

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

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Olathe Ford Sales, Inc., 1845 E. Santa Fe, Olathe, KS 66062 (Supplier).

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

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

**Article 1:
General Terms**

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

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

ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 081325 to Participating Entities. In Scope solutions include:
 - a. Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks:
 - i. Vehicles of the following types and classifications:
 - (1) Automobiles: mini, subcompact, compact, coupe, sedan, and full size;
 - (2) Sport Utility Vehicles: cross-over, light duty, and heavy duty;
 - (3) Vans: passenger and cargo; and
 - (4) Light Trucks: light duty, half-ton, three-quarter ton, and one ton.
 - ii. Vehicles of the types and classifications in subsections 7 a. i. (1)-(4). above with upfitting designed for:
 - (1) Public safety applications;
 - (2) ADA and paratransit applications;
 - (3) Service bodies and utility bed for light trucks; and
 - (4) Equipment, lighting, technology, accessories, safety products, and upfitting services directly related to turnkey solutions for subsections 7 a. ii. (1)-(3).
 - iii. A wide range of vehicles by seating or cargo configurations, drive train options, trim levels, and optional equipment offerings.
 - iv. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are directly related to turnkey solutions for subsections 7 a. i. and 7 a. ii. above.

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

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with 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 Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

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

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

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

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

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

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

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

Article 3: Supplier Obligations to Participating Entities

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

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

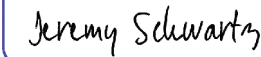
of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include,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

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

081325-OLA

Sourcewell

Olathe Ford Sales, Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/12/2025 | 1:46 PM CST

DocuSigned by:

78822EAC9084FB...
By: _____
Marc McEver
Title: Dealer Principal
Date: 11/12/2025 | 11:22 AM PST

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

Vendor Details

Company Name: Olathe Ford Sales Inc.

Does your company conduct business under any other name? If yes, please state: Olathe Fleet

Address: 1845 E Santa Fe
Olathe, KS 66062

Contact: Josh Allison

Email: jallison@olathefleet.com

Phone: 913-274-7429

Fax: 913-558-4608

HST#: 48-0720233

Submission Details

Created On: Thursday August 07, 2025 11:31:47

Submitted On: Wednesday August 13, 2025 09:12:34

Submitted By: Sandra Gonzalez

Email: Sgonzalez@olathefleet.com

Transaction #: 0fd3871a-5920-46c5-97e2-488e846f985a

Submitter's IP Address: 147.243.203.208

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.	Olathe Ford Sales, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes - Olathe Ford Sales, inc is the responsible supplier that will execute the agreement with Sourcewell.	*
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).	Olathe Ford Sales, Inc OBO: Olathe Fleet Solutions, Olathe Fleet, Fleet Pool USA, AFI, Tillery Auto Group, Molle Auto Group, McCarthy Auto Group, Airport CDJR, Mercedes of Kansas City, Chapman Auto Group, Ford Pro, Forest River	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI - FELSNRYLULN5/ CAGE ID #03TH5	*
5	Provide your NAICS code applicable to Solutions proposed.	4411 - AUTOMOTIVE DEALERS, 441110; NEW DEALER, 441120; USED DEALER, 4413; AUTO PARTS, ACCESSORIES AND TIRES; 8111 - AUTOMOTIVE REPAIR AND MAINTENANCE; 5321 - AUTOMOTIVE EQUIPMENT RENTAL AND LEASING; 4885 - FREIGHT TRANSPORTATION ARRANGEMENT; 4884 - SUPPORT ACTIVITIES FOR ROAD TRANSPORTATION; 4841 - GENERAL FREIGHT TRUCKING; 561110 - OFFICE ADMINISTRATIVE SERVICE - FLEET MANAGEMENT; 541614 - LOGISTICS CONSULTING SERVICES;	
6	Proposer Physical Address:	1845 E SANTA FE, OLATHE, KS 66062	*
7	Proposer website address (or addresses):	www.olathefleet.com www.olatheford.com www.fleetpoolusa.com www.afi-kc.com www.ofskc.com www.ford.com www.chevrolet.com www.hyundaifleet.com www.gmc.com www.mbusa.com www.toyota.com www.dodge.com www.chrysler.com www.ram.com www.jeep.com www.fordpro.com www.olathelincn.com www.fordparts.com www.nissan.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):	Marc McEver - Dealer Principal marc@olatheford.com 1845 E Santa Fe Olathe, KS 66062 913.269.8340	*

9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sandra Gonzalez Government Manager 1845 E Santa Fe Olathe, KS 66062 913-312-5371	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Josh Allison - Vice President, Fleet Sales jallison@olathefleet.com 1845 E Santa Fe Olathe, KS 66062 913.558.4608 Mike McGuillicuddy mikem@olathefleet.com 1845 E. Santa Fe Olathe, KS 66062	*

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

Line Item	Question	Response *
-----------	----------	------------

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Olathe – Company History, Core Values & Business Philosophy Founded in 1973, Olathe has spent over 50 years building a legacy of excellence in the automotive and fleet industry. What began as a small operation in Kansas with tow trucks has grown into one of the nation's most respected and successful fleet dealerships. Shortly after opening, our dealer principal, Marc McEver, established the Fleet Department, setting the foundation for what would become the largest fleet dealer in the United States. Today, Olathe proudly represents 12 major OEMs—Ford, Chevrolet, GMC, Dodge, Jeep, Chrysler, Lincoln, Hyundai, Toyota, Nissan, RAM, and Mercedes-Benz. We also have the ability to source, through our large partner network almost any OEM a Sourcewell customer could need —allowing us to provide our customers with a wide range of vehicle solutions across every industry segment. Our industry longevity is supported by deep relationships with OEMs, upfitters and body builders, and a forward-thinking approach to emerging technologies like electric vehicles, upfit integration modules, municipal leasing and telematics. In 2023 and 2024, Olathe was recognized as: Ford's Largest Fleet, Commercial and Government Dealer Ford's Largest Overall Dealer by Volume #1 in sales to the Ambulance, Fire, School Bus, Shuttle Bus, and Educational sectors #1 RV Chassis provider Top-volume Chevrolet dealer in public transportation Leading seller of Mercedes Sprinter Chassis These achievements are a reflection of our unwavering commitment to our customers, strong industry relationships, and operational excellence. At the heart of our success are our core values: Integrity – Always doing the right thing, even when no one is watching Customer Service – Prioritizing the needs of our partners through outstanding service Teamwork & Accountability – Promoting internal growth and leadership through collaboration Innovation – Staying ahead of industry shifts to deliver next-generation fleet solutions Our business philosophy is simple: take care of the customer and the business will take care of itself. This mindset has guided us for over 100 years and fuels our plans for continued growth in 2025/2026 and beyond. We constantly reinforce across all teams the importance of providing top-tier service—regardless of the customer, product, or challenge. Olathe is more than just a vehicle provider—we are a trusted, long-term partner. Our goal is always to be a one-stop-shop for government and non-profit buyers - delivering complete, turnkey solutions that include upfits, graphics, alternative-fuel platforms/conversions, and financing. Most importantly, we remain committed to leading the industry by serving with honesty, excellence, and a relentless focus on the customer. On our journey of becoming the #1 Municipal and Commercial Chassis provider in the US, Olathe always focused on exceptional customer service. We are constantly emphasizing across all of our teams that we must provide the highest level of customer service no matter the situation, industry or customer. We've grown our business over 50 years by always taking care of the customer and we know that if we continue to keep that value top of mind we will still be the largest chassis provider in another 50 years!
----	--	---

