

**(ATTACHMENT 2) ACTION ON THE REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(E)
AND AWARD A PROFESSIONAL SERVICES CONTRACTS TO AIROLDI BROTHERS**

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT**

Contract Requisition Number: CR070475
Contract Number: C033378
Vendor Number: V026692

This Professional Services Contract ("Contract") is being entered into this 1 st day of March 2025, by and between **Airol di Brothers, Inc.** ("ABI" or "Contractor") and Milwaukee Board of School Directors on behalf of Milwaukee Public Schools, an entity created by the laws of the State of Wisconsin ("MPS" or "District"). This Contract results from an open competitive procurement, specifically Request for Proposal ("RFP") 1096.

1. SCOPE OF SERVICES

As requested by MPS and in accordance with the Scope of Services of RFP 1096, which is hereby incorporated by reference, ABI shall provide District with up to six (6) leased refrigerated trucks ("Vehicles") for food delivery.

The minimum requirements for each truck:

- **TYPE OF VEHICLE:** Rear drive cab and chassis, approximately 17,950 gross vehicle weight (GVW).
- **YEAR:** 2019 or newer.
- **ENGINE:** Turbo-charged and intercooled, four (4) cylinder, in-line water-cooled; Max Output 205 hp @ 2400.
- **RPM:** 5.2L displacement, EPA 10 Emissions Certified.
- **AXLESTD:** Standard Rear Axle Ratio 4.77 with 6-speed.
- **AXLES:** Front axle reversed "I" beam oil lubricated 8,000 lb. rating. Rear axle full floating single reduction single speed by hypoid gearings, 9,880 lb. rating.
- **SPRINGS:** Front spring, taper-leaf springs with shock absorbers, 6,800 lb. rating.
- **REAR SPRING:** Semi-elliptic leaf spring, 9,800 lb. rating.
- **BRAKES:** Hydraulic dual circuit with Antilock Brake System (ABS). No Air Brakes.
- **FRAME:** Straight C Channel frame ladder type, 34" width.
- **WHEELS:** Powder coated 16" x 6" 6-stud disc.
- **BATTERY:** Two 12-volt parallel connections.
- **STARTER:** 12-volt.
- **ALT:** 12-volt 110-140-amp brush alternator. There must be sufficient additional load to adequately handle the refrigeration unit.
- **FUEL TANK:** 30-gallon-capacity fuel tank.
- **FUEL FILTER:** Heated fuel/water separator.
- **RADIO:** AM/FM radio is required.
- **AIRCONDITIONING:** Air conditioning is required.
- **HEAT/DEF:** Standard heater/defroster.
- **SEATS:** Cloth and/or Vinyl driver seat adjustable reclining, with coil suspension and two-person passenger bench seat. Three-point seatbelt for driver and outer passenger, two-point seatbelt for center position.

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- **DISPLAY:** Information display listing: Instant and trip fuel consumption, Diesel Particulate Reduction System performance/status, maintenance intervals, and engine and vehicle diagnostics.
- **INDICATORS:** Warning indicators for oil pressure, brake pressure, coolant level, battery charge, high beam, turn signal, parking brake, engine control system, and ABS.
- **MISCELLANEOUS:** Power steering with tilt steering column, cup holders, fully trimmed rear panel with coat hook, two compartments, two door pockets, and one sun visor on each side.
- **LAMPS:** LED-style marker lamps, stop/taillights, backup lights, and side-flasher lights.
- **HORN:** Electric (dual).
- **GAUGES:** Speedometer mph (km/h), odometer, fuel gauge, coolant temperature gauge, and engine tachometer.
- **OIL:** 8-quart capacity.
- **COOLSYS:** 2.5-gallon capacity.
- **BLHZA:** Engine Block Heater (600W/120V).
- **CHASSIS REQUIREMENT:** 150" wheelbase/127.5" cab to axle.
- **TRANSMISSION:** Automatic.
- **WIPERS:** Dual electric 2-speed and intermittent delay speeds.
- **CAB:** Interior dome light.
- **MIRRORS:** One flat 11" x 7" and one convex 6"x 4" on each side. The mirrors need to be updated to improve the blind spot issue.
- **KEYS:** Must be delivered with three keys.
- **BODY:** Length-16' 0" ID. Height-91" ID. Width-96" OD.
- **FLOOR:** Flat floor. 3" I-Beam X-Member on 12" centers. 6" structural channel long sills, undercoating, forklift opt.- no front plate. No subfloor. Floor IA 010772 non-skid invert. T, 4 kazoo drains, two front, two rear 3" poly floor insulation between x-member. The floor needs to be leveled to decrease mishaps with food storage wheels.
- **LINING:** Lining .090 glass board full front, lining .090 glass board full sides, lining .090 glass board full sides, lining .090 glass board full ceiling, 4" poly front wall insulation, 3" poly side wall insulation, 3" poly ceiling insulation.
- **CARGO CONTROL:** Cargo control location notes, cargo control surface mount E-Track-Horiz. side, E-Track two sides # rows E-Track on sides = 2. Location of E-Track to be specified prior to ordering.
- **INTERIOR LIGHTS:** One recessed dome light w/ rear remote switch hot.
- **FRONT END:** Cutout and framing for refrigeration unit.
- **SIDEWALLS:** 040 pre-painted white, N0006HN, sidewall z-posts on 16" centers.
- **ROOF:** .032 aluminum roof skin, hat roof bows on 24" centers.
- **EXTERIOR LIGHTS:** Standard model 21 lights, 60 series lights rec in corner posts.

