



Solicitation Number: RFP #031224

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Element Fleet Corporation, 10200 Grand Central Avenue, Suite 400, Owings Mills, MD 21117 (Supplier).

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

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires May 13, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances and upon written agreement by Supplier.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's in-network third-party or direct service providers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

Supplier of rights or obligations at the transactional level with Participating Entities being undertaken for financing purposes.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

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

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

Minimum limits:

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

In accordance with Section 6B above, additional insurance requirements for a Participating Entity with respect to the Supplier, including, but not limited to a requirement that auto liability insurance coverage for leased vehicles is the primary responsibility of the Participating Entity, may be negotiated with the Participating Entity upon credit and insurance review by Supplier.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Any federal contractor or sub-contractor regulations or requirements will be negotiated separately between Supplier and Participating Entity, if such Participating Entity deems inclusion of such terms necessary in the transaction documentation.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Element Fleet Corporation

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/10/2024 | 7:43 PM CDT

DocuSigned by:
Michael Hilliard
4941C3C316E6460...

By: _____
Michael Hilliard
Title: Assistant General Counsel

Date: 6/10/2024 | 4:02 PM CDT

RFP 031224 - Garage and Fleet Services

Vendor Details

Company Name: Element Fleet Corporation
Does your company conduct business under any other name? If yes, please state: Minnesota
Address: 9350 Excelsior Boulevard
Suite 400
Hopkins, MN 55343
Contact: Ken Fosina
Email: kfosina@elementcorp.com
Phone: 415-531-5574
Fax: 952-412-4235
HST#: 36-2774566

Submission Details

Created On: Wednesday January 24, 2024 17:04:00
Submitted On: Thursday March 07, 2024 07:05:48
Submitted By: Natalie Grmusa
Email: ngrmusa@elementcorp.com
Transaction #: 679f804f-bb2f-4be1-aaf2-b707f1605ea1
Submitter's IP Address: 72.166.171.194

