

MASTER AGREEMENT #081325 CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories SUPPLIER: Rivian, LLC

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 Rivian, LLC, 14600 Myford Road, Irvine, CA 92606 (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.

- 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

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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 2: Electric Propulsion Systems ONLY 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.
- Indefinite Quantity. This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities, and this Master Agreement does not contain any volume commitments or

- minimum purchase obligations for Supplier or any Participating Entity. The Supplier and any Participating Entity shall have no obligation to purchase or provide any minimum quantity of Included Solutions under this Agreement, unless mutually agreed to in writing.
- 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 that if it provides Included Solutions under this Agreement to a Participating Entity, Supplier shall do so in full compliance with applicable federal, state, and local laws and regulations. However, Supplier is not obligated to accept any purchase order from a Participating Entity, regardless of whether such purchase order is issued under this Master Agreement. All purchase orders submitted by a Participating Entity are subject to Supplier's review and acceptance in is sole discretion based on a variety of factors, including but not limited to, Supplier's production schedule/inventory availability, and Participating Entity's source of funds for purchase of the Included Solutions. Supplier shall have no liability to any Participating Entity for its refusal to accept any purchase order.
- 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) If applicable: 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.
 - DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal ii) program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
 - iii) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- v) CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other

award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- xix) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

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.

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- 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 limited, royalty-free, non-transferable, non-exclusive right and license to use or display Supplier's trademarks in advertising, promotional materials, and informational sites solely for the purpose of marketing and promoting Supplier's participation in Sourcewell's Cooperative Purchasing Program under this 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 solely for the purpose of marketing and promoting 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.
- iii) All goodwill arising from one party's use of the other party's trademark(s) will accrue to the trademark's owner.
- 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

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- 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.

Sourcewell

Signed by:

Jeremy Schwartz

COFD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: ____11/13/2025 | 6:46 PM CST

Rivian, LLC

Signed by:

OM Solomon

AADC4448EDAE44F...

Tom Solomon

Title: VP

Date: ____11/13/2025 | 2:51 PM CST

v052824

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

Vendor Details

Company Name: Rivian LLC

14600 Myford Rd

Address: Irvine , CA 92606

Contact: Steve Moretti

Email: stevemoretti@rivian.com

Phone: 858-245-4181

HST#:

Submission Details

 Created On:
 Monday July 21, 2025 15:11:55

 Submitted On:
 Wednesday August 13, 2025 15:37:04

Submitted By: Steve Moretti

Email: stevemoretti@rivian.com

Transaction #: cf312e07-1c1a-4a5b-8123-45eb1c84099d

Submitter's IP Address: 147.243.244.214

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.	Rivian, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Rivian, LLC (for U.S. based activity/transactions) and Rivian Automotive Canada, Inc. (for Canada based activity/transactions)	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Provide your NAICS code applicable to Solutions proposed.	336110	
6	Proposer Physical Address:	14600 Myford Rd, Irvine, CA 92606	*
7	Proposer website address (or addresses):	www.rivian.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):	Tom Solomon VP B2B Growth & Business Development 14600 Myford Rd, Irvine, CA 92606 tsolomon@rivian.com 313-570-4964	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Moretti Sr. Manager Fleet Sales 14600 Myford Rd, Irvine, CA 92606 stevemoretti@rivian.com 858-245-4181	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Remberto Uzcategui Customer Success Manager 14600 Myford Rd, Irvine, CA 92606 ruzcategui@rivian.com 919-360-0105	*