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- **REAR END:** Standard rear end, galvanized rear door frame.
 - **REAR DOOR:** 1-1/8" insulated overhead rollup door with inside safety and MS lock two grab handles in rear-aluminum-12". Doors should be light and easy to push up and pull down. All trucks should have locks on the rear doors.
 - **PLASTIC CURTAIN:** Plastic curtain to decrease the loss of cooled air.
 - **MUDFLAPS:** Standard mud flaps.
 - **COLOR:** To maintain appearance, the exterior of the cab and body (including front, roof, sidewalls, rear frame, and overhead door) will be white.
 - **BACK-UP ALARM:** To be included with the body package.
 - **BACK-UP CAMERA:** Trucks must include backup cameras and backup lights.
 - **REFRIGERATION:** Refrigeration unit to have a minimum of 13,300 BTU @35 degrees F., composite body panels, R-404A refrigerant, automatic and manual defrost, installation kit with sure-tight hoses, integrated oil separator, brushless evaporator, condenser heat valve, compressor mount kit, and cab command-in cab controller. The refrigeration unit must utilize current state-of-the-art refrigerant, meeting or exceeding all current Federal regulations (CFC, HCFC, FREE). The refrigeration unit must have the ability to maintain 38 degrees F in the cargo area when the vehicle is non-operational. It is required for the refrigeration to remain consistent during hot and humid days. The reefer shall be powerful enough to avoid breakdowns.
 - **RAILIFT WITH LOCKING CART STOP:** Lift gate specifications: 48 X 80 aluminum with cart stops. Maxon TE brand. Lift gates should be long enough to hold the food wheel safely and have a safety wing. Trucks shall also have powered lift gates for easier maneuvering.
 - **CUSTOMIZATION:** MPS reserves the right to customize the truck box by affixing a non-permanent MPS logo to the outside.
- a.** The following services are required to be performed by Contractor in association with the trucks provided:
- i.** Preventative Maintenance and Inspections.
 - 1)** Must be scheduled around delivery hours.
 - ii.** Oil Changes.
 - 1)** Must be performed routinely to lower cost per mile and keep trucks functioning at the best efficiency.
 - iii.** Maintenance History Web-based Reports.
 - iv.** Other Maintenance and Support Services, including:
 - 1)** federal & state compliance;
 - 2)** parts/tire inventory;
 - 3)** maintenance and repair staff training;
 - 4)** diagnostic equipment;
 - 5)** information systems capabilities;
 - 6)** fleet administration;
 - 7)** licensing & state & federal safety inspections;

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- 8) state & federal taxes & tax reporting; and
- 9) D.O.T. audit reviews.

v. Replacement Vehicles.

- 1) When regular vehicles are undergoing maintenance or repair, fully functioning vehicles that meet substantially all the specifications of the original trucks must be provided.
 - a) There shall be no additional costs for substitute vehicles during maintenance downtime or accident repair.
 - b) Replacement vehicles cannot be equipped with air brakes.
 - c) ABI shall provide secure parking and storage for original trucks when not in use.

vi. Emergency Road Service.

- 1) Replacement
 - a) ABI shall provide fully functioning vehicles that meet substantially all the specifications of the original trucks within one (1) hour for emergency breakdowns.
- 2) Replacement vehicles cannot be equipped with air brakes.
- 3) Emergency Road Service shall be available Monday through Friday, 6 AM to 4 PM.
- 4) ABI shall immediately respond to breakdown calls.

vii. Safety Services.

- 1) ABI's factory-trained personnel shall provide a minimum of two (2) hours of safety training for MPS staff to review operating practices of vehicles and equipment to improve productivity and enhance safe operations. (Videotapes may be used to fulfill this requirement.)
- 2) Driver orientation.

viii. Initial Delivery of Vehicles to MPS.

- 1) Delivery is required between 7 AM and 3 PM.
- 2) The equipment must be delivered to the MPS Nutrition Services Building at 110 E. Center Street, Milwaukee, WI 53212, and delivery tickets must be furnished in duplicate.
 - a) One copy will be signed by an MPS official at the time of delivery and given to the vendor, and one copy will be retained by MPS.
- 3) Contractor shall call to notify Mr. Rick Gilmore (414-267-8943) twenty-four (24) hours prior to delivering the vehicles.

- b. To ensure the trucks' dependability, all preventative maintenance and vehicle repairs not deemed to be attributable to driver error are required.
- c. MPS understands that it may be held liable for damages (except for reasonable wear and tear) to the rental vehicle caused by an accident, intentional, reckless, or wanton misconduct, or theft that MPS may have intentionally caused. However, Contractor agrees and understands that it retains full ownership and responsibility for the routine

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maintenance and repairs of the vehicle and shall be solely responsible for maintaining the vehicle in good physical and mechanical condition.

- d. RFP 1096 (including all exhibits and addenda) and ABI's Response to RFP 1096, are incorporated herein by reference. All minimum respondent qualifications of the RFP are material terms of this Contract with which ABI must comply.
- e. ABI shall provide, at its own expense, all personnel required to perform the services under this Contract.

2. TERM

- a. This Contract shall be in effect from 3/1/2025 through 2/28/2026 (the "Initial Term"), with the option to extend for up to four (4) additional one-year terms upon mutual agreement of the parties in writing and Milwaukee Board of School Directors approval. The terms and conditions in this contract will become effective once all six (6) requested vehicles are ready for delivery to MPS.
 - i. MPS will base its renewal decision on the following performance metrics to be rated by MPS personnel. ABI must attain a minimum score of 90 points to be eligible for contract renewal; however, 90 points does not guarantee renewal.

Performance Metrics	Points
Response to breakdowns in required time frames	40
Quality and timeliness of vehicle preventative maintenance	35
Customer service/responsiveness to problem solving	15
Invoicing and billing process followed	10
Total	100

- b. **No work** shall commence before ABI receives a fully executed Contract and has been given approval to proceed. Any work performed by ABI 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

- a. Total compensation under this Contract shall not exceed \$300,000.00 in the Initial Term, payable as follows:
- b. Prices from the document "Cost Proposal Worksheet (BT-68JX)" are pictured below.

Deliverable	Quantity required	Unit of Cost	Cost	Total Cost
Leased, refrigerated truck as specified in scope of services.	6	Weekly rate per truck	\$ 606.00	\$ 6,060.00
Mileage	750	Rate per mile per truck	\$ 0.08	\$ 60.00

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Refrigeration	250	Rate per hour	\$ 0.80	\$ 200.00
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- c.** MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered, withhold payment until they are fully and adequately delivered, or disallow a pro-rata share of payments for services not fully and adequately delivered.
- d.** MPS does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved.
 - i.** Invoices shall be submitted to Milwaukee Public Schools, ATTN: Nutrition Services Building, 110 E Center Street, Milwaukee, WI 53212.
 - ii.** 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 thirty (30) days.
 - iii.** Unless otherwise specified, MPS shall not pay invoices submitted more than sixty (60) days after actual work. In the case of grant funding, no payments shall be made after the grant close out.
 - iv.** Final invoices must be marked as such.