12	What are your company's expectations in the event of an award?	If awarded the Sourcewell contract, Olathe is prepared to hit the ground running by delivering exceptional customer service to Sourcewell and its members across the United States and Canada. This would be our second Sourcewell contract, so we plan to build on our proven record of success and further expanding our reach and impact nationwide. We intend to fully leverage our strong brand reputation and deep industry relationships to gain immediate traction with this light duty contract. As Ford's largest government dealer—and the releasing dealer for most body builders, we bring unmatched insight into your member needs and fleet challenges. We will continue to engage the entire dealer network across North America with our partners, which provides members access to our full range of vehicles—including Battery Electric and Hydrogen Fuel Cell Electric Vehicles, transport services, financing, leasing, maintenance, technological options and repair solutions tailored to specific fleet requirements. Our commitment also extends to our turnkey upfit program, which allows members to work with their preferred local upfitters, our in-house upfitter, AFI, and all other major upfitters, which gives customers the power of choice and flexibility to have more control over lead times by delivering complete, turnkey vehicle solutions. We aim to collaborate directly with members and existing key customers to streamline procurement, reduce costs, and deliver high-quality, fully completed vehicles. This contract represents an exciting opportunity to grow the reach of both Sourcewell and Olathe—offering members a cost-effective, competitive, full-service, one-stop-shop solutions grounded in years of experience, innovation, and outstanding service. We expect to continue to grow and better serve customers with the addition of this light duty contract.	*
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.	Olathe has a long track record of financial strength, which is best demonstrated by our largest lender Ford Motor Credit. Today, Olathe has a \$225M credit line through Ford Motor Credit. This was/is established by our strong presence in the fleet market and exceptional financial history and payment track record. This substantial credit line is necessary to provide the best service and ability to deliver the high volume of vehicles sold through Sourcewell. With increasing interest costs and flooring vehicles through the upfitting process, it has been necessary to be flexible with the market to efficiently serve our customers without production delays. When Olathe places an order, it gets built at the earliest possible production date without delay. We have never hit a cap on our floorplan, because of our demonstrated payment record and financial strength. In addition to our Ford Motor Credit line, we also have several other lines for other OEMs. At Olathe, we regularly process orders for hundreds of units for government customers and carry thousands of units on our floor plan. Volume and floorplan (credit line) has never been a challenge for us - our meticulous credit history and partnerships allow flexibility that most dealers do not have across multiple OEMs. Please reference the attached Ford credit letter.	*
14	What is your US market share for the Solutions that you are proposing?	Olathe is the largest government vehicle supplier for Class 1-7 in the United States. Our overall market share across all brands is approximately 65% of the market with the largest share coming in Government. We delivered more than 35,000 chassis and government vehicles annually for the past several years setting records across several OEMs. We currently supply 95% of all ambulance chassis (Transit) and 90% of School Bus/Shuttle Bus chassis across US and Canada.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Currently, Olathe holds less than 20% market share in Canada, with most of that volume concentrated in the School Bus, Ambulance, and Fire sectors. Due to regulatory limitations across country borders, expanding into light-duty vehicle sales can be challenging. However, we remain open and committed to supporting Sourcewell members in Canada, wherever opportunities align with OEM guidelines and compliance requirements.	*
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.	Olathe and all Responsible parties have never filed for bankruptcy.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Olathe is best described as "A" a Distributor/Dealer/Reseller/Dealer Partner for the brands and affiliates we've outlined. The primary brands are Ford, Dodge, Chevrolet, RAM, Jeep, GMC, Hyundai, Lincoln, Nissan, Toyota, Chrysler, Mercedes and applicable dealer partner upfits. All new orders would be placed through a franchised dealer and ultimately titled to the end member based on their specific needs. Olathe would/could also sell used equipment/vehicles from time to time that would be sold and ultimately titled to the end member. We have all applicable licenses, dealer documents etc. on file. Our dealer network is independently owned.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Olathe holds a number of licenses directly and many more indirectly through our partners. We've listed a number of them here below and attached a dealer license file to include our applicable licenses. Kansas Department of Revenue New/Used Dealer license – Dealer number D-0349 Kansas Department of Revenue Tax Registration – 004-48072233F-02 Dunn & Bradstreet - 031350010 SAM.GOV - FELSNRYLULN5/ CAGE ID - 03TH5 Federal E-Verify MOU - Company ID 1215852 Ford Minority Owned Dealer Certification Fleet Pool USA, LLC (FEIN 82-0638591) AFI (FEIN - 37-1792689) State Sales & Use Tax ID – Kansas 004-0638591F-01 State Sales & Use Tax ID – Colorado 34436193-0001 State Sales & Use Tax ID – North Carolina 601238124 State Sales & Use Tax ID – Alabama RNT-R011342291 State Sales, Franchise & Use Tax ID – Texas 3-20820-0245-5/ 32096903169 State of New Jersey Tax Compliance State of Missouri - Certificate of Compliance Missouri DMV Dealer License - D501 Kansas DMV Dealer License - D-0170 Missouri DMV Dealer License - D385 New Mexico DMV Dealer License - 868 Missouri DMV Dealer License - D528 Pennsylvania Dealer License - VD018362L Pennsylvania Dealer License - VD029085 Pennsylvania Dealer License - VD027646 Johnson County Core Tax Clearance Jackson County Core Tax Clearance Kansas City, Missouri Core Tax Clearance Kansas City, Kansas Core Tax Clearance All contracted dealers and upfitters/modifiers maintain all required dealer licenses and certifications as required by state and local laws.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Olathe has never been debarred or suspended.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past 5 years Olathe has won numerous industry awards. We've outlined a few of those here. #1 Top Volume Fleet Dealer – Ford Motor Company – 2024 #1 Top Volume Overall Ford Dealer - 2024 #1 Top Volume Commercial Dealer – Ford Motor Company – 2024 #1 Top Volume Government Dealer – Ford Motor Company – 2024 Ford Presidents Award – 2024 Top 10 Warranty and Finance Dealership – Ford Motor Company – 2024 Top Tier Sprinter Volume – Mercedes Benz – 2024 Top performing Government Dealers – General Motors – 2024 Many of the awards Olathe has listed above we've won multiple times in the past 5 years.	*

21	What percentage of your sales are to the governmental sector in the past three years?	As an organization we have sales focused in different areas such as Retail, Commercial, Fleet, and Service. When looking at our Fleet segment and sales, approximately 80%-90% of our sales are directly/indirectly into the Government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	We estimate that nearly 45% of our sales directly/indirectly go to School Districts, Universities, or private educational institutions.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Olathe currently holds a Class 4 thru 8 Sourcwell contract. This is the primary contract Olathe markets and provides quotes off of. Current estimated volume, in our first year of holding/marketing this contract, is approximately 300 units by EOY. Class 4 thru 8 is generally a lower volume category, so we anticipate Class 1 thru 3 will yield a substantially higher volume. Olathe State Contracts include, but are not limited to: Arizona, Connecticut, Georgia, Indiana, Kentucky, Massachusetts, Maryland, Maine, Missouri, North Carolina, New Jersey, Ohio, Oregon, Utah, Pennsylvania & South Carolina. There are also several County & Municipal Contracts in addition to the above mentioned state contracts. Estimated annual volume across all State contracts is about 2,300 units. Olathe holds contracts with CES NM, TXBuy, MKCPP, Goodbuy and TIPS - overall volume annually is approx. 150 units. As you can see we have a vast reach across the government sector so we are confident we can further service Sourcwell members anywhere across the US. Sourcwell will help us to streamline our customer purchases and better educate our customers about Cooperative purchasing and it's ease. We have already shifted numerous medium duty customers over to Sourcwell, as it is our primary cooperative contract we utilize.	*
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?	Currently, Olathe's key partners hold GSA Contract - GS075. Each year we estimate that about 500 chassis come through Olathe and are upfitted to support this contract. However, our plan is to utilize Sourcwell as our main avenue for government vehicle sales.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Harris County Health District	Peka Owens	346-578-5601	*
Santa Fe Sheriffs Office	Ray Romero	505-670-8986	*
Garden Grove, CA	Steve Sudduth	714-741-5390	*
Unified Government of Wyandotte County - Kansas City, KS PD	Greg Dorsett	913-749-9309	
Kansas City, Missouri	Blakeley Butler	816-513-6925	