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Element Fleet Management Corp.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	In the U.S.: Element Fleet Corporation In Canada: Element Fleet Management Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DBA: Element Fleet Management
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Corporate DUNS Number: 24-563-5441
5	Proposer Physical Address:	U.S.: 10200 Grand Central Avenue, Suite 400 Owings Mills, MD 21117 US Canada: 4 Robert Speck Parkway, Unit 900 Mississauga, ON CA L4z1s1
6	Proposer website address (or addresses):	https://www.elementfleet.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael Hilliard Assistant General Counsel 10200 Grand Central Avenue, Suite 400 Owings Mills, MD 21117 US (410) 901-7181 Mhilliard@elementcorp.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bill Collins Sales Director, Government 10200 Grand Central Avenue, Suite 400 Owings Mills, MD 21117 US (347) 574-0838 WCollins@elementcorp.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Natalie Grmusa Business Development Representative, Government 4 Robert Speck Parkway, Suite 900 Mississauga ON L4Z 1S1 (437) 223-9682 NGrmusa@elementcorp.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Element is dedicated to helping our clients manage their business vehicles more effectively. Comprised of numerous major fleet companies acquired by Element Financial Corporation between 2012 and 2015 (TLS Fleet, PHH Arval and GE Capital Fleet Services U.S., Canada, Mexico, New Zealand and Australia), Element is one of the world's leading fleet management companies, managing more than \$16 billion in assets. We provide a broad range of services, diversified capital funding sources, advisory expertise, and innovation to support fleet needs across many asset classes and types.</p> <p>Element Fleet Management was founded in 2007 as Element Financial Corporation, an independent financial services company that originated, co-invested in, and managed asset-based financings and related services programs. Through solid business execution and a series of transformational acquisitions, Element Financial had over \$25 billion in assets by the end of 2015. On February 16, 2016, the board of directors of Element Financial approved a plan to separate Element Financial into two publicly traded companies: ECN Capital Corp. and Element Fleet Management Corp. The separation became effective on October 3, 2016. As a result of the Separation Transaction, Element Fleet has been established as the world's largest publicly traded fleet management company.</p> <p>Working with our strategic partner Arval in Europe, the Element-Arval Global Alliance is a leading provider of outsourced fleet management solutions in 56 countries worldwide.</p>	*
11	What are your company's expectations in the event of an award?	We expect to work closely with Sourcewell to leverage the contract award and market our capabilities to Participating Entities. We will demonstrate the value of partnering with Element to create a customized fleet solution to address each Sourcewell's Participating Entities needs and goals.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Element Fleet Management (TSX:EFN) is the largest pure-play automotive fleet manager in the world, serving over 1.5 million vehicles under management, or over 5,500 clients across the globe. Element completed a 27-month client-focused transformation program in early 2021, successfully executing on the three strategic pillars we set out:</p> <ul style="list-style-type: none"> • Solidifying the company's core operating platform and client relationships • Strengthening and deleveraging our balance sheet • Divesting of all non-core assets <p>During this transformation, Element deleveraged the balance sheet from over 9x to sub-6x tangible leverage and eliminated or replaced over \$1 billion of high-cost hybrid instruments from our capital structure, greatly strengthening Element's financial position and maturing the capital structure. As a result of this transformation, Element is now a BBB-rated investment grade company with approximately \$16 billion in assets under management. Element has access to a diversity of funding sources (including the fleet ABS market, the syndication market and the U.S. unsecured debt market) and boasts over \$2 billion of contractually committed, undrawn liquidity, allowing us to put our balance sheet to work for our clients.</p> <p>Complete details and copies of financial statements are available through our website: www.elementfleet.com/investors.</p>	*
13	What is your US market share for the solutions that you are proposing?	Element treats the U.S. and Canada together as a single market for our services. Based on an exhaustive cross-functional exercise of sizing and mapping the entire North American market for fleet management services, we can say confidently that Element has approximately 40% of the U.S.-plus-Canada market.	*
14	What is your Canadian market share for the solutions that you are proposing?	Element is neither a distributor/dealer/reseller or manufacturer we are a financier for leasing fleet vehicles and re-biller for services. Element Fleet Management is solely responsible for the management of Sourcewell's Participating Entities fleet program. We align with third party partners only if and when it enhances our current offerings. For example, Element has aligned with a third party for our Tolls & Violation Program in both Canada and the US.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Element is neither a distributor/dealer/reseller or manufacturer we are a financier for leasing fleet vehicles and re-biller for services. Element Fleet Management is solely responsible for the management of Sourcewell's Participating Entities fleet program. We align with third party partners only if and when it enhances our current offerings. For example, Element has aligned with a third party for our Tolls & Violation Program in both Canada and the U.S.</p>	*
17	<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>Our maintenance department has received the National Institute for Automotive Service Excellence's (ASE) Blue Seal of Excellence award for 15 consecutive years. This award honors organizations whose technicians continually strive for increased quality and expertise. Our Managed Maintenance Service Technicians have ASE certification and Inter-Provincial technician licenses.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not applicable.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2023</p> <ul style="list-style-type: none"> • 2023 Element awarded the Geotab Innovation Award for Electric Vehicle Innovation • 2023 EcoVadis Silver Medal, placing Element in the top 25% of companies assessed • 2023 SSCA Sustainable Supply Chain Case Study Award • Johnson Controls Sustainability Supplier Leadership Award • 2023 CSR Certification by Empresa Socialmente Responsable and CMFI • Element received three prestigious awards at the IR Magazine Canada 2023 Event: • Best overall investor relations (mid-cap) – Element Fleet Management Corp (EFN:CA) • Best investor relations officer (mid-cap) – Michael Barrett, VP of IR & Investments • Best IR by a small or mid-cap senior management team – Jay Forbes, FCPA FCA, [former] CEO & Frank Ruperto, CFO <p>2022</p> <ul style="list-style-type: none"> • 2022 Element ranked in top 7% of 226 Canadian companies in 2022 Globe and Mail Board Games • 2022 EcoVadis Silver Medal, placing in the top 25% of companies assessed by EcoVadis • 2022 x2 Gallagher named Element a Best-in-Class employer, scoring in the top quartile for optimizing employee and organizational wellbeing. • 2022 JCI Supplier Leadership Award in Diversity (3rd consecutive year) • 2022 ESR (Empresa Socialmente Responsable/ Socially Responsible Company) in Mexico • 2022 Great Place to Work Mexico Certification (49th place) achievement for "Best Places to Work in 2022" • 2022 Great Place to Work Mexico Certification (31st place) achievement for "Best CEO's in México" <p>2021</p> <ul style="list-style-type: none"> • 2021 Tie for First for the Globe and Mail's Annual Board Games • 2021 ESR (Empresa Socialmente Responsable/ Socially Responsible Company) In Mexico • 2021 EcoVadis Silver Medal, placing in the 85th percentile • 2021 R.J. Reynolds Leadership Award for Supplier Diversity • 2021 JCI Supplier Leadership Award in Diversity • 2021 Cigna Well-being Award • 2021 Great Places to Work Mexico Certification (5th place) and 5th place achievement in "Best Companies to work at during challenging times." <p>2020</p> <ul style="list-style-type: none"> • 2020 Advance Auto Parts Strategic Partner of the Year Award - recognizing the supplier who provided a competitive advantage by exceeding cost performance goals • 2020 INA Towing Award for global commitment to innovative solutions, delivering safety and extraordinary service within the industry • 2020 Johnson Controls Diversity Recognition Leadership Award <p>2019</p> <ul style="list-style-type: none"> • 2019 Cushman & Wakefield Innovation & Continuous Improvement Award
