

**MASTER AGREEMENT #081325****CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories****SUPPLIER: PNI, 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 PNI, LLC, 1 TeamQuest Way, Clear Lake, IA 50428 (Supplier).

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

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

**Article 1:
General Terms**

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

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

ensuring sales are with Participating Entities.

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

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

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

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are in compliance with applicable federal, state, and local laws and regulations. For Solutions provided by Supplier in the form of Services to a Participating Entity, *if applicable*, Supplier warrants to Participating Entity that all Services shall be performed in a professional and workmanlike manner; performed by qualified personnel with appropriate skill, training, and experience; and performed in accordance with applicable industry standards and practices. The warranty period for Services shall commence upon completion and acceptance of the Services by the Participating Entity and shall continue for a period of ninety (90) days thereafter. SUPPLIER'S SOLE WARRANTY OBLIGATION TO A PARTICIPATING ENTITY WITH RESPECT TO ANY VEHICLE FURNISHED UNDER THIS AGREEMENT SHALL BE LIMITED EXCLUSIVELY TO THE WARRANTIES PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER ("OEM") OR UPFITTER OF SUCH VEHICLE. SUPPLIER MAKES NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, BEYOND THOSE PROVIDED BY THE OEM.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further

warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

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

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

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with

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

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

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of

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

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

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

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

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

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

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

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations

or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;

- Provide sufficient detail to justify the requested change;
- Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

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

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

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

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

- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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

Article 3: Supplier Obligations to Participating Entities

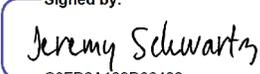
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

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

Sourcewell

PNI, LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/18/2025 | 4:20 PM CST

Signed by:

CDA54F26E0E5420...
By: _____
Angela Pritchard
Title: Chief Operations Officer
Date: 11/18/2025 | 3:44 PM CST

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

Vendor Details

Company Name: PNI Holdco, LLC

Does your company conduct business under any other name? If yes, please state: PNI, LLC; Chrysler of Forest City, LLC; Pritchard Auto Company, LLC; Pritchard Lake Chevrolet, LLC

Address: 1 Teamquest Way
Clear Lake IA, IA 50428

Contact: Jeff Stevens

Email: jeff.stevens@pritchards.com

Phone: 425-389-2242

Fax: 425-389-2242

HST#: 86-3977945

Submission Details

Created On: Thursday July 31, 2025 13:52:23

Submitted On: Wednesday August 13, 2025 16:21:16

Submitted By: Jeff Stevens

Email: jeff.stevens@pritchards.com

Transaction #: 912f7599-764d-4953-81b8-d34d6a1e7f10

Submitter's IP Address: 147.243.180.14

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.	PNI, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	YES
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Pritchards North Iowa, LLC dba PNI, LLC Chrysler Forest City, LLC dba Pritchard's Isuzu Trucks, Pritchard EV Pritchard Auto Company, LLC dba Pritchard Fleet Services Pritchard's of Clear Lake, Inc., dba Pritchard's of Clear Lake Pritchard's Lake Chevrolet, LLC dba Pritchard's Lake Chevrolet Pritchard's Mason City Motors, LLC dba Mason City GMC, Mason City Nissan Pritchard's of Northwood, LLC, dba Pritchard's of Northwood, Forest City Auto Center, Northwood Motor Company
4	Provide your CAGE code or Unique Entity Identifier (SAM):	WRVEBZBLQZK5
5	Provide your NAICS code applicable to Solutions proposed.	336110, 336120, 336211, 336212, 336310, 532120
6	Proposer Physical Address:	1 TeamQuest Way, Clear Lake, IA 50428
7	Proposer website address (or addresses):	https://www.pritchardcommercial.com/ https://www.pritchardco.com/ https://www.pritchardev.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):	Angela Pritchard Chief Operations Officer 1 TeamQuest Way, Clear Lake, IA 50428 angela.pritchard@pritchards.com 612-223-6749
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Jeff Stevens Director of Business Development 1 TeamQuest Way, Clear Lake, IA 50428 jeff.stevens@pritchards.com 425-389-2242
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Cory Thorpe Director of Commercial Sales 1 TeamQuest Way, Clear Lake, IA 50428 cory.thorpe@pritchards.com 641-454-5575

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Pritchard Companies is an award-winning, family-owned and operated National Automotive Enterprise. Established in 1913, they service fleets across America with inventory, a national network, and expansive OEM relationships. Offering a full range of products, from sales of new and used vehicles to aftermarket parts and service, to financing, insurance, telematics, leasing and rentals, they are dedicated to meeting and exceeding customer expectations.</p> <p>Pritchard's serves customers nationwide with nearly 400 employees in over a dozen locations, with plans for continued growth. Business units include 8 automotive dealerships in North Iowa that comprise Pritchard Family Auto Stores. Pritchard Commercial Sales is a Class 1 - 7 truck & cab chassis franchised dealer, providing medium duty & low cab forward products with upfit work-ready equipment. Worldwide Equipment Sales offers towing, transportation and recovery solutions. Supporting businesses include All 4 Leasing and Streetrod Golf Cars. Find out more at www.pritchardco.com.</p>
12	What are your company's expectations in the event of an award?	<p>We anticipate that award of Sourcewell Contract 081325 will result in a strong, mutually beneficial partnership that expands cooperative purchasing opportunities for members nationwide. Specifically, we expect this contract to:</p> <ul style="list-style-type: none"> Drive significant member engagement through competitive pricing, broad product offerings, and seamless delivery. Streamline procurement by reducing acquisition time and administrative burden for members. Enhance fleet solutions by providing a single, reliable source for all vehicles and related upfitting. Support long-term growth through measurable cost savings, operational efficiencies, and service excellence. <p>Benefit to Sourcewell Awarding this contract to Pritchard strengthens Sourcewell's value proposition to its members by delivering a trusted, high-performance supplier with national reach, proven cooperative contracting expertise, and the operational scale to ensure unmatched selection, pricing, and service. This alignment supports Sourcewell's mission of providing members with best-in-class solutions, driving utilization, satisfaction, and sustained contract growth.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>PNI LLC demonstrates robust financial strength and stability, supported by both qualitative and quantitative measures. The company is led by Joe Pritchard, a fourth-generation Pritchard, alongside his children representing the fifth generation. Both Joe and his children are highly respected within the automotive industry, serving on various Ford Motor Company boards and committees. Joe's leadership and contributions have been recognized with induction into the IADA Hall of Fame. This type of longevity and success is the result of disciplined financial management paired with a commitment to best-in-class customer service.</p> <p>From a single dealership in Northern Iowa, we have grown into a multi-location retail dealership group and a nationally recognized commercial fleet and leasing operation, providing logistics, service, and warranty support nationwide. Our workplace culture has earned us recognition as a Top Workplace in Iowa, with confirmation pending for our second consecutive year.</p> <p>In 2021, our financial strength attracted Open Road Capital, a well-capitalized investment firm specializing in the automotive and transportation sectors, to acquire a minority ownership position. Open Road Capital is composed of seasoned auto retail professionals and backed by Bain Capital, a leading global private investment firm.</p> <p>To support continued growth, Pritchard's maintains strong banking relationships with M&T Bank, Ford Motor Credit, Isuzu Finance of America, Mitsubishi HC Capital America, and De Lage Landen Financial Services. Collectively, these lenders provide over \$500 million in available financing, ensuring liquidity and operational flexibility.</p> <p>As part of our partnership with Open Road Capital and Bain Capital, our financial statements are audited annually in compliance with Generally Accepted Accounting Principles (GAAP). Our current auditors, CliftonLarsonAllen, specialize in Automotive Assurance, and each audit has resulted in unqualified opinions with no material misstatements or going concerns.</p> <p>In summary, PNI LLC operates with the highest standards of ethics and accountability —principles recognized not only by our banking and audit partners, but also by the automotive industry at large.</p>