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.	Our sales force is a combination of direct and indirect personnel designed to support all customer needs effectively. The direct sales force consists of dealership employees and partners, totaling over 125 employees and growing, with an additional 199 employees dedicated to direct service support at our dealerships and partner locations. This direct team is primarily based in key regions, including: Kansas, Pennsylvania, New Mexico and Missouri, and works directly with customers to offer tailored vehicle solutions. These locations are vital, because they give us presence in every region in the US. This is great for customers, because we always have someone that can market to their specific regions and visit with customers in their market area. The indirect sales force includes approximately 400 personnel, including partner suppliers and upfitter partners, ensuring that we can support a wide range of customer requirements. These teams work together to provide expertise, guidance, and top-tier service. In terms of parts and service, we have partners in all 50 states that can provide assistance to members. We also have some partners located in Canada on the modification side. We continue to expand both our direct and indirect workforce to accommodate future growth and ensure that we can meet and exceed the expectations of our customers across all regions. Our dedicated personnel remain committed to providing the highest level of responsiveness and customer satisfaction.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Olathe's authorized sellers include major dealers of fleet brands such as Ford, Chevrolet, Dodge, RAM, Nissan, Toyota, Lincoln, Hyundai, GMC, and Mercedes that represent each OEM. All maintain strong networks with hundreds of service points across the continent. Our network of authorized sellers spans a vast geography on the west, central and east coasts, ensuring robust support across the United States. These locations are strategically placed to offer sales, upfitting, service and warranty repairs, ensuring that all member needs are met promptly. Our primary authorized sales dealers are located in Kansas, Missouri, Pennsylvania and New Mexico. Our upfit partners and dropship locations are located in all 50 states. We are able to ship anywhere in the United States within a couple hundred miles of the majority of Sourcewell customers. This allows for easy distribution and continued service in all states while also minimizing shipping and transport costs thus lowering costs to the end-user. We ensure that every member has access to comprehensive service and sales, no matter where they are. This extensive distribution and dealer framework provides unparalleled confidence to members, knowing they are fully supported by an efficient and widespread network that can handle any issue, regardless of brand or location.
28	Service force.	Olathe is a key member of OEM committees focused on service support for the fleet and commercial customer segments. Our brand networks have thousands of locations across the country to service your members warranty and service repair needs simply, effectively and quickly. Olathe works diligently with service locations on a daily basis, whether for routine service, warranty repairs, recalls, or shipping finished products to our end members. As a testament to our commitment to our government and commercial customers Olathe recently invested in a Ford pro facility at our Kansas store. There is a very select group of dealers that have been chosen to be a Ford Pro service center and it takes a very large investment to be selected. However, the benefits to our customers are worth noting. A Ford Pro facility offers priority service (away from the retail service lane), extended hours, specialized staff and equipment for commercial applications. It allows us access to faster acquisition of parts to get vehicles back on the road faster than other service facilities. It also provides us with increased vehicle stocking allocation, so we can offer Sourcewell customers more off the lot options than other dealers. We also have direct access to Ford Pro Commercial Experts to keep fleets up and running. As a part of our network, we are connected to several other Ford Pro facilities around the US to provide further resources in different markets. In terms of upfitting service, we have upfit partners in all 50 states, including Hawaii and Alaska. These partners, many times, will provide mobile service and/or expedited service to keep fleets running. We utilize many of the larger upfitter locations for service as well. This provides a convenient option for end-users. We also partner with local service facilities that are preferred by our customers for their upfit service as often as we can to ensure customers are comfortable. Through our Fleet Management program, associated with vehicle purchases, we also help customers manage their fleets, locate service facilities, schedule service for them and verify that they are getting fair pricing on their service needs. This is a benefit that most dealers are unable to offer in house and typically rely on the OEM for some of these services. This service really sets our Olathe Solutions team apart.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All quotes, ordering, delivery, and training will be managed through Olathe's Kansas location, ensuring full support and coordination of all vehicle orders. Olathe will oversee the quoting and pricing process based on contract requirements, and manage the ordering of vehicles, truck bodies, upfitting and any additional equipment to provide a complete vehicle solution. Orders are placed via e-mail or phone through the assigned account manager that will put together the turnkey vehicle quote. We believe that a single point of contact through the order process is easier for the customer and their procurement team. Our intent is to simplify the process by having all orders handled in one place and be all inclusive. This turnkey solution allows Olathe to manage and coordinate all necessary add-ons, whether through our partners or vendors, selected by the member and coordinated by Olathe, ensuring a streamlined and compliant procurement experience. The account management team will quote, place orders and manage upfitting coordination and our administrative team will handle weekly order updates to the customer and invoicing. Service and parts orders will be handled through their respective departments at Olathe.	*
30	Demonstrate your ability and experience handling large order volumes for autos through light trucks.	Olathe Fleet Solutions is the largest government vehicle dealer in the United States, consistently processing vehicle order volumes that far exceed those of most other dealers nationwide. Our monthly volume surpasses what many dealers fulfill in an entire year of government business. We routinely manage orders involving hundreds of vehicles at a time through established processes for coordinating deliveries to ensure timely upfitting and to prevent chassis from sitting idle for extended periods. Our extensive experience spans the full range of vehicles and upfits—from passenger automobiles to light-duty trucks—delivered to federal, state, and local government agencies across the country. We specialize in providing reliable, high-volume fleet ordering solutions tailored to the unique demands of public sector procurement. Olathe's infrastructure is specifically designed to support large-scale order volume. We maintain a dedicated and experienced team supported by robust internal systems to manage quoting, order entry, vehicle tracking, and delivery coordination. We have implemented secondary verification protocols to ensure order accuracy and alignment with customer delivery schedules. Our operational model is scalable and flexible, allowing us to process thousands of vehicles annually without compromising service quality or compliance. We work closely with a broad range of OEM partners, including Ford, RAM, Chevrolet, GMC, Dodge, Chrysler, Hyundai, Jeep, Mercedes-Benz, and Toyota, to deliver fully contract-compliant vehicles configured to meet each agency's specific operational requirements. Whether fulfilling a one-time, bulk vehicle purchase or supporting multi-year fleet replacement programs, Olathe delivers consistent results—on time, within budget, and in full compliance with all applicable government procurement standards.	*

31	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.	To secure a quote today, members can submit orders through various channels such as phone calls, website or emails. Our plan is to have an e-procurement platform, which will act as yet another channel for orders to be submitted. Today, Olathe Fleet has over 30 experienced full-time Account Managers dedicated to assist with their quote requests. Please see attached organization chart and Customer Service Program Overview for more details. When a customer inquires, our team will verify that each requestor/agency has an active Sourcewell membership to ensure non-members will not receive the special Sourcewell pricing or, if they are eligible, we will guide the non-member through the process of joining Sourcewell. Each quote will provide the member with a full list of standard equipment and options including MSRP and the Sourcewell price. Sourcewell members will have the opportunity to add additional items such as factory options, aftermarket options, and upfits before any order is submitted. At this point, we will share our knowledge and use our expertise to ask good questions and provide suggestions to ensure the recipient orders the unit(s) best fit for their application. Once completed our team will send the recipient a final quote. For the final step of the ordering process, Olathe Fleet will send an order confirmation back for the Sourcewell member to confirm all selected options before we submit the order to the manufacturer. Not only does this allow for the line of communication to stay open, this also allows our team one more opportunity to ensure accuracy between both parties. In addition, we will request the final end-user information for billing and titling the chassis. Doing so will allow for a smooth process at the time of delivery. To maintain accountability and transparency, the member will receive a weekly update from Olathe Fleet regarding their order. This update will display the purchase order, factory order number, body type, engine type, color, wheelbase and most importantly the production date of when the unit is scheduled for production. Once the unit has been produced, we will be able to provide an estimated time of arrival and track the shipping status until it has been delivered to its final destination. We also include in the weekly updated production timing with order bank open and closing dates along with current scheduling and last day to order. This ensures both the customers and us are on the same page from start to finish. Utilizing our CRM within SalesForce and communication with our Fleet Management team, we can rely on the internal communication within our team stays up to date. We understand that the ordering process can get overwhelming and, together with Sourcewell, our intention will be to make the process efficient and hassle-free for the customer. The importance of customer service is prioritized in our program. Response time commitments are crucial for maintaining customer satisfaction and continual growth. Immediate responses are the norm. We make a point to acknowledge every incoming inquiry with either a response or acknowledgment that a response is in process and additional information is needed. We commit to responding to inquiries immediately and will set clear expectations for response times. A successful fleet vehicle ordering, and management customer service program requires a combination of efficient processes, clear communication channels, sales and service performance incentives, and technology integration to meet and exceed customer expectations while driving continuous improvement in service quality. Our account management staff is incentivized based on our goals, deliveries and service provided to our customers.
----	--	---

32	Demonstrate in detail your ability to sell, deliver, and support vehicles sold on a master agreement throughout the contiguous United States; as well as sell, deliver, and support vehicles sold on contract in Alaska, Hawaii, US Territories, and Canada.	Olathe Fleet has the proven capacity and infrastructure to sell, deliver, and support vehicles under a master agreement across the contiguous United States, as well as in Alaska, Hawaii, U.S. Territories, and some in Canada. As the largest government vehicle dealer in the United States, Olathe manages thousands of vehicle transactions annually for public sector agencies at all levels. Our national reach, experienced logistics team, and strong manufacturer partnerships ensure seamless vehicle fulfillment and post-sale support regardless of customer location. Sales Capabilities Olathe's government sales team is highly experienced in managing large-scale fleet procurement and contract compliance across jurisdictions. We are fully equipped to work under a single master agreement while meeting the unique administrative, regulatory, and logistical requirements of each state, territory, or province. Our team is trained on the nuances of cooperative purchasing contracts and is adept at handling high-volume quoting, order customization, and specification assistance. Our team is fully trained on Sourcewell contract compliance and reporting. Our national reach is made possible through strong OEM partnerships with Ford, RAM, Chevrolet, GMC, Dodge, Chrysler, Hyundai, Jeep, Mercedes-Benz, Toyota, and others, allowing us to offer a full range of vehicles—autos through light-duty trucks—under compliant contract terms to government buyers anywhere in North America. Delivery Capabilities Olathe has extensive experience coordinating nationwide and international vehicle deliveries, including to remote and logistically complex locations such as Alaska, Hawaii, U.S. Territories (e.g., Puerto Rico, Guam), and Canada. We partner with reliable freight and logistics providers who specialize in government fleet deliveries, enabling us to provide: - Port-to-port and door-to-door vehicle delivery - Coordination with third-party upfitters near delivery locations - Real-time tracking and communication throughout the transport process - Accurate documentation for cross-border and international shipments Our delivery strategy is designed to minimize downtime, ensure chassis do not sit idle, and align with each customer's operational schedule. Support Capabilities Post-sale support is a critical component of our service offering. Olathe provides full lifecycle support for vehicles sold under the contract, including: - Coordination of upfitting and custom builds through our vendor network - Assistance with warranty registration and service - Title and registration services as required by jurisdiction - Customer service and technical support provided by a dedicated team - Coordination with OEM service networks for local maintenance and repairs For deliveries outside the contiguous U.S., including Alaska, Hawaii, U.S. Territories, and Canada, Olathe ensures full support through a combination of OEM-authorized service centers and trusted third-party vendors, maintaining compliance with OEM policies, warranty terms and customer expectations.
----	---	--

