

## **CONTRACT FOR VEHICLE ACCIDENT MANAGEMENT SERVICES**

THIS CONTRACT (“Contract”) is entered into this 10th day of May, 2023, between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and Element Fleet Corporation, a Delaware corporation registered to do business in Florida (“CONTRACTOR”).

WHEREAS, the City issued a Request for Proposals for vehicle accident management services, including accident reporting, collision repairs, and handling third party claims (the “RFP”);

WHEREAS, Contractor submitted a Response to the Request for Proposals, and the parties desire to enter into an agreement for Contractor to perform the services.

NOW, THEREFORE, in consideration of the foregoing premises and covenants contained herein, the parties agree as follows:

### **1. SCOPE OF SERVICES / CONTRACT DOCUMENTS.**

The CONTRACTOR shall furnish the vehicle accident management services as provided by the following enumerated Specifications and Documents (“Contract Documents”), attached and made a part of this Contract described in the Request for Qualifications referenced below:

- 1) Any modifications to this Contract.
- 2) This Contract, including Exhibits
- 3) Addendum #2 to the RFP dated July 18, 2022
- 4) Addendum #1 to the RFP dated July 6, 2022
- 5) Proposal of Element Fleet Corporation for Vehicle Accident Management Services dated July 26, 2022, less and except the last page 48 of the Redacted Proposal titled “RFP Disclaimer”, and less and except the following documents:
  - (i) Element Legal Response to the City of Gainesville RFP (excel document) that was submitted along with Element’s response to the RFP.
  - (ii) Element Legal Response to the City of Gainesville Sample Contract that was submitted along with Element’s response to the RFP.
  - (iii) The Master Services Agreement that was submitted along with Element’s response to the RFP.
- 6) City of Gainesville Request For Proposal# FMDX-230005-DS dated June 29, 2022

In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

### **2. EFFECTIVE DATE / TERM OF AGREEMENT.**

The Contract shall commence upon execution and shall continue through September 30, 2024, unless earlier terminated in accordance with sections 14, 15 or 16, below. However, the parties may agree to extend the term of this Contract for three (3) additional 12-month periods.

Beyond these extensions, the Contract may be extended by mutual agreement of the parties for an additional six (6) months to allow for completion of a new solicitation.

### **3. NONEXCLUSIVE CONTRACT.**

Nothing in this Contract shall be construed to prohibit the CITY from awarding, authorizing, or directing work to be performed, whether identified in this Agreement or otherwise, to Contractors other than CONTRACTOR.

### **4. STANDARD OF CARE; PERSONNEL.**

- a. Throughout this Agreement, “Work” shall mean any activity involving effort done in order to achieve a purpose or result requested in the scope which is performed directly and solely by CONTRACTOR, which includes any services performed by the CEI Group, LLC, a limited liability company organized under the laws of the Commonwealth of Pennsylvania (“CEI”), which is a wholly owned subsidiary of CONTRACTOR, and shall not include any work or services performed by any Third Party Provider. For purposes of this Contract, “Third Party Provider” shall mean a third-party entity (i) who provides direct fleet services (including but not limited to providers of maintenance services, repair services, auto parts, tow and transport services, fuel and fueling services) for CITY vehicles under this Contract and (ii) that is not under the control or supervision of CONTRACTOR. Any reference to “subcontractors” and/or “agents” herein shall not include Third Party Providers.
- b. All Work, materials, systems, or operations specified by reference to standard trade specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.
- c. If the failure to meet these standards results in deficiencies, the CONTRACTOR shall furnish, at its own cost and expense, the corrections necessary to correct such deficiencies. If the CONTRACTOR refuses to correct the deficiencies to the CITY’s satisfaction, the CITY may, at its discretion, terminate the Agreement. Nothing in this paragraph will preclude the CITY from pursuing all available remedies.
- d. CONTRACTOR will assign only competent and skilled workers and agents to perform the Work. All of CONTRACTOR’S personnel, subcontractors, or agents engaged in any of the Work performed pursuant to this Contract are under CONTRACTOR’S sole direction, supervision and control at all times and in all places. CONTRACTOR’S employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. CONTRACTOR and its employees cannot represent, act, or be deemed to be an agent or employee of CITY.

- e. Failure of CONTRACTOR for any reason to staff the Work under this Contract with qualified personnel to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.
- f. CONTRACTOR is responsible for providing and paying expenses for all labor, tools, equipment, and materials related to the Work, other than those expenses the CITY will pay directly as specified in the Specifications and Proposal. All project related requirements must be of high quality, in good working condition, and conducive for the particular task.
- g. CONTRACTOR shall review Third Party Providers as specifically stated in Exhibit 1 attached hereto.
- h. CITY will select the vehicles for which CITY requires CONTRACTOR to perform vehicle accident management services. CITY will designate trailers or other equipment separately from other vehicles and CITY agrees that each trailer will be assigned its own unit number. CITY will provide CONTRACTOR with any authorities or powers of attorney required by CONTRACTOR in the performance of the Services. CITY will provide CONTRACTOR with any information or materials it may reasonably request related to any collision and estimate of damage.

## **5. WARRANTY/GUARANTEE; REPRESENTATIONS.**

- a. CITY agrees that CONTRACTOR: (i) is a rebiller for goods and services CITY purchases either directly or indirectly from any Third Party Providers pursuant to this Contract; (ii) is not the designer, manufacturer, distributor or provider of such Third Party Provider goods and services; (iii) has not made and makes no representation or warranty, express or implied, with respect to any goods or services from Third Party Providers, including any warranty of merchantability or fitness for a particular purpose; and (iv) has no duty to warn CITY or any Third Party Provider about the condition, operation or use of any vehicle or the appropriateness or practices of any CITY driver (defined as an employee/officer of the CITY) (except as otherwise expressly provided in any addendum). CITY agrees to look solely to the Third Party Provider, manufacturer or distributor of such Third Party Provider goods and services and hereby waives any and all claims, including product liability claims, against CONTRACTOR.
- b. CONTRACTOR hereby assigns or transfers to CITY any assignable or transferable warranties, guarantees, and indemnities from Third Party Providers in accordance with applicable laws. CONTRACTOR will cause Third Party Providers in its maintenance network to warrant and guarantee repair workmanship of vehicles for the life of the vehicle. CONTRACTOR will cause its contract with Third Party Providers in its maintenance network to warrant and guarantee all parts, paint, and materials free of defects for a period of 30 months. CONTRACTOR agrees to assist in remedying promptly, and without cost to CITY, any defective materials or workmanship of Third Party Providers which appear within the stated warranty period. No provision contained

in the Specifications shall be interpreted to limit CONTRACTOR's liability for defects. This clause will survive termination of this Contract.

- c. CITY acknowledges that (i) all Third Party Providers of goods or services under this Contract are independent contractors and not agents or employees of CONTRACTOR; (ii) unless specifically stated in Section 4(g) above, CONTRACTOR has no right or duty to inspect or review personnel qualifications, or otherwise screen Third Party Providers' facilities, personnel or work performed by Third Party Providers' personnel; (iii) information contained in some of the reports prepared in connection with the services may be based upon statements and representations of CITY or its drivers or their designees (e.g. odometer readings and vehicle condition reports); (iv) in providing the services, CONTRACTOR relies on the advice of and information from the Third Party Providers and other third parties as well as CITY's policies and procedures as communicated to CONTRACTOR from time to time; and (v) CONTRACTOR does not and cannot guarantee the accuracy of information reported or provided by third parties and/or CITY (or its drivers or designees).
- d. CONTRACTOR warrants that the Work provided to the CITY pursuant to this Contract shall at all times fully conform to the specifications set forth in the Solicitation and be of the highest quality. In the event the CITY, in the CITY's sole discretion, determines that any services supplied pursuant to the Contract do not conform to the specifications set forth in the Solicitation, the City reserves the right to unilaterally cancel an order or terminate this Contract upon written notice, and an opportunity to cure if applicable, to the CONTRACTOR, and reduce commensurately any fee due the CONTRACTOR.
- e. CONTRACTOR agrees that pursuant to any contracts or agreements with Third Party Providers, as it specifically relates to the services being provided by such Third Party Provider, that the Third Party Provider will carry the proper insurance, that the Third Party Provider shall provide the warranty on the goods and services being provided as stated in paragraph 5(b), that the Third Party Provider will indemnify the CITY for the services being performed, and that the Third Party shall ensure that the vehicle is safely stored. With respect to contracts between CONTRACTOR or CEI and the Third Party Provider, the CITY is considered a customer of CONTRACTOR and CEI.

## 6. COMPENSATION

a. The CITY shall compensate the CONTRACTOR for services performed in accordance with the costs set forth in the price proposal included in CONTRACTOR's Proposal and attached hereto as Exhibit 3.

b. Invoicing. CONTRACTOR is responsible for invoicing CITY for Work performed pursuant to this Contract and for any and all third-party expenses paid on behalf of CITY as set forth in Section 6(e) below. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, CITY Project Manager, job start date, job completion date or other pertinent information. Itemized invoice(s) must be emailed to [FM\\_invoices@gainesvillefl.gov](mailto:FM_invoices@gainesvillefl.gov) and [beckbj@gainesvillefl.gov](mailto:beckbj@gainesvillefl.gov).

c. **Receipting Report for Services.** An itemized receipting report for services must be provided to the CITY Project Manager prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges, if applicable. Receipting reports shall be used by the Project Manager to verify the services rendered.

d. **Payment Terms.** Unless otherwise agreed upon in writing, CITY's payment terms are net forty-five (45) days from receipt of correct invoice. CONTRACTOR shall not submit more than one (1) invoice per thirty-day period. If CITY identifies any billing error, CITY will advise CONTRACTOR promptly. Thereafter, CONTRACTOR and City will engage in dispute resolution pursuant to section 13. Late payments will be charged in the amount of 1% or the highest legal interest rate or the highest legal rate permitted by applicable law, whichever is less, per month or fraction thereof, and CITY will owe all costs of collection (including attorneys' fees and court costs). CITY's obligation to pay amounts due hereunder will not be subject to any claim, defense or setoff that CITY may have against CONTRACTOR or any other party based upon a different agreement.

e. **Costs.** CONTRACTOR will advance third-party expenses incurred on CITY's behalf in connection with the services, and will consolidate these charges on the invoice to CITY. Such costs and expenses will be reflective of the gross invoice cost from Third Party Providers, exclusive of any discount or rebate CONTRACTOR may negotiate with such Third Party Providers, unless expressly set forth in this Contract. CITY will be responsible for the payment of all third-party and/or Third Party Provider expenses, fees, costs, taxes, and other charges incurred by CONTRACTOR on CITY's behalf, including expedited shipping charges.

f. **Final Payment/Acceptance.** The acceptance by CONTRACTOR of final payment due on termination of the Contract shall constitute a full and complete release of CITY from any and all claims, demands and causes of action whatsoever which CONTRACTOR, its successors or assigns have or may have against CITY under the provisions of this Contract.

g. Except as otherwise provided herein, reports and other deliverables which CONTRACTOR prepares and delivers to the CITY pursuant to this Contract shall become the property of the CITY when CONTRACTOR has been compensated for services rendered. With the exception of work product developed in whole or in part by the CITY, nothing contained in this paragraph shall be construed as limiting or depriving CONTRACTOR from its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Contract.

## **7. FORCE MAJEURE.**

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-

performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of CITY to secure approval; validation or sale of bonds; inability of CITY or CONTRACTOR to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

## **8. DELAY.**

Notwithstanding the completion schedule, with the exception of CITY's payment obligations, CITY has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of CITY's delay. Such extension of time will be CONTRACTOR's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and CITY or CONTRACTOR elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by CITY within its control, then CONTRACTOR's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. CONTRACTOR is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

## **9. INSURANCE.**

CONTRACTOR shall maintain the following insurance throughout the term of this Contract. CONTRACTOR shall furnish the CITY a certificate of insurance in a form acceptable to the CITY, which gives the CITY 30 days written notice (except the CITY will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage, in the amounts as noted below:

- Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

- Professional Liability Insurance: \$1,000,000 per occurrence
- Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage: \$1,000,000 per occurrence (combined single limit for bodily injury and property damage). The City shall be an additional insured on such Public Liability Insurance and the CONTRACTOR shall provide copies of endorsements naming the City as additional insured.
- Automobile Liability Insurance: \$500,000 per occurrence (combined single limit for bodily injury and property damage).
- Property Damage insurance: \$500,000 per occurrence combined single limit for bodily injury and property damage

## 10. INDEMNIFICATION.

- a. CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, CITY, its elected officials, its officers, agents, and employees (“CITY Indemnitees”), from any such suits, actions, damages, and/or costs of every name and description, including reasonable attorneys’ fees, arising from or relating to CONTRACTOR’s or its agents’, employees’, partners’, or subcontractors’ performance of or obligations under this Contract, whether caused by any act or omission of CONTRACTOR or its agents, employees, partners, or subcontractors, including the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR or its agents, employees, partners, or subcontractors. In any instance where both parties are found negligent or otherwise at fault, then the obligations of this section 10 will apply, but CONTRACTOR shall indemnify the CITY only for the percentage of responsibility attributable to CONTRACTOR, its agents, employees, partners, or subcontractors. For the avoidance of doubt, “agents” shall not include Third-Party Providers.
- b. Further, CONTRACTOR shall fully indemnify, defend, and hold harmless the City of Gainesville and/or CITY from any suits, actions, damages, and costs of every name and description, including reasonable external attorneys’ fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right by a material or service provided by CONTRACTOR as part of the Work, provided, however, that the foregoing obligation will not apply to CITY’s misuse or modification of CONTRACTOR’s products or CITY’s operation or use of CONTRACTOR’s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in CONTRACTOR’s opinion is likely to become the subject of such a suit, CONTRACTOR may at its sole expense procure for CITY the right to continue using the product or to modify it to become non-infringing. If CONTRACTOR is not reasonably able to modify or otherwise secure CITY the right to continue using the product, CONTRACTOR shall remove the product and refund CITY the amounts paid in excess of a reasonable rental for past use. CITY shall not be liable for any royalties if applicable.

- c. CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon CITY giving CONTRACTOR written notice of any action or threatened action. CONTRACTOR shall defend the action at CONTRACTOR's sole expense. CONTRACTOR shall not be liable for any costs or expenses incurred or made by CITY in any legal action without CONTRACTOR's prior written consent, which will not be unreasonably withheld.
- d. The provisions of this section shall survive the termination or expiration of this Contract.

## **11. LIMITATION OF LIABILITY.**

To the fullest extent permitted by law, neither Party shall be liable for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility. Except for CONTRACTOR's obligations with respect to Third Party Providers in sections 4(g) and 5, CONTRACTOR will not incur any additional liability with respect to the performance or non-performance of any Third Party Provider. CONTRACTOR will not be liable for erroneous information provided by such third parties. The Parties' sole cause of action for any enforcement of a breach of this Contract will be a contract action. In no event will CONTRACTOR's aggregate liability exceed two (2) times the amounts of the fee actually paid by CITY for the applicable service giving rise to liability in the 12 month period immediately preceding the event giving rise to such liability.

## **12. SOVEREIGN IMMUNITY.**

Nothing in this Contract shall be interpreted as a waiver of the CITY's sovereign immunity as granted under Section 768.28 Florida Statutes.

## **13. DISPUTES.**

If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be born equally by both parties. The venue for mediation shall be in Alachua County, Florida.

## **14. DEFAULT.**

(a) If either Party should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for either Party, or (b) if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials by CONTRACTOR, or (c) if CONTRACTOR should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of CITY, or (d) if either Party fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, or (e) if CITY defaults in the



payment of any amount due under this Contract, or (f) the CITY's issuer credit rating, as determined by Moody's, is at a rating of Baa1 or lower, then the non-defaulting Party, after serving at least ten (10) calendar days prior written notice to the defaulting Party of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, the non-default Party may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and CITY may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore.

#### **15. TERMINATION FOR CONVENIENCE.**

CITY shall have the right to terminate the Contract, in whole or in part, without cause, upon thirty (30) calendar days' written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate the Contract, in whole or in part, without cause, upon ninety (90) calendar days' written notice to CITY. Upon termination of this Contract or any addendum, CITY remains responsible to pay all expenses, costs, and other amounts authorized by the CITY (or CONTRACTOR pursuant to any approval authority delegated under this Contract), including any related transaction fees due to CONTRACTOR and amounts due for purchases made with any purchasing instruments. Termination of the Contract or a portion thereof shall neither relieve the CONTRACTOR of its responsibilities for the completed work nor shall it relieve its surety of its obligation for and concerning any just claim arising out of the work performed.

#### **16. TERMINATION FOR CAUSE.**

Either Party may terminate this Contract for cause if the defaulting Party materially breaches this Contract by:

- (a) refusing, failing or being unable to properly manage or perform;
- (b) refusing, failing or being unable to perform its obligations pursuant to this Contract;
- (c) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Work;
- (d) refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by the non-defaulting Party, or as otherwise defined elsewhere herein; and/or
- (e) refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between CITY and CONTRACTOR.

#### **17. INDEPENDENT CONTRACTOR.**

CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. CONTRACTOR is not a fiduciary of the CITY. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Work under the Contract Documents. CONTRACTOR understands and agrees that as an

independent contractor, CONTRACTOR and its officers, agents and employees are not entitled to any wages or benefits due to CITY employees.

#### **18. COMPLIANCE WITH LAWS.**

The CONTRACTOR shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest. The CONTRACTOR is presumed to be familiar with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the work offered and performed.

#### **19. RECORDS/AUDIT.**

The CONTRACTOR shall maintain records sufficient to document the SERVICES performed pursuant to this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the CITY. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims. CONTRACTOR may redact from records subject to audit any information or materials that are confidential under Florida Law.

#### **20. INTELLECTUAL PROPERTY AND WORK PRODUCT.**

CONTRACTOR represents and warrants that CONTRACTOR will not infringe a trademark, copyright, patent, trade secret or any such intellectual property right in the performance of Work under this Contract. In the event of an infringement suit related to or resulting from CONTRACTOR'S performance of Work under this Contract, CONTRACTOR represents and warrants that CITY will not be liable for any damages or royalties if applicable.

#### **21. DATA USE.**

CONTRACTOR shall comply with the City's G-8 Policy, which is incorporated by reference.

#### **22. TIMELINESS.**

The CITY and CONTRACTOR agree time is of the essence in the performance of work and that work under this Contract is required to be performed in an expeditious manner and with the standard of care reasonably expected of like professionals performing these duties.

#### **23. PUBLIC RECORDS.**

Florida has a very broad public records law. By entering into this CONTRACT with the CITY, the CONTRACTOR acknowledges they will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). If CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by CITY to perform the service.
- b. Upon request from CITY's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to CITY.
- d. Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by CITY to perform the service. If the CONTRACTOR transfers all public records to CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK'S OFFICE, P.O. BOX 490 MAIL STATION 19, GAINESVILLE, FL 32627.**

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of this Contract. CITY may pursue all remedies for breach of this Contract.

#### **24. DISCLOSURE AND CONFIDENTIALITY.**

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad

and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law.

Accordingly, the following provisions shall apply:

- (1) Identifying Trade Secret or Otherwise Confidential and Exempt Information.  
For any records or portions thereof that CONTRACTOR claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, CONTRACTOR shall:
  - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. CONTRACTOR shall take care to redact only the confidential and exempt information within a record.
  - b. Provide an affidavit or similar type of evidence that describes and supports the basis for CONTRACTOR's claim that the information is confidential and exempt from public disclosure.
- (2) Request for Trade Secret or Otherwise Confidential and Exempt Information.
  - a. In the event CITY receives a public records request for a record with information labeled by CONTRACTOR as Trade Secret or otherwise as confidential and exempt, CITY will provide the public record requester with the redacted copy of the record and will notify CONTRACTOR of the public records request.
  - b. However and notwithstanding the above, in the event that CITY in its sole discretion finds no basis for CONTRACTOR's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then CITY shall notify CONTRACTOR in writing of such conclusion and provide CONTRACTOR a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If CONTRACTOR fails to file for declaratory action within the reasonable amount of time provided, then CITY will disclose the information requested.
  - c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by CONTRACTOR as Trade Secret or otherwise as confidential and exempt, CITY shall notify CONTRACTOR and CONTRACTOR shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
  - d. CONTRACTOR hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with CONTRACTOR's claim that any

information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

"Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

## **25. NOTICES.**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, and (1) delivered in person; (2) sent by certified, return receipt requested, United States Mail to the address below; or (3) sent by email to the email address, below, and the sender receives a read receipt or an acknowledgement that recipient has received the email (if the sender receives an automated message that the email has not been delivered, the email does not constitute notice).