20	What percentage of your sales are to the governmental sector in the past three years	Complete details and copies of financial statements are publicly available through our website: https://www.elementfleet.com/about-us/investor-relations/financial-reports .
21	What percentage of your sales are to the education sector in the past three years	Complete details and copies of financial statements are publicly available through our website: https://www.elementfleet.com/about-us/investor-relations/financial-reports .
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently have cooperative purchasing contracts with Sourcewell, 791, Kinetic GPO and Equalis.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Element currently does not hold any GSA or Standing Offers and Supply Arrangements.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Gainesville, FL	Barbara Beck	(352) 393-8264	*
State of Maryland	Joseph Consoli	(410) 260-6400	*
Lufkin Industries	Tyler O'Mally	(832) 835-4828	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Maryland	Government	Maryland - MD	Element provides various fleet management services including, maintenance programs, collision, safety, and TCO management advisory services.	1000s of transactions of various \$ values	\$5MM plus	*
Province of Newfoundland and Labrador	Government	NL - Newfoundland and Labrador	Element provides various fleet management services including fuel, maintenance programs, and TCO management advisory services.	1000s of transactions per month	\$5MM plus	*
State of Washington	Government	Washington - WA	Collision Management & Safety	1000s of claims of various \$ values	\$3MM plus	*
Salvation Army, Canada	Government	ON - Ontario	Leasing & Services	1000	\$1.1MM plus	*
Canadian Red Cross Society	Government	ON - Ontario	Leasing & Services	400+	\$0.5MM	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	Element has national coverage in North American.	*
27	Dealer network or other distribution methods.	<p>Maintenance Network</p> <p>Our maintenance services network provides you with conveniently located full-service support to ensure your drivers experience the highest degree of timeliness and quality of service. Our fleet-minded maintenance providers provide everything from preventive maintenance to unscheduled and complex repairs, including warranty and post-warranty service.</p> <p>In the U.S., our maintenance network includes over 32,000 national account vendors, such as Goodyear, Firestone, Michelin (and its subsidiaries), Pep Boys, Midas, Monro, Jiffy Lube, Valvoline Instant Oil Change, and over 19,000 dealerships and independent repair garages.</p> <p>In Canada, we partner with more than 3,500 national account vendors, such as Bridgestone/Firestone, Goodyear, Michelin, Canadian Tire, Kal Tire, Mr. Lube, AAMCO Transmission, Fountain Tire, Midas, Uniroyal/B.F. Goodrich, and over 6,400 contracted independent garages and dealerships in our repair provider network.</p>	*
28	Service force.	Element has national coverage in North American.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our North American online platform enhances the entire ordering experience - from initial consultation through unit activation. Available through our online platform, Xcelerate, our ordering technology provides:</p> <p>One secure, online ordering platform in North America for cars and all classes of trucks: All order functions are streamlined onto one screen. The system provides robust, real-time visibility into key aspects of the ordering process, including replacement plans, policies, a wide variety of order status events, and more. Links to Price and Spec resources make it easy to research and compare vehicles without leaving the ordering screen.</p> <p>Upfront validation at each step of the order process to ensure accuracy: The online ordering platform validates each step of the order process to ensure accuracy. The system's business-rules engine automates client-specific exceptions and needs, decreasing order processing time while increasing accuracy.</p> <p>Centralized management of incentives/concessions, price protection, and driver paid option policies: Your FPS Partner and New Vehicle Acquisition Consultant will collaborate with Sourcewell's Participating Entities to develop selector and replacement plans for each model year, integrating your policies and creating order profiles in the system.</p> <p>Engagement of motor companies, dealers, upfitters, and regulatory services: Motor company information that could impact your fleet is updated and communicated year-round. Element also has consultative online tools including replacement decision toolkits, lifecycle cost models, new model year information and side-by-side vehicle comparisons.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Account Executive Our highly experienced Account Executives have a complete understanding of all aspects of the fleet industry and are well versed in financial, accounting, and other business disciplines.</p> <p>Strategic Advisors (SAS) Your Advisor finds the optimal mix of fuel, maintenance, safety and accident management services, as well as other best-in-class fleet solutions. They continuously measure and monitor fleet performance to ensure alignment with efficiency goals and strategic objectives Fleet Partnership Solutions (FPS) Partner</p> <p>Fleet Partnership Solutions (FPS) Partner Our outsourced fleet management program can be tailored to provide precisely the level of support you want, from day-to-day administration to strategic planning and project management to full fleet outsourcing where we serve as your fleet manager. Our dedicated team of experts can develop, manage and execute on your strategic plans, helping you save time and money. We'll keep your fleet on the road so you can focus on your business.</p> <p>Customer Support Center In addition to the client support team, we provide support to your drivers through our Customer Care Center (CCC). Drivers receive a toll-free number where they can request information and receive answers about their fleet vehicles.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Element provides services in all 50 states and Puerto Rico and would do so if awarded the contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Element provides services in the Canadian provinces and would do so if awarded the contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Element services the United States, Canada and Puerto Rico.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Element Fleet Management is the largest publicly traded pure-play automotive fleet manager, providing the full range of fleet services and solutions to a growing base of loyal, world-class clients across the U.S. and Canada.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Element Fleet Management is the largest publicly traded pure-play automotive fleet manager providing the full range of fleet services and solutions to a growing base of loyal, world-class clients across the U.S. and Canada.	*