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.	Rivian was founded in 2009 based on our mission to help decarbonize the atmosphere and Keep the World Adventurous Forever. As an American electric vehicle manufacturer, Rivian designs and builds category-defining EVs and related technology for both consumers and commercial fleets. Our core values of adventure, sustainability, innovation, and customer obsession are embedded in our business model and culture. Rivian has quickly become a leader in the electric vehicle category by introducing groundbreaking vehicles like the R1T pickup, R1S SUV, and our commercial delivery vans. With a vertically integrated approach and dedicated fleet sales and service teams, Rivian is uniquely positioned to serve government, education, and public sector customers with sustainable transportation solutions built for long-term reliability and performance. As of 8/1/2025, Rivian has sold 142,000+vehicles. We have 120 customer facing physical facilities in the United States & Canada (and growing), with 15,000+ dedicated Rivian employees. All of our vehicles are manufactured at our factory in Normal, Illinois and transported to the applicable local facility for our customers to pick up and receive their vehicle. We are also building our second factory outside of Atlanta, Georgia which will support new vehicle models in the coming years. Rivian became a public company in November of 2021, is actively trading on NASDAQ under the ticker symbol "RIVN", and has a current Market Capitalization of \$14+ Billion.	*
12	What are your company's expectations in the event of an award?	In the event of an award, Rivian is fully prepared to dedicate the necessary resources including its existing fleet sales, service, training, and operations teams to ensure successful contract rollout and ongoing support for Participating Entities. We will promote the relationship in multiple ways, support through our sales channels, ensure compliance with Sourcewell requirements, and deliver timely, cost-effective solutions to Sourcewell and your Participating Entities.	*
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.	Rivian Automotive, Inc. (NASDAQ: RIVN) is a publicly traded company with substantial backing from multiple major institutional investors such as Blackrock, UBS, Morgan Stanley, and T Rowe Price; as well as strategic partners such as Amazon. As of our most recent public filings and shareholder updates, Rivian has \$7.5+ billion in cash and cash equivalents, supported by long-term growth investments. We have secured major commercial contracts, including our multi-year partnership with Amazon, and continue to expand our market presence via both vehicle development and facilities. Supporting documentation including our most recent 2024 10-K and audited financial statements, along with our Q2 2025 Shareholder Letter, has been uploaded via the submission portal. Additional information can also be found at https://rivian.com/investors	*
14	What is your US market share for the Solutions that you are proposing?	Rivian is a leader in the electric vehicle market, with a rapidly growing share in both the consumer and commercial electric vehicle sectors. Within the U.S. commercial electric pickup and delivery van category, Rivian is one of the first manufacturers to deliver purpose-built, fully electric platforms at scale. We hold a significant market share of the commercial electric delivery van sector through our strategic partnership with Amazon, while also expanding our presence in fleet and municipal markets. In the light duty, large-size, electric vehicle segment, Rivian's R1 platform has established a strong position as one of the leading electric trucks and SUVs available in the U.S. For most recent annual sales year of 2024, Rivian sales represent 4%+ of battery electric vehicle sales in the United States.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Rivian began selling vehicles publicly in Canada in 2023, and has been expanding our presence in key markets. We are actively selling our R1T pickup and R1S SUV vehicles in those markets now, and plan to launch sales of our Commercial Vans in 2026. For most recent annual sales year of 2024, we estimate Rivian sales represent approx. 1% of battery electric vehicle sales in Canada.	*
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.	N/A - Rivian has never been through a 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?	Rivian Automotive, Inc. owns multiple entities that are specifically structured as a manufacturer and then dealer/retailer of our vehicles, so we would best fit into option "b)" within your question. We maintain dedicated dealer licenses in multiple states/provinces, and we would recommend a Sourcewell agreement with Rivian, LLC (our U.S. dealer entity) and Rivian Automotive Canada, Inc. (our Canadian dealer entity). Along with the 120 Rivian owned and operated customer facing locations (including both our retail/showroom oriented "Spaces" and retail/service/delivery oriented "Service Centers") in North America, and more than 15,000+ Rivian employees, we have multiple strategic relationships with third parties to support nonwarranty service and collision service for our vehicles. We continue to expand and add to our brick and mortar footprint, and expect to have 130+ customer facing locations in North America by the end of 2025, with continued growth to 160+ locations in 2026.	*
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.	Rivian Automotive, Inc. entities hold all necessary federal, state, and local licenses required to manufacture, deliver vehicles, and related services in the United States and Canada where we sell our vehicles and service our customers. This includes all vehicle manufacturer licenses, dealer licenses where required, and service/repair licenses and certifications for our technicians. Our service network (for warranty based service) is fully Rivian-owned and operated, and all technicians are factory-trained and certified to perform maintenance and repairs on Rivian vehicles in compliance with federal safety and environmental standards. We do not rely on third-party subcontractors for warranty based vehicle servicing. For vehicle manufacturing we maintain our primary license in the State of Illinois (location of our factory in Normal, IL). For dealer/retailer purposes we maintain licenses in multiple states/provinces, including a) US: Arizona, California, Colorado, Florida, Hawaii, Idaho, Illinois, Maryland, Massachusetts, Missouri, Nevada, Oregon, Tennessee, Utah, Virginia, and b) Canada: Alberta, British Columbia, Ontario, Quebec. For U.S. based transactions in states where we do not have a dedicated dealer license, we sell vehicles under our State of IL dealer license, and facilitate processes with our customers for them to self-register their vehicle should they prefer self-registration. For all Rivian facility locations (as provided in the Rivian Locations file with the submission documents) we maintain a local business license, and automotive service/repair licenses at our Service Centers	*
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.	N/A - Rivian has not been through a debarments or suspension.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Rivian has been recognized for excellence in safety, innovation, and sustainability: - IIHS TOP SAFETY PICK+: The Rivian R1T and R1S have both been awarded the highest safety rating from the Insurance Institute for Highway Safety (IIHS), reflecting our commitment to engineering vehicles that protect drivers, passengers, and pedestrians. - MotorTrend Truck of the Year: The R1T was the first all-electric pickup to earn this honor, praised for its performance, capability, and design. - U.S. News & World Report, Edmunds, Car and Driver, and The Car Connection: Multiple top choice/recommended vehicle recognition awards for both the R1T and R1S - Newsweek: America's Greatest Companies and World's Greatest Auto Disruptor Executive - TIME 100 Most Influential Companies: Highlighting Rivian's impact on redefining the electric vehicle segment. These awards demonstrate Rivian's dedication to delivering vehicles that meet the highest standards of safety, quality, and innovation.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Including sales/orders received through 8/1/2025, approximately 0.50% of sales have been to government entities. Sales volume to public fleets is ramping following Rivian's recent contract award from the State of California on 2/28/2025, and other government sector specific marketing/procurement responses in progress. We estimate that for calendar year 2025, sales to government entities will reach 1.50% of sales.	*
22	What percentage of your sales are to the education sector in the past three years?	Sales volume in the education sector has been nominal to date. Sales volume in this category is ramping following Rivian's recent contract award from the State of California on 2/28/2025, and other education sector specific marketing/procurement responses in progress.	*

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?	Existing Agreements include: State of California, State of Utah, and Washington D.C Including sales/orders received through 8/1/2025, annual sales volume for 2025 will be over 500 units.	*
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?	Outside of the state/district agreements referenced above, Rivian does not have any direct agreements with state/federal entities, although we are now actively participating in some federal RFP/bid solicitations. In addition, we have established a relationship with U.S. Fleet Source to sell vehicles to the United States Federal GSA.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Contra Costa County Fire Department	Chris Bachman	925-260-6881	*
Palo Alto Police Department	Nick Martinez	650-838-2772	*
San Pasqual Band of Mission Indians	Nicole Estrada	760-651-5135	*
Caltrans (California Department of Transportation)	Nathan Bates	858-922-6561	
Washington DC Department of Transportation	John Thomas	202.213.4170	