CITY  
City of Gainesville  
6317 NW 16<sup>th</sup> Street  
Gainesville, FL 32653  
Attn: Barbara Beck  
[beckbj@cityofgainesville.org](mailto:beckbj@cityofgainesville.org)

CONTRACTOR  
Element Fleet Corporation  
940 Ridgebrook RD  
Sparks, MD 21152  
For legal notices:  
Attn: Legal Department  
For other business notices:  
Attn: William R. Collins  
[wcollins@elementcorp.com](mailto:wcollins@elementcorp.com)

## **26. DISCRIMINATION.**

CONTRACTOR shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. CONTRACTOR understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

## **27. E-VERIFY.**

CONTRACTOR shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

## **28. LIVING WAGE ORDINANCE.**

The definitions, terms and conditions of the City's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this

agreement. These requirements include that the service Contractor/subcontractor: shall pay a living wage to each covered employee during the term of this agreement, including any extension(s) to this agreement; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City's living wage requirements shall be a material breach of this agreement, enforceable by the city through all rights and remedies at law and equity.

### **29. MULTI-YEAR CONTRACT.**

The obligations of the CITY as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available ad-valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Contract.

### **30. MODIFICATION AND WAIVER.**

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this contract. The failure of any Party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the contract shall apply to any other portion of the contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

### **31. ASSIGNMENT.**

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

### **32. SUCCESSORS AND ASSIGNS.**

The parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

**33. VALIDITY.**

If any provision of this Contract is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of this Contract.

**34. SEVERABILITY.**

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

**35. NONEXCLUSIVE REMEDIES.** Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract, under law, or otherwise.

**36. NO THIRD PARTY BENEFICIARIES.**

Nothing in this Contract shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.

**37. ADVERTISING.**

CONTRACTOR shall not publicly disseminate any information concerning the Contract without prior written approval from CITY, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying CITY as a reference, or otherwise linking CONTRACTOR's name and either a description of the Contract or the name of the City in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**38. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF JURY TRIAL.**

This Contract shall be construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that CONTRACTOR agrees to indemnify CITY as provided in this Contract, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

**39. CAPTIONS AND HEADINGS.** Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

**40. ENTIRE CONTRACT; AMENDMENTS.**

This Contract constitutes the entire agreement between the parties. Any amendments shall be in writing and executed by all parties prior to becoming effective.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written.

CITY OF GAINESVILLE

ELEMENT FLEET CORPORATION

  
Cynthia Curry (May 10, 2023 13:54 EDT)

  
Matthew Farley (Apr 24, 2023 13:29 EDT)

Cynthia W. Curry, City Manager  
Date: May 10, 2023

Print Name: Matthew Farley  
Title: Vice President, Secretary  
Date: Apr 24, 2023

Approved as to Form and Legality

  
Katherine Mockler (May 8, 2023 16:41 EDT)

Katherine Mockler  
Assitant City Attorney II



**EXHIBIT 1****Third-Party In-Network Provider Review**

CEI requires any potential in-network third-party providers complete an application process, which includes the following:

- Photographs of the facility's interior and exterior
- Photographs of any equipment used in providing the services
- Interviews with the shop owner
- Certification of Insurance

CEI's review of any potential or current in-network third-party provider may also include the following:

- Descriptive Overview of Repair Facilities equipment
  - Frame Machine
    - Computerized Measuring
  - Paint booth
  - Mixing Room
  - Door Height
  - Paint Brand
  - Welding Equipment
  - Certifications (Aluminum, Heavy Equipment, etc)
- Photos of interior of facility
- Survey of trusted independent appraisal companies in the area for positive referrals
- Adequate Liability, Garage Keepers, and Workers Compensation insurance

CEI uses a shop Network Scorecard to monitor performance metrics:

- Average Repair Amount
- Estimate days
- Supplement %
- % of Claims with Supplement
- Average Repair Days

**Exhibit 2**

**CEI Approved Facilities for the City of Gainesville**

- 1) Dave Barbers, Inc.  
310 N.W. 6<sup>th</sup> Street  
Gainesville, FL 32601
- 2) University Collision Center  
2700 NW 74<sup>th</sup> Place  
Gainesville, FL 32653
- 3) Florida Truck & Body, Inc.  
3210 W. Beaver Street  
Jacksonville, FL 32250
- 4) Reflections Body & Paint, LLC  
2118 Nickerson Lane  
Jacksonville, FL 32207
- 5) Coggin Collision of Orange Park  
7245 Blanding Boulevard  
Jacksonville, FL 32244
- 6) CARSTAR Perfection Collision  
2157 County Rd 200A  
Ocala, FL 34470

Upon mutual agreement, the parties may amend this list.

**EXHIBIT 3**  
**RATE SCHEDULE**

<b>COST EVALUATION WORKSHEET</b>		
Description	Unit	Cost
1. New account set up	\$/account	\$0.00
2. Accident Loss Notices - first report of loss *\$25.00 for Out-of-Network	\$/claim	\$0.00*
3. "Report Only" Claims	\$/claim	\$25.00
4. Accident Report customization	\$/hour	\$0.00
5. Auto Claims Management		
a. Light Duty Vehicles		
I. Network Provider Shop	\$/claim	\$0.00
II. Non-Network Provider Shop	\$/claim	\$150.00
III. Salvage Disposal Fees (Light)	\$/claim	\$95.00
b. Heavy Duty Trucks and Construction Equipment		
I. Network Provider Shop	\$/claim	\$0.00
II. Non-Network Provider Shop **non-network	\$/claim	\$250.00**
III. Salvage Disposal Fees (Heavy)	\$/claim	\$135.00
6. Auto Claims Evaluation by a Licensed Physical Damage Appraiser	\$/claim	\$0.00
7. Additional charges that will be added to body shop final invoice (Markup)***	\$/claim	0%
8. Independent Appraisal Reports:		
a. Light Duty Vehicles ****plus cost of report from independent appraisal firm (needed on less than .005% of claims using CEI network shops, in-house auditors and integrated shop estimate technology)	\$/claim	\$25.00****
b. Heavy Duty Trucks and Construction Equipment	\$/claim	\$25.00****
9. City Consultation Daily, as required	\$/occurrence	\$0.00
10. Computerized Claims Tracking	\$/claim	\$0.00
11. Centralized Billing	\$/claim	\$0.00
12. Document Management	\$/claim	\$0.00
13. Physical Damage Repair by Repair Facility		
a. Light Duty Vehicles *****plus cost of repair by network repair shop	\$/claim	\$0.00*****
b. Heavy Duty Trucks and Construction Equipment	\$/claim	\$0.00*****
14. Salvage Value Report	\$/report	\$0.00
15. Auto Replacement Rental	\$/occurrence	\$0.00
16. Subrogation Recovery Service***	%/occurrence	15% per subro claim
17. Risk Management Reports	\$/report	\$0.00

- A. All pricing includes the costs of proposal preparation, servicing of accounts, and all contractual requirements. Pricing shall remain firm and fixed for the estimated 60 day evaluation and approval process and for the first three (3) years of the contract.
- B. Adjustments in pricing: Requests for price increase by Contractor will be considered after the 3 year firm fixed price period on a pass through basis only. A minimum of 60 calendar days advance written notice of request for price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. Documentation must be based on United States published indices such as the Producer Price Index or Consumer Price Index. Acceptance will be at the discretion of the City and shall not produce a higher profit margin than that established on the original contract pricing. Approved price adjustments shall remain unchanged for at least 365 calendar days thereafter. Contractor shall submit requests for adjustment to Fleet Management Business Services Manager.
- C. At any time during the term of this contract, including renewals, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the City contract to provide lower pricing to the City if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the City of any such contracts entered into by contractor.

**NOTE:** If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City's travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only -no mark-up. Evidence of these expenditures will be submitted when invoicing the City. Travel and administrative costs should be identified in the Price Proposal.

BID COVER



Procurement Division  
(352) 334-5021(main)

Issue Date: July 29, 2022

**REQUEST FOR PROPOSAL: #FMDX-230005-DS**  
**Vehicle Accident Management Services (Rebid)**

PRE-PROPOSAL MEETING:  Non-Mandatory  Mandatory  N/A  Includes Site Visit  
DATE: TIME:  
LOCATION:

QUESTION SUBMITTAL DUE DATE: **July 14, 2022**

*All meetings and submittal deadlines are Eastern Time (ET).*

**DUE DATE FOR UPLOADING PROPOSAL: August 1, 2022, 3:00pm**

**SUMMARY OF SCOPE OF WORK:**

Seeking qualified providers of vehicle accident management services. Provide one-stop service for accident reporting, collision repairs and third party claims along with facilitating the repair of damaged vehicles and equipment quickly and at the lowest cost to the City.

For questions relating to this solicitation, contact: [Daphyne Sesco, Procurement Specialist 3, sescoda@gainesvillefl.gov](mailto:sescoda@gainesvillefl.gov)

Bidder is not in arrears to City upon any debt, fee, tax or contract:  Bidder is NOT in arrears  Bidder IS in arrears  
Bidder is not a defaulter, as surety or otherwise, upon any obligation to City:  Bidder is NOT in default  Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

**ADDENDA ACKNOWLEDGMENT:** Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # 2 addendums: #1 received on 7/6/22; #2 received on 7/18/22

Legal Name of Bidder: Element Fleet Corporation

DBA: Element Fleet Management

Authorized Representative Name/Title: William R. Collins/Sales Director, Government

E-mail Address: wcollins@elementcorp.com FEIN: 36-2774566

Street Address: 940 Ridgebrook Road, Sparks, MD 21152

Mailing Address (if different): \_\_\_\_\_

Telephone: ( 347 ) 574-0838 Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

- Proposal is in full compliance with the Specifications.
- Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: *William R. Collins*  
William R. Collins (Jul 25, 2022 17:26 EDT)

SIGNER'S PRINTED NAME: William R. Collins DATE: 7/26/22



2024-518B

**Element Fleet Management**

940 Ridgebrook Road  
Sparks, MD 21152  
elementfleet.com

410-771-1900 telephone  
800-665-9744 toll-free

July 28, 2022

City of Gainesville, FL  
Procurement Division  
City Hall  
200 East University Avenue, Room 339  
Gainesville, Florida 32601

RE: Vehicle Accident Management Services RFP (#FMDX-230005-DS)

Dear Gainesville Procurement Team,

Thank you for your interest in having Element Fleet Management provide a proposal for your Accident Management Services. At Element, we understand the growing challenges faced by government fleet platforms, given the ever-escalating operational costs. Element is well-positioned to assist governments in achieving the greatest efficiency through its extensive network of partners. With over 75 years of history and an unparalleled scale, Element can drive significant savings for its clients.

Serving our clients with a full suite of fleet products is integral for Element. Adding Accident Management Services was a logical extension of our business and the driver behind our 2016 acquisition of CEI, one of the premier names in the sector. CEI's extensive experience in Accident Management provides clients with an exacting approach to managing the entire claims / repair process from start to finish.

Element's Accident Management program assists your drivers with all collision-related needs, such as comprehensive collision data capture, vehicle tow service, rental assistance, and repair management. The Element team closely manages the repair process working to reduce costs and vehicle downtime. We negotiate on your behalf throughout the claim process and pursue maximum recovery of your costs. In addition, we provide real time claim information and collision reporting to help you analyze and manage risk.

Some of the services encompassed by our Accident Management platform include:

- 24/7 driver support for towing, rental, glass, and repair assistance
- Experienced multi-lingual professionals, providing fast, reliable service
- ASE certified and I-CAR trained certified collision adjusters to review, negotiate, and make recommendations for repairs
- Photographic option for drivers for estimates, to avoid visiting a repair shop
- Full web access for all collision and risk details via Element's Xcelerate platform

In addition to these benefits, Element's full-service platform includes comprehensive repair management, a robust repair network, and full assessment of subrogation recovery potential. The Element approach is truly a start to finish program.

Beyond Accident Management, Element provides a full suite of fleet management products to help ensure Gainesville's fleet operation continues to operate flawlessly as its organization grows. Element's complete portfolio of services is designed to support the full vehicle life cycle, providing a wide range of services, including acquisition, financing, remarketing, maintenance, fuel, telematics, safety, tolls & violations, title & registration, EV transition, pool management, garage management, and more.

With over one million vehicles under management, Element is the largest pure-play fleet management company operating today. With its roots in both GE Fleet North America and PHH, Element brings a wealth of experience to the government sector.

We would like to thank you again for your interest in working with Element and are eager to jump in and assist. If you have any questions or need further information, do not hesitate to reach out.

Kind regards,

*William R. Collins*

---

William R. Collins  
Sales Director, Government  
(347) 574-0838  
[WCollins@elementcorp.com](mailto:WCollins@elementcorp.com)



# Empowering Extraordinary

Element's proposal for  
**City of Gainesville**  
**RFP# FMDX-230005-DS**

For additional information, please contact:

William Collins  
Sales Director, Government  
(347) 574-0838  
[wcollins@elementcorp.com](mailto:wcollins@elementcorp.com)



# Table of Contents

Technical Proposal.....	4
APPENDIX B – QUESTIONNAIRE .....	4
1. Claims Management: .....	5
2. Damage Estimates and Independent Appraisals.....	10
3. Transportation of Damaged Vehicle .....	11
4. Repair Facilities.....	12
5. Repair Work .....	15
6. Technology Solution.....	17
7. Accident Claims Analysis .....	22
8. Subrogation Services .....	23
9. Cost Control .....	25
10. Drivers Training.....	28
11. Contract Implementation:.....	30
12. Annual Meeting and Review .....	34
13. Publications.....	35
14. Invoices and Statements .....	35
15. Warranty .....	36
16. Reports .....	37
17. Records Retention .....	39
18. Contractor’s Representative .....	39
19. Glass Replacement.....	42
20. Motor Vehicle Record (MVR) Checks.....	43

Price Proposal.....	44
Qualifications.....	46

# Technical Proposal

Element can comply with all City of Gainesville RFP and contract terms and conditions except for the exceptions clearly noted in the following documents: **Element Legal Response to City of Gainesville RFP** and **Element Legal Response to the City of Gainesville Sample Contract**.

## APPENDIX B – QUESTIONNAIRE

Submit your response to this questionnaire with your proposal.

---

### 1. State number of years of experience in providing Vehicle Accident Management Services to public sector/government agencies as described in this RFP.

---

Element provides comprehensive Risk, Safety and Collision Management services through our in-house Risk, Safety and Collision Management division to provide City of Gainesville a thorough approach to safety. As an industry leader, Element has been providing safety and collision management services to the commercial fleet industry (including public sector/government agencies) for over 40 years.

---

### 2. How many and what other government and commercial fleets does your company provide accident management services to?

---

Element currently manages the industry's largest Collision Management portfolio (over 900,000 vehicles). We do not publish customer lists but can share that we have multiple government fleets under management, some with contracts going back 20+ years.

---

### 3. What percentage of your business is for government and commercial fleet?

---

100% of our business is dedicated to fleet leasing, management, and related services for commercial and government fleets. Our customer portfolio includes over 20 government fleets.

---

### 4. How many claims do you process annually, national by and within the State of Florida?

---

We handle 100,000+ First Notice of Loss Reports each year, with about 5% in Florida.

Describe how you provide the following services:

## 1. Claims Management:

---

### a) Describe your accident reporting center, including staffing, location, days and hours of operation.

---

We recognize the importance of immediate response to City of Gainesville's drivers to assure safety and assistance in emergencies. Element maintains a 24/7/365 call center for collision reporting in English, French Canadian and Spanish. Representatives will arrange for a rental vehicle and towing if needed and will direct the driver to the nearest in-network repair facility.

Our Collision Management Contact Center is located in Trevoise, PA.

Element has over 200 employees who are directly specialized in collision and safety services. Below is a summary of the management team and the qualifications of the client care representatives.

#### Management

Senior fleet operation managers have responsibility for all claim interactions with drivers and network providers from the initial call to the completion of services. These responsibilities include all First Notices of Loss (FNOLs), follow-up activities with repair and rental providers, and document management including estimates and digital photographs of damage. These teams manage over 100,000 fleet claims per year. Senior staff average 15 years of experience.

#### Client Care Representatives

All client care representatives (CCRs) who facilitate the First Notice of Loss reporting from drivers are required to complete a minimum of six weeks of intensive training and pass a certification test for the first set of skill sets in the claims process. There are workflow processes and complete educational criteria consisting of 18 skill sets. These skill sets, which include testing and certification, are taught through our onsite training campus in Trevoise, PA.

Certification requirements for CCRs include:

- First Notice of Loss
- Securing Disabled Vehicles
- Repair Facility Assignment
- Estimate Collection
- Supplement Handling
- Repair Process Management
- Replacement Rental Management

- Glass Management
- Independent Appraiser Management

Additional certifications for our Collision and safety management program include:

- Microsoft Certified Partner
- Loss Recovery Specialists certified by the Insurance Institute of America
- I-CAR Gold certified technicians with extensive industry experience review every estimate for accuracy & savings opportunities

---

**b) Describe your company capacity to respond to City of Gainesville-Fleet Management service claims, scheduling and job tracking, capacity to handle high volume of claims simultaneously, hours, staffing, and strategic location(s) of staff in the performance of contractual requirements.**

---

Element maintains a team of 200+ team members dedicated to claims and risk management. Over 100 team members are dedicated to First Notice of Loss and Repair Management efforts. Based in Treose PA, most of the team works remotely. We have robust disaster recovery plans in place to ensure uninterrupted service. We use customized and automated workflow engines to allow our teams to strategically manage high sensitivity claims. Enterprise-wide performance dashboards let all players own success. And all claim data and status details are visible to City of Gainesville via Xcelerate.

---

**c) Describe what internal controls and communications methods you would use to track, monitor and report progress on this contract.**

---

Please see question C of the Contractor's Representative section.

---

**d) Describe how you manage the customer service experience and quality control for customer service.**

---

Element's Client Service model has five key aspects:

**Communication:** We believe it is extremely important to listen to our clients. To ensure this, Element will regularly meet with City of Gainesville to hear about the latest activity of your fleet and business. At these meetings, we discuss how we can assist you to achieve your short and long-term goals. We conduct regular phone calls, as well as formalized reviews. These meetings allow both teams to be sure that all work being done by Element is directed to the specific goals that you have set. Additionally, Element hosts an annual DriverCare User's Group meeting, which is specifically dedicated to driver risk management.

**Service Delivery:** Element has developed efficient processes and state-of-the art technologies. We invest heavily in training, people and a strong culture to ensure that we deliver when it counts. We believe

that if we don't deliver at "the moment of truth" – which, for us, is each and every event with one of our client's drivers – the rest of our model is irrelevant.

**Flexibility:** Our experience with all types of fleets—from those that run strictly sedans to heavy truck fleets—has demonstrated the importance of customizing our programs, processes and products. We can adapt to meet the specific needs of individual clients.

**Consultation:** As the industry leader in collision and risk management, we regularly use benchmarking data from the industry's largest collision and risk management data warehouse to advise our clients on best practices. These regular consultations also help us to conceive new ideas to reduce costs and increase efficiencies.

**Innovation:** Fleets are under constant pressure to control costs, reduce risks and minimize impact on driver productivity. Our job is to continually find ways to help fleets address these issues. Element is committed to developing and adapting cutting-edge technologies, as well as to establishing third-party partnerships, to take our services to the next level.

In addition, Element's client oriented Request Center allows City of Gainesville to easily and efficiently submit requests directly to the correctly aligned Element associates. This service is not only simple and easy to access, but also timely and effective at resolving client requests. Located within City of Gainesville's Xcelerate portal, some key features include:

- Streamlined request intake: Element minimizes back and forth discussions by ensuring all information to be included is properly outlined.
- Improved monitoring and visibility: Users can view and monitor their own requests, as well as additional fleet requests.
- Real-time status updates: Element's Request Center not only provides notifications to those involved, but also actively identifies users who should be involved in specific requests.

