

**MASTER AGREEMENT #081325****CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories****SUPPLIER: Hendrick Automotive Group**

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 Hendrick Automotive Group, 6000 Monroe Road, Charlotte, NC 28212 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

ensuring sales are with Participating Entities.

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

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

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

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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



- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay to Sourcewell a flat Administrative Fee of Three Hundred Dollars (\$300.00) per completed transaction to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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

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

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

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

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

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

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

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

### Article 3: Supplier Obligations to Participating Entities

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

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

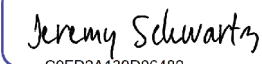
of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include,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

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

081325-HND

Sourcewell

Hendrick Automotive Group

Signed by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

Date: 11/12/2025 | 1:03 PM CST  
\_\_\_\_\_

Signed by:  
  
DC0E36452B8D47A...

By: \_\_\_\_\_  
Joseph Nunn  
Title: Corporate Government Manager

Date: 11/12/2025 | 11:07 AM CST  
\_\_\_\_\_



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

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## Vendor Details

Company Name: Hendrick Automotive Group

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

Address: 6000 Monroe Rd  
Charlotte, North Carolina 28212

Contact: Joseph Nunn

Email: Joseph.Nunn@hendrickauto.com

Phone: 502-264-2877

Fax: 502-264-2877

HST#: 56-1794980

## Submission Details

Created On: Tuesday July 08, 2025 13:01:55

Submitted On: Tuesday August 12, 2025 08:01:10

Submitted By: Joseph Nunn

Email: Joseph.Nunn@hendrickauto.com

Transaction #: 4b83f4b6-ea94-4cdb-ae38-73c079ab2f2b

Submitter's IP Address: 147.243.183.42

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## Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Hendrick Automotive Group	*
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).	Bozard Ford	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	J5Y2NBT7EM27	*
5	Provide your NAICS code applicable to Solutions proposed.	441110	
6	Proposer Physical Address:	6000 Monroe Road Charlotte, North Carolina 28212	*
7	Proposer website address (or addresses):	<a href="https://www.hendrickcars.com">https://www.hendrickcars.com</a> ; <a href="https://www.commercial.hendrickcars.com">https://www.commercial.hendrickcars.com</a>	*
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):	Joseph Nunn, Corporate Government Manager, 6000 Monroe Road Charlotte, North Carolina 28212, Joseph.Nunn@hendrickauto.com, 502-264-2877	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joseph Nunn, Corporate Government Manager, 6000 Monroe Road Charlotte, North Carolina 28212, Joseph.Nunn@hendrickauto.com, 502-264-2877	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Daniel Lord, Corporate Fleet Manager, 6000 Monroe Road Charlotte, North Carolina 28212, Daniel.Lord@hendrickauto.com, 980-470-0250. Ryan Regnier, Market Area Vice President, 3277 Satellite Blvd, Duluth, GA 30096, Ryan.Regnier@HendrickAuto.com, 843-200-0762	*

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

Line Item	Question	Response *
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p><b>Company Overview, Core Values, and Industry Longevity</b>          Founded in 1976 by NASCAR Hall of Famer Rick Hendrick, Hendrick Automotive Group has grown to become the largest privately held automotive dealership groups in the United States. Headquartered in Charlotte, North Carolina, the company operates a national network of more than 130 dealership franchises across the U.S., representing 27 nameplates.</p> <p>Hendrick Automotive Group employs over 11,000 associates, including a team of 1,500 dedicated sales professionals who deliver exceptional customer service across our retail, fleet and government operations. In 2024, the company generated more than \$13 billion in total sales, including over \$112 million in government fleet sales, underscoring our capacity and commitment to supporting large-scale vehicle acquisition programs.</p> <p>With nearly five decades of experience, Hendrick Automotive Group provides a comprehensive suite of services across the full vehicle lifecycle—from acquisition and upfitting to maintenance, resale, and fleet tracking—making us a proven and reliable partner for public sector agencies nationwide.</p> <p><b>Core Values and Business Philosophy</b>          Hendrick Automotive Group's long-term success is built on a customer-focused culture anchored in these core values:</p> <p>Servant Leadership: We lead by prioritizing the needs of our customers, employees, and communities.</p> <p>Integrity and Transparency: We earn trust through honest, ethical practices and clear communication.</p> <p>Performance Excellence: We deliver consistent value, vehicle quality, and expert service.</p> <p>Teamwork and Innovation: We foster collaboration and continually refine our processes to meet evolving customer needs.</p> <p>Customer Commitment: We go beyond the sale to provide end-to-end solutions that simplify and strengthen fleet operations.</p> <p>Our business philosophy centers on offering direct access to manufacturer order banks, eliminating unnecessary fees, and streamlining the procurement process through a single point of contact—allowing government agencies to focus on their mission while we handle the complexity of vehicle sourcing and management.</p> <p><b>Industry Longevity and Relevant Experience</b>          With over 45 years in the automotive industry and more than two decades of experience serving public agencies, Hendrick Automotive Group is uniquely positioned to provide vehicles and solutions under this Sourcewell contract. We support hundreds of state, municipal, and county agencies through various cooperative agreements and have extensive expertise delivering automobiles, SUVs, vans, and light trucks—including units with mission-specific upfitting and accessories.</p> <p>Our government sales experience includes:</p> <p>Public safety and emergency response vehicles</p> <p>Utility and maintenance fleet builds</p> <p>EV and hybrid procurement</p> <p>Lifecycle analysis, resale support, and fleet optimization tools</p> <p>Hendrick Automotive Group continues to be a trusted partner to government entities by providing scalable, cost-effective, and dependable fleet solutions nationwide.</p>
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12	What are your company's expectations in the event of an award?	<p><b>Company Expectations in the Event of an Award</b>  As one of the largest privately held automotive dealership groups in the United States, Hendrick Automotive Group views a Sourcewell contract award as a long-term strategic opportunity. We are committed to leveraging our national footprint, experienced personnel, and cooperative-friendly infrastructure to deliver exceptional value to participating agencies. Our expectations include:</p> <p><b>Direct Engagement with Participating Agencies</b>  We expect the ability to work directly with Sourcewell members through our dedicated government sales team, which includes over 1,500 sales professionals and regional experts with deep experience in public sector fleet needs. Our model ensures responsive service, streamlined communication, and tailored vehicle solutions—no third-party sales or added management fees.</p> <p><b>Utilization of Our Full Dealership Network</b>  We anticipate authorizing select Hendrick locations across our 130+ dealership franchises to fulfill contract orders. This allows us to offer local delivery, maintenance, and support while ensuring consistency in pricing and service nationwide.</p> <p><b>Support for Transparency and Compliance</b>  We maintain a robust internal structure to support all contract requirements, including Salesforce-based sales tracking, Fleetio for service management, and Auto Integrate for maintenance reporting. We expect to align these systems with Sourcewell's administrative and reporting expectations while exceeding performance standards.</p> <p><b>Joint Marketing and Outreach</b>  We are prepared to invest in co-branded marketing initiatives, Sourcewell-focused educational events (such as Georgia Fleet Day), and targeted communications to increase awareness of contract availability. We expect collaboration from Sourcewell in amplifying visibility and promoting usage across the U.S.</p> <p><b>Ongoing Partnership and Growth</b>  We view this contract as a platform for innovation, collaboration, and mutual growth. Hendrick Automotive Group expects open lines of communication with the Sourcewell team to ensure continuous improvement, adaptability, and long-term value delivery.</p> <p>In short, our expectation is to serve as a high-performing, dependable, and cooperative partner—offering Sourcewell members direct access to vehicles, services, and expertise that are traditionally limited to large fleet management companies, but without the complexity or added cost.</p>
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13	<p>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>	<p>Demonstration of Financial Strength and Stability</p> <p>Hendrick Automotive Group is one of the most financially stable and well-capitalized privately held automotive dealership groups in the United States. Founded in 1976, our continued growth over nearly five decades reflects a disciplined, customer-first business model and a long-term commitment to operational excellence.</p> <p>Key Indicators of Financial Strength:</p> <p>Over \$13 Billion in Total Revenue (2024): Hendrick Automotive Group generated more than \$13 billion in vehicle sales, service, and parts revenue in 2024, positioning us as a national leader in automotive retail and fleet support.</p> <p>\$112 Million in State and Local Government Sales (Excludes Federal): Our rapidly growing government division generated over \$112 million in state and local public sector vehicle sales in 2024 alone—not including federal government sales. This figure highlights the scale of our public partnerships and our ability to serve agencies of all sizes under cooperative and direct contracts.</p> <p>Privately Owned, Zero Public Debt: As a privately held company with no public debt or shareholder pressures, Hendrick Automotive Group is free to reinvest in its infrastructure, staff, and systems to support sustained long-term contract execution.</p> <p>Strong Cash Flow and Operational Liquidity: We maintain the financial capacity to purchase, upfit, and deliver vehicles without relying on third-party financing. This allows us to meet urgent fleet needs, even during tight production cycles or constrained market conditions.</p> <p>Diverse Manufacturer Relationships: Hendrick maintains direct franchise agreements with major OEMs—including General Motors, Stellantis, Toyota, and others. These partnerships provide direct access to factory order banks, priority allocations, and incentive programs across 27 nameplates, enabling us to serve Sourcewell members efficiently and cost-effectively.</p> <p>Proven Track Record in Contract Fulfillment: Hendrick has successfully executed large-scale contracts for public agencies across multiple states, delivering vehicles on time and at scale with a 100% fulfillment rate—backed by expert in-house logistics and coordination teams.</p> <p>Substantial Infrastructure and Staffing: With over 11,000 employees, including 1,500 sales professionals across 130+ dealership franchises, we are fully equipped to support Sourcewell's national footprint with localized expertise and dependable service.</p>
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14	What is your US market share for the Solutions that you are proposing?	<p><b>U.S. Market Share for Proposed Solutions</b> Hendrick Automotive Group is the largest privately held and most influential dealership groups in the country, with a commanding presence in the retail and commercial vehicle markets. While exact U.S. market share percentages can vary due to the diversity of OEMs and regional vehicle registration data, Hendrick's size, scope, and production volume place us in a top-tier position nationally for the categories outlined in this Sourcewell RFP.</p> <p><b>Market Position &amp; Scale:</b> Operates more than 130 dealership franchises across the U.S., representing 27 OEM nameplates, including Chevrolet, Ram, Toyota, and others.</p> <p>Delivered over \$13 billion in total sales in 2024, including \$112 million in state and local government sales, not including federal contracts.</p> <p>Among the top 5 automotive groups in the United States, based on total sales volume, vehicle throughput, and OEM partnerships (per Automotive News and manufacturer rankings).</p> <p><b>Market Share Impact by Vehicle Category:</b> Automobiles &amp; SUVs: Hendrick sells over 200,000 passenger vehicles annually across top brands, making us one of the leading dealership groups for public agency sedans and SUVs.</p> <p>Vans: As a certified commercial dealer for multiple OEMs (including GM, Stellantis, and Ford), Hendrick is a top provider of cargo, passenger, and specialty vans for both municipal and fleet customers.</p> <p>Light Trucks: Hendrick ranks among the top national performers in full-size and mid-size truck sales (e.g., Silverado, Ram 1500, F-150), with extensive experience in public safety, utility, and field-use upfits.</p> <p><b>Strategic Advantage:</b> Our scale allows us to secure manufacturer allocations and fulfill orders when smaller dealership groups face production or inventory constraints.</p> <p>Our fleet-focused infrastructure—including a dedicated government sales division, upfit teams, and access to factory order banks—translates into accelerated delivery and consistent availability for high-demand units.</p> <p>Our structure also supports multi-agency, multi-state Sourcewell purchasing activity with consistent pricing, coordinated logistics, and high-volume fulfillment capacity.</p> <p>While Hendrick Automotive Group does not control a fixed U.S. market share percentage due to the fragmented nature of vehicle procurement and manufacturer sales, our national footprint, sales performance, and public-sector capabilities place us among the strongest and most capable providers in the country for the solutions outlined in this RFP.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p><b>Canadian Market Share for Proposed Solutions</b> At this time, Hendrick Automotive Group does not hold an active market share in Canada for the sale or distribution of automobiles, SUVs, vans, or light trucks. Our current operations are focused within the United States, where we maintain over 130 dealership franchises and represent 27 manufacturer nameplates.</p> <p>That said, we view this Sourcewell opportunity as a strategic pathway to explore and potentially expand our presence in Canada. We are fully open to evaluating Canadian market opportunities—either through authorized subsidiaries, cross-border manufacturer alignment, or cooperative partnerships—to better support Sourcewell members with operations or procurement needs in Canada.</p> <p>As one of the largest and most financially stable dealership groups in North America, Hendrick Automotive Group has the infrastructure, resources, and OEM relationships to responsibly scale our support model into new geographies. If awarded, we will work closely with Sourcewell to understand the volume, scope, and regulatory framework for potential Canadian expansion and position ourselves to meet that demand as the contract matures.</p>