14	What is your US market share for the Solutions that you are proposing?	<p>Dealership performance in the United States is not typically measured by nationwide market share, as vehicle distribution and sales are managed through OEM franchised dealer networks rather than by a unified, dealer-controlled market. However, within the commercial fleet segment—where performance can be more directly compared—Pritchard's is recognized as one of the highest-volume dealers in the country.</p> <p>Specifically, Pritchard's ranks among the top five commercial dealers in volume for Ford Motor Company, General Motors, and Stellantis. These rankings are based on annual national commercial vehicle sales performance as reported within each OEM's dealer network.</p> <p>This standing reflects not only the strength of our relationships with these major manufacturers, but also our proven ability to serve high-volume, multi-location accounts across the United States.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Pritchard's does not currently operate franchised dealer locations in Canada. However, consistent with our approach for brands in which we are not a franchised dealer, we will partner with select, authorized Canadian dealers to source and deliver vehicles to Sourcewell members in Canada. These partnerships will be carefully vetted to ensure compliance with all OEM requirements and Canadian regulations, while maintaining the same high standards of product quality, pricing transparency, and service excellence that Pritchard's delivers in the United States.</p> <p>Canadian Sourcewell members will utilize Pritchard's proprietary ordering and tracking portal, providing the same seamless, fully integrated experience available to U.S. members. Through this portal, Canadian members will be able to place orders, monitor production and delivery status, and communicate directly with the Pritchard's support team—ensuring visibility, efficiency, and accountability at every stage of the process.</p> <p>This coordinated, technology-enabled approach ensures Canadian members benefit from the same proven procurement, tracking, and customer service processes that have made Pritchard's a leader in the U.S. commercial fleet market.</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*
17	<p>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).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Pritchard is an authorized, independent dealer within the franchised dealer networks of Ford Motor Company, Stellantis, Volkswagen, and Nissan. Our authorization to sell, service, and support these brands is established through our formal dealer agreements with each OEM, ensuring full compliance with manufacturer requirements and performance standards. Written confirmation of these dealer authorizations is included in the Authorization Letters section of our proposal.</p> <p>For vehicle brands in which Pritchard is not a directly authorized dealer, our proposal includes partnering with select, vetted franchised dealers who meet the same high standards of quality, compliance, and customer service that Pritchard maintains. All orders fulfilled through these partner dealers will be incorporated into and managed through Pritchard's proprietary ordering and tracking portal, enabling complete visibility, status updates, and centralized management for Sourcewell members from order placement through delivery.</p> <p>This blended approach—leveraging our own OEM-authorized dealerships for core brands and coordinating with trusted authorized dealers for additional brands—ensures Sourcewell members benefit from a comprehensive, compliant, and high-quality fleet solution across all vehicle categories in this RFP.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Pritchard is a fully licensed motor vehicle dealer in the State of Iowa, operating in full compliance with all state and federal regulations governing the sale and delivery of vehicles.</p> <p>In addition to our Iowa dealership operations, Pritchard has extensive experience selling and delivering vehicles to customers nationwide, including government agencies, educational institutions, and nonprofit organizations. Our established logistics network and experienced delivery team ensure that vehicles are transported efficiently, securely, and in compliance with all applicable laws and OEM requirements.</p> <p>This combination of state licensure, regulatory compliance, and proven nationwide sales and delivery capability positions Pritchard to successfully fulfill all requirements of this contract.</p>	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Over the past five years, Pritchard’s and Pritchard’s Commercial—under the leadership of Joe Pritchard—have earned multiple prestigious awards and recognitions that demonstrate our industry leadership, operational excellence, and commitment to both our customers and our team:</p> <p>2022 Business of the Year, Clear Lake Area Chamber of Commerce — Recognizing outstanding business performance, community involvement, and leadership.</p> <p>MAX Digital “Dealership of the Month”, June 2023 — Honoring operational excellence, an expansive multi-brand portfolio, and a customer-first culture.</p> <p>Automotive News “Best Dealerships to Work For”, multi-year recipient — National recognition of a workplace culture built on employee engagement, professional growth, and service excellence.</p> <p>Iowa’s Best Places to Work, 2024 — A statewide award highlighting Pritchard’s commitment to providing a supportive, rewarding, and inclusive workplace for our employees.</p> <p>Ford President’s Award, three-time honoree — Awarded for exceptional customer satisfaction and top-tier performance in sales and service.</p> <p>National Recognition by NADA — Ranked among the top dealers nationally for both sales and service satisfaction, reflecting operational effectiveness and exceptional customer experience.</p> <p>These awards confirm that under Joe Pritchard’s leadership, Pritchard’s and Pritchard’s Commercial consistently deliver superior results, foster a best-in-class workplace, and maintain the highest standards of service.</p>
21	What percentage of your sales are to the governmental sector in the past three years?	<p>Over the past three years, sales to the governmental sector have represented less than 5% of Pritchard’s overall business. While this is a relatively small portion of our total sales volume, we maintain a diverse customer portfolio that includes federal, state, and local government agencies, higher education institutions, non-profits, and a broad range of private-sector commercial clients.</p> <p>This diversification ensures stability across market cycles and allows us to apply best practices learned from multiple industries to our governmental customers—delivering efficient procurement processes, competitive pricing, and high service standards consistent with our work for large commercial fleets.</p>
22	What percentage of your sales are to the education sector in the past three years?	<p>Over the past three years, sales to the governmental sector have represented less than 5% of Pritchard’s overall business. While this is a relatively small portion of our total sales volume, we maintain a diverse customer portfolio that includes federal, state, and local government agencies, higher education institutions, non-profits, and a broad range of private-sector commercial clients.</p> <p>This diversification ensures stability across market cycles and allows us to apply best practices learned from multiple industries to our governmental customers—delivering efficient procurement processes, competitive pricing, and high service standards consistent with our work for large commercial fleets.</p>
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?	<p>While Pritchard’s does not currently hold formal state or cooperative purchasing agreements, we have extensive experience fulfilling large-scale, multi-location vehicle procurement for public sector, education, and non-profit customers across the United States. Our proven track record includes delivering high-volume commercial vehicle solutions for government entities and institutions through competitive bid processes, leveraging our top-five national commercial dealer rankings with Ford, General Motors, and Stellantis.</p> <p>We are fully prepared to apply this expertise to Sourcewell Contract 081325, using our nationwide reach, OEM relationships, and proprietary ordering and tracking portal to deliver consistent value to members. Our operational scale, coupled with strong logistics capabilities and centralized contract management, positions us to drive substantial utilization and member satisfaction.</p> <p>We anticipate that Sourcewell members will benefit from highly competitive pricing, broad vehicle availability, and a streamlined ordering process—creating strong potential for meaningful contract sales volume from the first year forward.</p>