---

**e) Describe how the Contractor's representative will function as the primary managerial point of contact, ensure supervision and coordination and take corrective action as necessary to meet contractual requirements.**

---

As part of your Fleet Partnership Solutions (FPS) Program, you will receive a dedicated, FPS Partner who will be your initial point of contact and will serve as a liaison between you and our Operational areas.

Your FPS Partner is responsible for simplifying operations, streamlining policies, and reducing overall time and fleet expense. Your FPS partner manages your day-to-day fleet management tasks so you can focus on the strategic aspects of your business.

---

**f) Describe if there is a dispute resolution process in place for City of Gainesville-Fleet Management if repairs do not meet expectations?**

---

Your FPS partner will resolve and address any operational or logistical challenges. Your FPS leadership team will have decision-making authority to ensure all issues are resolved quickly and effectively. Either an FPS leader or your FPS partner will escalate as necessary should an issue arise that requires input from other departments.

FPS works in tandem with our Network team, who oversee the 4,000 pre-screened repair shops in our network. The Network team tracks shop performance and resolves customer concerns.

---

**g) Describe any customer service function that will be subcontracted out?**

---

Element does not use subcontractors. We do, however, have strategic relationships with vendors so that we may provide you best-in-class services for all your fleet needs. For instance, our Collision network is comprised of third party repair facilities. Element also uses Enterprise, Hertz and Penske for most vehicle rental needs.

---

**h) Describe your disaster recovery plan including timeframes, safeguarding City of Gainesville-Fleet Management accident records, how soon you will return to service, restore operations and communication, and provide customer service.**

---

Element Fleet Management's Business Continuity Plan focuses on ensuring client service continuity and business survivability during any type of business interruption, from phone outages to the most extreme emergencies. This is particularly critical for Element Fleet Management's 24x7 Client Contact Centers and Internet-based information management systems. The plan is designed to minimize any impact on our clients and their clients who rely on Element Fleet Management for service. The plan includes actions and procedures to recover and restore critical and essential business processes, functions, and work groups.

Business continuity is implemented through a series of Recovery Plans for individual business operations and Element Fleet Management Crisis Management Plans. The Element Fleet Management Data Center, and the Element/IBM managed mainframe reside in separate geographies and have Disaster Recovery plans. The recovery plans include the utilization of commercial computer recovery facilities located on the East Coast for restoration and recovery of our computer processing. Each location's recovery plans are tested. Test results are documented and all tests are subject to postmortem reviews.

Element Fleet Management has implemented various management-controlled programs driven by business requirements. These programs are specifically designed and structured to recover critical Element Fleet Management business processes, functions, and work groups from interrupting events. The Recovery Plan includes the actions and procedures required to recover and restore Element Fleet

Management's critical and essential business processes, functions, and work groups at commercial business recovery facilities.

Events ranging from a temporary interruption to an extended outage are considered in the Recovery Plan, with specific actions identified for various periods of interruption. For any event, which interrupts the business processes at Element Fleet Management, some client service, support, and interface processes could be interrupted for as long as two hours. In a worst-case situation, business process recovery will re-establish critical processes to near normal conditions at an alternate work site.

The Element Fleet Management Business Continuity Planning Team periodically reviews plans to validate that the organization is properly prepared for the impact of a number of critical events including loss of technology, inadequate workforce, loss of facility and pandemic outbreak.

For our safety and that of our clients, these plans are confidential and proprietary.

---

**i) Describe your process for handling third party auto physical damage claims.**

---

Element focuses efforts and expertise on first party repairs. Our robust and customizable First Notice of Loss and Critical Event notification processes and systems will disseminate event information, including third party details, to designated Gainesville contacts while placing no burden on your internal team. Should a third party driver contact our offices our compassionate call center representatives will direct them to appropriate contacts at your liability carrier.

---

**j) Describe your process for notifying the city of an employee/third party injury or transfer to a hospital.**

---

If a collision involves a serious injury, fatality, DUI/DWI, or the need for transportation from the scene, our client care representatives automatically issue alerts to pre-assigned client emergency contacts while simultaneously collecting information from City of Gainesville's driver, if possible. This notification is followed by a PDF copy of the loss report within one hour.

Upon receiving the notice, Element immediately contacts City of Gainesville's designated representatives. (These key contacts, along with those involved in the escalation process, will be established during the implementation phase).

This escalation process operates 24/7.

---

**k) Describe your process for notifying the city of suspected driving under the influence incidents.**

---

Please see Question K above.



---

**l) Provide additional information to amplify this service.**

---

Please see above.

## 2. Damage Estimates and Independent Appraisals

---

**a) Describe your process for obtaining damage estimates**

---

Element has taken a distinct approach to auditing estimates. Unlike other providers, we employ a Quality Control team of 20+ Licensed Physical Damage Appraisers to review estimates. These appraisers have worked as estimators or technicians in body shops or in the field as independent appraisers for major insurance companies. No other provider can match this team's skill and expertise when it comes to auditing estimates. In 2021, the quality control savings amount recorded for our clients was \$26 million.

The appraisers audit every claim by:

- Comparing the estimate against the damage photographs;
- Checking for accurate part prices and for aftermarket/like-kind quality when applicable;
- Ensuring the repair does not exceed total loss thresholds;
- Confirming that the correct repair operations are listed, especially for safety-related items.

Although our team members ensure that every repair is made at the best possible price, our Quality Control team will never sacrifice driver safety for the sake of saving money on a repair.

Additionally, our investment in integration with CCC estimating software allows client parameters to be uploaded directly into our repair shop's estimating software. These parameters will be electronically enforced before our quality control team even sees the estimates. Any deviation from the parameters is flagged on the shop's estimate, making it easier for our team to ensure maximum adherence.

This integration will also allow Element to report on previously unavailable data, such as aftermarket/LKQ part utilization percentage and total dollars spent on OEM parts by manufacturer.

---

**b) Describe your process for obtaining independent appraisals should the need arise.**

---

Element manages the repair process as per City of Gainesville's specific instructions, including arranging for an independent appraiser when required.

---

**c) Provide additional information to amplify this service.**

---

Please see above.

### 3. Transportation of Damaged Vehicle

---

**a) Describe the process of obtaining offer towing services for transportation of damaged vehicles to and from repair facility.**

---

Emergency roadside assistance and towing services are available to City of Gainesville 24/7. Representatives will obtain the location where the tow is needed and dispatch the assignment to a towing service. Towing costs from the selected shop vary and are passed on to the client.

---

**b) Describe how this will be coordinated with the City of Gainesville-Fleet Management for any vehicle transportation.**

---

Should the City of Gainesville have special requirements for the transportation of vehicles we are able to develop a mutually agreed upon process. For example, many of our law enforcement customers have all vehicles towed from the scene back to their offices, at which point Element coordinates with the Officer in charge of to move the vehicle to an approved repair facility.

---

**c) Will the Contractor use the City of Gainesville-Fleet Management preferred vendor with no mark-up for this service?**

---

While we will consider adding your selected vendor to our managed network, we cannot necessarily guarantee they will honor existing pricing. Our network, unlike traditional merchant networks, consists of a discrete number of contracted vendors across North America, all of whom possess essential service offerings to provide value to Element drivers and clients. Vendors must meet specific criteria and be willing to comply with Element's terms and conditions.

---

**d) Provide additional information to amplify this service.**

---

Please see above.

## 4. Repair Facilities

- 
- a) Provide a list of the Proposer's current network automotive repair facilities within Alachua County. The list shall include the type of service provided by the repair facility, the type of vehicles repaired, company name, address, telephone number, email and contact name. Repair facility shall offer free pick-up and delivery. Identify those repair facilities that have been members of your network for over one year, two years, or longer?**
- 

Element currently has two pre-screened automotive repair facilities within Alachua County. Both shops have worked with Element for over 10 years. Should the volume of City of Gainesville repairs warrant additional Network body shops, Element is happy to work with the City to add facilities.

- 
- b) Prove a list of the Proposer's current network of Medium/Heavy duty repair facilities within Alachua County and within 60 miles of Alachua County. The list shall include the type of service provided by the repair facility, the type of vehicles repaired, company name, address, telephone number, email and contact name and copies of drivers CDL license. Repair facility shall offer free pick-up and delivery. Identify those repair facilities that have been members of your network for over one year, two years, or longer?**
- 

Element currently has one pre-screened truck repair facility within Alachua County. The shop has worked with Element for over 20 years. Should the volume of City of Gainesville repairs warrant additional Network body shops, Element is happy to work with the City to add facilities.

- 
- c) Identify those network repair facilities that will subcontract out any stage of repair and describe the type of work subcontracted out.**
- 

Our Network shops are well equipped to handle all facets of repairs, and our Network team tracks shops abilities before admitting them to our program. One of the more common sublets seen on today's vehicles is the need to send a vehicle to a dealership to have system codes cleared after a collision.

- 
- d) How many network repair facilities within Alachua County has your company physically inspected since January 2017?**
- 

Our SLAs with our 3rd party suppliers remain confidential, but we monitor our third party suppliers to ensure quality service for our clients - assessing performance through the use of scorecards and surveys. In addition, we hold our suppliers accountable for meeting the performance metrics in their service level agreement with us, and in most cases, these performance metrics are reviewed monthly.

---

**e) Describe your company policy for selecting network repair facilities, i.e. qualifications, years in business, references, etc.**

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All repair shops go through a rigorous screening process prior to acceptance into our network, while also guaranteeing work performed for the entire life of the vehicle. Providers are pre-qualified, and we require signed agreements for each network facility.

To join the network, a repair facility must qualify and provide photos of the following:

- Repair facility
- Client waiting area
- Outside building
- Shop Area
- Paint Area
- Certificate of Insurance (minimum level required)
- Garage Keepers Liability
- Technician Certifications
- Equipment Inventory
- Technology Capabilities

In addition, they must also provide a completed Membership Application Form. This signed agreement includes payment terms, an agreement not to charge storage, and a definition of the warranty that the shop will provide. Element will then research and validate the shop's application with industry professionals and conduct a one-on-one telephone interview with the shop owner. Element may send a representative to the site to review the shop.

This application membership program and the screening process have been developed to ensure the best-suited providers are recruited for any given service market. This screening process includes independent source quality checks from local independent appraisers, the Better Business Bureau and various online industry resources. Shop assignments are made based on convenience for the driver.

We keep a detailed shop scorecard that compares each facility to its peers in the area. Items scored include:

- Average repair time
- Average severity
- Supplement frequency
- Labor rate

Any shop that does not meet acceptable criteria is first addressed and will eventually be removed from the network if any negative trend continues.

- 
- f) Describe your policy for adding or deleting repair facilities to your network to accommodate City of Gainesville- Fleet Management needs for this contract. Will your company consider adding a local repair facility that is willing to work with your company even if there is another network repair facility in the area?**
- 

Element's constant commitment to our clients allows us to work with City of Gainesville-selected third-party body shops. There is, however, an out-of-network fee for using these shops. When used, all repair shops go through a rigorous screening process prior to acceptance into our direct repair network that guarantees work standards are upheld. We currently have a 93% in-network utilization rate for all our clients. Third-party shops can become part of the network if they meet Element's service levels and fit a need for an area. Element will not accept shops that are too close in proximity to other network shops, thus allowing us to drive more traffic to the shops in our network, providing incentive to shops to meet our deadlines and quality of work standards.

- 
- g) Describe your policy for ensuring networked repair facilities are in compliance to local, City and federal environmental laws and regulations. Describe if your company has a plan to promote better environmental practices among your network repair facilities.**
- 

Element's standard agreement with suppliers requires compliance with any and all applicable federal, state and local laws, rules, regulations, ordinances and orders, and environmental regulations, and to cause its employees, agents or subcontractors to comply with same.

- 
- h) Describe how your company will manage quality of body shop work and ensures repairs will occur in a timely fashion.**
- 

Our repair vendors are monitored before, during and after the repair process.

Element maintains a dedicated network services team to monitor vendors as well as an onsite quality control team comprised of licensed physical damage appraisers who use client-specific AI technology tools to review estimates and ensure that our vendors are listing the correct parts, pricing and labor time, and following client repair parameters. These tools help to control costs, guarantee quality repairs and facilitate quick turn-around times.

We also maintain a scorecard for every shop in our network. The scorecard allows us to view numerous performance metrics for each shop, including average time for repair cycling, dollars spent on supplemental appraisals and percentage of claims with a supplement. The scorecard also displays any commendations, client complaints, or violations on the shop's record. Shop performance is continuously monitored, and facilities are removed from the network if they do not meet requirements.

Additionally, we are committed to eliminating delays that can cause vehicle downtime and mitigate driver productivity. We take the following steps to reduce downtime:

- Immediately after we generate repair approval, we coordinate a repair appointment with the driver.
- We maintain ongoing communications with the repair facility to assure timely repairs and to hold vendors accountable to complete repairs on time.
- We make the daily claim status available online for drivers and managers to track. This allows drivers and managers to coordinate for the vehicle to return to the road as quickly as possible.
- If there is a rental vehicle, we track the timely return of the vehicle after the repair is completed.

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**i) Provide additional information to amplify this service.**

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Please see above.

## 5. Repair Work

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**a) Describe the process for obtaining authorization from City of Gainesville-Fleet Management prior to proceeding with repair.**

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During our implementation process, Element will establish repair decision spending criteria with City of Gainesville. We can set parameters based on the repair dollar estimate, vehicle miles and/or months in service, vehicle cash value, and other criteria.

These set customized parameters determine the upper threshold for a repair amount to be approved by Element on the client's behalf, as well as whether OEM parts must be used in favor of aftermarket parts, if certain body damage is acceptable or not, and any other specific rule deemed necessary. When repair estimates do exceed this approval threshold, our proprietary claims program, ClaimsLink, can automatically notify the administrator for a repair decision, so that City of Gainesville can review all claim information within ClaimsLink, including the estimate, to make a repair decision.

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**b) Describe how Contractor shall ensure City of Gainesville-Fleet Management vehicles will receive priority service, at network Repair Facilities, to expedite repairs in a timely fashion.**

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The volume of work Element provides to vendors drives compliance and provides superior service to our clients. The Element brand offers significant leverage with repair shops to expedite repairs on behalf of our clients. To ensure we are continually improving our service, we conduct random surveys to assess driver satisfaction with service and quality of repairs.

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**c) Describe the process for communicating immediately to the City of Gainesville-Fleet Management any delays or delivery schedule changes.**

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Element also maintains ongoing communications with the repair facility to assure timely repairs and to hold vendors accountable to complete repairs on time (the daily claim status is available online).

If there are any delays or changes with the delivery schedule, your FPS Partner and Collision Consultant will notify City of Gainesville-designated contacts and will provide updates until the repair is completed.

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**d) Describe how Contractor shall ensure all repair work is completed to industry standards.**

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Repair shops go through a rigorous screening process prior to acceptance into our direct repair network that guarantees work standards are upheld.

---

**e) Provide additional information to amplify this service.**

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We are the only fleet collision services provider that does not rely on multiple shop estimates, appraisers or non-licensed physical damage appraisers to review repairs for accuracy and safety.

Only licensed physical damage appraisers, who have spent time working in repair shops or out in the field as appraisers, will review and negotiate a claim. In addition, our tear down process minimizes the frequency and severity of supplement appraisals. No competitor employs a team of in-house appraisers to review estimates.

Some additional key Element differentiators for Collision Management include:

**An in-house solution:** Element is the only fleet management company to have a program that “lives” in house, but acts as a standalone specialty service, providing our clients with a “best of both worlds” solution. CEI is a driver-focused company, 100% dedicated to safety and collision management with continual, independent investment in this space. Our expert employees, innovative technologies, and advanced analytics empower our clients to prevent collisions, cut costs, and ensure driver safety.

**24/7 Client Care Center for Drivers:** Clients will never be transferred to an after-hours provider or answering service. They will always be able to access a trained collision specialist.

**Industry-leading subrogation services:** Element uses electronic subrogation demands through E-SubroHub, an online forum allowing for faster recovery times and increased recovery rate.

More technology investments than any other provider: Recent improvements include:

- Complete rewrite of our online collision management application, ClaimsLink ExpressLane™
- Estimatrix Investment, which enables our quality appraisers to electronically audit shop estimates and enforce client parameters

## 6. Technology Solution

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### a) Do you have a website or email process for accident reporting?

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We will provide a toll-free number for drivers to report a collision.

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### b) Do you have a website for City to access reports?

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Yes, City of Gainesville can access all relevant information online through our secure portal, Xcelerate, by clicking on “ClaimsLink.” All reports are available for any date range.

Most reports are available in real time. City of Gainesville can print or download all reports into Excel or PDF format with popular reports including:

- Claims management—All, Daily and Closed;
- Subrogation status—All, Pending and Closed;
- Rental management - Open claims and in shop;
- Glass management;
- Repair management;
  - In shop and Open claim;
  - Repair cycle time;
  - Supplements;
- Incidents analysis: Time of day, Day of week, Driver age group, Driver tenure;
- Status analysis—Airbag deployed, Cell phone in use, Vehicle use;
- Annual Metrics.

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### c) Describe the technology you use for accident management, including the name of software manufacturer. Describe the experience, certification, and number of personnel that support the technology.

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Element provides full online access to collision and safety information via ClaimsLink and DriverCare which are through the Xcelerate online web portal. Within ClaimsLink, clients can access all information related to a claim and repair. This includes the full FNOL report, damage photos, estimates, repair decisions, rental invoices, etc. Within DriverCare, clients can view risk levels, driver scorecards and driver events (collisions, MVR violations, photo enforcement/camera violations and client-defined events), as well as compliance status and policy acknowledgments. They can also view the status of all classroom and online training sessions and complete their online training. Additionally, clients have access to a full suite of standardized reports.



Our first online solution was introduced in 1996, followed by a suite of online fleet management applications launched in 1998. Our current client portal, Xcelerate, launched in 2015. Our web-based platform is continually enhanced with new feature releases and user enhancements. We use an agile software development methodology that relies on regular releases to deliver new capabilities for our clients.

Element's IT team provides broad support with cross-functional areas, which includes 24/7 production support, application development, infrastructure, Web tier, Middle tier, Data Services, Desktop services, Networking, Security, DR, and Incident Management. The Enterprise Architecture group governs the overall technology architecture. Element's resources consist of in-house as well as outsourced subject matter experts to maintain system availability. Element has over 70 IT employees that support Xcelerate and other applications.

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**d) Describe if your system can be tailored for your staff to ask questions based on City of Gainesville-Fleet Management needs, prompting quick and easy identification of individual agency (e.g. Police Department, Fire and Rescue, Utilities, Public Works).**

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Out of the box, our online portal Xcelerate is designed to be flexible in meeting the varied needs of each of our clients and users.

Xcelerate allows City of Gainesville to configure the system to suit your processes and workflows and to tailor the interface to best manage your fleet. A few examples of this flexibility are:

- Client specific data fields - Element's technology platforms offer the flexibility to customize fields according to City of Gainesville's unique technical environment, allowing for over 90 client-defined fields to meet user access and interface parameters. Changes are instantaneous in Xcelerate vehicle and driver views and are accessible in the report center within 24 hours.
- Access - Access to Xcelerate can be customized. Users can be enabled to view or update data, limited to a sub-set of data or the entire client by nature of the Element breakdown structure, and access can be restricted to authorized users such as collision, safety & risk information.
- Identifying key performance indicators to track - Within the home screen, you can select desired widgets across a variety of spend categories and drag and drop placement of widgets, personalizing both the sizing and graph types.
- Reporting - City of Gainesville can also easily customize and save reports within Xcelerate. Choosing from a vast library of reports, each report can be customized to determine what data fields are required, and in what order. In addition, reports can be scheduled based on user needs and/or shared across other users within your organization. These reports can also be used to audit your bills, find exception activity, create summary reports, and analyze data for planning and budget purposes. The analytical sophistication of Element's technology applications allows City of Gainesville's fleet managers to identify high or low costs and analyze data by vehicle type, age, driver, model, region, or summary formats. City of Gainesville can alter report templates by adding or deleting data fields, filtering, and sorting.