4. ADDITIONAL INVOICED CHARGES

- a.** Contractor shall provide substitute, fully functioning vehicles that meet substantially all the specifications of the leased vehicles when they are undergoing routine maintenance or repair.
 - i.** Such substituted vehicles shall be provided to MPS at no additional cost.
- b.** In the event that a vehicle is down due to damages to the rental vehicle caused by an accident, intentional, reckless, or wanton misconduct, or theft that MPS may have intentionally caused, MPS will be responsible for payments for up to sixty (60) days.
 - i.** While the vehicle is being repaired, MPS may elect to receive a rental vehicle at their sole discretion.
 - 1) Rental vehicles provided by ABI shall be fully functioning vehicles that meet substantially all of the specifications of the leased vehicles.
 - 2) MPS agrees to pay ABI for providing the rental vehicle at the same rate as the contracted vehicles leased herein.
 - 3) MPS shall not pay for the rental vehicles if the repairs are unreasonably delayed based on the industry-appropriate timeframe for said repair.
- c.** Mileage operation for the week, ending at 12:00 a.m. Central Standard Time on Saturday of each week, shall be called into ABI's office every Monday morning by 10:00 a.m. Central Standard Time, without fail.

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- i. If the odometer, hubometer, or hour meter fails to function, MPS shall immediately report this to ABI.
- ii. MPS shall supply ABI with accurate mileage reports weekly; otherwise, it is expressly understood that ABI will reasonably estimate the mileage.
- iii. If ABI's estimates are overstated, ABI will issue MPS a credit for the difference. If MPS does not regularly report mileage, ABI has the right to install a GPS/tracking system at its expense.

5. REQUESTING/RETURNING VEHICLES

- a. Contractor shall provide up to six (6) leased refrigerated trucks for the purpose of food delivery for District. Both parties agree and understand that District's need for vehicles shall fluctuate over the duration of this Contract. Thus, as its needs and capacity change, District shall request vehicles from and return vehicles to ABI, at its sole discretion. District shall provide thirty (30) days' notice to ABI when requesting or returning a vehicle. District's total allotted number of vehicles shall not exceed ten (10) vehicles.

6. MAINTENANCE SCHEDULE

- a. Contractor will perform service and maintenance on the vehicles as set forth in RPF 1096. Vehicles shall be picked up by the Contractor and brought to one of Contractor's garages (6930 S. 6th Street, Oak Creek, WI 53154 or 9062 N. 107th Street, Milwaukee, WI 53224) by appointment at scheduled intervals or every three months, whichever occurs first, for proper service and maintenance. MPS's drivers shall notify Contractor of any faulty operation of said leased vehicle, if any, as a precaution to limit any interruption to MPS's service. In the event of an emergency, MPS shall notify Contractor, and if necessary, Contractor shall authorize repairs to be done elsewhere.

7. SERVICES PROVIDED

- a. ABI will provide from its facilities lubricants, tires, tubes, and all other operating supplies.
- b. ABI will perform all maintenance and repairs and supply all labor and parts required to keep the Vehicle(s) in service.
- c. MPS agrees to return each Vehicle to an ABI maintenance facility for at least eight (8) hours per month for preventive maintenance at a mutually agreeable date and time. MPS agrees to notify ABI promptly when non-routine repairs are necessary and return the Vehicle to a maintenance facility for the performance of those repairs.
- d. ABI agrees to provide road service for mechanical or tire failure unless it results from an accident, driver abuse, or a violation of this Agreement. ABI will provide additional services as listed on Schedule A attached hereto.
 - i. Where ABI is not responsible for road service, ABI will coordinate services for MPS at MPS's expense.
 - ii. MPS agrees to pay for all damage, repairs, maintenance, or related expenses resulting from MPS's sole negligent operation of a Vehicle in violation of this Agreement, up to, but not exceeding, the vehicle's actual cash value at the time of the accident.

8. VEHICLE SPECIFICATIONS, ALTERATIONS, AND EQUIPMENT

- a. MPS agrees not to alter the structure of any Vehicle without ABI's prior written consent.

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- b.** MPS agrees to pay for all structural alterations, special equipment, and all changes in painting, lettering, and artwork that MPS makes, or requests ABI to make.
- c.** If a law or regulation requires ABI to install new or additional equipment on the Vehicle or to otherwise alter the Vehicle, ABI will perform the installation or alteration at its own expense.
- d.** If MPS uses a Vehicle while it is connected to a trailer or other equipment that ABI does not lease to MPS or maintains for MPS, MPS agrees to keep that trailer and equipment in good operational condition.
- e.** All other permits, special licenses, or tolls received by MPS shall be the MPS's responsibility.
 - i.** With proper written notice to MPS, ABI may settle any claim or lien involving Vehicles because MPS failed to pay any such taxes or expenses, and MPS shall immediately reimburse ABI for such taxes or expenses.

9. VEHICLE USE AND DRIVERS

- a.** MPS shall have exclusive use, control, and operation of Vehicles.
- b.** MPS shall not make any alterations to a Vehicle without ABI's prior written consent.
- c.** Vehicle(s) shall be operated by qualified, properly licensed drivers, who shall conclusively be presumed to be MPS's agents or employees and subject to MPS's exclusive direction and control.
 - i.** Vehicles shall not be operated:
 - 1)** by a driver in possession of or under the influence of alcohol or any controlled drug, substance, or narcotic;
 - 2)** in a reckless or abusive manner;
 - 3)** off an improved road, except in the case of an emergency;
 - 4)** on an underinflated tire by which the driver is aware of;
 - 5)** with insufficient coolant or oil by which the driver is aware of;
 - 6)** while improperly loaded or loaded beyond the maximum weight shown in Schedule A; or
 - 7)** in violation of any applicable laws, ordinances, or rules.
- d.** To the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Statutes 893.80 and 895.46, MPS shall reimburse ABI for any damage or expenses, and indemnify and hold ABI and its partners harmless from and against all fines, tolls, claims, forfeitures, judgments, seizures, confiscations, and penalties directly and solely caused by the failure to reasonably adhere to the above-mentioned requirements.
- e.** MPS shall be responsible for all expenses for removing or towing any mired or snowbound Vehicles.
- f.** If MPS operates a Vehicle with a trailer or other equipment not leased by ABI under this Agreement, MPS warrants that such trailer or other equipment shall be in good operating condition compatible in all respects with the Vehicle with which it is used and in compliance with all applicable laws and regulations, and shall be responsible for all repairs and/or additional maintenance resulting from such use or from any defects in such trailer or equipment.
- g.** MPS shall store each Vehicle in a reasonably safe manner. MPS shall be responsible for and pay for any necessary storage, housing, and parking term of this Agreement or extension thereof. MPS shall provide at its

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expense adequate and secure storage for vehicles furnished hereunder. Any expense incurred by ABI for starting a Vehicle because of MPS's failure to provide and use such a facility shall be at the expense of MPS.