36	Describe the scalability of your company's offering in relation to size, scope, locations, and services.	Element Fleet Management is the largest publicly traded pure-play automotive fleet manager providing the full range of fleet services and solutions to a growing base of loyal, world-class clients across the U.S. and Canada.
37	Describe your process for incorporating additional service locations (whether owned, franchised, or third-party), including details around screening, selection, and retention.	Element Fleet Management is the largest publicly traded pure-play automotive fleet manager providing the full range of fleet services and solutions to a growing base of loyal, world-class clients across the U.S. and Canada.

Table 7: Marketing Plan

Line Item	Question	Response *
38	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Element's marketing plan will embrace:</p> <ul style="list-style-type: none"> • Market Awareness activities including Press Release, Update to our public sector solutions webpage, tradeshow signage and sharing of success stories • Strategic Marketing activities including email campaigns sharing monthly trends from our Strategic Consulting group and educational webinars • Sales Enablement activities including ongoing sales training, and sales collateral <p>Please refer to "Sourcewell Marketing Timeline" uploaded to the document section of the bid portal.</p>
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Element continually optimizes the breadth and sophistication of technology and metadata used to enhance marketing effectiveness across organic, earned, and paid media channels. Our multichannel approach focuses on delivering content to our clients and prospective clients relevant to their fleet type, size, industry, and job function.</p> <p>Digital strategies include social media (LinkedIn, YouTube, Facebook, Twitter) to increase awareness of our brand and value proposition and targeted email campaigns. In both instances we strive to amplify the reach of our digital content which includes market insights and thought leadership brought to life in varying formats – including blogs, infographics, dynamic images, and interactive online tools. Additional digital channels include banners ads both within our client portal (Xcelerate) and external websites relevant to fleet professionals.</p>
40	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Government entities look to Sourcewell as a trusted resource for simplifying the purchasing and procurement process. In particular, Sourcewell essentially removes the daunting bid process which is often riddled with inefficiencies and redundancies for public sector professionals. As such, Sourcewell represents Element's cooperative contract of choice. Similarly, Element Fleet Management's proven record of accomplishment for delivering services and solutions with a high standard of ethics and integrity which is synonymous with Sourcewell's reputation.</p> <p>Our expectation of a Sourcewell-awarded contact is to expand awareness of Element's ability to help government entities and public sector professionals meet their operating goals – including financial optimization and resource optimization. It is our hope that Sourcewell will furnish good-faith comarketing opportunities across digital (website, e-newsletters, etc.) and analog channels (trade shows, member mailings, etc.). When possible, we also request access to membership lists for targeted engagements relevant to specific segments and sub-segments of your members.</p> <p>Element's sales and marketing teams will integrate a Sourcewell partnership into our overall public sector marketing strategy. This includes use of the Sourcewell logo and name on the Element Public Sector solutions page, thought leadership content (reports, white papers, etc.), and sales collateral. Element will also continually explore opportunities to embed Sourcewell into our media and events strategy – including industry panels and client testimonials. Finally, Element welcomes direct-referrals from Sourcewell and opportunities to engage with Sourcewell members at tradeshows, conferences, and member-only events.</p>
41	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>To best service our clients, our Client Technology Services team provides telephone and email support. In addition to training on-demand videos, in-context support and guidance is available throughout our online web portal, which houses an e-Learning capability designed to provide support when you need it, 24/7. Our interactive Help section provides comprehensive content organized by logical topics. Finally, Xcelerate has interactive, step by step guidance within the functional areas of the site.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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42	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.	To best service our clients, our Client Technology Services team provides telephone and email support. In addition to training on-demand videos, in-context support and guidance is available throughout our online web portal, which houses an e-Learning capability designed to provide support when you need it, 24/7. Our interactive Help section provides comprehensive content organized by logical topics. Finally, Xcelerate has interactive, step by step guidance within the functional areas of the site.
43	Describe any technological advances that your proposed products or services offer.	<p>Element's client portal, Xcelerate, leverages the latest technologies to provide access to actionable data. Key features include:</p> <ul style="list-style-type: none"> • Easily accessible: Digital platform with actionable intelligence. • Intuitive: Seamless, integrated data experiences. • Simple and personalized: Sourcewell's Participating Entities can tailor the interface to best manage your fleet. • Robust reporting capabilities: Reporting tools generate reports quickly and easily and support simple report creation, exporting, custom filtering, sharing, and scheduling. • Responsive design: Enhanced technology provides users with an optimal viewing experience from any device. • Exception identification: Exception reporting and dashboards provide quick access to actionable data, allowing you to address outliers. The tool specifically allows for customized thresholds to be set to track exceptions, email exceptions to managers/drivers, and perform trend analysis throughout history. <p>At a functional level, users can access:</p> <ul style="list-style-type: none"> • Cost-saving analysis: The greatest benefit of our information system is simple, electronic access to your data to identify areas to save money. • North American ordering platform: Our platform offers centralized, online ordering functionality with effective integration of client policies. This program also offers increased visibility into status events, reduces cycle time, and increases order accuracy. • Fleet data at your fingertips: You have access to data whenever you need it, available at the unit-level or summarized, for the time you require, and in the format you prefer. Fleet managers have access to details such as maintenance history and fuel purchases, providing complete flexibility to create customized reports and download data for further use. You can update units and drivers with a simple click of a button, and support the driver's experience with integrated guided flows for all related on-boarding actions. <p>Xcelerate for Drivers is a mobile application that allows users to access fleet information from their device at any time, enabling drivers in the field to access Element services and resources as well as complete vehicle and driver tasks normally performed on a desktop PC.</p>
44	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In 2020, Element developed a formal Environmental, Social, Governance (ESG) Strategy, that is aligned to our Balanced Scorecard, the management tool that Element uses to focus our team on achieving our strategic priorities. Our ESG Strategy is based on four key pillars: Sustainability, Diversity & Inclusion, Satisfaction & Safety, and Governance. Element has developed clear ESG objectives and metrics on which to measure our success. Through our sustainability pillar, there are a number of strategies we can implement for Sourcewell's Participating Entities to help reduce the carbon footprint.</p> <p>Element's focus on sustainability was again recognized in 2021, 2022 and 2023 with our award of a silver medal from EcoVadis.</p> <p>Some of Element's areas of focus in assisting customers to commitment to "greening" fleet includes Evaluate if/where hybrid or electric vehicles may make sense within your fleet, looking at both projected emissions reduction and impact to life cycle costs.</p> <p>Set CO2 goals: Setting a fleet-wide CO2 strategic policy is an important statement of intent for your organization and a crucial first step in minimizing your fleet's carbon footprint.</p> <p>Use navigation systems: A navigation system is a cost-effective way for drivers to ensure that they are following an efficient route, saving fuel and CO2.</p> <p>Implement telematics: Telematics track gas mileage, rate of acceleration, braking, and wear and tear on the vehicle. These data generate reports, which are used to advise clients about how to reduce fuel consumption and maintenance costs.</p> <p>Use driver training modules: Our DriverCare training includes several modules on green driving tips and techniques.</p>

