

**Solicitation Number: RFP #062723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Adroit Advanced Technologies, Inc., 10235 West Little York Road, Suite 430, Houston, TX 77040 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires August 8, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, non-owned, and livery automobiles in limits of liability not less than indicated below. The coverage must be

subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,500,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

5. *Sexual Abuse and Molestation Insurance*. During the term of this Contract, Supplier will maintain insurance to provide protection for claims of sexual abuse made against a policyholder and a policyholder's employees.

Minimum Limits:

\$1,000,000 per occurrence

\$2,000,000 – aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that

neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

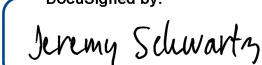
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

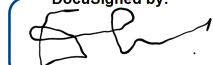
22. CANCELLATION

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


Sourcewell

Adroit Advanced Technologies, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/3/2023 | 5:15 PM CDT

DocuSigned by:

By: 269FDA778D2F491...
Emran Saidan
Title: CEO
Date: 8/6/2023 | 9:55 AM CDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
Date: 8/6/2023 | 12:31 PM CDT

RFP 062723 - Alternative Student and Client Transportation Solutions

Vendor Details

Company Name: Adroit Advanced Technologies, Inc.

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

Address: 10235 W. Little York Rd
Suite 430
Houston, Texas 77040

Contact: Erin Carlson

Email: erin@goadroit.com

Phone: 650-394-7474

Fax: 650-394-7474

HST#: 82-3392831

Submission Details

Created On: Monday May 22, 2023 11:07:21

Submitted On: Monday June 26, 2023 17:36:43

Submitted By: Erin Carlson

Email: erin@goadroit.com

Transaction #: 8bc372da-07f9-4b5a-8afe-45d180c1bc26

Submitter's IP Address: 97.79.31.67

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Adroit Advanced Technologies, Inc. (a Beacon Mobility Company)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	ADROIT/ Beacon
4	Provide your CAGE code or Unique Entity Identifier (SAM):	XX4RSSHXBTB7
5	Proposer Physical Address:	10235 West Little York Rd. Suite 430 Houston, TX 77040
6	Proposer website address (or addresses):	www.goadroit.com www.gobeacon.com (Parent Company)
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Emran Saidan, CEO 10235 West Little York Rd. Suite 430 Houston, TX 77040 Emran@goadroit.com 888-778-3413
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Erin Carlson Director of Business Development 10235 West Little York Rd. Suite 430 Houston, TX 77040 Erin@goadroit.com 713-854-3911
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Daniel Hernandez, Vice President, 10235 West Little York Rd. Suite 430 Houston, TX 77040 daniel@goadroit.com (650) 477-8014

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>ADROIT's parent company, Beacon Mobility, is a prominent player in the student transportation industry with a rich history spanning over 70 years. With a strong presence in over 22 states and 100+ locations, Beacon Mobility has established itself as a leading provider of transportation solutions for students across the United States.</p> <p>Adroit Advanced Technologies, Inc. partnered with Beacon Mobility in 2021 to enhance our offerings and strengthen the services we have provided across the United States. The company's longevity is a testament to its commitment to excellence and its ability to adapt to the evolving needs of the education sector. Over the years, Beacon Mobility has built a reputation for reliability, safety, and efficiency in student transportation services.</p> <p>As a large and established player in the industry, Beacon Mobility brings significant advantages to ADROIT and its mission of providing exceptional transportation services to students with special needs. ADROIT gains access to an extensive network of resources, expertise, and industry knowledge by joining forces with Beacon Mobility. This partnership amplifies ADROIT's reach, allowing them to make an even greater impact on the lives of students across the nation.</p> <p>Every day, our company's fleet of vehicles crisscrosses the nation, carrying not just students but also dreams, aspirations, and hope. The company's commitment to providing safe and reliable transportation for students with special needs goes beyond mere logistics. It is driven by a genuine desire to ensure that no child is left behind and that every student can thrive and reach their full potential.</p> <p>Our team worked tirelessly to develop a customized proprietary logistical technology platform that connected all stakeholders involved in student transportation. With a deep understanding of these challenges, our technology solution would bridge this gap between districts, counties, NPS, and school bus agencies, ensuring seamless coordination, and communication and revolutionizing the student transportation landscape.</p> <p>We understand that sending children off to school can be a source of concern and worry for parents and guardians. That's why we have developed our state-of-the-art parent/guardian technology that brings them comfort and peace of mind. Our parent/guardian technology is specifically designed to provide a seamless and reassuring experience for parents when their kids embark on their educational journeys. Through this innovative solution, parents can stay connected and informed every step of the way. With our technology in their hands, parents can receive real-time updates, including information about pick-up and drop-off times, route details, and any changes or delays that may occur. They can also track their child's transportation in real-time, ensuring they are aware of their whereabouts and progress.</p> <p>Today, as we reflect on our journey, we are filled with immense pride. ADROIT has grown exponentially, and we now have more than 55+ district partners for small vehicle services across the United States. We have become a lifeline for students and families, offering reliable transportation solutions that go beyond just getting from point A to point B.</p> <p>At ADROIT, we take great pride in our commitment to compliance with all federal, state, and district requirements and regulations. We understand the importance of ensuring the highest safety, security, and professionalism standards in student transportation. To uphold these standards, we meticulously select and manage our team of compassionate drivers. Each driver undergoes a comprehensive screening and vetting process to ensure their qualifications, experience, and commitment to student well-being.</p> <p>ADROIT's core values are:</p> <p>We Care: ADROIT values caring for its clients, employees, and the communities we serve. We prioritize understanding and addressing the needs of our clients and strive to provide compassionate and high-quality service.</p> <p>We Do The Right Thing: ADROIT emphasizes ethical behavior and integrity in its operations. We prioritize making decisions and taking actions that align with moral and professional standards. This value reflects our commitment to conducting business with honesty and transparency.</p> <p>We Collaborate: Collaboration is an important value for ADROIT. We value working together as a team and fostering partnerships with our clients. By promoting collaboration, we aim to achieve shared goals, develop strong relationships, and deliver the best possible solutions.</p> <p>We Have Fun: ADROIT recognizes the importance of a positive and enjoyable work environment. We value creating a workplace culture that encourages fun and enjoyment among our employees. This value likely promotes employee engagement, satisfaction, and overall well-being.</p> <p>These core values indicate ADROIT's commitment to customer service, ethical conduct, teamwork, and fostering a positive work environment. We provide a guiding framework for our actions and interactions with clients, employees, and the community.</p>
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11	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, ADROIT is filled with anticipation and excitement for the future. The company's expectations are set high as it looks forward to leveraging its expertise and resources to provide an exceptional level of student transportation service to Sourcewell, the partnering members, and to bring in new clients to partner with ADROIT and Sourcewell.</p> <p>With this new opportunity, ADROIT expects to bring its core values of care, compassion, and personalized attention to the forefront. The company understands the unique needs of students with special needs and is committed to ensuring their safety, comfort, and well-being throughout their educational journeys.</p> <p>ADROIT is eager to implement its customized proprietary logistical technology platform, which will seamlessly connect all stakeholders involved in student transportation. By bridging the gap between districts, schools, and transportation agencies, the platform will enable efficient coordination and communication, ensuring a smooth and transparent transportation process for all parties involved.</p> <p>Through the implementation of this technology, ADROIT expects to enhance efficiency, streamline operations, and provide a high level of transparency and accountability. Real-time updates and notifications will keep all stakeholders informed about pick-up and drop-off times, route details, and any changes or delays, providing peace of mind to parents and guardians.</p> <p>Moreover, ADROIT's team of compassionate drivers, meticulously screened and vetted, will deliver the utmost professionalism and care in their transportation services. They understand the importance of their role in fostering a warm and nurturing environment for the students they serve, ensuring that they feel supported and valued.</p> <p>By delivering on these expectations, ADROIT aims to make a significant positive impact on the partnering organization and the students it serves. The company strives to go beyond meeting contractual obligations and aims to establish a long-lasting partnership built on trust, collaboration, and a shared commitment to student well-being.</p> <p>ADROIT's expectations extend beyond just the duration of the contract. The company aspires to create a lasting legacy in the field of student transportation, contributing to the growth and success of educational institutions and the empowerment of students with special needs.</p> <p>Through its dedication to compliance with all regulations and a deep sense of purpose, ADROIT is confident that it will exceed expectations and deliver an exceptional level of transportation service. The company's team is excited to embark on this new journey, knowing that every day presents an opportunity to make a positive impact on the lives of students and their families.</p>
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>To demonstrate our financial strength and stability, we have attached our 2021 and 2022 financial statements and a letter of good standing from JP Morgan Chase at the end of this questionnaire. Adroit Advanced Technologies, Inc., is a wholly owned subsidiary of Beacon Mobility. Beacon Mobility is comprised of a growing family of regional transportation companies. Beacon's partner companies currently operate at more than 100 locations serving 22 states under their local brand names. Across all their transportation companies, Beacon operates 8,500 vehicles and employs over 11,000 team members.</p> <p>For its most recent fiscal year ended June 30, 2021 (and prior to the acquisition of Palmeri, Travel Kuz, Alltown, DS Bus, Midwest Bus, and Tri-County Transportation), Beacon Mobility reported revenue of \$601 million and EBITDA of \$122 million. For the current year and based on today's run rates, Beacon projects revenue of \$965 million and EBITDA of \$195 million. Please visit https://gobeacon.com/about-us/ to learn more about Beacon Mobility.</p> <p>ADROIT– through Beacon Mobility – maintains strong banking relationships to facilitate our capital needs, cash flow, and operations.</p> <p>We have not missed any debt obligations, nor has the business ever had poor financial health. Our company has never defaulted on any obligation, nor are there any financial or operational issues that would impede our ability to operate this contract. We have repeatedly shown throughout our entire company's history that we have the capabilities and stability to fiscally manage and monitor contracts of this nature and size.</p> <p>Backed by nearly 100 years of experience, ADROIT is part of a growing family of companies that share a mission of putting people first. Together, we provide safe, reliable, and cost-effective mobility solutions uniquely tailored to meet the needs of the people we serve. Communities, school districts, special education programs, and regional transit authorities count on our companies to get people where they need to go safely and on time.</p>

