Left Turn Arrow Pre-Formed Thermoplastic	LF	87	\$255.00	\$22,185.00
2.11	Pavement Marking – Right Turn Arrow Pre-Formed Thermoplastic	LF	38	\$255.00	\$9,690.00
2.12	Pavement Marking – Combo Arrow Pre-Formed Thermoplastic	EA	2	\$455.00	\$910.00
2.13	Pavement Marking –Traffic Calming Triangles (speed humps)	EA	10	\$145.00	\$1,450.00
2.14	Pavement Marking – 'ONLY' Symbol Pre-Formed Thermoplastic	EA	2	\$380.00	\$760.00
<b>Total of all Base Bid Extended Prices for Unit Price Work</b> (subject to final adjustment based on actual quantities)					<b>\$ 4,256,868.18</b>

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

## **ARTICLE 6—PAYMENT PROCEDURES**

### **6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### **6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **95** percent of the value of the Work completed (with the balance being retainage).
  - b. **100** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **150** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate as specified by Missouri State Statute, RSMo 8.960.

## ARTICLE 7—CONTRACT DOCUMENTS

- 7.01 *Contents*
- A. The Contract Documents consist of all of the following:
- 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Maps consisting of **14** sheets with each sheet bearing the following general title: **Mill & Overlay FY27 Program.**
  - 7. Addenda (numbers **[number]** to **[number]**, inclusive).
  - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.

- c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
9. Price Indexing Statements, Section C-605.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Pursuant to Section 34.600, RSMo., and to the fullest extent permitted by law, Contractor certifies that it is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

8.04 *Other Provisions*

- A. This Agreement and all work related to this Project shall be governed by the laws of the State of Missouri and shall be litigated and/or mediated in Jackson County, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_, **2026** (which is the Effective Date of the Contract).

Owner:

Contractor:

**City of Lee's Summit, Missouri**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Mark Dunning

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: City Clerk

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

220 SE Green Street

\_\_\_\_\_

Lee's Summit, MO 64063

\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: George M. Binger III

Name: \_\_\_\_\_

Title: City Engineer

Title: \_\_\_\_\_

Address:

Address:

220 SE Green Street

\_\_\_\_\_

Lee's Summit, MO 64063

\_\_\_\_\_

Phone: 816.969.1800

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

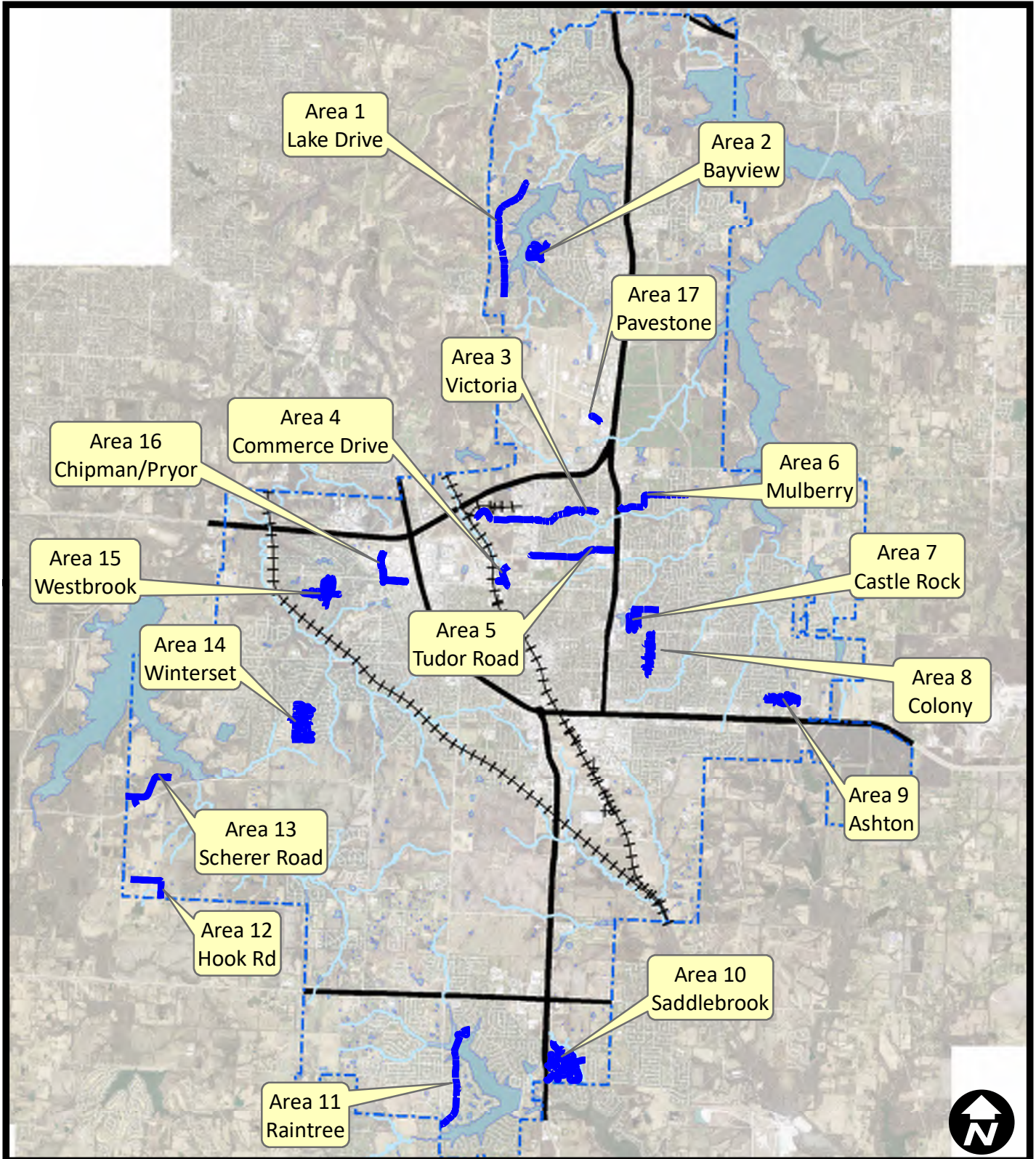
APPROVED AS TO FORM:

License No.: \_\_\_\_\_  
*(where applicable)*

\_\_\_\_\_  
Office of the City Attorney

State: \_\_\_\_\_

# City of Lee's Summit Mill & Overlay FY27 - Project Number P-296 OV



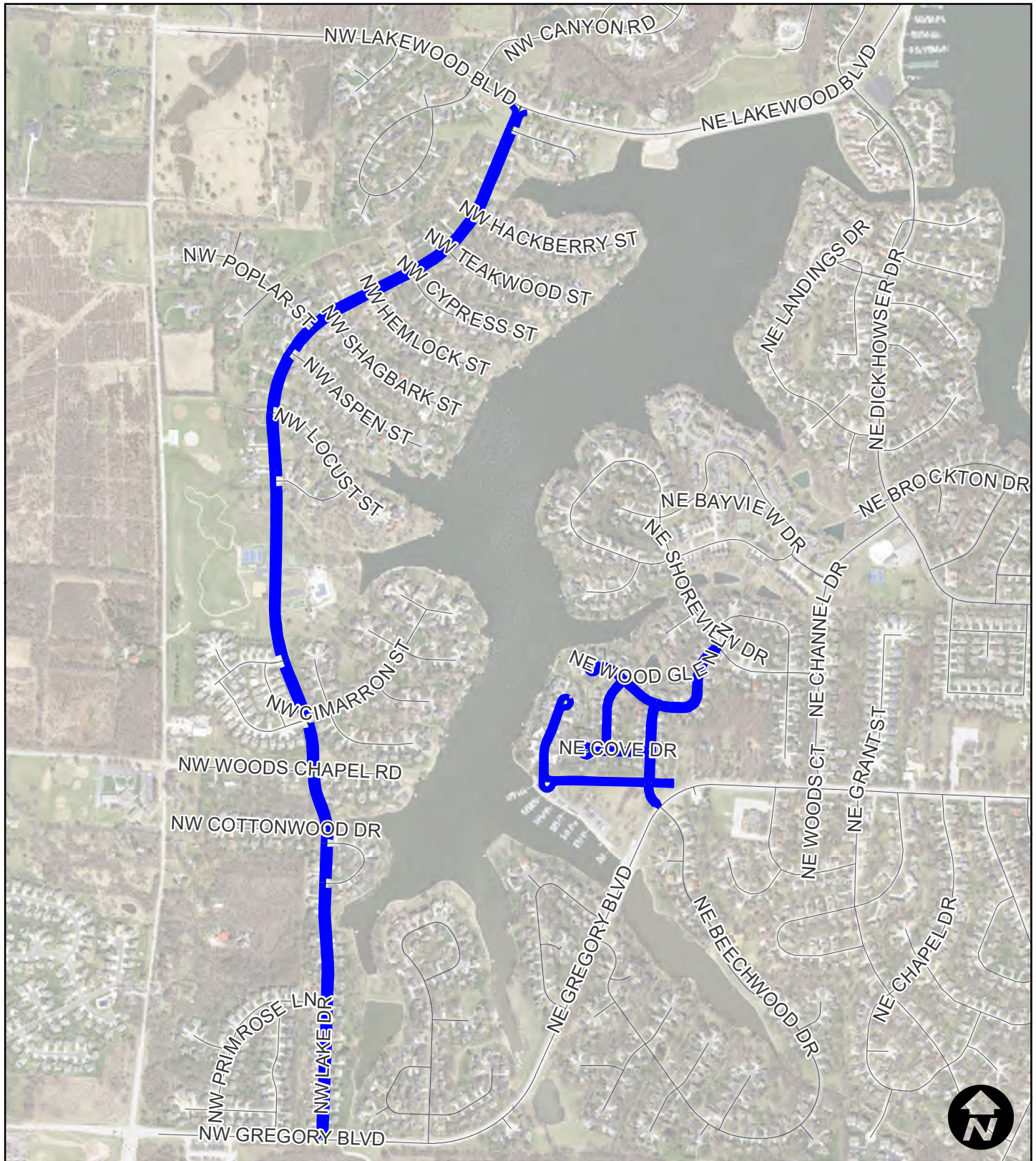
FY27 Overlay  
Overview

## Legend

— 2" Mill & Overlay