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Pritchard's is actively in the process of applying for a General Services Administration (GSA) contract to expand our ability to serve federal and public-sector customers.</p> <p>Our readiness to execute on such agreements is supported by:</p> <p>Top-five national commercial dealer rankings with Ford, General Motors, and Stellantis.</p> <p>A nationwide logistics network enabling efficient, compliant delivery to multiple locations across the U.S. and Canada.</p> <p>A proprietary ordering and tracking portal that centralizes order placement, production and delivery tracking, compliance documentation, and customer support for all transactions.</p> <p>Proven experience managing complex vehicle specifications, upfitting requirements, and multi-entity deliveries.</p> <p>These capabilities position Pritchard's to seamlessly fulfill and manage GSA or Standing Offers and Supply Arrangements (SOSA) in the future—delivering the same competitive pricing, product availability, and service excellence that have made us a trusted leader in the commercial fleet market.</p>
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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 *
Black Fleet Network	Exavious Farley	(310) 855-2768
Cobb County Georgia - Fleet Management	Al Curtis	(770) 528-1114
University of California - San Diego	Jaegan Ayoub (858) 534-8848	(858) 534-8848

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.	<p>Pritchard's Commercial operates as a distinct business unit, separate from our retail store operations. Our commercial division is supported by a dedicated sales force consisting of 12 National Account Managers (NAMs) and Business Development Managers (BDMs), serving customers nationwide.</p> <p>Each NAM and BDM is paired with a dedicated Internal Sales Consultant, extensively trained in all OEM specification and ordering platforms to ensure accurate, efficient, and compliant vehicle ordering. In addition, every NAM and BDM is supported by a team of Sales Support Specialists who manage day-to-day transactional activities, monitor order progress, and maintain proactive communication with customers.</p> <p>This structured, multi-tiered sales support model enables Pritchard's Commercial to deliver exceptional customer service, streamlined transactions, and expert guidance at every stage of the procurement process. Upon award of this contract, Pritchard's will assign a dedicated and experienced account team to oversee the implementation, ensuring a seamless transition, accelerated ramp-up, and consistent contract compliance from day one. Additionally, this team will proactively engage Sourcewell members to educate them on our products, processes, and the full value Pritchard's will deliver—strengthening adoption, enhancing member experience, and maximizing contract utilization.</p>

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>As noted above, Pritchard’s proposal includes a dedicated National Account Team—comprised of National Account Managers, Inside Sales Consultants, and dedicated Sales Support Specialists. This team will serve as the primary point of contact for Sourcewell members, managing all aspects of the sales process from initial inquiry through delivery.</p> <p>Working in tandem with the proprietary Pritchard Portal, this team will execute all front-line sales activities for Sourcewell members, including product education, specification assistance, quoting, order placement, and status updates. The integration of our experienced personnel with the Pritchard Portal’s real-time tracking, documentation, and communication capabilities ensures a seamless, transparent, and highly responsive experience for all members nationwide.</p>
28	Service force.	<p>All vehicles within our proposal are provided by manufacturers with well-established, independent dealer networks, ensuring robust sales, service, and warranty support nationwide:</p> <p>Ford – Over 2,800 authorized dealerships across the United States, all capable of performing OEM-certified warranty repairs and maintenance. More than 90% of Americans live within 20 miles of a Ford service location.</p> <p>General Motors (GM) – Nearly 4,000 dealerships in all 50 states, each authorized to provide full warranty service, parts replacement, and recall support for Chevrolet, GMC, Buick, and Cadillac vehicles.</p> <p>Stellantis (Chrysler, Dodge, Jeep, Ram, Fiat) – Over 2,600 authorized dealerships nationwide, offering Mopar-certified warranty service, OEM parts, and technical support for all Stellantis brands.</p> <p>These manufacturer-backed networks provide comprehensive coverage for warranty claims, preventive maintenance, and repairs—ensuring Sourcewell members have convenient, local access to certified technicians and genuine OEM parts. By leveraging these established service points, Pritchard’s Commercial delivers not only nationwide product availability but also the confidence of uninterrupted warranty and service support throughout the vehicle lifecycle.</p>

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Pritchard's has developed a proprietary online portal designed to give Sourcewell members complete control over their vehicle procurement journey. This secure, cloud-based platform streamlines every step of the process—from initial specification to delivery—while integrating seamlessly with our sales, support, and logistics teams.</p> <p>Catalog & Configuration The portal features a curated catalog of base model configurations commonly ordered by commercial and fleet customers. For work truck applications, this catalog includes not only the chassis options from the OEM (Ford, General Motors, Stellantis) but also the body configurations from our authorized upfit partners—such as service bodies, flatbeds, box bodies, dump bodies, and specialized vocational equipment.</p> <p>Each base model and body combination includes detailed specifications, pricing transparency, and visual reference tools. Customers can then further customize their chosen vehicle with available OEM options, including powertrain, trim level, paint color, interior finishes, and approved equipment packages, ensuring the final configuration meets their organization's operational requirements and branding. In more complex vehicle upfits, the Pritchard team will coordinate a dedicated session with OEM engineers and upfit partners to ensure specifications are optimized, compliant, and fully aligned with the customer's intended use.</p> <p>Flexible Ordering Options Once configured, customers may: Submit the order directly for immediate processing, or Forward the configuration to Pritchard's for review, validation, and consultation by their assigned National Account Manager, Inside Sales Consultant, or Sales Support Specialist.</p> <p>This dual-path approach allows experienced fleet managers to work quickly and independently, while providing less frequent buyers the opportunity to receive expert assistance before finalizing an order.</p> <p>Integration with OEM & Upfitter Systems The Pritchard Portal is fully integrated with OEM specification and ordering systems for Ford, General Motors, and Stellantis. This direct link eliminates redundancy, ensures order accuracy, and accelerates production scheduling. For vehicles requiring specialized equipment, the portal also interfaces with select upfitter partners, enabling direct selection of upfit options and automated transfer of specifications.</p> <p>Real-Time Tracking & Documentation Once an order is placed, customers can monitor progress in real time—from factory scheduling and production through transportation, upfit, and final delivery. The portal stores all supporting documentation, including purchase orders, build sheets, compliance certifications, warranty registration, and invoices, in a centralized, easy-to-access location.</p> <p>Enhanced Communication & Support Built-in messaging and notification tools connect customers directly with their dedicated Pritchard account team, ensuring prompt responses to questions and proactive updates throughout the procurement process.</p> <p>Security & Accessibility The Pritchard Portal is accessible via desktop and mobile devices, providing secure, role-based access to authorized users. It employs multi-factor authentication, encrypted data transmission, and regular security audits to protect sensitive information.</p> <p>Value to Sourcewell Members By combining advanced technology with the expertise of our dedicated account teams, the Pritchard Portal empowers Sourcewell members to: Reduce procurement cycle times Improve order accuracy Maintain full transparency from configuration to delivery Centralize documentation for compliance and record-keeping Access expert guidance at any point in the process</p> <p>This technology-driven approach ensures that Sourcewell members receive a seamless, efficient, and transparent experience—whether ordering a single unit or managing a large-scale fleet procurement.</p>
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<p>30</p>	<p>Demonstrate your ability and experience handling large order volumes for autos through light trucks.</p>	<p>Pritchard's is widely recognized within the industry for its expertise in managing large, complex, and multi-faceted vehicle orders for national accounts. Several of our customers place annual orders exceeding 1,000 vehicles, often requiring coordination across multiple OEMs, a wide range of models, and diverse body configurations.</p> <p>In many cases, these orders involve delivery to numerous ship-to locations nationwide, each with its own specified body type, upfit requirements, and delivery schedule. Pritchard's excels at aligning production timelines, transportation logistics, and customer-specific requirements—ensuring that every unit arrives configured correctly, on time, and in compliance with the customer's operational needs.</p> <p>This proven capability to execute large-scale, multi-OEM, and multi-configuration orders positions Pritchard's as a trusted partner for Sourcewell members with complex fleet demands.</p>
<p>31</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Pritchard's Commercial delivers a structured, technology-enabled customer service program designed to provide fast response times, proactive communication, and consistent follow-through for all Sourcewell members.</p> <p>Each member is supported by a dedicated account team that manages the full order lifecycle—from specification to delivery—leveraging the Pritchard Portal for real-time updates, document access, and direct communication. This ensures inquiries are handled promptly and orders remain on track without requiring customers to navigate multiple points of contact.</p> <p>Process & Response Commitments Inquiries – Acknowledged within 4 business hours; resolution or status update provided within 1 business day. Order Status – Real-time visibility through the portal; proactive alerts for any changes to production or delivery schedules. Post-Delivery Support – Warranty assistance initiated within 1 business day; expedited coordination with OEM service networks.</p> <p>Vehicle Service After Delivery In addition to standard OEM warranty coverage through Ford, GM, and Stellantis' nationwide dealer networks, Pritchard's Commercial maintains a dedicated post-delivery service support team. This team acts as a single point of accountability for Sourcewell members when local dealer performance falls short of expectations.</p> <p>Operating in real time, this team will: Liaise directly with OEM field service representatives and warranty departments Expedite parts procurement and repairs Identify and authorize alternative service providers when needed Monitor progress and provide proactive updates until resolution is achieved</p> <p>This added layer of support ensures that Sourcewell members experience consistent service quality, minimized downtime, and a clear escalation path—regardless of where their vehicles are located.</p> <p>Performance Monitoring & Incentives Our teams are measured against service-level standards, including response times, order accuracy, and on-time delivery. Meeting or exceeding these standards is tied directly to internal recognition and incentive programs, reinforcing a culture of accountability and member-focused service.</p> <p>Commitment to Sourcewell Members By combining dedicated personnel, integrated technology, and a proactive escalation process, Pritchard's delivers a customer service program capable of supporting both routine orders and complex national fleet rollouts with speed, accuracy, and transparency.</p>

