

(ATTACHMENT 20) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR056566

Contract Number: C030797

Vendor Number: V0000000116

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of September 2022, by and between **ADROIT Advanced Technologies, Inc.** (“Contractor”) and Milwaukee Board of School Directors (“MPS”). This Contract is the result of an open competitive procurement, specifically Request for Bid (RFB) 5801.

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Contractor shall provide taxi services for students throughout the metro-Milwaukee area, to and from school. Students may require transportation to MPS schools and/or schools in the surrounding suburban districts. These services may be needed on short notice and shall be used primarily to transport students living in temporary situations such as shelters or emergency housing. Services may require transporting only one student.

Service may be required from 6:00 a.m. to 6:30 p.m. Monday through Friday on days schools are in session. It is the responsibility of the Contractor to locate pickup/drop-off points and instruct drivers on the most efficient travel route.

RFB 5801 is incorporated herein by reference. All Minimum Requirements identified in the RFB are material terms of this Contract with which Contractor must comply.

Contractor shall provide, at its own expense, all personnel, supplies, and equipment required to perform the services under this Contract.

2. TERM

This Contract shall be in effect September 1, 2022 through July 31, 2025.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

3. COMPENSATION

Total compensation under this Contract shall not exceed \$750,000.00.

Contractor shall be compensated at a rate of \$5.41 per “live mile” for a minimum of 12 miles billed per ride and will drop to \$2.75 per “live mile” for each additional mile after the first 12 miles billed. Contractor will be compensated for services in accordance with Contractor’s response to RFB 5801 attached hereto as Exhibit A. “Live miles” shall be defined as those miles actually transporting the district-designated student(s) from the pick-up location to school and back via the most efficient route possible. Pursuant to the terms of RFB 5801, the live mile rate includes all costs associated with the provision of services, including, but not limited to: gasoline, compensation to drivers, overhead and maintenance. Contractor shall be compensated at a rate of \$0 for “deadhead miles” (portion of the trip without passengers) are not to be included, and will not be compensated unless the Deadhead miles exceeds ten (10) miles in length. Pursuant to the terms of RFB 5801, the deadhead mile rate includes all costs associated with the provision of services, including, but not limited to: gasoline, compensation to drivers, overhead and maintenance.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

Milwaukee Public Schools
Attn: David Solik-Fifarek, Sr. Director
Business & Transportation Services
5225 W. Vliet St.
Milwaukee, WI 53208

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A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

5. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

6. INDEMNITY

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

7. BACKGROUND CHECKS

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background

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check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor’s employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employers’ Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers’ Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers’ Compensation	Statutory Limits
Employers’ Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Bodily Injury Liability	\$100,000 each person/\$1,000,000 per occurrence
Property Damage Liability	\$100,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor’s and subcontractors’ general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor’s insurers providing the coverages required by MPS for the duration of this Contract.

9. SHIPPING /TAXES

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors’ Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

10. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Contractor’s part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor’s part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

11. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

12. TERMINATION BY MPS - BREACH BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be

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liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

13. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

14. INDEPENDENT CONTRACTOR

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

15. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

16. PROHIBITED PRACTICES

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

17. LIVING WAGE REQUIREMENT

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

18. NOTICES

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Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

19. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

20. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

21. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

22. TIMING

Time is of the essence in this Contract.

23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

24. FORCE MAJEURE

MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

25. STUDENT DATA

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

26. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives"

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shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

27. MPS LOGO/PUBLICITY

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

28. ORDER OF PRIORITY

Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

29. PUBLIC RECORDS

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

30. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 300 hours. The Career Education requirement for this Contract is 10 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V0000000116)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
*Janine Adamczyk, Director
Procurement & Risk Management*

Date: _____

Date: _____

ADROIT Advanced Technologies, Inc.
1625 El Camino Real, Ste 4
Belmont, CA 94002
(832) 604-5027

By: NOT REQUIRED
*Keith P. Posley, Ed.D.
Superintendent of Schools*

Date: _____

SSN / FEIN: XXXXXXXXXX

Budget Code: HLT-0-0-TRS-DW-EPPT (\$750,000.00)

By: NOT REQUIRED
*Robert E. Peterson, President
Milwaukee Board of School Directors*

Date: _____

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By: _____

Date: _____

Insurance Compliance



EXHIBIT A

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Attachment Document 1

Fees Declaration

ADROIT will charge The Client a Base Service Fee per ride (One Way Run), which includes the first (12) miles. The Service type is determined by vehicle capacity, student requirements, and vehicle availability. An additional per-mile fee will be charged for any ride longer than (12) miles.

The pricing table below outlines all associated fees:

Service Type (the first 12 miles included in the base fare)	Fee
Sedan	\$65.00
Large Vehicle	\$95.00
Wheelchair Accessible	\$150.00

Additional Services and Fees (As needed/required)	Fee
Additional Miles (For each mile after the included miles)	\$2.75
Safety Equipment (Per equipment/student-vehicle/ride)	\$5
Attendant/Aide (Per hour, 2 hours minimum per ride)	\$35
Wait Time (Per hour, billed in 15 minutes increments)	\$60
No-Show or Late Cancel	Full Price of Ride
Toll (If applicable)	TBD
Hard to Serve (If applicable)	TBD

Definitions

Base Service Fee (Ride/Run Fee)

The fee charged for a ride is a one-way transportation event with a student or attendant onboard.