45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We work with OEMs that provide three primary types of hybrid vehicles include EVs; HEVs; and PHEVs, and each is briefly described below.</p> <p>EVs (all-electric vehicles) are only powered by one or more electric motors. They receive electricity by plugging into the grid, and they store energy in batteries. They consume no petroleum-based fuel while driving and produce no tailpipe emissions.</p> <p>HEVs (hybrid electric vehicles) combine an ICE or other propulsion source with batteries, regenerative braking, and an electric motor to provide high fuel economy. They rely on a petroleum based or alternative fuel for power and are not plugged in to charge. HEV batteries are charged by the ICE (or other propulsion source) and during regenerative braking.</p> <p>PHEVs (plug-in hybrid electric vehicles) use batteries to power an electric motor, plug into the electric grid to charge, and use a petroleum based or alternative fuel to power an ICE or other propulsion source.</p>
46	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Element is proud to partner with diverse supplier councils including the National Minority Supplier Development Council (NMSDC), the Canadian Aboriginal and Minority Supplier Council (CAMSC) and Disability:IN.</p> <p>We began our supplier diversity program including client reporting on diversity spend, over 20 years ago and have/continue to build out our diverse supply chain to support local businesses. We direct more than C\$2B of our client spend through local diverse businesses. More recently, we have developed more robust data regarding the diversity of our suppliers and invested in technology, allowing us to report on how much of our client's spend is allocated to diverse and women-owned businesses.</p>
47	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>We know vehicles and equipment are an essential part of achieving your company's business goals. That's why we've invested in the best people, products and processes to help ensure your fleet is continually operating at peak efficiency.</p> <p>Strategic fleet Advisory Your fleet is unique, and so is our approach. At Element Fleet Management, our team of expert strategic advisors continuously monitors and proactively fine tunes your fleet program to deliver better value and efficiencies at every opportunity.</p> <p>Fleet technology innovation & leadership We continue to invest in game-changing tracking tools and fleet management technologies that make you, your drivers and your fleet assets more productive. Explore some of the exciting things we're working on for tomorrow and learn how we plan to get there.</p> <p>Exceptional service We're a partner that collaborates with clients to continuously drive value for their organizations. We act as an extension of your team, developing experiences that are both measurable and meaningful.</p> <p>Tailored to your needs Every fleet is unique, and every fleet management program should be unique, too. Whether you're 100% hands-on, or you want to leave everything to us, we'll design and deliver a solution that fits your needs and your fleet.</p>