16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>Hendrick Automotive Group affirms that neither the company nor any responsible party included in this proposal has been involved in any bankruptcy.</p> <p>Furthermore, Hendrick Automotive Group commits to providing immediate written notice to Sourcewell if it enters into any bankruptcy proceeding at any time during the evaluation or term of this RFP process.</p> <p>As a privately held, financially stable organization with no public debt, Hendrick Automotive Group maintains strong credit standing and long-term financial health to support large-scale cooperative contracts such as this one.</p>	*
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>a) Distributor/Dealer/Reseller Classification and Authorization</p> <p>Hendrick Automotive Group is best described as a distributor/dealer/reseller. We are a company-owned dealership network, not an independent dealer group, and operate under direct franchise agreements with leading OEMs including General Motors, Stellantis, Toyota, and others.</p> <p>We maintain written manufacturer-authorized dealer agreements that provide us with full authorization to sell, service, and upfit new vehicles across 27 nameplates. These agreements allow Hendrick to represent each OEM as an authorized reseller of vehicles, parts, accessories, and approved equipment. Hendrick Automotive Group is fully authorized to act on behalf of these manufacturers in support of government and cooperative purchasing contracts.</p> <p>Unlike dealer networks that are made up of independently owned locations, all participating locations in this proposal are wholly owned and operated by Hendrick Automotive Group, ensuring:</p> <p>Consistent contract compliance</p> <p>Unified pricing and reporting</p> <p>Centralized quality control</p> <p>Scalable service and delivery</p> <p>This structure gives Sourcewell and its members a single-source partner with national reach, a controlled fulfillment model, and accountability across every order—eliminating many of the challenges associated with loosely affiliated dealer networks.</p>	*

18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Licenses and Certifications</p> <p>Hendrick Automotive Group and all affiliated locations proposed under this contract are fully licensed, certified, and authorized to perform the business functions contemplated in this RFP, including the sale, upfit, delivery, and servicing of automobiles, SUVs, vans, and light trucks with related equipment and accessories to public sector agencies.</p> <p>Licenses and Certifications Held:</p> <p>Franchise Dealer Licenses:</p> <p>All Hendrick-owned dealerships hold valid and current state-issued motor vehicle dealer licenses authorizing them to sell new and used vehicles under their respective OEM franchise agreements.</p> <p>Manufacturer Franchise Agreements:</p> <p>Hendrick Automotive Group maintains direct franchise agreements with major OEMs including General Motors, Stellantis, Toyota, and others, authorizing us to order, sell, and service vehicles on their behalf.</p> <p>DOT and DMV Compliance:</p> <p>All dealership locations comply with Department of Motor Vehicles (DMV) and Department of Transportation (DOT) requirements applicable in their respective states, including title processing, registration, VIN verification, and delivery documentation.</p> <p>Business Licenses:</p> <p>Each participating dealership operates under valid city, county, and state business licenses as required by jurisdictional law.</p> <p>Reseller Permits and Tax Certificates:</p> <p>Hendrick dealerships maintain active reseller permits and are compliant with sales tax exemption and reporting rules applicable to government sales.</p> <p>Upfitting and Equipment Certification:</p> <p>Where vehicle upfitting or accessory installation is required (e.g., police, fire, or utility builds), Hendrick partners with certified third-party upfitters and integrators who hold:</p> <p>ASE (Automotive Service Excellence) certifications</p> <p>Any required state or federal safety, compliance, or electrical certifications</p> <p>Environmental and Safety Compliance:</p> <p>Hendrick locations comply with EPA, OSHA, and local environmental and safety standards related to vehicle storage, preparation, service, and disposal.</p> <p>Oversight and Verification:</p> <p>All licenses and certifications are reviewed and renewed on a routine basis. Hendrick Automotive Group also maintains internal compliance protocols to ensure that all subcontractors and third-party partners (e.g., upfitters, transport companies) hold appropriate licenses and insurance before participating in any government-related order fulfillment.</p> <p>Hendrick is committed to maintaining full legal, regulatory, and ethical compliance in all business activities and welcomes any additional documentation requests by Sourcewell or its participating agencies.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Hendrick Automotive Group affirms that neither the company nor any responsible party included in this proposal has been subject to any debarment or suspension proceedings, either currently or at any time.</p> <p>We further certify that no Hendrick-owned dealership or affiliate location participating under this proposal has been debarred, suspended, or otherwise declared ineligible to contract with any local, state, or federal government agency during this time period.</p> <p>Should Hendrick Automotive Group or any proposed responsible party become subject to debarment or suspension at any point during the evaluation or term of this RFP, we will provide written notice to Sourcewell immediately, as required.</p> <p>This statement reflects Hendrick Automotive Group's long-standing record of ethical business practices, legal compliance, and trusted partnerships across hundreds of public sector contracts.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Hendrick Automotive Group has been consistently recognized by the automotive industry and its OEM partners for outstanding performance in customer service, sales excellence, and operational leadership. Over the past five years, we have received numerous national and manufacturer-specific honors that reflect our standing as a top-tier provider of vehicles and fleet solutions.</p> <p>Notable Awards and Recognition: Top 5 Privately Held Automotive Groups in the U.S. Consistently ranked by Automotive News as one of the top five privately held automotive groups in the country based on annual revenue, retail volume, and national footprint.</p> <p>Manufacturer Volume and Performance Awards Hendrick dealerships have received numerous top-tier awards from key OEM partners, including:</p> <p>Toyota President's Award</p> <p>Chevrolet Dealer of the Year</p> <p>Stellantis Customer First Award for Excellence These awards reflect our performance in customer satisfaction, sales volume, service excellence, and operational compliance.</p> <p>JD Power Dealer of Excellence (Select Locations) Several Hendrick dealerships have earned JD Power's Dealer of Excellence designation, which recognizes top-performing dealerships that demonstrate exceptional customer experiences and consistent retail excellence.</p> <p>Environmental Leadership Certifications Hendrick locations have received recognition for environmentally sustainable facility operations, including LEED-certified dealership buildings and energy efficiency awards in multiple states.</p> <p>Commendations from Government Clients In addition to commercial recognition, Hendrick has received written commendations and referrals from municipal and state government clients for contract performance, delivery timeliness, and customer support across various cooperative and direct fleet contracts.</p> <p>These honors reflect the quality, consistency, and reliability that Hendrick Automotive Group brings to every customer interaction—particularly in the government space, where transparency, scale, and trust are essential to long-term success.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Hendrick Automotive Group generated over \$110 million in government sales last year, supporting agencies at the local, county, and state levels. This represents less than 1% of our total annual sales, which exceeded \$13 billion. Our government sales have grown year over year by over 30% for the last three years, reflecting our ongoing investment in this strategic sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Sales to the education sector represent less than 5% of Hendrick Automotive Group's government business, or roughly \$5.5 million over the past three years. While a smaller portion of our public sector sales, this segment continues to grow. For example, our partnership with Florida State University has grown over 200% in the last three years, reflecting the increasing demand for our streamlined procurement process and dedicated government support team.	*
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?	As of July 1st, 2025, Hendrick Automotive Group was awarded the State of Georgia contract for General Motors vehicles. In addition to this, we currently hold active vehicle contracts with the State of South Carolina, the North Carolina Sheriffs' Association, and the Virginia Sheriffs' Association. While the Georgia contract is newly awarded and does not yet have historical sales volume to report, our overall annual government sales—including these existing contracts—exceeds \$112 million. This reflects our proven ability to support large-scale public sector procurement with reliability, transparency, and unmatched regional coverage.	*
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?	Hendrick Automotive Group holds an active armored vehicle contract with the federal government. Due to the nature of this agreement and confidentiality requirements, we are not authorized to disclose annual sales volume or specific contract details.	*

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 *	
Gwinnett County	Michael A. Medina	678-442-3316	*
City of Alpharetta	Sergeant J. Robinson	678-297-6354	*
Florida State University	Angelena Turaville	850-644-9723	*

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>Hendrick Automotive Group has a dedicated government sales division supported by a national network of over 11,000 employees, including more than 1,500 sales professionals across 105+ dealership locations in 13 states. Within this network, we have a specialized government team focused exclusively on supporting public sector clients—state, local, and education (SLED)—with vehicle procurement, contract compliance, and lifecycle fleet solutions.</p> <p>Our government sales force includes account managers, contract specialists, and procurement support staff who work directly with agencies to streamline the buying process, ensure timely delivery, and provide responsive service throughout the life of the vehicle. This team is further supported by in-house legal, marketing, and finance departments to ensure seamless execution under cooperative contracts such as Sourcewell.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Hendrick Automotive Group will deliver solutions through its nationwide network of company-owned dealerships, which includes over 130 franchise locations across 13 states. These dealerships operate under the Hendrick name and are not third-party resellers, ensuring consistency in service, pricing, and contract compliance.</p> <p>Each authorized dealership is staffed with trained professionals who follow standardized procurement and delivery processes. This unified structure allows us to provide:</p> <p>Direct manufacturer relationships across all major automotive brands.</p> <p>Centralized government sales coordination with localized delivery and support.</p> <p>On-site delivery, vehicle upfitting coordination, and post-sale service through Hendrick-owned facilities.</p> <p>Consistent tracking and reporting across locations to ensure transparency and accountability.</p> <p>In addition to our owned dealerships, we may selectively partner with a small number of authorized affiliates when needed to fulfill specific contract requirements, provided they meet Hendrick’s performance, compliance, and financial health standards. Any such affiliate will be clearly disclosed and approved prior to use under this agreement.</p>	*