# City of Lee's Summit

## Mill & Overlay FY27 - Project Number P-296 OV



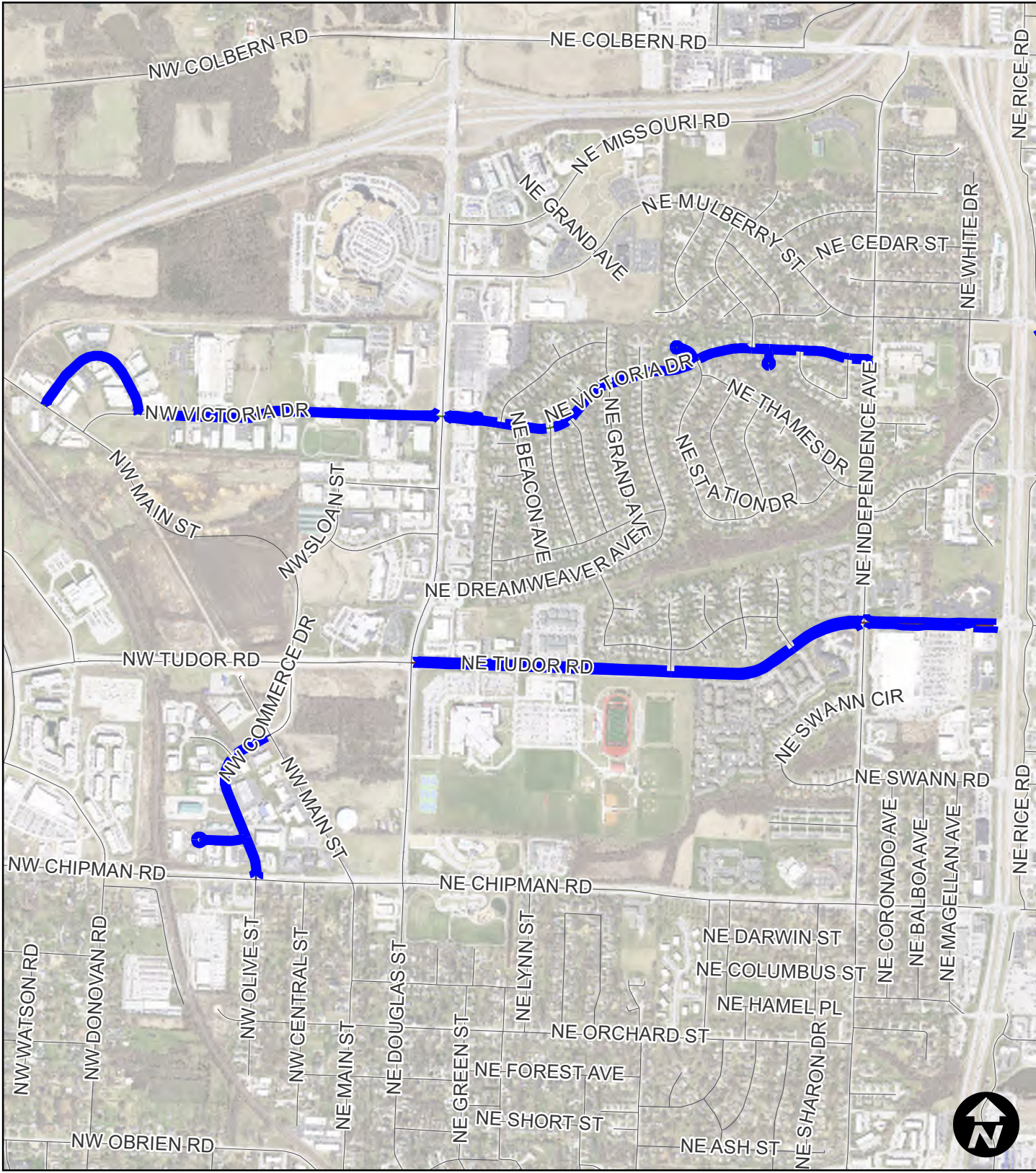
**01 Lake Drive**  
**02 Bayview**

### Legend

**— 2" Mill & Overlay**

# City of Lee's Summit

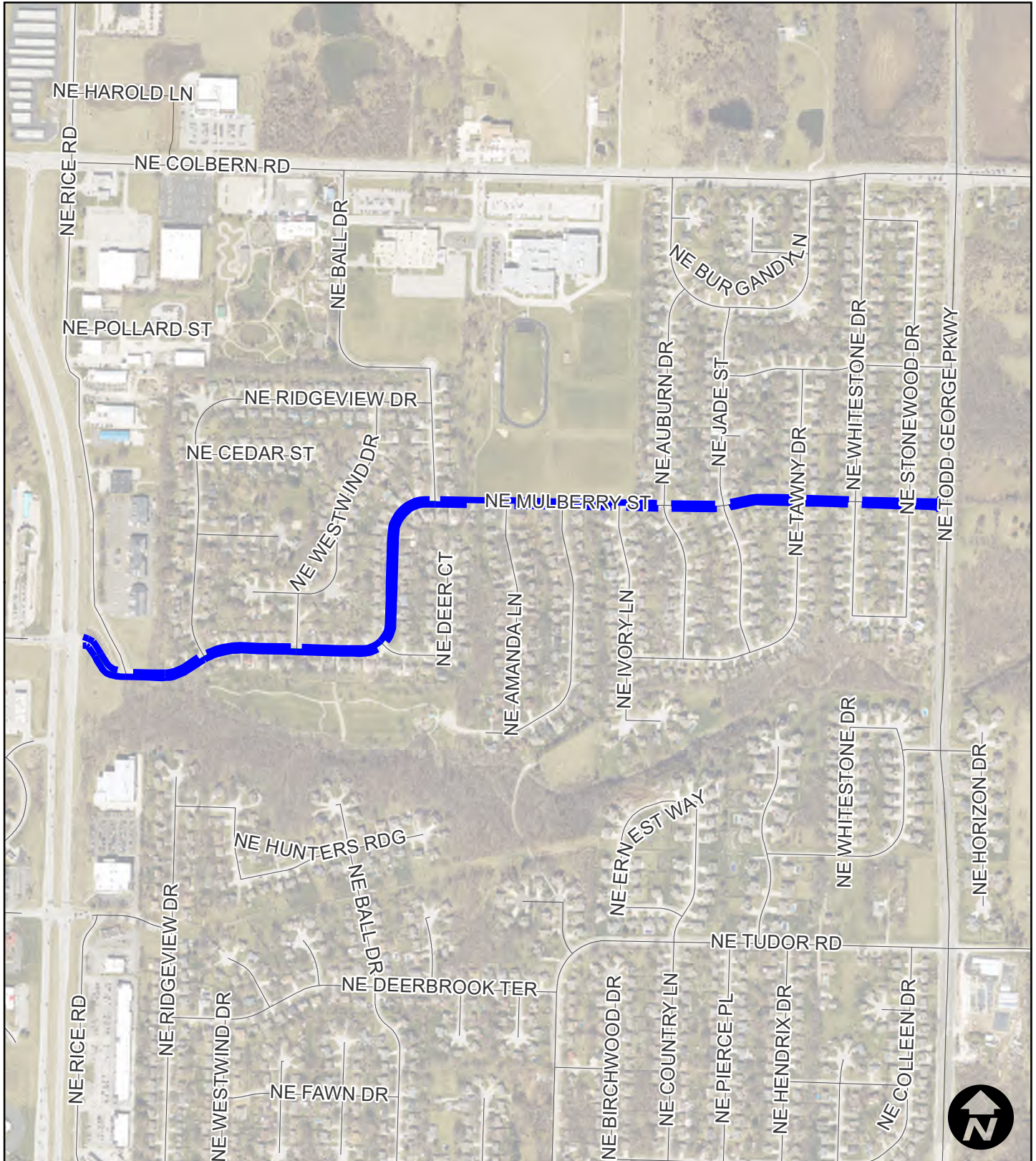
## Mill & Overlay FY27 - Project Number P-296 OV



