

(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR058744

Contract Number: C031195

Vendor Number: V0657549

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of February, 2023, by and between **Accounting Equipment Corp d/b/a AE Business Solutions** (“Contractor”) and Milwaukee Board of School Directors (“MPS”). This Contract is the result of an open competitive procurement, specifically Request for Proposal (RFP) 1092.

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Contractor shall provide technical support activities as requested by MPS and in accordance with the Scope of Services of RFP 1092, including, but not limited to the following:

Group A: IT Service Technician (ITST) to assist the Division of Technology in maintaining and supporting the District’s computers and other technology.

Group B: Network Support to assist the Division of Technology in its WAN/LAN network infrastructure needs.

Group C: Cyber Security Services to assist the Division of Technology in its network and application security needs.

Group A:

- A. Contractor shall provide MPS a stable workforce of ITSTs:
 - i. MPS prefers that services be delivered by the same ITSTs for the duration of the contract, but also desires that the Vendor have sufficient backup resources to assign qualified replacement ITSTs during those periods where the usual ITSTs may be unavailable. ITSTs are required to wear District-issued badges while in school buildings at all times.
 - ii. To facilitate effective problem solving, the ITSTs are expected to keep office hours on site, 40 hours per week, or for such time periods as may be determined by MPS, with overtime by mutual consent. Unapproved overtime will not be paid. On-site hours will be subject to agreement and may be changed from time to time by mutual consent.
- B. Contractor must have a proven track record of providing IT Support Services supporting large enterprise networks. Experience in large complex organizations is essential. Experience in a K-12 system is a plus. Knowledge of the MPS technical environment is desirable.
- C. Each ITST proposed by contractor:
 - i. Shall have a comprehensive understanding of Microsoft Windows-based desktop and laptop computers (Windows 10 and Windows 11) and Chromebooks to successfully provide support for school-based computer hardware and related peripherals.
 - ii. Must be certified in CompTIA A+ Hardware. Microsoft Certified Professionals and Microsoft Certified Desktop Support Technician are preferred. Equivalent combinations of education and experience will be considered.
 - iii. Must have the ability to provide support, troubleshooting and problem resolution of, but not limited to, the following representative items:
 - 1) Desktop operating systems (Windows 10 and Windows 11);
 - 2) Office productivity software (Office 365, MS Office 2019);
 - 3) Chromebooks;
 - 4) Google Apps (Docs, Sheets, Slides);
 - 5) Disk drives;
 - 6) Monitors;
 - 7) SMART Boards/Interactive Flat Panel;
 - 8) DVD/CD ROMS;
 - 9) Printers;
 - 10) Tablets;
 - 11) Scanners;
 - 12) LCD projectors;
 - 13) Network connectivity issues; and
 - 14) Wireless devices including wireless access points and wireless network interface cards.
 - iv. Must be able to understand and execute MPS-provided training on technology-related procedures and processes, some of which concern warranty and non-warranty/parts repair for specific hardware.
 - v. Must be able to provide answers and solutions to complex user questions concerning:
 - 1) Windows Desktop configurations, networking, and printing.

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- 2) The usage of all standard desktop software, including operating system, utility, security, web browsing, email, antivirus, office productivity software and imaging.
 - 3) Chromebooks configurations and networking.
 - 4) For Chromebooks, the usage of standard applications including operating system, utility, security, web browsing, email, productivity software and updating.
- vi. Must be able to provide service on the District's large installation of Hewlett Packard and Lenovo desktops/laptops and Acer Chromebooks. Award and implementation of future computer purchases may result in additional computer brands/models and, therefore, vendor must also be able to provide service on other models.
 - vii. Must be able to create and deploy images.
 - viii. Shall be able to respond promptly to service requests delivered either via the Cherwell ticketing system, telephone, or email from an authorized MPS representative within the school or Department of Technology.
 - ix. Must be able to meet the following conditions:
 - 1) Report to, and work under, the direction of the Department of Technology supervision.
 - 2) Work independently within the local school.
 - 3) Maintain District standards and keep the Administration apprised of all technology issues.
 - x. Must possess superior communication skills to instruct and to assist in a customer service environment.
 - xi. Must be able to pass MPS's criminal information background checks.
- D. Contractor's personnel for Group A must:
- i. possess a valid driver's license recognized by the State of Wisconsin; and
 - ii. be certified in CompTIA A+ Hardware.