<p>48</p>	<p>Describe technology and software applications used for record keeping and reporting; additionally, identify the ability to integrate with participating entity technology or software applications, as applicable.</p>	<p>Technology and Analytics: Our Service Technicians have visibility to your maintenance policies with access to previous vehicle repairs. The system alerts our technicians of repetitive repairs, identifies warranty and post-warranty opportunities, and ensures maintenance compliance. Technicians have real-time access to industry-standard pricing for maintenance repairs, which includes both parts and labor for every repair transaction type. This technology tool assists us in reducing clients' maintenance costs. Our Supervisory team has direct access to call recordings, screen captures, and speech and data analytics to ensure compliance.</p> <p>Reporting: Our online reporting tools make available in real-time all repair and maintenance transaction detail at the ATA code level, as well as a repair narrative. Maintenance data are updated within minutes of entry into our system. Sourcewell can view each vehicle's complete maintenance history and billing detail by unit level detail or in summary format.</p> <p>Online Web Portal: Xcelerate Intelligence within Xcelerate provides on-demand visibility to key maintenance trends and exceptions and provides access to:</p> <ul style="list-style-type: none"> • Relevant, actionable data, accessible from your fingertips • Key cost drivers to analyze operational trends • Multiple data points to turn information into action and make intelligent decisions for better business outcomes <p>Client Garage Management platform: The platform has a robust vehicle record, and all assets are loaded at the appropriate location within the group hierarchy. Records can be updated individually or in bulk throughout the platform. In addition, detail around asset spend, life cycle optimization, and visibility into predictive maintenance opportunities can be found in the analytics section. Element's Client Garage Management solution integrates with our client portal,</p> <p>Xcelerate and provides the following benefits:</p> <ul style="list-style-type: none"> • Intuitive functionality for maintenance stakeholder group • An efficient repair order process decreases administrative burden, provides cost control and improves repair quality • Ability to manage parts inventory and purchase orders • Advanced dashboards, reporting and analytics capabilities to drive short- and long-term maintenance optimization
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Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
49	Describe any performance standards or guarantees that apply to your services	<p>Element maintains an unrelenting dedication to our clients and in order to best achieve this, we monitor and benchmark our performance on several key metrics. Element uses a Balanced Scorecard to measure progress against our strategic priorities. The Balanced Scorecard is comprised of metrics divided into (1) Operational Effectiveness: measuring how well we are performing on the things that matter most to our clients; and (2) Operational Efficiency, measuring how efficiently we deliver the consistent superior experience our clients expect.</p> <p>Each metric of the Balanced Scorecard has a target; and with Index Scores, we determine how we're doing overall, whether we're performing above or below our targets.</p> <p>In addition, we rely on the P80 Methodology to set targets that are closely aligned to client experience. Rather than averages year-to-date, as calculated in the Index Score, P80 identifies transactions or units that fall outside of 80% of our normal operational rhythm or effectiveness. This method provides visibility to areas of improvement in order to deliver a better client experience.</p>
50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>All rent and other charges are due and payable within 10 days of the date of invoice.</p> <p>Payments must be made in U.S. dollars by direct debit, ACH/Wire from Sourcewell's Participating Entities bank account to an account specified by Element, Sourcewell's Participating Entities check submitted to the payment address specified on the invoice, or other means expressly permitted by Element.</p> <p>Payments shall be made in Canadian dollars by pre-authorized payment (PAP or Direct Debit) or electronic fund transfer from Sourcewell's Participating Entities bank account to an account specified by Element.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods.	<p>All rent and other charges are due and payable within 10 days of the date of invoice.</p> <p>Payments must be made in U.S. dollars by direct debit, ACH/Wire from Sourcewell's Participating Entities bank account to an account specified by Element, Sourcewell's Participating Entities check submitted to the payment address specified on the invoice, or other means expressly permitted by Element.</p> <p>Payments shall be made in Canadian dollars by pre-authorized payment (PAP or Direct Debit) or electronic fund transfer from Sourcewell's Participating Entities bank account to an account specified by Element.</p>

52	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Element offers a wide variety of acquisition and financing options to provide Sourcewell's Participating Entities the highest possible degree of customization and flexibility for any style of fleet. We work with each client to determine the most effective method to achieve financial objectives.</p> <p>Open-end TRAC lease We often recommend an open-end Terminal Rental Adjustment Clause (TRAC) lease, which is a financing method that combines the flexibility of ownership with the benefits of leasing. The TRAC lease can be set up as either a capital or operating lease.</p> <p>Our open-ended lease term allows you to cycle your vehicles at the most opportune times, enabling you to take advantage of changing economic conditions, market timing, manufacturer incentives, or other business needs. Open-end leases have a flexible lease term with a restriction of a one-year minimum. Sourcewell's Participating Entities can terminate the lease at any point after one year without lease penalties. Element does not assess a penalty fee for vehicles that are damaged or stolen within the first year as long as a replacement vehicle is leased through Element. Additional benefits include:</p> <ul style="list-style-type: none"> • Flexible financing and payment structures are available • Flexible accounting treatment options are available • No upfront funds are required • Centrally controlled <p>Equipment Leasing Element offers open-end equipment leasing. Clients also have the option to include these items under the master Element lease with an equipment lease supplement.</p> <p>Acquisition and Remarketing Program Element also offers an Acquisition and Remarketing program that allows clients to order and remarket vehicles through us while retaining ownership of the vehicle. This program supports self-funding for Sourcewell's Participating Entities. To support administrative efforts for this program, Element requires various powers-of-attorney and sales tax exemption certificates from Sourcewell's Participating Entities.</p> <p>As part of the program, we offer strategic advisory; vehicle selection and acquisition services; title and licensing; maintenance management; fleet management solutions; client support center; and fuel and remarketing services. Transferring vehicle-related information between Element and Sourcewell's Participating Entities is swift and effective, and allows Element to manage the title, license, and remarketing processes for your vehicles.</p> <p>As the owner of the vehicles, Sourcewell's Participating Entities recognizes any depreciation benefits and is responsible for all vehicle-related accounting and taxes.</p>	*
53	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Element's standard contracting documentation includes a Master Services Agreement outlining terms and conditions of the agreement with execution predicated on services included in the solution. Also included is the respective Service Addendum detailing the scope of work responsibilities for each service. Element is committed to taking a flexible approach to contracting with Participating Entities and would be open to utilizing other documents to the extent they provide similar terms and conditions contained in Element's standard documentation.	*
54	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?	Currently, Element does not accept credit cards for invoice payments.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
55	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.	The Element Pricing structure covers maintenance services offered through our Service Model and provides the opportunity for Element to create a strategically designed program to meet the needs of each Sourcewell's Participating Entity. As detailed in the attached "Element – Sourcewell RFP Pricing Summary", service fees are presented as either per vehicle per month, per occurrence, % discount, or per driver per month.
56	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.	Element price structure is presented as we would for a large organization where volume discounts are dependent on various factors. Element is open to discussing with Sourcewell's Participating Entities their specific requirements and how we can maximize the value of the program based on service and unit volumes.
57	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are dependent on various factors. Element is open to discussing with Sourcewell's Participating Entities their specific requirements and how we can maximize the value of the program based on service and unit volumes. Element generally provides discounts for clients utilizing their national partner network.
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Quantity or volume discounts are dependent on various factors. Element is open to discussing with Sourcewell's Participating Entities their specific requirements and how we can maximize the value of the program based on service and unit volumes
59	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.	Element has included ancillary costs related to maintenance in its pricing proposal. Element can provide its ancillary cost schedule upon request to Sourcewell and interested members.
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Our normal practice is to send items via traditional mail, with overnight services available upon request for an additional fee.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our normal practice is to send items via traditional mail, with overnight services available upon request for an additional fee.
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our normal practice is to send items via traditional mail, with overnight services available upon request for an additional fee.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	The process would be assigned to our Operational team that handles client rebates. All contracts are audited to ensure the proper rebates are recorded in our system. Rebate payments require approval from a manager at which point are reviewed for completeness and accuracy before submitting payment.
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	A few examples of internal metrics that could be measured are: Number of Participating Entities contracted, services contracted, number of units, and customer satisfaction.
66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Element is proposing a Sourcewell fee of 2% of Service fee revenue.