- 03 Victoria
- 04 Commerce
- 05 Tudor

**Legend**  
— 2" Mill & Overlay

# City of Lee's Summit Mill & Overlay FY27 - Project Number P-296 OV

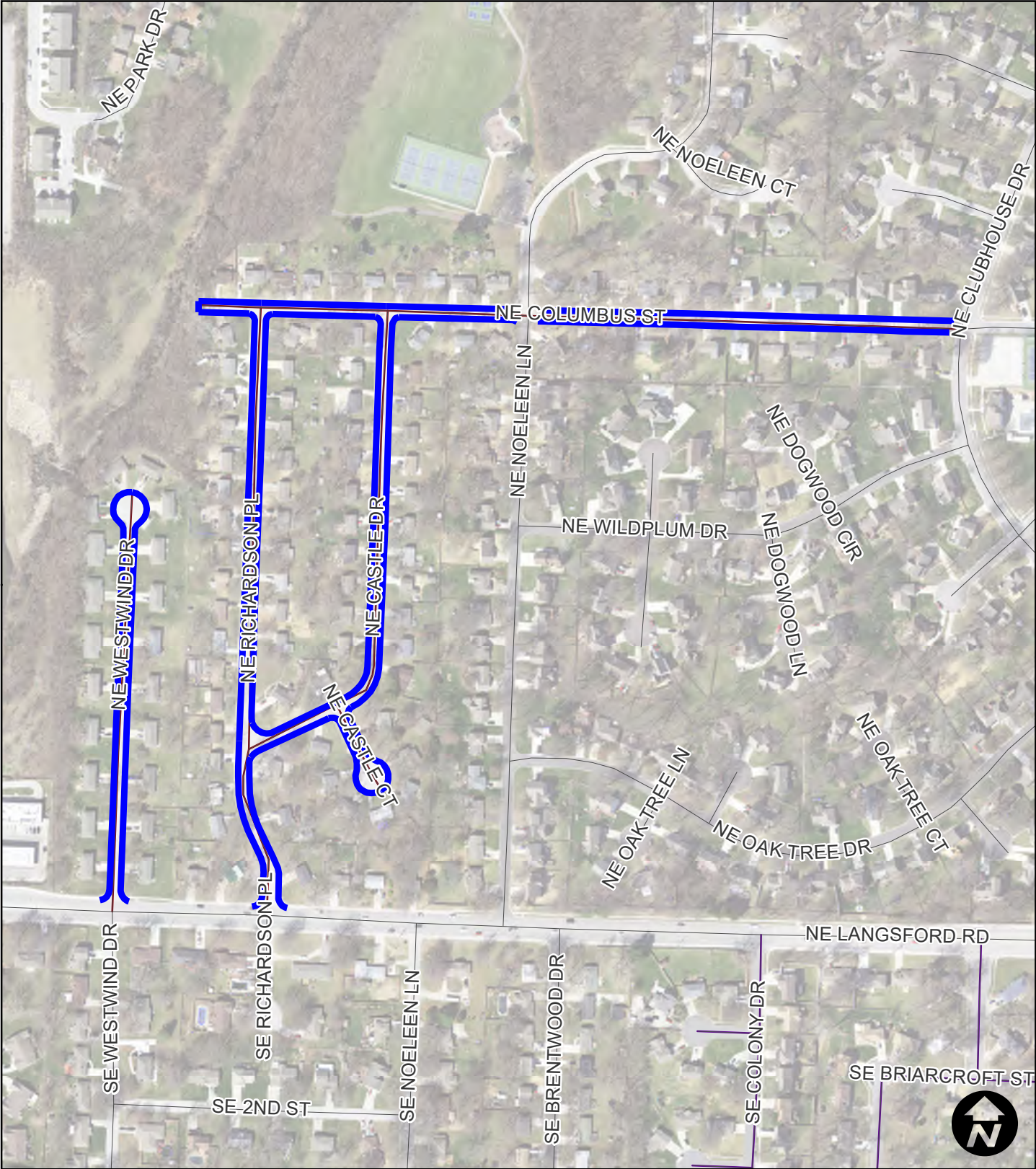


06 Mulberry

### Legend

— 2" Mill & Overlay

# City of Lee's Summit Mill & Overlay FY27 - Project Number P-296 OV

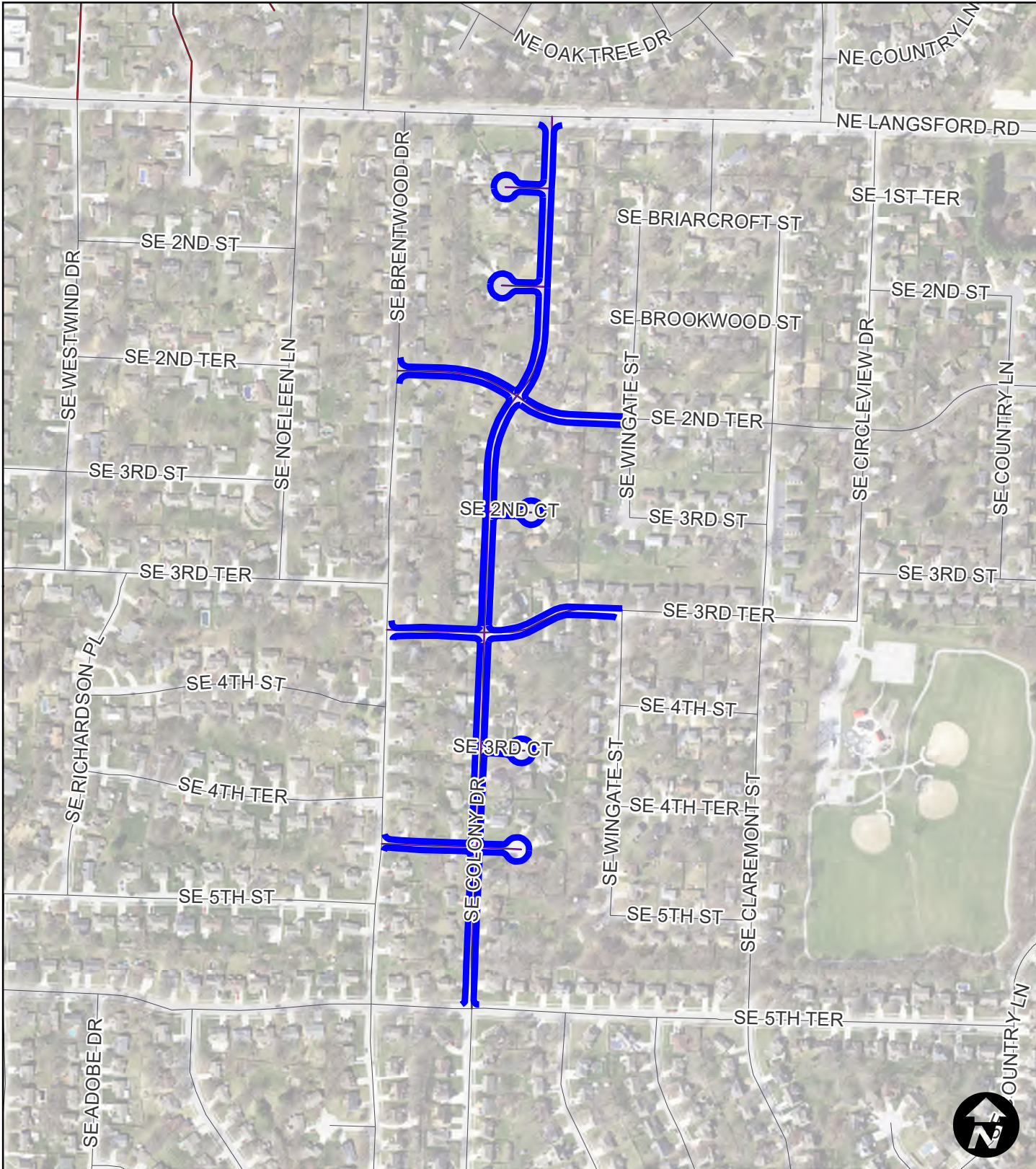