- Notifications - Users can select from a variety of available FYI type notifications (exe - Collisions with injuries, maintenance over a dollar threshold) which can be delivered via the platform, email, or both.
- Quick Links - Users can define most commonly used features and create quick links to easily access when needed.

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**e) Provide a demonstration of your system in operation (electronic or paper versions). Proposer must provide a live demonstration, if requested by the City for evaluation purposes, whether in person or web based.**

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Please see **Exhibit\_Xcelerate Overview**. In addition, we are happy to provide live demo of the platform if you so desire.

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**f) Is any of your Information Technology functions subcontracted or outsourced? If, yes, identify the company, explain their role, and extend they will be used under this contract.**

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All of Element's databases are hosted in the U.S. However, after a thorough vetting process, a select group of IT outsourcing firms may gain access to certain data sets to support our developmental needs. Offshore resources use highly secure and monitored Amazon Workspaces, which prevent any data downloads and allow authorized to Element systems using MFA. As a supplement to onshore employees, Element offshore provides support to assist with developer and IT support resources. Access to the Element environment remotely is secured using Amazon Workspaces or VPN, which enables Element to "lock down" capabilities within the remote session. This includes controls restricting copy and pasting of information, downloading, etc. The safety and privacy of our data is our number one priority.

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**g) What types of technical support will you provide City of Gainesville-Fleet Management?**

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To best service our clients, our Client Technology Services team provides telephone and email support Monday through Friday, 8:00 a.m. to 8:00 p.m. ET. In addition to training on-demand videos, in-context support and guidance is available throughout our online web portal, which houses an e-Learning (Learning Hub) 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.

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**h) Describe your backup resources and plan for your claims management system.**

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Element treats system stability and performance with foremost priority and use our best efforts to resolve issues as quickly as possible. Historically, access to our web tools and applications exceeds 99%.

Element has contingency plans in place should backup resources ever be needed.

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**i) Describe your procedures for system maintenance. Describe your scheduled downtime (when/length), and system upgrades (when/length). How would you communicate to City of Gainesville-Fleet Management of any downtime or upgrades occurring and how would you communicate when your system is up and running again?**

---

Element's scheduled maintenance windows are typically Sundays from 12 a.m. - 8 a.m. ET with occasional activities after business hours during the week.

Element uses a variety of channels to keep you updated on upgrades/enhancements to our platform. Your dedicated FPS partner will notify City of Gainesville users with upcoming new releases and will provide training as needed for any major new functionality. We also provide information via email through the Element Subscription Center and our newsletter. Additionally, Element uses the platform itself to keep users apprised of new features and to help illustrate a broad understanding of capabilities and value.

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**j) List the client platforms that your system supports.**

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**Online Web Portal/Xcelerate**

Element's technology increases your productivity with a responsive design that automatically adjusts to provide optimal viewing on all devices.

Our online client portal, Xcelerate, is fully customizable, consolidating information from multiple transaction systems and feeding integrated systems, resources, and reporting tools. Xcelerate transforms data into knowledge in order to support more effective cost management and better decision-making through real-time, multi-level access to accurate, actionable information. The single portal view assists City of Gainesville in gaining visibility to critical fleet activities and expenses and allows City of Gainesville to make informed decisions. Xcelerate offers the following benefits:

- **Cost-saving analysis:** The greatest benefit of our information system is simple, electronic access to your data to identify areas to save money.
- **Consistent Client/Driver Experience:** Responsive web and mobile tools provide a seamless experience across all device types (desktop, tablet and phone).
- **One Stop Solution:** Connectivity with service providers automates policy parameters. Access a full suite of reports in a single source.
- **Flexibility for City of Gainesville Control:** Personalize profile setup and management controls for easier use of action tools, dashboards, and reports.
- **Data Trends Available on Demand:** Easy access to actionable insights based on City of Gainesville's specific parameters – no need to wait to find the opportunities to immediately take action. Your fleet managers will have access to see details such as maintenance history and fuel purchases. (Access can be limited to specific fleet units.)

- Performance metrics: You will receive a customizable set of key graphical performance measures to manage critical program dynamics, such as cost per mile, average cost per unit, and CO2 output.
- Enhanced reporting capabilities: New reporting tools generate reports faster and easier than ever before. The system is flexible enough to support simple report creation, exporting, scheduling, and sharing. It also allows for personalization with custom filtering before exporting to Excel.
- Exception identification: Exception reporting and dashboards provide quick access to actionable data, allowing you to address outliers. The tool specifically allows for personalized thresholds to track exceptions, email exceptions to managers/driver, and perform trend analysis through history.

We continue to invest in and develop new tools that enhance your ability to strategize, handle fleet tasks anywhere at any time and receive flawless client service from Element.

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**k) Is City of Gainesville-Fleet Management data protected by security measures to prevent breaches and unauthorized uses?**

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Yes, as part of Element's Information Security Program and company culture, we enforce security awareness at all levels. Training is required on a regular, recurring basis for all Element resources, covering best practices from securing passwords to data classification and handling. In addition, best practices and other information trending related to information security is made available via online articles, all employee emails and in house Yammer post.

Any Personally Identifiable Information (PII) obtained for legitimate business purposes is defined by client service agreements and by the type of Element services you select. Other controls are as follows:

- Data is provided to only those individuals authorized to access data through our client portal.
- Any PII data that must be transmitted over unsecure channels is encrypted and in compliance with industry standard security practices and client expectations.
- We only accept client data in compliance with applicable laws from either the client or approved sources.

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**l) Is there a limit on the number of individuals per administration or agency granted access to the system and are there any additional associated charges?**

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There is no limit to the number of users who can be set up in the system. Element offers our standard technology suite at no charge to clients.

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**m) Provide additional information to amplify this service.**

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The advantage of the Element-CEI relationship lies in our Xcelerate online platform, which integrates the features of CEI's system, providing a one-stop shop for your fleet data and needs. Specific benefits include:

- Greater efficiency - Single place to go to view all relevant fleet related data via Xcelerate
- Avoidance of duplicative maintenance of asset and driver management details
- Use of consolidated analytics in evaluating collisions, relative to additional operational and fixed costs (key factors in sound incident repair decisions)
- Xcelerate for Drivers provides one place for drivers to go for awareness of outstanding fleet related tasks
- Consolidated monthly billing from a single provider.

## 7. Accident Claims Analysis

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**a) Describe your process for determining repair versus surplus of a unit.**

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City of Gainesville can provide repair versus sell parameters to ensure that our representatives only authorize certain repairs.

We consider common factors such as the following:

- If a new vehicle is on order;
- The age/mileage of the vehicle compared to the severity of the damage;
- Concerns for driver safety.

Element considers a vehicle salvaged or declared a total loss based on the condition report and pictures provided by the auction or repair vendor. If the vehicle has sustained damage of more than 60% its retail value, we would recommend the vehicle be declared a total loss. At this point, our Remarketing Manager will assess the vehicle, and City of Gainesville can also review the damaged vehicle.

If City of Gainesville chooses to declare the vehicle as a total loss, the vehicle is removed from the repair facility, and City of Gainesville will need to process a vehicle termination notice with Element. Once the vehicle is terminated, the vehicle is released to either City of Gainesville for disposal or Element's remarketing department for final resale.

- 
- b) Describe reports to be used to perform claims analysis to compare data on City of Gainesville-Fleet Management accidents and repairs with other public agencies or similar fleets to provide meaningful financial trends, causes, and prevention data: reports shall be available on an annual basis or as requested by City of Gainesville-Fleet Management.**
- 

We have the largest collision and risk management client base in North America, which provides us access to the industry's largest benchmarking and best practices database. We have used this expertise to develop proven processes and technologies for fleet drivers and administrators.

Once we have access to your fleet information, we will complete a benchmarking study for you to identify improvement opportunities. We can do this on an annual basis for City of Gainesville.

- 
- c) Provide additional information to amplify this service.**
- 

Please see above.

## 8. Subrogation Services

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- a) Describe your process for subrogation of accident claims.**
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Element reviews every open claim for the possibility of subrogation, including vehicles for which insurance is arranged by City of Gainesville. If subrogation is available, we will pursue third parties on your behalf. All subrogation claims are reported to the adverse parties and/or the liability carrier for expense reimbursement. We also have means to arbitrate a claim if the other party's insurance company denies our claim.

Our subrogation team initiates the pursuit of all adverse parties as follows:

- Official police accident reports are reviewed
- Aggressive use of phone calls and letters
- Subrogation claims are demanded by sending to the adverse parties and/or liability carriers
- Body shop bills and rental invoices are submitted for reimbursement
- Diminished value and Loss of Use is submitted on every claim
- Skip tracing, arbitration panel and police reporting are used to achieve high recovery amounts

- A payment schedule is set up for parties who are uninsured
- Element provides access to subrogation claims notes, recovery status and subrogation management reports through our secure website, Xcelerate.

We have extensive experience managing insured claims for our clients. We handle the entire repair process and pay for all damage to the City of Gainesville vehicle. We present all appropriate documentation to the insurance carrier to reimburse the client directly or collect the funds and transfer back to the client as a credit on the regular invoice.

We are one of the few fleet management companies to partner with Insurance Auto Auctions and Manheim's Total Resource Auction channels. Our Remarketing Managers are based in several large cities throughout the U.S. We provide a full range of services to process and sell salvaged vehicles to licensed dismantlers, rebuilders, insurance companies and dealers with a salvage dealer's license.

Element has a strong history of relationships with top performing auction representatives and brokers. These professionals expedite each stage of the sale process for salvaged vehicles to minimize administrative costs and to drive the best resale value at the least expense for you.

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### **b) Provide additional information to amplify this service.**

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Subrogation is a powerful tool to ensure fair compensation after a collision, but many fleets do not fully capitalize on available money when leveraging this tool; money that the fleet could have collected if they had an experienced team pursuing every possible dollar that can be collected from the at-fault third party. The process of collection through subrogation is often complex, time-consuming, and riddled with challenges that make it difficult for a fleet to fully pursue subrogation. Outsourcing subrogation to Element provides fleets with a dedicated team whose sole focus is to collect every dollar that is rightfully owed to the fleet. For example, insurance providers may look to pay as little as possible even though at-fault parties owe 100% of the damages by law, and underinsured and uninsured parties may likely have trouble producing the funds to cover the damages. A dedicated subrogation team has the necessary experience and knowledge to recoup the maximum assets available for clients, no matter the situation.

Every claim Element receives is checked for potential loss recovery. Of these claims, three out of every ten claims are referred to our Subrogation Team, typically within 24 hours of receiving the First Notice of Loss. Element can collect from uninsured third parties via debit and credit cards, and Element's subrogation professionals can use legal and arbitration resources when necessary. Element has a dedicated Loss Recovery department consisting of subrogation professionals who examine every claim

## **Success Stories**

### **Subrogation team achieves customer's goals**

#### **Situation**

- \$12,000 of damage during an accident; crucial to incur costs and receive recovery within the same billing cycle to avoid impacting the manager's P&L and monthly bonus
- The driver did not obtain information from other party at the site of collision

#### **Solution**

- Subrogation team ordered the police report, sent a request for Diminished Value report
- Accident Management monitored repairs to minimize downtime

#### **Impact**

- **143%** of cost recovered
- Vehicle repair charges and subrogation recoveries occurred in same billing cycle
- Customer's manager received his bonus

Element receives for recovery potential. We will pursue reimbursements for loss of use, diminished value, and personal property damage.

Through our claims system, the Element team is able to pull images and files directly from our claims records and automatically generate the documents needed to begin the recovery process. Element has built the subrogation process to include electronic document management efficiencies that free its professional collectors up from having to track down documentation, so that they can focus on collections. All recovery follow-ups are tracked electronically, and subrogation specialists are systematically “prompted” to take the next action on a claim to ensure timely collections.

The advantage of using Element’s subrogation service is the combination of tenured subrogation professionals who know how to negotiate and work within insurance confines paired with automated online systems that track all steps and increase efficiencies in the subrogation process. Another advantage of our collision services program is the online portal. Our ClaimsLink portal has full details, including subrogation notes, for client access. Here, clients can view documents online and track the status of claims. Finally, we have access to a national network of collections agencies and legal representatives who can provide you a best in class representation in recovering funds.

## 9. Cost Control

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**a) Describe any charges or fees, if any, between a repair facility and Proposer that Proposer charges the repair facility to be part of their network and any finder’s fee or commission/rebate the repair facility pays to Proposer for repair work they perform. Identify formula and whether it is applied before or after taxes.**

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Payment terms vary according to individual contracts. Certain details of our vendor agreements are considered confidential and proprietary to Element and, therefore, cannot be shared.

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**b) Describe how your company will control cost to minimize City of Gainesville-Fleet Management costs for repairs.**

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Keeping collision repair costs low is one of Element's top priorities following a crash. We control repair costs with experienced claim appraisers, tear down policies, volume purchasing, advanced technology and in-network discounts.

**Experienced Staff:** We use licensed appraisers to review and negotiate claims. With over 20 years average industry experience, our claim appraisers are trained on all major estimating software. They review each and every estimate submitted by a repair shop, referencing photos of the damage. Our in-house licensed appraisers negotiate an average of 8% (\$150) cost savings from original estimates.

**Tear Down Policies:** Element's tear down procedure minimizes unforeseen damages and validates initial estimates. We instruct all our vendors to tear down vehicles on larger crashes before estimates are



completed. Our appraisers use advanced software and technology tools, along with high-resolution digital imaging, to verify all suggested repair charges. These efforts minimize supplemental or unnecessary repair costs.

**Volume Purchasing:** Because of our size, we can provide City of Gainesville with volume purchasing and sourcing. Clients benefit from extremely competitive pricing from high quality auto body shops. We have contracted rates with our network body shops, and we benchmark these with insurance company rates to ensure we have regionally competitive rates for body labor, frame, painting and parts.

**Advanced Technology:** Additionally, City of Gainesville will see clear differentiation in our ability to provide you with real time data, reporting and analytics to reduce preventable collisions and minimize your risks. If a collision does occur, our online tool, ClaimsLink™, provides full visibility of photos, negotiated repair savings, invoices and 22 reports, including loss reports.

In 2021, our appraisal team recorded over \$26 million in direct repair cost savings for our clients.

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**c) Describe your qualifications of your internal cost estimate auditing staff.**

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Element's team of Certified Adjusters includes experienced mechanics, all with ASE and I-CAR Platinum certifications.

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**d) Describe your independent appraisers' selection and qualification process.**

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Element employs a Quality Control team of 23 licensed physical damage appraisers to review estimates, with an average tenure of over ten years. This team reviews all repair estimates and negotiates cost savings. These appraisers have worked as estimators or technicians in body shops or as independent appraisers for major insurance companies. No other provider can match this team's skill and expertise when it comes to auditing estimates.

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**e) Define appraisals, estimates, teardowns, supplements, opens and your process for managing them to control City of Gainesville-Fleet Management cost.**

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Estimates are traditionally written by our Network repair facilities, either after seeing the vehicle in person or receiving photos via our Photo-Based estimating process. All estimates are reviewed by our Quality Control team, who leverage advanced technology tools such as CCCOne integration and the Adjust Rite platform. Less than 3% of our claims are assigned to an independent appraiser, which saves our customers time and money. Our Network shops are instructed to write a damage estimate for all visible and known damage, and also quantify an "open amount" of possible additional, inner structure damage. If the estimate is written with an open amount a tear down PO, for no more than 4 hours labor, is issued. The extent of the damage is then confirmed and the estimate revised. At that point, the repair decision is made. If a supplement is found during repairs that supplement is also reviewed for quality and savings opportunities.

---

**f) What is your percentage of repair dollars due to supplements? How do you control the use of supplements? How do you keep supplements to a minimum?**

---

A recent industry study showed a rising level of supplements over the past several years, with the most recent 2021 figure eclipsing 60%. Element's level of supplements are currently running at approximately 40%, accounting for an average of 25% of repair costs.

Element uses a unique tear down process to reduce the frequency and severity of supplements.

We will only authorize a tear down of City of Gainesville vehicles when a shop suspects there may be hidden damage after their initial inspection. Element is unique in that we require our shops to provide an "open" amount, approximating the severity of the hidden damage.

We will provide the "open" amount to City of Gainesville prior to proceeding. This ensures the repair shop does not remove components vital to driving, rendering a drivable vehicle non-drivable. Once the vehicle arrives at the shop, the facility performs a tear down and immediately notifies Element if extra damage is found.

Repairs will not move forward until the shop provides a revision to its initial estimate that includes all hidden damage with City of Gainesville providing authorization to move forward. City of Gainesville has the option to deny the repair at this point. In this case, City of Gainesville will only be responsible for two body-labor hours' worth of time for the tear down.

This process ensures we catch as much damage as possible upfront. It also ensures that we do not repair a vehicle that should have been categorized as a total loss after excessive supplements are taken into account.

---

**g) Describe your procedure for handling cost differences (whether less or more) between an independent appraisal versus a repair facility estimate.**

---

Our Independent Appraiser Network is required to reach an agreed price with the repair facility. In the very rare cases that it is not possible, our in-house appraiser team of Quality Control experts will handle to resolution.

---

**h) Describe your process for resolving repair estimates/appraisals when the City of Gainesville-Fleet Management considers the estimate/appraisal too high.**

---

Element's Collision Management program is designed to eliminate the need for multiple estimates while also minimizing costs and maximizing safety. We manage vehicle downtime by obtaining a single estimate from one of our over 3,000 Network repair facilities. These shops are trained in Element procedures and will be educated on City of Gainesville processes and parameters as well. All estimates are reviewed in-house by Element as well and our team of 20+ in-house appraisers documents savings

and make revisions based on your guidelines. All repair management efforts are visible to clients via ExpressLane.

If City of Gainesville deems the estimate/appraisal to be too high, we can obtain another on your behalf.

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**i) Provide additional information to amplify this service.**

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Please see above.

## 10. Drivers Training

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**a) Describe your web based driver safety courses you offer for this contract. List all classes available and whether they are scored and interactive.**

---

Element offers our clients the ability to fully customize a safety training program that will maximize savings for their business and reduce the frequency of collisions. Our training modules are convenient and flexible for drivers, with automatic record keeping for fleet managers. Web-based training programs engage drivers through high-impact visuals, crisp audio, interactive exercises and simulation, all of which are reinforced with tracked quizzes. In North America, modules are offered in English, Spanish and French-Canadian.

We offer the following options:

### Assigning and tracking training

DriverCare Risk Manager automatically assigns modules to drivers on a remedial basis after specific events appear on the driver's Risk Assessment. Triggers for automated training can be customized on a per client basis. Most clients supplement such remedial training by assigning quarterly training to the entire fleet. The DriverCare Risk Manager program includes access to our library of training modules, so there is no additional cost. Local managers can also assign training to their direct reports as they see fit.

Element's system makes it easier for drivers to complete mandatory training. City of Gainesville, or their account manager, triggers an email from DriverCare to drivers indicating the required lessons to complete. Drivers are given a timeframe to complete the training assignment at their convenience, and reminder emails are sent before the training completion is due and once the training assignment is past due. Management will have online visibility to the status of lessons assigned for each driver. All of our DriverCare online trainings contain quizzing in each lesson that must be completed with a perfect score before the driver can finish the assignment.

### Training options

Our flexible purchase plan allows City of Gainesville to group and select a specific quantity of lessons or choose from the entire inventory. We also offer DriverCare Risk Manager clients the development of a

City of Gainesville-customized Safety Policy Module with assessment questions, at no extra cost, in addition to the ability to update the module on a yearly basis. As a best practice, many of our clients assign this module annually to refresh drivers about their specific fleet policy.

We offer a suite of over 40 light to medium duty modules in English and French Canadian. Element has also created its most advanced training module yet, Hazard Awareness, which offers an immersive experience unlike any training we have done in the past through the use of virtual reality interfaces. Additionally, Element now offers truck training via Instructional Technologies' PRO-TREAD training modules, which include truck-specific topics like backing and docking, lift gate safety, night driving, special handling of food or hazardous materials, and many more. All Instructional Technologies modules are available for an extra cost.

