

**(ATTACHMENT 1) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e)
AND ISSUE A CONTRACT TO CHARTER COMMUNICATIONS**

**MILWAUKEE BOARD OF SCHOOL DIRECTORS CONTRACT
FOR LEASED METRO ETHERNET SERVICES**

This Contract is being entered into by and between Charter Communications Operating, LLC (“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 1062 (“the RFP”).

1. SCOPE OF WORK

- A. Services. Service Provider shall provide leased Metro Ethernet services as described in the RFP. Section 2.0 of the RFP is fully incorporated in this Contract. Service Provider must provide bandwidth as indicated in the table attached hereto as Exhibit 1 and incorporated by reference. MPS’s network consists of 2 core sites: “CS - Administration” at 5225 W. Vliet Street, Milwaukee, WI and “Technology Center” located at 6620 W. Capitol Drive, Milwaukee, WI. A preliminary list of Schools/Non-Instructional Facilities is attached hereto as Exhibit 2 and incorporated by reference. Sites may be added or deleted throughout the contract period as sites close and/or open.
- B. Network Reliability. The leased Metro Ethernet service must be available 24 hours a day, 365 days a year. The service must perform 99.99% of the time during any calendar month in accordance with all applicable networking standards.
- C. Repair Response Time. Service Provider shall remedy any loss of service within 4 hours of either notification or identification of such loss of service. Response time will commence upon the earlier of either notification by MPS or determination by the Service Provider of such loss of service.
- D. Additions. Additional sites and/or services requested by MPS during any term of this Contract must be fully operational within 15 calendar days of such request to Service Provider if construction is not required and 30 days if construction is required.
- E. Personnel. Service Provider shall provide, at its own expense, all personnel required to provide the services in a timely manner under this Contract.

2. TERM

- A. Initial Term. This Contract shall be in effect from July 1, 2022 through June 30, 2023.
- B. Commencement of Services. The leased Metro Ethernet services shall commence at 12:00:01 a.m. on July 1, 2022. MPS will provide a final Exhibit 2 including corresponding capacity requirements for each site to Service Provider no later than April 1, 2022. Each and every service site listed in Exhibit 2 to this Contract must be fully functional and receiving the

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services described in the RFP at that time or it will be a material breach of this Contract and MPS may assess damages as described in ¶ 12.

- C. Extension Terms. There is a possibility of four additional one-year extension terms, to be exercised solely in the discretion of MPS. MPS will provide a final updated Exhibit 2 to Service Provider no later than 90 days before the commencement date of any extension term. Each and every service site listed in an updated Exhibit 2 must be fully functional and receiving the services described in the RFP at that time or it will be a material breach of this Contract and MPS may assess damages as described in ¶ 12.

3. CONTRACT AMOUNT

- A. Initial Term. The total costs of the services under this Contract shall not exceed \$1,439,987.00 in the Initial Term.
- B. Fixed Prices. The Cost Proposal Worksheet of Service Provider's Response to the RFP is attached hereto as Exhibit 3 and incorporated fully by reference. The prices listed therein are fixed and will not change during any term of this Contract.
- C. No Additional Charges. MPS will not pay any charges, regardless of how characterized, not set forth in Exhibit 3. It is the express agreement of the parties that the only charges to be assessed pursuant to this Contract are a fixed monthly cost for services per site. No additional surcharges, fees, taxes or installation charges will be assessed to MPS.

4. INVOICING

Section 3.0 of the RFP is fully incorporated in this Contract.

- A. Separate Invoices. Separate invoices are required for: 1) E-Rate eligible locations and services; and 2) E-Rate ineligible locations and services.
- B. Summaries. MPS will provide summaries of the services ordered and the corresponding locations, together with all costs. It is the burden of the Service Provider to reconcile, to MPS's satisfaction in its sole discretion, Service Provider's invoices to those summaries.
- C. Monthly Cycles. All invoices must be based on a first-of-the-month through end-of-the-month cycle.
- D. Manual Invoices. All invoices must be manually created in a form and format which MPS has approved.
- E. No Advance Payments. Invoices may only be submitted after services have been provided, as MPS does not pay in advance for services.
- F. Errors Repaid By Check. 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 the notification of such error.