**07 Castle Rock**

### Legend

**— 2" Mill & Overlay**

# City of Lee's Summit Mill & Overlay FY27 - Project Number P-296 OV

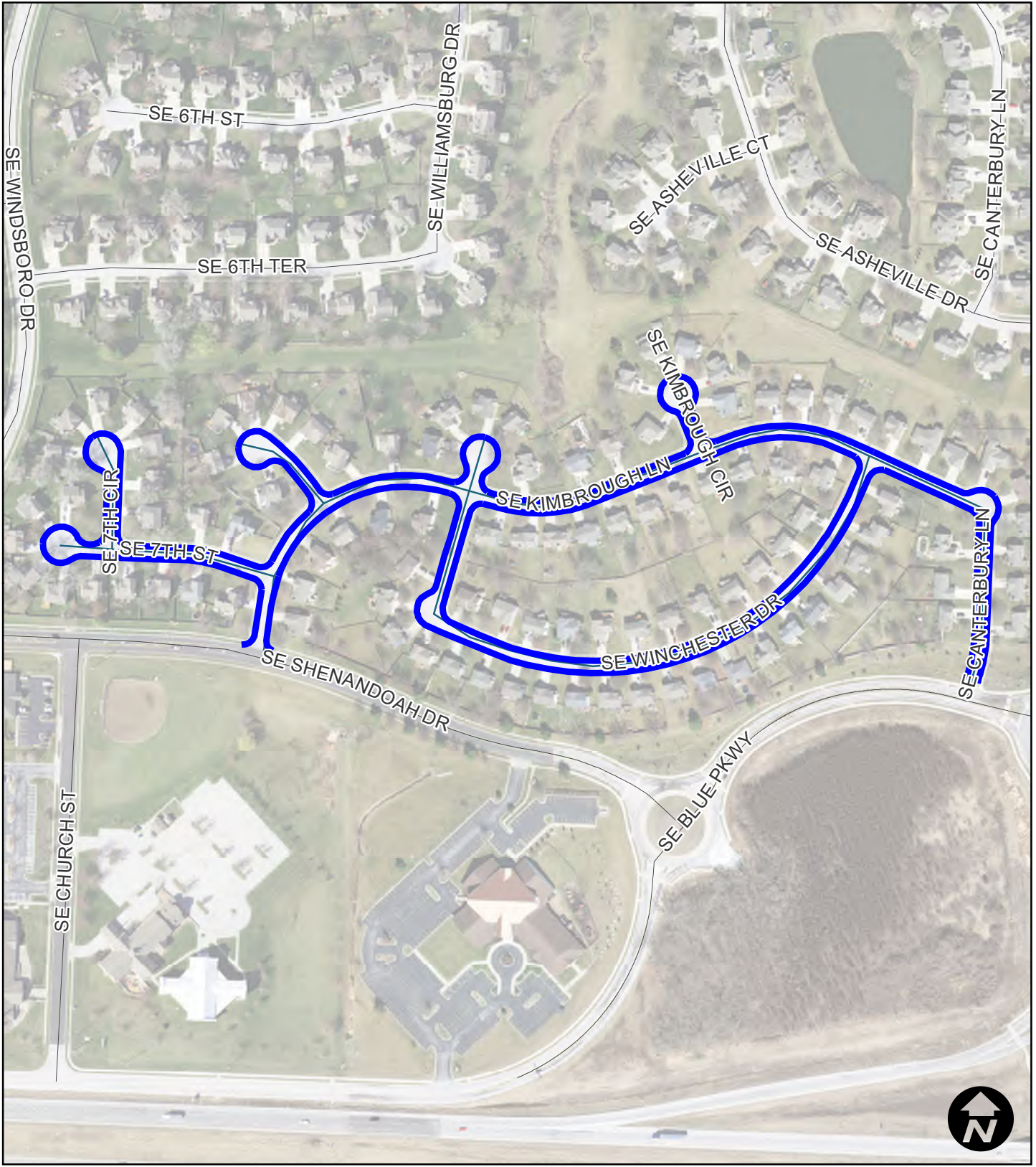


08 Colony

### Legend

— 2" Mill & Overlay

# City of Lee's Summit Mill & Overlay FY27 - Project Number P-296 OV



09 Ashton

### Legend

— 2" Mill & Overlay

# City of Lee's Summit Mill & Overlay FY27 - Project Number P-296 OV

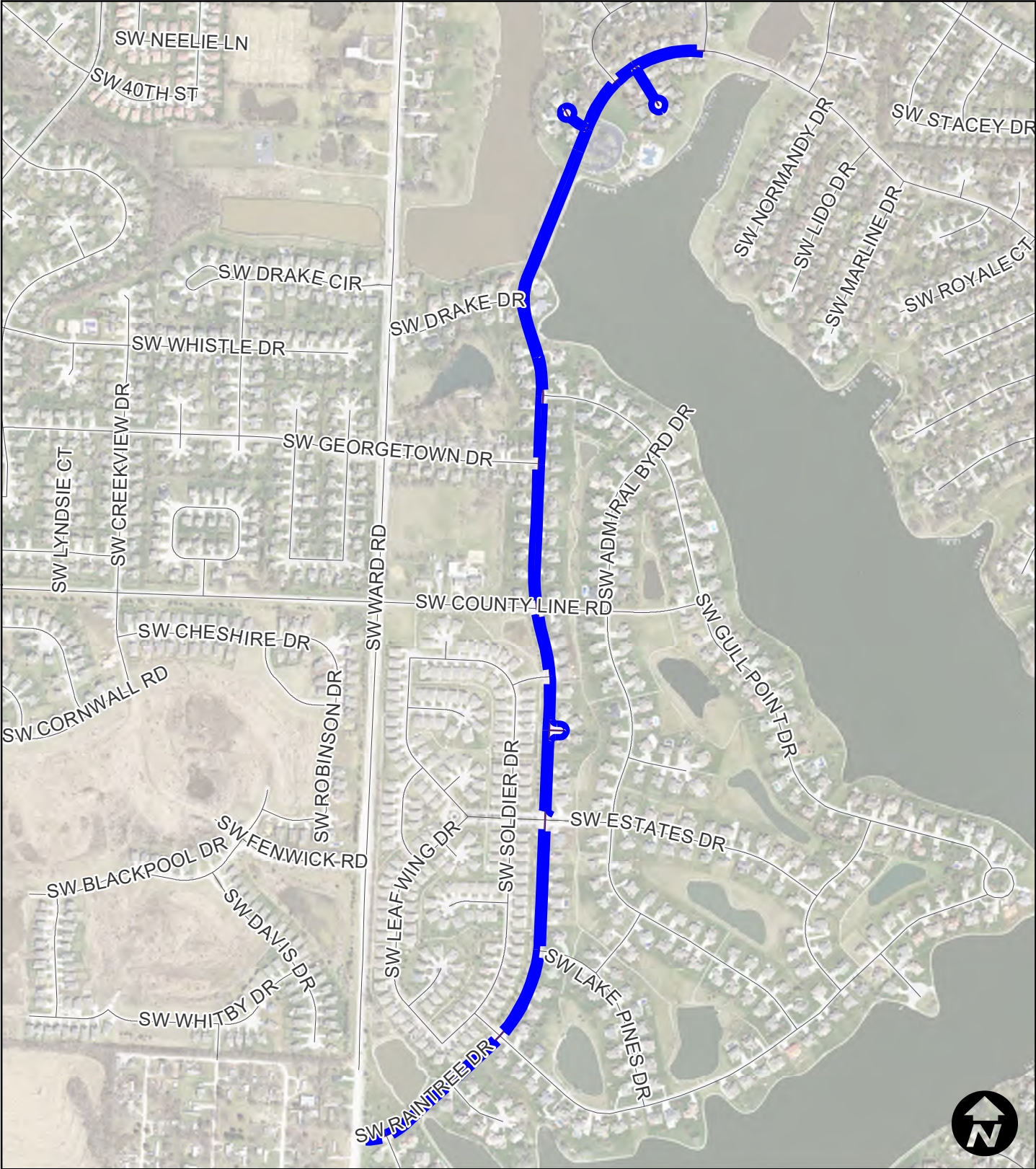