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

Line Item	Question	Response *
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Maintenance Services: Our maintenance advisors have the technical expertise, training, and industry experience to minimize driver downtime and to ensure your vehicles are safe and properly maintained, while reducing your maintenance costs. We deliver this service by employing certified technicians around the clock. Client Garage Management: Our Client Garage Management tool allows clients to consolidate and organize data to drive meaningful insight.
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Short term rentals: Rentals can be managed against an extended repair or service to ensure rentals are returned timely. Programs vary by supplier, so we recommend working with a program expert to ensure the most beneficial/cost effective policy is established to meet your short-term rental needs. Roadside: In the case of emergency, we know the first priority is keeping your drivers safe and your fleet cared for. Our Roadside Assistance program provides 24/7 coverage for your drivers with the capability of assisting any class vehicle anywhere in North America. Our primary service providers are chosen based on ETAs, service capabilities, service availability, and proximity to disablement location Collision Services: Our quality control appraisers review every estimate and inspect vehicle damage for cost-saving opportunities. Our licensed appraisers review all repair estimates, using advanced software and technology tools along with high-resolution digital imaging to verify the correctness of all suggested repair service charges, minimizing supplemental or unnecessary repair costs. Account Management Team: Our dedicated team of experts provides quality service and expertise in every aspect of your fleet's life cycle, ensuring that we allow you to focus on core entity responsibilities.