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- G. E-Rate Invoicing Method. 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.
- H. Invoicing Address. Invoices must be submitted to: Chad Meyer, Senior Director of Technology, 5225 W. Vliet Street, Milwaukee, WI 53208.
- I. Prompt Pay. 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.

5. MODIFICATIONS OR CHANGES TO SERVICES OR SITES

- A. Form. Any modification or change to services, or sites receiving services, during the term of this Contract will be made pursuant to a Contract Addendum, a sample of which is attached hereto as Example 1.
- B. Coterminous. Any services, or sites receiving services, added during the course of this Contract must be coterminous with, (or end the same time as), this Contract, including any extensions hereto.
- C. Authority. The Senior Director of Technology, or his/her designee, is the only person with authority to modify or change the services, or sites receiving services, identified in this Contract. Any designation of an individual to act on his/her behalf must be made in writing.
- D. Actions Taken Without Authority. In the event Service Provider modifies or changes the services, or sites receiving services, identified in this Contract without the authority of the Senior Director of Technology, or his/her designee, MPS will not be responsible for any charges associated with such modification or change.

6. CHANGE OF SERVICE PROVIDER

MPS reserves the right to terminate this Contract and contract with an alternative service provider for provision of this service 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 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.

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7. 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 to MPS under this Contract, 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 service 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.

8. 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 services. MPS may also deem Service Provider ineligible to participate in future contracts with MPS.

9. INDEMNITY; LIMITATION OF LIABILITY

Notwithstanding any references to the contrary, Service Provider assumes full liability, subject to the limitation of liability below, 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, subject to the limitation of liability below, 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. 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, subject to the limitation of liability below, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

Subject to the limitation of liability below, Service Provider shall indemnify MPS against all liability, loss and/or expenses by reasons 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.

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Limitation of Liability. Subject to the limitations in this Contract, Service Provider's maximum aggregate liability to MPS with respect to any claims that arise during the term of the Contract (and any renewals thereof) shall not exceed \$3,600,000.00 (three million, six hundred thousand dollars).

Service Provider shall not be responsible for any losses, liability or damages arising as a result of: (i) the unavailability of the service, including the inability to reach 911 or any other emergency services; (ii) the inability to contact a security system or remote medical or other monitoring service provider; or (iii) any failure or fault relating to customer-provided equipment, facilities, or services, except to the extent in the case of items (i) or (ii) above such loss, liability or damage is caused by Service Provider's failure to comply with applicable law, including the requirements of the Federal Communications Commission.

The foregoing limitation of liability shall not apply to claims that arise as a result of physical damage to personal or real property or bodily injury, including death, directly caused by the negligent or willful misconduct of Service Provider, its employees or contractors, at the site(s) as a direct result from Service Provider's installation, removal or maintenance at MPS's locations of the Service Provider's equipment ("Personal Injury and Property Damage Claims"), provided that, notwithstanding anything to the contrary contained herein, in no event shall Service Provider be liable for any indirect, consequential, special, reliance or punitive damages related to the Personal Injury and Property Damage Claims, even if advised of the possibility thereof.

Service Provider shall have full authority to settle any claims described in this section; provided, however, that it may not enter into any settlement without MPS's advance written consent, which shall not be unreasonably withheld or delayed, in which (A) a full and final release of such claim in favor of MPS is not obtained as a result of the settlement, or (B) any admission or affirmative obligation is required or placed upon MPS.

10. BACKGROUND CHECKS

Service Provider will conduct, at Service Provider'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.

