

**MILWAUKEE BOARD OF SCHOOL DIRECTORS CONTRACT
FOR WIRELESS ACCESS POINTS (WAPS)**

This Contract is being entered into by and between Sentinel Technologies, Inc. (“Service Provider”) and the Milwaukee Board of School Directors, contracting authority for Milwaukee Public Schools (“MPS”). This Contract is for the purchase of goods at both E-rate eligible and non-E-rate eligible locations. Service Provider was selected based on an open competitive procurement, specifically MPS Request for Proposal 1033 (“the RFP”).

1. SCOPE OF WORK

Service Provider shall provide the following new, unused and not previously titled wireless access points to MPS. The item provided shall be: Cisco Catalyst 9130 (C9130AXI-B-EDU).

The quantity of the item needed was estimated in the RFP; however, the quantity is subject to change depending on school openings, closings, E-rate funding availability, E-rate budget allowances and other factors. This Contract is entered into with the express understanding between the parties that there is no guarantee, implied or otherwise, of the quantities that will be ordered from Service Provider.

Service Provider shall provide, at its own expense, all personnel required to provide the goods in a timely manner under this Contract.

2. TERM

This Contract shall be in effect from July 1, 2021 through June 30, 2022. MPS may exercise an option to extend this Contract, in the event a Funding Commitment Decision from the School and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”) is delayed.

3. CONTRACT AMOUNT

The total costs of the goods under this Contract shall not exceed \$374,744.00.

The amount defined for “price per unit” of the item under this Contract is identified in the Cost Proposal Worksheet of Service Provider’s Response to the RFP. MPS will not pay any charges, regardless of how characterized, not set forth in the Cost Proposal Worksheet of Service Provider’s Response to the RFP. Any freight, shipping, processing, handling or like charges are included in the “price per unit”.

It is the express agreement of the parties that the prices identified in the Cost Proposal Worksheet of Service Provider’s Response to the RFP shall remain in effect for the entire term of this Contract and any extensions thereof.

4. TIMING AND DELIVERY OF GOODS

Equipment must be delivered within 15 days of written notification to proceed with delivery of equipment. That written notification will only be made by MPS’s Senior Director of Technology to Nathan Kowalczyk of Service Provider, or another individual designated by Service Provider in writing to MPS’s Senior Director of Technology.

Such written notification to proceed with delivery by the Senior Director of Technology is the only acceptable method of notification to Service Provider to deliver equipment, regardless of the quantity ordered. No purchase orders, whether MPS-generated or Service-Provider generated, will be sufficient to order equipment under this Contract.

All equipment must be shipped or delivered only to the following location:

Milwaukee Public Schools
734 W. Walnut Street
Milwaukee, WI 53205

Shipments will be received at this location only between 7:30 a.m. and 2:00 p.m. Central Time, Monday through Friday.

5. INVOICING

In compliance with FCC rules, MPS has elected to pay Service Provider the non-discounted portion of the price of goods, with Service Provider seeking reimbursement from USAC for the discounted portion.

As such, all invoices from Service Provider must be based on the discount rate indicated in the Funding Commitment Decision Letter. Draft invoices and corresponding FCC Form 474 must be submitted to MPS for approval before Service Provider's submission to USAC for the discounted portion of the payment and to MPS for the non-discounted portion of the payment to ensure that only correct invoices are being submitted. MPS will attempt to pay correct and properly submitted invoices for the non-discounted portion within 30 days of receipt.

Invoices must be submitted to:

Chad Meyer
Senior Director of Technology
P.O. Box 2181
Milwaukee, WI 53201-2181

Invoices shall be separately issued for E-rate eligible locations and non-E-rate eligible locations. Invoices must conform to the following requirements: 1) in a form and format approved by MPS; 2) clearly designate whether for E-rate eligible locations or non-E-rate eligible locations; 3) clearly designate the Service Provider's name; 4) submitted only after goods have been provided; and 5) include specific name(s), part number(s) and cost of the item(s) provided.

It is mutually agreed that Wisconsin's state Prompt Payment Law, Wis. Stat. §§ 16.528, 16.53(2),(11), does not apply to the Proposed Contract.

Any and all errors in invoicing made by Service Provider must be repaid by a check cut from Service Provider to MPS within 30 days of notification by MPS to Service Provider of the error. Under no circumstances may Service Provider remedy an invoicing error through credits on invoices.

6. EXPRESS WARRANTIES

Service Provider expressly agrees that the affirmations of fact and promises made in its Proposal to the RFP regarding the goods' compatibility with MPS's existing WLAN equipment and management system (*e.g.* wireless access points, controllers, switches, transceivers, network management software, etc.) are express warranties.

Damages for Service Provider's breach of these express warranties shall include, at a minimum, all incidental and consequential damages resulting from the entire period of shutdown of MPS's WLAN network while suitable replacement goods are obtained and installed. These damages shall include, at a minimum, replacement costs, removal of Service Provider's equipment, overtime wages, outside contractor fees and any statutory fines assessed as a result of MPS's inability to provide educational services. There shall be no monetary limitation on these damages.