Group B:

- A. Contractor shall provide MPS a stable workforce for Network Support. MPS prefers that services be delivered by the same personnel for the duration of the contract but also desires that the Contractor have sufficient backup resources to provide qualified replacements. Personnel are required to wear District-issued badges while in school buildings at all times.
- B. Contractor must have a proven track record of providing personnel for Network Support Services supporting large enterprise networks. Experience in large complex organizations is essential. Experience in a K-12 system is a plus. Knowledge of the MPS technical environment is desirable.
- C. Contractor shall have the ability to provide MPS with detailed invoices for services rendered.
- D. The Contractor's proposed Network Support personnel shall meet the following qualifications:
 - i. Certified as a Cisco Certified Network Associate, (See § 2.2), with preferred certification as either Cisco Certified Internetwork Expert or Cisco Certified Network Professional.
 - ii. Perform general maintenance/configuration/installation of Cisco equipment (see Table A below), which is subject to change during the contract period.
 - iii. Receive and respond to requests for second level support from the MPS Technology Support Center.
 - iv. Perform maintenance as required on Cisco Routers, switches and gateways.
 - v. Install and maintain Cisco Wireless Access Points.
 - vi. Perform configuration and IOS updates/changes.
 - vii. Perform warranty equipment replacement.
 - viii. Act as MPS liaison with Cisco TAC Engineers.
 - ix. Perform Capacity Planning and Traffic management.
 - x. Document problems, procedures, and activities associated with providing proven resolutions.
 - xi. Undertake special projects addressing network support issues, procedures and documentation.

Table A
Cisco Equipment

All systems Cisco except where noted

Routers: ASR901, ASR921, ASR1001, ASR1002, ASR1006,

Switches: 2960X, 2960L, 3400, 3560CG, 3560CX, 3850, 9300, 9606, Nexus 2000 Series, Nexus 5000 Series, Nexus 6000 Series, Nexus 9000 Series

Midspan POE: Altronix Netway

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Voice: Mitel MiVoice Business 3300, Mitel MiCollab, Mitel MiCollab Advanced Messaging, Mitel MiVoice Border Gateway, Grandstream ATA

ASA Series: 5545, 5585

Wireless: Prime Infrastructure, 8510 Controller, 8540 Controller, 2702 Access Point, 2802 Access Point, 9130 Access Point, 1536D Access Point/Bridge, Ubiquiti Bridges.

UPS: Ferrups 7KVA, Vertiv GXT4, Vertiv GXT5

Video: TS7010, TTC7-25 (Room Kit Plus), TTC7-23 (Room Kit), Telepresence MX700, Telepresence MX300, DX80

- xii. Must be able to pass MPS's criminal information background checks. (See Section 7 of the MPS Professional Services Contract [§ 7.5 of the RFP]. A criminal information background check is required for anybody providing services under a resulting contract.)
 - xiii. Must be able to pass MPS's criminal information background checks.
- E. Contractor's personnel for Group B must:
- iii. possess a valid driver's license recognized by the State of Wisconsin; and
 - iv. maintain an active Cisco Certified Network Associate (CCNA) certification.