Service Provider 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 Service Provider 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 10 failure to submit background checks to MPS as outlined herein; allowing services to be provided

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by an individual who has not be subjected to a background check as outlined herein; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined herein.

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 and agents, shall rest with Service Provider. Service Provider and its subcontractors shall effect and maintain the following 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/\$500,00 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.

“Milwaukee Board of School Directors” shall be named as an additional insured under Service Provider’s and its subcontractors’ commercial general liability insurance and umbrella liability insurance. The umbrella (excess) liability policy must provide excess commercial general liability, automobile liability, and employers liability. 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. 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 in addition to any monetary damages.

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.

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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 five (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 within five (5) days. In the event prior to the effective date of termination. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for any uncompleted portion, or for any materials or services 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. Failure to maintain the required certificates of insurance, permits, licenses and/or bonds will be cause for termination.

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. ASSIGNMENT LIMITATION & STAFFING

Service Provider shall neither assign nor subcontract obligations without the prior written consent of MPS. If Service Provider assigns, delegates, or subcontracts its 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 the cost of MPS to obtain like services from another Service Provider.

MPS reserves the right to request a substitution of personnel (*e.g.*, project leader, staff, etc.). 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 of this Contract. Likewise, if Service Provider finds it necessary to replace staff assigned to the MPS project, MPS shall have the absolute right to approve of said substitute.

16. LIVING WAGE

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."

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17. NOTICES

Notice to Service Provider shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to: Jeffrey S. Painting, SVP, Enterprise Sales and Mktg, Ent Management, Charter Communications Operating, LLC, 12405 Powerscourt Dr., St. Louis, MO 63131.

Notice to MPS shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to: Chad Meyer, Senior Director of Technology, P.O. Box 2181, Milwaukee, WI 53201-2181 with an electronic copy to adamczj@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.

19. INTEGRATION / SEVERABILITY

This Contract and its Exhibits 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. With the sole exception being any modification or change to services procured via a Contract Addendum, an example of which is attached hereto as Example 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 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 RFP and any attachments; 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.

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 143050436. Service Provider identified its FCC Registration Number ("FCCRN") is 0002526580. 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

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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.

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

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 Service Provider for any work that Service Provider is unable to perform due to acts 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 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.

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26. MPS LOGO/PUBLICITY

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 Director of Communications and Outreach and MPS's Senior Director of Technology.

27. RECORDS

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 E-Rate requirements regarding recordkeeping, document retention, production of records, audits, and inspections set forth in 47 C.F.R. § 54.516. Service Provider shall also assume responsibility for its subcontractors' compliance with the same. 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 current 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 services specified and furnish proof of such licensing authorization and permits with this Contract, 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 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. SERVICE PROVIDER'S PROPRIETARY RIGHTS & CONFIDENTIALITY

All materials including, but not limited to, any Service Provider equipment, (including related firmware), software, data and information provided by Service Provider, any identifiers or passwords used to access the service or otherwise provided by Service Provider, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Contract or to provide the services, (collectively "Service Provider materials"), shall remain the sole and exclusive property of Service Provider or its suppliers. MPS shall acquire no interest in the Service Provider materials by virtue of the payments provided for herein.

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MPS may use the Service Provider materials solely for MPS's use of the services. MPS may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the Service Provider materials, in whole or in part, or use them for the benefit of any third party. All rights in the Service Provider materials not expressly granted to MPS herein are reserved to Service Provider. MPS shall not open, alter, misuse, tamper with or remove Service Provider's equipment as and where installed by Service Provider, and shall not remove any markings or labels from the Service Provider's equipment indicating Service Provider's (or its suppliers) ownership or serial numbers. MPS agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Service Provider materials and any other information and materials provided by Service Provider in connection with this Contract, that are identified or marked as confidential or are otherwise reasonably understood to be confidential.

Pursuant to the FCC's E-rate Modernization Order (FCC14-99) released July 23, 2014, the Commission provided notice to 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.