32	<p>Demonstrate in detail your ability to sell, deliver, and support vehicles sold on a master agreement throughout the contiguous United States; as well as sell, deliver, and support vehicles sold on contract in Alaska, Hawaii, US Territories, and Canada.</p>	<p>Pritchard's Commercial has the infrastructure and partnerships necessary to fulfill vehicle sales, delivery, and post-sale support to all 48 contiguous states, Alaska, Hawaii, U.S. Territories, and Canada.</p> <p>For Alaska, Hawaii, and U.S. Territories, we leverage our established relationships with specialized transportation providers to coordinate ocean and intermodal freight. This includes managing port scheduling, and final-mile delivery to member locations. Our logistics team is experienced in sequencing deliveries to meet customer timelines while accounting for the extended lead times and unique transport requirements of these regions.</p> <p>If awarded, we are prepared to engage with authorized Canadian dealers to explore providing Sourcewell members in Canada with the same level of service and support available in the United States. All Canadian transactions would be conducted in accordance with applicable dealer regulations and provincial requirements, ensuring warranty coverage and post-sale support remain compliant with both OEM and Canadian standards.</p> <p>Our commitment is to make the purchasing experience seamless regardless of geography—providing Sourcewell members consistent product availability, on-time delivery, and full service coverage whether they operate in a major U.S. market, a remote territory, or in Canada.</p>	*
33	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>Pritchard's Commercial is fully committed to providing vehicles, related equipment, and support services to all Sourcewell participating entities, regardless of size, location, or order complexity. Our national sales and logistics infrastructure, combined with our proprietary Pritchard Portal, enables us to fulfill orders efficiently and accurately across the contiguous United States, Alaska, Hawaii, U.S. Territories, and, where applicable, Canada.</p> <p>We have a proven track record of delivering both single-unit purchases and large-scale, multi-OEM fleet orders to customers in a wide range of industries and geographies. Our dedicated account teams ensure that each participating entity receives personalized attention, timely communication, and full access to our product catalog, upfit capabilities, and post-delivery support resources.</p> <p>Pritchard's willingness to serve is matched by our operational readiness—we have the personnel, technology, manufacturer relationships, and transportation partners required to execute orders quickly, maintain high quality standards, and support vehicles throughout their service life. Sourcewell members can expect consistent product availability, transparent pricing, and responsive service from day one.</p>	*
34	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>Pritchard's Commercial is open to providing vehicles and related services to Sourcewell participating entities in Canada, subject to compliance with all applicable Canadian dealer regulations and provincial requirements.</p> <p>If awarded, we are prepared to engage with authorized Canadian dealers and OEM partners to explore service models that would allow us to offer Sourcewell members in Canada access to our product catalog, ordering process, and post-delivery support. Any transactions would be conducted through licensed Canadian dealers to ensure warranty coverage is maintained and service is performed in accordance with OEM standards.</p> <p>While our current operational footprint is based in the United States, our logistics capabilities and manufacturer relationships provide a strong foundation for collaborating with Canadian partners to extend a comparable level of service and support to Sourcewell members across Canadian provinces.</p>	*
35	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.</p>	<p>Pritchard's Commercial has the capability and intent to fully serve all geographic areas of the United States—including the 48 contiguous states, Alaska, Hawaii, and U.S. Territories—under the proposed agreement.</p> <p>In Canada, service availability would be contingent upon establishing agreements with authorized Canadian dealers in compliance with applicable provincial and federal dealer regulations. Until such agreements are in place, certain provinces or territories may have limited access to our products and services. Any expansion into these areas would be coordinated in partnership with licensed Canadian dealers to ensure compliance, warranty validity, and service quality.</p>	*