Group C:

- A. Contractor shall provide MPS a stable workforce for Cyber Security Support services. MPS prefers that services be delivered by the same personnel for the duration of the contract but also desires that the Contractor have sufficient backup resources to provide qualified replacements. Personnel are required to wear District-issued badges while in school buildings at all times.
- B. Contractor must have a proven track record of providing personnel for Cyber Security Support services supporting large enterprise networks. Experience in large complex organizations is essential. Experience in a K-12 system is a plus. Knowledge of the MPS technical environment is desirable.
- C. Contractor shall have the ability to provide MPS with detailed invoices for services rendered.
- D. The Contractor's proposed Cyber Security Support personnel shall meet the following qualifications:
 - i. Researches, develops, and oversees state-of-the-art security programs and processes that support and enforce District security policies and procedures
 - ii. Develops and deploys relevant monthly phishing and security awareness campaigns.
 - iii. Supports a culture of organizational security by working closely with District IT staff to research and implement best practices.
 - iv. Investigates, troubleshoots, and responds to all security-related incidents.
 - v. Develops and implements security measures to safeguard files and data against accidental or unauthorized modification, destruction or disclosure.
 - vi. Informs management about security issues and presents recommendations for improved security programs.
 - vii. Deploys, manages and maintains security systems and their corresponding or associated software including firewalls and anti-virus software.
 - viii. Supports all operation aspects of the firewall to include regular monitoring, system upgrades, event/incident management and triage, VPN account management, and monitoring of security system logs.
 - ix. Develops and enforces standards for Security Risk and Exception Assessments and/or Penetration testing.
 - x. Coordinates implementation of vendor-issued security patches for network, server and software applications.
 - xi. Performs daily system monitoring, verifies the integrity and availability of all hardware, systems and key processes, reviews system and application logs, and verifies completion of scheduled jobs such as backups.
 - xii. Must be able to pass MPS's criminal information background checks. (See Section 7 of the MPS Professional Services Contract [§ 7.5 of the RFP]. A criminal information background check is required for anybody providing services under a resulting contract.)
 - xiii. Must be able to pass MPS's criminal information background checks.

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- E. Contractor’s personnel for Group C must have at least one of the following industry recognized certifications:
 - v. CISSP, CISA, or CISM.
 - vi. Other certifications may be considered.

RFP 1092 (including all exhibits and addenda) and Contractor’s Response to RFP 1092, are incorporated herein by reference. All minimum contractor qualifications of the RFP are material terms of this Contract with which Contractor must comply.

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

2. TERM

This Contract shall be in effect from February 1, 2023 through January 31, 2026. Contract will be monitored for ongoing compliance with all contract and RFP requirements, with particular attention to the following:

Group A – IT Support Services

Performance Metrics

- Provision of personnel within a timely manner for both long-term and short-term assignments.
- Ability of personnel provided to meet MPS’s needs.
- Invoicing and billing, including but not limited to, accuracy, timeliness, and following process.
- Customer Service quality, including but not limited to, responsiveness to any contact from MPS within 48 hours.

Group B – Network Support

Performance Metrics

- Provision of personnel within a timely manner for both long-term and short-term assignments.
- Ability of personnel provided to meet MPS’s needs.
- Invoicing and billing, including but not limited to, accuracy, timeliness, and following process, including detailed itemization by task
- Customer Service quality, including but not limited to, responsiveness to any contact from MPS within 24 hours.

Group C – Cyber Security Administration

Performance Metrics

- Provision of personnel within a timely manner for both long-term and short-term assignments.
- Ability of personnel provided to meet MPS’s needs.
- Invoicing and billing, including but not limited to, accuracy, timeliness, and following process, including detailed itemization by task
- Customer Service quality, including but not limited to, responsiveness to any contact from MPS within 24 hours.