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.

31. 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.

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

Charter Communications Operating, LLC
(Vendor #V031535)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Jeffrey S. Painting
SVP, Enterprise Sales and Mktg, Ent Management

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

Date: _____

Date: _____

Address:
12405 Powerscourt Dr.
St. Louis, MO 63131

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

Date: _____

Tax Id:

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

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

Date: _____

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**EXHIBIT 1
TO MILWAUKEE BOARD OF SCHOOL DIRECTORS CONTRACT
FOR LEASED METRO ETHERNET SERVICES**

| Between | | Minimum Bandwidth Capacities (at the time of service start) | Additional Bandwidth Capacities |
|--------------------------------------|-------------------|--|---|
| Technology Center | CS-Administration | 20 Gbps | 30 Gbps 40 Gbps 50 Gbps 60 Gbps 80 Gbps 100 Gbps |
| CS-Administration | Technology Center | 1 Gbps | 10 Gbps 20 Gbps 30 Gbps 40 Gbps 60 Gbps |
| CS-Administration | WAN/Cloud | 100 Gbps | 50 Gbps 200 Gbps 250 Gbps 300 Gbps 350 Gbps 400 Gbps 450 Gbps 500 Gbps 600 Gbps 800 Gbps |
| Technology Center | WAN/Cloud | 100 Gbps | 50 Gbps 200 Gbps 250 Gbps 300 Gbps 350 Gbps 400 Gbps 450 Gbps 500 Gbps 600 Gbps 800 Gbps |
| Schools/Non-Instructional Facilities | WAN/Cloud | 500 Mbps 1 Gbps 2 Gbps 4 Gbps 6 Gbps | 3 Gbps 5 Gbps 8 Gbps 10 Gbps 12 Gbps 14 Gbps 18 Gbps 20 Gbps 22 Gbps |

**(ATTACHMENT 1) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e)
AND ISSUE A CONTRACT TO CHARTER COMMUNICATIONS**

| EXHIBIT 2 TO MILWAUKEE BOARD OF SCHOOL DIRECTORS CONTRACT FOR LEASED METRO ETHERNET SERVICES | | | |
|---|------------------------|-----------------|---|
| School/Non-Instructional Facility | Address | Zip Code | Sites Receiving 10 Gbps Handoff at Service Start |
| ACCELERATED LEARNING | 3727 S 78TH STREET | 53220 | |
| ALBA (076) | 1712 S 32ND STREET | 53215 | |
| ALCOTT ELEMENTARY SCHOOL | 3563 S 97TH STREET | 53228 | |
| ALLEN FIELD ELEMENTARY SCHOOL | 730 W LAPHAM BLVD. | 53204 | |
| ANDREW S. DOUGLAS SCHOOL | 3620 N 18TH STREET | 53206 | |
| AUDUBON MIDDLE SCHOOL | 3300 S 39TH STREET | 53215 | Yes |
| AUER AVENUE ELEMENTARY SCHOOL | 2319 W AUER AVENUE | 53206 | |
| BARACK OBAMA SCHOOL OF CAREER AND TECHNICAL EDUCATION | 5075 N SHERMAN BLVD | 53209 | Yes |
| BARTON ELEMENTARY SCHOOL | 5700 W GREEN TREE ROAD | 53223 | |
| BAY VIEW HIGH SCHOOL | 2751 S LENOX STREET | 53207 | Yes |
| BAY VIEW MONTESSORI LOWER CAMPUS | 357 E HOWARD AVENUE | 53207 | |
| BAY VIEW MONTESSORI UPPER CAMPUS (Annex) | 619 E DOVER STREET | 53207 | |
| BETHUNE ACADEMY (356) | 1535 N 35TH STREET | 53208 | |
| BRADLEY TECH HS | 700 S 4TH STREET | 53204 | Yes |
| BROWN STREET ACADEMY | 2029 N 20TH STREET | 53205 | |
| BROWNING ELEMENTARY SCHOOL | 5440 N 64TH STREET | 53218 | |
| BRUCE ELEMENTARY SCHOOL | 6453 N 89TH STREET | 53224 | |
| BRYANT ELEMENTARY SCHOOL | 8718 W THURSTON AVENUE | 53225 | |
| BURBANK ELEMENTARY SCHOOL | 6035 W ADLER STREET | 53214 | |
| BURDICK ELEMENTARY SCHOOL | 4348 S GRIFFIN AVENUE | 53207 | |
| CARSON ACADEMY | 4920 W CAPITOL DRIVE | 53216 | |
| CARVER ACADEMY (102) | 1900 N 1ST STREET | 53212 | |
| CASS STREET ELEMENTARY SCHOOL | 1647 N CASS STREET | 53202 | |
| CLARKE STREET ELEM SCHOOL | 2816 W CLARKE STREET | 53210 | |