 Examples include:

- ➡ Residence to School: When a student or a group of students are picked up from a residence(s) and dropped off at school(s).
- ➡ School to Residence: When a student or a group of students are picked up from a school(s) and dropped off at their residence(s).

The Client will be charged by adding the total number of rides serviced, no-showed, and late canceled. The Client will only be charged for the miles incurred while a student or attendant is onboard.

Service Type

The type of vehicle used to transport a student or a group of students. The Service type is determined by vehicle capacity, student requirements, and vehicle availability.

Sedan Service

Our basic service for transporting up to (3) students. All subject to students' needs/requirements and vehicle availability.

Large Vehicle Service

Our upgraded service for transporting up to (5) students. All subject to students' needs/requirements and vehicle availability.

Wheelchair Accessible Service

Our special service for transporting students requiring a wheelchair vehicle. This is a per student/per ride service. All subject to the students' needs/requirements and vehicle availability.

Additional Services and Fees

These services are only incurred per The Client's request to provide such service. They can include but not limited to:

Additional Miles Fee

A per-mile fee charged to any ride with mileage longer than the miles included in the Base Service Fee. Refer to the Service Type table.

Safety Equipment Fee

A per-student/per-ride fee charged for students requiring safety equipment in compliance with safety standards and regulations such as Buckle Guards, Safety Vests, Car Seats, Booster Seats, and other additional equipment.

Attendant/Aide Service

When The Client requests, ADROIT can provide a ride Attendant for the student for a fee. When The Client provides the Attendant, there will be no "Attendant/Aide Fee". Nevertheless, whether an Attendant/Aide provided by ADROIT or The Client, the mileage incurred while an Attendant is onboard the vehicle without a student (transporting the Attendant to and from their pick-up location) is considered part of the overall ride mileage and will be invoiced to The Client accordingly.

Waiting Time Fee

A fee charged for waiting for a student for more than 5 minutes when authorized by The Client. The fee is charged on an hourly basis in 15-minute increments rounded up to the next increment. In the case of a student being undeliverable upon drop off at the residence, then the charge is authorized by ADROIT, and The Client will be charged and informed when such takes place.

Toll Fee

A toll fee is charged only if a ride incurred a toll while transporting a student(s). This fee is determined by the toll operator.

Hard to Serve Fee

A recurring fee charged if the student(s) express extreme behavior or ride conditions are deemed very difficult. This discussed fee would be charged only with The Client's approval. If no agreement could be reached, ADROIT may decline to service that particular ride. e.g., Students with aggressive behavior, who launch bodily fluids, or live in remote area locations or other difficulties.

Invoicing

At the beginning of each month, an invoice showing the number of rides and the total cost will be electronically sent to The Client's concerned administrator for the previous month. A detailed report may be attached to the invoice; however, all previous months' ride activity will be visible in our client dashboard. In the event of a No-Show or Late Cancel, the ride will be invoiced at the full normal rate. ADROIT requires a 24-hour notice to stop or remove a student from a ride; failing to do so will result in a charge for that day only. Reviewing the emailed invoices is the Client's responsibility; any disputed charges must be submitted within 30 days from the invoice date to be considered and looked into.

Mileage Charges

Mileage charges are based on driving distance calculations from a third-party provider (e.g., Google Maps, MapQuest, Apple Maps). The calculations are based on the fastest route, and the total is rounded up to the next whole mile. ADROIT shall be responsible for plotting the routes collectively and individually using ADROIT's proprietary Routing and Monitoring Software. The Client will be only required to pay for mileage from and to destinations that are already authorized by The Client.

When Routes Change or Students are Added, or Removed

When it becomes necessary to change a route for any reason(s), including adding or removing students, ADROIT shall plot the revised or new route using ADROIT's Routing and Monitoring Software as described above in the most efficient manner based on the information known to ADROIT at that time.

Routes will be optimized from time to time as deemed necessary by ADROIT or requested by The Client. If The Client adds a Student to be transported, that Student may be individually transported until routes are optimized or based on vehicle availability.

Fuel Surcharges

This term is to be negotiated with the district and it will take effect only if approved at the time.

When the average fuel price exceeds \$4.00 per gallon, the mileage rate will be increased by calculating 40% of the fuel price that exceeds \$4.00 and adding it to the base mileage rate. Thus, if the price of fuel, according to the average fuel price index, is \$4.60, the increase would be 40% of 60 cents or 24 cents. Such surcharges apply for the miles included in the ride base price. The fuel price index to be used shall be found under the category of "[Your Specific State or Region] U.S. and an Average Fuel Prices (dollars per gallon) to be calculated from the following website: https://www.eia.gov/dnav/pet/pet_pri_qnd_dcus_sca_w.htm

The above applies to both Standard Rides and Multi-Client Rides with the exception of how Multi-Client Ride costs are calculated and prorated. See "Attachment Document 3" for details.