33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Olathe Fleet is fully committed to providing vehicles and related services to all Sourcewell participating entities, regardless of size, location, or purchasing needs. As the largest government vehicle dealer in the United States, Olathe has both the operational capacity and the organizational commitment to serve Sourcewell members nationwide with excellence, efficiency, and compliance. Today, Olathe supplies over 30,000 chassis annually across the United States, serving dozens of industries and thousands of public sector customers, including municipalities, counties, state agencies, utilities, educational institutions, and non-profits. This extensive experience uniquely positions us to meet the diverse requirements of Sourcewell members. Nationwide Reach, Inventory Capacity and Scalability Olathe's infrastructure is built to scale. We are equipped to handle everything from single-unit orders for small municipalities to multi-hundred-vehicle fleet purchases for large state or regional agencies. Our reach spans all 50 states and includes the capability to deliver and support vehicles in Alaska, Hawaii, U.S. Territories, and Canada. Importantly, Olathe maintains the ability to floor thousands of vehicles at any given time, enabling us to meet urgent needs, support rapid deployment schedules, and ensure vehicle availability even during times of high demand or supply chain disruption. This also means that our customer's orders are not delayed due to financial constraints. Dedicated Contract Support We maintain a team of specialists trained in cooperative purchasing and contract compliance, including the specific requirements of Sourcewell. All orders placed under the Sourcewell contract are handled in accordance with contract terms, including: Accurate pricing Electronic order processing and tracking Inclusion of Sourcewell-specific identifiers for contract compliance Coordination of vehicle upfitting through approved vendors or member-preferred upfitters Commitment to Service Olathe is not only capable but fully committed to servicing Sourcewell members at every level. Our model is centered on offering turnkey solutions that include vehicle procurement, delivery coordination, customization, and post-sale support. Regardless of an agency's location or fleet size, we ensure every Sourcewell member receives prompt, knowledgeable, and responsive service. Olathe's track record, scale, and deep experience in public sector fleet operations make us an ideal supplier for Sourcewell participating entities. We are fully aligned with Sourcewell's mission of simplifying procurement and delivering the highest value to its members—and we are prepared to support every member's unique needs with the highest level of professionalism and care. Please see attached Executive Summary document under additional document uploads for more details.	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Olathe services many large customers in Canada in the Ambulance/Fire, School Bus, Shuttle Bus, Mobility Vehicles and Recreational Vehicles Markets. We are willing to serve Canadian customers within the parameters set by the OEMs.	*
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We have customers spanning coast to coast in both the US and Canada so we don't see any area's that we won't be able to offer at this time. We have the largest network in the US and are confident regardless of the geographical area we'll be able to help meet your member's needs. Having said that, each OEM geographical coverage is slightly different so we encourage members to reach out to our team and discuss their specific geographic location and usage so we can help them make the best OEM decision.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific restrictions or requirements for these areas. The only caveat is that deliveries may take an extended amount of time depending on location due to port transfer complexities and ship availability. Occasionally, the OEMs have a fee to ship directly to Hawaii, but that would already be included in the OEM destination & delivery charges. We will remind customers in these areas that shipments may take extra time depending on current logistics/freight market conditions.	*

37	Describe in detail your history and experience selling vehicles to state and local government agencies, public and private K-12 and higher education, and non-profits.	Olathe Fleet has a well-established track record of serving public sector and non-profit organizations across the U.S. As the nation's largest government vehicle dealer, we've spent over 50 years addressing the unique needs of state and local governments, educational institutions, and non-profits with compliant, cost-effective, and scalable vehicle solutions. Serving this market is not something we do, it is WHAT we do. **State and Local Government** Olathe has provided vehicles to thousands of government agencies in all 50 states, supporting departments like transportation, public works, law enforcement, fire and rescue, parks, utilities, and municipal operations. We are well-versed in government procurement processes, budget cycles, and the importance of transparency and compliance. We are also very familiar with the ways to market to these customers and the uniqueness that comes with connecting with fleet managers and sometimes being the educator. Our strong partnerships with major OEMs—including Ford, Chevrolet, RAM, GMC, Dodge, Toyota, and Jeep—allow us to supply contract-compliant vehicles tailored to specific agency requirements. We also collaborate with upfit vendors to deliver fully equipped vehicles with toolboxes, lighting, emergency equipment, or technology packages, ready for immediate use. **K-12 and Higher Education** Olathe supports K-12 school districts, colleges, and universities nationwide, supplying maintenance trucks, administrative sedans, campus security vehicles, and transportation vans. We understand the budgetary and operational challenges faced by educational institutions and offer tailored solutions. Our dedicated account managers guide schools through how to use Sourcewell to ensure compliance and maximize value. We spend a lot of time doing educational seminars, educational marketing and exhibiting at trade shows to explain how cooperative procurement works. We also streamline vehicle registration, delivery, and warranty support to reduce administrative burdens for district and campus staff. **Non-Profit Organizations** Olathe serves a wide range of non-profits and 501(c)(3) organizations, including healthcare providers, social service agencies, community programs, and faith-based groups. Recognizing their funding constraints, we provide functional, cost-effective vehicle solutions tailored to their mission and operational needs. Our team offers flexible delivery, customization, and expertise in leveraging Sourcewell to simplify procurement and enhance value for non-profits. Serving thousands of government agencies, educational institutions, and non-profits, Olathe delivers unmatched expertise, scale, and dedication to the public sector. Our commitment to reliability, compliance, and customer-focused service has earned us trust across all regions and sectors. We continue to provide turnkey vehicle solutions designed to meet the specific needs of these organizations.	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Absolutely! Sometimes, there are restrictions regarding discounts available to non-profits vs. government entities, however, we will offer the largest discount available for the non-profit in compliance with manufacturer guidelines.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
-----------	----------	------------

39	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	At its core, this contract opportunity is designed to assist government agencies in meeting their fleet vehicle needs. This requires a comprehensive marketing strategy tailored to reach key decision-makers within the public sector. First, we will continue to learn and understand our audience. We will identify the specific government agencies that will benefit from this program such as law enforcement agencies, public utilities, municipal governments, and more. Once we have an audience targeted, we will market to their specific fleet requirements, budget constraints, and procurement processes. Currently, we use social media channels such as LinkedIn, YouTube, Instagram and Facebook, because that is where we know our audience spends their time keeping up with the industry and communicating with others in the industry. While maintaining our current strategy, we will conquest new customers by way of monthly tradeshow, word-of-mouth - shared testimonials and reference letters, customer tailored presentations, direct customer visits and social media. If we were to get this contract, we will clearly articulate the benefits of the program to our customers. This would include cost savings, access to specialized vehicles, and streamlined procurement processes. Part of this process will include creating educational content that we will present to all of our current and prospective customers. In order for this to be successful, we understand the importance of communication and transparency. Compliance with regulatory requirements will instill confidence in the program and help build long-term relationships with our clients. By providing our customers with all of the relevant, clear, and precise information, they will be able to see how beneficial this program is to their businesses. Once we have the educational content created, we will share these with the decision-makers using direct mail, email campaigns, social media, and, ideally, in-person meetings – tailoring the information to fit the needs of each entity. We already have a strong foundation of partnerships and alliances; however, we will continue to collaborate with industry associations, government agencies, and other stakeholders to build credibility and expand our reach. All these efforts will be led with the universal goal of getting clients to our website, which attracts more than 25,000 new visitors each month. Our website is where we will have a wealth of knowledge, an FAQ page, and the finer details of the program. We at Olathe understand the power of the Advertising Dollar and will continue to fund efforts to reach new clientele. We also utilize data platforms that we are able to research agency spend, contacts and information, locate fleet managers and identify purchasing cycles. Our team uses this platform to research council meetings and upcoming spend, so we can reach out to agencies directly and offer the ability to make their purchase through Sourcewell. This has proven to be an extremely successful method of educating customers and obtaining new business. We also plan to integrate a municipal blog and utilize Sourcewell's marketing tools for podcasts and video blogs to promote our agreement. We are extremely excited to utilize these tools going forward. Please see attached sample marketing materials and plan, as well as References from current Sourcewell Customers in the additional uploads.
----	---	---