7. CHANGE OF SERVICE PROVIDER

MPS reserves the right to terminate this Contract and contract with an alternative service provider for provision of these goods if there is a legitimate reason to do so, (*e.g.*, Service Provider's breach of this Contract or inability to perform). MPS will not pay any penalty or early termination fee, however captioned, in the event of termination for cause.

MPS further reserves the right to request from USAC, and, if approved, make service provider substitutions as allowed for under the E-rate program, provided such substitutions are allowed by the procurement laws, rules and regulations under which MPS operates.

8. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds for this purpose by the State of Wisconsin and appropriate MPS officials. If funds are not appropriated, Service Provider, upon notice, agrees to take back any goods furnished and relieve MPS of any further obligations under this Contract.

MPS reserves the right, in its sole discretion, to either postpone or terminate this Contract without further liability in the event a funding commitment for the goods identified in Section 1 of this Contract is not made, or is reduced, by USAC. MPS will not pay any penalty or early termination fee, however captioned, in the event of postponement or termination for non-appropriation of funds or lack of funding commitment.

9. NON-DISCRIMINATION

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

If MPS determines Service Provider has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered goods. MPS may also deem Service Provider ineligible to participate in future contracts with MPS.

10. INDEMNITY

Notwithstanding any references to the contrary, Service Provider 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. Service Provider 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 Service Provider, or that may result from the carelessness or neglect of Service Provider, 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 Service Provider, against such persons, firms or corporations carrying out the provisions of this Contract for Service Provider, Service Provider 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.

11. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Service Provider and its subcontractors, if any, shall effect and maintain the following insurance coverage to support any financial obligations arising out of claims or damages to any person, or Service Provider's employees or agents. The indemnification obligation referenced in Paragraph 10 above 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.

| Workers Compensation | Statutory Limits |
|------------------------------|---|
| Employers Liability | \$100,000 per occurrence/\$500,000 aggregate* |
| Commercial 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 |

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

MPS shall be named as an additional insured under Service Provider's and its subcontractor's commercial general liability insurance and umbrella liability insurance. The umbrella policy must provide excess commercial general liability, automobile liability and employers liability. Evidence of all required insurances of Service Provider or its subcontractors shall be provided on an annual basis to MPS. All insurers must have a minimum A.M. Best rating of A-VII.

12. IRREPARABLE HARM

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

Service Provider shall not be relieved of any liability for damages sustained by MPS by virtue of any breach of this Contract by the Service Provider, and MPS may withhold any payments to Service Provider for the purpose of set off until such time as the exact amount of damages due to MPS from Service Provider for said breach is determined.

13. TERMINATION BY MPS - BREACH BY SERVICE PROVIDER

If Service Provider fails to fulfill its obligations under this Contract in a timely or proper manner, or breaches any of its provisions, MPS shall thereupon have the right to terminate this Contract by giving 5 days written notice before the effective date of termination of this Contract, specifying the alleged failures and/or breaches and the effective date of termination.

This Contract shall not be terminated if Service Provider promptly cures the alleged violation prior to the effective date of termination. In the event of termination, MPS will only be liable for goods rendered through the date of termination and not for any uncompleted portion, or for any goods purchased or paid for by Service Provider for contemplated use in completing this Contract. MPS will not pay any penalty or early termination fee, however captioned, in the event of termination for breach.

14. INDEPENDENT CONTRACTOR

Service Provider 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. Service Provider 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 generated pursuant to this Contract. MPS will not be obligated or responsible to extend, to Service Provider's employees, any fringe benefit available to MPS employees. Service Provider specifically covenants not to file any complaint, charge, or claim with any local, state or federal agency or court in which Service Provider or any of its employees claim 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 Service Provider's behalf, Service Provider will request such agency or court to dismiss such matter.

15. LIVABLE WAGE

Service Provider shall adhere to MPS Administrative Policy 3.09(17), which requires any party contracting with MPS to pay its employees an amount equal to the hourly wage rate as set forth in the City of Milwaukee Ordinance 310-13.

16. NOTICES

Notice to Service Provider shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to: Nathan Kowalczyk at 3720 N. 124th Street, Suite C, Wauwatosa, WI 53222.

Notice to MPS shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to: Chad Meyer, Senior Director of Technology, 5225 West Vliet Street, Milwaukee, WI 53208 with an electronic copy to procurement@milwaukee.k12.wi.us, addressed to the Procurement Manager.

17. 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.

18. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, the RFP and any attachments thereto: and Service Provider's Response to the RFP constitutes 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. Any amendment or modification of any provision of this Contract shall not be effective unless the same shall be in writing and signed by persons with authority to bind the respective parties.