28	Service force.	<p>Hendrick Automotive Group provides nationwide maintenance and repair support through a robust combination of internal dealership resources, OEM-certified service centers, and expansive third-party networks—ensuring Sourcewell participating entities have access to reliable service wherever their vehicles are located.</p> <p><b>National Service Access</b> Sourcewell members benefit from a flexible, multi-channel service strategy that includes:</p> <p><b>Access to Over 89,000 ASE-Certified Repair Locations</b> Through our partnerships and supplier networks, participating entities can utilize more than 89,000 ASE-certified maintenance and repair facilities nationwide, ensuring dependable access to skilled labor regardless of location or agency size.</p> <p><b>Hendrick Dealership Service Network</b> Our 105 Hendrick Automotive Group locations serve as regional service hubs, staffed with OEM-trained technicians and dedicated fleet service teams. These dealerships offer fast-turn support, warranty processing, and direct communication with our government support staff.</p> <p><b>National Supplier and Fleet Service Network</b> We maintain relationships with national maintenance vendors and parts distributors to supplement service delivery and parts availability across the country, ensuring standardized service levels and predictable turnaround times.</p> <p><b>AutoGuard Program – Centralized Support &amp; Protection</b> Hendrick's AutoGuard Program is designed to enhance the ownership and maintenance experience for fleet customers, including:</p> <p>A dedicated call center for service coordination, roadside assistance, claims processing, and repair authorizations</p> <p>Integrated vehicle protection and extended warranty plans</p> <p>Real-time tracking and support for both scheduled maintenance and unexpected repairs</p> <p><b>Fleet-Focused Responsiveness</b> Our Service Force approach prioritizes uptime and operational readiness by offering:</p> <p>Fast repair approvals and communication</p> <p>Local shop flexibility or direct access to Hendrick locations</p> <p>Consistent coverage across both urban and rural markets</p> <p>With over 89,000 repair options, a responsive call center, and a strong dealership presence, Hendrick Automotive Group delivers one of the most scalable and fleet-ready service programs in the industry—ensuring Sourcewell participants receive timely, reliable, and cost-effective maintenance support coast to coast.</p>
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29	<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>Hendrick Automotive Group offers a centralized and streamlined ordering process tailored specifically for Sourcewell participating entities. Our goal is to make procurement simple, transparent, and efficient for every agency we serve.</p> <p>How It Works Dedicated Point of Contact Every Sourcewell customer is assigned a dedicated government account representative to ensure personalized support, full transparency, and ease of communication throughout the entire process.</p> <p>Order Placement Our Government Ordering Team works directly with each agency to:</p> <p>Place factory orders when custom builds are needed</p> <p>Or pull from our billion-dollar+ on-ground inventory for faster delivery options</p> <p>Quote &amp; Documentation We provide clear, contract-compliant quotes with Sourcewell pricing, specs, and delivery timelines. Hendrick supports digital signatures to streamline the paperwork process and accelerate turnaround time.</p> <p>Processing &amp; Fulfillment Once confirmed, our team handles:</p> <p>Vehicle prep, titling, and delivery logistics</p> <p>Any necessary upfitting or customization</p> <p>Final handoff to the agency or specified drop-off location</p> <p>Proactive Communication Your assigned representative provides ongoing status updates, estimated delivery timelines, and full visibility at every step—ensuring a smooth and predictable experience from order to delivery.</p> <p>Hendrick's process is built for speed, simplicity, and service, backed by our scale, our experienced team, and a strong commitment to Sourcewell's mission of compliant cooperative procurement.</p>
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30	Demonstrate your ability and experience handling large order volumes for autos through light trucks.	<p>Hendrick Automotive Group has extensive experience managing large-scale vehicle orders across the full range of body types—from sedans and SUVs to pickups, service trucks, and light-duty commercial vehicles up to 26,000 Gross Vehicle Weight (GVW). Our Government and Fleet Sales Division is purpose-built to support high-volume, contract-compliant fleet solutions for public-sector agencies.</p> <p>We currently manage multiple accounts that order over 10,000 vehicles annually, including mixed fleets of pursuit-rated units, light trucks, and commercial-use vehicles. Our ability to source both in-stock inventory and manage large-scale factory orders gives us flexibility to meet urgent delivery timelines and multi-phase replacement schedules.</p> <p>Key Capabilities: Dedicated Government Ordering Team Centralized team oversees quoting, compliance, and production management for large-volume contracts</p> <p>OEM Coordination &amp; Allocation Access Strong relationships with major manufacturers (GM, Ford, Toyota, Stellantis, and others) enable priority allocation and production scheduling—including configurations up to 26,000 GVW</p> <p>Fleet-Ready Infrastructure Nationwide access to \$1B+ in vehicle inventory across 105 Hendrick locations supports fast fulfillment and vehicle staging</p> <p>Upfitting &amp; Customization Support Hendrick manages upfits for police, fire, utilities, and specialty-use agencies—including box trucks, service bodies, and platform trucks within the 26,000 GVW threshold</p> <p>Multi-State Title &amp; Delivery Coordination Full-service support for DMV processing, title issuance, and direct delivery across the U.S.</p> <p>Scalable Communication &amp; Tracking Each large-volume account is assigned a dedicated point of contact who provides regular status updates, estimated delivery timelines, and lifecycle planning</p> <p>Hendrick Automotive Group is fully equipped to support fleet orders from 1 to 10,000+ units, including a wide variety of light- and medium-duty vehicles up to 26,000 GVW. Our team, technology, and infrastructure are designed to deliver accuracy, speed, and scalability—ensuring Sourcewell members receive the service excellence they expect at any order volume.</p>
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Hendrick Automotive Group delivers a high-touch, responsive, and accountable customer service program built on the company's founding values and decades of experience supporting government and fleet customers. Our service approach combines centralized oversight, dedicated account management, and nationwide dealership support, ensuring Sourcewell participating entities receive consistent, proactive, and personalized care throughout the vehicle lifecycle.</p> <p>Customer Service Structure &amp; Process Dedicated Account Management Each Sourcewell customer is assigned a dedicated government account representative who serves as their single point of contact for quoting, ordering, updates, and post-sale support. This personalized service model ensures transparency, responsiveness, and accountability at every step.</p> <p>Central Government Support Team Hendrick's internal support team is available by phone and email to assist with:</p> <p>Order status updates</p> <p>VIN/MSO/title documentation</p> <p>Delivery scheduling and coordination</p> <p>Warranty claims and service concerns</p> <p>Escalations, tracking, and customer follow-up</p> <p>AutoGuard Call Center (24/7 Support Option) Participating agencies enrolled in our AutoGuard Program gain access to a dedicated call center that handles:</p> <p>Maintenance scheduling</p>

		<p>Roadside assistance coordination</p> <p>Repair authorizations and warranty claims</p> <p>ASE-certified shop network navigation</p> <p>Response Time Commitments Initial Inquiries: Acknowledged within 1 business day</p> <p>Order Updates: Provided proactively at key order and delivery milestones</p> <p>Issue Resolution: Resolved within 48 hours for most matters; escalations receive immediate priority</p> <p>Service/Repair Scheduling: Coordinated within 24–48 hours through our network of 89,000+ ASE-certified service providers or Hendrick dealerships</p> <p>Customer Service Backed by Hendrick's Founding Core Values At Hendrick Automotive Group, our customer service model is directly aligned with the organization's founding values, which shape every interaction, every process, and every promise we deliver:</p> <p><b>Integrity</b> We operate with transparency, honesty, and professionalism in every customer interaction—especially when resolving complex service needs or contract fulfillment questions.</p> <p><b>Commitment to Customer Enthusiasm</b> Our teams go beyond satisfaction—we aim to create a positive, enthusiastic experience that builds long-term relationships with each Sourcewell participating entity.</p> <p><b>Passion for Winning</b> We are driven to exceed expectations in all service metrics, from response times to delivery quality, ensuring our public-sector clients experience a standard of excellence.</p> <p><b>Accountability at All Levels</b> Every member of our service team, from centralized support to dealership technicians, is held accountable for timely, accurate, and respectful service delivery.</p> <p><b>Servant Leadership</b> We lead with empathy, support, and humility—recognizing that our role is to serve our customers' mission, especially in the public safety and education sectors.</p> <p><b>Commitment to Continuous Improvement</b> We consistently evaluate performance, gather feedback, and invest in training to ensure that our service processes evolve to meet the changing needs of our customers.</p> <p><b>Performance-Driven Culture</b> Hendrick Automotive Group is proud to hold industry-leading CSI (Customer Satisfaction Index) scores across our dealership network. Internally, we recognize and reward high-performing service teams through:</p> <p>Performance-based incentives</p> <p>Internal quality and customer care scorecards</p> <p>Ongoing government-specific training and certification programs</p> <p>Through this values-driven approach, Hendrick delivers not just a service—but a trusted partnership for Sourcewell members, anchored in communication, responsiveness, and operational excellence.</p>	
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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>Hendrick Automotive Group has the infrastructure, experience, and partnerships necessary to sell, deliver, and support vehicles under a master agreement across the contiguous United States, as well as in Alaska, Hawaii, and—with future planning—in Canada, should appropriate pathways and partnerships be established.</p> <p>1. Contiguous United States – Full Coverage Hendrick Automotive Group operates 97 dealership locations across 13 states, supported by a centralized Government &amp; Fleet Sales Division. We actively serve public-sector clients throughout all 48 contiguous states, providing full lifecycle vehicle support from acquisition to post-sale service.</p> <p>Capabilities include:</p> <p>Nationwide quoting and contract support through our dedicated government sales team</p> <p>Access to a \$1B+ vehicle inventory across multiple OEM brands</p> <p>Delivery coordination using in-house and third-party logistics providers</p> <p>Multi-state titling and registration processing</p> <p>Warranty and maintenance support through Hendrick locations and 89,000+ ASE-certified repair facilities</p> <p>Ongoing customer care through our AutoGuard Program and centralized fleet service support</p> <p>2. Alaska and Hawaii Hendrick Automotive Group is fully equipped to support Sourcewell members in Alaska and Hawaii, with logistics, documentation, and service support tailored to each region's needs.</p> <p>Vehicles are shipped via ocean freight, with inland transport support where needed</p> <p>All freight costs are quoted transparently and passed through at cost</p> <p>DMV paperwork, title coordination, and emissions compliance are handled in advance to minimize delivery delays</p> <p>Warranty and service support are facilitated through OEM-authorized repair facilities in each region</p> <p>Our government account team provides proactive updates throughout production, shipment, and delivery</p> <p>3. Canada – Open to Strategic Expansion While Hendrick Automotive Group does not currently operate dealerships in Canada, we are open to forming partnerships with qualified Canadian dealer networks or OEM-supported solutions to serve Sourcewell participants.</p> <p>We are willing to:</p> <p>Explore cross-border compliance options and import regulations</p> <p>Evaluate OEM-authorized fulfillment models for Canadian Sourcewell members</p> <p>Collaborate with Sourcewell and manufacturers to meet demand and develop a scalable, long-term solution</p> <p>Summary Hendrick Automotive Group has a demonstrated ability to fulfill government vehicle contracts nationwide and is prepared to deliver:</p> <p>Reliable sales and delivery coordination across the continental U.S., Alaska, and Hawaii</p> <p>Compliant documentation and proactive communication from order to delivery</p> <p>Scalable after-sale service support through our national network and AutoGuard program</p> <p>A flexible and open approach to supporting Canadian opportunities as they emerge</p> <p>Our infrastructure, expertise, and commitment to public-sector clients make Hendrick a trusted partner for Sourcewell members across all covered regions.</p>
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33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>With 97 dealership locations across 13 states and a centralized government sales division, Hendrick Automotive Group combines the scale of a national dealership network with the service model of a fleet management company. Our operations are built to support government entities at every stage of the vehicle lifecycle—from selection and acquisition to delivery, service, and resale.</p> <p>Key capabilities include:</p> <p>Multi-OEM Inventory Access: Our nationwide footprint and OEM relationships give us priority access to a wide range of vehicle types, including pursuit-rated law enforcement vehicles, trucks, SUVs, and electric vehicles.</p> <p>Centralized Government Sales Team: Our dedicated public-sector team works exclusively with government and education clients. This group ensures contract compliance, document accuracy, and a seamless procurement experience from quote to delivery.</p> <p>Nationwide Title &amp; Registration Support: We have proven ability to process titles and registrations across multiple states and jurisdictions, simplifying fleet acquisitions for agencies regardless of their location.</p> <p>Upfit Coordination: Hendrick partners with certified upfitters to manage emergency, utility, and custom builds—ensuring vehicles are delivered mission-ready and meet the specific operational needs of the entity.</p> <p>Nationwide Logistics &amp; Delivery: We provide turn-key delivery services to participating agencies across the country. We utilize both in-house transport and vetted third-party logistics partners, ensuring vehicles arrive on time and in compliance with all contract terms.</p> <p>Fleet Lifecycle Support: Beyond acquisition, Hendrick provides resale, funding consultation, warranty solutions, and service planning—delivering long-term value beyond the initial purchase.</p> <p>Support for Remote Regions We are prepared to serve Sourcewell members in Hawaii, Alaska, and U.S. Territories, with a clear understanding of the additional logistical planning, extended delivery timelines, and freight coordination required. Hendrick will provide full transparency on costs and timelines while offering the same level of service and support expected within the continental U.S.</p>
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Hendrick Automotive Group is currently structured to serve Sourcewell participating entities throughout the United States and U.S. Territories. While we do not have dealership operations based in Canada, we are open and willing to explore partnerships that would enable us to support Canadian Sourcewell members if the right opportunities arise.</p> <p>Our ability to serve Canadian entities directly is currently limited by:</p> <p>Cross-border regulatory differences</p> <p>OEM distribution restrictions that may prevent U.S. dealers from selling directly into Canada</p> <p>Variations in vehicle compliance standards (e.g., transport regulations, emissions, and safety features)</p> <p>That said, we are committed to the long-term growth and success of the Sourcewell contract and are actively open to exploring collaborations with Canadian dealership networks or manufacturer-supported solutions that could help extend our reach into Canada in a compliant and sustainable manner.</p> <p>Should Sourcewell identify Canadian demand that aligns with Hendrick's product offerings and manufacturer support, we are prepared to evaluate those opportunities and work toward a scalable solution that maintains the quality, compliance, and service standards expected under this agreement.</p>