13	What is your US market share for the solutions that you are proposing?	<p>ADROIT's market share would likely grow over time as it successfully acquires new contracts, builds strong relationships with educational institutions, and earns the trust and satisfaction of its customers. By consistently delivering high-quality transportation solutions, ADROIT can gradually increase its market share and establish a solid presence in the industry.</p> <p>ADROIT's position in the student transportation industry is noteworthy, particularly as it aligns with Beacon, one of the top four largest players in the transportation sector. This partnership allows ADROIT to offer a comprehensive student transportation solution for students with highly specialized needs, making them the expected main provider for this service. While the student transportation market is competitive, with established companies holding significant market shares, ADROIT, being a new company with a growth-oriented approach, can leverage its innovative solutions, personalized care for special needs students, and commitment to technology integration to attract customers who value these unique offerings.</p> <p>The growth rate of ADROIT's market share will depend on several factors, including the award of specific contracts. Particularly, the recent award of the Sourcewell contract is expected to lead to a rapid increase in ADROIT's market share, especially in Texas and the Midwest states.</p> <p>Accurately measuring market share requires conducting comprehensive market research and analysis, which takes into account the specific target market, geographic region, and competitors. ADROIT acknowledges the importance of regular evaluation of market dynamics and monitoring key performance indicators to gauge its market share growth effectively. By doing so, ADROIT will be able to make informed decisions and further expand its presence in the student transportation industry.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A- However, expansion plans in to Canada are in our future plans.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned or filed for bankruptcy protection.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) ADROIT is a service provider</p> <p>We are proud to unify technology and logistics to serve our clients, families, and students. ADROIT is the only alternative student transportation that offers a hybrid model that consists of service providers (employed) and independent drivers (contracted). This hybrid model enables us to ensure availability and driver consistency which helps us bridge driver shortages while lowering transportation costs on the district's transportation budgets.</p> <p>ADROIT, along with our parent company Beacon Mobility, is a full-service student transportation solution provider with expert divisions for bus sales, paratransit, charter, and alternative student transportation services. The best way to describe our company is as a partner to our clients that acts as an extension of their current transportation department.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Beacon Mobility/ADROIT is ready to expand its services to all 50 states and take advantage of new opportunities. With our existing licensing in 22 states and the ability to quickly obtain licenses in new states, we are well-equipped to handle rapid expansion.</p> <p>Expanding to all 50 states demonstrates our commitment to reaching a wider customer base and providing our services across the entire country. By opening up new markets, we can introduce our transportation solutions to more people and further establish our presence in the industry.</p> <p>Furthermore, we are proud to mention that the majority of our transportation partners are minority or woman-owned businesses. This demonstrates our dedication to promoting diversity and supporting underrepresented entrepreneurs in the transportation sector.</p> <p>As we move forward with our expansion plans, we will continue to prioritize efficient licensing processes, maintain high-quality services, and foster strong partnerships with businesses across all states. Our goal is to provide reliable and accessible transportation options to as many individuals and communities as possible.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	To the best of ADROIT's knowledge, there has never been a "suspension or disbarment."	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	N/A
20	What percentage of your sales are to the governmental sector in the past three years	<p>ADROIT takes immense pride in serving the governmental and educational sectors, which constitute a significant majority of our business, accounting for an impressive 99% of our sales over the past three years. Our commitment to excellence and our tailored solutions have enabled us to establish strong partnerships with government and educational entities at all levels.</p> <p>We understand the unique needs and requirements of their organizations, and our services are specifically designed to meet and exceed those expectations. From cutting-edge technology solutions to unwavering dedication to quality and efficiency, we are fully equipped to support the diverse and demanding nature of government and educational operations.</p> <p>Our track record speaks for itself, as we have consistently delivered exceptional results and earned the trust of numerous clients. By leveraging our extensive experience and expertise, we have successfully implemented projects, provided services, and facilitated seamless operations across a wide range of government and educational sectors.</p> <p>At ADROIT, we view our role in the governmental and educational sectors as more than just a business endeavor. It is a partnership built on mutual respect, integrity, and a shared commitment to advancing the public good. We embrace the responsibility of supporting the essential work of agencies and organizations, contributing to their success, and ultimately making a positive impact on society as a whole.</p> <p>We remain dedicated to maintaining the highest service standards, consistently delivering exceptional results, and fostering long-term relationships with our valued clients. ADROIT is proud to be the trusted partner of choice for government and educational entities, and we look forward to continuing our shared journey of success and innovation in the years to come.</p>
21	What percentage of your sales are to the education sector in the past three years	See Question 20 answer
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>ADROIT acknowledges that we are not currently affiliated with any other cooperative purchasing groups. However, this presents an exciting opportunity for our team to focus our efforts on establishing a robust and mutually beneficial partnership with Sourcwell. We are fully committed to investing our resources and expertise in all areas where our services can be utilized effectively.</p> <p>By entering into a National Purchasing agreement with Sourcwell, we envision tremendous growth and expansion for ADROIT. Our extensive network of clients is eager to initiate business collaborations, and this agreement will serve as a catalyst for facilitating remarkable progress and development. The collaboration between ADROIT and Sourcwell holds great potential for both organizations, enabling us to deliver unparalleled value and innovative solutions to a broader range of clients.</p> <p>ADROIT is driven by a strong desire to establish a long-lasting and prosperous partnership with Sourcwell. We are ready to dedicate our full attention, resources, and expertise to meet the diverse needs and requirements of Sourcwell's members. With our unwavering commitment to exceptional service delivery, technological advancements, and customer satisfaction, we are confident that the partnership between ADROIT and Sourcwell will yield remarkable results and pave the way for significant growth opportunities.</p> <p>We eagerly anticipate the exciting prospects that lie ahead as we embark on this journey together. ADROIT is enthusiastic about the potential for collaboration with Sourcwell, and we are poised to make a meaningful impact by leveraging our expertise, resources, and dedicated team. Through this National Purchasing agreement, ADROIT aims to contribute to the growth and success of both organizations, while providing unparalleled services and solutions to Sourcwell and its members.</p> <p>We look forward to building a strong foundation and forging a prosperous partnership with Sourcwell, as we collectively strive for excellence, innovation, and the achievement of our shared goals.</p>