10. MPS OBLIGATIONS

- a.** MPS shall not cause or permit any person other than ABI or persons authorized by ABI to make any repairs to a Vehicle and shall abide by ABI's directions concerning emergency repairs.
- b.** MPS will cause its drivers to:
 - i.** promptly report any trouble concerning a Vehicle on forms provided by ABI.
 - ii.** check oil and coolant levels in each Vehicle daily.
- c.** MPS will return each Vehicle to ABI at the service location set forth in section 4, or as otherwise directed by ABI, for inspection, preventive maintenance, and repair every month at scheduled times as mutually agreed upon. Should MPS change the nature of a Vehicle's operation as described herein, ABI shall have the right to terminate this Agreement with respect to the affected Vehicle, unless the Parties agree otherwise in writing. Title to Vehicles shall remain in the name of ABI or its designee.
- d.** MPS shall, always and at its sole cost, keep Vehicles free and clear from all liens, encumbrances, levies, attachments, or other judicial process from every cause whatsoever (other than a claimant through an act of ABI).

11. NON-LIABILITY

- a.** It is expressly understood and agreed that cargo content shall be the responsibility of the MPS.
- b.** It is understood and agreed upon that ABI shall not be liable for loss or damage to any merchandise or property belonging to the MPS left in or on any Vehicle at any time, and that no employee of ABI, without exception, has any authority to waive this provision.
- c.** To the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Statutes 893.80 and 895.46, MPS further expressly agrees to indemnify ABI and its insurer for any damages or liability to third parties arising from the lettering of and decals of said Vehicle by MPS while it is in the possession of MPS, its agents or employees.

12. FUEL & DIESEL EXHAUST FLUIDS

- a.** MPS is responsible for all fuel, fuel additives, and diesel exhaust fluids necessary to operate the vehicles.

13. NON-APPROPRIATION OF FUNDS

- a.** 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 this Contract, and relieve MPS of any further obligations under this Contract.

14. NON-DISCRIMINATION

- a.** In the performance of work under this Contract, ABI 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.

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- i. This prohibition includes, but is not limited to, employment, promotions, demotions, transfers, recruitment, advertising, layoffs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
 - ii. ABI is required to include a similar provision in all subcontracts to this Contract.
- b. If MPS determines ABI has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem ABI ineligible to participate in future contracts with MPS.

15. INDEMNITY

- a. Notwithstanding any references to the contrary, ABI shall indemnify and hold harmless MPS, its agents, officers, and employees against any and all claims, demands, actions, and causes of action that may be claimed against MPS and resulting liability, loss, damages, costs, and expenses for injury to persons and damages to the extent arising out of (a) granting of this Contract to ABI, (b) the ownership and maintenance of the Vehicles, (c) the material breach by ABI of any of the terms of this Contract, or (d) the carelessness or neglect of ABI, its agents, or employees. If judgment is recovered against MPS in suits of law or equity by reason of the carelessness, negligence, or acts or omissions of ABI, or against such persons, firms, or corporations carrying out the provisions of the Contract for ABI, 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.
- b. To the extent permitted by the law of the State of Wisconsin, including but not limited to Wis. Stat. § 893.80, MPS will indemnify and hold harmless ABI, its officers, employees, and agents against any and all claims, demands, actions, and causes of action that may be claimed against ABI and resulting liability, loss, damages, costs, and expenses for injury to persons and damages to the extent arising out of (a) any wrongful, intentional, or grossly negligent act or omission committed by MPS, its agents, officers, and employees so long as such act or omission is within the scope of employment within the meaning of Wis. Stat. § 895.46, (b) MPS's failure to procure and maintain liability insurance, (c) or the material breach by MPS of any of the terms of this Contract. This obligation will not extend to wrongful or intentional acts or omissions of MPS, its agents, officers, or employees if such acts or omissions are in response to a directive, policy, or instruction issued by ABI, its officers, employees, or agents.

16. BACKGROUND CHECKS

- a. ABI will conduct, at ABI's expense, a criminal information records background check ("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.
- b. An out-of-state background check should be completed in the state(s) in which the individual resided for at least six (6) months within the last two (2) years and was eighteen (18) years or older at the time.
- c. ABI 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 ABI 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 regard to whether an individual is fit to provide services pursuant to this Contract are made at MPS's sole discretion.
- d. 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; failure to submit background checks to MPS as outlined in this Section; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section.

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17. CONTRACTUAL DAMAGES LIABILITY

- a.** Whenever Contractor is obligated to provide a comparable replacement vehicle hereunder, whether it be for the initial start of the Contract, when any vehicle is in the possession of the Contractor or its agents for repairs, after the expiration of the specified time for roadside repairs, or any other reason, and Contractor has failed to do so, in addition to a pro-rata reduction of the fee payable to Contractor for the subject month, Contractor shall be liable to reimburse MPS for its expenses incurred in transporting the usual contents of such vehicle(s) to their intended destinations in a timely fashion.
- b.** Without in any way limiting this liability, MPS's expenses may include those incurred for renting a comparable replacement vehicle from another firm, mailing through the United States Postal Services, shipment through an overnight or other common carrier, or any other appropriate and reasonable method chosen by MPS in its sole discretion.

18. INSURANCE AND FINANCIAL RESPONSIBILITY

- a.** Any accident involving a leased Vehicle, regardless of the extent of liability, must be reported by the driver or MPS to the offices of both MPS and ABI no later than seventy-two (72) hours after the occurrence, without exception. MPS agrees that its drivers, employees, and agents will cooperate fully in obtaining the information necessary to facilitate the proper reporting of such accidents.
- b.** Automobile liability and physical damage coverage shall have limits for each leased vehicle of no less than \$1,000,000.00 (combined single limits) for bodily injury and/or property damage caused by an accident. It being expressly understood and agreed that MPS or ABI shall not be required to provide any automobile liability and physical damage coverage in excess of the limits set out above.
- c.** To the extent permitted by the laws of the State of Wisconsin, including but not limited to Wis. Statutes 893.80 and 895.46, MPS agrees to indemnify and hold ABI harmless from all claims caused by MPS for injuries or damages due to the operation of the Vehicles leased hereunder in excess of the limits of the automobile liability and physical damage coverage.
- d.** Prior to delivery of any Vehicle, MPS shall deliver to ABI a certificate of insurance showing the coverages required. Each insurer shall agree, by endorsement upon the policy issued by it or by an independent document provided to ABI, that it shall give ABI thirty (30) days' prior written notice of the effective date of any cancellation or material alteration of such policy, and that such notice shall be sent by U.S. mail, to Airol di Brothers, Inc. (Corporate Office), Attention: Insurance Department, 6930 S. 6th Street, Oak Creek, WI 53154.
- e.** ABI understands and agrees that financial responsibility for claims or damages to any person, or to ABI's employees and agents, shall rest with ABI. ABI and its subcontractors shall affect 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.