35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>Hendrick Automotive Group is committed to fully serving Sourcewell participating entities across the United States, including the continental U.S., Hawaii, Alaska, and U.S. Territories( subject to each manufacture consent), with consistent contract-compliant support, vehicle availability, and service coordination.</p> <p>At this time, direct fulfillment in Canada is not currently part of our core operating footprint, due to cross-border regulatory considerations, OEM distribution restrictions, and logistical complexities. However, we are open to exploring opportunities to expand into the Canadian market in collaboration with trusted dealer partners and Sourcewell, should the right strategic opportunities present themselves.</p> <p>Our goal is to help grow and strengthen the Sourcewell program, and we are willing to evaluate regional partnerships or solutions that enable broader support beyond our current geographic footprint.</p>	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Hendrick Automotive Group is committed to serving Sourcewell participating entities in Hawaii, Alaska, and U.S. Territories to the extent that logistics, service accessibility, and cost considerations allow. The following specific conditions may apply:</p> <p><b>Freight and Transportation Costs</b> Deliveries to these regions will incur additional freight-related expenses, including ocean or air transport, inland shipping, and handling fees. These costs will be clearly itemized and passed through at cost, unless otherwise negotiated with the purchasing entity.</p> <p><b>Warranty and Service Coverage</b> All vehicles sold will include the manufacturer's nationwide warranty. However, warranty service availability will depend on the presence of authorized OEM service providers in the requesting region. Hendrick will assist participating entities in locating local service options as needed.</p> <p><b>Timeframe and Delivery Scheduling</b> Due to the added complexity of transporting vehicles to Hawaii, Alaska, and U.S. Territories, delivery timelines may be longer than those for the continental U.S. Estimated timelines will be communicated at the time of order confirmation.</p> <p>We are excited for the opportunity to work with government agencies in Hawaii, Alaska, and the U.S.</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><b>History and Experience Serving State &amp; Local Government, Education, and Nonprofit Entities</b></p> <p>Hendrick Automotive Group has a long-standing and growing presence in the public-sector vehicle sales space. With 105 locations across 13 states, Hendrick has supplied thousands of vehicles to state and local government agencies, K-12 and higher education institutions, and qualified nonprofit organizations over the past two decades. Our experienced government sales team works directly with purchasing officials, fleet managers, and procurement departments to ensure contract compliance, transparency, and seamless execution from acquisition to delivery.</p> <p><b>State &amp; Local Government</b> Hendrick Automotive Group has sold vehicles to hundreds of city, county, and state agencies throughout the Southeast and beyond. Our relationships span across municipal fleet departments, law enforcement agencies, fire departments, parks and recreation, and public works divisions. Notable partnerships include:</p> <p>Active participation in the State of Georgia General Motors contract, South Carolina contract, North Carolina Sheriff Association Contract and Virginia Sheriff Association contract where Hendrick serves as a designated contract holder</p> <p>Strategic work with local agencies leveraging cooperative contracts, including piggybackable awards (e.g., City of Tallahassee)</p> <p>Consulting and lifecycle support for government agencies seeking cost-effective replacements, budget planning, and resale options</p> <p>Hendrick's government sales team has helped agencies save over taxpayer dollars by optimizing lifecycle cost strategies, accelerating delivery timelines, and offering scalable procurement solutions—including cash purchase, lease, or bank-financed acquisition pathways.</p> <p>In addition, several key members of our current team have previously worked directly with Sourcewell through a national fleet management contract that has since become the largest government fleet management contract in the country. Their leadership, contract knowledge, and operational success played a central role in driving that program's growth. Those same individuals now lead our government strategy at Hendrick Automotive Group, bringing the experience, insight, and proven playbook</p>	

		<p>necessary to replicate and scale that success under a vehicle-focused Sourcewell contract.</p> <p>K-12 and Higher Education Hendrick has provided vehicles to public school districts, private academies, and colleges/universities throughout the Southeast. These include:</p> <p>University fleet vehicles for operations, campus police, athletics, and grounds maintenance</p> <p>Transportation vehicles for K-12 systems, including special-use and utility vehicles</p> <p>Direct coordination with public university procurement offices under state contract pricing and cooperative purchasing programs</p> <p>Our team understands the unique funding, compliance, and timing challenges faced by educational institutions and is equipped to support grant-funded programs, board-approved contracts, and required documentation for transparency and audit readiness.</p> <p>Nonprofit Organizations Hendrick Automotive Group regularly serves 501(c)(3) nonprofit entities, including charitable foundations, religious organizations, youth programs, and healthcare networks. Our team:</p> <p>Honors cooperative pricing and special program eligibility when applicable</p> <p>Offers tailored financing and resale assistance to maximize limited nonprofit budgets</p> <p>Works with nonprofit boards and executive directors to ensure compliance with donor and grant requirements</p> <p>We've provided transportation solutions to nonprofits focused on public health, food delivery, youth services, and housing—ensuring mission-aligned, cost-effective vehicle procurement and support.</p> <p>With its national footprint, cooperative contract expertise, and deep-rooted experience across government and education sectors, Hendrick Automotive Group is well-positioned to serve the needs of public agencies and nonprofit organizations nationwide.</p>	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes.</p> <p>Hendrick Automotive Group is willing to extend the terms of any awarded master agreement to eligible nonprofit entities, provided they meet the eligibility criteria established by Sourcewell and any applicable state or local procurement laws. Hendrick has a long-standing history of supporting nonprofit organizations and is committed to offering fair and consistent pricing and services in alignment with the awarded contract.</p>	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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39	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Hendrick Automotive Group will execute a robust national marketing strategy to promote the awarded Sourcewell contract across all 50 states and U.S. territories, leveraging our dealership scale, brand equity, government expertise, and deep association partnerships.</p> <p>1. National Brand Power (Hendrick + NASCAR = Instant Recognition) As the only automotive dealer group directly connected to a NASCAR team (Hendrick Motorsports), our brand is seen by millions each week, offering unmatched visibility and trust. This reach is a cornerstone of our strategy. Our racing legacy—combined with our reputation for reliability, safety, and high-performance vehicles—makes us a natural and compelling partner for public-sector buyers. This brand equity will serve as a national amplifier for the Sourcewell contract.</p> <p>2. Multi-Channel Awareness Campaigns We will launch awareness across the following channels:</p> <p>Email Campaigns targeting public-sector lists from prior government engagements, with co-branded messaging around the ease-of-use and national coverage of Sourcewell.</p> <p>Social Media Advertising with Sourcewell-specific messaging embedded in LinkedIn, Facebook, and Twitter campaigns aimed at fleet and procurement professionals.</p> <p>Search Engine Optimization (SEO) &amp; PPC Advertising to ensure Sourcewell contract pages are discoverable nationally via Google Ads and organic search queries.</p> <p>On-Site Promotion via HendrickCars.com, regional dealer websites, and dedicated government landing pages with direct Sourcewell contract info and contact forms.</p> <p>QR Codes on Flyers &amp; Events driving traffic to the Sourcewell contract registration and information pages.</p> <p>3. Association-Based Marketing &amp; National Conference Presence We actively partner with and sponsor national, regional, and state-level government associations, and will embed Sourcewell messaging into:</p> <p>National conferences (e.g., NIGP, NAFA, NCSFA, GFX, ICMA)</p> <p>Regional association events (SE Government Fleet Alliance, Alabama League of Municipalities, NC Procurement Alliance, etc.)</p> <p>State-specific events (e.g., Georgia Police Chiefs, Kansas Procurement Summit)</p> <p>Our team—including our Government Sales Manager, Joey Nunn—has already been invited to speak at these associations and events on topics such as “New Vehicles, Same Old Budget,” offering direct promotional opportunities for the Sourcewell contract to hundreds of attendees.</p> <p>4. Government Education &amp; Thought Leadership Our marketing strategy is built on more than exposure—it’s about education. We focus on teaching government agencies how to use Sourcewell properly and efficiently. This includes:</p> <p>Webinars &amp; Training Series for procurement teams, hosted and promoted by Hendrick and association partners</p> <p>How-to Guides &amp; Print Flyers that explain cooperative purchasing and Sourcewell contract access</p> <p>Speaker Series at fleet management events and webinars on vehicle lifecycle strategy and cooperative contracts</p> <p>Real-World Case Studies from Georgia Fleet Day and state consulting partnerships (e.g., Kansas) showing successful Sourcewell adoption</p> <p>5. Ground-Level Deployment Through Our Dealership Network Hendrick’s 105+ dealership locations across the country act as our localized marketing engine. Each store:</p> <p>Hosts vehicle demos and invites local governments</p> <p>Distributes Sourcewell-branded materials</p> <p>Trains regional sales teams on Sourcewell compliance and benefits</p> <p>Serves as a point of contact for agencies needing boots-on-the-ground support</p>
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40	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Hendrick Automotive Group uses a focused and practical digital strategy to promote our government programs, with targeted efforts across social media, owned websites, and trusted partnerships with associations. We prioritize clarity, consistency, and credibility to ensure government decision-makers are aware of the Sourcewell contract and understand how to use it.</p> <p>1. Social Media – LinkedIn &amp; Instagram for Targeted Visibility We utilize LinkedIn as our primary B2B platform to reach procurement professionals, public safety leadership, fleet managers, and association partners. Our content strategy includes:</p> <p>Sourcewell contract highlights and how-to graphics</p> <p>Agency success stories and vehicle delivery showcases</p> <p>Upcoming events, including registration links and flyers</p> <p>Key speaking engagements (e.g., “New Vehicles, Same Old Budget” presentations)</p> <p>Instagram is also used to create visual awareness, particularly through vehicle spotlights, event photos, and behind-the-scenes highlights from initiatives like Georgia Fleet Day. We often tag associations, OEMs, and vendor partners to expand reach and visibility.</p> <p>2. Dedicated Contract Webpages We maintain dedicated contract pages on our websites (e.g., HendrickCars.com) to give government users easy access to Sourcewell-specific resources. These pages include:</p> <p>Eligibility guidelines</p> <p>Vehicle categories covered</p> <p>Contact forms for quotes and consultations</p> <p>Links to registration forms or event pages</p> <p>We also utilize microsites and fleet-specific pages to ensure end users can easily find the right vehicle solution tied to the correct contract.</p> <p>3. Association Partnerships for Credibility &amp; Distribution Our marketing success is amplified through strategic partnerships with state and national associations, including police chief associations, fire chief networks, procurement alliances, and municipal leagues.</p> <p>These partnerships help us:</p> <p>Distribute digital flyers and event invitations</p> <p>Promote our contract offerings in newsletters and listservs</p> <p>Secure speaking opportunities to educate government buyers on cooperative purchasing and budgeting strategies</p> <p>This approach ensures our marketing doesn't just come from us—it comes from trusted voices within the government sector.</p>
41	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell's Role in Promotion Sourcewell plays a critical role as the backbone of trust, compliance, and contract credibility. Their reputation as a cooperative purchasing leader gives participating agencies the confidence to act quickly without undergoing their own time-consuming procurement process. In our view, Sourcewell's core promotional strengths include:</p> <p>Maintaining a well-structured, user-friendly contract portal</p> <p>Educating agencies through webinars, newsletter content, and procurement outreach</p> <p>Building trust across the public sector by reinforcing legal compliance and national competitiveness</p> <p>Amplifying awarded suppliers through targeted campaigns, press releases, and event support</p> <p>These efforts lay a solid foundation for awarded vendors like Hendrick Automotive Group to build from.</p> <p>Hendrick's Integration Strategy Hendrick Automotive Group will fully integrate the awarded Sourcewell agreement into our national government sales process from both a sales and support standpoint.</p> <p>Key integration steps include:</p>