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 and its addenda, if any; then (2) the RFP; and finally (3) Service Provider's Response to the RFP.

MPS shall not be bound by any terms and conditions included in Service Provider'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 in this Contract.

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 term or provision were not contained herein.

19. COMPLIANCE WITH E-RATE

In its Response to the RFP, Service Provider identified that its Service Provider Identification Number ("SPIN") for use in the E-rate program is 143008231. Service Provider identified its FCC Registration Number ("FCCRN") is 0012467163. If, at any time during the term of this Contract, or extension hereof, Service Provider is no longer authorized to operate under either its SPIN and/or FCCRN, Service Provider shall notify MPS immediately. MPS shall have the right to terminate this Contract under such circumstances.

Service Provider shall comply with all applicable FCC rules, Orders, and guidance which govern the E-rate program. Notwithstanding any other remedies at law or equity, in the event Service Provider acts or fails to act in such a way that causes MPS to lose E-rate funding in whole or in part, Service Provider shall be liable to MPS for the amount of denied, reduced or adjusted funding. Additionally, Service Provider shall be liable to MPS for legal or consulting fees MPS incurs to: ensure compliance with the E-rate program; to respond to the FCC or USAC directives; or to pursue an appeal.

Should Service Provider, its principals, agents and/or employees act in violation of the FCC's policy regarding gifts, and should MPS be denied funding on a funding request or be subject to a commitment adjustment as a result of the aforementioned action, Service Provider shall be liable for liquidated damages in the amount of MPS's discounted portion on each of the funding requests so denied.

20. 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.

21. TIMING

Time is of the essence in this Contract.

22. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

By signing this Contract, Service Provider certifies that neither Service Provider nor its principals; its subcontractors nor their principals are or have been suspended, debarred, proposed for suspension or debarment from the E-rate program and that no material audit findings have been entered against Service Provider by the E-rate program. If, at any time during the term of this Contract, or extension hereof, Service Provider is suspended, debarred, or proposed for suspension or debarment from the E-rate program or material audit findings are entered against Service Provider, Service Provider shall notify MPS immediately. MPS shall have the right to terminate this Contract under such circumstances.

23. FORCE MAJEURE

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

24. NON-DISCLOSURE

Absent prior written consent of MPS's Senior Director of Technology, Service Provider 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 Service Provider 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. Service Provider agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

Within ten business days of the earlier of receipt of: 1) MPS's written or oral request or; 2) final payment under this Contract, Service Provider will return all documents, records, and copies thereof it obtained during the development of any work product covered by this Contract.

25. MPS LOGO/PUBLICITY

No Service Provider 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, both MPS's Director of Communications & Outreach and Senior Director of Technology.

26. RECORDS

Both parties understand that MPS is bound by Wisconsin's 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.* Service Provider

acknowledges that: it is obligated to assist MPS in retaining and producing records that are subject to these provisions; the failure to do so shall constitute a material breach of this Contract, and; Service Provider must defend and hold MPS harmless from liability under the law.

Additionally, Service Provider shall comply with applicable E-rate requirements regarding document retention, production of records, and audits set forth in 47 C.F.R. § 54.516, identified in detail at Section 1.3 of the RFP. The Service Provider shall also assume responsibility for its subcontractors' compliance with the same. The Service Provider and its subcontractors shall maintain documents, as required by current FCC rules and in accordance to the aforementioned requirements, for the ten-year period from the last date discounted services were received.

27. ADDITIONAL PROVISIONS

- A. Service Provider covenants to have any and all licenses, permits and certifications required to provide the goods specified and keep them in effect for the term of this Contract. Failure to maintain the required licenses, permits and certifications shall be cause for termination of this Contract.
- B. Service Provider shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on providing the goods specified.
- C. Service Provider covenants that all materials, equipment and supplies provided to MPS under this Contract comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards. All electrically-powered equipment must be UL listed or MPS-approved equivalent.
- D. MPS reserves the right to reject any goods that do not conform to Service Provider's Response to the RFP. Any and all return freight charges associated with the rejected items shall be borne by Service Provider.
- E. All goods provided under this Contract must include the appropriate manufacturer's warranty.

28. SIGNATURES

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing, (or on whose behalf such signature is executed), with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. HUB REQUIREMENT

The HUB requirement on this contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 0 hours.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date noted below above the signature of Milwaukee Board of School Directors' President, Larry Miller.

SENTINEL TECHNOLOGIES, INC.

(Vendor V0551260)

Dated: _____

By: _____

Address:
2550 Warrenville Road
Downers Grove, IL 60515
Phone Number: (630) 769-4300
Tax Id:

Budget Code: TSV-0-0-TLN-DW-ENCQ

MILWAUKEE BOARD OF
SCHOOL DIRECTORS

Dated: _____

By: _____
Dr. Keith P. Posley Superintendent

Dated: _____

By: _____
Larry Miller, President
Milwaukee Board of School Directors