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Milwaukee Public Schools Wisconsin	David Fifarek	414-475-8796	*
Esther B. Clark California	Scott Hanson	650-688-3634	*
South San Francisco California	Judy Valenzuela	(650) 877-8720	*
Lee's Summit School District Missouri	Stefanie Graham	(816) 986-1039	
Cambrian School District California	Maggie Spehar	669-268-6008	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Esther B. Clark	Education	California - CA	Special Education and McKinney Vento transportation	\$165,000/Month	\$5,338,795	*
Castro Valley Unified School District	Education	California - CA	Special Education and McKinney Vento transportation	\$150,000/Month	\$4,359,504	*
Chicago Public Schools	Education	Illinois - IL	Regular Ed and SPED	\$95,000/ day	\$51,300,000	*
NYC Department of Education	Government	New York - NY	Special Education	\$105,555/ day	\$57,000,000	*
Olathe Public Schools	Education	Missouri - MO	Regular Ed Transportation	\$88,888.00/ day	\$48,000,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
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26	Sales force.	<p>Our Commercial team at Beacon and ADROIT comprises highly skilled professionals who possess extensive experience in the student transportation industry. Each team member brings unique experiences and expertise, all dedicated to the commitment to safety, customer experience, and operational excellence.</p> <p>Leading this exceptional team is Judith Crawford, who joined Beacon Mobility as the CEO in 2021. With a proven track record of success, Judith's wealth of knowledge and experience make her a valuable asset. Previously, she served as the Chief Executive Officer of National Express Transit Corporation, overseeing transit operations across the United States and Canada. Under Judith's leadership, National Express Transit flourished, thanks to her customer-centric approach and unwavering commitment to safety, customer experience, and operational excellence.</p> <p>Assisting Judith in driving commercial development and growth is David Duke, the Chief Commercial Officer. With over 30 years of expertise in operations and business development, David has held leadership positions in renowned national transportation organizations. His strategic mindset and extensive knowledge of the industry contribute to the team's success. Throughout his career, David has overseen regional and national operations while spearheading business development initiatives in school bus and consumer transit transportation.</p> <p>Supporting the team as the Chief Operating Officer is Westley Richters, an accomplished professional with nearly two decades of experience in transportation and logistics. Since joining Beacon Mobility in 2019, Wes has provided valuable insights and collaborative leadership. In his previous role as divisional COO at National Express, he managed operations in the eastern United States and led a start-up division serving charter schools nationwide. Wes's profound understanding of the industry and dedication to exceptional service ensures outstanding experiences for passengers.</p> <p>Driving business development initiatives with a visionary mindset is Justin Grygiel, the VP of Business Development. With over 25 years in transportation, Justin has held pivotal roles in operations leadership, customer service, and sales at esteemed companies. His expertise includes overseeing leadership teams, fostering relationships with special education transportation customers, and establishing new locations to enhance customer satisfaction. Justin's dedication to adding value and ensuring customer satisfaction plays a pivotal role in the team's success.</p> <p>Emran, the Senior Vice President for Beacon Mobility in the West region and the Founder/CEO of ADROIT, brings a fresh perspective and innovative spirit to the team. With over eight years in alternative student transportation, Emran's journey started as a logistics contractor for the U.S. Military in the Middle East. His ambition and problem-solving skills propelled him to become a key contact for U.S. Military operations. Emran's partnership with seasoned student transportation veterans led to the founding of ADROIT, where he introduced new alternative and supplemental solutions to address challenges faced by school districts and families of children with special needs.</p> <p>Another valuable member of the team is Daniel, the VP of Business Operations at ADROIT. With a degree in Global Supply Chain Management, Daniel's logistics and operations expertise is instrumental in creating and managing the operations and business development departments. With over 12 years of experience, including seven dedicated to alternative student transportation, Daniel understands the impact of good service on students and their families. As a parent of a special needs child, his deep empathy drives his dedication to providing exceptional service.</p> <p>Representing ADROIT to esteemed clients throughout the United States is Erin Carlson, the Director of Business Development. Erin focuses on nurturing client relationships and ensuring seamless daily operations. Her expertise in contractual, service, and financial aspects allows her to collaborate closely with clients and upper management to proactively address challenges. With a commitment to upholding the highest standards, Erin guarantees an exceptional experience for valued clients.</p> <p>Lastly, Jay Mandola, the Business Development Manager at ADROIT, plays a pivotal role in cultivating fresh ADROIT/Client relationships and finding tailored transportation solutions. Serving as a crucial link between ADROIT and district management, Jay fosters open communication and collaboration.</p> <p>Together, this distinguished team at Beacon and ADROIT Commercial brings a wealth of experience, expertise, and a proactive mindset to the student transportation industry. Their unwavering dedication to providing exceptional service to clients and their instrumental contributions drive the growth and success of Beacon and ADROIT Commercial. With their combined efforts and shared vision, they make a positive impact on the lives of students and families, revolutionizing the transportation industry one innovation at a time.</p>
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27	Dealer network or other distribution methods.	N/A	*
28	Service force.	<p>With Beacon and ADROIT, we operate with 100+ locations across 22 states, ensuring boots on the ground for all our clients. Additionally, we offer a 24/7 call center service available through all our channels of communication.</p> <p>ADROIT runs its operations from our main office in Houston, TX, where our dedicated team is based. Our operating hours are from 5:00 am to 7:00 pm CST. We also have an office location in California to cater to the specific needs of our clients in that region. Furthermore, we are excited to announce that a new office in North Carolina is currently in the works and will soon be operational.</p> <p>Our Houston office serves as the central hub for ADROIT's nationwide operations, allowing us to efficiently manage and coordinate transportation services for our clients across the country. With a strong team of professionals located in Houston, we ensure effective communication, timely decision-making, and seamless execution of our services.</p> <p>The California office provides localized support to our clients in the region, enabling us to better understand and address their specific transportation requirements. Having a physical presence in California allows us to deliver personalized service and maintain strong relationships with our clients in the area.</p> <p>Together, Beacon and ADROIT's extensive network of locations and dedicated teams ensure that we can meet the transportation needs of our clients nationwide while providing exceptional service and maintaining strong client relationships.</p>	*

