

**(ATTACHMENT 4) ACTION ON THE WAIVER OF ADMINISTRATIVE POLICY 3.09(9)(e)
AND AWARD OF PROFESSIONAL SERVICES CONTRACTS**

**MILWAUKEE BOARD OF SCHOOL DIRECTORS CONTRACT
FOR INSTALLATION OF WIRELESS ACCESS POINTS (WAPs) and SWITCHES**

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 both eligible and ineligible E-rate services. Service Provider was selected based on an open competitive procurement, specifically MPS Request for Proposal 1060 (“the RFP”).

1. SCOPE OF WORK

Service Provider shall install Wireless Access Points (WAPs) and gigabit Power over Ethernet Switches, at approximately 150 MPS locations. The equipment to be installed shall be provided by MPS.

All installations shall be performed according to the relevant installation specifications cited in the RFP and its Attachments A and B. The quantity of each installation needed was estimated in the RFP; however, those quantities are subject to change depending on school openings, closings, E-rate funding availability, E-rate budget allowance 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 of installations that will be requested from Service Provider.

Service Provider shall designate a single point of contact who will be the liaison for communication between MPS and the Service Provider and/or its Subcontractors, if any. The Service Provider single point of contact is responsible for communications regarding any installation schedules provided by MPS and/or any other project related information for the duration of this Contract. The single point of contact is also expected to participate in project meetings as necessary.

A project kick-off meeting will follow the execution of this Contract between representatives from each party. The MPS Department of Technology will provide necessary building location and access information along with instructions regarding post installation review and acceptance of work performed. MPS will also provide a demonstration/training session on both types of installation prior to work commencing. Work shall be performed during normal hours of operation for the School/Noninstructional Facility where the work is taking place.

All equipment being installed will be stored centrally at the MPS Warehouse located at 734 W. Walnut Street, Milwaukee, WI 53205. Equipment for each School/Non-Instructional Facility will be prepped, staged and bundled by MPS staff. Equipment will be pre-labeled by MPS with either a room number and/or Classroom Closet (CC) location. The Service Provider shall install the labeled equipment in the corresponding location.

The Service Provider shall pick up the new equipment from the Warehouse for installation at the School/Non-Instructional Facilities located within the Milwaukee Public School District. The Service Provider shall return obsolete equipment removed during the installation process to the Warehouse. Pickups and drop-offs at the Warehouse shall be completed between the hours of 7:30 a.m. and 2:00 p.m.

**(ATTACHMENT 4) ACTION ON THE WAIVER OF ADMINISTRATIVE POLICY 3.09(9)(e)
AND AWARD OF PROFESSIONAL SERVICES CONTRACTS**

All installations will connect to an MPS Classroom Closet (CC). The CC is a metal cabinet enclosure that houses the classroom switch in a vertical orientation and is often proximal to the classroom's Wireless Access Point (WAP).

There are two different types of installation that are required as part of this Contract:

Installation Type A: There is an existing WAP which has been deemed obsolete. The obsolete WAP will be replaced with a new WAP using the existing mounting bracket in the same location.

Installation Type B: There is an existing switch in the Classroom Closet that has been deemed obsolete. The obsolete switch will already be powered off and disconnected, but still mounted in place. The obsolete switch must be unmounted from the Classroom Closet, an existing functioning switch in the Classroom Closet must be shifted into its place and a new Power over Ethernet switch must be installed in the Classroom Closet.

INSTALLATION: All installations are to be performed according to the requirements set forth in RFP 1060 Section 2.2.

It is possible that schools may close during the term of this Contract. The Service Provider shall be notified of such closures and work and related invoicing shall cease upon such notification. Any modification or change to services during the term of this Contract will be made pursuant to a Contract Addendum, a sample of which is attached as Exhibit 1.

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

RFP 1060 including all exhibits and addenda are incorporated herein by reference and are material terms of this Contract with which the Service Provider must comply.

2. TERM

This Contract shall be in effect from July 1, 2022, through September 30, 2023. While the E-rate funding year ends on June 30, 2023, an implementation period extended until September 30, 2023, may be granted at the sole discretion of MPS if deemed to be necessary. A contract extension may also be required if the Funding Commitment Decision from the SLD) is substantially delayed and/or if other allowable extensions defined by the FCC and at the sole discretion of MPS are deemed necessary.

3. CONTRACT AMOUNT

The total costs of the services under this Contract shall not exceed \$148,806.00.