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

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

Line Item	Question	Response *	
26	Sales force.	Rivian maintains a dedicated in-house Fleet Sales Department (sales, operations, strategy, marketing, customer success, etc.) focused on serving fleet, municipal, and government customers. Our tactical sales force has both senior level channel leads, and is organized regionally across the North America to ensure localized expertise and support. The dedicated Fleet Sales Department includes 15 full time employees, and we have direct access and established processes with the broader Rivian Commercial Sales Department which includes 850+ local sales and vehicle operations colleagues (that help facilitate Demo Drives, vehicle pick ups by customers, etc), who are based locally at our 120 customer facing Rivian Locations.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Rivian operates under a direct-to-customer model, and thus owns all of our distribution process and locations. As outlined, we currently have 120 customer facing locations in the U.S. and Canada, and continue to launch new facilities regularly, with plans to be at 130+ locations by end of 2025, and 160+ locations by end of 2026. These facilities are staffed by Rivian employees in multiple functional areas dedicated to Sales/Vehicle Operations and Service. Rivian does not utilize third-party dealers, distributors, or resellers. All vehicles are sold and provided to customers by Rivian employees. At time of customer pick up, Rivian employees provide a thorough walk through, and training, of the vehicle with the customer. For unique circumstances, Rivian does have the ability to help introduce/facilitate upfitting solutions (Rivian's Preferred Upfit Partner program is actively growing and currently includes Bush Specialty, EV Sportline, Holman, LEGEND, Ranger, and Sortimo), unique process steps (i.e. government customer required pre-inspection), and/or facilitate delivery of units to a customer defined location, on a case by case basis.	*

28	Service force.	Rivian owns and operates physical Service Centers across the US & Canada along with a growing fleet of Mobile Service vehicles. In our current growth stage, we continue to launch new physical locations and increase the size of our Service organization, throughout North America. Rivian's four-pronged approach to service consists of: - Over-the-Air updates (OTAs) & Remote Diagnostics: Remote software updates to continuously improve vehicle performance and features, complimented by our US/Canada based 24/7/365 Service Call Center team. - Physical brick-and-mortar Service Centers: 87 locations today, projected to grow to 100+ by the end of 2025, and 130+ by end of 2026. - Mobile Service fleet: 650+ vehicles across North America. - Specialty service/niche partner networks: Select service partners such as Safelite, Discount Tire, and other authorized providers. Rivian has a dedicated Service organization workforce of 3,750+ Rivian employees (and growing).	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rivian manages the entire ordering process directly with customers through our dedicated commercial sales and operations teams. Orders are placed directly with the Rivian Fleet Sales team, including a dedicated Government/Public sector sales manager to help support their needs. Customer can engage Rivian via multiple methods, including: www.rivian.com/fleet, a customer Fleet Interest form we create for Sourcewell (example included in the submission documents), and/or direct contact with Rivian Fleet Sales personnel. During a initial purchase, a new customer can execute the Rivian Commercial Purchase Agreement, and then simply acquire vehicles in the future via a mutually agreed upon Purchase Order process (using either a Rivian template, or the customers template). All pricing information is completely transparent and detailed in the applicable Purchase Agreement, with no surprise fees/costs. Rivian does not use third-party dealers or distributors; all vehicles are ordered, produced, and delivered by Rivian, ensuring a consistent and quality experience for the customer. This process allows Rivian to provide full visibility from order placement to delivery and ensures alignment with production timelines and customer expectations.	*
30	Demonstrate your ability and experience handling large order volumes for autos through light trucks.	Rivian has extensive experience managing large-scale fleet orders. We have sold and fulfilled 35,000+ electric delivery vans as part of our commercial program and have demonstrated the ability to coordinate production, logistics, and delivery for high-volume orders across the United States. Our dedicated commercial operations team, combined with our centralized manufacturing and distribution infrastructure, allows us to manage large light truck and SUV orders while maintaining consistent quality and timely delivery. For example, within the Rivian Fleet Sales department we manage our relationship and sell our vehicles to our largest fleet customer Amazon. As of 8/1/25, Amazon has 35,000+ Rivian Commercial Vans in operation for their logistics needs, nationwide, which we believe is the largest aggregated fleet of EV vehicles in commercial operation. Every month, the Rivian Fleet Sales department manages the ordering and delivery of hundreds of vehicles to our customers.	*
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.	Rivian's customer service program is designed for quick response and minimal downtime: - Customers can initiate service requests directly via our central call center, which is staffed by Rivian employees in the U.S. and Canada (as applicable based on customer location), 24 hours a day, 7 days a week, 365 days a year. Our service team is highly trained to facilitate and triage customer needs, and leverage multiple options/tools to support our customers. Remote diagnostics allow our team to identify and address many issues without requiring a physical visit, in some cases, real time over the phone, with the customer. - For in-person repairs, we utilize our expanding network of 87 (and growing) Service Centers across the U.S. and Canada. Via our physical Service Centers, we also leverage our growing internal fleet of 650+ Mobile Service vehicles (based out of our Service Centers and support a surrounding radius) capable of resolving many issues at the customer's location. - For Roadside Assistance needs, we have a multi-year relationship with Agero, one of the largest providers of assistance in the U.S./Canada and also used by many top insurance companies and other OEM's. - We have a growing network of Rivian trained and authorized third party service providers for (non warranty) niche/speciality services, such as glass, tires and collision (network search readily available online at https://rivian.com/support/article/certified-collision-centers). - For fleet customers interested in executing service/maintenance on their Rivian vehicles, we have a robust Service Portal that facilitates access to Rivian parts ordering, vehicle training, diagnostic tools, and service/maintenance guides. - Finally, once a customer purchases vehicles from the Rivian Fleet Sales department, we have a dedicated Fleet Customer Success team to help fleet customers optimize their ownership account, access support/services, and escalate requests if needed.	*