- i.** The minimum limits of insurance required of ABI by MPS shall be:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 for each of the employer's liability limits
General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate
Auto Liability	\$1,000,000 per accident
Umbrella (excess) Liability	\$1,000,000 per occurrence/general aggregate

- ii.** The Milwaukee Board of School Directors shall be named as an additional insured under ABI's and subcontractors' general liability insurance and umbrella liability insurance. ABI and all of its contractors shall waive their right of subrogation in favor of MPS under ABI and its contractors'

**(ATTACHMENT 2) ACTION ON THE REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(E)
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worker's compensation policies. Evidence of all required insurances of ABI 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 ABI's insurers providing the coverages required by MPS for the duration of this Contract.

19. SHIPPING /TAXES

- a.** 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.
- b.** 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.
- c.** MPS reserves the right to reject any items that do not conform to the bid, quote, or Purchase Order. The vendor shall bear all return freight charges associated with the rejected materials.

20. IRREPARABLE HARM

- a.** It is mutually agreed the breach of this Contract on ABI'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 ABI's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

21. TERMINATION BY ABI

- a.** ABI 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. ABI shall thereupon have the right to terminate by giving thirty (30) 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, MPS promptly cures the alleged violation within the thirty (30) day period. Upon said termination, ABI shall be paid the compensation due for all services rendered through the date of termination, including any retainage.

22. TERMINATION BY MPS - BREACH BY ABI

- a.** If ABI 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 by giving thirty (30) 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, ABI promptly cures the alleged violation within the thirty (30) days. In the event of termination, MPS will only be 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 ABI for use in completing the Contract.

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23. TERMINATION BY MPS

- a.** MPS further reserves the right to terminate this Contract for any reason by giving ABI thirty (30) days written notice by Registered or Certified Mail of such termination. In the event of said termination, ABI shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, ABI 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.

24. RETURN OF VEHICLE

Upon termination or cancellation of this Agreement, MPS shall immediately return to ABI, in as good condition and running order as received by MPS, ordinary wear and tear accepted, the Vehicles and all accessories delivered to MPS under this Agreement. Normal wear and tear is defined as the gradual deterioration of a vehicle's condition that occurs as a result of regular use and aging. This is distinct from damage, which is caused by negligence, accidents, or misuse.

Examples of normal wear and tear include: Minor dents and scratches, Faded or chipped paint, Brake pad wear, Tire tread wear, and Interior stains and fabric wear.

Examples of damage that goes beyond what is considered normal wear and tear include: large dents, significant scratches, or mechanical damage.

25. INDEPENDENT CONTRACTOR

- a.** ABI 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. ABI 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.
- b.** ABI 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. ABI specifically covenants not to file any complaint, charge, or claim with any local, state, or federal agency or court in which ABI 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 ABI's behalf, ABI 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.
- c.** ABI 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.

26. LEASE ONLY

- a.** It is expressly understood that this is a leasing contract only and that MPS has acquired no right, title, or interest in the property described in this Contract.

**(ATTACHMENT 2) ACTION ON THE REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(E)
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27. ASSIGNMENT LIMITATION

- a.** 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.

28. PROHIBITED PRACTICES

- a.** ABI, 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 ABI, has a conflict of interest.
- b.** ABI 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, ABI agrees to provide only items manufactured by responsible manufacturers. ABI is required to include a similar provision in all subcontracts to this Contract.

29. LIVING WAGE REQUIREMENT

- a.** ABI 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."

30. NOTICES

- a.** 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.

31. WAIVER

- a.** 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.

32. INTEGRATION / SEVERABILITY

- a.** This Contract and its exhibits and addenda, if any, RFP 1096 and ABI's Response to RFP 1096, 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.
- b.** 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.

**(ATTACHMENT 2) ACTION ON THE REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(E)
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- c. District shall not be bound by any terms and conditions included in ABI'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.
- d. 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.

33. CHOICE OF LAW & FORUM

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

34. TIMING

- a. Time is of the essence in this Contract.

35. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

- a. ABI certifies that neither ABI nor 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. ABI specifically covenants that neither ABI nor 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").

36. FORCE MAJEURE

- a. Neither party will be liable for any obligations it is unable to satisfy under this contract due to an act of God, riot, war, civil unrest, flood, earthquake, an outbreak of contagious disease, or other cause beyond that party's reasonable control; it being understood that the constrained party shall use reasonable efforts which are consistent with accepted practices to resume performance as soon as practicable under the circumstances. The constrained party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

37. STUDENT DATA

- a. ABI 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 ABI 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 ABI from future MPS contracts for varying periods up to and including permanent debarment.

**(ATTACHMENT 2) ACTION ON THE REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(E)
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Vendor Number: V026692

38. NON-DISCLOSURE

- a.** Absent prior written consent of MPS, ABI 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 ABI 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. ABI agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.
- b.** All information and any derivatives thereof, whether created by MPS or ABI 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" 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.
- c.** Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, ABI will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

39. MPS LOGO/PUBLICITY

- a.** ABI 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.

40. ORDER OF PRIORITY

- a.** In the event of a conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: 1) this Contract; 2) RFP 1096 (including all exhibits and addenda); and 3) ABI's Response to RFP 1096.

41. PUBLIC RECORDS

- a.** 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. ABI 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 ABI 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.