The amounts defined for "Eligible Cost Per Unit" of installation Types A and B are identified in the Cost Proposal Worksheet of Service Provider's Response to the RFP which is incorporated into this Contract as Exhibit A. MPS will not pay any charges, regardless of how characterized, not set forth in Exhibit A

**(ATTACHMENT 4) ACTION ON THE WAIVER OF ADMINISTRATIVE POLICY 3.09(9)(e)
AND AWARD OF PROFESSIONAL SERVICES CONTRACTS**

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 contract extensions thereof.

4. TIMING AND DELIVERY OF SERVICES

The services identified in this Contract may not proceed until 1) an E-rate Funding Commitment Decision Letter from the SLD is received as to both these services and the equipment procured under a separate Contract; and 2) the equipment is actually received by MPS. As such, installations may not commence until Service Provider receives notification by MPS to proceed. Service Provider must be ready to proceed with installation within 10 business days of that notification.

5. INVOICING

Separate invoices are required for E-rate eligible locations and services from that that are not eligible. MPS will provide a summary of the services ordered and the corresponding locations, if applicable, together with all costs. It is the burden of the Service Provider to reconcile, to MPS's satisfaction, its invoices to that summary.

All invoices must be manually created by the Service Provider in a form and format which MPS has approved. Invoices may only be submitted after services have been provided and completed and must include the installation type and the location where equipment was installed. MPS does not pay in advance for services. MPS will attempt to pay correct and properly submitted invoices within 30 days of receipt.

Errors on invoices cannot be remedied by credits on invoices. All errors must be repaid by a check cut by the Service Provider within 30 days of notification of such error. Under no circumstances may Service Provider remedy an invoicing error through credits on invoices.

In compliance with FCC rules, MPS has elected to pay Service Provider the non-discounted portion of the price of services, 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
5225 W. Vliet Street
Milwaukee, WI 53208

**(ATTACHMENT 4) ACTION ON THE WAIVER OF ADMINISTRATIVE POLICY 3.09(9)(e)
AND AWARD OF PROFESSIONAL SERVICES CONTRACTS**

It is mutually agreed that Wisconsin's state prompt pay law, Wis. Stat. §§ 16.528, 16.53(2),(11), does not apply to this Contract.

6. GUARANTEE

Service Provider shall guarantee all labor it provides for one (1) year from date of substantial completion of this work. This guarantee shall include all labor, material and travel time.

7. CHANGE OF SERVICE PROVIDER

MPS reserves the right to change a Service Provider if there is a legitimate reason to do so (*e.g.*, Service Provider's breach of this Contract or the Service Provider is unable to perform the requested services). MPS will not pay any penalty or early termination fee, however captioned, in the event of termination for convenience or cause.

MPS further reserves the right to make service 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 agrees to terminate any services supplied and relieve MPS of any further obligations under this Contract

MPS reserves the right, in its sole discretion, to postpone delivery of services under this Contract until USAC makes a Funding Commitment or to terminate this Contract without future liability in the event USAC denies a Funding Commitment. 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, the Service Provider shall not discriminate in any way against any employee or applicant for employment on the basis of 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.

**(ATTACHMENT 4) ACTION ON THE WAIVER OF ADMINISTRATIVE POLICY 3.09(9)(e)
AND AWARD OF PROFESSIONAL SERVICES CONTRACTS**

If MPS determines Service Provider has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services. MPS may also deem the 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 and/or omissions in the performance of this Contract, as well as the acts and/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. The Service provider further agrees to indemnify and hold harmless MPS and all of its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which may occur as a result of the performance of services provided for under this Contract or that may result from the carelessness or neglect of Service Provider, its agents, subcontractors and/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, its agents, subcontractors and/or employees, Service Provider assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees and/or other expenses resulting therefrom.

Service Provider shall indemnify MPS against all liability, loss or expenses by reason of any patent and/or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent and/or trademark on merchandise, or any part thereof, to be provided pursuant to this Contract.

11. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

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

The minimum insurance coverage required of the Service Provider by MPS shall be:

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*
Automobile 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 (excess) Liability policy.

(ATTACHMENT 4) ACTION ON THE WAIVER OF ADMINISTRATIVE POLICY 3.09(9)(e)

“Milwaukee Board of School Directors” shall be named as an additional insured under Service Provider’s and its subcontractors’ general liability insurance and umbrella liability insurance. The umbrella liability 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 submitted electronically to MPS via its third-party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be at the sole discretion of MSP and shall be recorded in the EXIGIS system, which records are incorporated into this Contract. All insurers must have a minimum A.M. Best rating of A-VII. Failure to maintain the required insurance coverage shall be cause for termination of this Contract.