10 Saddlebrook

### Legend

— 2" Mill & Overlay

# City of Lee's Summit Mill & Overlay FY27 - Project Number P-296 OV

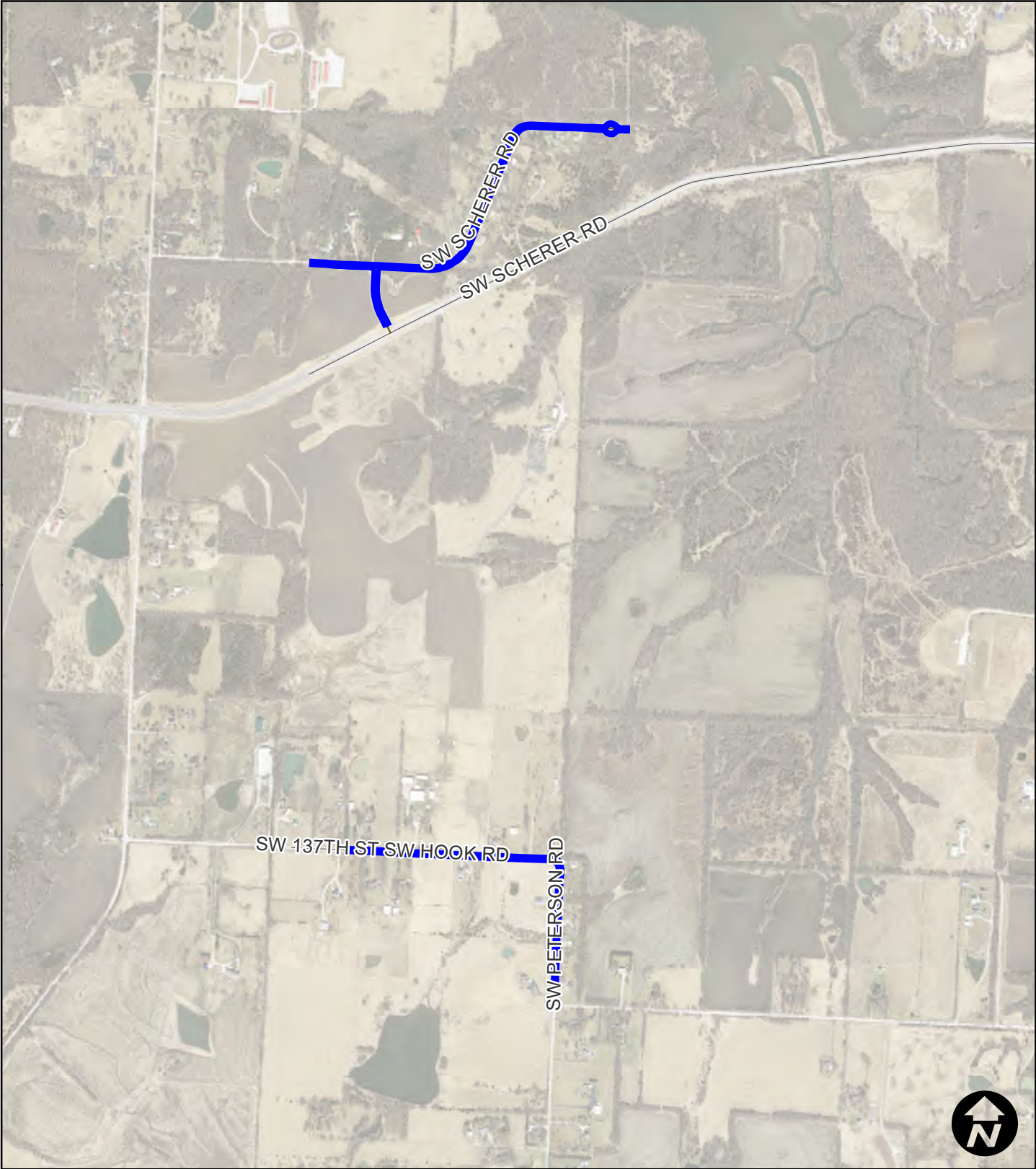


**11 Raintree Drive**

### Legend

**— 2" Mill & Overlay**

**City of Lee's Summit  
Mill & Overlay FY27 - Project Number P-296 OV**