42. CONTRACT COMPLIANCE REQUIREMENT

- a.** The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 0 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. ABI (V026692)

**(ATTACHMENT 2) ACTION ON THE REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(E)
AND AWARD A PROFESSIONAL SERVICES CONTRACTS TO AIROLDI BROTHERS**

Contract Revision Number: C033378

Contract Number: C033378

Vendor Number: V026692

AIROLDI BROTHERS

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____

Jim Airol di

By: _____

*Janine Adamczyk, Director
Procurement & Risk Management*

Date: _____

Date: _____

Airol di Brothers
6930 S 6th Street
Oak Creek, WI 53154
414-856-0508

By: _____

*Eduardo Galvan
Interim Superintendent of Schools*

Date: _____

SSN / FEIN: 39-0834611

Budget Code: LNC-0-0-LNH-NU-ESDF

By: _____

*Marva Herndon, President
Milwaukee Board of School Directors*

Date: _____

Reviewed by Insurance Compliance:

By: _____

Date: _____

Reviewed by Contract Compliance:

By: *Jiguinna Cohen*

Date: 2.01.2025

**(ATTACHMENT 2) ACTION ON THE REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(E)
AND AWARD A PROFESSIONAL SERVICES CONTRACTS TO AIROLDI BROTHERS**

It is mutually agreed:

Airoldi Brothers, Inc. agrees to perform all corrective maintenance to the below described vehicles except the replacement or overhaul of any basic parts of the following components: _____

CPI Index:301.84

Customer domicile of vehicle(s): 110 E. Center Street, MILWAUKEE, WI 53212

Service Facilities: 6930 S.6th Street 9062 N. 107th Street
Oak Creek, WI 53224 Milwaukee, WI 53224

The following terms apply to each vehicle listed on this Schedule A:

As mentioned in Section 7(d) of the Contract, ABI will provide the following additional services.

AIROLDI BROTHERS, INC. (A) AND CUSTOMER (C) RESPONSIBILITIES INDICATED BELOW:

- | | |
|--|---|
| A Preventive Maintenance | C Fuel |
| A Oil, Lubricants, Antifreeze excludes washer fluid | C Fuel Tax Reporting & Permit/Cust. prepares /Airoldi files |
| A Maintenance and Parts | C Additional Costs resulting in Interstate Travel |
| A Substitute Vehicles: excludes Force Majeure | C Refrigeration Charge Per Hour 0.80 |
| A Provides External Washing. (6 Per Year) | C Tire Repair (Damage) |
| A Lettering and Painting (\$100 one time allowance) | C Decal removal at the end of lease |
| A Emergency Road Service | C Damage, road debris and glass repair |
| A Tire Replacement | |
| A Pick Up and Delivery for PMs per Master lease location | |
| A Liftgate | |

**The above mention list is not exhaustive.*

Preventive Maintenance: Further explained in Attachment A.

Maintenance and Parts: Further explained in Attachment A.

FUEL & DIESEL EXHAUST FLUIDS: All fuel, fuel additives and diesel exhaust fluids required to operate the vehicle(s) identified in related Schedule A(s), including Substitute and Extra Vehicles, shall be provided at the sole responsibility and cost of Customer.

- A. Notwithstanding the foregoing, as a component of and related to the vehicle preventative maintenance services provided by Lessor, Customer hereby acknowledges and authorizes Lessor to provide fuel, fuel additives and/or diesel exhaust fluids, in quantities necessary to assure that the vehicle is maintained in good operating condition. Customer is responsible for any fuel related breakdowns and damages unless fuel, fuel additives and diesel exhaust fluids are solely purchased at a Lessor locations.
- B. In the event Lessor provides fuel, fuel additives and/or diesel exhaust fluids, Customer hereby acknowledges that the "Lease Charges" identified in this Schedule A, do not include the cost of these fluids which may be delivered from time to time to the vehicle by Lessor. Customer acknowledges that Lessor shall separately invoice Customer for such products, including all applicable fuel taxes and Customer agrees to pay said invoices within seven (7) days from date of invoice. Customer further acknowledges that costs of these fluids will vary according to Lessor's then prevailing "per unit cost" at the time such products are delivered to vehicle.

Maximum mileage: Customer agrees that each of the vehicle(s) described on this Schedule A will be operated a maximum of 10,000 miles within each twelve (12) month period during which it is under lease.

If miles actually operated during the period are more than the miles specified above, customer shall upon receipt of Airoldi Brothers, Inc. invoice promptly pay to Airoldi Brothers, Inc. an amount equal the difference between the number of miles specified and the number of miles operated during the period, multiplied by the over miles rate specified below.

The over miles rate shall be \$0.10 per mile, in addition to the then current mileage rate.

*Other provisions:

Electronic Delivery of Documents. The parties agree that any signed document transmitted by facsimile transmission or email shall be treated in all matter and respects as an original document and the signature of any party upon a document transmitted by fax or by mail shall be considered an original signature. Any document transmitted by fax or by email shall have the binding legal effect of an original document.

The schedule of equipment is hereby made a part of that certain Truck Lease Agreement between the parties dated _____.

----- VEHICLE DESCRIPTION-----

Vehicle No. 1	Date in Service 2	Terms in Months 3	Make & Year 4	Model & Type 5	Serial No. 6	MFG. RECM. MAX GVW AND/OR GCW 7	Weekly Fixed Charge (In arrears) 8	Mileage Rate Per Mile 9
		60 MOS	Isuzu,2024	NQR 16' Refrigerated Str.Truck w/ Liftgate		17,950	606.00	0.08
		60 MOS	Isuzu,2024	NQR 16' Refrigerated Str.Truck w/ Liftgate		17,950	606.00	0.08
		60 MOS	Isuzu,2024	NQR 16' Refrigerated Str.Truck w/ Liftgate		17,950	606.00	0.08
		60 MOS	Isuzu,2024	NQR 16' Refrigerated Str.Truck w/ Liftgate		17,950	606.00	0.08
		60 MOS	Isuzu,2024	NQR 16' Refrigerated Str.Truck w/ Liftgate		17,950	606.00	0.08
		60 MOS	Isuzu,2024	NQR 16' Refrigerated Str.Truck w/ Liftgate		17,950	606.00	0.08

Customer shall provide all the necessary insurance as set for the in paragraph eight of the truck lease agreement.

The amount of the license is \$283.00 for each unit which is included in the rate.

The customer is responsible for the removal of the decals at the end of the lease.

Customer agrees to pay for initial fueling upon in-service.

Customer may return the vehicle(s) empty at end of term.