40	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	By integrating technology and digital data utilization into the marketing strategy, organizations can gain valuable insights, optimize campaign performance, and effectively engage with public sector agencies to promote the contract with Sourcwell. We currently find that our audience is most receptive in the world of LinkedIn and YouTube. However, we will continue to monitor all social media platforms to understand conversations and trends related to fleet management and government procurement. This can provide valuable insight into the pain points and preferences of target agencies which, in turn, will help us tailor messaging and outreach efforts accordingly. Additionally, we use targeted online advertising. We have used platforms like Google Ads and social media advertising plans to target decision-makers within government agencies. By segmenting the audience based on job titles, organizational roles, and interests relevant to fleet management and purchasing, we are able to precisely target our audience at higher conversion rates. As we know, Electric Vehicles is a current hot topic. Knowing that our clientele is staying in the know about the EV products, we are putting our name in front of them each time they use a search engine. This leads to associating Olathe with their fleet and chassis needs. Once we have these digital campaigns rolled out, we use data and metadata analytics to measure the performance of the content marketing efforts. We currently and will continue to analyze metrics like engagement rates, click-through rates, and conversion to identify high-performing content and optimize future campaigns. Leveraging our metadata analysis tools to extract valuable insights helps us identify patterns, trends, and key themes related to our services. Email marketing plays an important role in the advertising efforts. We have implemented email marketing automation platforms to streamline outreach campaigns and to nurture leads. Together with the knowledge we gain of our prospective customers, we will put together curated, personalized emails that lean into the different sectors we serve. Finally, we utilize a platform that allows us to connect with the most current purchasing agents and fleet managers across the US directly through e-mail and via phone. We are able to pinpoint their typical methods of purchasing, whether through bid, coop or state contract and reach out about our services with historical knowledge allowing us to better meet their needs and identify potential pain points before even reaching out.
41	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	The recognizable Sourcwell brand holds a lot of weight and trust in the industry. Having the Sourcwell name in our arsenal of tools will help in our efforts to prove our honesty, loyalty, and legitimacy to our prospective and current customers. Collaborating with a trusted brand serves as a form of validation and endorsement for our business. In the government sector of this industry, Sourcwell is synonymous with the elimination of the need to bid. Creating an avenue of ease and convenience for our customers holds an exponential amount of value. It is well-known that Sourcwell's documentation review is in-depth and detailed further proving that their acceptance goes a long way. Sourcwell has done such a great job making the process of procuring vehicles efficient, flexible, and user-friendly. Sourcwell's role in promoting contracts would be to continue to meet the standards they have set throughout the years and throughout the industry. Sourcwell provides regular training for those selling through a Sourcwell contract and we know that is very helpful. Everyone at Sourcwell has been very easy to get in contact with regarding our other contracts and they are doing everything they can to be supportive. We would love if Sourcwell would be able to provide specific marketing materials to give to customers with the Sourcwell name on it. The more the name is seen, the easier it is for dealers to sell on the contract. However, Sourcwell has done a tremendous job getting the name out here and we are excited for this opportunity for light duty vehicles. The Sourcwell logo currently goes on all of our government marketing materials, as well as on the tops of all quotes, website and our e-mail signatures. We are excited to hopefully be able to add the light duty logo, next to our medium duty contract logo.

42	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	As of today, we do not have a formal e-procurement ordering system. If awarded this Sourcewell contract, our plan is to continue our development of our extensive online platform for all 11 of our OEMs, EV upfitters, commercial truck builders, police upfitters and other key partners to be available for our customers every minute of every day of every year. From quote to requisition to payment, we want to streamline the procurement process through Sourcewell. The vision we have for our e-procurement system is to have a secure, password-protected portal for each user, ensuring that only authorized personnel can access the platform. From there, the user would be served a catalog of approved products and services available for purchase. Ideally, authorized users will be able to create purchase requisitions within the portal, specifying details like quantity, specifications, and budgets. Once a customer has input their custom build, they will then have the option to process the order transaction by submitting a purchase order. This would give the customer the autonomy of building and specifying on their own time, however it also allows a communication line to be open at all times between the member and our team should there be any issues or questions. The goal we have in mind for our future e-procurement system is to provide transparency and compliance, enhance vendor relationships, and achieve cost savings. By leveraging this technology, these customers can achieve greater efficiency and effectiveness. Currently, the customers can visit our website olathefleet.com to get more information about us and how to get in contact with us or reach out directly. We have account managers available 7 days a week from 8am - 6pm. Additionally, customers can get on any OEM website, build the vehicle they are looking for and send it to us to quote. This is very common and works great for customers! At Olathe, we believe that it is important, regardless of having an e-procurement system, to speak directly with the customer about their needs. The fleet industry has many nuances, so it is important that we verify that what they would like is feasible and that the configuration and the upfit will ultimately work. While e-procurement is coming, due to the ever changing industry, most orders require at least a quick conversation. For now, calls and e-mails work great and we have exceptional turnaround time.	*
----	--	--	---

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
43	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Olathe through its partnerships with Ford, Chevrolet, GMC, Dodge and Mercedes will extend all training and service related programs. These OEM's offer a variety of training both online and in person. Any programs which have a cost, Olathe will be transparent and pass those cost through with no additional charge to your members. Olathe also is willing to provide training to members via online meeting or in some instances, in person for specific needs. Training is optional, but always available. For very involved upfitting, we will coordinate with the upfitter to send a video training or do a conference call with the customer at delivery if they are not local.	*
44	Describe any technological advances that your proposed Solutions offer.	Each of our OEM partners are making significant improvements in technology in all of these models. By partnering with Olathe your members are going to continue to have the most up to date technology in their chassis purchases. Some of the most significant improvements are around safety, such as the 360 degree camera systems, upfit integration systems or fleet telematics allowing members to better manage their fleets' service needs, preventative maintenance and overall cost of ownership. The OEM websites also provide more information today than they ever have. These are a great reference tool! Software Solution addition to vehicle purchases: Olathe Fleet Solutions has been offering Fleet Management Software and Telematics since the major inception of these technologies. We believe that offering these solutions to fleets at the time of vehicle sale helps them to prolong their fleets, develop replacement cycles and helps to manage drivers to increase safety and adherence to what fleets value in their drivers. By integrating technological solutions, we bring additional value to our fleet customers. We believe that providing the highest level of customer service is imperative, which is why we complete all onboarding, integration and assist with setting drivers up with their new technology. Most companies out there leave you on your own to setup your software and we believe that for a customer to get the most out of the technology they are investing in, that we must provide training and integration, along with regular check-ins to ensure the customer is happy and the technology is working for them while their fleet evolves over time. We ensure that when needs change, we evolve with the end-user. Fleet Technology goes hand in hand with all of the other services and products we provide at Olathe Fleet Solutions. In the EV space, we also offer solutions for hybrid vehicle conversions (for models that do not yet have OEM solutions in the hybrid model), as well as EV conversions.	*

45	Describe any service contract options or extended warranties being offered with your proposal.	Olathe offers all OEM extended warranties and maintenance plans on Sourcewell at Fleet pricing established by the OEMs. We also have another program called Brightline that is part of a cross-brand extended warranty program that can be great for multibrand fleets. Pricing varies by model, but will be offered from 5-20% off MSRP to Sourcewell customers. These are offered based on mileage and timeframe and include extended warranty and maintenance options ranging from basic plans to comprehensive plans. Many of our upfit partners offer extended warranty options as well. These would be available based on specific upfit and manufacturer. See attached information flyers that break down options in detail.
46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Each of our manufacturers provides warranties, and for your convenience, we have attached all OEM warranties for reference. Additionally, our add-on partners offer warranties specific to their modifications, tailored to each specification, request, and usage scenario. We work closely with each member to ensure they receive the most suitable warranties available in the market to meet their unique needs. It is important to note that many manufacturers have specific usage restrictions that may impact warranty coverage. Olathe serves as a knowledgeable resource to assist members in understanding and navigating these restrictions before the chassis is put into service. In many cases, warranty coverage includes expenses related to technician labor, travel time, mileage, and towing. We recommend that members take their vehicles to the nearest authorized dealership or service center for warranty support. We are proud to have the largest service network in the United States and Canada and are confident in our ability to meet the needs of members regardless of their geographic location. Since OEM geographic coverage varies, we encourage members to contact our team to discuss their specific location and usage requirements to help make the best OEM selection. Warranty policies vary across our OEM partners and body modifiers. When warranty claims arise, we coordinate directly with the OEM or body modifier. If claims are approved, Olathe often assists with repairs and resolution to ensure a smooth process for our members.
47	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Olathe stays on the forefront of Green initiatives with all of our OEM partners. Today, we are offering fully electric products such as F150 Lighting, Mach E, E-Transit, and a fully electric E-series through our partner Optimal EV. We have EV Chevrolet Silverado, Blazers, and Equinox's as well. Though Mercedes we have the E-Sprinter and later this year we will have an EV Dodge Promaster. Hyundai offers to IONIQ line. There are even more EV's currently in the design process that Olathe will bring to market with our OEM partners through the term of this engagement. Olathe is able to offer hybrid conversions for F-250/F-350 models through our partners, as well as CNG conversions and propane conversions. Through the same Partner, Greentech, we are able to offer refurbished EV batteries and EV battery recycling. Our Partner, SP is able to offer financing and leasing solutions specifically for EV and hybrid forward agencies giving the ability to expand and manage their fleets with efficiency. Through the use of our telematics solutions, customers can get feedback about their driving, battery usage, charging state and cost of ownership - the whole purpose of EVs is to be green and the more information we have, the better we can leverage Green Initiatives. In terms of the OEM's - they are very involved with Green initiatives - Vehicle OEM manufacturers are increasingly committed to reducing environmental impact through a range of sustainability-focused initiatives integrated into their products, operations, and partnerships. These efforts are often verified by third-party certifying agencies to ensure transparency and accountability. 1. Electric Vehicle (EV) Development and Transition OEMs are making substantial investments in the development and production of Battery Electric Vehicles (BEVs) and Plug-in Hybrid Electric Vehicles (PHEVs) to reduce reliance on fossil fuels and lower greenhouse gas emissions. Key Focus Areas: Advancements in battery technology, energy storage systems, and collaboration with utility providers to expand EV charging infrastructure and manage grid demand. Certifying Agencies: EPA SmartWay – for high fuel-efficiency, low-emission vehicles. California Air Resources Board (CARB) – for compliance with ZEV (Zero-Emission Vehicle) mandates. SAE International – for EV performance and safety standards. 2. Sustainable Materials and Circular Economy Practices OEMs are transitioning toward more sustainable materials such as recycled plastics, bio-

based polymers, and natural fibers in vehicle components and interiors.