		<p>Internal Enablement Across All Dealerships</p> <p>We will train our fleet managers, account executives, and dealership-based commercial teams across our 105+ locations on how to:</p> <p>Confirm agency eligibility</p> <p>Use the Sourcewell contract correctly</p> <p>Provide compliant pricing and documentation</p> <p>Submit quotes that match the contract terms</p> <p>Sourcewell-Branded Sales Materials</p> <p>We will develop:</p> <p>Co-branded flyers and brochures</p> <p>FAQs for public agencies</p> <p>Templates for quotes and email communications referencing the contract</p> <p>These materials will be used in one-on-one outreach, events, and follow-up communications to remove barriers for agencies ready to move quickly.</p> <p>Contract Access on Our Websites</p> <p>Dedicated Sourcewell information will be posted on:</p> <p>HendrickCars.com</p> <p>Microsites used by our government sales teams</p> <p>Partner dealership landing pages (for local governments working with specific stores)</p> <p>Promotion Through Events &amp; Associations</p> <p>The Sourcewell agreement will be featured prominently in our ongoing presentations and event-based marketing, including:</p> <p>Speaking engagements on public budgeting and cooperative purchasing</p> <p>Fleet Day events (e.g., Georgia Fleet Day)</p> <p>Police and fire chief conferences</p> <p>Local League of Municipalities and procurement association workshops</p> <p>Onboarding New Government Agencies</p> <p>Many agencies we speak with are familiar with Sourcewell but unsure how to utilize it. Our sales team is trained to walk them through:</p> <p>How to register with Sourcewell (if not already a member)</p> <p>What documentation to expect</p> <p>How to show procurement transparency and audit readiness</p> <p>Post-Sale Support &amp; Reporting</p> <p>We will track Sourcewell-initiated sales through our CRM systems and report performance quarterly to ensure continued alignment with Sourcewell expectations.</p> <p>By pairing Sourcewell's trusted national platform with Hendrick's boots-on-the-ground sales force, we're confident we can drive meaningful adoption, simplify the procurement process for agencies, and deliver unmatched value through this contract.</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>Hendrick Automotive Group supports electronic procurement through simple, effective tools tailored for government and educational buyers.</p> <p>We offer DocuSign capabilities for secure, contract-compliant electronic signatures, and our new and used inventory is viewable online across our dealership network. Once a vehicle is selected, we apply the appropriate government contract pricing before moving forward.</p> <p>While we do not offer a fully online ordering system, this is intentional. We believe it's critical to speak directly with each agency to confirm specs, delivery timelines, and upfit needs before processing any order. This helps ensure accuracy, compliance, and that the vehicle meets the customer's exact operational requirements.</p> <p>This process gives government agencies both the convenience of digital tools and the confidence of personal support throughout their purchase.</p>	*

**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>Hendrick Automotive Group offers a range of optional, value-added training programs to Sourcewell participating entities, focused on helping agencies make the most of their vehicles and fleet operations.</p> <p>1. Vehicle Walkthroughs and Operational Orientation We provide in-person or virtual vehicle walkthroughs upon delivery, especially for specialty units (e.g., police, fire, upfitted work trucks, or EVs). These sessions cover:</p> <p>Operator controls and safety features</p> <p>Upfit functionality (lights, storage, towing equipment)</p> <p>Maintenance recommendations</p> <p>This service is offered at no cost and is typically provided by the selling dealer or a Hendrick Government Sales representative.</p> <p>2. EV Training &amp; Charging Guidance For agencies purchasing electric vehicles, we offer orientation on:</p> <p>Vehicle range and charge cycles</p> <p>On-site charging best practices</p> <p>Grant navigation and infrastructure consultation (upon request)</p> <p>This is available at no cost, coordinated by our government EV leads in partnership with OEM specialists (e.g., GM Envolve or Stellantis EV teams).</p> <p>3. Maintenance &amp; Service Support While formal mechanic training is not included, we work with each agency to:</p> <p>Identify authorized service locations within their area</p> <p>Provide OEM maintenance schedules and warranty documentation</p> <p>Offer “who-to-call” guides for each vehicle type</p> <p>We also offer fleet consultation to assist with building proactive maintenance schedules—this is provided at no charge for government fleet accounts.</p> <p>4. Fleet Management &amp; Procurement Training (Optional) Our Government Sales Manager, Joey Nunn, frequently delivers presentations and training at state and regional association events on:</p> <p>Cooperative contract use (e.g., Sourcewell)</p> <p>Lifecycle planning</p> <p>Budgeting for replacements under funding constraints</p> <p>These trainings are educational and optional, and offered either during scheduled events or by agency request.</p> <p>All training programs are designed to ensure each government agency feels supported throughout the entire ownership experience—from order to operation—and are provided at no additional cost unless highly customized consulting or on-site programming is requested outside of standard delivery.</p>
44	Describe any technological advances that your proposed Solutions offer.	<p>Hendrick Automotive Group provides government agencies with access to a wide range of manufacturer-approved technological advancements through our new and used vehicle offerings. These technologies are available across all major OEM brands and vehicle types, including law enforcement units, public works trucks, administrative sedans, and electric vehicles (EVs).</p>