The parties hereto recognize that the rates quoted herein are based on current cost and labor conditions, and agree that for each rise of one percent (1%), or portion thereof in the Consumer Price Index for All Urban Consumers for the United States (using a 1982-84 base period), published by the United States Bureau of Labor Statistics, or any successor index designated by Lessor, above the index figure applicable to each vehicle covered by this Agreement, the mileage charges per mile, hourly charges per hour and fixed lease charges for such vehicle shall be adjusted upward by one percent (1%) or portion thereof. Such adjustment shall be effective on January 1 and July 1 based upon the latest published index available prior to the calculation of the adjustment.

Customer: MILWAUKEE BOARD OF SCHOOL DIRECTORS

Lessor: Airol di Brothers, Inc.

By: _____

By: _____

Title: _____

Title: _____



(ATTACHMENT 2) ACTION ON THE REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(E)
AND AWARD A PROFESSIONAL SERVICES CONTRACTS TO AIROLDI BROTHERS

UNIT # _____ DATE _____ SPEEDO _____ CUSTOMER NAME _____

LOCATION # _____ CITY _____ STATE _____ R.O.# _____

List all repairs on the back. Do not make any repairs until this sheet is completed.**Driver Vehicle Report Included: Yes / No**

- * Review Driver Write-ups
- * Check for Recalls, Follow ups
- * Service Bulletins

✓ = Okay
O = Follow up Required
X = Adjustments Made

STEP ONE: PRE-SHOP INSPECTION (Start in Cab)

	1. Check Charging / Status
	2. Check ENG , ABS, TCS & Collision Mitigation faults
	3. Check Interior Lights
	4. Check Clutch / Adjustment
	5. Inspect All Emergency Equipment
	6. Inspect Instruments / Gauges
	7. Test Horns - Air / Electric
	8. Inspect Seat Belts / Cushions
	9. Check Heater / Air Conditioner
	10. Verify Low Air Device / Build Air Pressure
	11. Inspect Exterior Lights / Reflectors
	12. Inspect Windshield / Glass / Mirrors
	13. Test Heated Mirrors
	14. Inspect Wipers / Washers

Step Two: (Step Out of Cab - Move Right)

	15. Lube Door Lock / Hinge
	16. Check Steps
	17. Check Batteries
	18. Drain Air Tanks / Inspect Air Tanks
	19. Inspect Fuel & Def Tanks / Caps / Vents / Mounting
	20. Check Mirror / Antenna
	21. Inspect Splash Guard / Fender / Latch

Step Three: (Move Left)

	22. Inspect Gear Box / Drag Link / Steering Shaft
	23. Inspect Shock / Spring
	24. Inspect Clevis Pin / Brake Chamber / Hoses
	25. Inspect Fan / Shroud / Belts
	26. Inspect Radiator / Reservoir / Coolant Hoses
	27. Inspect A/C Condenser / Charge Air Cooler
	28. Inspect Air Compressor
	29. Check Wiring Harnesses / Airlines / Routing
	30. Inspect for Coolant / Fuel / Oil Leaks
	31. Inspect Hood for Damage

Step Four: (Move to the Front)

	32. Inspect Bumper and Extensions / Damage
	33. Inspect Headlight Lense / Damage

	34. Inspect Grille
	35. Inspect License Plate / Verify its not Expired
	36. Inspect Rims / Cracks / No Rust

Step Five: (Move Right)

	37. Inspect Splash guard
	38. Inspect Turbo / Exhaust Pipes / Mounting / Leaks
	39. Inspect Alternator / Mounting / Belts / Tensioner
	40. Inspect Radiator / A/C Condenser / Charge Air Cooler
	41. Inspect Clevis Pin / Brake Chamber / Hoses
	42. Inspect Shock / Spring
	43. Inspect for Coolant / Fuel / Oil Leaks
	44. Inspect Air Filter / Cab Filter

Step Six: (Move Toward Rear)

	45. Inspect Fender for Damage
	46. Check Mirror / Antenna
	47. Lube Passenger Door Lock / Hinge
	48. Inspect Fuel Tank / Caps / Vent / Mounting
	49. Inspect DPF & SCR / Leaks / Mounting (Soot in tailpipe)
	50. Check for Damage on Side of Box
	51. Inspect Mudflap & Bracket / Mounting
	52. Inspect Liftgate Operation / ICC Bumper / Ramp
	53. Inspect Dock Plate / Dock Bumpers
	54. Inspect Rear Door(s) / Lube Rollers / Hinges
	55. Inspect Inside of Box / Floor / Scuff Liner
	56. Inspect Reflective Tape on Rear Door / Back of Cab
	57. Inspect Damage to Body (left side)

Step Seven: (OIL)

	58. Change Oil & Filters
--	--------------------------

Step Eight: (Jack Up Front End, Start at Rear)

	59. Lube Liftgate (Grease if Applicable)
	60. Inspect Rear Springs / Shocks / Air Bags (Especially LF rubbing on Fuel Tanks)
	61. Inspect Rear Diff / Fluid Level / Leaks / Breather
	62. Inspect Wheel Seals for Leaks
	63. Inspect Brake Linings / Adjustment / Air Hoses
	64. Check Wiring Harness / Airlines / Routing

	65. Inspect Driveline / U-joints / Ctr Bearings / Yokes
	66. Check Torque Rods / Radius Rods
	67. Inspect Air Dryer / Mounting / Air-Oil Leaks / Lines
	68. Inspect Muffler / DPF / SCR Mtg (soot in tailpipe)
	69. Inspect Trans / Fluid Level / Leaks / Clutch / Linkage
	70. Inspect Transmission / Engine Mounts
	71. Inspect Starter / Battery Cables / Routing / Corrosion
	72. Lube Chassis
	73. Inspect Brake Linings / Adjustment
	74. Inspect for Fluid Leaks / Oil / Coolant / Fuel
	75. Grease Spring Pins
	76. Inspect King Pin / S-Cam / Slack Adjuster (right side)
	77. Inspect King Pin / S-Cam / Slack Adjuster (left side)
	78. Inspect & Grease Tie Rod Ends
	79. Check Hubs / Fluid Level / Wheel Bearings

		80. Tire Tread Depth / Air Pressure (record on chart)
		81. Inspect Lugs / Wheel Mounting / No Rust
		82. Sticker of Completion

DRIVE TIRE MIN 3/32nds

100 PSI

	#		/32		#		/32		#		/32
Brake lining/16ths →											
Brake stroke →											
					#		/32		#		/32
					#		/32		#		/32
Brake stroke →											
Brake lining/16ths →											
	#		/32		#		/32		#		/32