36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Pritchard's Commercial can sell, deliver, and support vehicles in Hawaii, Alaska, and U.S. Territories through specialized transportation partners using ocean and intermodal freight.</p> <p>Additional costs will be incurred for shipping and logistics due to extended transportation requirements beyond the contiguous United States, and these will be clearly itemized in all quotes and order confirmations. Delivery timelines may be longer, depending on vessel schedules, port availability, and final-mile coordination.</p> <p>Some products may not be available in certain states or territories due to regulatory restrictions, OEM distribution policies, or upfit limitations. Our team will advise participating entities of any such restrictions during the quoting process and recommend alternative solutions where possible.</p>	*
37	Describe in detail your history and experience selling vehicles to state and local government agencies, public and private K-12 and higher education, and non-profits.	<p>Pritchard's Commercial has extensive experience supplying vehicles to state and local government agencies, higher education institutions, and non-profit organizations nationwide. We regularly sell directly to local governments and non-profits, providing compliant and cost-effective solutions tailored to each entity's operational needs.</p> <p>Our work includes public works trucks and specialized service bodies—delivered in compliance with public procurement rules, state statutes, and grant-funded purchasing requirements. We are experienced in managing the unique timelines, documentation, and stakeholder coordination common in these sectors.</p> <p>This proven track record, supported by strong OEM relationships, upfit capabilities, and post-delivery service programs, enables Pritchard's to meet the diverse needs of Sourcewell participating entities in government, higher education, and non-profit markets.</p>	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes. Under any awarded master agreement, Pritchard's Commercial will extend its standard payment terms to nonprofit entities. Our standard terms are Net 10 days from delivery.</p> <p>We are also willing to consider extended payment terms beyond our standard for qualified nonprofit entities. Such terms would be evaluated on a case-by-case basis, taking into account the organization's financial standing, order size, and contractual requirements, to ensure both flexibility for the entity and compliance with Pritchard's credit policies.</p>	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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<p>39</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Our marketing strategy for promoting this opportunity is designed to maximize awareness, engagement, and participation across the full range of eligible entities. Leveraging our proven success in similar public-sector agreements, we will employ a multi-channel, targeted approach to ensure that all qualifying organizations are aware of the program's value, procurement advantages, and ease of access.</p> <p>Key Elements of the Strategy Include:</p> <p>Direct Outreach Campaigns – Personalized communications via email, phone, and direct mail to state and local agencies, higher education institutions, and non-profit organizations within the Sourcewell network. Outreach will focus on explaining the program benefits, product availability, and streamlined procurement processes.</p> <p>Digital Marketing & Web Presence – A dedicated landing page within our website will showcase the agreement details, product offerings, pricing advantages, and ordering instructions. This page will be optimized for search engine visibility and accessible from our homepage.</p> <p>Sourcewell Partnership Promotion – Collaborative efforts with Sourcewell's marketing team to publish joint press releases, member spotlights, and featured product content across Sourcewell's communication channels.</p> <p>Trade & Industry Events – Representation at targeted conferences, trade shows, and regional procurement summits to demonstrate products, distribute collateral, and engage directly with procurement officials.</p> <p>Social Media Campaigns – Regularly scheduled posts highlighting the program benefits, case studies, and customer success stories across LinkedIn, Facebook, and other relevant platforms.</p> <p>Representative Materials – Professionally designed brochures, product specification sheets, and case study one-pagers will be prepared to align with Sourcewell branding guidelines. These materials will be uploaded in the designated document section to support the launch and ongoing promotion of this agreement.</p> <p>Through these coordinated efforts, we will ensure maximum visibility and adoption of the awarded agreement, while maintaining a consistent, professional brand message that aligns with Sourcewell's commitment to delivering high-value, competitively awarded contracts to its members.</p>
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<p>40</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>We integrate advanced technology and digital analytics into our marketing strategy to maximize reach, relevance, and measurable results. Key components include:</p> <p>Targeted Digital Advertising – We utilize paid social media campaigns (LinkedIn, Facebook, Instagram) with precise audience targeting based on role, industry, and geography to reach decision-makers within eligible Sourcewell member organizations.</p> <p>Data-Driven Campaign Optimization – Engagement metrics, click-through rates, and conversion tracking are monitored in real-time to refine messaging, creative content, and placement for optimal impact.</p> <p>Metadata and SEO Utilization – We incorporate relevant metadata, structured data, and keyword optimization to ensure contract-related content appears prominently in search engine results for procurement professionals seeking solutions within our product categories.</p> <p>HubSpot CRM-Integrated Marketing – All inbound leads from digital channels are captured, tracked, and segmented in our HubSpot CRM. This integration enables automated follow-up campaigns, personalized messaging based on member needs, and accurate pipeline tracking for all Sourcewell-related opportunities.</p> <p>The Pritchard Portal – Our proprietary online ordering and tracking portal serves as a centralized hub for Sourcewell members, enabling them to view available products and contract pricing in real time and place and manage orders online.</p> <p>This platform integrates seamlessly with HubSpot to ensure a continuous flow of data from marketing engagement through order fulfillment.</p> <p>Performance Dashboards – We maintain interactive dashboards within HubSpot and the Pritchard Portal to consolidate campaign data, member engagement metrics, and order activity, enabling continuous improvement and transparent reporting.</p> <p>Digital Collateral Access – All brochures, product spec sheets, and case studies are available as mobile-friendly downloads and embedded with QR codes to direct members to ordering portals and additional resources.</p> <p>By combining HubSpot-powered lead management, the Pritchard Portal's real-time ordering and tracking capabilities, social media reach, and precise data analytics, we ensure our marketing not only captures attention but also converts interest into measurable Sourcewell contract adoption.</p>	<p>*</p>
<p>41</p>	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>While we will take the lead in driving member outreach, we view Sourcewell as a valuable partner in amplifying awareness and adoption of the awarded agreement. Sourcewell's respected reputation, cooperative purchasing network, and established communication channels create meaningful opportunities to reinforce our efforts.</p> <p>We welcome and encourage Sourcewell's promotion of the agreement in ways that align with its established practices and member engagement strategies. This may include collaborative visibility initiatives, shared communications, and participation in relevant events where our combined presence can further connect with members and strengthen the program's reach.</p>	<p>*</p>

42	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes. Pritchard's Commercial offers full e-procurement functionality through our proprietary Pritchard Portal, a secure, cloud-based platform designed to manage the entire vehicle procurement lifecycle for Sourcewell members.</p> <p>The Pritchard Portal allows participating entities to:</p> <ul style="list-style-type: none"> Browse and configure OEM chassis and authorized upfit body options, including work truck configurations from vetted partners. Customize vehicles with OEM-approved options such as powertrain, trim, paint, and equipment packages. Submit orders directly or forward configurations to their dedicated account team for review. Integrate directly with OEM ordering systems, ensuring accuracy and eliminating redundant data entry. Track orders in real time from factory scheduling through upfit and final delivery. Store and access documentation such as build sheets, purchase orders, compliance certificates, warranty registrations, and invoices. <p>Governmental, higher education, and non-profit customers have used the portal to streamline competitive purchasing, reduce cycle times, and maintain full transparency throughout the ordering process. For more complex projects, the system supports collaborative sessions between the customer, OEM engineers, and upfit partners to ensure specifications are accurate and compliant.</p> <p>The platform's flexibility, integration with our national account teams, and proven performance make it an effective tool for managing both single-unit purchases and large, multi-location fleet deployments.</p>
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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.	<p>Pritchard's Commercial views it as our responsibility to provide detailed product training during the vehicle configuration process for all customers. This training ensures members fully understand the available options, capabilities, and limitations of the vehicles and equipment being purchased so that specifications align with operational needs.</p> <p>If a question or requirement exceeds our in-house expertise, we will engage the appropriate OEM product specialists and/or authorized upfit experts to provide the detailed technical answers and operational guidance required. For complex upfits where extensive training is desired, Pritchard's dedicated team will coordinate with the upfit partner to deliver specialized training—either at the customer's location, at the upfit facility, or virtually—to ensure the end users are fully prepared to operate and maintain the equipment.</p> <p>This approach ensures that Sourcewell members have clear, accurate, and manufacturer-backed information to operate and maintain their vehicles effectively from day one, while also having direct access to the most qualified experts for specialized applications.</p>
44	Describe any technological advances that your proposed Solutions offer.	<p>Pritchard's Commercial leverages advanced technology to streamline and enhance the vehicle procurement process, led by our proprietary Pritchard Portal. This secure, cloud-based system allows Sourcewell members to configure OEM chassis and authorized upfit body options, customize vehicles, submit orders, track progress in real time, and access all related documentation in one centralized location. The portal improves accuracy, shortens procurement timelines, and ensures full visibility from order to delivery.</p> <p>Our team also brings extensive knowledge and expertise in battery electric vehicles (BEVs) and alternative-powered vehicles, including hybrid, plug-in hybrid, and alternative-fuel platforms. We work closely with OEMs and charging infrastructure providers to help members evaluate, specify, and deploy these advanced technologies. This includes advising on vehicle range, charging solutions, duty cycle suitability, and available incentives or grants. In addition, Pritchard's maintains strong relationships with charging equipment providers, infrastructure specialists, and finance partners to support customers transitioning to electric fleets—ensuring coordinated planning, installation, funding strategies, and ongoing support.</p> <p>Through the combination of our technology-enabled ordering and tracking system and our specialized expertise in emerging vehicle technologies, Pritchard's delivers innovative, future-ready fleet solutions that align with Sourcewell members' operational, environmental, and sustainability goals.</p>