The certificate of insurance or policies of insurance evidencing all coverage shall include a statement that MPS shall be afforded a 30-day written notice of cancellation, non-renewal or material change by any of Service Provider’s insurers providing the coverage required by MPS for the duration of this Contract.

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 violates any of its provisions, MPS shall thereupon have the right to terminate this Contract by giving five (5) days written notice before the effective date of termination of this Contract, specifying the alleged violations, and the effective date of termination.

This Contract shall not be terminated if, upon receipt of the notice, the Service Provider promptly cures the alleged violation within 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 Service Provider for use in completing this Contract. Failure to maintain the required certificates of insurance, permits, licenses and/or bonds will be cause for termination. 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 shall not be obligated or responsible to extend, to the Service Provider’s employees, any fringe benefits available to MPS employees. The Service Provider expressly covenants not to file any complaint, charge, or claim

**(ATTACHMENT 4) ACTION ON THE WAIVER OF ADMINISTRATIVE POLICY 3.09(9)(e)
AND AWARD OF PROFESSIONAL SERVICES CONTRACTS**

with any local, state or federal agency or court in which Service Provider or any of its employees 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 Service Provider's behalf, Service Provider will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any benefits which may be extended to MPS employees, including any insurance or pension plans.

15. ASSIGNMENT LIMITATION & STAFFING

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, delegate or subcontract its obligations hereunder without the prior written consent of the other. If Service Provider assigns or delegates its rights or obligations without such consent, MPS shall have the right, in its sole discretion, to rescind this Contract and to declare the same null and void. In such event, Service Provider understands and agrees that it shall be liable for actual damages, which, at a minimum, shall be the cost of MPS to obtain like services from another Service Provider.

MPS reserves the right to request a substitution of Service Provider personnel, *i.e.* project leader, staff, etc. In such event, Service Provider shall substitute the personnel with no additional charges to MPS. Failure on the part of the Service Provider to provide a substitute deemed suitable by MPS shall be cause for termination for cause of this Contract. Likewise, if Service Provider finds it necessary to replace staff assigned to this Contract, MPS shall have the absolute right to approve of said substitute.

16. LIVABLE WAGE

Service Provider 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 employees be paid a 'living wage'.

17. NOTICES

Notice to Service Provider shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatory on this Contract at Brian Osborne, Sentinel Technologies, Inc., 2550 Warrenville Road, Downers Grove, IL 60515.

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.

18. 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.

(ATTACHMENT 4) ACTION ON THE WAIVER OF ADMINISTRATIVE POLICY 3.09(9)(e)
19. INTEGRATION/ SEVERABILITY
AND AWARD OF PROFESSIONAL SERVICES CONTRACTS

This Contract and its exhibits and addenda, if any, the referenced RFP and any attachments thereto; 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. With the sole exception being any modification or change to services procured via a Contract Addendum, an example of which is attached hereto as Exhibit 1, no amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by authorized signatories of both MPS and the Service Provider.

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 exhibits and addenda, if any; then (2) the referenced RFP and any attachments thereto; and finally (3) the Service Provider's Proposal 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 in this Contract.

20. 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; and/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.

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.

**(ATTACHMENT 4) ACTION ON THE WAIVER OF ADMINISTRATIVE POLICY 3.09(9)(e)
AND AWARD OF PROFESSIONAL SERVICES CONTRACTS**

22. TIMING

Time is of the essence in this Contract.

23. 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.

24. FORCE MAJEURE

Delays in delivery caused by acts of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or any other delays deemed by MPS to be clearly and unequivocally beyond the Service Provider's control will be recognized by MPS. However, MPS will not be liable to pay the Service Provider for any work that the Service Provider 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. 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 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.

Pursuant to the FCC's E-rate Modernization Order (FCC 14-99) released July 24, 2014, the Commission provided notice of all Service Providers that the receipt of E-rate support will be conditioned on disclosure of pricing information beginning in Funding Year 2015. The Commission states in the Order that contracts executed after the effective date of the Report and Order may not contain restrictions barring publication of purchasing price data, and that any such restrictions will have no effect.

**(ATTACHMENT 4) ACTION ON THE WAIVER OF ADMINISTRATIVE POLICY 3.09(9)(e)
AND AWARD OF PROFESSIONAL SERVICES CONTRACTS**

26. MPS LOGO/PUBLICITY

The Service Provider shall not 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 Executive Director of Communications and Outreach and MPS's Senior Director of Technology.