Attachment Document 2

Definitions

The Client agrees that the following policies shall be followed related to ADROIT's software usage and students No-Show, Late Canceled rides and reports for the service provided by ADROIT:

Routing and Monitoring Software

ADROIT uses its own Routing and Monitoring Software and can use any other supporting software deemed necessary to ensure the best quality of service. ADROIT's Routing and Monitoring Software consist of four interconnected components that work together:

-  **ADROIT Dashboard:** ADROIT's proprietary technology that allows for routing and live safety monitoring, among many other things to be possible.
-  **Client Dashboard:** Enables The Client to enter all students and schools data, monitor all service transactions concerning their account, cancel rides when needed, communicate with ADROIT's administrators, and review reports and invoices and more.
-  **ADROIT Guardian:** ADROIT's mobile application that enables students' guardians to monitor their kid's rides, cancel rides when needed, and communicate with ADROIT's Customer Care team. No changes to the service agreed upon with The Client shall happen without The Client's approval first.
-  **ADROIT Driver:** ADROIT's mobile application that enables real-time monitoring, communication, and gaining insights into the safety of each and every ride.

More information available in terms of service on our website www.goadroit.com.

No-Show and Late Cancel

-  **No-Show:** This is when an attempt to pick-up a student occurs, but the student is not there or is not ready without previous notice by The Client or the student's guardian. The partner (driver) will wait (3) minutes from the scheduled pickup time before a No-Show is determined. It is The Client's responsibility to monitor student attendance and inform ADROIT of any change to a students' transportation such as removing a student from a route due to multiple No-Shows. ADROIT provides The Client with a comprehensive no-show report through the Client Portal which is available at all times.
-  **Late Cancel:** This is when a notice of ride cancellation from The Client or the student's guardian occurs less than (2) hours from the scheduled ride's start time.

Rides, where a No-Show or Late Cancel occurs, are invoiced at full normal rate.

Possible Protocols for No-Shows

If a morning single rider No-Show occurs, The Client will be invoiced for the morning ride, and the afternoon ride will remain scheduled unless ADROIT is notified by The Client or the student's guardian to cancel the afternoon ride within the early cancel window.

If a morning No-Show occurs for one student in a multi-passenger ride, the afternoon ride always remains scheduled.

Permanent Student Transportation Cancellation

The Client may cancel transportation for a student permanently by contacting ADROIT. If the student is a single rider, the route will be removed entirely, and the partner (driver) then becomes immediately available to service other routes. If the student was transported with other passengers, then they will be removed from the route, the student's spot will become available and may be replaced with a different student, if available, to consolidate routes.

Temporary Student Transportation Cancellation

The Client may cancel transportation for a student temporarily for several days by contacting ADROIT. Because this is a temporary change, the student is not replaced on the route, and their space on the route is reserved for their return. If the student is a single rider and the student is canceled temporarily, no charges will be assessed. When canceling temporarily the pick-up/drop-off for a student who is part of a multi-passenger ride, The Client will be charged the normal ride rate.

It is The Client's responsibility to communicate to ADROIT changes to schedules, calendars, and transportation requests in a timely manner.

Attachment Document 3

Multi-Client Invoicing

Should The Client choose to share rides with a neighboring client that is also under contract with ADROIT, the shared ride will be prorated and invoiced according to the following explanation:

Proration of Ride Fees - ADROIT's Charging Process

1. Client Standard Rides

Each client's students are routed as standard (stand-alone) rides, client-specific pricing is applied.

 Example:

- ➡ Client A has two students whose ride costs \$90 (Ride 1)
- ➡ District B has a single student whose ride costs \$100 (Ride 2)

2. Multi-Client Rides

All of the students from the participating clients, as identified above, are combined into the most cost-effective rides, yielding new "Multi-Client Rides" and subsequent ride costs.

 Example (cont.):

- ➡ Combined ride cost for all three students \$110 (Multi-Client Ride)

3. Proration of Costs for Multi-Client Rides

The total cost of the multi-client rides is then allocated to each client based upon the percentage of the client's standard ride costs (found in step 1) as compared to the multi-client ride costs (found in step 2). In addition, a 10% coordination fee will be added to each client's proportion.

 Example (cont.):

- ➔ Client A standard ride cost = \$90
 - ➔ Client B standard ride cost = \$100
 - ➔ Combined multi-client ride cost = \$110
-
- Client A's proportioned cost % of combined ride cost = $90/190 = 47.4\%$
 - $110 * 0.474 * 1.1 = \$62.57$ (Client A's combined ride cost responsibility)
 - Client B's proportioned cost % of combined ride cost = $100/190 = 52.6\%$
 - $110 * 0.526 * 1.1 = \$69.43$ (Client B's combined ride cost responsibility)

4. No-Shows and Cancellations

For all Multi-Client Rides, No-Shows and Cancellations will apply to each client invoice.