45	Describe any service contract options or extended warranties being offered with your proposal.	<p>Pritchard's Commercial will offer all OEM extended warranty programs available for the vehicles included in this contract. These manufacturer-backed programs provide participating entities with flexible coverage terms and mileage options, protecting major components and systems beyond the standard factory warranty.</p> <p>In addition to standard OEM offerings, Pritchard's has negotiated unique extended warranty coverage with Ford and Stellantis for select components where our decades of commercial fleet experience have shown higher-than-average failure rates. This enhanced coverage is specifically designed for the operating conditions and usage patterns common to commercial and government fleets, helping to reduce downtime, manage repair costs, and extend the service life of fleet assets.</p> <p>All extended warranty and service contract options will be fully disclosed during the quoting process, with recommendations tailored to the vehicle application, anticipated duty cycle, and the member's operational priorities. Our account teams will ensure that Sourcewell members have the information and guidance needed to select the most cost-effective and protective coverage for their fleets.</p>	*
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.	<p>All vehicles provided under this contract will include the full standard OEM factory warranty applicable to the specific make and model. These manufacturer-backed warranties cover eligible products, parts, and labor required to correct defects in materials or workmanship during the warranty period, in accordance with the OEM's published terms. Warranty coverage applies nationwide and is honored at any authorized dealer or service center within the manufacturer's network.</p> <p>In addition to standard coverage, all OEM extended warranty programs available for the vehicles offered under this contract will be made available to Sourcewell members. These manufacturer-provided programs can extend coverage for major components and systems, with flexible terms and mileage options. In some cases, OEM extended warranties also include ancillary benefits such as roadside assistance.</p> <p>Administration Dealer-Performed Repairs – All warranty work will be administered and performed by authorized OEM dealers or service centers, ensuring repairs meet factory specifications. Parts & Labor – OEM warranties include both parts and labor for covered repairs, in accordance with the manufacturer's policy. Technician Travel – If an OEM warranty includes mobile service or on-site repairs, associated travel costs are covered under the manufacturer's program. Claims Process – Warranty claims are initiated through an authorized OEM dealer. If a member experiences difficulty obtaining service, Pritchard's dedicated post-delivery service team will coordinate directly with the OEM to facilitate a timely resolution.</p> <p>All warranty coverage—both standard and extended—is provided, supported, and fulfilled by the original equipment manufacturer. Pritchard's role is to ensure that Sourcewell members have a clear understanding of their coverage, help them select the most appropriate options for their needs, and assist in navigating the OEM service process when necessary.</p>	*
47	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Pritchard's Commercial has taken a leadership role in advancing the adoption of zero-emission and low-emission vehicles, demonstrating a long-term commitment to the electric vehicle (EV) market. We actively support Sourcewell members in reducing their environmental impact by providing a full range of battery electric, hybrid, plug-in hybrid, and alternative-fuel vehicles, along with the infrastructure and expertise needed for successful deployment.</p> <p>Our leadership in the EV sector is reflected not only in our strong partnerships with legacy OEMs that have introduced electric and hybrid offerings, but also in our role as a supporting dealer for new OEM entrants in the commercial EV space. This includes manufacturers such as Mullen, REE, Harbinger, Workhorse, and others—allowing us to provide innovative solutions that meet diverse operational needs across vocational segments.</p> <p>We back this product range with deep technical expertise in EV specification, charging infrastructure planning, and lifecycle management. Our team works closely with OEM engineers, charging equipment providers, infrastructure specialists, and finance partners to help members transition smoothly to electric fleets while maintaining operational readiness.</p> <p>Through this combination of broad OEM representation, hands-on EV deployment experience, and customer-focused transition planning, Pritchard's Commercial is well-positioned to help Sourcewell members meet their sustainability goals and accelerate the shift toward cleaner, more efficient transportation solutions.</p>	*
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.	N/A	*

49	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Pritchard's Commercial offers Sourcewell participating entities a comprehensive, nationwide vehicle procurement and support solution built on decades of experience serving both large national fleets and smaller commercial customers. Our scale, flexibility, and proven processes allow us to deliver the same level of attention and expertise regardless of order size or complexity.</p> <p>We provide one of the broadest product portfolios in the industry, representing multiple OEMs across internal combustion, hybrid, battery electric, and alternative-fuel platforms. In addition to our long-standing relationships with legacy manufacturers, we will partner with authorized dealers for brands where we are not the franchise dealer—ensuring the same level of service and customer experience—while leveraging the Pritchard Portal to manage configurations, track orders, and centralize documentation for a consistent and seamless process.</p> <p>Our proprietary Pritchard Portal sets us apart by giving members real-time access to vehicle catalogs, configuration tools, OEM integration, order tracking, and centralized documentation. This technology, combined with our dedicated account teams, enables a seamless procurement process from initial specification through delivery and post-sale support.</p> <p>With a nationwide network of authorized dealers and upfit partners, along with manufacturer-backed warranty programs—including unique extended coverages we have negotiated for high-use commercial components—Pritchard's ensures operational readiness and minimized downtime for every member.</p> <p>Our combination of extensive product choice, deep technical and market expertise, technology-enabled procurement, and strong OEM partnerships makes Pritchard's Commercial uniquely qualified to deliver exceptional value, efficiency, and innovation to Sourcewell participating entities across all sectors.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	<p>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.</p>		<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	N/A
51		Minority Business Enterprise (MBE)	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	N/A
52		Women Business Enterprise (WBE)	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	N/A
53		Disabled-Owned Business Enterprise (DOBE)	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	N/A
54		Veteran-Owned Business Enterprise (VBE)	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	N/A
55		Service-Disabled Veteran-Owned Business (SDVOB)	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	N/A
56		Small Business Enterprise (SBE)	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	N/A
57		Small Disadvantaged Business (SDB)	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	N/A
58		Women-Owned Small Business (WOSB)	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	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	Describe your payment terms and accepted payment methods.	<p>Our standard payment terms are Net 10 days from the date of delivery. This structure ensures that Sourcewell participating entities have the opportunity to receive and inspect goods prior to payment, while supporting efficient cash flow and streamlined fulfillment.</p> <p>For qualified customers, we are willing to consider alternate payment terms to align with budget cycles, procurement policies, or other operational requirements. These arrangements will be reviewed individually and documented within the contract or purchase order.</p> <p>We accept the following payment methods:</p> <p>ACH transfers</p> <p>Wire transfers</p> <p>Checks</p> <p>Vehicle title transfer will commence upon funding, ensuring proper and timely ownership documentation in accordance with state and federal requirements.</p> <p>This combination of prompt payment terms, flexibility for qualified entities, and efficient title transfer procedures ensures a practical, member-focused approach to transactions.</p>
60	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We offer a wide range of financing and leasing solutions to meet the needs of a broad customer base, ensuring flexibility in procurement and budget management.</p> <p>We partner with multiple financial institutions, including OEM captive funding programs, to provide competitive financing options tailored to the specific requirements of Sourcewell participating entities. These relationships allow us to secure favorable rates, flexible terms, and customized structures that align with public-sector purchasing cycles and funding constraints.</p> <p>In addition, our sister company, All Four LLC, operates as a Fleet Management Company and offers comprehensive vehicle leasing programs with customized duration and mileage terms to match each customer's operational and budgetary needs. We also work extensively with other fleet management companies to deliver seamless leasing solutions across the country.</p> <p>By combining diverse financing partners with the in-house leasing expertise of All Four LLC, and leveraging partnerships with leading fleet management providers, we deliver a complete range of acquisition strategies—enabling Sourcewell members to choose the most cost-effective and operationally efficient path for their vehicle and equipment needs.</p>