45	Describe any service contract options or extended warranties being offered with your proposal.	<p>Hendrick Automotive Group offers a range of OEM-backed and dealership-supported extended warranty and service contract options that can be added to any vehicle purchase made through the Sourcewell contract.</p> <p>1. Manufacturer Extended Warranties We offer all factory-backed extended warranty programs available through our OEM partners, including but not limited to:</p> <p>GM Protection Plan</p> <p>Ford Protect</p> <p>Mopar Vehicle Protection (Stellantis)</p> <p>Toyota Extra Care These programs allow agencies to extend their vehicle coverage up to 100,000+ miles, depending on make and model, and include:</p> <p>Powertrain coverage</p> <p>Comprehensive bumper-to-bumper protection</p> <p>Roadside assistance</p> <p>Rental and towing benefits</p> <p>2. Hendrick Autoguard Vehicle Service Contracts Hendrick Automotive Group also provides in-house extended coverage through our Autoguard protection program. This can be customized for government entities and includes:</p> <p>Fixed monthly or upfront payment options</p> <p>Protection up to 10 years / 150,000 miles</p> <p>Access to Hendrick-authorized service centers nationwide</p> <p>Transferable coverage for asset resale or agency reassignments</p> <p>3. Maintenance Plans Optional prepaid maintenance plans are available and can include:</p> <p>Oil changes and fluid top-offs</p> <p>Tire rotations</p> <p>Multi-point inspections These are customizable based on projected mileage and typical agency usage and can be bundled into leasing or financing if needed.</p> <p>4. Flexibility and Pricing All service contracts and warranty options are optional and can be included at the time of sale or added before delivery. Pricing varies by vehicle type, coverage level, and mileage term. Our government sales team works directly with each agency to tailor the best coverage plan based on fleet usage, budget, and lifecycle planning goals.</p> <p>These programs give Sourcewell participating entities peace of mind, reduced unexpected costs, and simplified service management over the life of the vehicle.</p>
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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>Hendrick Automotive Group offers comprehensive warranty support that combines manufacturer-backed coverage with our own expansive dealership network to deliver a reliable and service-first experience to Sourcewell participating entities.</p> <p>1. Manufacturer-Backed Warranties Every new vehicle sold under the Sourcewell contract includes the OEM's full factory warranty, which varies slightly by manufacturer but typically includes:</p> <p>Bumper-to-Bumper Coverage: 3 years / 36,000 miles</p> <p>Powertrain Coverage: 5 years / 60,000 miles (or more depending on OEM)</p> <p>Corrosion and Emissions Warranties: Standard across all OEMs</p> <p>Roadside Assistance Programs: Vary by manufacturer and included with most new vehicles</p> <p>These warranties cover parts, labor, and diagnostics for all eligible repairs performed at certified service centers. Technician travel is generally not required, as most agencies bring vehicles to the closest dealership—but if mobile service is available through the OEM or specific Hendrick location, we can coordinate it where appropriate.</p> <p>2. Geographic Warranty Administration With 130+ Hendrick locations nationwide and access to the broader OEM dealer network, government agencies can receive warranty service regardless of location. Hendrick will:</p> <p>Coordinate warranty claims on the agency's behalf</p> <p>Pre-arrange warranty service appointments with the closest authorized location</p> <p>Liaise with the manufacturer if warranty questions or disputes arise</p> <p>In cases where agencies are outside our physical footprint, we still provide full warranty coordination by connecting the customer with the nearest factory-authorized service center, even if it's not a Hendrick store.</p> <p>3. Used Vehicle Warranties All Hendrick Certified Pre-Owned vehicles include a limited powertrain warranty, with the option to extend protection using Hendrick Autoguard or OEM-backed extended warranties. Each used vehicle's warranty coverage is reviewed with the customer prior to purchase to ensure clarity on what's included and what can be added.</p> <p>4. Extended Protection via Hendrick Autoguard We also offer Hendrick Autoguard service contracts, which can:</p> <p>Extend coverage to 10 years / 150,000 miles</p> <p>Include wearable items, electronics, and drivetrain components</p> <p>Be tailored for government fleet usage, including transferability for interdepartmental reassignment or resale</p> <p>Be administered through Hendrick's internal claims team with support from our regional service directors</p> <p>5. No Cost for Warranty Administration There is no additional cost to Sourcewell members for warranty administration services. Our team handles warranty logistics, record-keeping, and coordination as part of our commitment to fleet lifecycle support.</p>
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47	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Hendrick Automotive Group is committed to supporting environmentally responsible fleet solutions and business practices across our dealership operations, OEM relationships, and potential government customer engagements under this proposed agreement.</p> <p>1. Access to Low-Emission &amp; Zero-Emission Vehicle Solutions Hendrick offers a wide selection of hybrid, plug-in hybrid, and fully electric vehicles through our new vehicle inventory across 27+ OEM brands, including:</p> <p>Chevrolet Bolt, Blazer EV, Silverado EV (GM Envolv)</p> <p>Ford F-150 Lightning, Mustang Mach-E, E-Transit</p> <p>Toyota Prius, RAV4 Hybrid, bZ4X</p> <p>Ram ProMaster EV, Jeep 4xe Plug-in Hybrids</p> <p>These vehicles meet or exceed emissions and environmental standards set by:</p> <p>U.S. Environmental Protection Agency (EPA) SmartWay Certification</p> <p>California Air Resources Board (CARB) Zero-Emission Vehicle (ZEV) and LEV standards</p> <p>SAE J1772 and CCS EV Charging Protocols</p> <p>If awarded, Hendrick Automotive Group intends to guide participating agencies in identifying vehicle options that align with their sustainability and fleet modernization goals.</p> <p>2. OEM-Aligned Environmental Programs As a franchise partner with major automotive manufacturers, Hendrick Automotive Group supports and aligns with each OEM's formal environmental commitments, including:</p> <p>GM's "EV for Everyone" and Ultium Platform goals</p> <p>Ford's commitment to carbon neutrality by 2050</p> <p>Toyota's Environmental Challenge 2050</p> <p>Stellantis' Dare Forward 2030 carbon emissions roadmap</p> <p>These programs are tracked and certified by third-party agencies such as:</p> <p>CDP (Carbon Disclosure Project)</p> <p>Sustainalytics</p> <p>Dow Jones Sustainability Indices</p> <p>3. Dealership-Level Green Practices Across our dealership network, many Hendrick locations have adopted environmentally conscious practices, including:</p> <p>LED lighting retrofits for energy efficiency</p> <p>Recycling programs for oil, batteries, tires, and automotive parts</p> <p>Water-saving car wash and reclamation systems</p> <p>Participation in OEM core return and parts remanufacturing programs</p> <p>Additionally, select Hendrick facilities have earned local Green Business certifications or participated in LEED-aligned building projects, depending on regional requirements and construction timelines.</p> <p>If awarded, Hendrick Automotive Group is prepared to deliver clean transportation solutions and environmentally responsible fleet practices that align with Sourcewell's sustainability goals and those of its participating agencies.</p>
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48	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>As a dealership group representing over 27 OEM brands, Hendrick Automotive Group offers vehicle solutions that carry a wide range of third-party environmental certifications and eco-labels. While Hendrick itself does not issue or hold these certifications, the solutions included in our proposal—namely, the vehicles offered for government fleet use—have received recognition from the following third-party agencies and programs:</p> <p>1. EPA SmartWay® Certification Many of the light-duty vehicles offered through our OEM partners are SmartWay Certified by the U.S. Environmental Protection Agency (EPA). This label identifies vehicles with superior fuel efficiency and lower greenhouse gas and smog-forming emissions. Vehicles commonly included under SmartWay:</p> <p>Hybrid sedans and compact cars</p> <p>Electric and plug-in hybrid SUVs</p> <p>High-efficiency gasoline-powered models</p> <p>2. California Air Resources Board (CARB) Certifications Numerous vehicles available through Hendrick's participating brands meet CARB Low Emission Vehicle (LEV) and Zero Emission Vehicle (ZEV) standards. These include:</p> <p>Battery electric vehicles (BEVs)</p> <p>Plug-in hybrid electric vehicles (PHEVs)</p> <p>Hydrogen fuel cell vehicles (select brands)</p> <p>3. Energy Efficiency and Life Cycle Ratings (OEM-specific) The OEMs we represent—such as GM, Ford, Toyota, Stellantis, Honda, and Hyundai—publish and participate in third-party lifecycle and sustainability assessments that include:</p> <p>Energy Star Portfolio Management (manufacturing side)</p> <p>ISO 14001 Environmental Management System Certifications</p> <p>End-of-Life Vehicle Recycling Programs for cradle-to-cradle lifecycle impact</p> <p>While these certifications are issued to the manufacturers, all eligible vehicles are sold and supported through Hendrick Automotive Group under this proposal, making these eco-labeled products accessible to Sourcewell participants.</p> <p>4. OEM Sustainability Recognition Many of our OEM partners are recognized by global environmental indices, including:</p> <p>Dow Jones Sustainability Index (DJSI)</p> <p>Sustainalytics ESG Ratings</p> <p>CDP Climate Change Scores</p> <p>These recognitions apply to the sustainability of the full vehicle supply chain, including design, energy use, production, and post-sale recyclability.</p> <p>In summary, while Hendrick Automotive Group does not hold its own independent green certification, the vehicles and solutions offered through this proposal are certified and eco-labeled by trusted third-party agencies—giving Sourcewell participants full access to environmentally responsible fleet options with documented efficiency and low-emission credentials.</p>
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49	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Hendrick Automotive Group brings an unmatched combination of scale, speed, experience, and service to Sourcewell participating entities. Our proposed solutions are unique in that they blend the national footprint and inventory power of a top-tier dealership group with customized, government-focused support, allowing agencies to procure vehicles efficiently and confidently.</p> <p>1. Nation-Leading Dealership Network with Fleet Expertise Hendrick is one of the largest privately held dealership groups in the United States, offering:</p> <p>130+ dealership locations across the country</p> <p>Over \$1 billion in on-ground vehicle inventory</p> <p>More than 1,500 fleet-trained sales professionals</p> <p>Access to 27+ OEM brands, including domestic, import, and electric vehicle leaders</p> <p>This scale enables us to provide faster delivery, brand flexibility, and nationwide coordination while maintaining strong relationships at the local level.</p> <p>2. Dedicated Government Sales Division Our public-sector division is led by professionals with deep knowledge of fleet procurement, cooperative contracts, and government budget cycles. We assist with:</p> <p>Vehicle sourcing and lifecycle planning</p> <p>Contract guidance for programs such as Sourcewell, Omnia Partners, and state-level awards</p> <p>Integrating warranty, upfit, and service plans into a single, organized process</p> <p>Our Government Sales Manager, Joey Nunn, is regularly asked to speak at regional and state association conferences on topics like "New Vehicles, Same Old Budget", sharing best practices for public fleet modernization.</p> <p>3. Flexible Purchase Options with Lifecycle Support Hendrick Automotive Group offers participating entities:</p> <p>Support for cash purchases, factory ordering, or financing as needed</p> <p>Optional extended warranties and maintenance coverage</p> <p>Consultation on specs, resale timing, and total lifecycle cost planning</p> <p>We tailor each solution to meet the goals of the agency—whether it's replacing one unit or optimizing an entire fleet.</p> <p>4. Association Integration &amp; Educational Outreach We actively support and engage with government and educational associations nationwide. For example, Hendrick helped launch Georgia Fleet Day, a collaborative fleet training event hosted at GPSTC that brought together manufacturers, vendors, and over 300 public-sector officials.</p> <p>We believe in educating and empowering government agencies, not just selling to them—something that sets our team apart.</p> <p>5. Multiple Brands, One Source With access to nearly every major OEM, Hendrick can support:</p> <p>Mixed-brand fleets from a single point of contact</p> <p>EV and hybrid adoption efforts</p> <p>Police, fire, utility, and school-focused vehicle needs</p> <p>Custom upfitting and equipment installation through trusted partners</p> <p>This flexibility ensures a one-stop solution that meets a wide range of public-sector needs under one contract.</p> <p>In summary, Hendrick Automotive Group offers Sourcewell participants the depth of a national network, the attention of a local partner, and a proven ability to support agencies of all sizes with personalized solutions and trusted execution.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group includes franchise dealerships in which ownership is held by individuals certified in this category.	*
51		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group includes franchise dealerships in which ownership is held by individuals certified in this category.	*
52		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group includes franchise dealerships in which ownership is held by individuals certified in this category.	*
53		Disabled-Owned Business Enterprise (DOBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group includes franchise dealerships in which ownership is held by individuals certified in this category.	*
54		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group includes franchise dealerships in which ownership is held by individuals certified in this category.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group includes franchise dealerships in which ownership is held by individuals certified in this category.	*
56		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group includes franchise dealerships in which ownership is held by individuals certified in this category.	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Hendrick Automotive Group does not fall under SDB.	*
58		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group includes franchise dealerships in which ownership is held by individuals certified in this category.	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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59	Describe your payment terms and accepted payment methods.	<p>Hendrick Automotive Group offers flexible and transparent payment terms designed to align with the purchasing policies and fiscal procedures of public-sector agencies. Standard payment terms are net 30 days from the date of invoice, unless otherwise agreed upon in writing with the participating agency.</p> <p>We accept the following forms of payment:</p> <p>ACH/EFT (Electronic Funds Transfer)</p> <p>Wire Transfer</p> <p>Check (mailed to designated remittance address)</p> <p>Procurement Card (P-Card) – accepted on select transactions, subject to unit type and processing limitations</p> <p>Municipal Lease or Financing through approved lenders (e.g., Ally) for qualified government and nonprofit entities</p> <p>Invoices will be issued upon delivery of vehicles and/or services, and Hendrick will work directly with Sourcewell members to ensure proper documentation, tax exemption forms (if applicable), and invoicing instructions are followed. Our accounting and fleet billing teams are familiar with government processes and are available to assist with payment coordination and documentation as needed.</p>	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Hendrick Automotive Group offers a variety of customized leasing and financing options designed specifically for educational institutions, municipalities, and other public-sector entities. These options are structured to provide maximum flexibility, long-term value, and compliance with government procurement regulations.</p> <p>Key offerings include:</p> <p><b>Municipal Leasing Programs:</b> Available through approved government-focused lenders such as Ally, Hendrick provides tax-exempt, non-appropriation municipal leases that allow agencies to spread payments over time without taking on traditional debt. These structures are ideal for budget-conscious agencies with capital constraints or multi-year planning cycles.</p> <p><b>Lease-to-Own Options:</b> Agencies can acquire vehicles under lease-purchase agreements with structured buyout terms at the end of the lease period. These plans are particularly beneficial for districts or departments planning phased replacements over multiple years.</p> <p><b>Flexible Terms and Structures:</b> Terms typically range from 12 to 60 months, with mileage, usage, and payment structures tailored to agency-specific needs (e.g., patrol, transit, administrative use).</p> <p><b>Bundled Financing for Equipment and Upfits:</b> Leases and finance programs may include upfit components such as emergency lighting, service bodies, K9 cages, decals, and more—packaged into a single monthly payment to simplify budgeting and procurement.</p> <p><b>Cash Purchase and Traditional Financing:</b> In addition to leasing, Hendrick offers traditional financing programs and direct purchase support through municipal PO processes, capital project funds, or agency-specific budget methods.</p> <p><b>Grant and Funding Alignment Support:</b> Our dedicated account team helps agencies align procurement timelines with grant funding windows or capital cycles, ensuring financial readiness and contract compliance.</p> <p>All financing and lease programs are backed by Hendrick's fleet management experience and supported by a dedicated team that includes account managers, finance specialists, and title coordinators familiar with educational and governmental workflows.</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>Hendrick Automotive Group proposes to use clear, customer-friendly transaction documents that support transparency, audit-readiness, and ease of use for Sourcewell participating entities. The standard documents we may provide in connection with an awarded agreement include:</p> <p>Vehicle Order Form / Purchase Agreement Used to document the selected vehicle(s), pricing (with Sourcewell discount applied), equipment, delivery terms, and agency billing information.</p> <p>Quote Sheet Itemized breakdown of vehicle cost, upfits (if applicable), Sourcewell contract reference, and estimated lead times.</p> <p>Terms &amp; Conditions / Disclosures Standard dealership disclosures regarding warranty, titling, delivery conditions, and optional protections (e.g., extended warranties, registration services). These are non-binding unless accepted by the agency.</p> <p>MAVSign Templates Hendrick supports electronic contracting through MAVSign for faster execution and recordkeeping. Our templates follow dealership and legal standards while allowing custom fields for government processes.</p> <p>Sales Tax Exemption Certificate (if applicable) Collected where required to document tax-exempt status of the purchasing government or educational entity.</p> <p>Title &amp; Registration Forms Hendrick can assist with agency titling and plate transfers as part of the transaction process. State-specific forms are used as needed.</p> <p>If awarded, Hendrick will customize and align these documents with Sourcewell compliance guidelines and any additional terms required by participating entities. Template samples are uploaded with this proposal submission.</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>Yes, Hendrick Automotive Group accepts P-cards (Procurement Cards) as a form of payment for eligible transactions. We understand that many Sourcewell participating entities utilize P-cards as part of their streamlined purchasing process, and we are happy to support that method where applicable.</p> <p>There is no additional cost or surcharge to Sourcewell members for using a P-card, provided the transaction is within the limits of our vehicle processing systems and the applicable OEM's restrictions. While P-cards are generally accepted for vehicle deposits, administrative charges, and smaller transactions, full vehicle purchases may be subject to additional coordination depending on card limits and unit pricing.</p> <p>Our team will work directly with each participating entity to ensure a smooth P-card transaction process and to confirm that all required documentation and invoicing are compliant with agency standards.</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>Hendrick Automotive Group is offering line-item discounts off the Manufacturer's Suggested Retail Price (MSRP) for all vehicle models provided by 28 different manufacturers. We also offer the flexibility to include any factory or aftermarket upfits that Sourcewell participating entities may require, fully integrated into the final quote.</p> <p>Detailed pricing, including vehicle categories, MSRP, and discounted pricing tiers, is provided in the uploaded Price File as part of this proposal.</p> <p>This pricing structure ensures that Sourcewell members receive competitive, auditable, and transparent pricing, backed by the national purchasing power and scale of Hendrick Automotive Group.</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 proposal submitted by Hendrick Automotive Group represents line-item discounts ranging from 1% to 40% off the Manufacturer's Suggested Retail Price (MSRP), depending on the vehicle make, model, and manufacturer programs available at the time of purchase.</p> <p>These discounts are based on:</p> <p>National fleet and volume-based incentives</p> <p>Manufacturer-direct pricing programs available through our 130+ dealership network</p> <p>Strategic partnerships across 27+ OEM brands, allowing flexibility and choice</p> <p>For example, a midsize SUV like the Chevrolet Traverse or Ford Explorer may reflect a 15–18% discount off MSRP when factoring fleet incentives, cooperative pricing, and Hendrick's volume leverage.</p> <p>All pricing tiers and discount values are itemized in the uploaded Price File, which includes MSRP, Sourcewell contract price, and any relevant upfit options.</p> <p>This structure ensures Sourcewell participating entities benefit from transparent, predictable savings, reinforced by Hendrick Automotive Group's nationwide scale and contract expertise.</p>	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Our ordering process is handled directly through a dedicated fleet expert, allowing us to identify bulk or multi-unit purchases early in the conversation. This enables our team to proactively engage with manufacturers and request additional volume-based discounts beyond our standard Sourcewell pricing.</p> <p>When agencies place grouped orders—whether for identical units or a mix of fleet types—we work to secure fleet incentives, promotional offers, or price reductions tied to volume. These discounts are always reflected in the final quote and Sourcewell pricing documentation, ensuring members receive maximum value and transparency.</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>Hendrick Automotive Group will support Sourcewell participating entities with “sourced” or “open market” items—such as specialty equipment, aftermarket accessories, or standalone services—using a cost-plus pricing model.</p> <p>These non-contracted items will be offered at: Cost plus up to 10%, depending on the product category, vendor availability, and any required installation or handling.</p> <p>All open market items will be:</p> <p>Quoted separately from contracted items</p> <p>Clearly itemized with a full description, unit cost, and markup (if applicable)</p> <p>Approved by the agency prior to fulfillment to ensure transparency and compliance</p> <p>This approach allows Hendrick to remain flexible in fulfilling unique requests while maintaining competitive pricing, full disclosure, and contract-aligned documentation for Sourcewell members.</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>Hendrick Automotive Group confirms that all known and relevant cost considerations have been accounted for in full. The Price Table included in the submitted pricing file reflects the complete scope of anticipated costs associated with vehicle acquisition, and all such costs are addressed throughout our pricing offerings.</p> <p>Our proposal is structured to ensure clarity, transparency, and contract compliance for Sourcewell participating entities. While rare, any open-market or agency-specific requests (such as aftermarket upfits or local title fees) will be clearly quoted and approved before any charges are incurred.</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>Hendrick Automotive Group offers nationwide delivery of vehicles and upfitted units to Sourcewell participating entities. While many orders will include delivery at no additional charge, there may be cases where freight or shipping costs apply depending on vehicle type, location, or specific delivery requirements.</p> <p>If applicable, these costs will be:</p> <p>Clearly quoted in advance</p> <p>Passed through at actual cost with no markup</p> <p>Fully itemized on final pricing and Sourcewell documentation</p> <p>Hendrick's extensive dealership footprint allows us to fulfill most orders through regional locations, reducing or eliminating the need for long-haul or third-party transport. Delivery terms and any associated costs will always be disclosed prior to vehicle shipment to ensure transparency and budget clarity for Sourcewell members.</p>	*
69	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Hendrick Automotive Group can accommodate delivery to Alaska, Hawaii, and U.S. territories upon request from Sourcewell participating entities. Our internal team coordinates all shipping and delivery logistics directly with the purchasing agency to ensure clarity, accuracy, and ease of execution.</p> <p>Shipping Program Details:</p> <p>Alaska &amp; Hawaii:</p> <p>Vehicles are shipped via port-to-port ocean freight, typically departing from West Coast ports such as Seattle, WA or Long Beach, CA. Delivery to a specified port or agency-designated location is available, with inland transport options upon request.</p> <p>U.S. Territories:</p> <p>Delivery service is available to U.S. territories, with full coordination of shipping documentation, routing, and scheduling provided by Hendrick in collaboration with the participating agency.</p> <p>Terms &amp; Charges:</p> <p>Freight and shipping to Alaska, Hawaii, or U.S. territories is quoted separately on a per-order basis.</p> <p>Charges are provided at actual cost, with no markup by Hendrick.</p> <p>Each quote will include estimated timelines, delivery points, and required documentation for agency approval prior to shipment.</p> <p>Hendrick Automotive Group is committed to offering flexible, transparent, and fully supported delivery solutions to Sourcewell members across the United States and its territories.</p>	*