29	Describe your ability to effectively establish an alternative student and client transportation program in a new service area.	<p>Our ability to effectively establish an alternative student and client transportation program in a new service area is driven by our expertise, experience, and comprehensive approach. For example, we were able to expand into a new state and major metropolitan city and establish operations ready for service in less than 3 weeks. Here's how we ensure a successful implementation:</p> <p>Needs Assessment: We begin by conducting a thorough needs assessment of the new service area. This involves understanding the transportation requirements of the students and clients, including their locations, schedules, and specific needs. We also take into account any existing transportation programs or services in the area to identify gaps and opportunities for improvement.</p> <p>Planning and Customization: Based on the needs assessment, we develop a comprehensive plan for the alternative transportation program. This plan includes defining routes, schedules, and vehicle requirements tailored to the specific needs of the students and clients in the new service area. We also consider factors such as traffic patterns, potential obstacles, and safety requirements to ensure an efficient and reliable transportation solution.</p> <p>Regulatory Compliance: We ensure full compliance with all relevant regulations and guidelines governing student and client transportation. This includes obtaining the necessary permits, licenses, and certifications required by local, state, and federal authorities. Compliance with safety standards and protocols is of utmost importance to us, and we strictly adhere to industry best practices to maintain a safe environment for all passengers.</p> <p>Recruitment and Training: To establish the new transportation program, we carefully recruit and train a team of qualified drivers and staff members. We prioritize hiring individuals who are experienced, professional, and dedicated to providing excellent service. Our training programs cover various aspects, including defensive driving, student management, emergency procedures, and customer service, ensuring that our team is well-prepared to handle any situation.</p> <p>Technology Integration: We leverage advanced technology solutions to enhance the efficiency and effectiveness of our transportation program. This includes utilizing GPS tracking systems to monitor and optimize routes in real-time, as well as communication platforms that enable seamless coordination between drivers, students, clients, and our operations team. Our technology also facilitates transparent reporting and data analysis, enabling us to continually improve and refine our services.</p> <p>Collaborative Partnership: We actively engage in open and transparent communication with the schools, districts, or organizations we serve in the new service area. We work closely with them to understand their specific requirements, address any concerns, and ensure a smooth transition to the alternative transportation program. Regular meetings, feedback mechanisms, and performance evaluations help us maintain a strong partnership and continuously improve our services.</p> <p>Continuous Evaluation and Improvement: We regularly evaluate the performance of the transportation program in the new service area, seeking feedback from stakeholders and monitoring key performance indicators. This enables us to identify areas for improvement and implement necessary adjustments to optimize the program's effectiveness, efficiency, and customer satisfaction.</p> <p>By following this comprehensive approach, we have a proven track record of successfully establishing alternative student and client transportation programs in new service areas. Our commitment to safety, reliability, customization, and collaboration ensures that we deliver a high-quality transportation solution tailored to the unique needs of each community we serve.</p>
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30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>ADROIT is dedicated to providing exceptional customer service, and as part of our commitment, we ensure that each client is assigned their own designated Client Relations Representative. This representative will serve as the primary point of contact for the client throughout their engagement with ADROIT. Our Client Relations Reps are experienced professionals who understand the unique needs and requirements of our clients and are skilled at providing personalized support and guidance.</p> <p>Upon the handoff to the Client Relations Rep, we strive to reach out to the client within 24 hours to initiate the onboarding process. During the initial call, our Rep will engage with the client to discuss their specific needs and gather essential information to ensure a smooth transition. Some key areas that will be covered during this conversation include:</p> <p>Services: We will provide a comprehensive overview of our services and address any questions or concerns the client may have regarding our offerings.</p> <p>Number of Students: We will inquire about the number of students requiring transportation, allowing us to accurately assess the scope of the transportation needs.</p> <p>Carpool or Solo Riders: We will discuss whether the transportation will involve carpooling or if the students will be riding individually, ensuring that we align our services accordingly.</p> <p>Equipment Usage: If there are any specific equipment requirements, such as wheelchair-accessible vehicles or special seating arrangements, we will gather this information to accommodate the needs of the students.</p> <p>Start Date: We will determine the requested start date for transportation, enabling us to plan and coordinate the logistics accordingly.</p> <p>Steps to Get Started: We will guide the client through the process of filling out the Student Transportation Request form, ensuring a streamlined and efficient onboarding experience.</p> <p>Additional Information: We will inquire about any additional information that may be necessary to initiate transportation services for the students effectively.</p> <p>Once the client has submitted the Student Transportation Request form, our routing team will promptly enter the student's information into our system and collaborate with the driver team to secure a suitable driver for the ride.</p> <p>Prior to the start of transportation, our team will reach out to the family to conduct an onboarding session. This session will serve as an opportunity to provide a detailed overview of ADROIT's services, answer any remaining questions, and ensure that the family is well-informed and comfortable with the upcoming transportation arrangements.</p> <p>By following this comprehensive onboarding process, ADROIT aims to establish clear communication channels, gather essential information, and ensure that our services align seamlessly with the client's needs. We are committed to building strong and collaborative relationships with our clients, prioritizing their satisfaction and delivering a superior transportation experience.</p>
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<p>31</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Our customer service program is designed to provide prompt and effective support to our customers, ensuring their satisfaction with our technology and services. Here is a detailed overview of our customer service process and procedures:</p> <p>Contact Channels:</p> <p>Phone Support: We offer a dedicated customer service team where customers can reach out to our support team directly. They must answer the phone in 3 rings or less.</p> <p>App/Technology Support: Customers can also contact us via the parent/guardian app, the District Portal, the Driver app, etc., and our support team strives to respond immediately.</p> <p>Support Team:</p> <p>Trained Professionals: Our customer service team consists of knowledgeable and well-trained professionals who are equipped to handle various customer queries and issues.</p> <p>Product/Service Expertise: Our support agents possess in-depth knowledge about our services, enabling them to provide accurate and relevant assistance to customers.</p> <p>Incentives and Service Goals:</p> <p>Performance-Based Incentives: We may have incentive programs in place to motivate our customer service team to meet and exceed customer satisfaction goals and service level commitments.</p> <p>Training and Development: We invest in continuous training and development for our support agents to enhance their skills, product knowledge, and customer service capabilities.</p> <p>Customer Feedback: We actively encourage customers to provide feedback on their service experience, which helps us identify areas for improvement and make necessary adjustments to enhance our customer service program.</p> <p>Our overarching goal is to provide exceptional customer service and ensure timely and effective resolution of customer issues. We continuously evaluate and refine our processes to optimize response times, improve customer satisfaction, and maintain high service standards.</p>
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32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We are highly committed to providing our products and services to Sourcewell participating entities in the United States. Our ability and willingness to serve these entities are as follows:</p> <p>Extensive Coverage: We have a widespread network and operational capacity that enables us to serve Sourcewell participating entities across the United States. We have the infrastructure, resources, and expertise to efficiently deliver our products and services to various locations.</p> <p>Compliance with Sourcewell Contracts: We understand the importance of adhering to Sourcewell contracts and agreements. We ensure that our products and services align with the terms and conditions set forth by Sourcewell, providing participating entities with the assurance that they will receive the specified benefits, pricing, and quality.</p> <p>Scalability and Capacity: We have the capability to scale our operations and resources according to the needs and demands of Sourcewell participating entities. Whether the entity is a small organization or a large institution, we can accommodate their requirements and provide the necessary support.</p> <p>Competitive Pricing: We offer competitive pricing structures for our products and services to Sourcewell participating entities. Through our collaboration with Sourcewell, we aim to provide cost-effective solutions that deliver value and meet the budgetary constraints of the entities.</p> <p>Dedicated Account Management: We assign dedicated account managers to Sourcewell participating entities to ensure a seamless and personalized experience. These account managers serve as the primary point of contact for the entities, addressing their specific needs, providing assistance, and maintaining regular communication.</p> <p>Collaboration and Customization: We actively engage with Sourcewell participating entities to understand their unique requirements and preferences. This collaboration allows us to tailor our products and services to align with their specific needs, ensuring that they receive a customized solution that maximizes the benefits for their organization.</p> <p>Reliable Support and Service: We prioritize customer satisfaction and strive to provide reliable support and service to Sourcewell participating entities. Our customer service team is readily available to address any queries, concerns, or issues that may arise, ensuring a smooth and efficient experience for the entities.</p> <p>Overall, we are fully committed to serving Sourcewell participating entities in the United States. Our ability to provide products and services, coupled with our dedication to meeting their needs and complying with Sourcewell contracts, positions us as a reliable and trusted partner for their procurement requirements.</p>
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A- However we do have plans to expand in to Canada in the near future.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We can service the entire United States, and we have future plans to grow in to Canada.
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	No, ADROIT will not have limitations
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ADROIT is not aware of any contract requirements or restrictions that would apply in Hawaii or Alaska. Our ability to provide services is contingent upon state regulations and restrictions, which determine the areas we are unable to serve.

Table 7: Marketing Plan

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>At ADROIT, our marketing team is dedicated to creating awareness and promoting the SOURCEWELL agreement in the U.S. market. We employ various tactics to ensure a seamless transition for SOURCEWELL members and effectively convey the benefits of choosing ADROIT as their transportation provider. Here are the strategies we will implement:</p> <p>Landing Page: We will create a comprehensive contract landing page that houses the latest contract information, products, and pricing. In collaboration with SOURCEWELL marketing, we will develop an email awareness campaign to educate SOURCEWELL members on how ADROIT and SOURCEWELL will ensure a smooth transition.</p> <p>Customer Facing Collateral: ADROIT's marketing team will design and distribute collateral that clearly explains the SOURCEWELL agreement. These materials will be showcased on the SOURCEWELL landing page and made available in print format for SOURCEWELL customers. The collateral will highlight the benefits of choosing ADROIT through the agreement while showcasing our services, and solutions. We will have collateral ready for distribution upon the announcement of the award. For non-members, we will emphasize ADROIT's affiliation with SOURCEWELL and promote adoption into the SOURCEWELL brand.</p> <p>Sales Enablement: ADROIT will assign a dedicated account manager to all SOURCEWELL members. Our account manager will train our sales team on the SOURCEWELL agreement, and our marketing team will provide sales enablement tools to keep them updated on any program changes or updates.</p> <p>Customer Newsletter: ADROIT sends a quarterly newsletter to thousands of customers and prospects. Upon winning the award, SOURCEWELL and ADROIT will be prominently featured in each edition, ensuring regular exposure to our customer base.</p> <p>Corporate Communications: In the event of winning the award, we will issue a press release via PR Newswire, sharing the news of the partnership between ADROIT and SOURCEWELL. This announcement will also be shared on the ADROIT Newsroom and across our social media channels, generating visibility among industry colleagues.</p> <p>Co-Marketing Opportunities: ADROIT is open to participating in co-branding and co-marketing initiatives with SOURCEWELL. We have successfully engaged in such activities with other vendors in the past.</p> <p>Social and Paid Media: ADROIT will leverage social media platforms and paid media to effectively reach and engage SOURCEWELL customers across the United States.</p> <p>Executive Sponsorship: ADROIT's management team will conduct quarterly business reviews with SOURCEWELL's executive leadership team, fostering a strong partnership and addressing any evolving needs or concerns.</p> <p>Through these comprehensive marketing strategies, ADROIT aims to generate awareness, facilitate a smooth transition, and build a strong relationship with SOURCEWELL and its members in the U.S. market.</p>
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38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At ADROIT, we harness the power of technology and digital data to enhance our marketing effectiveness. Here's how we utilize various technological tools and digital data:</p> <p>Social Media: We leverage popular social media platforms such as Facebook, Twitter, Instagram, and LinkedIn to reach and engage our target audience. We create compelling content, share updates about our services and promotions, and actively interact with our followers. Social media allows us to build brand awareness, establish a strong online presence, and foster meaningful connections with our customers.</p> <p>Data Analytics: We employ advanced data analytics techniques to analyze customer behavior, preferences, and trends. By mining and interpreting this data, we gain valuable insights into our target market, enabling us to optimize our marketing strategies. We identify patterns, preferences, and areas of improvement to tailor our campaigns and offerings for maximum effectiveness.</p> <p>Personalization: Through the use of customer data and advanced analytics, we personalize our marketing efforts to deliver relevant and targeted messages. We create segmented campaigns that resonate with specific customer groups, taking into account their demographics, preferences, and past interactions with our brand. Personalization enhances customer engagement and increases the likelihood of conversion.</p> <p>Website Optimization: We utilize website analytics and user tracking tools to monitor and optimize the performance of our website. By analyzing metrics such as page views, bounce rates, and conversion rates, we identify areas for improvement and enhance the user experience. We continuously refine our website content, design, and navigation to ensure an intuitive and engaging online presence.</p> <p>Search Engine Optimization (SEO): We employ SEO techniques to improve our website's visibility and organic search rankings. Through keyword research, content optimization, and link-building strategies, we aim to increase our website's visibility in search engine results. By ranking higher in relevant searches, we attract more qualified leads and enhance our marketing reach.</p> <p>Email Marketing and Automation: We utilize email marketing platforms and automation tools to deliver personalized and targeted email campaigns. By segmenting our email lists and tailoring the content based on customer preferences, we increase open rates, click-through rates, and conversions. Automation allows us to send timely and relevant emails based on specific triggers or customer actions, nurturing leads and maintaining customer engagement.</p> <p>Metadata and Usage Tracking: We gather metadata and track user behavior on our digital platforms to gain insights into customer interactions and preferences. By analyzing this data, we can understand how customers engage with our content, which channels drive the most conversions, and what content resonates the most. This information helps us optimize our marketing efforts and allocate resources effectively.</p> <p>Overall, our use of technology and digital data enables us to refine our marketing strategies, personalize customer experiences, and maximize the impact of our campaigns. We continuously leverage the latest tools and techniques to stay at the forefront of digital marketing and drive optimal results for our business and customers.</p>
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39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>The integration of a Sourcewell-awarded contract into ADROIT's sales process as described above demonstrates a strategic approach to leverage the benefits and opportunities provided by Sourcewell. ADROIT already has a high demand for Emergency contracts and piggybacking. The partnership with Sourcewell will make the process seamless to support new and existing clients. By following these steps, ADROIT can effectively promote the contract and maximize its potential for new clients. The integration plan covers various aspects, including awareness and education, sales enablement materials, collaborative engagement, targeted marketing campaigns, integration into the sales process, and ongoing communication and support. This comprehensive approach ensures that ADROIT's sales team is well-equipped to promote the contract, communicate its advantages, and provide a seamless experience to customers.</p> <p>By actively promoting the Sourcewell-awarded contract to the sales team through training sessions and workshops, ADROIT ensures that its representatives have a thorough understanding of the contract's specifics. Sales enablement materials tailored to the contract further support the sales team in effectively communicating the value proposition to potential and current customers. By collaborating with Sourcewell on marketing initiatives, such as joint webinars and industry events, ADROIT can increase the visibility and credibility of the contract.</p> <p>Targeted marketing campaigns enable ADROIT to reach the right audience and highlight the benefits of the contract, focusing on cost-effectiveness, timesaving, and compliance advantages. Integrating the contract's terms and pricing into sales proposals, presentations, and negotiations ensures a seamless experience for customers. Ongoing communication with Sourcewell allows ADROIT to stay informed and address customer inquiries promptly, providing dedicated support throughout the procurement process.</p> <p>Overall, this integration plan demonstrates ADROIT's commitment to leveraging the opportunities presented by the partnership with Sourcewell, promoting the contract effectively, and delivering a streamlined procurement experience for new clients.</p>	*
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not offer our services through an e-procurement system. Our focus is on tailoring our services/solutions to meet the client's business processes and objectives. As such, offering and "off the shelf" service through an online procurement system would limit our ability to communicate with and understand our clients needs to allow us to tailor our proposals to meet our clients specific needs.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As a provider of services to Sourcewell participating entities, we offer comprehensive training programs on our technology to ensure the effective use and operation of our technology products. These training programs are designed to meet the specific needs of the entities and enhance their knowledge and skills.	*
42	Describe any technological advances that your proposed products or services offer.	ADROIT mobile app, family app, & school portals. The entire logistics ecosystem is connected using proprietary Adroit technology. The drivers use the mobile app to confirm schedules, route details and provide real-time status updates. The family & school portals provide browser-based access to status, performance metrics, and the Adroit Report Card on service delivery experience. These tools allow the various stakeholders to communicate quickly and effortlessly.	*
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	ADROIT/Beacon believe deeply in the value of sustainability as it relates to the triple bottom line. We established a sustainability program in 2022. Our ESG is the systematic approach we take to managing our sustainability as a company. Some of our ESG priorities include: *Aggressively pursuing electric or alternative fuel vehicles over the next 10 years. *Managing the carbon footprint of our fleet and operations. *Measuring the impact of our waste and water use *Continue to provide outstanding high needs transportation to serve the public good. *Beacon Mobility incorporated 10 fully battery electric school buses and 25 hybrid vehicles into our fleet in 2022.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*