### **Auto lessons**

Drivers can learn techniques that create an extra margin of safety in a wide range of critical driving situations. Lessons are 10 minutes in length, and they include review sessions and a final exam. Topics include:

- Advance Driver Assistance Systems
- Alcohol & Driving – A Deadly Mixture
- Avoiding Aggressive Driving
- Avoiding Distracted Driving
- Avoiding Collisions at Intersections
- Avoiding Collisions in Parking Lots
- Avoiding Collisions While Changing Lanes
- Avoiding Rear End Collisions – What You Can Do
- Coaching the One Second Advantage
- Driving Impaired —Not Worth the Risk
- ECO Driver
- Managing Your Time and Speed
- Preventing Rear-End Collisions
- Protecting Yourself and Your Vehicle
- Ready to Drive
- Speeding – Fast Lane to Disaster
- The One Second Advantage
- Understanding Traffic Signs and Signals

### **Truck Lessons**

Drivers of medium and heavy trucks can learn techniques that help create an extra margin of safety. Lessons are 10 minutes in length, and they include review sessions and a final exam. Topics include:

- Avoiding Collisions at Intersections
- Avoiding Collisions While Backing
- Avoiding Collisions While Changing Lanes
- Avoiding Distracted Driving
- Driver Logs: Recording Your Time

- Driving After Dark: Avoiding Fatigue and Using Night Vision
- Hours of Service – Understanding Regulations
- Managing Your Time and Speed
- Preventing Rear-End Collisions
- Winter Driving

### Mini-lessons

These 5 to 7 minute lessons cover an additional range of safety topics including:

- All-Wheel Drive—Know the Basics
- Breakdown Safety
- Driving in the Rain
- Driving Safely Next to Large Trucks
- Proper Use of Seat belts and Airbags
- Properly Maintaining Your Business Vehicle
- School Traffic Safety
- Seat belts and Airbags – Using Them Most Effectively
- Tire Pressure – It’s Effect on Mileage and Traction
- Using Your Anti-Lock Braking System
- Vehicle Ergonomics 101
- Winter at the Wheel

#### What our clients are saying:

*“I have taken a few driver safety trainings during the time I had a fleet vehicle. Element’s training videos have been the best ‘defensive driving’ trainings I have ever taken.”*

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#### b) Provide additional information to amplify this service.

---

Element is the only provider capable of offering a bundled, unlimited training solution that does not charge per training module. Element’s DriverCare program automatically assigns remedial training based on MVR results, collision reports, and toll and photo enforcement violations. City of Gainesville Fleet managers can also assign unlimited supplemental training.

## 11. Contract Implementation:

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#### a) Describe your implementation (rollout) plan if awarded this contract to include the timeframe to establish this service for the city.

---

Element has extensive experience with successfully implementing unique programs for a diverse range of clients. This is reflected through a 96% client satisfaction rating for our implementation methodology in

2021. We realize that there are going to be intricacies to every implementation; therefore, we allocate a strategic project manager to work with City of Gainesville throughout the implementation process. Our approach applies project management methodology and customized consulting to address all aspects of fleet management. We simplify this process by managing all project details, managing resource time efficiently for City of Gainesville, and streamlining the transition for your fleet team and drivers. This service is offered at no additional cost.

To ensure extraordinary results, we leverage a dedicated implementation team whose sole mission is to own the setup process from start to finish. This team will exceed client service expectations by delivering a smooth transition for both City of Gainesville and its fleet drivers. We work to understand each of your processes so we can develop the most effective ways to manage the transition and provide ongoing support for your fleet. The transition process is continually updated based on knowledge gained with each new client; we are constantly learning and sharing best practices.

Our implementation project manager, in tandem with a team of product experts, will ensure a successful integration of City of Gainesville into Element and facilitate all tasks, data collection, and transition activities. The implementation manager leverages strong project management skills to help us exceed your expectations and acts as a liaison between you, Fleet Partnership Solutions, Operations teams, and third-party vendors.

The Implementation team uses a repeatable and reliable Implementation Process Toolkit that may include:

- Detailed project plan;
- Communications plan (internal and external);
- Mutually determined transition date;
- Task lists;
- Status updates;
- Success measures and satisfaction surveys.

The team approach to implementation also involves daily/weekly status calls, which enable us to monitor progress and immediately address any concerns. We believe that teamwork, defined tasks and tools, established timelines, and accountability drive success in each of our implementations.

**What our clients are saying:**

*"The implementation team performed above expectation in all facets. The team took the time to explain the 'why' behind the 'what' on many occasions for us. They listened to our questions and carefully communicated the required steps or process."*

Each implementation plan is unique to your specific requirements and enrolled programs. Generally, most clients feel comfortable with a "go-live" transition that takes place within 60-90 days; however, we are equipped to accommodate a timeline for your specific needs.

- 
- b) Provide an organizational chart that represents the individuals and functions that they will provide for this contract.**
- 

Please see [Exhibit\\_Account Team Org Chart](#).

- 
- c) Describe key personnel (management and field) that will be providing service on this contract: their years in industry, training, licenses and experience.**
- 

Element uses a team approach to account management that allows us to provide you with expertise in every aspect of the vehicle lifecycle while reducing operating costs, minimizing fleet administration and improving driver satisfaction.

Our goal is to significantly reduce day-to-day administrative requirements for City of Gainesville and to provide fleet management services that exceed your expectations. We customize our approach and solutions to align with your key objectives and to improve your fleet operations. Our comprehensive best-in-class Fleet Partnership Solutions (FPS) program enables City of Gainesville to focus on your core business while providing you with additional resources to make your job easier.

Your core account team includes an Account Executive, FPS Partner, Collision Consultant and Strategic Consultant. This team helps you implement an annual customized plan that outlines all of the key initiatives required to meet your goals for the year. This comprehensive document becomes the working project plan for the year and ensures we complete all tasks in a timely and consistent manner.

In addition, we expand your team during implementation to include an implementation project manager. Below are the roles and responsibilities for each team member:

### **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. Your Account Executive is responsible for understanding your specific business issues and partnering on the development of the Strategic Engagement Plan specific to City of Gainesville's strategies and financial performance.

### **Fleet Partnership Solutions (FPS) Partner**

Your FPS Partner is responsible for simplifying operations, streamlining policies, and reducing overall time and fleet expense. Your FPS partner manages your day-to-day fleet management tasks so you can focus on the strategic aspects of your business.

### **Collision Consultant**

Your Collision Consultant streamline the collision process, manage your online client policy, and provide ongoing consultation.

### **Strategic Consultant (SCS)**

Your SCS consultant works closely with your Account Executive to drive cost savings for City of Gainesville. Your SCS consultant is responsible for exploring new ways to achieve operating expense savings, improving fleet efficiency, addressing business challenges, and measuring and enhancing the satisfaction of your drivers. Your consultant will help develop strategies, identify opportunities, and manage strategic projects.

### **Subject Matter Experts**

For each service you choose, you will be assigned a Subject Matter Expert (SME). Risk & Safety subject matter experts work closely with one another and with your dedicated Account Team.

In 2016 we acquired CEI, an industry leader in collision management with over 40 years of experience.

The advantage of the Element-CEI relationship lies in our Xcelerate online platform, which integrates the features of CEI's system, providing a one-stop shop for your fleet data and needs.

Element currently manages the industry's largest Collision Management portfolio (over 900,000 vehicles). In 2021, Element managed over 56,000 repairs and collected over \$60 million in fleet subrogation, as well as over \$19 million in savings found by our quality control department. No other provider can match

Element provides collision and risk management services to the largest client base in North America. We provide:

- Access to the industry's largest benchmarking and best practices database;
- Industry leading processes and technology that have been perfected for fleet drivers and administrators;
- We use licensed appraisers to review and negotiate claims. With over 20 years average industry experience, our claim appraisers are trained on all major estimating software. They review each and every estimate submitted by a repair shop, referencing photos of the damage. Our in-house licensed appraisers negotiate an average of 8% cost savings from original estimates.

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#### **d) Provide additional information to amplify this service.**

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### **Stable Account Management and Implementation Teams**

Our team members are simply the best in the business. Most of our account and implementation managers have a long tenure with Element (Account Executives average over ten years of experience, and implementation managers 20 years). These managers know the business; more importantly, they know what it takes to keep clients happy. In 2021, Element transitioned 58 new clients. On average, these clients rated our implementation 9 out of 10.



## 12. Annual Meeting and Review

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### a) Describe the annual review process and the data to be presented at this meeting.

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Your Account Team will produce periodic business reviews for City of Gainesville. The rhythm of these reviews will be mutually decided by Element and City of Gainesville. These reviews will look at prior trends and at forward-facing potential opportunities. In order to determine appropriate recommendations for City of Gainesville we must understand how your fleet has performed and what is desired to change or grow. We want to spend time discussing the impact of strategic initiatives we have worked on as well as the next round of projects and any changes to these based on City of Gainesville's internal goals. This will include:

- Key accomplishments of the past year, quarter or cycle
- Key observations of the past year, quarter or cycle
- A timeline of what we need to accomplish over the next 12 months
- KPI comparison between two time periods
- Cost Summary by category
- Strategic recommendations
- Policy review
- Macroeconomic update

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### b) Provide additional information to amplify this service.

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Element's Account Team of trained industry professionals have many tools at their disposal and can share them with City of Gainesville for optimal fleet management and the identification of several cost savings opportunities.

Your day-to-day FPS (Fleet Partnership Solutions) Partner will utilize these tools to help manage your fleet:

- **Client Partnership Plan:** Element's FPS team uses this tool to track time sensitive repeatable activities and establish a cadence of reporting that City of Gainesville will be provided to proactively impact fleet activities. Our reporting covers a wide variety of topics and can be delivered as needed.
- **Strategic Engagement Plan:** This tool allows Element to align with City of Gainesville's goals and create actionable initiatives that can be tracked for all parties. The plan will be reviewed with City of Gainesville on a regular basis and will be made available on a mutually agreed upon frequency. This plan can be customized for City of Gainesville and include any and all projects in flight.

- **Executive Fleet Dashboard:** This is a monthly report that shows financial activity and trends. The report will be reviewed first by Element's internal Account Team to identify any variances or discrepancies that need to be addressed. Then the Team will review this with City of Gainesville stakeholders and provide any insight or guidance, if action is needed. The report will show a rolling 13-month financial review as well as some key performance indicators. There is also a detailed view of fixed and variable expenses, comparing current month to previous month at a detailed line-item level.
- **Exception Report Dashboard:** Provides driver exceptions for various services including fuel purchasing, registration status, inventory changes, fuel card usage, PM compliance and maintenance utilization. This report is produced monthly and can provide an email to each driver for their infractions. City of Gainesville can customize this report and select only the exceptions important to City of Gainesville to monitor with an email.

## 13. Publications

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**a) Describe manuals/flyers/publications to be provided the City of Gainesville-Fleet Management to promote the claims management process and encourage safe driving practices.**

---

We support bulk communications to clients and drivers via electronic mail; we also provide tele-conferences when needed. As part of our implementation process, we will create sample communications for your review, and, once approved, we'll send all your drivers a welcome email with details on each of your services.

After your fleet is fully implemented, Element's FPS (Fleet Partnership Solutions) team will continue to support any bulk communications: regular newsletters and emails will keep drivers connected and informed. In addition, we will provide efficient, informative communications during natural disasters and other emergencies, ensuring drivers understand processes and procedures for obtaining assistance in these situations.

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**b) Provide additional information to amplify this service.**

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Please see above.

## 14. Invoices and Statements

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**a) Contractor will invoice sales tax as a separate line item: YES/NO**

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Yes

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**b) Provide additional information to amplify this service.**

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Our billing system was designed to support different alphanumeric breakdowns, hierarchies, and billing structures. We can provide clients with 12 levels of coding and up to 42 total characters including alpha, numeric, and other special characters. We can support API, EDI, FTP, email, and invoicing to separate divisions or cost centers. In order to have transparent billing, we currently have over 700 different charge codes, which allows City of Gainesville to clearly identify their billing charges.

## 15. Warranty

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**a) Contractor shall provide a warranty on all repair work provided at networked repair facilities, as long as the Purchaser owns the vehicle. Warranty shall include all labor and materials subject to manufacturers' parts, and paint warranties. Unless otherwise stated at time of repair.**

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As part of our vetting process for our network repair facilities, we look for providers that include workmanship warranties.

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**b) Contractor will submit a copy of all warranty information applicable to this contract in his proposal.**

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Below is the warranty section that is included in our agreements that we have with our repair shops. Our full vendor agreements are considered confidential and proprietary to Element and samples cannot be shared.

### WARRANTIES

*Vendor agrees to warrant and guarantee all parts, repairs, paint, materials, and workmanship free of defects for a period of 30 months.*

*VENDOR agrees to satisfy all valid customer complaints made within the applicable guarantee or warranty period of 30 months.*

*VENDOR agrees to be responsible for any and all costs and expense connected with or associated with the honoring of a warranty or guarantee issued or implied by VENDOR.*

---

**c) All materials or equipment provided shall be new, unused, of the latest model or design, and of recent manufacture, unless otherwise specified by the customer.**

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Element can comply with this requirement.

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**d) Provide additional information to amplify this service.**

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Please see above.

## 16. Reports

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**a) Provide examples of standard data collection, measurement, comparison, and analysis reports that will be available under this contract, marked them as “standard reports.”**

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Please see **Exhibit\_Sample Collision Standard Reports**.

---

**b) List all report items available and whether they are available electronically and on-line.**

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To best provide City of Gainesville a superior experience in reporting metrics, Element's online Report Center includes fully customizable reports. All reports are fully downloadable in multiple formats, including Excel and CSV, and report output is fully sortable and analytics-ready. Reports can be scheduled according to your time frame and emailed to designated personnel.

To see the list of Collision Reports that we offer, please see Question B of the Technology Solution section.

---

**c) Does your system allow the City of Gainesville-Fleet Management to check repair progress online? How do you keep track of repair status? Does your system allow the City of Gainesville-Fleet Management to view existing charges owed and statements online?**

---

We provide electronic and text communications to drivers during the entire repair process. These communications include:

- A confirmation of a reported claim including next steps in the claim process so the driver knows what to expect
- Complete repair information
- An alert if a driver misses an appointment to obtain a repair estimate
- Notification that the repair has been authorized
- A reminder that City of Gainesville wants the vehicle repaired and that hidden damage may compromise the safety of the vehicle
- Notification that the repair is completed

These communications contain enhanced technology such as Google Maps directions to the repair facility. The mobile-formatted emails make it easy to keep your drivers informed of status or next steps regardless of their location.

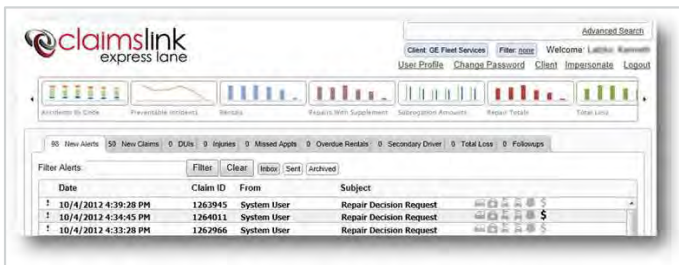
City of Gainesville can enable and disable these driver electronic communications.

We have found that these communications increase driver satisfaction and productivity while reducing rental costs.

### Communication to City of Gainesville’s managers

Element clients have access to ClaimsLink, which will allow City of Gainesville to receive and respond to electronic messages, track the status of each claim/repair and quickly identify claims where action needs to be taken.

Element's invoice consolidates all applicable charges on a monthly basis. For your convenience, you can review your billing information at any time in Xcelerate (Element's online client portal). Client-designated bill reviewers and receivers have the ability to download monthly invoices in PDF or Excel formats.



Thank you for calling **Element Fleet Management**. Your claim has been successfully initiated.

To expedite service, you can refer to your claim number: **1366158**

Primary Damage: Passenger Side  
Additional Damage: None

Should your vehicle have additional damage that is unrelated to this claim, and has not been reported — please contact **800-231-1044**.

The Element Direct Repair Network Vendor is as follows:

Address: Jim Berry Collision  
1850 Hikes Lane  
Louisville KY, 40218  
[Click here for a vendor map.](#)  
[Click here for directions to the vendor.](#)

Phone #: (502) 452-2188

Date you agreed to go for an Estimate: **By Tuesday, February 11, 2016**

If you have any questions at all, please contact us at **800-231-1044**.

Please review additional claim process details with the following link:  
[I would like to review my Claim Process Details](#)

**d) Describe your process for customizing City of Gainesville-Fleet Management reports, any associated costs and standard timeframe for completion. Provide examples of customized reports, marked as “customized reports.”**

Element collects hundreds of data points on our collision services and driver safety solutions products. We can build custom reports using this data and distribute them to City of Gainesville at the desired rhythm.

Your Account team will work with City of Gainesville to create a Client Partnership Plan (CPP) that identifies specific reports you need.

**e) Provide additional information to amplify this service.**

Our online information management systems capture detailed data for reporting, providing significant opportunities to enhance fleet management effectiveness. Our system reports provide exceptional value to clients in the following areas:

- Cost management: Determine total life cycle costs, analyze cost trends, identify cost savings opportunities, implement actions to lower fleet costs, and track progress toward fleet and business objectives.
- Policy management: Monitor and enforce fleet policies using information from transaction and exception reporting.

- Data integration: Use integrated data for better decision-making, through multi-level access to accurate, actionable information.
- Benchmarking: Identify meaningful benchmarks for both internal measurement and comparison with like organizations.

## 17. Records Retention

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**a) Describe the contractor's process for maintaining all relevant records for at least three years after completion of this contract.**

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Vehicle data remains available online for 18 months after the vehicle has been sold. Thereafter, data remains in the data warehouse for ten years.

You can view and download 8 years of billing summary information and 18 months of invoices. To access archived information, City of Gainesville can contact their account team and request data retrieval.

---

**b) Describe the contractor's process for maintaining for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this contract.**

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Please see above.

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**c) Provide additional information to amplify this service.**

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Please see above.

## 18. Contractor's Representative

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**a) Describe how Contractor's representative will function as the primary managerial point of contact, ensure supervision and coordination and take corrective action as necessary to meet contractual requirements.**

---

Your dedicated Account Executive provides strategic management of your account. Your Account Executive is responsible for understanding your specific business issues and partnering on the development of the Strategic Engagement Plan specific to City of Gainesville's strategies and financial performance.

They will work in tandem with your fleet administrators to continuously improve the Element-City of Gainesville partnership.

Responsibilities include:

- Lead strategic initiative planning and continuously monitor fleet performance
- Collaborate with your account team to deliver you cost-savings
- Manage your service portfolio and long-term strategies development through evaluation and benchmarking
- Function as a direct line into senior Element leadership

In addition, your FPS Partner will manage your account tactically. Your FPS Partner provides day-to-day support and is responsible for simplifying operations, streamlining policies, resolving any issues and reducing overall time and fleet expense.

---

**b) Describe your overall approach to managing and delivering quality Vehicle Accident Management Services to the City.**

---

Our Collision Management program drives value to our clients by decreasing collision-related downtime and costs while increasing subrogation recovery. More importantly, we keep your drivers, customers and community as safe as possible, by ensuring the safety of every vehicle repaired.

**Collision reporting:** When a collision occurs, our Customer Care representatives prioritize the safety of your drivers while capturing and completing the most comprehensive first notice of loss in the industry. Drivers call in to fully trained, Element representatives (available 24/7) to report a collision, emergency tow service and obtain vehicle rental assistance.

**Cost-effective repair management:** Element employs only the highest quality employees and at City of Gainesville's disposal will be a Quality Control Specialist with I-CAR training and an Automotive Service Excellence (ASE) certificate. Our event-driven system provides your certified adjuster immediate access to the specifications of the vehicle and to the repair shop handling the repair. Your certified adjuster reviews the estimate, negotiates with the shop and evaluates the repair based on your policy.

**Subrogation:** When your driver is in a collision and is not at fault, our subrogation team evaluates the claims and does the necessary background work to recover your costs, which includes the repair, loss of use, diminished value and more. In fact, three out of every ten claims are referred to our subrogation team within hours of receiving the First Notice of Loss. Aggressive action is taken to recover all costs related to the repair, with an average recovery rate of 94 percent of funds pursued.

**In-house customer service and technical expertise:** All Collision Management services, including repair management, subrogation, estimating and collision reporting, are coordinated and managed by in-house experts who receive ongoing training on the responsibilities of their role.