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.	Rivian has agreements in place with a growing number of fleets nationwide, both public and private. Rivian vehicles have been purchased by customers and moved/transported to all states in the continental U.S., multiple provinces of Canada, islands of Hawaii, Alaska, and US Territories like Puerto Rico. For clarity, Rivian recommends that fleet customers purchase for fleet/commercial use primarily within a 200 mile radius of our Service Centers to help ensure appropriate support/maintenance of their vehicles if necessary. As outlined in our Rivian Locations file, there are some states/provinces where we do not have a physical Service Center location, but our multi level Service philosophy helps support/empower fleet customers that may be a unique distance from a Service Center (i.e. Remote Diagnostics, 24/7/365 Call Center, Mobile Service, Parts/Training for Fleet Customers, authorized third party service providers for non-warranty repairs). Our Roadside Assistance policy covers transport for any service/repair associated with a warranty covered cause, within a reasonable radius from a Rivian Service Center. In any scenario where a Rivian vehicle needs support in a geography that does not have a Rivian Service Center, or if the support need is not associated with a warranty covered service/repair, the customer is responsible for bringing/transporting the vehicle to a Rivian Service Center. As we continue to expand our customer facing physical locations throughout the U.S. and Canada, we expect to have 130+ locations by end of 2025, and 160+ locations by end of 2026.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Rivian is committed to supporting Sourcewell participating entities with sustainable electric vehicle solutions. Our direct-to-customer model and dedicated Fleet Sales team provides transparent pricing, streamlined procurement, dedicated/hands-on support, and consistent nationwide service. We have experience working with customers of all sizes/needs, across all major sectors (government, municipality, law enforcement, education, commercial, private, etc.), and are fully prepared to dedicate the resources necessary to deliver and maintain vehicles purchased via a Sourcewell agreement.
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Rivian launched vehicle sales in Canada in 2023. First in Vancouver, then Toronto, Montreal, and Calgary. We continue to invest and grow our efforts in Canada on multiple fronts. In parallel to our participation in this Sourcewell RFP, we are also actively participating in the Government of Canada's annual Standing Offer process, and optimistic that we will join the Standing Offer this September.
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Rivian has physical locations, within driving distance for the vast majority of the population in both the U.S. and Canada. Our internal strategic growth analysis forecasts that we will have a physical Service Center location, within 60 miles, of 85% of our customers by end of 2025 and 89% by end of 2026. As we expand our sales, service, and operations we have dedicated team members identifying strategic geographic locations to help maximize our coverage. Although Rivian's sales/service locations, plus our Mobile Service capabilities covers the majority of U.S. and Canada, there are a few states/provinces where we do not currently have a dedicated brick and mortar facility. On a regular basis, Rivian customers still purchase our vehicles, and then drive to surrounding geographic areas whereas they are supported by our phone based Call Center (with Remote Diagnostics), 650+ Mobile Service fleet, Roadside Assistance if needed, etc. For clarity, per the Rivian Locations file, Rivian does not have a current physical location in the following areas: - US States/Territories: Alabama, Alaska, Delaware, Louisiana, Mississippi, Nebraska, New Hampshire, New Mexico, North Dakota, South Dakota, West Virginia, Wyoming, and American Samoa, Guam, Puerto Rico. - Canadian provinces: Manitoba, New Brunswick, Newfoundland, Nova Scotia, Northwest Territories, Nunavut, Prince Edward Island, Saskatchewan, and Yukon. In geographic areas where we do not have a physical location yet, we often work with our fleet customers to evaluate their specific distance from one of the 87 current Rivian Service Centers, our current Service Center expansion schedule (to 100+Service Center locations by end of 2025, and 130+ by end of 2026), provide education on our remote/mobile service capabilities, access to Rivian parts, and non-warranty third party service/repair partners; so the customer is properly informed on applicable service support following their purchase. For visual reference we have a live map of Service Center locations online (http
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Per the Rivian Locations attachment, Rivian has a Service Center on the island of Oahu in Hawaii but we do not provide physical/mobile service on other islands. We do not currently have Service Centers in Alaska or U.S. Territories, so any purchase of Rivian vehicles by customers in those geographic areas would require the customer to bring/transport vehicles to the closest Rivian Service Center for any physical support needs.