27. RECORDS

The Service Provider understands 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 requirements regarding recordkeeping, document retention, production of records, audits and inspections 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, subject to the aforementioned requirements, for the longer of a period of seven years after receipt of final payment under this Contract, (in accordance with Wis. Stat. § 19.21(6)); or the period required by FCC rules.-

28. ADDITIONAL PROVISIONS

- A. Service Provider covenants to have any and all licenses, permits and certifications required to provide the work or provide the goods specified and furnish proof of such licensing authorization and permits, if required, 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 services and 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 will not agree to any disclaimers or limitations of liability.

29. 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

**(ATTACHMENT 4) ACTION ON THE WAIVER OF ADMINISTRATIVE POLICY 3.09(9)(e)
AND AWARD OF PROFESSIONAL SERVICES CONTRACTS**

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.

30. 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 here to have executed this Contract on the date noted below above the signature of Milwaukee Board of School Directors' President, Robert E. Peterson.

SENTINEL TECHNOLOGIES, LLC

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Brian Osborne
Co-President and Chief Sales & Marketing Officer

By: _____
Janine M. Adamczyk
Director of Procurement & Risk Management

Date: _____

Date: _____

Address: 2550 Warrenville Road
Downers Grove, IL 60515

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

Phone Number: 630-769-4300
Tax Id: [REDACTED]

Date: _____

Budget Code: PIN-0-0-TLN-DW-ETEL

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

Date: _____

Reviewed By: _____
Risk Management

Date: _____

(ATTACHMENT 4) ACTION ON THE WAIVER OF ADMINISTRATIVE POLICY 3.09(9)(e)
AND AWARD OF PROFESSIONAL SERVICES CONTRACTS

EXHIBIT A

Sentinel Response:

Milwaukee Public Schools RFP 1060 -- Installation of Wireless Access Points (WAPs) and Switches Cost Proposal Worksheet (Provide in Tab A)	
Item Description	E-rate Eligible Cost Per Unit
Installation Type A (Total for Quantity One):	\$10.77
Installation Type B (Total for Quantity One):	\$18.71

**(ATTACHMENT 4) ACTION ON THE WAIVER OF ADMINISTRATIVE POLICY 3.09(9)(e)
AND AWARD OF PROFESSIONAL SERVICES CONTRACTS**

Exhibit 1

**ADDENDUM # [XX] TO THE MILWAUKEE BOARD OF SCHOOL DIRECTORS' CONTRACT FOR
[TYPE OF SERVICES] DATED [MONTH, DAY, YEAR]**

[Service Provider Name] ("Service Provider") and Milwaukee Board of School Directors ("MPS") entered into the Milwaukee Board of School Directors' Contract for [Type of Services] on [Month, Day, Year]

The Milwaukee Board of School Directors Contract for [Type of Services] provides that MPS may change services to this contract without any monetary penalties. It is mutually understood that this Addendum [moves, add, deletes, changes] [types of service] pursuant to said Contract. All other terms and provisions contained in said Contract remain in full force and effect.

1. MPS billing contact is Chad Meyer, Senior Director of Technology.
2. MPS authorized contact is Chad Meyer, Senior Director of Technology
3. Requested Service: [type of change, moves, adds, deletes, changes] [service description]
4. Site information

Site Name	Address Location	Bandwidth	Customer Request due Date
[School or Non-Instructional Facility]	[Street, City]	[Service Description]	[Month, Day, Year]
[School or Non-Instructional Facility]	[Street, City]	[Service Description]	[Month, Day, Year]
[School or Non-Instructional Facility]	[Street, City]	[Service Description]	[Month, Day, Year]
[School or Non-Instructional Facility]	[Street, City]	[Service Description]	[Month, Day, Year]

5. The beginning billing date of the change in service described in Number 4 above shall be as follows (the 1st of the month following service start/installation) [Month, Year].
6. This change in service shall run coterminous with the Milwaukee Board of School Directors' Contract for [Type of Service] dated [Month, Day, Year]: June 30, [Year].
7. The monthly recurring charge on this service shall be as follows. [\$X,XXX XX]
8. The non-recurring one-time installation fee for this change in service. \$[X,XXX XX]

MILWAUKEE BOARD OF SCHOOL DIRECTORS

Dated: _____

By: _____
Chad Meyer, Senior Director of Technology