Examples: Use of recycled plastic bottles for underbody shields or interior components.

Closed-loop recycling systems are being implemented to reduce dependence on virgin materials and minimize waste.

Certifying Agencies:

Global Recycled Standard (GRS) – for products containing verified recycled content.

UL Environment – for third-party validation of sustainable product claims.

ISO 14001 – for certified environmental management systems.

3. Sustainable Manufacturing Processes

Many OEMs are developing ""green factories"" powered by renewable energy sources such as wind, solar, and hydroelectric power to reduce carbon emissions from manufacturing operations.

Lean manufacturing practices are used to optimize resource efficiency and reduce waste.

Advanced technologies such as 3D printing help lower material usage and enable the use of more sustainable inputs.

Certifying Agencies:

LEED (Leadership in Energy and Environmental Design) – for green building certification.

ISO 50001 – for energy management systems.

RE100 (The Climate Group) – for companies committed to 100% renewable electricity.

4. Carbon Neutrality and Lifecycle Emissions Reduction

OEMs are working toward climate neutrality by reducing carbon emissions throughout the entire vehicle lifecycle—from material sourcing and manufacturing to use-phase and end-of-life processes.

Lifecycle assessments (LCAs) are used to identify emissions hotspots and guide reductions across the value chain.

Certifying Agencies:

Science Based Targets initiative (SBTi) – for validating emissions reduction targets aligned with climate science.

Carbon Disclosure Project (CDP) – for environmental impact reporting.

PAS 2060 – for certifying carbon neutrality claims.

5. Reducing Local Pollution and Non-Exhaust Emissions

To address local air quality concerns, OEMs are targeting both exhaust and non-exhaust emissions.

Technologies such as diesel particulate filters and selective catalytic reduction systems help reduce emissions from internal combustion engine (ICE) vehicles.

Efforts are also underway to reduce particulate matter and microplastics from tire and brake wear through new materials and design improvements.

Certifying Agencies:

CARB – for emissions compliance and vehicle standards.

EURO Emission Standards – for tailpipe emissions in European markets.

6. Partnerships and Industry Collaboration

OEMs are forming strategic partnerships with recyclers, suppliers, and sustainability initiatives to support circular economy practices and reduce emissions across the supply chain.

Collaborations with recycling partners enable recovery of critical materials (e.g., lithium, cobalt, plastics) from end-of-life vehicles.

Suppliers are increasingly required to meet environmental performance criteria and disclose emissions data.

Certifying Agencies:

Responsible Business Alliance (RBA) – for ethical and sustainable supply chain practices.

EcoVadis – for supplier sustainability ratings and transparency.

These initiatives illustrate how vehicle OEM manufacturers are taking a comprehensive, lifecycle-based approach to sustainability. From sourcing and production to vehicle use and disposal, OEMs are aligning their strategies with global environmental standards and verified by leading certifying agencies to ensure meaningful progress toward a more sustainable future.

48	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.	Through our many OEM Partners and Optimal EV Sourcewell members can take full advantage of vehicles with the highest levels of ratings and certifications such as CARB. (California Air Resource Board) In addition, many of our Partners are continuing to work on new products, offerings and processes to continuously improve energy conservation and efficiency. At the dealership level we continue to invest in many sustainability initiatives such as solar panels, recycling programs, and electric vehicle charging stations. Olathe consistency reviews and audits our carbon footprint and looks at any and all opportunities to continue to reduce it. We have several partners that are focused on financing EVs and infrastructure, as well as helping agencies to understand life-cycle and efficiency. We have partners that include Sustainability Partners, Evergy Electric and Greentec. Additionally, our proposed solutions incorporate vehicles and technologies from leading OEMs that have received a range of third-party environmental certifications, ratings, and recognitions. These credentials demonstrate compliance with internationally recognized standards for energy efficiency, emissions reduction, and sustainable manufacturing practices. Ford / Ford Pro ENERGY STAR Partner of the Year (U.S. EPA) – Recognized for energy-efficient operations. ISO 14001 Certified – Environmental management systems across multiple facilities. CDP A-List Recognition – Acknowledged for climate transparency and emissions reduction. SmartWay Certified Vehicles – F-150 Lightning, Transit, and select hybrid models. LEED Certified Buildings – Several manufacturing and operational sites. General Motors (GMC / Chevrolet) ENERGY STAR Partner of the Year – Sustained Excellence ISO 14001 Certified Facilities – Implementing environmental management systems. UL 2799 Zero Waste to Landfill Certification – Earned at several North American plants. SmartWay Certified Vehicles – Including Chevrolet Bolt, Silverado (select models), and GMC Sierra. LEED-Certified Facilities – Offices and plants designed with green building principles. CDP Climate Leadership Score Stellantis (Jeep / RAM / Dodge / Chrysler) ISO 14001 Certification – Environmental stewardship in manufacturing processes. SmartWay Certified Vehicles – Select Chrysler, Dodge, and Jeep models. Stellantis EcoDesign Program – Life-cycle assessment methodology applied in vehicle development. CDP Reporting Participant – Committed to transparent environmental disclosures. Hyundai Green NCAP Ratings – High scores for Ioniq, Kona EV, and other hybrids/EVs. ISO 50001 Certified Plants – Energy management systems in place. SmartWay Certified Vehicles – Ioniq Hybrid, Sonata Hybrid, and others. Carbon Trust Certification – Hyundai UK recognized for carbon footprint reduction. Mercedes-Benz ISO 14001 and ISO 50001 Certified Facilities – Comprehensive environmental and energy systems. Carbon-Neutral Manufacturing – All European car plants operating on 100% renewable energy. Green NCAP Ratings – EQS and EQE models score highly on efficiency and emissions. CDP A-List Member SmartWay Certified Models – Where applicable in North America. Toyota ENERGY STAR Partner of the Year – Recognized for energy performance in facilities. ISO 14001 Certified – All major production facilities. SmartWay Certified Vehicles – Prius, RAV4 Hybrid, Corolla Hybrid, and more. LEED-Certified Headquarters & Facilities Toyota Environmental Challenge 2050 – Strategic alignment with cradle-to-cradle principles. CDP A-List – For environmental leadership and transparency.
----	--	---

49	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?	Our team is like none other in the government fleet industry. We come with a full service of offerings across 11 OEM's. Our management team has over 150 years of service combined, supporting our fleet customers. We started with a 1 person operation and through hard work, experience and incredible customer service we've grown it into the largest municipal vehicle supplier in the US. Our partnership and connections give us a leg up when it comes to finding solutions for customers in unique situations. We provide a consult for every one of our clients as a courtesy to ensure that they are getting what they actually need. Many times customers call in and they are sure of what they need and it turns out that they are overspec'd or underspec'd, because that is the ""way they have always done it."" At Olathe, we get away from assuming that the customer knows exactly what they need and we ask more questions than most dealers. Most often, customers are surprised at the questions and extremely grateful we asked. Our experience is what sets us apart. We have seen it all and experienced the highs and lows in the industry. This gives us a very unique perspective when it comes to serving customers. We offer creative financing, municipal leasing, short-term leasing, lease buyouts/restructuring of negatively structure fleet management company leases and traditional leasing. We have more than 20 banks that we work with to provide financing options. There are many customers that are struggling to keep their fleets going due to budget constraints and administration changes and we have several solutions for them, as well as training on life cycle optimization and software. By offering 11 OEMs, all in one place, at a dealer that KNOWS fleet, we ARE different. We are not just some fleet store, we are a FLEET first store... that happens to have a retail store. About 80% of our sales are fleet sales, that is extremely unique. Most dealers focus on retail and commercial, but we eat, sleep and live FLEET. We are a true one-stop-shop - we offer everything from orders to upfitting to graphics to service and parts. Fleet management to financing and tax, title and licensing - We do it all and we do it well. We have systems that allows for tracking all of the information. Most dealers have one or two ""government people,"" and they call themselves and fleet department - we have numerous teams with over 150 people. Volume is our middle name. In 2021, Olathe Ford requested with Ford Motor Company to be recognized as a Minority Dealer. We were accepted and became a part of Ford's Minority Dealer Network on November 19, 2021. This is helpful for government agencies that have parameters set for purchasing from minority owned businesses. Olathe has attached a copy of its letter confirmation from Ford Motor Company. (Minority Dealer Network Acceptance Letter)
----	---	---