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

3. COMPENSATION

Total compensation under this Contract shall not exceed \$1,350,000.00, payable at rates quoted by Contractor in RFP Bid tables: BT-23MP-Cost Proposal Worksheet-Group A, BT-12FY-Cost Proposal Worksheet Group B, and BT-14DX-Cost Proposal Worksheet Group C, as follows:

Group A:

Deliverable	Year 1 Hourly Rate Per Individual	Year 2 Hourly Rate Per Individual	Year 3 Hourly Rate Per Individual
Regular Work Week Hours	\$ 38.00	\$ 38.00	\$ 38.00

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Overtime Hours (Mon-Sat)	\$ 57.00	\$ 57.00	\$ 57.00
Overtime Hours (Sunday)	\$ 57.00	\$ 57.00	\$ 57.00
Overtime Hours (Federal Holiday)	\$ 76.00	\$ 76.00	\$ 76.00

Group B:

Deliverable	Year 1 Hourly Rate Per Individual	Year 2 Hourly Rate Per Individual	Year 3 Hourly Rate Per Individual
Network Support Services	\$ 84.00	\$ 84.00	\$ 84.00

Group C:

Deliverable	Year 1 Hourly Rate Per Individual	Year 2 Hourly Rate Per Individual	Year 3 Hourly Rate Per Individual
Cyber Security Services	\$ 90.00	\$ 90.00	\$ 90.00

MPS shall have the option of purchasing other types of technical services with the vendor quoted billing rate of 1.52 times the hourly wage paid to the technical support personnel.

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

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

Milwaukee Public Schools
 ATTN: Chad Meyer, Senior Director – Department of Technology
 5225 W. Vliet Street
 Milwaukee, WI 53208

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

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

4. NON APPROPRIATION OF FUNDS

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

5. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person’s sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment;

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promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

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

6. INDEMNITY

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

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

7. BACKGROUND CHECKS

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

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

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

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

8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

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

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

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

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

9. SHIPPING /TAXES

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

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

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

10. IRREPARABLE HARM

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

11. TERMINATION BY CONTRACTOR

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

12. TERMINATION BY MPS - BREACH BY CONTRACTOR

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

13. TERMINATION BY MPS

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

14. INDEPENDENT CONTRACTOR

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

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

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

15. ASSIGNMENT LIMITATION

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

16. PROHIBITED PRACTICES

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

17. LIVING WAGE REQUIREMENT

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

18. NOTICES

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

19. WAIVER

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

20. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, RFP 1092 and Contractor's Response to RFP 1092, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

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

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

21. CHOICE OF LAW & FORUM

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

22. TIMING

Time is of the essence in this Contract.

23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

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

24. FORCE MAJEURE

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

25. STUDENT DATA

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

26. NON-DISCLOSURE

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

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

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

27. MPS LOGO/PUBLICITY

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

28. ORDER OF PRIORITY

In the event of a conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: 1) this Contract; 2) RFP 1092 (including all exhibits and addenda); and 3) Contractor's Response to RFP 1092.

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29. PUBLIC RECORDS

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

30. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is on a sliding scale, reflecting the following hours per 12 month period based on actual expenditures. The Career Education requirement for this Contract is on a sliding scale, reflecting the following hours per 12 month period based on actual expenditures.

Expenditure Range	Student Employment	Career Education
\$0 - \$49,999	0	0
\$50,000 - \$74,999	100	10
\$75,000 - \$199,999	200	10
\$200,000 - \$399,999	300	10
\$400,000 - \$599,999	400	10
\$600,000 - \$799,999	600	10
\$800,000 - \$999,999	800	10
\$1,000,000 <	900	30

Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

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

CONTRACTOR (Vendor #: V0657549)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

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

Date: _____
Accounting Equipment Corp d/b/a AE Business Solutions
2310 Crossroad Drive
Madison, WI 53718
(608) 395-2925

Date: _____
By: _____
*Keith P. Posley, Ed.D.
Superintendent of Schools*

SSN / FEIN: XXXXXXXXXX

Date: _____

Budget Code: ITS-0-S-9P3-TC-ECTS

By: _____
*Robert E. Peterson, President
Milwaukee Board of School Directors*

Date: _____

(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR058744

Contract Number: C031195

Vendor Number: V0657549

By: _____
Insurance Compliance

Date: _____