[illegible]

Signature of Inspector

(ATTACHMENT 2) ACTION ~~Refer Trade Association Inspections Dry~~ POLICY 3.09(9)(E)
AND AWARD A PROFESSIONAL SERVICES CONTRACTS TO AIROLDI BROTHERS



Date _____

Unit #

Hubometer

Reefer Hrs

Customer

Work Order #

***** List all repairs on this sheet. DO NOT make any repairs until this sheet is completed ! *****

Driver Vehicle Report Included: Yes / No

Review Driver Write-ups	✓	Ok
Check for Recalls, Follow-ups	○	Follow-up needed
Service Bulletins	✗	Adjustment made

Visual Inspection (Start & Run Unit)

	1. Inspect Body Panels
	2. Inspect Roof of Vehicle
	3. Inspect Interior Lights (if applicable)
	4. Inspect Fuel Tank / Gauge / Lines / Mtg / Cap
	5. Inspect Interior Walls / Ceiling
	6. Inspect Floor Drains / Kazoos
	7. Inspect Damper Door (free movement)
	8. Inspect Front Bulkhead
	9. Inspect Evaporator Guard / Panels
	10. Open Unit Doors
	11. Inspect Oil / Fuel / Coolant / Refrigerant Leaks

Fluid Level Checks

		* Engine Oil - Qts added _____
		* Antifreeze - Qts added _____
		* Compressor Oil Level _____ Low Half Full

Wire / Mechanical Parts

		12. Check All Exposed Wires & Terminals for Corrosion & Tightness (terminal to stud & wire to terminal)
		13. Inspect Battery Cables & Grounds (clean & tighten as needed)
		14. Check Speed Solenoid for Ease of Movement
		15. Check Solenoid Linkage for Wear & Grease Ball Joints
		16. Grease / Spray Door Hinges & Latches
		17. Spray / Coat Terminals with Protector

Belts / Pulley Check

		18. Check All Belts for Excess Wear
		19 . Adjust Tension of Belts as Needed

		20. Check Fanshaft / Idler Shaft / Water Pump Shaft for Play or Leakage
--	--	---

Start Unit

		* Does Unit Start & Run	YES	NO
		* Starter Noise	YES	NO
		* Excessive Vibration	YES	NO
		* Excessive Noise	Yes	NO
		* Compressor Noise	YES	NO

Check & Record Micro Display Readings

After 5 Minutes of Runtime

		* Ammeter _____	* Battery Voltage _____
		* Oil Psi _____	* T.D _____
		* Return Air _____	* Discharge Air _____
		* Ambient Air _____	

Shut Down Unit (if not loaded)

	21. Record PM on Sticker (Date / Pm Type / Eng Hrs
--	--

Service Write Ups

[illegible]

PRINT NAME OF INSPECTOR

SIGNATURE OF INSPECTOR

Attachment A

(ATTACHMENT 2) ACTION ON THE REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(E) AND AWARD A PROFESSIONAL SERVICE CONTRACT TO AROLDI BROTHERS



Date _____

Unit # _____

Hubometer _____

Reefer Hrs _____

Customer _____

Work Order # _____

*** List all repairs on this sheet. DO NOT make any repairs until this sheet is completed ! ***

Driver Vehicle Report Included: Yes / No

Review Driver Write-ups	<input checked="" type="checkbox"/> Ok
Check for Recalls, Follow-ups	<input type="checkbox"/> Follow-up needed
Service Bulletins	<input type="checkbox"/> Adjustment made

Visual Inspection (Start & Run Unit)

1.	Inspect Body Panels
2.	Inspect Roof of Vehicle
3.	Inspect Interior Lights (if applicable)
4.	Inspect Fuel Tank / Gauge / Lines / Mtg / Cap
5.	Inspect Interior Walls / Ceiling
6.	Inspect Floor Drains / Kazoos
7.	Inspect Damper Door (free movement)
8.	Inspect Front Bulkhead
9.	Inspect Evaporator Guard / Panels
10.	Open Unit Doors
11.	Inspect Oil / Fuel / Coolant / Refrigerant Leaks

Fluid / Filters

12.	Shutdown Unit
13.	Drain Engine Oil & Remove Dipstick
14.	Remove Fuel Filter / Fill New Filter w/Fuel & Install
15.	Replace Air Filter & Reset Restriction Gauge
16.	Remove Oil Filter/ Clean Filter Head / Lube O-ring on New Oil Filter & Install / Close Drain Valve
17.	Fill Engine with Oil (QTS added _____)
18.	Re-install Dipstick
19.	Check and Fill Antifreeze (QTS added _____)
20.	Compressor Oil Level _____ Low / Half / Full
21.	Remove Fuel Pump Inlet Screen & Clean
22.	/ Install with New Seals as needed
23.	Open Bleeder Bolt / Valve & Prime System
24.	Start Engine & Run for 2 Minutes
25.	Recheck Engine Oil Level / Adjust if Needed

Wire Check / Mechanical Parts

25.	Check all Exposed Wires & Terminals for Corrosion & tightness / Terminal to Stud / Wire to Terminal
-----	---

26.	Check Battery Cables & Grounds (clean and protect as needed)
27.	Check Speed Solenoid for Ease of Movement
28.	Check Solenoid Linkage for Wear & Grease
29.	Ball Joints
30.	Grease / Spray Door Hinges / Latches
31.	Spray / Coat Terminals with Protector

Belts / Pulley Check

31.	Check All Belts for Excess Wear / Rot
32.	Adjust Tension of Belts as Needed
33.	Check Fanshaft / Idler Pulley / Water Pump Shaft for Play & Leakage

Start Unit

* Does Unit Start & Run	YES _____ NO _____
* Starter Noise	YES _____ NO _____
* Excessive Vibration	YES _____ NO _____
* Excessive Noise	Yes _____
* Compressor Noise	YES _____

Check & Record Micro Display Readings

After 5 Minutes of Runtime

* Ammeter	_____	* Battery Voltage	_____
* Oil Psi	_____	* T.D	_____
* Return Air	_____	* Discharge Air	_____
* Ambient Air	_____		

Run Auto Pre-trip on Unit

34.	Pass / Fail
35.	Alarm Codes
36.	Shutdown Unit (if not loaded)
36.	Record PM on Sticker (Date / Pm Type / Eng Hrs

