

(ATTACHMENT 1) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e) AND CONTRACT WITH FRONTIER COMMUNICATIONS OF AMERICA, INC. FOR A TELEPHONE SYSTEM

Contract Requisition Number: CR035851

Contract Number: C027248

Vendor Number: V029337

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT**

This Contract is being entered into this 1st day of April 2018, by and between **Frontier Communications of America, Inc.** (“Contractor”) and Milwaukee Board of School Directors (“MPS”). This Contract is the result of an open competitive procurement, specifically Request for Proposal (RFP) 972.

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

As requested by MPS and in accordance with RFP 972, including the Presentation/BAFO Questionnaire Table A to RFP 972 and technical exceptions (Form F) outlined in Contractor’s Response to RFP 972, Contractor shall design, configure and install a premised-based, fully-managed Voice over IP (VoIP) phone system to support all 138 MPS locations. Contractor must provide a turnkey system, including but not limited to: phones, servers and all other hardware, software, installation, training and ongoing support. The system requirements are as set forth in Section 4 of RFP 972 and as modified in the addenda to RFP 972. The base telephone system will be installed over the five-year term, depending on budget availability. For the purposes of this Contract, “project” refers to the systems installation in its entirety and “phase” refers to work performed in a MPS fiscal year. Which MPS locations will be included in each phase will be defined on an annual basis by MPS and Contractor.

Upon completion of this project, Owner shall have a telephone system/service provider capable of providing the following:

- a. **Voice Platform:** All locations shall be served by a single IP-based telephone system platform capable of providing feature transparency for all described MPS locations.
- b. **Contractor:** The solution shall be provided by an experienced Contractor who has extensive IP telephony, data networking, and unified communications experience.
- c. **Equipment & Systems:** All equipment and systems shall be new and currently manufactured for use in the United States and development for the product should be guaranteed for at least the next five years.
- d. **Fault Tolerance:** The system shall be redundant/resilient and shall be designed to ensure that internal and external traffic can be rerouted or reconnected in the event of a system or major component failure. MPS owns and maintains two separate data centers within the City of Milwaukee which are available to host the respondent’s proposed solution.
- e. **Survivability:** All locations must be survivable. All IP telephones shall register with the local survivable gateway during an outage of the primary controller/server or if the WAN connection is lost, and shall have continued access to locally equipped trunks. The vendor shall install a 30 minute battery backup for this server.
- f. **Power fail transfer –** There will be an analog trunk that is installed and terminated on the local gatekeeper/gateway. The vendor shall cross connect this circuit to a jack located in the office for use if the system fails.
- g. **System Management:** The management systems shall provide a single point of access to the system for day-to-day administration, reporting, and telephone system maintenance.
- h. **Serviceability:** All systems shall provide a single system management solution.
- i. **Unified Messaging (UM):** The UM system shall be centralized and provide service for all MPS locations. In addition, it shall support integration with MPS’ email platform. . MPS has elected for alternate Mitel Advanced Messaging option.
- j. **Paging Overhead:** The system shall support group paging through the MPS’ paging systems. The base bid should include 4 zones for each location. Costs to increase to 6 or 8 zones shall be included as Alternate 10. The vendor shall include all costs to cross connect to the paging system. The current interface for each paging zone is E&M.
- k. **Applications:** The system shall be capable of supporting a wide variety of applications including unified communications, presence, instant messaging, mobility, audio conference bridge, collaboration, PC desktop call control and video conferencing.

- l. Headsets: Telephones shall support Electronic Hook Switch Control compliant headsets or similar device to eliminate the need for handset lifters. Alternate 2 includes pricing for headsets.
- m. T.38 Fax over IP: The majority of FXS ports requested in the RFP will be utilized to support fax machines. The system shall be equipped with T.38 as required to support fax service across all MPS locations.
- n. PSTN: MPS is moving from a distributed to a centralized PSTN. PSTN services will exist at both data centers. The base if for SIP connectivity. Each data center will have 160 circuits this is based on an estimate. As the system is phased in, Contractor will add hardware, software and provide the labor to connect circuits as they are ordered. Contractor will work with MPS and PSTN provider to run traffic reports at least six times during the implementation. Contractor, MPS and PSTN provider will negotiate the final network configuration. Contractor will adjust billing for either a delete or an increase in the hardware and/or software needed for the final configuration. There will be no cost penalties for either increase or a decrease. Contractor will assist in traffic studies per requirement with PSTN provider and provide guidance based on reports as to recommended circuit requirements. Contractor will not place any orders for the required Mitel licenses until mutually agreed upon by the parties.

Contractor's base telephone system, as set forth in Contractor's Response to RFP 972, as amended by Contractor's Presentation/BAFO Questionnaire Table A to RFP 972, contemplates the use of Mitel 6920 IP Phones. Throughout the project, MPS reserves the right to select any of the four alternative "Classroom Phone Options" set forth in Contractor's Form C of Exhibit 2 to RFP 972 at the cost specified therein, which may result in a reduction in cost to the base telephone system. Contractor's base telephone system shall include the Mitel MiCollab – Advance Messaging voicemail system as a replacement for MPS' current Cisco Unity system.

In addition to the base system set forth above, the following alternatives from Section 5 of RFP 972 have been selected:

- Alternative 2b: Block of 10 wireless headsets (Qty 20)
- Alternative 3: Contact Center
- Alternative 4: Call Accounting System
- Alternative 7: Full-time Technicians (Qty 2) – technicians should be on-site at MPS 40 hours per week between the hours of 7:30 a.m. to 4:30 p.m. (one-hour lunch).
- Alternative 10: Paging Zones (Cost increase from 4 to 8 zones)

Notwithstanding the foregoing and pursuant to the amendment process outlined in Section 20 of this Contract, MPS reserves the right to include any of the quoted alternatives or special alternatives throughout the project.

