

# We have prepared a contract for you

# **Meraki APs for ECC**

Contract # 011190

NASPO (Michigan) MASTER #AR3227 PA #210000001333

# Prepared for:

### **Livonia Public Schools**

Tim Klan tklan@livoniapublicschools.org



# Appendix A

This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Livonia Public Schools (Customer) with principal offices at 15125 Farmington Road, Livonia, MI 48154.



### Hardware/Software Only

Hardware/Software only purchase of items listed in the Pricing Summary. No installation or professional services provided.

#### **Access Points**

Product Description	Qty	Price	Ext. Price
Catalyst 9164I AP (W6E, tri-band 4x4) w/Meraki	62	\$719.00	\$44,578.00
Shipping and Handling	1	\$500.00	\$500.00

Subtotal: \$45,078.00

#### Licensing - 12 Months

Product Description	Qty	Price	Ext. Price		
Initial Term: 12 Months   Requested Start Date: 6/3/2024   Billing Model: Prepaid   Renewal Term: Requote					
Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.					
Meraki SW Subscription	1	\$0.00	\$0.00		
Meraki MR Essentials Subscription LIC and Support	62	\$69.00	\$4,278.00		

Subtotal: \$4,278.00





Invoicing, General Terms and Assumptions

# **Hardware Invoicing**



If over \$100K, 50% deposit at time of order, will be invoiced in advance of shipment.

# **Subscription/License Invoicing**

At the beginning of the contract - In Full

By issuing a purchase order in response to this quote or contract, Customer hereby agrees to be bound by the below terms and conditions, which shall prevail in the event of a conflict with any terms and conditions included within Customer's purchase order.

- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days. Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.
- Total Project Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.



# Invoicing, General Terms and Assumptions

#### **Sentinel North America Standard**

The Standard applies to Sentinel owned locations, and facilities in North America. These standards are based on the Universal Declaration for Human Rights and certain conventions of International Labor Organization. These standards may be revised from time to time by Sentinel, and notice of such modifications will be posted in Sentinel's client proposals.

- Legal Compliance: Sentinel undertakes to adhere to all applicable laws of the countries in which it operates, including those pertaining to employee health and safety, terms and conditions of employment and the environment.
- Employee Health and Safety: Sentinel undertakes to provide a safe operating environment that meets the higher of either the applicable legal standards or industry workplace standards.
- Employment standards Sentinel undertakes to comply with the following:
  - Minimum age of workers: Sentinel will not employ workers that are younger than 14 years of age or the minimum age established by law, whichever is greater. Sentinel will observe all legal requirements for work of employees under 18 years of age, including those pertaining to hours of work and working conditions.
  - O **Voluntary employment**: Sentinel will not use involuntary or forced labor, indentured, bonded or otherwise. Sentinel will not participate in human trafficking or unfair detainment.
  - Wages and employment benefits: Sentinel will pay at least minimum total compensation required by applicable local law, including any and all applicable mandated wages and overtime rates, allowances and benefits.
  - O Working hours: Sentinel will maintain reasonable employee work hours in compliance with applicable law.
  - O Non-Discrimination: Sentinel is an equal opportunity/affirmative action employer committed to a diverse and inclusive workplace. All hiring decisions are based on nondiscriminatory factors without regard to person's race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, marital status, genetics, disability, pregnancy, veteran status or any other basis protected by law. In addition, Sentinel Technologies, Inc. engages in affirmative action efforts, where appropriate, to employ, train and promote qualified minorities, women, the disabled, and veterans.
  - Freedom of association: Sentinel recognizes and respects the right of its workers to exercise lawful rights of free association, including
    joining or not joining any association.
  - O Fair treatment: Sentinel will provide a work environment free of harassment, abuse or corporal punishment in any form.
- Environment: Sentinel will adhere to all applicable environmental laws of the country, region and city of operation. Sentinel will strive to surpass such requirements so as to reduce the environmental impact of their operations. Sentinel is committed to providing a safe workplace.
- Ethics: Sentinel has developed a policy and procedure establishing a Code of Business Conduct and Ethics. Sentinel strives to uphold the highest ethical standards.
- Management Systems: Sentinel has developed management systems to ensure compliance with all applicable law, regulation and any particular contractual requirements.

# Payment Terms - Hardware

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30



### Meraki APs for ECC

Prepared by:

Sentinel Technologies, Inc

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Prepared for:

**Livonia Public Schools** 

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Contract Information:

Contract # 011190

Version: 1

Delivery Date: 05/08/2024 Expiration Date: 06/06/2024

## **Quote Summary**

Description	Amount
Access Points	\$45,078.00
Licensing - 12 Months	\$4,278.00

Total: \$49,356.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

# Sentinel Technologies, Inc

# Livonia Public Schools

Signature:	- Kult Lit	Signature:	
Name:	Robert Lenartowicz	Name:	
Title:	Chief Operating Officer	Title:	
Date:	05/08/2024	Date:	