70	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Hendrick Automotive Group offers Sourcewell participating entities flexible, scalable, and agency-aligned delivery solutions backed by our nationwide dealership footprint and dedicated fleet operations team.</p> <p>With over 105+ dealership locations across the country, Hendrick can source vehicles from the closest available location to reduce lead times and minimize freight costs. Our internal government team coordinates all delivery logistics directly with the participating agency, whether the units are headed to a central fleet yard, multiple department locations, or a designated staging site.</p> <p>In addition to standard dealer-based delivery, Hendrick maintains a dedicated team of transport drivers and fleet-capable haulers, allowing us to handle large-scale, multi-vehicle deployments with precision and flexibility. This in-house transport support gives us added control over delivery timing, vehicle handling, and cost containment—ensuring a seamless experience for Sourcewell members, even for complex or phased rollouts.</p> <p>Agencies may also choose to pick up vehicles directly from their nearest Hendrick dealership to accelerate access and simplify title exchange when preferred. For factory-ordered vehicles, our team manages the process end-to-end—from production through final handoff—ensuring documentation, compliance, and communication are all handled in-house.</p> <p>Hendrick’s delivery program is designed to offer maximum convenience, speed, and accountability for public-sector agencies of all sizes.</p>
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71	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.</p>	<p>Hendrick Automotive Group is committed to ensuring full compliance with the terms of the Sourcwell agreement, including accurate pricing and proper contract usage by all participating entities. To support this, we have established a contract-specific self-audit process overseen by our internal Government Fleet &amp; Compliance Team.</p> <p>Key Components of Our Self-Audit Program Include:</p> <p>Contract-Specific Pricing Controls: All Sourcwell quotes are generated through a centralized pricing system that includes preloaded discount structures tied to the Sourcwell contract. Before any quote is finalized, pricing is reviewed to ensure it aligns with the approved discount tiers and contract structure.</p> <p>Internal Quote Review &amp; Sign-Off: Each quote and order is reviewed and approved by a fleet-trained government specialist before being released. This step ensures the correct application of pricing, contract references, administrative fees, and delivery terms for Sourcwell participating entities.</p> <p>Monthly Transaction Audits: Our team conducts monthly spot audits of closed transactions submitted under the Sourcwell contract to verify:</p> <ul style="list-style-type: none"> <li>Pricing accuracy against the approved Price File</li> <li>Proper documentation of Sourcwell contract number</li> <li>Clear breakdown of any fees, upfits, or open-market items</li> <li>Verification that the entity is a registered Sourcwell member</li> </ul> <p>Documented Reporting &amp; Corrective Action: Any discrepancies identified during the audit process are documented and resolved immediately. If pricing errors are found, corrected invoices or credits are issued. Compliance findings are logged and reported internally for training and improvement.</p> <p>Ongoing Training &amp; Communication: Hendrick conducts recurring training sessions with all participating dealerships and sales teams to reinforce Sourcwell contract procedures and pricing consistency. Updated guidelines and contract FAQs are distributed as contract terms evolve.</p> <p>This proactive, transparent process ensures that all Sourcwell participating entities receive the correct pricing, full contract value, and accurate documentation, reinforcing Hendrick Automotive Group's commitment to cooperative contract integrity.</p>
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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, Hendrick Automotive Group will leverage both performance data and strategic outreach metrics to measure the success of the Sourcewell agreement. Our goal is not only to track completed orders, but to actively drive awareness and adoption of the contract through proactive engagement.</p> <p>A key tool in this effort will be our CRM platform, which allows us to monitor outreach activity, pipeline development, and customer touchpoints across all 105+ Hendrick locations.</p> <p>Key Metrics We Will Track: Sales Activity &amp; Agency Outreach (via CRM) We will track outbound calls, emails, meetings, and quotes generated under the Sourcewell agreement. This helps us ensure that our team is educating government agencies proactively, not waiting for inbound interest.</p> <p>Participating Entities Engaged The number of Sourcewell-eligible agencies receiving information, quotes, or attending a Hendrick-hosted event will be measured to ensure we're expanding contract reach across regions and sectors.</p> <p>Quote Volume &amp; Conversion Rates We will review quote requests and track conversion rates to ensure agencies are not only aware of the contract—but finding it easy to use and competitively priced.</p> <p>Average Time to First Quote This measures how quickly we can respond to new leads with pricing and availability—helping ensure Hendrick is providing speed, clarity, and transparency to every Sourcewell user.</p> <p>Compliance Accuracy &amp; Audit Results As part of our self-audit process, we will track the accuracy of pricing, documentation, and contract usage to ensure full alignment with Sourcewell terms.</p> <p>Hendrick Automotive Group's success will be measured not just in transactions—but in education, outreach, and proactive enablement of government and education buyers who may not yet be familiar with how to unlock the value of the Sourcewell contract.</p>	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed 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>Hendrick Automotive Group proposes a flat administrative fee of \$200 per completed transaction payable to Sourcewell.</p> <p>This fee will apply to all completed transactions conducted under the awarded Master Agreement by Sourcewell participating entities and is offered in recognition of the cooperative services, contract management, and marketing support provided by Sourcewell.</p> <p>The administrative fee will be:</p> <p>Applied per vehicle/unit sold</p> <p>Reported and remitted according to the terms and schedule outlined in the final Sourcewell agreement</p> <p>Included in our internal tracking and compliance process to ensure timely and accurate payment</p> <p>This flat-fee structure allows for clarity, consistency, and efficient reporting across Hendrick Automotive Group's national dealership network and supports the growth of cooperative contract utilization.</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.	We are uploading a pricing table to showcase exact pricing plan for Sourcewell customers.	*

**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>Hendrick Automotive Group provides a nationwide, contract-compliant procurement platform tailored to meet the evolving needs of government agencies. This proposal includes access to new and used vehicles, as well as a comprehensive suite of fleet lifecycle services, financing tools, digital resources, and trade-in strategies that go beyond basic vehicle acquisition.</p> <p>1. New Vehicle Solutions (Up to 26,000 GVWR) We offer new vehicles from over 27 leading OEM brands, including:</p> <p>Chevrolet, GMC, Ford, Ram, Dodge, Jeep, Chrysler</p> <p>Toyota, Honda, Hyundai, Kia, Nissan</p> <p>BMW, Mercedes-Benz, Acura, Infiniti, Lexus</p> <p>Hybrid and electric platforms from GM, Ford, and other OEMs</p> <p>Available vehicle categories:</p> <p>Sedans, crossovers, and SUVs (admin, pursuit-rated, and utility)</p> <p>Light- and medium-duty pickup trucks (½-ton to 1-ton)</p> <p>Cargo and passenger vans</p> <p>Emergency and specialty public safety vehicles</p> <p>Commercial chassis prepped for upfits (dump bodies, racks, service beds)</p> <p>Vehicles can be configured to exact agency specs, in compliance with OEM warranty and safety guidelines.</p> <p>2. Used &amp; Certified Pre-Owned (CPO) Solutions We offer dealer-certified used vehicles through our nationwide dealership network. These options provide:</p> <p>Budget flexibility with high-quality units</p> <p>SUVs, sedans, trucks, and vans in ready-to-use condition</p> <p>CPO units on select makes with extended warranty options</p> <p>Logistics support for national delivery</p> <p>Faster turnaround times when new orders are delayed</p> <p>3. Fleet Lifecycle &amp; Ancillary Solutions Our Total Fleet Solution includes robust tools and services to manage the full lifecycle of government-owned vehicles:</p>

**Acquisition Strategy & Lifecycle Planning:**

Each account includes a dedicated government account team that conducts regular fleet analysis, benchmarking, and replacement planning. We help identify high-cost units, compare against peer fleets, and develop long-term optimization models.

**Custom Lease & Finance Structures:**

Retail purchases or municipal lease programs through trusted financial partners such as Ally, structured to align with budget cycles, grant timing, and cash flow requirements.

**Vehicle Upfitting & Specialized Equipment:**

Coordination with certified upfit vendors for emergency lighting, racks, decals, partitions, snowplows, prisoner transport, and K9 solutions.