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>In connection with an awarded agreement, all transactions will require a signed purchase order from the participating entity prior to order acceptance and processing. This ensures mutual agreement on specifications, quantities, pricing, delivery terms, and any other contractually relevant details before work begins or products are shipped.</p> <p>Our standard transaction documents include, but are not limited to:</p> <p>Purchase Orders – Required for all orders to formalize the transaction and authorize fulfillment. Order Forms – Detailing the specific products, configurations, or upfit requirements selected by the participating entity. Standard Terms and Conditions – Governing contractual obligations, warranties, delivery terms, payment terms, and compliance requirements.</p> <p>Template versions of these documents have been uploaded for review and incorporation into the awarded agreement. Where applicable, documents will be customized to reflect Sourcewell contract terms while maintaining compliance with federal, state, and local procurement regulations.</p> <p>This structured documentation process ensures clarity, consistency, and accountability for all parties throughout the transaction lifecycle.</p>	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Pritchards does not accept P-Card payments for vehicle purchases, given the high transaction values involved and the significant fees associated with processing such payments. This approach helps ensure that costs remain as low as possible for Sourcewell participating entities.</p> <p>We can, however, accept P-Card payments for ancillary purchases generally under \$2,000, such as parts, accessories, or minor services. This provides flexibility for smaller transactions while maintaining cost efficiency for larger purchases.</p>	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Pritchard's Commercial will offer Sourcewell participating entities pricing discounted from the OEM invoice price for all vehicles and related equipment included in this contract. In addition to this baseline discount, any and all applicable OEM program discounts—including Government Price Concessions (GPC)—available at the time of offer will be applied. These OEM discounts are controlled by the manufacturer, change periodically, and may vary by region.</p> <p>Beyond the OEM-controlled discounts, Pritchard's will provide an additional discount ranging from 0.5% to 4%, depending on the OEM. While this structure may be modified if the OEM changes its pricing programs, historical trends indicate such changes are infrequent and unlikely to materially affect the additional discount we extend.</p> <p>This pricing model ensures Sourcewell members benefit from:</p> <p>A discount from OEM invoice price</p> <p>All OEM-controlled and applicable program discounts in effect at the time of offer (including GPC)</p> <p>An additional Pritchard's discount of 0.5% to 4% depending on OEM</p> <p>Detailed pricing data, including standard invoice pricing, the Sourcewell discounted price, and any applicable SKUs, will be provided in the pricing materials section of our proposal submission.</p>	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>The pricing proposed in this response reflects a discount that varies by manufacturer, model, and configuration, but generally represents a 15%–40% reduction from MSRP. These discounts are achieved by basing all pricing on Dealer Net cost less all applicable OEM discounts, including fleet incentives, volume purchase programs, and manufacturer-supported special offers.</p> <p>This same discount methodology applies to truck bodies and upfit equipment, ensuring that Sourcewell participating entities receive consistent and competitive pricing across all vehicle and equipment purchases. The exact discount for each item is detailed in the uploaded pricing data, which includes standard/list pricing alongside the corresponding Sourcewell contract price.</p>	*

65	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Our pricing structure is designed to provide the lowest possible cost to all Sourcewell participating entities, regardless of order size. All pricing is based on Dealer Net cost less all applicable OEM discounts, ensuring every member receives the most competitive rate available at the time of purchase.</p> <p>If a specific order qualifies for a deeper discount through an OEM fleet program, promotion, or an upfit partner incentive, the full value of that additional discount will be applied to the net price. This ensures participating entities always benefit from the maximum available savings.</p> <p>This approach guarantees that Sourcewell members consistently receive market-leading pricing, with any supplemental discounts or incentives applied transparently and in full.</p>
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>For “sourced” products or related services—also referred to as “open market” or “non-contracted” items—we propose the following competitive pricing structure:</p> <p>At cost +10% for aggregate purchases under \$1,000</p> <p>At cost +5% for aggregate purchases up to \$10,000</p> <p>At cost +2% for aggregate purchases over \$10,000</p> <p>This tiered approach ensures that Sourcewell participating entities receive fair and transparent pricing, with the most favorable rates applied to larger aggregate purchases.</p> <p>We maintain a seasoned parts team that specializes in sourcing and evaluating products from a wide range of suppliers. When applicable, this team conducts a competitive bidding process to confirm that participating entities are receiving the most competitive market pricing. This process ensures both cost efficiency and adherence to quality and specification requirements.</p> <p>If sourced products are shipped separately from the vehicle, shipping and freight charges will be passed along at cost to the participating entity.</p> <p>Through this structured approach, Sourcewell members benefit from efficient sourcing, competitive rates, and the assurance that every sourced product meets the standards established in the awarded agreement.</p>
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>ChatGPT said: Here’s the revised version with PDI included and clearly stated as being passed along at cost:</p> <p>The pricing submitted with our response does not include tax, title, and licensing (TT&L) fees associated with the vehicle purchase. These costs are imposed by state or local government agencies and vary by jurisdiction.</p> <p>In addition, Pre-Delivery Inspection (PDI) costs are not included in the base pricing and will be passed along at cost to the customer.</p> <p>Pritchard’s offers full TT&L services and will complete these activities on behalf of the customer at a very competitive rate. We will assess a \$415 document administrative fee to perform these services. This fee, along with any applicable taxes, government-imposed charges, and PDI costs, will be clearly itemized on the customer’s quote so that all costs are transparent before order confirmation.</p> <p>This service streamlines the acquisition process, reduces administrative burden for the customer, and ensures that all registration, inspection, and compliance requirements are handled efficiently and accurately.</p>

68	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>All vehicles have a destination fee assessed by the OEM to the dealer. This fee will be identified and passed along at cost to the customer. In most cases, this OEM-assessed destination fee covers delivery to the local dealer of choice as identified by the customer and coordinated by Pritchards. If the customer is identified by the OEM as a drop ship location, Pritchards will coordinate delivery directly to that location.</p> <p>If the customer requires delivery directly to their location, Pritchards will coordinate courtesy delivery through the local dealer or a third-party logistics provider. The fees for courtesy delivery will be passed along at cost +10% to cover incidental charges, such as temporary storage, additional handling, or fuel.</p> <p>For upfit vehicles, many OEMs and upfitters leverage OEM ship-thru programs to streamline the delivery process. Under these programs, vehicles are shipped directly from the OEM manufacturing plant to the designated upfitter, and once the upfit is complete, the vehicle re-enters the OEM logistics network for delivery to the local dealer or designated drop ship location. This process reduces transportation costs, minimizes handling, and accelerates delivery timelines. All associated ship-thru fees will be clearly identified and passed along at cost to the customer.</p> <p>For upfit vehicles that do not or cannot leverage an OEM ship-thru program, Pritchards will coordinate transportation using third-party logistics providers. Pritchards regularly conducts competitive bidding among these providers to ensure customers obtain the most favorable rates available. These deliveries will be arranged to ensure safe and timely arrival, and all associated costs will be passed along at cost to the customer. The third-party logistics provider and associated charges will be clearly identified on the customer's invoice.</p> <p>This approach ensures transparency in all delivery-related costs while providing customers with flexible delivery options—whether to a designated local dealership, an OEM-approved drop ship location, or directly to their facility—while maintaining competitive and fair pricing.</p>	*
69	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Customers in Alaska, Hawaii, and U.S. Territories will receive the same level of transparency in freight, shipping, and delivery charges as all other customers. The only difference is that deliveries to these regions may require additional line items such as ocean freight, customs fees, port handling charges, or other destination-specific costs. All such costs will be clearly identified and passed along at cost to the customer. For Hawaii, U.S. Pacific Territories, and other offshore locations, Pritchards will often work with California-based dealers to take advantage of West Coast port access and optimized shipping schedules.</p> <p>If awarded, we are prepared to engage with authorized Canadian dealers to explore establishing a delivery process that provides Sourcewell members in Canada with the same level of freight, shipping, and delivery transparency available in the United States. All Canadian deliveries would be coordinated in accordance with applicable dealer regulations and provincial requirements, with any additional costs—such as international freight, customs fees, or brokerage charges—clearly identified and passed along at cost to the customer.</p> <p>This approach ensures customers in all these regions benefit from full cost transparency, competitive rates, and coordinated logistics tailored to their location's unique requirements.</p>	*
70	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Our delivery approach is designed to provide each customer with the most cost-effective and timely solution available. We leverage a combination of OEM logistics programs, local dealer partnerships, and competitively bid third-party logistics providers to match the optimal delivery method to each order's requirements.</p> <p>By evaluating all available options for cost, efficiency, and timing, we ensure that every customer receives their vehicles or equipment through the most economical and expedient channel without compromising quality or reliability.</p>	*