	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.	Since launching Rivian vehicle sales in 2022, we have had multiple sales to government agencies, education entities, and nonprofits; leveraging both Rivian standard/template based process and agreements along with unique procurement and purchase order needs of our customers. We recently were awarded a contract with the State of California DGS in February 2025, which has opened many purchase opportunities for government, education, and nonprofit entities under that contract (Department of Transportation, California Highway Patrol, etc.). One of our long-term non-profit partners in The Nature Conservancy, which has purchased many Rivians across a dozen or more states. We also service numerous other mission aligned environmental non-profits.	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Rivian will honor the terms and conditions of a Sourcewell agreement with any Sourcewell Participating Entities, including non-profits.	*

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.	In the event we are awarded a agreement with Sourcewell, we would leverage multiple awareness and promotion initiative across our digital channels, press, events, and daily interaction with prospective customers. Sourcewell trademark use would be based on approval and tactical mutual agreement of the parties, but initiatives would include: - Press release and corresponding reference on Rivian social media channels (Rivian.com, LinkedIn, etc.) - Integrated reference on the dedicated Fleet area of our website at Rivian.com/Fleet - Use of Sourcewell authorized signage at multiple annual national/local events where Rivian is an exhibitor. In the past 12 months, we have exhibited at major events such as: ACT EXPO, Work Truck Week, Government Fleet Expo, Fleet Forward Tour, etc. - Incorporation of Sourcewell specific positioning, for applicable sectors, within a) our digital/live communications with our inbound leads prospects (which we capture and manage via Salesforce), and b) our communications with outbound prospecting. - Participation in Sourcewell facilitated awareness/marketing opportunities with Participating Entities, including development of a custom Salesforce lead capture page/dedicated Rivian Fleet Sales Manager point of contact. Rivian looks forward to working with Sourcewell to help facilitate the ability for Participating Entities to purchase our vehicles. To that end, we will promote a Sourcewell agreement, as mutually agreed upon by the parties, via multiple methods, including: Sourcewell referred Participating Entities, Rivian.com/Fleet, Rivian Fleet social media, inbound sales inquiries, outbound prospecting outreach, email communications to Rivian Fleet subscribers, and the multiple industry events we attend and exhibit.	*
40	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Via our multiple marketing and awareness activities we use technology and data in multiple ways: - Top of funnel awareness is tracked primarily on Rivian.com via detailed Google Analytics - We prioritize directing all inbound lead capture initiatives into a customized Salesforce ("SF") integration, via multiple methods: online form ingestion posting directly into SF, offline event lead/data capture (then uploaded to SF), and inbound inquiries such as phone/email/referrals (then uploaded to SF - We source outbound/prospect/complimentary data from multiple high quality industry publications and sources (IHS Market, Fleet Industry publications, ZoomInfo, etc.) - All data is structured in SF via a comprehensive/organized structure (Accounts, Leads, Contacts, Opportunities, and Sales) Tactical management of all leads follows a defined state process (In Contact, Demo, Negotiations, Purchase, Delivery, etc.) Our ongoing efforts provide a sophisticated and comprehensive "full funnel" process for engagement, lead management/tracking, and thus sales conversion.	*
41	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We view Sourcewell as a key partner that simplifies procurement for Participating Entities. When Sourcewell entities select Rivian through awareness of our agreement, we will engage them with direct/live communication, detailed vehicle information/pricing/availability, and complete support throughout the entire transactions process. As outlined, all Rivian Fleet Sales department personnel will be fully trained on the Sourcewell agreement, and incorporate into their day to day discussions with applicable prospects/leads. We look forward to partnering with Sourcewell to help Participating Entities source electric vehicles into their fleet through awareness, education, and mutually beneficial initiatives.	*
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.	Yes, customers can place orders through Rivian's online fleet portal at Rivian.com/Fleet, and we can work with Sourcewell to provide a dedicated inbound lead form for Sourcewell to leverage/share with Participating Entities (example Interest Form shared). Upon receipt of an inbound lead inquiry, a member of the Rivian Fleet Sales team will quickly reach out to support and engage the Participating Entity. In the event a customer has a specific procurement system that they use, Rivian also has experience working with customers to help navigate accordingly (Ariba, Coupa, etc.).	*