45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>We take great pride in integrating technology and logistics to serve our clients, families, and students. Our mission is to provide a comprehensive student transportation solution that caters to the diverse needs of every student. With our extensive fleet of vehicles in various sizes, we can accommodate transportation requirements effectively.</p> <p>At ADROIT, we believe in harnessing the power of cutting-edge technology. That's why we offer our clients access to top-of-the-line routing optimization software at no additional cost. This software ensures efficient and optimized routes, resulting in streamlined transportation operations for our clients.</p> <p>What sets ADROIT apart is our unique hybrid model for student transportation. We combine both service providers (employed drivers) and independent drivers (contracted drivers) to offer a flexible and reliable transportation solution. This hybrid model guarantees driver availability and consistency, which is crucial in bridging driver shortages. Additionally, it helps districts optimize their transportation budgets by lowering transportation costs.</p> <p>With ADROIT, clients can rely on our commitment to providing a seamless and efficient student transportation experience. We prioritize safety, reliability, and cost-effectiveness, ensuring that every student reaches their destination comfortably and on time.</p>
47	Describe how you ensure operational efficiency in your routing.	<p>To ensure operational efficiency in routing, ADROIT employs various strategies and utilizes advanced technology:</p> <p>Firstly, ADROIT has a dedicated routing team that periodically reviews routes for optimization. This specialized team is responsible for fine-tuning the routing process and maximizing operational efficiency.</p> <p>In addition, ADROIT has developed proprietary routing software, specifically designed by their engineers for transportation management. This software utilizes sophisticated algorithms to optimize routes based on various factors, such as distance, traffic conditions, time windows, vehicle capacity, and specific customer requirements. By leveraging this technology, ADROIT can generate efficient and optimized routes that minimize mileage, reduce travel time, and improve overall efficiency.</p> <p>Moreover, ADROIT analyzes route data to identify opportunities for consolidation and optimization. By grouping students with similar destinations or overlapping routes, they can reduce the number of vehicles needed and minimize empty or underutilized seats. This approach not only improves efficiency but also reduces fuel consumption and environmental impact.</p> <p>Additionally, ADROIT employs real-time monitoring systems to track their vehicles' progress and make necessary adjustments when unexpected events or changes occur. This allows them to adapt quickly to any disruptions, optimize routes on the go, and minimize delays or disruptions in service.</p> <p>By implementing these strategies and utilizing advanced technology, ADROIT ensures operational efficiency in its routing processes. This results in cost savings, improved productivity, reduced environmental impact, and ultimately, better transportation services for their clients, families, and students.</p>

<p>48</p>	<p>Describe how you maintain driver consistency for students.</p>	<p>Maintaining driver consistency for students is crucial to ensure a safe and reliable transportation experience. Here are some key strategies and practices that can be implemented to achieve driver consistency:</p> <p>Driver Training and Onboarding: Implement a comprehensive training and onboarding program for drivers. This program should cover not only driving skills but also customer service, student management, and safety protocols. By providing thorough training, drivers can consistently adhere to established standards and procedures.</p> <p>Standard Operating Procedures: Develop clear and concise standard operating procedures (SOPs) that outline the expected behaviors, responsibilities, and protocols for drivers. These SOPs should cover aspects such as arrival times, vehicle maintenance, student behavior management, and communication protocols. Regularly review and update the SOPs as needed.</p> <p>Ongoing Performance Evaluation: Conduct regular performance evaluations and assessments for drivers to ensure they are meeting the required standards. This can include driver observations, vehicle inspections, and feedback from students, parents, and school staff. Identify areas for improvement and provide training or support where necessary.</p> <p>Communication and Feedback Channels: Establish open lines of communication between drivers, supervisors, and relevant stakeholders. Encourage drivers to report any issues or concerns they encounter during their routes. Similarly, provide a platform for students, parents, and school staff to provide feedback on driver performance or any incidents. Act promptly on feedback and address any concerns or issues raised.</p> <p>GPS and Monitoring Systems: Utilize GPS tracking and monitoring systems to track driver routes, timings, and adherence to designated stops. These systems can provide real-time information on driver location and allow for proactive management of any deviations or delays. Regularly review the data from these systems to identify any patterns or areas for improvement.</p> <p>Driver Incentives and Recognition: Implement an incentive program that rewards drivers for their consistent performance and adherence to standards. Recognize drivers who consistently provide excellent service, exhibit professionalism, and maintain a high level of safety. This can help motivate drivers to maintain consistency and strive for continuous improvement.</p> <p>By implementing these strategies, transportation providers can promote driver consistency, ensuring a reliable and safe transportation experience for students. Regular training, effective communication, ongoing evaluation, and the use of technology can all contribute to maintaining high standards of driver performance and service quality.</p>
<p>49</p>	<p>Describe how you communicate with drivers during serviced trips.</p>	<p>Communication with drivers is facilitated through our driver app and proprietary software. Our robust messaging system allows us to send real-time messages and updates to drivers, ensuring seamless and efficient communication. In addition to app-based messaging, we also have the capability to directly call drivers when necessary. This multi-channel approach enables us to quickly relay important information, address any concerns or queries, and maintain effective communication with our drivers throughout their routes.</p>