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	In 2021, Olathe Ford requested with Ford Motor Company to be recognized as a Minority Dealer. We were accepted and became a part of Ford's Minority Dealer Network on November 19, 2021. This is helpful for government agencies that have parameters set for purchasing from minority owned businesses.
51		Minority Business Enterprise (MBE)	☒ Yes ☐ No	In 2021, Olathe Ford requested with Ford Motor Company to be recognized as a Minority Dealer. We were accepted and became a part of Ford's Minority Dealer Network on November 19, 2021. This is helpful for government agencies that have parameters set for purchasing from minority owned businesses.
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	NA
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	NA
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	NA
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	NA
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	NA
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	NA
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	NA

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Olathe's payment terms are Net 30 with acceptable payment methods being ACH, Wire, or a Check.
60	Describe any leasing or financing options available for use by educational or governmental entities.	Olathe has a broad offering of leasing and financing options. We have short-term and long-term financing options through Ford Motor Credit as well as additional 3rd party partners. We also offer a variety of leasing options, both in house leasing options as well as through 3rd party partners. We have full service lease options as well. We are confident Olathe can offer the best in market leasing solutions to your customers no matter their need or situation. We have partners including: Sustainability Partners, Bancorp, Ford Fin Simple, Bank of Kansas and numerous others that offer solutions specifically for government and educational entities.

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	The main documents in the process would be the overall quote, member specific specs, buyers order, odometer statement, Manufacturer Statement of Origin, potentially titling paperwork (location dependent), return labels, service agreement documents, and purchase order/signed quote form. See attached sample forms.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept up to \$2,500 per vehicle, upfit or service. If a member would like to put more than \$2,500 on a P-Card we will accept that form of payment however a transaction fee will be added to the total cost. This fee will be a direct pass through to the member.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Olathe is offering discounts off of MSRP for all 12 of our OEM partners and for any model within those OEMs that meet the specifications of this contract. This applies to any future products that OEMs could bring to market during the term of this agreement. Additionally, Olathe is allowing all upfits to be added to any vehicle through either Olathe's partners or through the member's partner of choice. All current MSRP price lists that are available to dealers are included in the zip file, as well as discount pricing structure. All pricing can also be referenced on OEM websites listed in the website section.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Olathe's pricing discount range by OEM Manufacturer. Ford Motor Company/Lincoln – from 3.47% - 20.67% Stellantis – from 4.96% - 15.55% Hyundai - from 3.15% - 18.56% Toyota - -1%-9.24% Nissan – from -1% - 9.9% General Motors (Chevrolet / GMC) – 5.25% - 16.87% Mercedes – from 4.44% - 12.38% Other pricing details are outlined in our pricing attachment and MSRP for all currently available models for ordering are attached.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	We encourage any member ordering 25 vehicles or more at a time to reach out to Olathe directly so we can review additional discounts and supply the member with an exact quote. Some of the OEMs offer the dealer greater discounts for quantities of 25 or more, so it is in the favor of the customer to reach out to a dealer that is familiar with handling those unique requests. Those additional discounts can range from 3-15% in our experience.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any open market items that need to be sourced will be source with a mark-up at or below 10% depending on the item and current open market conditions.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Olathe is well versed and experienced in this industry segment, therefore we've considered all cost and taken all cost into account with our proposal. If a member has a unique or unforeseen request for their particular situation Olathe will work to offer them the very best solution at the lowest market price. In the event a member has a vehicle upfitted and therefore needs special consideration, those costs would be included in the cost of the upfit at the time the request is made and Olathe will provide that to the member in the quoting process. The only fee that varies, but is a frequent additional cost that we see is a Courtesy Delivery Fee - those range generally from \$300-\$900 depending on the dealership. Olathe will consider if Courtesy Delivery is the best avenue for delivery at the time of quote. The customer will always be provided with the best possible cost option.	*

68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All OEM manufactures charges a "delivery and destination fee" these charges are displayed on every window sticker regardless of the model. This does not include vehicles that are being moved to an upfitter and/or then delivered to the end member. At the time of quoting Olathe will outline and include all additional delivery charges for those instances. Most often the delivery cost is based on the number of miles from point A to point B, but will consider quantity for discounts. Pricing for deliveries is based on current market rates that fluctuate daily based on "lane" volume, availability of drivers and fuel pricing. We will do everything we can to utilize methods that result in the greatest logistics cost savings like ship-thru and courtesy deliveries.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	These area's or regions carry some of the most difficult and time consuming freight movements. In many cases there are numerous additional cost such as port entry, agent fees, driver cost, ferries, and other logistical specialties. In any of these instances Olathe will work to provide the lowest cost to your members based on their specific needs as well as provide all of those cost upfront during the quote process. Freight is generally handled the same way through our logistics partners regardless of location. These locations generally take extra shipping time, so we ask for patience, but we can give a general estimate of the arrival date. Arrivals and shipping time vary based on port to port time and market conditions. In general, most of these locations require various transport methods (truck, train, ship, driven, etc...) for one transaction, all of which Olathe will assist to coordinate. Most of the time for Hawaii and Alaska, we can order and have the vehicle shipped directly to a dropship location in those states, so the OEM would coordinate shipping in that instance. We typically have general visibility based on location in our OEM shipping systems, but that is not 100% always the case. We will provide whatever information we have with regular updates to the customer. In terms of Canada and some shipping to Alaska, dependent on location, we may have border crossing fees, import or export fees and those would be passed through to the customer at cost within the OEM parameters set for dealers. In very rare instances, outside the normal process, if the customer has an extended transport time to a very remote location, and they do not plan to pay for the vehicle until the vehicle is delivered - any vehicle that takes over 75 days to deliver after factory production would be subject to floorplan cost for the number of days beyond 75 days. This is a very rare occurrence, but it has happened. We would discuss this with the customer at the time of quote.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to Olathe's size and scope we have key partnerships with many freight and automotive carriers which we constantly review in order to ensure we are receiving at or below market rates which we will pass along to your members. In addition, some of our partners including but not limited to AFI have a OEM ship-thru which allows Olathe to upfit certain vehicles and then put them back into the OEMs transportation platform and have them delivered to the member at minimal additional cost. We also utilize a platform for logistics scheduling that gives members direct access to see when their vehicle is picked up, where it is in transit and when it will be delivered. This ensures that customers are informed the whole way.	*

71	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.	Currently we have numerous internal audit processes to ensure we are compliant with all of our customers across our 12 OEMs, multiple industries and 35,000 plus chassis. In addition, our vision for the Sourcewell contract would be expand on our current processes while implementing a customer inquiry, chassis building, quoting, and ordering tool via portal or online tool. We believe that this transparency will help drive adoption of the contract while also creating a great customer experience for your members. Once all of this data is collected then mining it for trends, successes and failure will ensure we continue to improve the service to your members. We track all vehicle orders and cooperative fees in a database that allows us to verify that all cooperative fees are paid in a timely manner and sales are reported correctly. We have dedicated team members that specifically oversee this process. By keeping sales internal at Olathe Fleet, we are able to ensure that all new employees are trained on Sourcewell compliance and all necessary processes are followed.	*
72	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.	Several internal metrics can be tracked and recorded to ensure our efforts with Sourcewell are proving to be successful. First, we'll track the overall volume of calls, emails, and general inquiries to ensure we are gaining notoriety for our new award. From there, we'll begin to measure the number of quotes and opportunities that Olathe provides and the corresponding conversion of those quotes into OEM orders. In addition, we will track the overall order processing time. Measuring the time it takes from receiving a vehicle acquisition request to processing the order and confirming it in the system will ensure we are using our time and our clients' time efficiently. On top of that, we will tracking the accuracy of our inventory data on a regular basis to confirm that the system reflects actual availability and status of vehicles, minimizing errors in procurement and allocation. Fulfillment rate will be monitored to verify that our system effectively matches demand with available inventory and processes are streamlined. Most importantly, we will actively engage with and track user satisfaction with the program and our services.	*
73	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.	We believe in a simple and transparent administrate fee that allows the contract to grow in volume and member adoption. Olathe agrees to pay Sourcewell \$500 per unit. This includes all brands and all models that fall under this contract terms.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	All of the pricing and discounts provided are higher than other cooperative agreements that Olathe is awarded. We would like to encourage our customers to utilize Sourcewell as often as possible.	*