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.	Rivian provides a comprehensive set of optional solutions to support our fleet customers that want to handle specific aspects of vehicle service/maintenance themselves for non-warranty and preventative maintenance repairs, such as: - Parts: Rivian's online Parts Catalog allows free access to purchase non-structural vehicle parts, featuring VIN lookup, diagrams, and easy online ordering. - Manuals: Rivian's online Service Manuals offer detailed repair information, including procedures and specifications, searchable by model and system. - Diagnostics: Rivian Diagnostic Engine (RiDE) connects off-vehicle clients to on-vehicle systems. Features include access to Diagnostic Trouble Codes, service repair routines, and guided troubleshooting. - Technician Training: On-demand training via the Rivian Learning Network (RLN) for onboarding and training of fleet customers. Topics include vehicle repairs, service portal usage, diagnostic tools, and safety standards. Please note, Manuals/Diagnostics/Technician Training involve annual fees starting at \$2,500 per customer and/or \$500 per user training, as applicable. The Rivian Parts portal does not require fees to access and purchase applicable parts.	*
44	Describe any technological advances that your proposed Solutions offer.	Rivian's sophisticated vehicle technology and software-defined vehicle (SDV) approach is a core part of our strategy, and its value can be understood from several key perspectives: Over-the-Air (OTA) Updates: Unlike traditional cars that are largely static after they leave the factory, Rivian's vehicles receive regular OTA software updates. These updates can add new features, enhance existing ones, and improve performance, making the vehicle "better with age." Integrated Technology: Rivian's custom developed software, hardware, and electrical architecture work seamlessly together. This allows for a cohesive and intuitive user experience across the vehicle's main interface, driver-assistance/safety features. Personalization: The software allows for a personalized experience, with features like driver profiles that save media, climate, and driver-assistance settings. Trip Planning and Charging: The software integrates trip planning with charging information, which helps drivers find reliable chargers and plan their routes with greater confidence. Vehicle Telematics: Rivian has developed partnerships with multiple industry leading fleet management software providers (i.e. Geotab, MotorQ, Standard Fleet, and Samsara) to facilitate detailed vehicle data access for our fleet customers. Industry leading driver safety considerations associated with Advanced Driver Safety Assistance (ADAS) combined with multiple sensors and cameras integrated into the vehicle. Our vehicles are also integrated with multiple third party charging provider data (Tesla, Electrify America, EVGO, etc.) to help optimize trip planning and ease of use.	*
45	Describe any service contract options or extended warranties being offered with your proposal.	N/A - Rivian does not offer any extended service contracts/warranty options at this time, but we do plan to launch in future years.	*
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.	Rivian offers a specific warranty for its commercial vehicles via our "Commercial New Vehicle Limited Warranty Guide" (both U.S. and Canada versions included in our submission documents), which outlines (U.S Mileage based summary): - Comprehensive Warranty: Covers most parts and labor for defects in materials or workmanship for 3 years or 36,000 miles, whichever comes first. - Drivetrain and Battery Pack: 8-year or 100,000-mile limited warranty on both the drivetrain and the battery pack, whichever comes first. This warranty covers key components like the electric motors, gearbox assembly, and the high-voltage battery pack itself. - Corrosion (Perforation): Body panels that rust completely through from the inside out are covered for 5 years with no mileage limitation. - Occupant Active Restraint System: This covers seatbelts and related components for 8 years or 100,000 miles, whichever comes first. - Adjustment Warranty: This covers minor adjustments to correct defects in materials or workmanship for a shorter period of 1 year or 12,000 miles, whichever comes first. It's important to note that these warranty terms are subject to change and specific exclusions or limitations may apply, such as damage from improper use or modifications.	*
47	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Rivian's mission helps drive our comprehensive and ongoing commitment to sustainability, the environment and social performance. Our latest Rivian Impact Goals Update Report (copy included with the submission documents), provides a detailed overview of our multiple initiatives. Some highlights include: - Our factory in Normal, Illinois, which was a repurposed Mitsubishi plant, has been retrofitted with sustainability in mind. It uses energy-efficient lighting and heating systems, advanced water recycling, and comprehensive waste reduction programs. - Tactical transition to renewable energy at Rivian facilities, and our charging networks - We participate in the United Nations Global Compact, following its principles on the environment, human rights, labor, and anti-corruption. - Establishment of the Rivian Foundation based on 1% of the company's equity at time of our IPO - Rivian is also a signatory to the Amazon Climate Pledge	*

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.	Some specific third party ratings/recognition and initiatives tied to our company and vehicles include: - Rivian is a designated and approved California Air Resources Board (CARB) aligned OEM - Our vehicle Life Cycle Assessments are third-party reviewed to ISO 14044 standards, and our vehicles meet the EU End-of-Life Vehicles Directive 2000/53/EC, making at least 85% of materials recyclable Per details in the Rivian Impact Goals Update Report, we are making great progress on reducing the lifecycle carbon footprint of our vehicles vs. our original 2022 R1 products - Forbes 2025 Net Zero Leaders List of Top Eco-Friendly Companies - Corporate Knights 100 Most Sustainable Companies - Fast Company's Most Innovative Companies: Recognized for leadership in electric mobility, charging infrastructure, and sustainable practices.	*
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Rivian is one of the few active, and successful, manufacturer and retailer models within the automotive industry. This unique combination helps us provide: - Completely dedicated to the electric vehicle category, including industry leading EV design, capabilities, and manufacturing processes. - Direct-to-customer sales model, thus no confusion associated with third-party dealers, markups, vehicle availability, etc. - 120 customer facing facilities (and growing) in North America staffed by Rivian employees, plus 650+ vehicles allocated to our Mobile Service fleet to support customers at their locations. - Award winning vehicles engineered for safety, performance, and functionality; with top ratings from IIHS and major automotive publications/experts. - Confidence purchasing from a recognized leader in sustainability/green initiatives, with extensive U.S./Canada scale and on a clear growth trajectory. - Software defined vehicle experiences that allow for detailed telematics, remote diagnostics to help minimize downtime, and ongoing updates to optimize efficiency. - Proven ability to deliver fleet orders of all sizes (including very large volume) quickly and support them nationwide, via dedicated Rivian Fleet Sales Department resources. - Full time employees within Rivian departments/resources that we can leverage dedicated to Sustainability, Renewable Energy and Public Policy; to help our fleet customers navigate their own transition to electric vehicles and green initiatives.	*

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.		C Yes No	N/A	*
51		Minority Business Enterprise (MBE)	C Yes No	N/A	*
52		Women Business Enterprise (WBE)	C Yes ← No	N/A	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ○ No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	∩ Yes ເ No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	C Yes © No	N/A	*
56		Small Business Enterprise (SBE)	C Yes ← No	N/A	*
57		Small Disadvantaged Business (SDB)	C Yes No	N/A	*
58		Women-Owned Small Business (WOSB)	C Yes No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	methods.	Our payment terms/methods include: - For vehicle sales, Rivian accepts ACH, wire transfer, and Certified/Cashier checks. Standard process involves the customer (directly or via finance partner) providing payment within 24 hours prior to pick up appointment. If applicable, Rivian can consider payment terms (i.e. net 15 or net 30) for customers, based on a simple credit evaluation For ongoing vehicle service, Rivian accepts major credit/debit cards from primary networks (I.e. Visa, Mastercard, American Express) and does not charge card specific fees. Rivian can also consider payment terms (i.e. net 15 or net 30) for service customers, based on a simple credit evaluation.