50	Describe your business continuity and disaster recovery plan.	<p>ADROIT recognizes the importance of business continuity and disaster recovery to ensure uninterrupted service delivery and minimize potential disruptions. We have implemented a comprehensive plan that encompasses our VOIP call centers, communication through our app and proprietary software, multiple call center locations, and a distributed workforce.</p> <p>Here are the key elements of our business continuity and disaster recovery plan:</p> <p>Redundant Infrastructure: We have established a cloud-based infrastructure with mirroring servers in multiple time zones and locations. This redundancy ensures that even if one server or location experiences an issue, our services remain accessible and operational from other locations.</p> <p>Multiple Call Center Locations: ADROIT operates multiple call center locations, strategically distributed to enhance redundancy and minimize the impact of any localized disruptions. In the event of a disaster or service interruption in one location, our operations seamlessly shift to alternate centers to continue providing uninterrupted support.</p> <p>Cloud-Based Communication: Our communication systems, including VOIP call centers, app, and proprietary software, are hosted in the cloud. This cloud-based approach allows for flexible and scalable communication capabilities, enabling our teams to collaborate and serve clients from any location with internet access.</p> <p>Distributed Workforce: ADROIT has a geographically diverse workforce, with teams working remotely from different states. This distributed workforce model adds an additional layer of resilience to our operations. In the event of a localized incident or widespread disruption, our teams can seamlessly transition to remote work and continue delivering services without interruption.</p> <p>Robust Data Backup and Recovery: We have implemented robust data backup mechanisms to ensure the integrity and availability of critical information. Our backup systems are designed to capture real-time data updates and store them securely, allowing for efficient data recovery in the event of any system failure or data loss.</p> <p>Disaster Recovery Testing: ADROIT regularly conducts disaster recovery testing to validate the effectiveness of our plan and identify areas for improvement. These tests involve simulating various disaster scenarios and assessing our ability to recover systems and operations within predefined recovery time objectives.</p> <p>24/7 Monitoring and Support: We maintain a dedicated team responsible for monitoring our systems and infrastructure round the clock. This team promptly responds to any issues or alerts, ensuring timely resolution and minimizing potential service disruptions.</p> <p>By implementing these measures, ADROIT ensures that our communication channels, software platforms, and support services remain available and functional during unexpected events or disasters. We are committed to maintaining the highest level of service continuity and swiftly recovering from any disruptions, enabling us to continue meeting our clients' needs and providing exceptional support regardless of the circumstances.</p>
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Table 9: Performance Standards or Guarantees

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

Line Item	Question	Response *
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51	Describe any performance standards or guarantees that apply to your services	<p>ADROIT maintains high performance standards and guarantees to ensure the quality and reliability of its services. While specific guarantees may vary depending on the contractual agreements and service level agreements (SLAs) with individual clients, here are some common performance standards and guarantees that ADROIT may offer:</p> <p>On-time Performance: ADROIT strives to provide reliable and punctual transportation services. They aim to ensure that drivers arrive on time for scheduled pickups and drop-offs, minimizing any disruptions to the students' daily routines.</p> <p>Service Availability: ADROIT commits to providing transportation services as per the agreed-upon schedule and scope. This includes ensuring an adequate number of vehicles and drivers are available to meet the transportation needs of the clients.</p> <p>Safety and Security: ADROIT places a strong emphasis on the safety and security of the students they transport. They have stringent safety protocols in place, such as driver background checks, driver training programs, vehicle maintenance standards, and adherence to all applicable transportation regulations.</p> <p>Customer Satisfaction: ADROIT aims to deliver a high level of customer satisfaction by addressing client concerns promptly and efficiently. They may have mechanisms in place for clients to provide feedback, and they use this feedback to continuously improve their services.</p> <p>Communication and Transparency: ADROIT believes in maintaining open lines of communication with clients. They strive to provide transparent information regarding service updates, changes, and any unforeseen circumstances that may impact service delivery.</p> <p>It's important to note that the specific performance standards and guarantees may vary depending on the contractual agreements and service level requirements established between ADROIT and its clients. It is recommended to review the terms and conditions of the service agreement or consult directly with ADROIT for detailed information on their performance standards and guarantees specific to your situation.</p>
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52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>ADROIT has established service standards and guarantees to ensure the quality and reliability of their transportation services. While the specific standards and guarantees may vary based on the contractual agreements and service level agreements (SLAs) with individual clients, here are some common elements that ADROIT may include:</p> <p>On-time Performance: ADROIT sets specific metrics and key performance indicators (KPIs) related to on-time performance. This may include targets for driver arrival times, adherence to scheduled routes, and timely pickups and drop-offs. ADROIT aims to meet or exceed these performance metrics consistently.</p> <p>Vehicle Maintenance: ADROIT maintains a rigorous vehicle maintenance program to ensure that their fleet is in optimal condition. This includes regular inspections, servicing, and repairs to minimize the risk of breakdowns or mechanical issues that could disrupt service delivery.</p> <p>Driver Professionalism and Training: ADROIT places a strong emphasis on driver professionalism and training. They have specific standards for driver behavior, appearance, and customer interaction. Training programs are designed to enhance driver skills, including safe driving practices, student management, and customer service.</p> <p>Safety and Compliance: ADROIT adheres to strict safety and compliance standards. They follow all applicable regulations and guidelines related to student transportation, ensuring that drivers are properly licensed, vehicles are equipped with necessary safety features, and all safety protocols are followed.</p> <p>Communication and Responsiveness: ADROIT prioritizes effective communication and responsiveness to client needs. They strive to provide timely and accurate updates, promptly address any concerns or issues raised by clients, and maintain open lines of communication throughout the service delivery process.</p> <p>Service Quality and Customer Satisfaction: ADROIT is committed to delivering a high-quality service that meets or exceeds client expectations. They may have specific quality assurance processes in place, such as regular client feedback surveys, performance reviews, and continuous improvement initiatives to enhance service quality.</p> <p>It's important to note that the specific service standards and guarantees may vary depending on the contractual agreements and SLAs established between ADROIT and its clients. For detailed information on the specific service standards, policies, metrics, and KPIs applicable to your situation, it is recommended to review the terms and conditions of the service agreement or consult directly with ADROIT.</p>
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53	Describe your screening process for your drivers.	<p>Prior to providing services, all vehicle operators working with ADROIT must meet certain qualifications and go through a through a screening process. The driver qualifications and screening process are summarized as follows:</p> <p>Initial Review:</p> <ul style="list-style-type: none"> • Drivers must be 21 years of age or older unless otherwise specified by contract. • Drivers must possess a valid driver's license in the state or province of residency. • Drivers must provide an updated photo for driver identification. • Drivers must have at least three years of licensed driving experience. <p>Background and Motor Vehicle Record Checks:</p> <ul style="list-style-type: none"> • ADROIT works with a third-party vendor, Checkr & Trustline, to conduct pre-service and ongoing checks for all drivers. • The Employment Standards team reviews the results to ensure compliance with federal, state, and local laws. • Motor Vehicle Records (MVRs) are examined to check for any pattern of unsafe driving behaviors, including a history of moving violations or minor accidents. • The applicant's entire conviction history is evaluated, considering DUI/DWI convictions, which may disqualify applicants from employment. <p>Drug and Alcohol Testing:</p> <ul style="list-style-type: none"> • Drivers undergo a pre-service drug screen. • They are also entered into a quarterly random drug testing pool and may be tested upon reasonable suspicion or after accidents. • Drivers with a positive drug test result or refusal to take a drug/alcohol test will be disqualified. <p>State, Local, and Client Required Checks:</p> <ul style="list-style-type: none"> • ADROIT ensures that all transportation providers and their drivers have met all ADROIT, state, local, and school district requirements before transporting students. • Compliance with state, local, and client-specific regulations and standards is verified. <p>After fulfilling the above requirements, drivers must also complete required vehicle inspections, adhere to the school district or local requirements such as physical exams or TB tests, and undergo industry-leading ADROIT driver training. This training is specifically designed for drivers providing student transportation in smaller capacity vehicles.</p> <p>By implementing these rigorous screening and qualification processes, ADROIT aims to prioritize the safety and well-being of students during their transportation to and from school.</p>
54	Describe the elements of your employment process, to include information such as your verification process to identify whether an individual has been convicted of any crime, including sex related, child abuse, or domestic violence related offenses, before an offer of employment is made.	<p>When it comes to the safety of your students, it's imperative that you feel confident in those you entrust with their care. With ADROIT as your student transportation provider of choice, you can rest assured that the safety of your students is our main priority. When a student is riding with ADROIT, they should feel safe and secure. When a parent waves goodbye to their child, they should feel confident that their most precious cargo will arrive at school safe and ready to learn. When a teacher or principal meets our vehicles at the end of each school day, there should be no doubt that their students will have a safe journey back home. It is our utmost goal that everyone – students, parents, and district staff – feel comfortable and confident that we will provide the best start and finish to each student's school day.</p> <p>ADROIT partners with qualified, local transportation companies utilizing a fleet of drivers and vehicles – a mix of sedans, SUVs, minivans, and wheelchair vans – that meet all ADROIT and school district standards. Before transporting any students, companies and their drivers must upload compliance documentation and complete ADROIT student transportation training. ADROIT confidently confirms that all transportation providers, drivers, and vehicles meet or exceed all ADROIT, state, local, and school district transportation requirements before transporting students.</p> <p>ADROIT's industry-first digital driver ID allows parents and school staff to see real-time verification of the driver's eligibility to service their student. The digital driver ID provides up-to-the-minute validation that the driver has been fully vetted and assigned to the specific student and trip. Parents/caretakers and staff can ask to view this digital ID before loading their students.</p> <p>All contracted drivers and vehicles will also carry easy-to-identify badges and vehicle stickers, allowing staff and parents to quickly identify the vehicle and driver. The ADROIT vehicle sticker will be visible on the passenger side windshield, and drivers will have badges that will be easy to spot from a distance for staff and parents.</p>
55	Has your company ever had an incident involving a driver which resulted in an allegation of sexual abuse? If so, was a claim made against your company and how was it resolved?	To the best of ADROIT's knowledge, there has never been.