**Transaction tracking and trend analysis:** Access to a wide range of collision and risk information is available via reports through the online Element Xcelerate portal. Data can be downloaded to the user's desktops for integration into other management reports. Custom reports can be fulfilled and repeated as needed by the data and analytics team.

---

**c) Describe how you would structure your services to accommodate the requirements listed in this RFP. Also, describe what internal controls and/or communications methods you would use to track, monitor and report progress on this contract.**

---

We want to know where your fleet is today and where you want it to be tomorrow. We know our solutions aren't one size fits all, which is why we have a vast library of best practices, project plans and timelines that we can consult and customize to work in the most effective way for City of Gainesville. However your business changes and grows, we can meet those needs. Element's powerful blend of technology, our services and consulting will specifically address how we can lower your costs and collision rate.

Element provides business reviews using Power BI as a dynamic reporting engine to create meaningful performance dashboards for clients and allow our clients to access them as needed. Many of our clients have a specific focus area for these dashboards and others prefer a high-level executive summary of what is happening within their fleet. These dashboards are largely graphical and can be customized for City of Gainesville to show what you value most. The charts and graphs are easily exported or can be used in other internal presentations.

In addition, Element's Account Team of trained industry professionals have many tools at their disposal and can share them with City of Gainesville for optimal fleet management and the identification of several cost savings opportunities. For more information on these tools, please see Question B of the Annual Meeting and Review section.

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**d) Contractor self-assessment: Complete this statement: As a qualified Contractor in the area of Vehicle Accident Management, I will provide customers with ...**

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Our Collision Management program allows you to reduce your costs by increasing productivity and minimizing driver downtime. We provide:

- Ongoing support to design and maintain customized, cost-effective collision management operating parameters;
- 24/7/365 driver service from experienced, bilingual collision management professionals;
- End-to-end repair management (online photos, repair alerts, etc.);
- Service to drivers through vehicle pick-up and repair completion/vehicle replacement;
- Cost recovery management where no-fault legislation / government insurance provinces exist; full subrogation in all other states/tort provinces;
- Reporting on driver behaviors and trends, recommendations for actions to reduce costs and increase productivity;
- Over 2,000 repair facilities in our network, and direct drivers to facilities based on proximity to their home or office, minimizing travel time;
- Licensed appraiser "Quality Control" staff to review all repair estimates and negotiate directly with the repair providers. All savings are documented with visibility in the ClaimsLink application;



- Scheduling of appointments for drivable vehicles at the beginning of the week to avoid the cost of weekend rentals while shops are closed;
- Client-defined thresholds (repair costs, months on road, mileage, book value) to make repair decisions on the spot;
- Instant transmission of verbal repair estimates to City of Gainesville as soon as received to minimize the authorization cycle; Element then follows-up later with written estimates, independent appraisals (as appropriate) and photographs of the damage;
- Rental usage tracking to place drivers into comparable vehicles and to ensure that the driver turns in the rental as soon as the original vehicle is ready, minimizing over-rental charges;
- A waiver of up to 30-days of storage fees for vehicles that are not picked up immediately (up to \$30 or more per day);
- A guarantee for repair workmanship for the life of the vehicle, which means you only pay for a repair once.

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**e) Provide additional information to amplify this service.**

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Our clients see us as a true value-added business partner and not just a vendor. By supplying our internal teams with the best tools, resources, and support they need, Element provides you the highest level of Customer Service. Client experience is embedded throughout Element operations and our extraordinary customer service is reflected in every action and interaction with which we engage.

Your fleet resources will leverage the most updated industry information, will identify creative ways to integrate our products and services into your daily operations, and will remain strategic in securing cost savings and data-driven recommendations for you.

Element also employs external training resources to further enhance our employee's core competencies. One such example includes attending Ritz Carlton training sessions to receive training on:

- Problems or Opportunities: Learning the difference and what our client wants.
- Fundamentals of Listening: Discussing the different types of listening, sympathy vs. empathy.
- An Empowered Apology: Detailing the key components of an effective and authentic apology, how to handle various client issues through role playing.
- Effective Service Recovery: Exploring the components of effective service recovery such as timeliness, ownership and follow-up.

## 19. Glass Replacement

---

**a) Describe the Contractor's process for obtaining services to replace vehicle/equipment glass after a reported accident/incident.**

---

We provide quick and easy glass repair and windshield replacement pricing for your drivers. City of Gainesville's drivers simply call our toll-free telephone number to make an appointment. We then assess

the driver's needs, determine if a repair or replacement is appropriate, arrange a convenient time/date for service and determine whether mobile service or in-store location is preferred. We pre-qualify every glass request to assess the possibility of a glass repair, as opposed to a glass replacement.

We routinely partner with industry leaders and experts in glass replacement. We provide 24/7 service for scheduling of mobile or in-store glass services, which includes over 6,000 service technicians and nationwide warranty. Call center service representatives are trained to handle our calls and have online connection to our vehicle asset and client parameter information.

---

**b) Will the Contractor use the City of Gainesville-Fleet Management preferred vendor with no mark-up for this service?**

---

To the extent that the preferred vendors are part of the Element network, there will be no additional costs/mark-up to the City of Gainesville.

## 20. Motor Vehicle Record (MVR) Checks

---

**a) Describe the Contractor's ability to perform Motor Vehicle Record (MVR) checks for current and prospective city employees.**

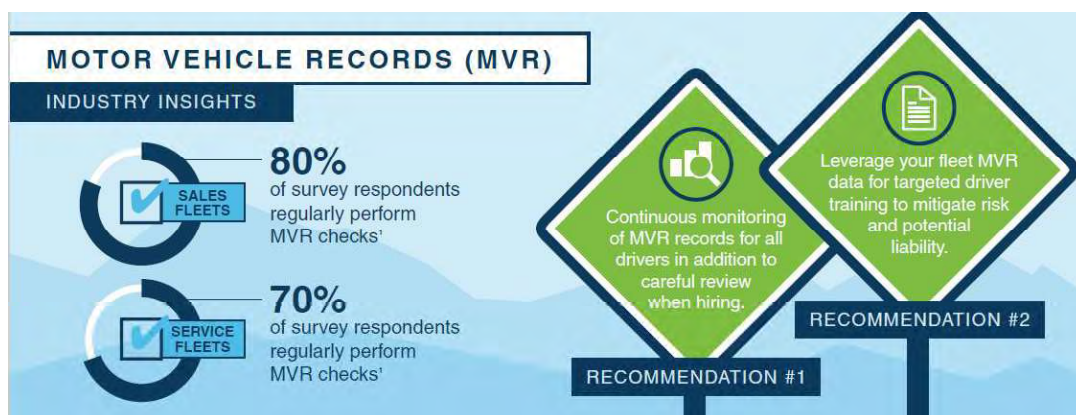
---

We offer MVR Monitor. Available with both MVR Manager and DriverCare Risk Manager, the system scans each state's motor vehicle records database for negative changes to driver records and will trigger a motor vehicle record pull for that driver. Clients receive notice of these triggered MVRs once the report is returned to DriverCare. Events captured are automatically assessed/graded and remediated in accordance with City of Gainesville's program directive.

Element obtains a report from nearly all states within minutes of receiving the driver authorization. We can order MVRs both in bulk and on a 'one-off' basis.

**b) Provide additional information to amplify this service.**

---



# Price Proposal

## 3.1 PRICE PROPOSAL

Proposers must submit all pricing using this worksheet.

COST EVALUATION WORKSHEET		
Description	Unit	Cost
1. New account set up	\$/account	█
2. Accident Loss Notices - first report of loss █	\$/claim	█
3. "Report Only" Claims	\$/claim	█
4. Accident Report customization	\$/hour	█
5. Auto Claims Management		
a. Light Duty Vehicles █		
I. Network Provider Shop	\$/claim	█
II. Non-Network Provider Shop	\$/claim	█
III. Salvage Disposal Fees (Light)	\$/claim	█
b. Heavy Duty Trucks and Construction Equipment █		
I. Network Provider Shop	\$/claim	█
II. Non-Network Provider Shop █	\$/claim	█
III. Salvage Disposal Fees (Heavy)	\$/claim	█
6. Auto Claims Evaluation by a Licensed Physical Damage Appraiser	\$/claim	█
7. Additional charges that will be added to body shop final invoice (Markup)**	\$/claim	█
8. Independent Appraisal Reports:		
a. Light Duty Vehicles █	\$/claim	█
b. Heavy Duty Trucks and Construction Equipment █		
9. City Consultation Daily, as required	\$/occurrence	█
10. Computerized Claims Tracking	\$/claim	█
11. Centralized Billing	\$/claim	█
12. Document Management	\$/claim	█
13. Physical Damage Repair by Repair Facility		
a. Light Duty Vehicles █	\$/claim	█
b. Heavy Duty Trucks and Construction Equipment █		
14. Salvage Value Report	\$/report	█
15. Auto Replacement Rental	\$/occurrence	█
16. Subrogation Recovery Service***	%/occurrence	█
17. Risk Management Reports	\$/report	█

18. Auto Glass Replacement [REDACTED]	\$/occurrence	[REDACTED]
19. Warranty of Repairs	\$/occurrence	[REDACTED]

\*\*\*No percentages will be accepted, except for Item 7. Additional charges that will be added to body shop final invoice (Markup) and 16. Subrogation Recovery Service.

- A. All pricing shall include the costs of proposal preparation, servicing of accounts, and all contractual requirements. Only provide unit pricing, no lump sum pricing and you must complete the Cost Evaluation Worksheet. Pricing shall remain firm and fixed for the estimated 60 day evaluation and approval process and for the first three (3) years of the contract.
- B. Adjustments in pricing: Requests for price adjustment will be considered after firm fixed price period on a pass through basis only. A minimum of 60 calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. Documentation must be based on United States published indices such as the Producer Price Index or Consumer Price Index. Acceptance will be at the discretion of the City and shall not produce a higher profit margin than that established on the original contract pricing. Approved price adjustments shall remain unchanged for at least 365 calendar days thereafter. Submit requests for adjustment to Fleet Management Business Services Manager.
- C. During the contract period, any price declines at the manufacturer’s level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.
- D. During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the City contract to provide lower pricing to the City if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the City of any such contracts entered into by contractor.

**NOTE:** If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City’s travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only -no mark-up. Evidence of these expenditures will be submitted when invoicing the City. Travel and administrative costs should be identified in the Price Proposal.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY  
BLANK]**

# Qualifications

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**Proposer shall have at least five (5) years of experience in providing services as described in this RFP.**

---

Element has been providing fleet services to North America for more than 75 years, through the convergence of several long-standing companies.

In 2016 we acquired CEI, an industry leader in collision management with over 40 years of experience.

---

**Proposer must have provided services to Municipal Government Agencies in Florida or large private fleets consisting of 1500+ vehicles.**

---

We have extensive experience managing fleets for private companies as well as municipal government fleets that are based out of Florida. Please see the **References Form** for more information.

---

**Proposer shall have a service network of automotive repair facilities available in Alachua County to meet the needs of this contract.**

---

Element currently has two pre-screened automotive repair facilities within Alachua County. Both shops have worked with Element for over 10 years. Should the volume of City of Gainesville repairs warrant additional Network body shops, Element is happy to work with the City to add facilities.

---

**Proposer shall have a service network of Medium & Heavy Duty repair facilities available in Alachua County to meet the needs of this contract. If there not a local facility within Alachua County that is able to meet the repair need then one must be available within 60 miles of Alachua County**

---

Element currently has one pre-screened truck repair facility within Alachua County. The shop has worked with Element for over 20 years. Should the volume of City of Gainesville repairs warrant additional Network body shops, Element is happy to work with the City to add facilities.

---

**Proposer shall have the capacity of providing routine and emergency services as described herein.**

---

Our Collision Management program drives value to our clients by decreasing collision-related downtime and costs while increasing subrogation recovery. More importantly, we keep your drivers, customers and community as safe as possible, by ensuring the safety of every vehicle repaired. Emergency roadside assistance and towing services are available to City of Gainesville 24/7. For more information, please see the Technical Proposal section.




---

**Proposer shall provide a toll free customer service support number, based in the United States, offering 24/7/365 customer service support to City of Gainesville, Fleet Management.**

---

We understand that when you need customer care, you need a representative that is knowledgeable, timely, and caring for your situation. Our Customer Care Center is made up of three teams to address all your driver needs: Collision Management; Customer Contact; and Maintenance. Each call center can provide service in either English, French, or Spanish. We also have capabilities to assist with all other languages using our AT&T Language Line service.

**Collision Management:** We recognize the importance of immediate response to City of Gainesville’s drivers to assure safety and assistance in emergencies. Element maintains a 24/7 call center for collision reporting. Representatives will arrange for a rental vehicle and towing if needed and will direct the driver to the nearest in-network repair facility.

**Customer Care:** A toll-free number is provided to your drivers for questions concerning vehicle titles, tags, registrations, delivery status, parking violations, lost or stolen service cards, driver-paid option prices and billing, employee resale programs, and policy-related questions. The Customer Contact team is available to assist your drivers Monday through Friday, 8a.m. to 8p.m. ET.

**Maintenance:** When drivers call in for maintenance concerns, they talk to experienced professionals who help diagnose vehicle issues before the vehicle enters the shop. ASE-certified specialists are available to support City of Gainesville drivers 24/7. We provide emergency roadside assistance, assess maintenance problems, direct your drivers to Element network shops, and follow up with repair facilities.



## ADDENDUM NO. 2

**Date:** July 18, 2022

**Bid Due Date:** August 1, 2022, 3:00 P.M. (Local Time)

**Bid Name:** Vehicle Accident Management Services (Rebid)

**Bid Number:** FMDX-230005-DS

---

NOTE: This Addendum has been issued to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. The *Question Submittal* period has ended; no additional questions will be answered.
2. Question & Answer:
 

Question1: Reference Part 3, **Section 3.1, Page 13 “Cost Evaluation Worksheet”** Items #5a and 5b: How are you defining “Auto Claims Management” and what is the scope of services to be included under “Auto Claims Management?”

*Answer1: All-inclusive services excluding costs associated with # 7 Additional charges that will be added to body shop final invoice (Markup) and #16 Subrogation Recovery Service.*

Question2: Reference Cost Evaluation Sheet Items #5a and 5b: Please confirm if the services outlined below should be included in the pricing for “Auto Claims Management”:

  - a. Managing the shop’s quality of work.
  - b. Securing repair estimates on 1st party vehicles (assets owned by the City).
  - c. Redlining 1st party estimates for accuracy (assets owned by the City).
  - d. Negotiating repair estimates and documenting cost savings.
  - e. Managing drop-off and pick-up of 1st party vehicles.
  - f. Managing the QA process prior to the repaired vehicle being delivered to the City.
  - g. Securing repair estimates on 3rd party vehicles (vehicles not owned by the City.)
  - h. Redlining 3rd party estimates received to ensure accuracy of estimate prior to authorizing repairs.
  - i. Coordinating third party drop-off and pick-up.

*Answer2: See Answer1 above.*

- Question3: Reference Cost Evaluation Sheet Items #5a and 5b: By industry standards, a claim may involve a single vehicle or multiple vehicles with numerous other exposures; For pricing purposes, please advise if the City is willing to revise “cost per claim” under “Auto Claims Management” to read: “cost per auto repair job” or provide additional clarification around how the City is defining “claim.”
- Answer3: No, it will stay “cost per claim”. City’s definition of “claim” includes all parties involved in that claim, i.e., owners of property, such as building, light pole, etc.).*
- Question4: Reference Cost Evaluation Sheet Items #6 & #8 - Please clarify the difference between an “Auto Claims Evaluation by a Licensed Physical Damage Appraiser” and an “Independent Appraisal Report.”
- Answer4: Licensed Physical Damage Appraiser is internal Appraiser and the Independent Appraiser is external appraiser.*
- Question5: Reference Cost Evaluation Worksheet Item #9 - Please define the scope, discussion topics, and expected length of time of “City Consultations Daily.”
- Answer5: Related to current accident claims time would vary to the severity of claims.*
- Question6: Reference Cost Evaluation Sheet #13a and #13b - As you know, the cost per repair job will fluctuate based on the year, make, and model of the vehicle, the severity of the crash, the availability of parts/paint, cost of materials, labor hours, manufacturers’ safety requirements, etc. For this reason, it is impossible to provide a flat cost per repair job. Please clarify what the City wants included in the \$/claim cost for these line items.
- Answer6: Damages with cost for other events of the collision.*
- Question7: Reference Cost Evaluation Worksheet Item #15 - Please provide more details on the City's expectations regarding pricing and scope of service relating to “Auto-Replacement Rental.”
- Answer7: Preferred, not required.*
- Question8: Reference Cost Evaluation Worksheet Item #15 - Please confirm if locating a replacement rental for a 3rd party claimant is required under the scope of this RFP.
- Answer8: Preferred, not required.*
- Question9: Reference Cost Evaluation Worksheet Item #17 - Please specify the key data and information the City would like included on the Risk Management Report.
- Answer9: Name of Driver and Owner, Insurance Company / policy Information, Crash Report Number.*
- Question10: Reference Cost Evaluation Worksheet Item #18 - Providing a standard, flat cost per replaced auto glass is not possible due to the variety of vehicles in the City’s fleet. Like repair costs, the required labor and actual cost of the glass (OEM and Aftermarket) will vary based on the year, make, model of the vehicle. Please provide more details on the City's expectations regarding pricing relating to “Auto-Glass Replacement.”
- Answer10: Any fees associated with the management of glass replacement.*
- Question11: Reference RFP Section 2.13 Drivers Safety Training and Cost Evaluation Worksheet: Please provide an explanation as to why the cost of the required Web-based Driver Safety Training Program with training manual and safety awareness newsletters is not included on the Cost Evaluation Worksheet.
- Answer11: Cost was not a criteria used on the evaluation worksheet.*



Question12: Reference RFP, Part 8, Section 8.1 Since payments to repair facilities are not included under “reimbursables,” please confirm if the City will be paying the repair facilities directly for approved repair estimates and supplements or if the City will be issuing payment to the Contractor upon receipt of invoices as described in section 2.17(page 10) for subsequent distribution to the repair facilities?

Answer12: *The City of Gainesville will pay the management company.*

Question13: Reference Appendix B, Question 20, Page 41: Are Motor Vehicle Record (MVR reports) for existing and new City employees a requirement of the RFP? More specifically, will Contractors who do not offer this service or subcontract this service penalized in any way?

Answer13: *No contractors or subcontractors will be penalized.*

3. Find attached:

- Prohibition of Lobbying in Procurement Matters

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and shall attach a copy of this Addendum to its proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF \_\_\_\_\_  
GAINESVILLEFINANCIAL SERVICES  
PROCEDURES MANUAL**41-524      Prohibition of Lobbying in Procurement Matters**

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.



**ADDENDUM NO. 1**

**Date:** July 6, 2022  
**Bid Due Date:** August 1, 2022, 3:00 P.M. (Local Time)  
**Bid Name:** Vehicle Accident Management Services (Rebid)  
**Bid Number:** FMDX-230005-DS

---

NOTE: This Addendum has been issued to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Make the following corrections to 3.1 PRICE PROPOSAL (page 13):
  - *Item 7. Additional charges that will be added to body shop final invoice (Markup)* - Add “\*\*\*\*” to the end and enter a percentage (%), not dollar amount (\$), in the “Cost” column.
  - *Item 16. Subrogation Recovery Services\*\*\** – Enter a percentage (%), not dollar amount (\$), in the “Cost” column.
  - Below the matrix, delete “\*\*\*No percentages will be accepted, except for 16. Subrogation Recovery Service.” and replace with “No percentages will be accepted, except for Item 7. Additional charges that will be added to body shop final invoice (Markup) and 16. Subrogation Recovery Service.”
2. Question submittal deadline is July 14, 2022.
3. Find attached:
  - Prohibition of Lobbying in Procurement Matters

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and shall attach a copy of this Addendum to its proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF \_\_\_\_\_  
GAINESVILLEFINANCIAL SERVICES  
PROCEDURES MANUAL**41-524      Prohibition of Lobbying in Procurement Matters**

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.