60	Describe any leasing or financing options available for use by educational or governmental entities.	Rivian supports a number of leasing and financing options for our fleet customers, without acting as a intermediary/broker (as a traditional auto dealer may do therefore increasing cost to the end customer. We have multiple formal relationships and established processes with fleet management companies (a "FMC"), and informal relationship with third party lenders. We regularly sell vehicles to our customers via three primary processes: - Customer has funds on hand, or we grant credit terms for customer to provide payment post pick up (I.e. net 15 or net 30). - Customer uses a third party lender to finance the vehicle purchase, usually the customer's primary bank/financial institution, or Rivian maintains a internal database of loan providers (based on customer type, geography, etc.) to help provide guidance to our customer. - Directly, or via Rivian introduction, customer leverages a third party fleet management company that will acquire the Rivian vehicle(s), and then provide a commercial vehicle lease to the customer. Rivian has active FMC relationships with industry leading providers such as Inspiration Mobility, Ryder, Enterprise, Holman, Merchants, Mike Albert, and others in development.	*
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.	Rivian has a standard Commercial Purchase Agreement, and New Vehicle Commercial Warranty that we use for all commercial transactions. A copy of both documents, including both the U.S. and Canada versions, is included in the submission documents.	*
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, for ongoing vehicle service, Rivian accepts major credit/debit cards, such as P-cards, associated with primary networks (l.e. Visa, Mastercard, American Express), and does not charge additional card specific/usage fees.	*
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.	Rivian will provide a 2% discount off the configured Vehicle Price (similar to MSRP in traditional automotive, but not a common term used by Rivian as we are both the manufacturer and dealer of our vehicles) of a customer vehicle for our currently available R1T pickup, R1S SUV, and Rivian Commercial Van vehicles that are actively in production and available for purchase (the "Sourcewell Incentive"). Configured Vehicle Price includes the base configuration of a Rivian vehicle, plus any applicable factory installed options. Current configured Vehicle Price data is provided in the Rivian Vehicle Price Data file included with the submission documents. In addition, current Vehicle Price data is publicly available at all times at www.rivian.com (including both U.S. and Canada version of the website).	*
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.	The pricing discount would be 2% off the configured Vehicle Price (i.e. MSRP).	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Rivian welcomes the opportunity to engage with buyers considering multiple unit purchases. We will consider additional discounts for those Participating Entities considering a purchase of 10 or more vehicles at one time.	*
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.	Outside of the vehicle purchase (including factory installed options), Rivian supports customers with additional needs in multiple ways: - We provide a broad variety of vehicle accessories at time of vehicle purchase, and directly to the customer at any time via the Rivian Gear Shop: https://gearshop.rivian.com/. These accessories can be purchase at any time, at currently public pricing. - If a customer is in need of products/services associated with their Rivian vehicle (such as upfit based solutions/customizations), Rivian has dedicated Upfit Team resources that have established and continue to grow a robust group of preferred Upfit Partners and resources/guides (https://rivian.com/support/upfit) if our customer has a preferred vendor. Current Rivian Upfit Partners include: Bush Specialty Vehicles, EV Sportline, Holman, LEGEND, Ranger, and Sortimo. In the event a customer requests that Rivian operate as the supplier/sole invoice provider for Rivian vehicles, including upfit solutions, we work with the customer on a case by case basis to establish a quote for their consideration	*

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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The configured Vehicle Price includes the vehicle (including the Commercial New Vehicle Limited Warranty), plus any factory installed options. Total purchase price for a Rivian vehicle would = the Vehicle Price - applicable Sourcewell Incentive + applicable Destination Fee (determined by geography and vehicle model) + applicable Document Fee (determined by geographic state/province) + applicable tax/title/tire/registration fees (determined by the geographic location and tax status of the customer). Rivian provides detailed quotes to customers during the vehicle research/evaluation process, and detailed total purchase price with the Purchase Agreement for customer review and approval prior to completing the transaction.	*
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.	The applicable/currency Destination Fee tied to any order covers the cost of Rivian transporting our vehicles from our factory in Normal, IL to a local Rivian Service Center for the customer to pick up. Any scenarios outside of standard pick up process at a Rivian location will be quoted with the customer on a case by case basis. Current Destination Fee is: - R1T or R1S (available in the U.S. and Canada) = \$1,895 USD / \$2,695 CAD - Rivian Commercial Van (available in the U.S.) = \$3,000 USD	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Details as follows for those specific areas. Destination Fees apply and cover the cost of Rivian vehicle transport from our factory to a Rivian Service Center for customer pick up. Any other unique scenarios would be considered/priced on a case by case basis: - Alaska: Rivian has no physical locations in Alaska at this time, so not supported. - Hawaii: 1 Service Center location on Oahu, so deliveries available on that specific island (standard Destination Fees listed in response above). - Canada: 4 Service Center locations in the following areas: Calgary AB, Vancouver BC, Vaughan ON, Montreal, QC (standard Destination Fees listed in response above). - Offshore Delivery: not supported	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Rivian's standard process is transport of vehicles from our factory to a local Rivian Service Center (87 current locations detailed in the Rivian Locations document, with continued launches underway). We then schedule a convenient time for the customer to come to our Service Center for vehicle walkaround/overview and pick up with a trained Rivian Sales colleague. Unique scenarios (delivery to customer location) can be considered on a case by case basis (feasibility, cost to customer, etc.).	*
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.	The integrated nature of Rivian's Fleet Sales activities provide a comprehensive structure for accuracy when executing future sales based on a Sourcewell agreement: - All Rivian Fleet Sales team members will be trained on the pricing details of the Sourcewell agreement - As noted above, we will work with Sourcewell to help properly receive and track inbound inquiries from Participating Entities - Rivian employs a 2 individual process (i.e. Sales Manager and dedicated Deal Desk review) in creating and providing detailed price quotes. - Rivian Fleet Sales leverages 3 dedicated colleagues from our Fleet Fulfillment department to structure vehicle orders/transactions with corresponding pricing details. - Rivian Fleet Sales leverages a dedicated colleague from our Legal Department to review applicable transaction documents prior to execution.	*
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.	Key metrics we would measure would include: - Inbound inquiries from Rivian/Sourcewell mutually agreed upon initiatives. - Applicable tagging of Sourcewell Participating Entities as part of our day to day engagement with prospects/leads that engage Rivian. - Sales activity leveraging the Sourcewell agreement in detail (customer, vehicles purchased, geographic area, etc.). - Customer/ownership satisfaction of Participating Entities that purchase via the Sourcewell agreement.	*