69	Describe available options for customization of the equipment and products offered in your proposal and any related order processes.	<p>For an additional fee, Element offers the following optional programs to supplement the core Maintenance program:</p> <ul style="list-style-type: none"> • Managed Rental: Element's Managed Rental program provides Sourcewell with a Maintenance Client Partner (MCP) to set and implement an effective short-term rental policy. Service Technicians with access to your maintenance and rental policies will determine the need for a rental, work with our preferred partner to book the rental, and monitor the process throughout the rental term. We ensure that the duration of the rental corresponds with the time required to repair the vehicle, through consistent follow-up with the repair shop to track repair ETA. • Downtime Tracking: Element's Downtime Tracking program helps ensure timely repairs to your vehicles, with escalation points should delays arise. For clients enrolled in this program, Element tracks authorized repairs from shop notification to repair completion. Upon authorization of repairs over the service card limit, an Element agent sets a systematic reminder based on the repair for follow-up with the repair facility. We can customize our electronic approval process and the management of your vehicle's downtime, according to your specific business needs. With the Downtime Tracking add-on, reporting is available via Element's Xcelerate online client portal. • Roadside Assistance: Element's Roadside Assistance program provides 24/7 coverage for your drivers with the capability of assisting any vehicle class anywhere in North America. Our primary service providers are trained in transportation fleet emergency response and will ensure your drivers are safe and expedite the process of returning them to the road. <p>Alternatively, Sourcewell can elect to incorporate the following alternate Maintenance programs:</p> <ul style="list-style-type: none"> • Client Garage Management: Element's Client Garage Management solution will provide Sourcewell efficient repair order processes to decrease administrative burden for client-owned garage operations. Sourcewell will experience better cost control and improvements in repair quality while gaining access to advanced dashboards, reporting and analytics to drive short- and long-term maintenance optimization. • Client Managed Maintenance: Element's Client Managed Maintenance program provides Sourcewell the option to leverage Element's expansive network of providers and pre-negotiated maintenance pricing without enrolling in our comprehensive Maintenance program. Sourcewell would be able to establish service card limits and escalation processes while designating select drivers or managers to authorize repairs. • Client Location Maintenance: Element's Client Location Maintenance program provides our clients tailored solutions for onsite maintenance operations. We assist with solving concerns such as minimizing unscheduled downtime, controlling and reducing costs, and maintaining compliance to sourcing technicians. • Client Repair Data Capture: Element can integrate Sourcewell's maintenance data into our systems via our Client Repair Data Capture program. Sourcewell will have the option to select API or manual data integration options to allow for trend analysis, reporting and transaction detail.
70	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Element's transport providers offer a variety of additional services such as vehicle detailing, title and licensing, open recall management, preventive maintenance, mechanical repairs and collision repairs, in addition to door-to-door pickup and turn-key delivery services. These services can be performed enroute or while the vehicle is in storage.
71	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable Federal and state requirements.	<p>Element gauges the repair feasibility we utilize the Mitchell Automotive Repair Software & Repair Shop Solutions and the Auto Integrate platform for submission and approval of work orders and invoicing, as well as other internal proprietary tools.</p> <p>Our Service Advisors have visibility to your maintenance policies with access to previous vehicle repairs. The system alerts our advisor of repetitive repairs, identifies warranty and post-warranty opportunities, and ensures maintenance compliance. Advisors have real-time access to industry-standard pricing for maintenance repairs, which includes both parts and labor for every repair transaction type. This technology tool assists us in reducing clients' maintenance costs.</p>
72	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	<p>Element gauges the repair feasibility we utilize the Mitchell Automotive Repair Software & Repair Shop Solutions and the Auto Integrate platform for submission and approval of work orders and invoicing, as well as other internal proprietary tools.</p> <p>Our Service Advisors have visibility to your maintenance policies with access to previous vehicle repairs. The system alerts our advisor of repetitive repairs, identifies warranty and post-warranty opportunities, and ensures maintenance compliance. Advisors have real-time access to industry-standard pricing for maintenance repairs, which includes both parts and labor for every repair transaction type. This technology tool assists us in reducing clients' maintenance costs.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if your proposal offers the listed types of equipment, products, and services. Provide an additional explanation in the text box provided, as necessary.

Line Item	Category or Type	Offered*	Comments
73	Preventative maintenance Services	<input type="radio"/> Yes <input type="radio"/> No	Element uses Preventive Maintenance (PM) reminders for vehicles and assets enrolled in our Maintenance program. Our network of suppliers provides the maintenance.
74	Car Wash and Detailing Services	<input type="radio"/> Yes <input type="radio"/> No	Our network of suppliers provides the car wash and detailing services.
75	Towing dispatch and Impound Lot Management with related Auction Services	<input type="radio"/> Yes <input type="radio"/> No	We do have roadside assistance available with our network of suppliers. However, we do not have impound lot management.
S J	Shop fluid disposal and recycling services	<input type="radio"/> Yes <input type="radio"/> No	Shop fluid disposal and recycling services are provided by our network of suppliers

Table 14C: Depth and Breadth of Offered Equipment Products and Services - Complementary/Incidental Offering

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

Line Item	Category or Type	Offered*	Comments
77	Parts, supplies, and accessories complementary or incidental to the services described in Line Items 73 - 76 in Table 14B above	<input type="radio"/> Yes <input type="radio"/> No	
78	Services, software, maintenance, and support complementary or incidental to the offering of the solutions described in Line Items 73 - 76 in Table 14B above.	<input type="radio"/> Yes <input type="radio"/> No	

Exceptions to Terms, Conditions, or Specifications Form

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

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

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

- [Pricing](#) - Sourcewell Maintenance Pricing.pdf - Wednesday February 28, 2024 11:00:51
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Sourcewell Marketing Timeline 2024.pdf - Wednesday February 14, 2024 08:30:49
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - Contract_Template_Garage_Fleet_Services - Element 2.6.2024.docx - Thursday March 07, 2024 06:39:34
- [Upload Additional Document](#) - Element Fleet Management Disclaimer.pdf - Thursday March 07, 2024 06:51:18

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Hilliard, Assistant General Counsel, Element Fleet Corporation

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 8 Garage and Fleet Services RFP 031224 Mon March 4 2024 04:06 PM	<input checked="" type="checkbox"/>	1
Addendum 7 Garage and Fleet Services RFP 031224 Thu February 15 2024 02:34 PM	<input checked="" type="checkbox"/>	2
Addendum 6 Garage and Fleet Services RFP031224 Tue February 13 2024 02:59 PM	<input checked="" type="checkbox"/>	1
Addendum 5 Garage and Fleet Services RFP 031224 Mon February 12 2024 03:39 PM	<input checked="" type="checkbox"/>	1
Addendum 4 Garage and Fleet Services RFP 031224 Tue February 6 2024 03:03 PM	<input checked="" type="checkbox"/>	1
Addendum 3 Garage and Fleet Services RFP 031224 Thu January 25 2024 03:20 PM	<input checked="" type="checkbox"/>	2
Addendum 2 Garage and Fleet Services RFP 031224 Wed January 24 2024 03:19 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Garage and Fleet Services RFP 031224 Tue January 23 2024 02:52 PM	<input checked="" type="checkbox"/>	1