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

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

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

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

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

Table 7B: Depth and Breadth of Offered Solutions

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Olathe is offering 12 OEMs with numerous models in the class 1-3 range. This includes Trucks, Vans, Cutaway, Cab Chassis, suv, sedan, crossovers and hundreds of potential upfit add-ons. We can offer anything from a police upfit, command center, crane trucks, truck bodies, shelving, accessories, graphics, etc. Additionally, we have countless ways to help support your members from special financing, customizable warranties, fleet management, and prepaid service plans. Olathe believes we truly are the one stop shop for all your members needs regardless of location or specific use case. Some of the models we offer include: Ford • Sedans/Coupes: Mustang (coupe & convertible), Mustang Mach E (EV) • SUVs/Crossovers: Bronco, Bronco Sport, Escape, Explorer, Expedition, Expedition Max, Police Interceptor • Pickups: Ranger (incl. Raptor), Maverick, F 150 (incl. Lightning, Raptor), Super Duty (F 250, F 350, F 450), F-150 Police Responder • Vans: Transit Cargo Van, Transit Passenger Wagon, E Transit Cargo Van Chevrolet (and GMC where applicable) • Sedans/Coupes: Malibu (discontinued late 2024) • Hatchbacks/Wagons: Bolt EV, Bolt EUV • SUVs/Crossovers: Trax, Trailblazer, Equinox, Equinox EV, Blazer, Blazer EV, Traverse, Tahoe, Suburban, Tahoe PPV and SSV, Blazer PPV • Trucks: Colorado, Silverado 1500 (incl. ZR2 trim), Silverado PPV, Silverado 2500 HD, 3500 HD, Silverado EV (including LT trim) Car and Driver gm.com • Vans: Express, BrightDrop EV van Ram/Dodge • Pickups: Ram 1500 (including Ramcharger PHEV, REV EV), 2500, 3500, with various trims (Rebel, Warlock, Power Wagon, etc.) • Chassis Cabs/SUVs - Durango PPV Jeep • SUVs/Crossovers: Wrangler (incl. 4xe), Gladiator (pickup), Grand Cherokee (incl. 4xe), Grand Cherokee L, Wagoneer, Grand Wagoneer (incl. 4xe), Wagoneer S (EV), Recon (EV) • Upcoming Models: New electric Recon, electric or PHEV Compass (future), Cherokees and others being revived Mercedes-Benz • Sedans: A Class, C Class, CLA, E Class, S Class • EV Sedans: EQE, EQS • Wagons: C Class, CLA, E Class • SUVs/Crossovers: GLA, GLB, GLC, GLE, GLS, G Class; EV variants: EQA, EQB, EQE SUV, EQS SUV Hyundai • EVs: Ioniq 5, Ioniq 5 N, Ioniq 6, Ioniq 9

		• SUVs/Crossovers: Tucson (ICE/HEV/PHEV), Santa Fe, Palisade, Kona (ICE/Electric), Venue • Sedans: Elantra (ICE/HEV), Elantra N, Sonata (ICE/HEV/N Line) • Other: NEXO (hydrogen fuel cell SUV), Santa Cruz (pickup crossover) Chrysler • Minivans: Pacifica, Voyager • Upcoming: Halcyon-inspired electric sedan (concept/future), refreshed Pacifica (2026), new crossover (future) Please see attached Vehicle Model Offering List and Fleet OEM Warranties attachments. Software Solution addition to vehicle purchases: Olathe Fleet Solutions has been offering Fleet Management Software and Telematics since the major inception of these technologies. We believe that offering these solutions to fleets at the time of vehicle sale helps them to prolong their fleets, develop replacement cycles and helps to manage drivers to increase safety and adherence to what fleets value in their drivers. By integrating technological solutions, we bring additional value to our fleet customers. We believe that providing the highest level of customer service is imperative, which is why we complete all onboarding, integration and assist with setting drivers up with their new technology. Most companies out there leave you on your own to setup your software and we believe that for a customer to get the most out of the technology they are investing in, that we must provide training and integration, along with regular check-ins to ensure the customer is happy and the technology is working for them while their fleet evolves over time. We ensure that when needs change, we evolve with the end-user. Fleet Technology goes hand in hand with all of the other services and products we provide at Olathe Fleet Solutions. In addition to vehicle sales and support, Olathe proudly offers a comprehensive suite of value-added services tailored to meet the needs of fleet customers. These include extended warranty options, customized maintenance plans, used vehicles, certified used vehicles, trade-in assistance and logistics coordination services designed to simplify vehicle delivery and upfitting scheduling. Olathe also places a strong emphasis on customer education by providing guidance on fleet management best practices, procurement strategies, and compliance with regulatory requirements. Our team is committed to helping agencies and organizations make informed decisions that align with their operational goals and budget constraints, ensuring long-term value and dependable performance from their fleets.	
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We are confident we can meet any of your members needs through our overall suite of vehicle offerings. We aren't considering any of our offerings subcategories, as they are all interconnected with the vehicle purchasing process. We want your member to know that regardless of the offerings they choose Olathe is committed to serving their needs with the highest level of customer service and customer experience. Through the term of the contract we may find additional needs for your members that we haven't determined yet and subcategories could organically occur. If Sourcewell prefers for us to breakup the products and services into subcategories, we are happy to collaborate on that for the ease of customer use.	*

Table 7C: Depth and Breadth - Category 1 - All Engine Types

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

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

Line Item	Category or Type	Offered *	Comments
78	Automobiles	☒ Yes ☐ No	All 12 OEMs detailed information are in the attachments for pricing zip folder
79	Sport Utility Vehicles	☒ Yes ☐ No	All 12 OEMs detailed information are in the attachments for pricing zip folder
80	Vans	☒ Yes ☐ No	All 12 OEMs detailed information are in the attachments for pricing zip folder
81	Light Trucks (half ton, three quarter ton, and one ton)	☒ Yes ☐ No	All 12 OEMs detailed information are in the attachments for pricing zip folder
82	Vehicles of the types and classifications in 78-81 above with upfitting designed for Public Safety Applications	☒ Yes ☐ No	Ford, Chevrolet and Dodge have Police Pursuit and Special Service vehicles.
83	Vehicles of the types and classifications in 78-81 above with upfitting designed for ADA and Paratransit Applications	☒ Yes ☐ No	All upfits for ADA and Paratransit vehicles are included in our proposal with their compatible vehicles.
84	Vehicles of the types and classifications in 78-81 above with upfitting designed for Service Body and Utility Bed for Light Truck	☒ Yes ☐ No	All service bodies and utility beds are included and paired with the customers chassis of choice
85	Conventional Internal Combustion models	☒ Yes ☐ No	All 12 OEMs detailed information are in the attachments for pricing zip folder
86	Natural gas, propane autogas, hybrid, or alternative fuel models	☒ Yes ☐ No	All available OEM models are included, along with conversion packages
87	Electric powered models	☒ Yes ☐ No	All available EV models for all 12 OEMs are included.

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

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

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

Line Item	Category or Type	Offered *	Comments
88	Automobiles	☒ Yes ☐ No	All available 12 OEM models are included
89	Sport Utility Vehicles	☒ Yes ☐ No	All available 12 OEM models are included
90	Vans	☒ Yes ☐ No	All available 12 OEM models are included
91	Light Trucks (half ton, three quarter ton, and one ton)	☒ Yes ☐ No	All available 12 OEM models are included
92	Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications	☒ Yes ☐ No	Hybrid and EV options are available from Ford and Chevrolet for Public Safety, along with upfitting
93	Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications	☒ Yes ☐ No	Hybrid and EV models are available for ADA and Paratransit through Ford, RAM and Chrysler. More may come as models are released.
94	Vehicles of the types and classifications in 88-91 above with upfitting designed for Service Body and Utility Bed for Light Truck	☒ Yes ☐ No	Hybrid and EV conversions are available on some OEM platforms - primarily F-250/F-350 and E-350 with service bodies. There are limitations when it comes to mounting with EVs. There are some small service body upfits that can be customized on EV truck chassis and those would be done on a case by case basis based on customer needs and availability.

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

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

- [Pricing](#) - Price Files.zip - Tuesday August 12, 2025 13:28:08
- [Financial Strength and Stability](#) - CONFIDENTIAL - AVAILABLE CREDIT LINE.pdf - Tuesday August 12, 2025 13:28:44
- [Marketing Plan/Samples](#) - Marketing.zip - Tuesday August 12, 2025 13:20:10
- [WMBE/MBE/SBE or Related Certificates](#) - Minority Dealer Letter.pdf - Tuesday August 12, 2025 13:28:36
- [Standard Transaction Document Samples](#) - Transaction Documents.zip - Tuesday August 12, 2025 13:29:53
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Document Uploads.zip - Tuesday August 12, 2025 15:57:00

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. - Sandra Gonzalez, Government Manager, Olathe Ford Sales, Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Tue August 5 2025 09:12 AM	☒	1
Addendum_5_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon August 4 2025 08:59 AM	☒	2
Addendum_4_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 30 2025 08:06 AM	☒	2
Addendum_3_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon July 28 2025 07:50 AM	☒	1
Addendum_2_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Fri July 25 2025 08:11 AM	☒	2
Addendum_1_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 23 2025 04:15 PM	☒	2