Exhibit 2


CEI Approved Facilities for the City of Gainesville

- 1) Dave Barbers, Inc.  
310 N.W. 6<sup>th</sup> Street  
Gainesville, FL 32601
- 2) University Collision Center  
2700 NW 74<sup>th</sup> Place  
Gainesville, FL 32653
- 3) Florida Truck & Body, Inc.  
3210 W. Beaver Street  
Jacksonville, FL 32250
- 4) Reflections Body & Paint, LLC  
2118 Nickerson Lane  
Jacksonville, FL 32207
- 5) Coggin Collision of Orange Park  
7245 Blanding Boulevard  
Jacksonville, FL 32244
- 6) CARSTAR Perfection Collision  
2157 County Rd 200A  
Ocala, FL 34470
- 7) Buchholz Paint and Autobody  
4340 NE 49th Ave  
Gainesville FL 32609
- 8) Gainesville Buick and GMC  
2201 N. Main St  
Gainesville FL 32609

Upon mutual agreement, the parties may amend this list.



Element Fleet Management

  
Cynthia Curry (Sep 28, 2023 13:21 EDT)

Sep 28, 2023

City of Gainesville

Date:

Approved as to form and legality

  
Katherine Möckler (Sep 28, 2023 10:25 EDT)

Assistant City Attorney



## City of Gainesville Agenda Report

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**File #:** 2022-358

**Agenda Date:** September 15, 2022

**Department:** Transportation & Mobility

**Title: Recommendation for Bid Award for Vehicle Accident Management Services 2022-358 (B)**

**Description:** This item is a request to Bid Award to Element Fleet Management for Vehicle Accident Management Services

**Explanation:**

Fleet Management personnel reviewed the process for repairing damaged fleet vehicles. The review confirmed that the process created extensive vehicle downtime to our customers (operating departments) and that it required several personnel hours from Fleet and Procurement community builders. Staff concluded that the out sourcing of this function would provide cost savings opportunities to our customers by drastically reducing vehicle downtime. Additionally, staff time spent on the process would be reduced thereby allowing more time for other projects.

Fleet Management issued a Request for Proposal (FMDX-23005-DS) for Vehicle Accident Management Services (Rebid) on July 29, 2022. There were two bidders – (1) Element Fleet Management and (2) Corporate Claims Management. The redacted information in the submittal(s) is claimed by bidder to be confidential and cannot be made public.

Fleet Management staff requests the Commission to approve the bid award and contract to Element Fleet Management; services to start in FY23.

**Strategic Connection:**

Goal 5: “Best in Class” Neighbor Services

**Fiscal Note:**

Funds are available in the Fleet Management Fund operating budget.

**Recommendation:**

The City Commission award bid to Element Fleet Management and authorize the City Manager or designee to execute the contract pending approval by the City Attorney as to form and legality.

Today's Date: 9/19/2022

CITY OF GAINESVILLE TRANSMITTAL FORM

2024-518B # Fleet 216

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Type of Action Requested (check one) [X] New [ ] Extension [ ] Amendment [ ] Change Order

Project Amount: \$500,000.00 Anticipated Start Date: 10/01/2022
Department Name: Fleet Management
Project Manager: Barbara Beck Phone Number: 352-393-8264
Account No.: 1501 Fleet Management Services and Replacements CC 040 FLEET OPERATIONS SC 067 other labor
Funding Source: [ ] City Funds [X] Other
Subcontractor Opportunities: [ ] Yes [X] No Provide Other source:
Contractor/Vendor: Element Fleet Corporation
Project Description: Vehicle Accident Management

Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

PROJECT APPROVED FOR PROCESSING

As Project Manager, the City's liaison, you are responsible for monitoring the project. Including, visibly verifying progress and completion is in accordance with the project specifications.

B. Beck / 09/19/2022
Project Manager Date

Jason Foster / Sep 19, 2022
Jesus Gomez Department Head Date
Jesus Gomez (Apr 24, 2023 13:56 EDT) Apr 24, 2023

Andrew Persons (Apr 24, 2023 17:06 EDT) / Apr 24, 2023
Leadership Team, Executive Team or Charter Officer Date

SIMULTANEOUS PROJECT REVIEW

The requested reviewers are noted by an "X" below. Each should complete his/her review and return the project comments directly to the Department. Note: Review and subsequent approval is required of the City Attorney and Risk Manager for all projects. Allow a minimum of three days for Department review.

REVIEWER COMMENTS

The attached project has been reviewed by me and approved As Drafted OR Subject To modifications as noted.

Table with 6 columns: Reviewing Office, As Drafted, Subject To, Signature, Date. Rows include City Attorney, Risk Manager, Grants, Fleet, Facilities Mgmt, IT.

[ ] Notification of project (i.e. bid being processed by Department) to Small Business Procurement Program Coordinator (excludes contracts)

Department shall determine that all items marked "subject to" are cleared before final submission of the project below.

To Contractor for Signature Date: Received From Contractor Date:
To City Attorney Date: From City Attorney Date:
To City Manager Date: From City Manager Date:

City Commission Approval: (\$50,000 and above) [X] Yes Date Approved: 09/15/2022
[ ] No City Commission approval is not required(5)
Provide Purchasing Policy exception section (i.e. Sec 7.1(c))

Purchasing Policy 7.1: Every purchase of an item of supplies, materials, equipment, contractual services, or extension(s) to existing contracts costing in excess of \$50,000 shall require the approval of the City Commission, except... (see Purchasing Policy for exceptions).

PROJECT APPROVED FOR EXECUTION:

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Katherine Mockler (May 8, 2023 16:41 EDT) / May 8, 2023
Cynthia Curry (May 10, 2023 13:54 EDT) / May 10, 2023
City Attorney Date City Manager or Designee Date

Print on five part NCR paper - White (original) for final execution; Yellow for City Attorney; Pink for Risk; Green for SBPP; Goldenrod for file or others as needed.

Department	Request Date	Contract ID	Amendment ID	Vendor	Contract Name (Contract ID) (Crowe Contract)	Requested Approver	Resolution/Final Approval Date	Status Reason	Exception Details
Fleet Management	9/20/2022	CONT-003637		Element Fleet Corporation	Vehicle Accident Management	Katherine Mockler	10/12/2022	Approved as Revised	
Fleet Management	9/20/2022	CONT-003637		Element Fleet Corporation	Vehicle Accident Management	Steve Varvel	9/22/2022	Approved As Drafted	
Fleet Management	9/20/2022	CONT-003637		Element Fleet Corporation	Vehicle Accident Management	Daphyne Sesco	9/27/2022	Approved As Drafted	





## City of Gainesville Agenda Report

---

**File #:** 2022-358

**Agenda Date:** September 15, 2022

**Department:** Transportation & Mobility

**Title: Recommendation for Bid Award for Vehicle Accident Management Services 2022-358 (B)**

**Description:** This item is a request to Bid Award to Element Fleet Management for Vehicle Accident Management Services

**Explanation:**

Fleet Management personnel reviewed the process for repairing damaged fleet vehicles. The review confirmed that the process created extensive vehicle downtime to our customers (operating departments) and that it required several personnel hours from Fleet and Procurement community builders. Staff concluded that the out sourcing of this function would provide cost savings opportunities to our customers by drastically reducing vehicle downtime. Additionally, staff time spent on the process would be reduced thereby allowing more time for other projects.

Fleet Management issued a Request for Proposal (FMDX-23005-DS) for Vehicle Accident Management Services (Rebid) on July 29, 2022. There were two bidders – (1) Element Fleet Management and (2) Corporate Claims Management. The redacted information in the submittal(s) is claimed by bidder to be confidential and cannot be made public.

Fleet Management staff requests the Commission to approve the bid award and contract to Element Fleet Management; services to start in FY23.

**Strategic Connection:**

Goal 5: “Best in Class” Neighbor Services

**Fiscal Note:**

Funds are available in the Fleet Management Fund operating budget.

**Recommendation:**

The City Commission award bid to Element Fleet Management and authorize the City Manager or designee to execute the contract pending approval by the City Attorney as to form and legality.

## **CONTRACT FOR VEHICLE ACCIDENT MANAGEMENT SERVICES**

THIS CONTRACT (“Contract”) is entered into this 10th day of May, 2023, between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and Element Fleet Corporation, a Delaware corporation registered to do business in Florida (“CONTRACTOR”).

WHEREAS, the City issued a Request for Proposals for vehicle accident management services, including accident reporting, collision repairs, and handling third party claims (the “RFP”);

WHEREAS, Contractor submitted a Response to the Request for Proposals, and the parties desire to enter into an agreement for Contractor to perform the services.

NOW, THEREFORE, in consideration of the foregoing premises and covenants contained herein, the parties agree as follows:

### **1. SCOPE OF SERVICES / CONTRACT DOCUMENTS.**

The CONTRACTOR shall furnish the vehicle accident management services as provided by the following enumerated Specifications and Documents (“Contract Documents”), attached and made a part of this Contract described in the Request for Qualifications referenced below:

- 1) Any modifications to this Contract.
- 2) This Contract, including Exhibits
- 3) Addendum #2 to the RFP dated July 18, 2022
- 4) Addendum #1 to the RFP dated July 6, 2022
- 5) Proposal of Element Fleet Corporation for Vehicle Accident Management Services dated July 26, 2022, less and except the last page 48 of the Redacted Proposal titled “RFP Disclaimer”, and less and except the following documents:
  - (i) Element Legal Response to the City of Gainesville RFP (excel document) that was submitted along with Element’s response to the RFP.
  - (ii) Element Legal Response to the City of Gainesville Sample Contract that was submitted along with Element’s response to the RFP.
  - (iii) The Master Services Agreement that was submitted along with Element’s response to the RFP.
- 6) City of Gainesville Request For Proposal# FMDX-230005-DS dated June 29, 2022

In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

### **2. EFFECTIVE DATE / TERM OF AGREEMENT.**

The Contract shall commence upon execution and shall continue through September 30, 2024, unless earlier terminated in accordance with sections 14, 15 or 16, below. However, the parties may agree to extend the term of this Contract for three (3) additional 12-month periods.

Beyond these extensions, the Contract may be extended by mutual agreement of the parties for an additional six (6) months to allow for completion of a new solicitation.

### **3. NONEXCLUSIVE CONTRACT.**

Nothing in this Contract shall be construed to prohibit the CITY from awarding, authorizing, or directing work to be performed, whether identified in this Agreement or otherwise, to Contractors other than CONTRACTOR.

### **4. STANDARD OF CARE; PERSONNEL.**

- a. Throughout this Agreement, “Work” shall mean any activity involving effort done in order to achieve a purpose or result requested in the scope which is performed directly and solely by CONTRACTOR, which includes any services performed by the CEI Group, LLC, a limited liability company organized under the laws of the Commonwealth of Pennsylvania (“CEI”), which is a wholly owned subsidiary of CONTRACTOR, and shall not include any work or services performed by any Third Party Provider. For purposes of this Contract, “Third Party Provider” shall mean a third-party entity (i) who provides direct fleet services (including but not limited to providers of maintenance services, repair services, auto parts, tow and transport services, fuel and fueling services) for CITY vehicles under this Contract and (ii) that is not under the control or supervision of CONTRACTOR. Any reference to “subcontractors” and/or “agents” herein shall not include Third Party Providers.
- b. All Work, materials, systems, or operations specified by reference to standard trade specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.
- c. If the failure to meet these standards results in deficiencies, the CONTRACTOR shall furnish, at its own cost and expense, the corrections necessary to correct such deficiencies. If the CONTRACTOR refuses to correct the deficiencies to the CITY’s satisfaction, the CITY may, at its discretion, terminate the Agreement. Nothing in this paragraph will preclude the CITY from pursuing all available remedies.
- d. CONTRACTOR will assign only competent and skilled workers and agents to perform the Work. All of CONTRACTOR’S personnel, subcontractors, or agents engaged in any of the Work performed pursuant to this Contract are under CONTRACTOR’S sole direction, supervision and control at all times and in all places. CONTRACTOR’S employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. CONTRACTOR and its employees cannot represent, act, or be deemed to be an agent or employee of CITY.

- e. Failure of CONTRACTOR for any reason to staff the Work under this Contract with qualified personnel to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.
- f. CONTRACTOR is responsible for providing and paying expenses for all labor, tools, equipment, and materials related to the Work, other than those expenses the CITY will pay directly as specified in the Specifications and Proposal. All project related requirements must be of high quality, in good working condition, and conducive for the particular task.
- g. CONTRACTOR shall review Third Party Providers as specifically stated in Exhibit 1 attached hereto.
- h. CITY will select the vehicles for which CITY requires CONTRACTOR to perform vehicle accident management services. CITY will designate trailers or other equipment separately from other vehicles and CITY agrees that each trailer will be assigned its own unit number. CITY will provide CONTRACTOR with any authorities or powers of attorney required by CONTRACTOR in the performance of the Services. CITY will provide CONTRACTOR with any information or materials it may reasonably request related to any collision and estimate of damage.

## **5. WARRANTY/GUARANTEE; REPRESENTATIONS.**

- a. CITY agrees that CONTRACTOR: (i) is a rebiller for goods and services CITY purchases either directly or indirectly from any Third Party Providers pursuant to this Contract; (ii) is not the designer, manufacturer, distributor or provider of such Third Party Provider goods and services; (iii) has not made and makes no representation or warranty, express or implied, with respect to any goods or services from Third Party Providers, including any warranty of merchantability or fitness for a particular purpose; and (iv) has no duty to warn CITY or any Third Party Provider about the condition, operation or use of any vehicle or the appropriateness or practices of any CITY driver (defined as an employee/officer of the CITY) (except as otherwise expressly provided in any addendum). CITY agrees to look solely to the Third Party Provider, manufacturer or distributor of such Third Party Provider goods and services and hereby waives any and all claims, including product liability claims, against CONTRACTOR.
- b. CONTRACTOR hereby assigns or transfers to CITY any assignable or transferable warranties, guarantees, and indemnities from Third Party Providers in accordance with applicable laws. CONTRACTOR will cause Third Party Providers in its maintenance network to warrant and guarantee repair workmanship of vehicles for the life of the vehicle. CONTRACTOR will cause its contract with Third Party Providers in its maintenance network to warrant and guarantee all parts, paint, and materials free of defects for a period of 30 months. CONTRACTOR agrees to assist in remedying promptly, and without cost to CITY, any defective materials or workmanship of Third Party Providers which appear within the stated warranty period. No provision contained

in the Specifications shall be interpreted to limit CONTRACTOR's liability for defects. This clause will survive termination of this Contract.

- c. CITY acknowledges that (i) all Third Party Providers of goods or services under this Contract are independent contractors and not agents or employees of CONTRACTOR; (ii) unless specifically stated in Section 4(g) above, CONTRACTOR has no right or duty to inspect or review personnel qualifications, or otherwise screen Third Party Providers' facilities, personnel or work performed by Third Party Providers' personnel; (iii) information contained in some of the reports prepared in connection with the services may be based upon statements and representations of CITY or its drivers or their designees (e.g. odometer readings and vehicle condition reports); (iv) in providing the services, CONTRACTOR relies on the advice of and information from the Third Party Providers and other third parties as well as CITY's policies and procedures as communicated to CONTRACTOR from time to time; and (v) CONTRACTOR does not and cannot guarantee the accuracy of information reported or provided by third parties and/or CITY (or its drivers or designees).
- d. CONTRACTOR warrants that the Work provided to the CITY pursuant to this Contract shall at all times fully conform to the specifications set forth in the Solicitation and be of the highest quality. In the event the CITY, in the CITY's sole discretion, determines that any services supplied pursuant to the Contract do not conform to the specifications set forth in the Solicitation, the City reserves the right to unilaterally cancel an order or terminate this Contract upon written notice, and an opportunity to cure if applicable, to the CONTRACTOR, and reduce commensurately any fee due the CONTRACTOR.
- e. CONTRACTOR agrees that pursuant to any contracts or agreements with Third Party Providers, as it specifically relates to the services being provided by such Third Party Provider, that the Third Party Provider will carry the proper insurance, that the Third Party Provider shall provide the warranty on the goods and services being provided as stated in paragraph 5(b), that the Third Party Provider will indemnify the CITY for the services being performed, and that the Third Party shall ensure that the vehicle is safely stored. With respect to contracts between CONTRACTOR or CEI and the Third Party Provider, the CITY is considered a customer of CONTRACTOR and CEI.

## **6. COMPENSATION**

a. The CITY shall compensate the CONTRACTOR for services performed in accordance with the costs set forth in the price proposal included in CONTRACTOR's Proposal and attached hereto as Exhibit 3.

b. Invoicing. CONTRACTOR is responsible for invoicing CITY for Work performed pursuant to this Contract and for any and all third-party expenses paid on behalf of CITY as set forth in Section 6(e) below. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, CITY Project Manager, job start date, job completion date or other pertinent information. Itemized invoice(s) must be emailed to [FM\\_invoices@gainesvillefl.gov](mailto:FM_invoices@gainesvillefl.gov) and [beckbj@gainesvillefl.gov](mailto:beckbj@gainesvillefl.gov).

c. **Receipting Report for Services.** An itemized receipting report for services must be provided to the CITY Project Manager prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges, if applicable. Receipting reports shall be used by the Project Manager to verify the services rendered.

d. **Payment Terms.** Unless otherwise agreed upon in writing, CITY's payment terms are net forty-five (45) days from receipt of correct invoice. CONTRACTOR shall not submit more than one (1) invoice per thirty-day period. If CITY identifies any billing error, CITY will advise CONTRACTOR promptly. Thereafter, CONTRACTOR and City will engage in dispute resolution pursuant to section 13. Late payments will be charged in the amount of 1% or the highest legal interest rate or the highest legal rate permitted by applicable law, whichever is less, per month or fraction thereof, and CITY will owe all costs of collection (including attorneys' fees and court costs). CITY's obligation to pay amounts due hereunder will not be subject to any claim, defense or setoff that CITY may have against CONTRACTOR or any other party based upon a different agreement.

e. **Costs.** CONTRACTOR will advance third-party expenses incurred on CITY's behalf in connection with the services, and will consolidate these charges on the invoice to CITY. Such costs and expenses will be reflective of the gross invoice cost from Third Party Providers, exclusive of any discount or rebate CONTRACTOR may negotiate with such Third Party Providers, unless expressly set forth in this Contract. CITY will be responsible for the payment of all third-party and/or Third Party Provider expenses, fees, costs, taxes, and other charges incurred by CONTRACTOR on CITY's behalf, including expedited shipping charges.

f. **Final Payment/Acceptance.** The acceptance by CONTRACTOR of final payment due on termination of the Contract shall constitute a full and complete release of CITY from any and all claims, demands and causes of action whatsoever which CONTRACTOR, its successors or assigns have or may have against CITY under the provisions of this Contract.

g. Except as otherwise provided herein, reports and other deliverables which CONTRACTOR prepares and delivers to the CITY pursuant to this Contract shall become the property of the CITY when CONTRACTOR has been compensated for services rendered. With the exception of work product developed in whole or in part by the CITY, nothing contained in this paragraph shall be construed as limiting or depriving CONTRACTOR from its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Contract.