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.	<p>Pritchards has a built-in quality and audit check to ensure customers consistently receive the proper pricing. Under this process, the Sales Representative is responsible for pricing each unit in accordance with the Sourcewell agreement.</p> <p>Once pricing is established, a Sales Support Specialist independently reviews and verifies the costing to ensure accuracy and compliance with the agreed-upon pricing structure. This dual-level review helps prevent errors, ensures pricing integrity, and maintains transparency for the customer.</p> <p>In addition to the transaction-level review, Pritchards will conduct a quarterly review of all sales made under this agreement. This review will serve as an additional check to confirm that all transactions comply with the pricing commitments and terms of the agreement, providing an extra layer of assurance for both the customer and Sourcewell.</p>	*
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.	<p>If awarded an agreement, Pritchards will track a variety of internal metrics to evaluate performance and measure the success of the Sourcewell partnership. These metrics will be tracked in a manner consistent with our proven process for other customers, ensuring accuracy, comparability, and actionable insights. Key examples include:</p> <p>Sales Volume and Revenue – Monitoring total units sold and revenue generated under the agreement to assess adoption and growth trends.</p> <p>Customer Participation – Tracking the number of new and repeat customers utilizing the agreement, segmented by entity type and geographic region.</p> <p>Pricing Compliance – Measuring adherence to the agreed-upon pricing structure through our built-in audit process and quarterly sales reviews.</p> <p>Order Fulfillment Timelines – Tracking delivery performance by measuring the time from the promised delivery date to the actual delivery date.</p> <p>Customer Satisfaction Feedback – Collecting and reviewing post-sale feedback to identify strengths, address concerns, and enhance service delivery.</p> <p>By monitoring these metrics with the same disciplined approach we use for our broader customer base, we can ensure the agreement delivers measurable value, meets Sourcewell’s objectives, and supports continuous improvement in our operations.</p>	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>Pritchard’s proposes an Administration Fee of 1%, calculated on the invoice price less the destination fee, payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement.</p> <p>This fee is within the standard 1–2% range typically associated with Sourcewell agreements. Given the high average cost per unit in our industry, we believe this rate provides fair compensation to Sourcewell while keeping costs competitive for participating members.</p> <p>Based on the projected contract volume as stated in the RFP, this 1% fee is expected to yield over \$4 million annually to Sourcewell, while ensuring that participating members retain the maximum value from their purchases.</p>	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pritchards is committed to providing Sourcewell members with the lowest possible cost for any product purchased through this contract

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

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

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

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

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

Table 7B: Depth and Breadth of Offered Solutions

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Pritchard's Commercial is proposing a comprehensive portfolio of new vehicles, upfit equipment, and related services, with pricing based on a discounted OEM invoice model. Our current price files include only those products for which we hold active OEM dealer agreements, ensuring full compliance with manufacturer requirements and accurate, transparent pricing.</p> <p>With Sourcewell's approval, we are prepared to expand the offering to include additional OEMs beyond our existing dealer agreements. In doing so, we will partner with authorized dealers for those brands and maintain the same level of pricing transparency and procurement process consistency provided for our current OEM relationships. This approach will allow Sourcewell members to benefit from an even broader selection of vehicles while retaining the same high level of service, order visibility, and cost clarity.</p>
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Within this RFP category, Pritchard's Commercial proposes the following subcategories to best describe our products and services:</p> <p>Passenger Vehicles – Sedans, hatchbacks, and crossover SUVs for general fleet use.</p> <p>Light-Duty Trucks & Vans – Pickups, cargo vans, and passenger vans up to 14,000 lbs. GVWR.</p> <p>Medium-Duty & Heavy-Duty Trucks – Chassis cabs, box trucks, vocational trucks, and other vehicles above 14,000 lbs. GVWR.</p> <p>Specialty & Vocational Vehicles – OEM chassis with installed service bodies, dump bodies, utility bodies, flatbeds, and other industry-specific configurations.</p> <p>Alternative Fuel & Electrified Vehicles – Battery electric, hybrid, plug-in hybrid, propane, and compressed natural gas (CNG) vehicles.</p> <p>Upfit Equipment & Accessories – Authorized body installations, equipment packages, and OEM-approved accessories.</p> <p>Fleet Support Services – Logistics coordination, titling and registration services, warranty administration, and operator/product training.</p>

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

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

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

Line Item	Category or Type	Offered *	Comments
78	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	
79	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	
80	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	
81	Light Trucks (half ton, three quarter ton, and one ton)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
82	Vehicles of the types and classifications in 78-81 above with upfitting designed for Public Safety Applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	
83	Vehicles of the types and classifications in 78-81 above with upfitting designed for ADA and Paratransit Applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	
84	Vehicles of the types and classifications in 78-81 above with upfitting designed for Service Body and Utility Bed for Light Truck	<input checked="" type="radio"/> Yes <input type="radio"/> No	
85	Conventional Internal Combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	
86	Natural gas, propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	
87	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	

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

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

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

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

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](#) - PNI_RFP_Pricing_Final.xlsx - Wednesday August 13, 2025 15:59:05
- [Financial Strength and Stability](#) - PNI_RFP081325_Financial.pdf - Wednesday August 13, 2025 15:01:41
- [Marketing Plan/Samples](#) - PNI_RFP081325_Marketing.pdf - Wednesday August 13, 2025 12:51:42
- [WMBE/MBE/SBE or Related Certificates](#) - PNI_RFP081325_Family_Business.pdf - Wednesday August 13, 2025 13:36:50
- [Standard Transaction Document Samples](#) - PNI_RFP081325_Transaction_Docs.pdf - Wednesday August 13, 2025 13:35:55
- [Requested Exceptions](#) - PNI_RFP081325_MSA_Comments.pdf.docx - Wednesday August 13, 2025 13:44:56
- [Upload Additional Document](#) - PNI_RFP081325_Pritchard_Portal.pdf - Wednesday August 13, 2025 14:58:06

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. - Jeff Stevens, Business Development Director, PNI Inc. dba Pritchards Commercial

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

Yes No

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

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

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