73	Provide a proposed Administration Fee payable to	For purposes of spe
	Sourcewell. The Fee is in consideration for the support	an administrative fee
	and services provided by Sourcewell. The propose an	At time of agreemen
	Administrative Fee will be payable to Sourcewell on all	currently available R
	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	

or purposes of speed and simplicity in reporting, Rivian proposes an administrative fee of \$350 per vehicle to be paid to Sourcewell. At time of agreement launch, those vehicles would include our currently available R1T pickup, R1S SUV, and Rivian Commercial Van.

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.	The pricing details included represent the broadest proposal (geographically and across all current Rivian vehicles available for purchase) that includes a defined discount for any Rivian vehicle we have in production. So, we would describe as better than existing cooperative contracts, state contracts, or agency agreements.	*

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

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

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

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

Line Item	Category Selection *	
75	Category 2: Electric Propulsion Systems ONLY 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.	Rivian will provide multiple, fully electric, vehicle options to Sourcewell Participating Entities during the course of a multi-year agreement including: R1T pickup truck (available now in U.S. and Canada) R1S SUV (available now in U.S. and Canada) Rivian Commercial Van (available now in U.S., and expected launch in Canada in 2026) Upon establishment of a agreement with Sourcewell, we would intend to update our agreement with Sourcewell to add additional Rivian vehicles as they become available: R2 SUV (launching in 2026) R3 Crossover (launching TBD following R2) In addition, as outlined above, Rivian provides comprehensive warranty coverage and service solutions for our vehicles. Vehicle specific details and current Model Year pricing (based on units in stock) associated with the currently available R1T pickup truck, R1S SUV, and Rivian Commercial Van have been included in the submission documents. In the event we are awarded a agreement with Sourcewell, we will continue to provide updated versions of vehicle details as they become available, including addition of future Rivian vehicles (i.e. R2 and R3).
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Electric Vehicles, Truck, SUV, Commercial Van

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	C Yes	
79	Sport Utility Vehicles	C Yes	
80	Vans	C Yes	
81	Light Trucks (half ton, three quarter ton, and one ton)	C Yes	
82	Vehicles of the types and classifications in 78-81 above with upfitting designed for Public Safety Applications	C Yes	
83	Vehicles of the types and classifications in 78-81 above with upfitting designed for ADA and Paratransit Applications	C Yes	
84	Vehicles of the types and classifications in 78-81 above with upfitting designed for Service Body and Utility Bed for Light Truck	C Yes	
85	Conventional Internal Combustion models	C Yes	
86	Natural gas, propane autogas, hybrid, or alternative fuel models	C Yes	
87	Electric powered models	C Yes	

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 electric: Rivian R1T pickup truck and Rivian R1S SUV
89	Sport Utility Vehicles	€ Yes ○ No	All electric: Rivian R1S SUV
90	Vans	€ Yes ○ No	All electric: Rivian Commercial Van
91	Light Trucks (half ton, three quarter ton, and one ton)	€ Yes ○ No	All electric: Rivian R1T pickup truck
92	Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications	€ Yes € No	All electric: Rivian R1T pickup truck, Rivian R1S SUV, and Rivian Commercial Van
93	Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications	C Yes	
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	All electric: Rivian R1T pickup truck

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

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

Documents

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

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

- Pricing Pricing.zip Wednesday August 13, 2025 15:18:01
- Financial Strength and Stability Financial.zip Wednesday August 13, 2025 15:12:41
- Marketing Plan/Samples Marketing Plan.zip Wednesday August 13, 2025 15:06:04
- WMBE/MBE/SBE or Related Certificates Certificate_Rivian CARB Aligned OEM.pdf Wednesday August 13, 2025 15:13:46
- Standard Transaction Document Samples Transaction.zip Wednesday August 13, 2025 15:18:43
- Requested Exceptions Requested Exceptions_Sourcewell_RFP_081325_Master Agreement_2025.08.11.RivianRedlines.docx Wednesday August 13, 2025 15:29:47
- <u>Upload Additional Document</u> Additional Documents.zip Wednesday August 13, 2025 15:15:29

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. Steve Moretti, Sr Manager, Rivian Fleet Sales, Rivian, LLC

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 electric: Rivian R1T pickup truck and Rivian R1S SUV
89	Sport Utility Vehicles	€ Yes ○ No	All electric: Rivian R1S SUV
90	Vans	€ Yes ○ No	All electric: Rivian Commercial Van
91	Light Trucks (half ton, three quarter ton, and one ton)	€ Yes ○ No	All electric: Rivian R1T pickup truck
92	Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications	€ Yes € No	All electric: Rivian R1T pickup truck, Rivian R1S SUV, and Rivian Commercial Van
93	Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications	C Yes	
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	All electric: Rivian R1T pickup truck

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

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

Documents

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

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

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.

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	M	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	M	2