## **7. FORCE MAJEURE.**

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-

performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of CITY to secure approval; validation or sale of bonds; inability of CITY or CONTRACTOR to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

## **8. DELAY.**

Notwithstanding the completion schedule, with the exception of CITY's payment obligations, CITY has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of CITY's delay. Such extension of time will be CONTRACTOR's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and CITY or CONTRACTOR elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by CITY within its control, then CONTRACTOR's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. CONTRACTOR is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

## **9. INSURANCE.**

CONTRACTOR shall maintain the following insurance throughout the term of this Contract. CONTRACTOR shall furnish the CITY a certificate of insurance in a form acceptable to the CITY, which gives the CITY 30 days written notice (except the CITY will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage, in the amounts as noted below:

- Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

- Professional Liability Insurance: \$1,000,000 per occurrence
- Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage: \$1,000,000 per occurrence (combined single limit for bodily injury and property damage). The City shall be an additional insured on such Public Liability Insurance and the CONTRACTOR shall provide copies of endorsements naming the City as additional insured.
- Automobile Liability Insurance: \$500,000 per occurrence (combined single limit for bodily injury and property damage).
- Property Damage insurance: \$500,000 per occurrence combined single limit for bodily injury and property damage

## 10. INDEMNIFICATION.

- a. CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, CITY, its elected officials, its officers, agents, and employees (“CITY Indemnitees”), from any such suits, actions, damages, and/or costs of every name and description, including reasonable attorneys’ fees, arising from or relating to CONTRACTOR’s or its agents’, employees’, partners’, or subcontractors’ performance of or obligations under this Contract, whether caused by any act or omission of CONTRACTOR or its agents, employees, partners, or subcontractors, including the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR or its agents, employees, partners, or subcontractors. In any instance where both parties are found negligent or otherwise at fault, then the obligations of this section 10 will apply, but CONTRACTOR shall indemnify the CITY only for the percentage of responsibility attributable to CONTRACTOR, its agents, employees, partners, or subcontractors. For the avoidance of doubt, “agents” shall not include Third-Party Providers.
- b. Further, CONTRACTOR shall fully indemnify, defend, and hold harmless the City of Gainesville and/or CITY from any suits, actions, damages, and costs of every name and description, including reasonable external attorneys’ fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right by a material or service provided by CONTRACTOR as part of the Work, provided, however, that the foregoing obligation will not apply to CITY’s misuse or modification of CONTRACTOR’s products or CITY’s operation or use of CONTRACTOR’s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in CONTRACTOR’s opinion is likely to become the subject of such a suit, CONTRACTOR may at its sole expense procure for CITY the right to continue using the product or to modify it to become non-infringing. If CONTRACTOR is not reasonably able to modify or otherwise secure CITY the right to continue using the product, CONTRACTOR shall remove the product and refund CITY the amounts paid in excess of a reasonable rental for past use. CITY shall not be liable for any royalties if applicable.



- c. CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon CITY giving CONTRACTOR written notice of any action or threatened action. CONTRACTOR shall defend the action at CONTRACTOR's sole expense. CONTRACTOR shall not be liable for any costs or expenses incurred or made by CITY in any legal action without CONTRACTOR's prior written consent, which will not be unreasonably withheld.
- d. The provisions of this section shall survive the termination or expiration of this Contract.

#### **11. LIMITATION OF LIABILITY.**

To the fullest extent permitted by law, neither Party shall be liable for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility. Except for CONTRACTOR's obligations with respect to Third Party Providers in sections 4(g) and 5, CONTRACTOR will not incur any additional liability with respect to the performance or non-performance of any Third Party Provider. CONTRACTOR will not be liable for erroneous information provided by such third parties. The Parties' sole cause of action for any enforcement of a breach of this Contract will be a contract action. In no event will CONTRACTOR's aggregate liability exceed two (2) times the amounts of the fee actually paid by CITY for the applicable service giving rise to liability in the 12 month period immediately preceding the event giving rise to such liability.

#### **12. SOVEREIGN IMMUNITY.**

Nothing in this Contract shall be interpreted as a waiver of the CITY's sovereign immunity as granted under Section 768.28 Florida Statutes.

#### **13. DISPUTES.**

If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be born equally by both parties. The venue for mediation shall be in Alachua County, Florida.

#### **14. DEFAULT.**

(a) If either Party should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for either Party, or (b) if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials by CONTRACTOR, or (c) if CONTRACTOR should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of CITY, or (d) if either Party fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, or (e) if CITY defaults in the

payment of any amount due under this Contract, or (f) the CITY's issuer credit rating, as determined by Moody's, is at a rating of Baa1 or lower, then the non-defaulting Party, after serving at least ten (10) calendar days prior written notice to the defaulting Party of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, the non-default Party may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and CITY may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore.

#### **15. TERMINATION FOR CONVENIENCE.**

CITY shall have the right to terminate the Contract, in whole or in part, without cause, upon thirty (30) calendar days' written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate the Contract, in whole or in part, without cause, upon ninety (90) calendar days' written notice to CITY. Upon termination of this Contract or any addendum, CITY remains responsible to pay all expenses, costs, and other amounts authorized by the CITY (or CONTRACTOR pursuant to any approval authority delegated under this Contract), including any related transaction fees due to CONTRACTOR and amounts due for purchases made with any purchasing instruments. Termination of the Contract or a portion thereof shall neither relieve the CONTRACTOR of its responsibilities for the completed work nor shall it relieve its surety of its obligation for and concerning any just claim arising out of the work performed.

#### **16. TERMINATION FOR CAUSE.**

Either Party may terminate this Contract for cause if the defaulting Party materially breaches this Contract by:

- (a) refusing, failing or being unable to properly manage or perform;
- (b) refusing, failing or being unable to perform its obligations pursuant to this Contract;
- (c) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Work;
- (d) refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by the non-defaulting Party, or as otherwise defined elsewhere herein; and/or
- (e) refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between CITY and CONTRACTOR.

#### **17. INDEPENDENT CONTRACTOR.**

CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. CONTRACTOR is not a fiduciary of the CITY. Except as specifically noted in the Contract Documents, CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Work under the Contract Documents. CONTRACTOR understands and agrees that as an

independent contractor, CONTRACTOR and its officers, agents and employees are not entitled to any wages or benefits due to CITY employees.

#### **18. COMPLIANCE WITH LAWS.**

The CONTRACTOR shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest. The CONTRACTOR is presumed to be familiar with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the work offered and performed.

#### **19. RECORDS/AUDIT.**

The CONTRACTOR shall maintain records sufficient to document the SERVICES performed pursuant to this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the CITY. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims. CONTRACTOR may redact from records subject to audit any information or materials that are confidential under Florida Law.

#### **20. INTELLECTUAL PROPERTY AND WORK PRODUCT.**

CONTRACTOR represents and warrants that CONTRACTOR will not infringe a trademark, copyright, patent, trade secret or any such intellectual property right in the performance of Work under this Contract. In the event of an infringement suit related to or resulting from CONTRACTOR'S performance of Work under this Contract, CONTRACTOR represents and warrants that CITY will not be liable for any damages or royalties if applicable.

#### **21. DATA USE.**

CONTRACTOR shall comply with the City's G-8 Policy, which is incorporated by reference.

#### **22. TIMELINESS.**

The CITY and CONTRACTOR agree time is of the essence in the performance of work and that work under this Contract is required to be performed in an expeditious manner and with the standard of care reasonably expected of like professionals performing these duties.

#### **23. PUBLIC RECORDS.**

Florida has a very broad public records law. By entering into this CONTRACT with the CITY, the CONTRACTOR acknowledges they will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). If CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by CITY to perform the service.
- b. Upon request from CITY's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to CITY.
- d. Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by CITY to perform the service. If the CONTRACTOR transfers all public records to CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK'S OFFICE, P.O. BOX 490 MAIL STATION 19, GAINESVILLE, FL 32627.**

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of this Contract. CITY may pursue all remedies for breach of this Contract.

#### **24. DISCLOSURE AND CONFIDENTIALITY.**

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad

and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law.

Accordingly, the following provisions shall apply:

- (1) Identifying Trade Secret or Otherwise Confidential and Exempt Information.  
For any records or portions thereof that CONTRACTOR claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, CONTRACTOR shall:
  - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. CONTRACTOR shall take care to redact only the confidential and exempt information within a record.
  - b. Provide an affidavit or similar type of evidence that describes and supports the basis for CONTRACTOR's claim that the information is confidential and exempt from public disclosure.
- (2) Request for Trade Secret or Otherwise Confidential and Exempt Information.
  - a. In the event CITY receives a public records request for a record with information labeled by CONTRACTOR as Trade Secret or otherwise as confidential and exempt, CITY will provide the public record requester with the redacted copy of the record and will notify CONTRACTOR of the public records request.
  - b. However and notwithstanding the above, in the event that CITY in its sole discretion finds no basis for CONTRACTOR's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then CITY shall notify CONTRACTOR in writing of such conclusion and provide CONTRACTOR a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If CONTRACTOR fails to file for declaratory action within the reasonable amount of time provided, then CITY will disclose the information requested.
  - c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by CONTRACTOR as Trade Secret or otherwise as confidential and exempt, CITY shall notify CONTRACTOR and CONTRACTOR shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
  - d. CONTRACTOR hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with CONTRACTOR's claim that any

information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

"Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

## **25. NOTICES.**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, and (1) delivered in person; (2) sent by certified, return receipt requested, United States Mail to the address below; or (3) sent by email to the email address, below, and the sender receives a read receipt or an acknowledgement that recipient has received the email (if the sender receives an automated message that the email has not been delivered, the email does not constitute notice).

CITY  
City of Gainesville  
6317 NW 16<sup>th</sup> Street  
Gainesville, FL 32653  
Attn: Barbara Beck  
[beckbj@cityofgainesville.org](mailto:beckbj@cityofgainesville.org)

CONTRACTOR  
Element Fleet Corporation  
940 Ridgebrook RD  
Sparks, MD 21152  
For legal notices:  
Attn: Legal Department  
For other business notices:  
Attn: William R. Collins  
[wcollins@elementcorp.com](mailto:wcollins@elementcorp.com)

## **26. DISCRIMINATION.**

CONTRACTOR shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. CONTRACTOR understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

## **27. E-VERIFY.**

CONTRACTOR shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

## **28. LIVING WAGE ORDINANCE.**

The definitions, terms and conditions of the City's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this

agreement. These requirements include that the service Contractor/subcontractor: shall pay a living wage to each covered employee during the term of this agreement, including any extension(s) to this agreement; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City's living wage requirements shall be a material breach of this agreement, enforceable by the city through all rights and remedies at law and equity.

### **29. MULTI-YEAR CONTRACT.**

The obligations of the CITY as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available ad-valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Contract.

### **30. MODIFICATION AND WAIVER.**

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this contract. The failure of any Party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the contract shall apply to any other portion of the contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

### **31. ASSIGNMENT.**

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

### **32. SUCCESSORS AND ASSIGNS.**

The parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

**33. VALIDITY.**

If any provision of this Contract is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of this Contract.

**34. SEVERABILITY.**

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

**35. NONEXCLUSIVE REMEDIES.** Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract, under law, or otherwise.

**36. NO THIRD PARTY BENEFICIARIES.**

Nothing in this Contract shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.

**37. ADVERTISING.**

CONTRACTOR shall not publicly disseminate any information concerning the Contract without prior written approval from CITY, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying CITY as a reference, or otherwise linking CONTRACTOR's name and either a description of the Contract or the name of the City in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**38. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF JURY TRIAL.**

This Contract shall be construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that CONTRACTOR agrees to indemnify CITY as provided in this Contract, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

**39. CAPTIONS AND HEADINGS.** Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.



**40. ENTIRE CONTRACT; AMENDMENTS.**

This Contract constitutes the entire agreement between the parties. Any amendments shall be in writing and executed by all parties prior to becoming effective.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written.

CITY OF GAINESVILLE

ELEMENT FLEET CORPORATION

  
Cynthia Curry (May 10, 2023 13:54 EDT)

  
Matthew Farley (Apr 24, 2023 13:29 EDT)

Cynthia W. Curry, City Manager  
Date: May 10, 2023

Print Name: Matthew Farley  
Title: Vice President, Secretary  
Date: Apr 24, 2023

Approved as to Form and Legality

  
Katherine Mockler (May 8, 2023 16:41 EDT)

Katherine Mockler  
Assitant City Attorney II

**EXHIBIT 1****Third-Party In-Network Provider Review**

CEI requires any potential in-network third-party providers complete an application process, which includes the following:

- Photographs of the facility's interior and exterior
- Photographs of any equipment used in providing the services
- Interviews with the shop owner
- Certification of Insurance

CEI's review of any potential or current in-network third-party provider may also include the following:

- Descriptive Overview of Repair Facilities equipment
  - Frame Machine
    - Computerized Measuring
  - Paint booth
  - Mixing Room
  - Door Height
  - Paint Brand
  - Welding Equipment
  - Certifications (Aluminum, Heavy Equipment, etc)
- Photos of interior of facility
- Survey of trusted independent appraisal companies in the area for positive referrals
- Adequate Liability, Garage Keepers, and Workers Compensation insurance

CEI uses a shop Network Scorecard to monitor performance metrics:

- Average Repair Amount
- Estimate days
- Supplement %
- % of Claims with Supplement
- Average Repair Days

**Exhibit 2**

**CEI Approved Facilities for the City of Gainesville**

- 1) Dave Barbers, Inc.  
310 N.W. 6<sup>th</sup> Street  
Gainesville, FL 32601
- 2) University Collision Center  
2700 NW 74<sup>th</sup> Place  
Gainesville, FL 32653
- 3) Florida Truck & Body, Inc.  
3210 W. Beaver Street  
Jacksonville, FL 32250
- 4) Reflections Body & Paint, LLC  
2118 Nickerson Lane  
Jacksonville, FL 32207
- 5) Coggin Collision of Orange Park  
7245 Blanding Boulevard  
Jacksonville, FL 32244
- 6) CARSTAR Perfection Collision  
2157 County Rd 200A  
Ocala, FL 34470

Upon mutual agreement, the parties may amend this list.

**EXHIBIT 3**  
**RATE SCHEDULE**

<b>COST EVALUATION WORKSHEET</b>		
Description	Unit	Cost
1. New account set up	\$/account	\$0.00
2. Accident Loss Notices - first report of loss *\$25.00 for Out-of-Network	\$/claim	\$0.00*
3. "Report Only" Claims	\$/claim	\$25.00
4. Accident Report customization	\$/hour	\$0.00
5. Auto Claims Management		
a. Light Duty Vehicles		
I. Network Provider Shop	\$/claim	\$0.00
II. Non-Network Provider Shop	\$/claim	\$150.00
III. Salvage Disposal Fees (Light)	\$/claim	\$95.00
b. Heavy Duty Trucks and Construction Equipment		
I. Network Provider Shop	\$/claim	\$0.00
II. Non-Network Provider Shop **non-network	\$/claim	\$250.00**
III. Salvage Disposal Fees (Heavy)	\$/claim	\$135.00
6. Auto Claims Evaluation by a Licensed Physical Damage Appraiser	\$/claim	\$0.00
7. Additional charges that will be added to body shop final invoice (Markup)***	\$/claim	0%
8. Independent Appraisal Reports:		
a. Light Duty Vehicles ****plus cost of report from independent appraisal firm (needed on less than .005% of claims using CEI network shops, in-house auditors and integrated shop estimate technology)	\$/claim	\$25.00****
b. Heavy Duty Trucks and Construction Equipment	\$/claim	\$25.00****
9. City Consultation Daily, as required	\$/occurrence	\$0.00
10. Computerized Claims Tracking	\$/claim	\$0.00
11. Centralized Billing	\$/claim	\$0.00
12. Document Management	\$/claim	\$0.00
13. Physical Damage Repair by Repair Facility		
a. Light Duty Vehicles *****plus cost of repair by network repair shop	\$/claim	\$0.00*****
b. Heavy Duty Trucks and Construction Equipment	\$/claim	\$0.00*****
14. Salvage Value Report	\$/report	\$0.00
15. Auto Replacement Rental	\$/occurrence	\$0.00
16. Subrogation Recovery Service***	%/occurrence	15% per subro claim
17. Risk Management Reports	\$/report	\$0.00

- A. All pricing includes the costs of proposal preparation, servicing of accounts, and all contractual requirements. Pricing shall remain firm and fixed for the estimated 60 day evaluation and approval process and for the first three (3) years of the contract.
- B. Adjustments in pricing: Requests for price increase by Contractor will be considered after the 3 year firm fixed price period on a pass through basis only. A minimum of 60 calendar days advance written notice of request for price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. Documentation must be based on United States published indices such as the Producer Price Index or Consumer Price Index. Acceptance will be at the discretion of the City and shall not produce a higher profit margin than that established on the original contract pricing. Approved price adjustments shall remain unchanged for at least 365 calendar days thereafter. Contractor shall submit requests for adjustment to Fleet Management Business Services Manager.
- C. At any time during the term of this contract, including renewals, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the City contract to provide lower pricing to the City if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the City of any such contracts entered into by contractor.

**NOTE:** If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City's travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only -no mark-up. Evidence of these expenditures will be submitted when invoicing the City. Travel and administrative costs should be identified in the Price Proposal.







# CONT-003637\_2023-24\_Exhibit 2 Update\_Adding Body Shops to accomodate the City's fleet needs\_for FMDX

Final Audit Report

2023-09-28

Created:	2023-09-28
By:	Kaela Densford (DensfordK1@cityofgainesville.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANUdToiaU-3dQw8PucKdJqklttgkf0BCE

## "CONT-003637\_2023-24\_Exhibit 2 Update\_Adding Body Shops to accomodate the City's fleet needs\_for FMDX" History

-  Document created by Kaela Densford (DensfordK1@cityofgainesville.org)  
2023-09-28 - 12:36:32 PM GMT
-  Document emailed to Katherine Mockler (mocklerkl@cityofgainesville.org) for signature  
2023-09-28 - 12:37:45 PM GMT
-  Email viewed by Katherine Mockler (mocklerkl@cityofgainesville.org)  
2023-09-28 - 2:25:00 PM GMT
-  Document e-signed by Katherine Mockler (mocklerkl@cityofgainesville.org)  
Signature Date: 2023-09-28 - 2:25:42 PM GMT - Time Source: server
-  Document emailed to Cynthia Curry (currycw@cityofgainesville.org) for signature  
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-  Email viewed by Cynthia Curry (currycw@cityofgainesville.org)  
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-  Document e-signed by Cynthia Curry (currycw@cityofgainesville.org)  
Signature Date: 2023-09-28 - 5:21:01 PM GMT - Time Source: server
-  Agreement completed.  
2023-09-28 - 5:21:01 PM GMT

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Type of Action Requested (check one) [ ] New [x] Extension [ ] Amendment [ ] Change Order

Project Amount: \$200,000.00 Anticipated Start Date: 10/1/2024

Department Name: Fleet Management

Project Manager: Barbara Beck Phone Number: 352-393-8264

Account No.: 1501 cc 040 fleet operations Other Labor Funding Source: [x] City Funds [ ] Other

Subcontractor Opportunities: [ ] Yes [x] No Provide Other source:

Contractor/Vendor: Element Fleet Management

Project Description: Annual contract for Accident Management

Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

PROJECT APPROVED FOR PROCESSING

As Project Manager, the City's liaison, you are responsible for monitoring the project. Including, visibly verifying progress and completion is in accordance with the project specifications.

B. Beck / 5/2/2024 Project Manager Date

Jason Garrett / Jun 24, 2024 Department Head Date

Leadership Team, Executive Team or Charter Officer / Date

SIMULTANEOUS PROJECT REVIEW

The requested reviewers are noted by an "X" below. Each should complete his/her review and return the project comments directly to the Department. Note: Review and subsequent approval is required of the City Attorney and Risk Manager for all projects. Allow a minimum of three days for Department review.

REVIEWER COMMENTS

The attached project has been reviewed by me and approved As Drafted OR Subject To modifications as noted.

Table with 6 columns: Reviewing Office, As Drafted, Subject To, Signature, Date. Rows include City Attorney, Risk Manager, Grants, Fleet, Facilities Mgmt, IT, and Procurement.

[ ] Notification of project (i.e. bid being processed by Department) to Small Business Procurement Program Coordinator (excludes contracts)

Department shall determine that all items marked "subject to" are cleared before final submission of the project below.

To Contractor for Signature Date: Received From Contractor Date: To City Attorney Date: From City Attorney Date: To City Manager Date: From City Manager Date:

City Commission Approval: (\$50,000 and above) [x] Yes [ ] No Date Approved: City Commission approval is not required(5) Provide Purchasing Policy exception section (i.e. Sec 7.1(c))

Purchasing Policy 7.1: Every purchase of an item of supplies, materials, equipment, contractual services, or extension(s) to existing contracts costing in excess of \$50,000 shall require the approval of the City Commission, except... (see Purchasing Policy for exceptions).

PROJECT APPROVED FOR EXECUTION: Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

City Attorney / Date City Manager or Designee / Date

Print on five part NCR paper - White (original) for final execution; Yellow for City Attorney; Pink for Risk; Green for SBPP; Goldenrod for file or others as needed.

# Element Fleet Management PT

Final Audit Report

2024-06-24

Created:	2024-06-24
By:	Barbara Beck (beckbj@cityofgainesville.org)
Status:	Signed
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## "Element Fleet Management PT" History

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-  Document e-signed by Jason Garrett (garrettjp@cityofgainesville.org)  
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