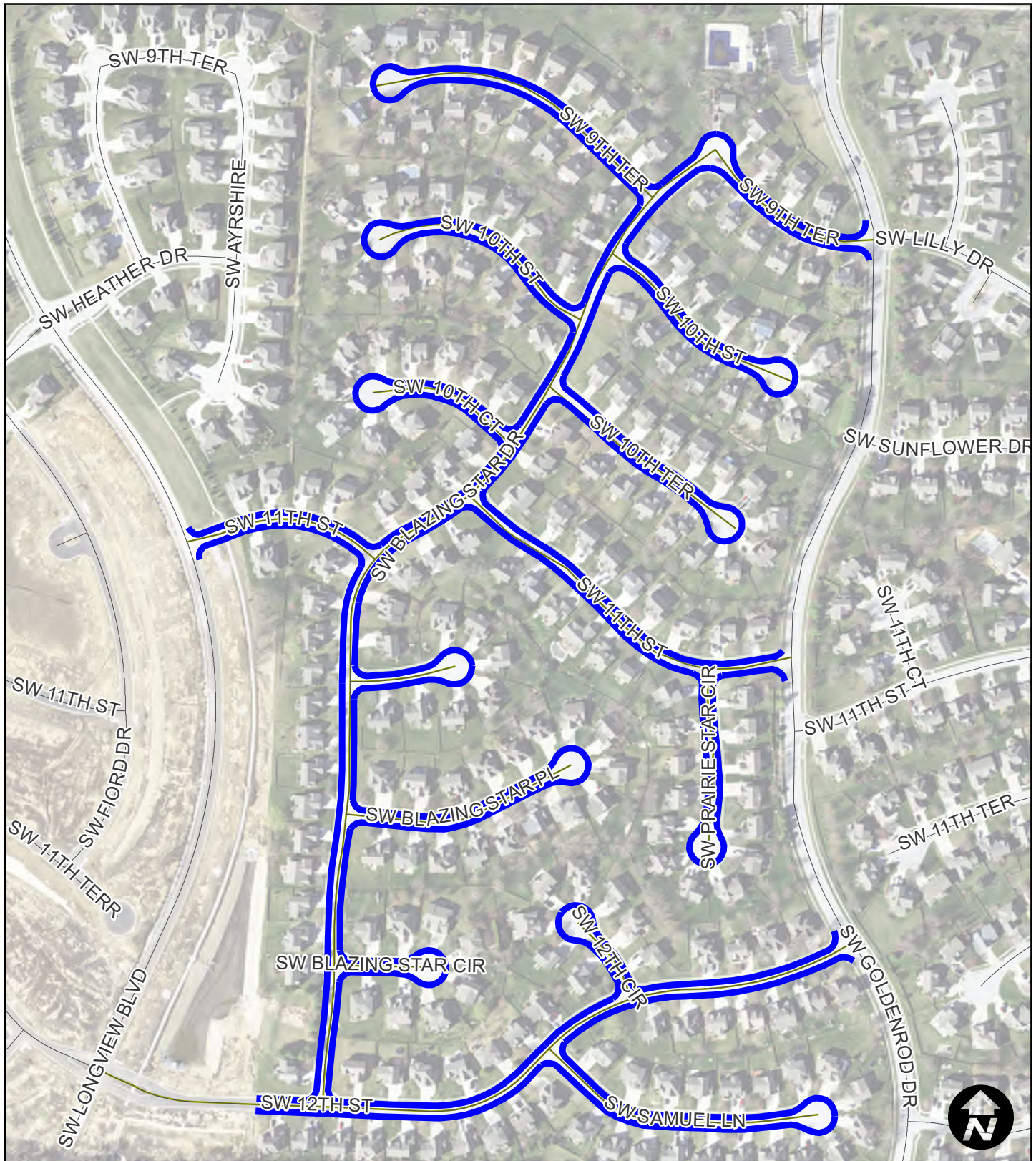


**12 Hook Road  
13 Scherer Road**

**Legend**

**— 2" Mill & Overlay**

# City of Lee's Summit Mill & Overlay FY27 - Project Number P-296 OV

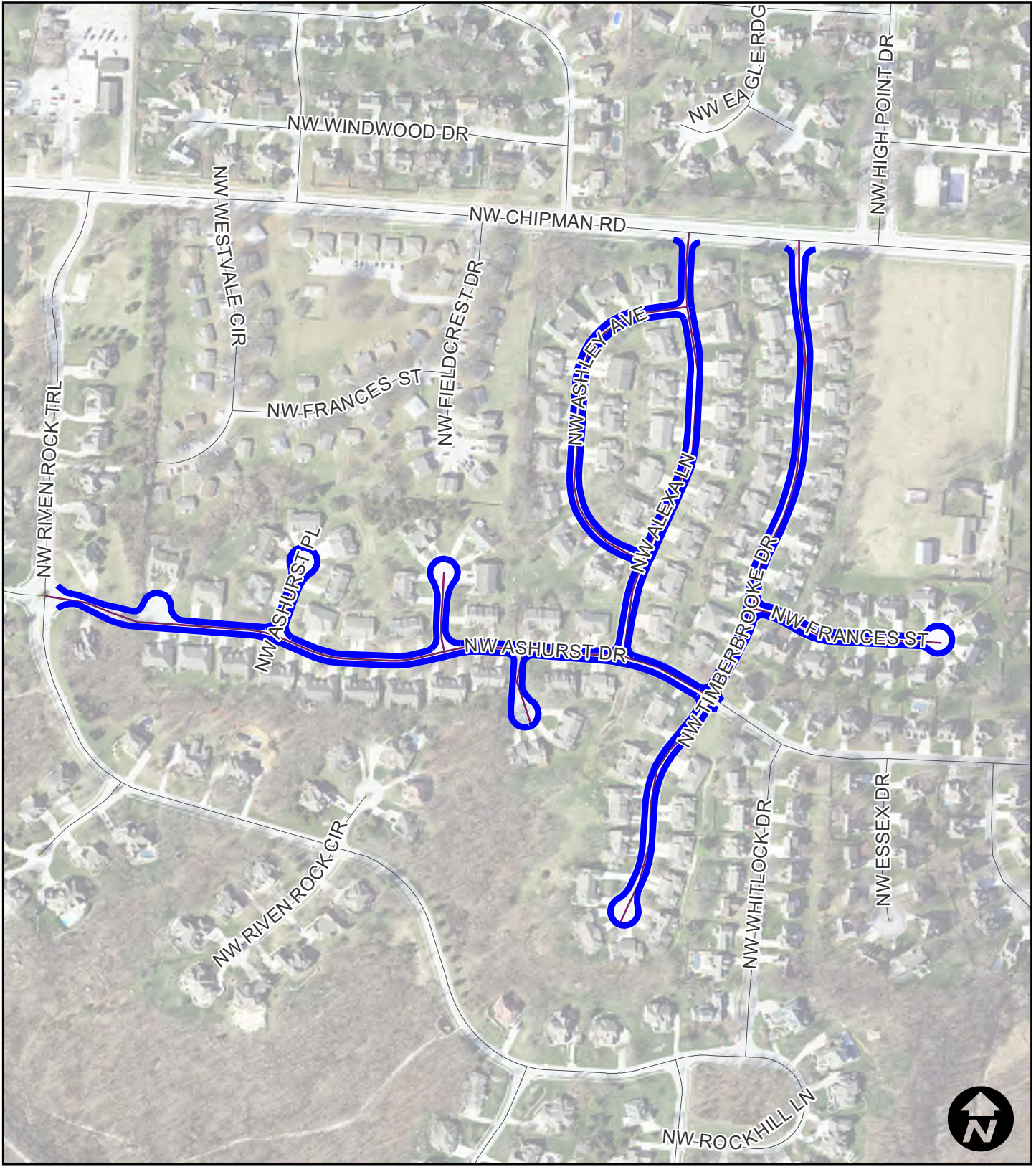


14 Winterset

### Legend

— 2" Mill & Overlay

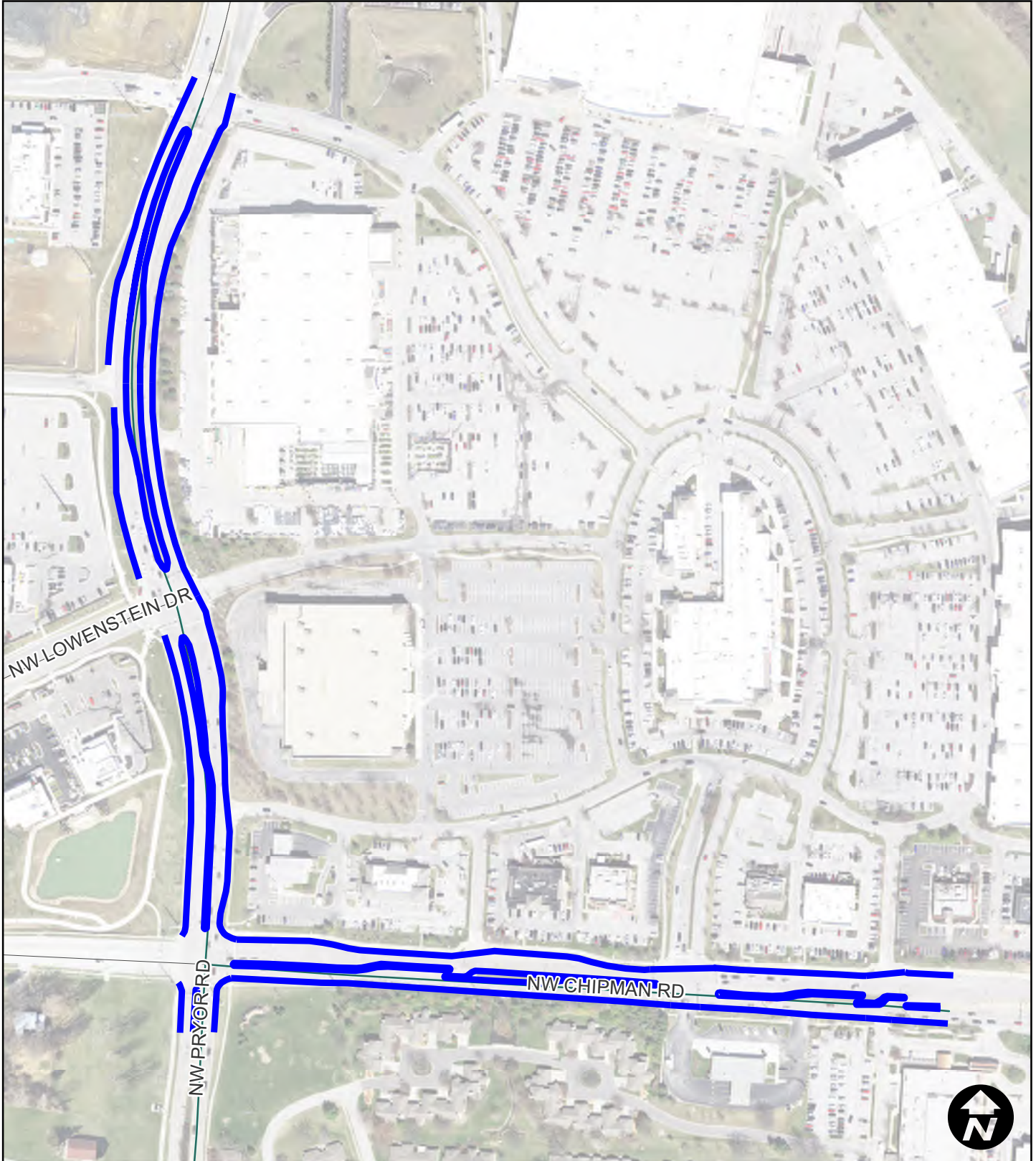
# City of Lee's Summit Mill & Overlay FY27 - Project Number P-296 OV