56	Describe your pre-hire employment-related reference check process.	<p>When conducting reference checks, ADROIT may reach out to the provided references, which can include former employers, supervisors, or co-workers. These references are typically contacted to gather information about the applicant's knowledge, skills, abilities, work ethic, and overall character. The purpose of these reference checks is to obtain insights into the applicant's past work performance and to assess their suitability for the position.</p> <p>It's important to note that the specific methods and extent of reference checks may vary based on ADROIT's policies and procedures. The process may involve contacting references via phone, email, or through reference check forms. The information obtained from these references helps ADROIT make informed decisions during the hiring process.</p>	*
57	Describe your initial and ongoing drug and alcohol testing programs required for your drivers.	<p>Drug and Alcohol Testing:</p> <ul style="list-style-type: none"> • Drivers undergo a pre-service drug screen. • They are also entered into a quarterly random drug testing pool and may be tested upon reasonable suspicion or after accidents. • Drivers with a positive drug test result or refusal to take a drug/alcohol test will be disqualified. 	
58	Describe your ability to keep the agency, faculty, and guardians of students up to date on serviced trips during all hours of operation.	<p>The entire logistics ecosystem is connected using proprietary Adroit technology. The drivers use the mobile app to confirm schedules, route details and provide real-time status updates. The family & school portals provide browser-based access to status, performance metrics, and the Adroit Report Card on service delivery experience. These tools allow the various stakeholders to communicate quickly and effortlessly.</p>	*
59	Identify what authorities your transportation services are regulated by such as Public Utilities Commission(s) (PUCs), Department of Education (DOE), Department of Motor Vehicles (DMV), or Other (describe).	<p>ADROIT abides by all federal, state, and local student transportation regulations. In addition to these regulations, ADROIT also complies with any district specific requirements. Verification can be provided upon request as these regulations vary by state and region. ADROIT transportation services are regulated by the Department of Education.</p>	*
60	Describe how your drivers are licensed in accordance with all applicable Federal and state laws, policies, and regulations.	<p>As outlined above, part of ADROIT's safety measures, contracted transportation partners must undergo initial background and motor vehicle record (MVR) checks. Additionally, they are enrolled in a continuous monitoring program that regularly conducts background and MVR checks at both the federal and state levels. This ongoing monitoring ensures that the safety of the students in ADROIT's care remains a top priority.</p> <p>Once a driver successfully completes the onboarding process and passes the necessary checks, they are issued a digital ID. This digital ID serves as confirmation that the driver is eligible to provide transportation services on a daily basis.</p> <p>In addition to the digital ID, each driver is also provided with a physical lanyard and a sticker for their windshield. These visual identifiers help easily distinguish them as transportation partners of ADROIT, further reinforcing their eligibility and affiliation with ADROIT.</p>	

61	<p>Describe your ability to provide appropriate and compliant vehicles, equipment, and trained drivers to meet the needs of each specific trip. This includes wheelchair accessible vehicles, proper mobility devices and equipment, car seats, booster seats, and drivers trained to handle everything from behavioral challenges to special equipment needs.</p>	<p>At ADROIT, we are committed to providing appropriate and compliant vehicles, equipment, and trained drivers to meet the unique needs of each specific trip. We understand that different passengers may have varying requirements, and we strive to ensure their safety, comfort, and accessibility throughout their transportation experience. Here's how we address specific needs:</p> <p>Wheelchair Accessible Vehicles: Our driver's wheelchair accessible vehicles are equipped with lifts or ramps to accommodate passengers with mobility challenges. These vehicles are designed to meet ADA (Americans with Disabilities Act) standards and provide a secure and comfortable environment for wheelchair users.</p> <p>Mobility Devices and Equipment: Our vehicles are equipped with securement systems to properly secure mobility devices such as wheelchairs and scooters during transit. Our drivers are trained in the proper handling and securement techniques to ensure the safety of passengers and their equipment.</p> <p>Car Seats and Booster Seats: For students who require car seats or booster seats, we provide appropriate child restraint systems in accordance with state and local regulations.</p> <p>Specialized Equipment Handling: We understand that some passengers may have specific equipment needs, such as medical devices or assistive technology. Our drivers are trained to handle and accommodate these requirements, ensuring the proper handling, storage, and transportation of specialized equipment throughout the trip.</p> <p>Behavioral Challenges: Our drivers undergo comprehensive training to handle a range of situations, including behavioral challenges. They are equipped with strategies to maintain a safe and calm environment during transportation, ensuring the well-being of all passengers on board.</p> <p>Driver Training: Our rigorous driver training program includes safety protocols, passenger assistance techniques, and sensitivity training to cater to diverse passenger needs. Our drivers are trained in defensive driving, customer service, and emergency procedures to handle any unforeseen circumstances professionally and responsibly.</p> <p>Compliance and Regulations: We strictly adhere to all applicable federal, state, and local regulations governing passenger transportation, accessibility, and safety. This includes compliance with ADA requirements, licensing standards, vehicle inspections, and driver background checks.</p> <p>By prioritizing appropriate vehicles, specialized equipment, and well-trained drivers, we strive to meet the unique needs of each passenger and ensure their transportation experience is safe, comfortable, and tailored to their requirements. We continuously monitor and update our training programs and equipment standards to maintain the highest level of service and compliance.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	<p>In our master contract with ADROIT, the preferred methods of payment are checks, wire transfers, and ACH (Automated Clearing House) transactions. These methods are typically more cost-effective for both parties involved. However, ADROIT is willing to accept credit card payments or other payment types if the client is willing to cover the associated fees.</p> <p>This arrangement allows flexibility for clients who prefer alternative payment methods but acknowledges that credit card transactions or other payment types may incur additional processing fees. By agreeing to offset these fees, the client can use their preferred payment method while covering the additional costs involved.</p> <p>It's important to note that the specific payment terms, accepted methods, and fee arrangements may be outlined in the payment section of the master contract. It is recommended to review the contract or consult with ADROIT directly to obtain accurate and up-to-date information regarding payment options and fee arrangements for your specific contract.</p>
63	Describe any leasing or financing options available for use by educational or governmental entities.	N/A everything is under 30 days sales cycle.
64	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Please see attached Master Service Agreement
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	ADROIT is willing to accept credit card payments or other payment types if the client is willing to cover the associated fees.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see Pricing document uploaded
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	5%-10%
68	Identify your minimum trip fee and the number of miles it includes.	\$76.50, includes the first 10 miles
69	Describe any quantity or volume discounts or rebate programs that you offer.	Please refer to question 67
70	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Navigating the realm of challenging rides can prove to be quite a demanding task. Alternatively, we can adopt a pricing strategy that dynamically adjusts our product's rates in accordance with the minimum wage and cost of living specific to each state and market. By considering these factors, we aim to ensure that our pricing remains fair and reflective of the economic realities in different regions.