**Maintenance, Warranty & Resale Planning:**

OEM warranties with optional extended service contracts. Maintenance scheduling, incident repair coordination, and resale/buyback options managed to reduce total cost of ownership.

**Telematics Integration:**

OnStar Vehicle Insights and Geotab systems available for real-time GPS, fault codes, utilization metrics, driver behavior monitoring, and preventive maintenance alerts.

**Fuel Card Programs:**

Track fuel spend by vehicle or driver ID, implement budget controls, and monitor exception usage.

**Custom Website Dashboards & Portals:**

Online access to unit ordering, quote history, VIN tracking, lifecycle analysis, invoices, and delivery timelines. Agencies can manage orders and performance data through secure portals customized to their fleet profile.

**Trade-In Planning & Resale:**

We support the full trade-in process for aging or underutilized government vehicles. Hendrick coordinates fair-market appraisals, remarketing strategies, and auction access to optimize returns.

**Access to Government Auctions & Equipment Sales:**

Through our dealer network and auction partners, we provide access to surplus sales beyond just vehicles, including trailers, equipment, and vocational assets.

**DMV & Title Services:**

Tag and title coordination across state lines, with direct submission to appropriate agencies.

**4. Ordering & Fulfillment**

Orders can be placed through:

Dedicated Hendrick government account reps

Online catalog or via cooperative contract tools

Factory builds or in-stock inventory with fast delivery timelines

We offer flexible delivery options:

Drop-shipped to agency or upfit location

Phased or bulk delivery aligned with fiscal or grant cycles

Confirmation of receipt, delivery inspection, and post-delivery support

77	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Hendrick Automotive Group offers a broad spectrum of fleet and vehicle-related solutions. Below are the subcategory titles that best represent our offerings:</p> <p>New Passenger Vehicles</p> <p>New Light- and Medium-Duty Trucks</p> <p>New Cargo and Passenger Vans</p> <p>Pursuit-Rated and Emergency Response Vehicles</p> <p>Fleet-Ready Upfitted Vehicles</p> <p>Used and Certified Pre-Owned Vehicles</p> <p>Electric and Hybrid Vehicle Solutions</p> <p>Fleet Financing and Municipal Leasing Options</p> <p>Fleet Lifecycle Consulting and Replacement Planning</p> <p>Vehicle Trade-In and Disposal Services</p> <p>Maintenance, Warranty, and Extended Service Programs</p> <p>Telematics and GPS Tracking Integration</p> <p>Fuel Card Programs and Usage Monitoring</p> <p>Custom Reporting Tools and Fleet Dashboards</p> <p>Title, Tag, and DMV Compliance Services</p> <p>Surplus Equipment and Auction Access</p> <p>Nationwide Vehicle Delivery and Order Fulfillment</p> <p>Hendrick's continued investment in infrastructure—including technology systems, logistics, and dealership facilities—enables us to efficiently serve entities of all sizes. With over 130 locations, 1,500+ dedicated fleet professionals, and specialized teams focused on licensing, maintenance, acquisition, IT, and government-specific accounting, we are uniquely equipped to support large-scale contract growth and performance. Hendrick holds multiple federal and state-level contracts and brings proven experience managing high-volume government programs. This operational strength positions us to help Sourcewell expand this offering nationally, ensure long-term contract sustainability, and provide best-in-class service to participating agencies.</p>
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**Table 7C: Depth and Breadth - Category 1 - All Engine Types**

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

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

Line Item	Category or Type	Offered *	Comments
78	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer one of the broadest and most comprehensive vehicle solutions portfolios in the industry through this Sourcewell RFP. We provide new and used vehicles from over 27 leading automotive brands, covering all light- and medium-duty vehicle types up to 26,000 Gross Vehicle Weight (GVW). All vehicles offered under this contract can be configured to meet the end user's specific needs, including upfitting and equipment installations—as long as they remain manufacturer-approved and do not void OEM warranty.
79	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer one of the broadest and most comprehensive vehicle solutions portfolios in the industry through this Sourcewell RFP. We provide new and used vehicles from over 27 leading automotive brands, covering all light- and medium-duty vehicle types up to 26,000 Gross Vehicle Weight (GVW). All vehicles offered under this contract can be configured to meet the end user's specific needs, including upfitting and equipment installations—as long as they remain manufacturer-approved and do not void OEM warranty.

80	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer one of the broadest and most comprehensive vehicle solutions portfolios in the industry through this Sourcewell RFP. We provide new and used vehicles from over 27 leading automotive brands, covering all light- and medium-duty vehicle types up to 26,000 Gross Vehicle Weight (GVW). All vehicles offered under this contract can be configured to meet the end user's specific needs, including upfitting and equipment installations—as long as they remain manufacturer-approved and do not void OEM warranty.
81	Light Trucks (half ton, three quarter ton, and one ton)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer one of the broadest and most comprehensive vehicle solutions portfolios in the industry through this Sourcewell RFP. We provide new and used vehicles from over 27 leading automotive brands, covering all light- and medium-duty vehicle types up to 26,000 Gross Vehicle Weight (GVW). All vehicles offered under this contract can be configured to meet the end user's specific needs, including upfitting and equipment installations—as long as they remain manufacturer-approved and do not void OEM warranty.
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	Hendrick Automotive Group is proud to offer one of the broadest and most comprehensive vehicle solutions portfolios in the industry through this Sourcewell RFP. We provide new and used vehicles from over 27 leading automotive brands, covering all light- and medium-duty vehicle types up to 26,000 Gross Vehicle Weight (GVW). All vehicles offered under this contract can be configured to meet the end user's specific needs, including upfitting and equipment installations—as long as they remain manufacturer-approved and do not void OEM warranty.
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	Hendrick Automotive Group is proud to offer one of the broadest and most comprehensive vehicle solutions portfolios in the industry through this Sourcewell RFP. We provide new and used vehicles from over 27 leading automotive brands, covering all light- and medium-duty vehicle types up to 26,000 Gross Vehicle Weight (GVW). All vehicles offered under this contract can be configured to meet the end user's specific needs, including upfitting and equipment installations—as long as they remain manufacturer-approved and do not void OEM warranty.
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	Hendrick Automotive Group is proud to offer one of the broadest and most comprehensive vehicle solutions portfolios in the industry through this Sourcewell RFP. We provide new and used vehicles from over 27 leading automotive brands, covering all light- and medium-duty vehicle types up to 26,000 Gross Vehicle Weight (GVW). All vehicles offered under this contract can be configured to meet the end user's specific needs, including upfitting and equipment installations—as long as they remain manufacturer-approved and do not void OEM warranty.
85	Conventional Internal Combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer one of the broadest and most comprehensive vehicle solutions portfolios in the industry through this Sourcewell RFP. We provide new and used vehicles from over 27 leading automotive brands, covering all light- and medium-duty vehicle types up to 26,000 Gross Vehicle Weight (GVW). All vehicles offered under this contract can be configured to meet the end user's specific needs, including upfitting and equipment installations—as long as they remain manufacturer-approved and do not void OEM warranty.
86	Natural gas, propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer one of the broadest and most comprehensive vehicle solutions portfolios in the industry through this Sourcewell RFP. We provide new and used vehicles from over 27 leading automotive brands, covering all light- and medium-duty vehicle types up to 26,000 Gross Vehicle Weight (GVW). All vehicles offered under this contract can be configured to meet the end user's specific needs, including upfitting and equipment installations—as long as they remain manufacturer-approved and do not void OEM warranty.
87	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer one of the broadest and most comprehensive vehicle solutions portfolios in the industry through this Sourcewell RFP. We provide new and used vehicles from over 27 leading automotive brands, covering all light- and medium-duty vehicle types up to 26,000 Gross Vehicle Weight (GVW). All vehicles offered under this contract can be configured to meet the end user's specific needs, including upfitting and equipment installations—as long as they remain manufacturer-approved and do not void OEM warranty.

**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 checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer a wide selection of electric vehicles (EVs) and electric propulsion systems through this Sourcewell RFP. We represent over 27 OEM brands, including leading EV manufacturers such as Chevrolet, Ford, Toyota, Hyundai, and others—offering battery electric, plug-in hybrid, and hybrid-electric vehicles across multiple classes up to 26,000 GVW. All electric vehicle solutions provided under this contract can be configured to meet the end user's operational and upfitting needs, as long as modifications are manufacturer-approved and do not void OEM warranties.
89	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer a wide selection of electric vehicles (EVs) and electric propulsion systems through this Sourcewell RFP. We represent over 27 OEM brands, including leading EV manufacturers such as Chevrolet, Ford, Toyota, Hyundai, and others—offering battery electric, plug-in hybrid, and hybrid-electric vehicles across multiple classes up to 26,000 GVW. All electric vehicle solutions provided under this contract can be configured to meet the end user's operational and upfitting needs, as long as modifications are manufacturer-approved and do not void OEM warranties.
90	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer a wide selection of electric vehicles (EVs) and electric propulsion systems through this Sourcewell RFP. We represent over 27 OEM brands, including leading EV manufacturers such as Chevrolet, Ford, Toyota, Hyundai, and others—offering battery electric, plug-in hybrid, and hybrid-electric vehicles across multiple classes up to 26,000 GVW. All electric vehicle solutions provided under this contract can be configured to meet the end user's operational and upfitting needs, as long as modifications are manufacturer-approved and do not void OEM warranties.
91	Light Trucks (half ton, three quarter ton, and one ton)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer a wide selection of electric vehicles (EVs) and electric propulsion systems through this Sourcewell RFP. We represent over 27 OEM brands, including leading EV manufacturers such as Chevrolet, Ford, Toyota, Hyundai, and others—offering battery electric, plug-in hybrid, and hybrid-electric vehicles across multiple classes up to 26,000 GVW. All electric vehicle solutions provided under this contract can be configured to meet the end user's operational and upfitting needs, as long as modifications are manufacturer-approved and do not void OEM warranties.
92	Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer a wide selection of electric vehicles (EVs) and electric propulsion systems through this Sourcewell RFP. We represent over 27 OEM brands, including leading EV manufacturers such as Chevrolet, Ford, Toyota, Hyundai, and others—offering battery electric, plug-in hybrid, and hybrid-electric vehicles across multiple classes up to 26,000 GVW. All electric vehicle solutions provided under this contract can be configured to meet the end user's operational and upfitting needs, as long as modifications are manufacturer-approved and do not void OEM warranties.
93	Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer a wide selection of electric vehicles (EVs) and electric propulsion systems through this Sourcewell RFP. We represent over 27 OEM brands, including leading EV manufacturers such as Chevrolet, Ford, Toyota, Hyundai, and others—offering battery electric, plug-in hybrid, and hybrid-electric vehicles across multiple classes up to 26,000 GVW. All electric vehicle solutions provided under this contract can be configured to meet the end user's operational and upfitting needs, as long as modifications are manufacturer-approved and do not void OEM warranties.
94	Vehicles of the types and classifications in 88-91 above with upfitting designed for Service Body and Utility Bed for Light Truck	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hendrick Automotive Group is proud to offer a wide selection of electric vehicles (EVs) and electric propulsion systems through this Sourcewell RFP. We represent over 27 OEM brands, including leading EV manufacturers such as Chevrolet, Ford, Toyota, Hyundai, and others—offering battery electric, plug-in hybrid, and hybrid-electric vehicles across multiple classes up to 26,000 GVW. All electric vehicle solutions provided under this contract can be configured to meet the end user's operational and upfitting needs, as long as modifications are manufacturer-approved and do not void OEM warranties.

## 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](#) - Sourcewell- Hendrick Automotive Group.xlsx - Tuesday August 12, 2025 07:22:35
  - [Financial Strength and Stability](#) - Hendrick Auto Group- Stability Layout.pdf - Friday August 01, 2025 14:30:47
  - [Marketing Plan/Samples](#) - Sourcewell Marketing Plan.pdf - Monday August 04, 2025 13:37:23
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Sample Hendrick Quote for Sourcewell.pdf - Tuesday August 12, 2025 07:52:21
  - Requested Exceptions (optional)
  - Upload Additional Document (optional)

## 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. - Joseph Nunn, Corporate Government Sales Manager, Hendrick Automotive Group

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