15 Westbrook

**Legend**  
— 2" Mill & Overlay

City of Lee's Summit  
Mill & Overlay FY27 - Project Number P-296 OV



16 Chipman - Pryor

Legend

— 2" Mill & Overlay

City of Lee's Summit  
Mill & Overlay FY27 - Project Number P-296 OV



17 Pavestone

Legend

— 2" Mill & Overlay

## Mill & Overlay FY27 (#10042044)

Owner: Lee's Summit MO, City of  
 Solicitor: Lee's Summit MO, City of  
 03/31/2026 03:00 PM CDT

					Engineer Estimate		Ideker, Inc.		Superior Bowen Asphalt Co		Tandem Paving Company, Inc.		J.M. Fahey Construction Company	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
2.01	2.01	Asphalt, KCMMB A2	TON	41663	\$86.20	\$3,591,350.60	\$73.00	\$3,041,399.00	\$81.70	\$3,403,867.10	\$87.30	\$3,637,179.90	\$86.00	\$3,583,018.00
2.02	2.02	Milling 2 depth, full width	SY	333424	\$1.73	\$576,823.52	\$2.76	\$920,250.24	\$1.80	\$600,163.20	\$1.77	\$590,160.48	\$2.50	\$833,560.00
2.03	2.03	Asphalt Patching, Full Depth KCMMB A3	TON	1611	\$125.00	\$201,375.00	\$115.74	\$186,457.14	\$140.00	\$225,540.00	\$125.00	\$201,375.00	\$170.00	\$273,870.00
2.04	2.04	Pavement Marking 4 Solid White High-Build Paint	LF	47321	\$0.44	\$20,821.24	\$0.40	\$18,928.40	\$0.22	\$10,410.62	\$0.22	\$10,410.62	\$0.25	\$11,830.25
2.05	2.05	Pavement Marking 4 Solid Yellow High-Build Paint	LF	64896	\$0.44	\$28,554.24	\$0.40	\$25,958.40	\$0.22	\$14,277.12	\$0.22	\$14,277.12	\$0.25	\$16,224.00
2.06	2.06	Pavement Marking 6 Solid White Pre-Formed Thermoplastic	LF	2310	\$7.27	\$16,793.70	\$4.00	\$9,240.00	\$8.60	\$19,866.00	\$8.35	\$19,288.50	\$8.00	\$18,480.00
2.07	2.07	Pavement Marking - 12" Solid Yellow Pre-Formed Thermoplastic	LF	101	\$18.79	\$1,897.79	\$8.00	\$808.00	\$23.10	\$2,333.10	\$22.50	\$2,272.50	\$22.00	\$2,222.00
2.08	2.08	Pavement Marking 12 Solid Yellow Pre-Formed Thermoplastic	LF	246	\$18.79	\$4,622.34	\$8.00	\$1,968.00	\$23.10	\$5,682.60	\$22.50	\$5,535.00	\$22.00	\$5,412.00
2.09	2.09	Pavement Marking 24 Solid White Pre-Formed Thermoplastic	LF	1054	\$28.27	\$29,796.58	\$16.00	\$16,864.00	\$22.55	\$23,767.70	\$22.00	\$23,188.00	\$21.00	\$22,134.00
2.1	2.10	Pavement Marking Left Turn Arrow Pre-Formed Thermoplastic	LF	87	\$471.24	\$40,997.88	\$255.00	\$22,185.00	\$176.00	\$15,312.00	\$171.00	\$14,877.00	\$162.00	\$14,094.00
2.11	2.11	Pavement Marking Right Turn Arrow Pre-Formed Thermoplastic	LF	38	\$471.24	\$17,907.12	\$255.00	\$9,690.00	\$176.00	\$6,688.00	\$171.00	\$6,498.00	\$165.00	\$6,270.00
2.12	2.12	Pavement Marking Combo Arrow Pre-Formed Thermoplastic	EA	2	\$575.00	\$1,150.00	\$455.00	\$910.00	\$330.00	\$660.00	\$321.00	\$642.00	\$305.00	\$610.00
2.13	2.13	Pavement Marking Traffic Calming Triangles (speed humps)	EA	10	\$350.00	\$3,500.00	\$145.00	\$1,450.00	\$1,650.00	\$16,500.00	\$1,600.00	\$16,000.00	\$1,700.00	\$17,000.00
2.14	2.14	Pavement Marking ONLY Symbol Pre-Formed Thermoplastic	EA	2	\$575.00	\$1,150.00	\$380.00	\$760.00	\$1,650.00	\$3,300.00	\$1,600.00	\$3,200.00	\$1,700.00	\$3,400.00
<b>Base Bid Total:</b>						\$4,536,740.01		\$4,256,868.18		\$4,348,367.44		\$4,544,904.12		\$4,808,124.25

## Packet Information

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**File #:** 2026-7531, **Version:** 1

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FY27 DRAFT Capital Improvement Plan

Issue/Request

Presentation: FY27 DRAFT Capital Improvement Plan - Published for Public Comment.

Key Issues:

- o The City's 5-year Capital Improvement Plan (CIP) is updated each year with the first year of expenditures adopted as part of the next fiscal year budget.
  
- o An electronic version of the FY27 CIP Summary Pages is attached.
  
- o The entire FY27 CIP will be posted online for viewing and public comment

Background:

The City's 5-year Capital Improvements Plan (CIP) serves as a planning document that incorporates both project and financial planning for infrastructure improvements throughout the city. The plan is organized into eight categories: Public Works/Water Utilities Programs; Airport; Bridges, Streets & Signals; Facilities; Parks & Recreations; Stormwater; Sanitary Sewer; and Water.

The plan is updated each year to remove completed projects, add new projects, re-sequence projects, and revise cost estimates and schedules of ongoing projects as appropriate. The proposed document is financially constrained to match anticipated expenditures with anticipated revenues on a cash flow basis.

By state law, all publicly constructed projects must be presented at a public hearing. This will occur in April at the Planning Commission. The Planning Commission will adopt the CIP to incorporate it into the City's Comprehensive Plan. The City Council will consider adoption of the CIP for FY27 Budget.

In an effort to promote wider dissemination and reach more residents, the FY2027-2031 CIP will be available for public review and comment as part of a virtual public meeting on the City's website. Though public comments are solicited for the draft CIP FY2027-2031, and during the public hearings, public comments may be submitted at any time throughout the year for consideration of the next year's CIP. The draft CIP documents and adopted CIP will be available online, on the City's website. Residents can also find the CIP comment page by going to [www.cityofls.net](http://www.cityofls.net), and then type "CIP public hearing" in the search box near the top right of the home page of the City's website. Public Comments on CIP, and suggested improvements, are also considered throughout the year in Service Requests, CIP Public Meetings, Public Comments at City Council Meetings, etc.

The FY27 CIP Draft front-end summary, proposed funding summaries, and maps of the various categories from the draft FY27 CIP version will be presented to the full City Council in April, depending on the City Council meeting schedule and agenda, in the form of a written report during Staff Roundtable. That report provides

an overview of the FY27 CIP. The purpose of this summary report is to provide Council members additional information in advance of the Planning Commission meeting, with ample time to review the document, ask questions, submit comments, and prepare for the final FY27 CIP version advanced to Council preceding the budget approval after the Planning Commission resolution.

Timeline:

Start: CIP Process Started October 2025

Finish: CIP Adopted as part of Annual Budget

Michael Park, Director of Public Works