71	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>In the challenging landscape of ridesharing, finding the right approach can be demanding. However, ADROIT offers an innovative solution through a dynamic pricing strategy that adjusts rates based on the minimum wage and cost of living in each state and market. This strategy aims to ensure fairness and reflect the economic realities specific to different regions.</p> <p>By considering factors such as minimum wage and cost of living, ADROIT strives to provide pricing that is in line with the local economic conditions. This approach not only promotes fairness but also ensures that customers receive reasonable pricing for the services rendered.</p> <p>Moreover, ADROIT goes above and beyond by providing additional value to its clients. As part of its commitment to delivering a comprehensive solution, ADROIT offers a full stack technology package at no cost. This technology is readily available to Sourcewell and its members, ensuring access to state-of-the-art tools and resources.</p> <p>By adopting a dynamic pricing strategy that considers minimum wage and cost of living, and providing a full stack technology package free of charge, ADROIT aims to offer a fair and valuable service to its customers. This approach demonstrates a commitment to meeting the economic realities of different regions and supporting the success of Sourcewell and its members.</p>	*
72	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
73	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*

74	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Options we can offer additional to the ride include: Additional Services and Fees These services are only incurred per The Client's request to provide such service. They can include but are not limited to:</p> <ul style="list-style-type: none"> • Additional Miles Fee A per-mile fee is 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 is 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 the attendant is on board 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 is 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 is charged if the student(s) express extreme behavior or riding 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 ride. e.g., Students with aggressive behavior, who launch bodily fluids, or who live in remote area locations or have other difficulties.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
76	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	If awarded this contract we will build and implement a admin fee tracker in our proprietary system to be able to track, print, and remit the proper fee. By incorporating an administrative fee tracker into our proprietary system, we can streamline the tracking and remittance process, reduce manual errors, and ensure compliance with the contractual obligations outlined in our agreement with Sourcewell.

77	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>If ADROIT is awarded a contract, there are several internal metrics that can be tracked to measure the success of the contract. Here are a few examples:</p> <p>Contract Performance Metrics: These metrics focus on assessing how well ADROIT is meeting the contractual obligations and performance standards set forth in the agreement. Examples include:</p> <p>Service level agreement (SLA) compliance: Tracking and measuring the extent to which ADROIT meets or exceeds the SLAs defined in the contract.</p> <p>Key performance indicators (KPIs): Establishing specific KPIs related to the contract objectives, such as response time, customer satisfaction, productivity, or cost savings.</p> <p>Deliverable milestones: Monitoring the timely completion and delivery of project milestones or specific deliverables outlined in the contract.</p> <p>Financial Metrics: These metrics assess the financial impact and profitability of the contract. Examples include:</p> <p>Revenue and profitability: Tracking the revenue generated from the contract and assessing profitability by comparing it to associated costs.</p> <p>Cost control: Monitoring and analyzing expenses related to the contract, including labor costs, materials, or other resources, to ensure they are within budgetary limits.</p> <p>Return on investment (ROI): Calculating the ROI to evaluate the financial benefits gained from the contract in relation to the resources invested.</p> <p>Customer Satisfaction Metrics: These metrics focus on measuring customer satisfaction and the quality of service provided. Examples include:</p> <p>Customer surveys: Conducting periodic surveys to gather feedback from customers regarding their satisfaction levels, perceived value, and overall experience with ADROIT's services.</p> <p>Net Promoter Score (NPS): Assessing the likelihood of customers recommending ADROIT based on their experience with the contract.</p> <p>Customer retention rate: Monitoring the percentage of customers who continue to engage ADROIT's services after the contract's initial term.</p> <p>Project Management Metrics: These metrics evaluate the efficiency and effectiveness of project management processes related to the contract. Examples include:</p> <p>Time and cost variance: Tracking the deviation between planned and actual project timelines and costs to assess project management effectiveness.</p> <p>Risk management: Monitoring the identification, assessment, and mitigation of risks associated with the contract to ensure proactive risk management practices are in place.</p> <p>Change management: Assessing the ability to handle and incorporate changes requested by the client while managing the impact on project scope, budget, and timeline.</p>
78	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)</p>	<p>ADROIT is proposing a 2% administrative fee payable to Sourcewell. From the RFP it states payments will be made quarterly, which we agree is reasonable. In terms of reporting revenues generated under Sourcewell Agreement, we would prefer to report them monthly but will work with Sourcewell to determine the preferred reporting frequency.</p>

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

Line Item	Question	Response *
79	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>Base Service Fee (Ride Fee) The fee charged for a ride is a one-way transportation event with a student and/or attendant onboard. Examples include:</p>

- 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 and/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.

Wheelchair Accessible Service

Our special service for transporting students who require a wheelchair vehicle. This is a per-student/per-ride service. All are subject to the student's 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 are not limited to:

- Additional Miles Fee

A per-mile fee is 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 is 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 the attendant is on board 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 is 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 is charged if the student(s) express extreme behavior or riding 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 ride.

e.g., Students with aggressive behavior, who launch bodily fluids, or who live in remote area locations or have 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 on 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 investigated. A 3% monthly late fee will be assessed, charged, and added to the following invoice if the invoice is not paid within 30 days of the invoice receipt. ADROIT may request to invoice the Client weekly should the Client agree.

Mileage Charges

Mileage charges are based on driving distance calculations from a third-party provider (e.g., Google Maps, MapQuest, and 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 only be 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

When the average fuel price exceeds 20% per gallon compared to the average annual price of the previous year (12 months prior) at the time of signing the contract, the mileage rate will be increased. The increase will be determined by calculating the percentage of the amount by which the fuel price exceeds 20%, and adding it to the base mileage rate. For example, if the average fuel price, as indicated by the fuel price index, increases by 25%, the per-mile fee will increase by 5%. This increase will be calculated as follows: Assuming gas prices increase by 25% and the per-mile fee is \$2.5, the increase will be 5% of \$2.5, resulting in an additional \$0.125 or 12.5 cents per mile.

These surcharges will also apply to the miles included in the ride base price. The fuel price index to be used can be found under the category of "[Your Specific State or Region] U.S. Average Fuel Prices" and should be calculated based on the data provided on the following website:

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm
equivalent source.

The above applies to both Standard Rides and Multi-Client Rides except for how multi-Client Ride costs are calculated and prorated.

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 consists 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, is possible.

Client Dashboard: Enables the Client to enter all student and school data, monitor all service transactions concerning their account, cancel rides when needed, communicate

with ADROIT's administrators, 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 every ride.

More information is 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 student's 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 always available.

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 the 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, and 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 students are 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.

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, and 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 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.

80 Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Within the realm of alternative student transportation, there are subcategories of solutions that encompass ADROIT and Beacon services. These subcategories best describe our products and services, which include:

- Ride-Sharing for Students Carpooling Solutions for Schools
- Small vehicle fleet
- Microtransit and Flexible Routing
- School Bus Pooling and Sharing Platforms
- School Bus Safety Systems: real-time monitoring of key parameters such as location, speed, and door operations, ensuring a safe and secure journey for students.
- Sustainable and Eco-Friendly Transportation Solutions
- Electric Vehicle (EV) Transportation Services
- Mobile Apps for Student Transportation Coordination
- Neighborhood-Based Transportation Networks
- Student Transportation Coordination and Logistics Services
- Safety and Security Solutions for Alternative Student Transportation
- Accessibility and Inclusivity Solutions for Students with Special Needs

These subcategories encompass various alternative student transportation solutions that offer flexibility, efficiency, sustainability, and improved accessibility. The selection of subcategories should align with the specific products and services provided by our organization within the alternative student transportation sector.

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

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

Line Item	Category or Type	Offered *	Comments
81	McKinney Vento	<input checked="" type="radio"/> Yes <input type="radio"/> No	
82	Special needs	<input checked="" type="radio"/> Yes <input type="radio"/> No	
83	Out-of-district	<input checked="" type="radio"/> Yes <input type="radio"/> No	
84	Trips requiring out-of-district coordination	<input checked="" type="radio"/> Yes <input type="radio"/> No	
85	Trips for offsite career readiness programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	
86	Other types of trips which are difficult to service (If yes, describe fully in the comments field).	<input checked="" type="radio"/> Yes <input type="radio"/> No	A recurring fee is charged if the student(s) express extreme behavior or riding 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 ride. e.g., Students with aggressive behavior, who launch bodily fluids, or who live in remote area locations or have other difficulties.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 87. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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

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

- [Pricing](#) - PRICING FINAL - Sourcewell.pdf - Wednesday June 21, 2023 10:30:42
- [Financial Strength and Stability](#) - Beacon Mobility FY22.pdf - Wednesday June 21, 2023 10:39:54
- [Marketing Plan/Samples](#) - ADROIT Whiteboard.mp4 - Monday June 26, 2023 17:15:44
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Transportation Service Agreement (2023-2024).pdf - Monday June 26, 2023 17:34:55
- [Standard Transaction Document Samples](#) - 2023_05_May_Invoice_SAMPLE.pdf - Wednesday June 21, 2023 11:18:30
- [Upload Additional Document](#) - Commercial.mp4 - Monday June 26, 2023 17:13:46
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Emran Saidan, SVP, Alternative Student Transportation, ADROIT Advanced Technologies, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Alternative_Student_Transportation_RFP_062723 Thu June 15 2023 01:34 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Alternative_Student_Transportation_RFP_062723 Tue June 6 2023 01:07 PM	<input checked="" type="checkbox"/>	3
Addendum_4_Alternative_Student_Transportation_RFP_062723 Mon June 5 2023 11:39 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Alternative_Student_Transportation_RFP_062723 Thu June 1 2023 04:22 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Alternative_Student_Transportation_RFP_062723 Thu May 11 2023 05:14 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Alternative_Student_Transportation_RFP_062723 Tue May 9 2023 04:21 PM	<input checked="" type="checkbox"/>	1