All work on the project shall be in accordance with the Contractor, Installation and Maintenance requirements set forth in Section 3 of RFP 972 and as modified in the addenda to RFP 972.

RFP 972 (including all exhibits and addenda), Contractor's Presentation/BAFO Questionnaire Table A to RFP 972 and Contractor's Response to RFP 972 (inclusive of clarification and exclusive of Tab E), are incorporated herein by reference.

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 April 1, 2018 through March 31, 2023 ("Initial Term"), with the possibility of two one-year extensions upon mutual agreement of the parties.

No work shall commence before a Contractor receives a fully executed Contract and has been given written approval of a statement of work from the Director of Technology to proceed with the applicable phase. After meeting with MPS to determine what will be included in the applicable phase, Contractor shall put together the statement of work containing: the list of sites for that phase; the equipment and services to be provided; and a schedule/timeline for completion within MPS approved hours of work for each site. This Contract contains all terms and conditions applicable to the project and any legal terms included in the statement of work will be considered null and void. 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 \$4,704,333.93 throughout the Initial Term. Those costs set forth in Exhibit 1 of Contractor’s Response to RFP 972, as amended by its BAFO Questionnaire Table A, shall remain valid throughout the Initial Term.

Description	Capital Cost Quantity	Capital Cost Unit Price	Recurring Cost Quantity	Recurring Costs Unit Price	Net Line Total
Base Telephone System	1	3,232,138.74	4	164,716.82	3,891,006.02
BAFO Voice Mail /Unified Comm #9 Incremental Incr to Exh 1 B17	1	400,132.51	1	0.00	400,132.51
Alternate 2b block of 10 wireless headsets	20	1,696.84	80	0.00	33,936.80
Alternate 3 Contact Center	1	18,476.59	4	2,444.04	28,252.75
Alternate 4 Call Accounting System	1	32,934.77	4	4,128.75	49,449.77
Alternate 7: Two full-time techs			2	140,000.00	280,000.00
Alternate 10 Paging Zones (Cost increase from 4 to 8 zones)*	26	829.08	104		21,556.08
Total					4,704,333.93

*Note: Blank cost field taken as \$0.00

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
 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, except as set forth in Section 13 below.

Contractor acknowledges that funding to pay for Services ordered under this Contract is subject to annual appropriations by the appropriate governing body, and in the event adequate sums are not appropriated in any fiscal year to fund MPS’s use of telecommunications services, MPS may terminate this Contract pursuant to Section 13 herein. If MPS exercises its rights under Section 13 on the basis of non-appropriation, it may not during the unexpired Initial Term obtain like services from another provider, and if funds are re-appropriated for a later fiscal year during the unexpired Initial Term, MPS will notify Contractor and reinstate this Contract. MPS represents and warrants that it will request sufficient funding to cover the charges in this Contract in each budget submitted for approval, and will actively support the appropriation of such funding, during the term of this 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; 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.

Contractor shall not have any liability for any claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) MPS's breach of this Contract; (ii) MPS's negligence or willful misconduct in the performance of its obligations under this Contract; (iii) use of the equipment or services by third parties, including employees, contractors or agents; (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from MPS's or any other person's use of the equipment or services or content transmitted to or from MPS's locations using the equipment or service (v) any bodily injury (including illness or death) or property damage caused by MPS; or (vi) Customer's failure to maintain an adequate and safe environment free from any liens, or permitting unauthorized repairs.

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 (including Contractual Liability), Automobile Liability and Umbrella/Excess 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 each accident
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (or Excess) Liability	\$1,000,000 per occurrence or claim
Professional Liability	\$1,000,000 per occurrence or claim

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's general liability insurance and umbrella/excess liability insurance. Contractor shall also ensure that all of its subcontractors used in the performance of this Contract, procure and maintain policies of insurance that meet the standards set forth above. 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. MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of 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. PERFORMANCE BOND

As security for the faithful performance of the Contract, Contractor shall provide a performance bond on an annual basis for each phase of the project. The value of the annual performance bond (BV) shall be based on the amounts in row 17 of RFP 972 Exhibit 1, equaling one-fifth of the total of the Capital Cost (cell B17) and four times the Annual Recurring Costs (cell C17). Thus the formula to calculate the annual performance bond amount is as follows: $BV = 1/5 * (B17 + 4*C17)$. Once work is complete on each phase of the project, the performance bond relating to that phase will be released.

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 ten (10) 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 ten (10) days or provides a written plan acceptable to MPS to remedy the default, if such default cannot be cured within ten (10) 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.

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, which consent shall not be unreasonably withheld.

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, 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.

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 972 and its exhibits and addenda; 3) Contractor's Presentation/BAFO Questionnaire Table A to RFP 972; and 4) Contractor's Response to RFP 972 (inclusive of clarification and exclusive of Tab E).

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 1% per 12-month term, applicable to professional services labor; however, should a recognized HUB firm provide hardware or software, HUB credit is allowable. The student engagement requirement of this Contract is 400 hours per 12-month term. The Career Education requirement for this Contract is 10 hours per 12-month term. 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 #: V029337)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
Aaron A. Konkol, J.D.
Director, Procurement and Risk Management

Date: _____

Date: _____

Frontier Communications of America, Inc.
401 Merritt 7
Norwalk, CT 06851
(231) 286-4176

By: _____
Darienne B. Driver, Ed.D.,
Superintendent of Schools

Date: _____

SSN / FEIN:

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

By: _____
Mark A. Sain, President
Milwaukee Board of School Directors

Date: _____

Reviewed by Risk Management:

By: _____

Date: _____