**(ATTACHMENT 1) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e)
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| | | | |
|--------------------------------|-----------------------------------|-------|--|
| CLEMENS ELEMENTARY SCHOOL | 3600 W HOPE AVENUE | 53216 | |
| CLEMENT AVE ELEMENTARY SCHOOL | 3666 S CLEMENT AVENUE | 53207 | |
| CONGRESS ELEMENTARY SCHOOL | 5225 W LINCOLN CREEK DRIVE | 53218 | |
| COOPER ELEMENTARY SCHOOL | 5143 S 21ST STREET | 53221 | |
| CRAIG MONTESSORI SCHOOL | 7667 W CONGRESS STREET | 53218 | |
| CURTIN ELEMENTARY SCHOOL | 3450 S 32ND STREET | 53215 | |
| DOERFLER ELEMENTARY SCHOOL | 3014 W SCOTT STREET | 53215 | |
| DR MARTIN L KING JR ELEM SCH | 3275 N THIRD STREET | 53212 | |
| EIGHTY-FIRST ST ELEM SCHOOL | 2964 N 81ST STREET | 53222 | |
| ELM CREATIVE ARTS ELEM SCHOOL | 900 W WALNUT STREET | 53205 | |
| EMERSON ELEMENTARY SCHOOL | 9025 W LAWRENCE AVENUE | 53225 | |
| ENGLEBURG ELEMENTARY SCHOOL | 5100 N 91ST STREET | 53225 | |
| FAIRVIEW ELEMENTARY SCHOOL | 6500 W KINNICKINNIC RIVER PARKWAY | 53219 | |
| FERNWOOD ELEMENTARY SCHOOL | 3239 S PENNSYLVANIA AVENUE | 53207 | |
| FIFTY-THIRD STREET ELEM SCHOOL | 3618 N 53RD STREET | 53216 | |
| FOREST HOME AVE ELEM SCHOOL | 1516 W FOREST HOME AVENUE | 53204 | |
| FRANCES STARMS DISCOVERY CTR | 2035 N 25TH STREET | 53205 | |
| FRANKLIN ELEMENTARY SCHOOL | 2308 W NASH STREET | 53206 | |
| FRATNEY ELEMENTARY SCHOOL | 3255 N FRATNEY STREET | 53212 | |
| GAENSLER ELEMENTARY SCHOOL | 1250 E BURLEIGH STREET | 53212 | |
| GARLAND ELEMENTARY SCHOOL | 3120 W GREEN AVENUE | 53221 | |
| GOLDA MEIR SCHOOL | 1555 N DR MARTIN LUTHER KING DR | 53212 | |
| GOLDA MEIR SCHOOL (Annex) | 227 W PLEASANT STREET | 53212 | |
| GOODRICH ELEMENTARY SCHOOL | 8251 N CELINA STREET | 53224 | |
| GRANT ELEMENTARY SCHOOL | 2920 W GRANT STREET | 53215 | |
| GRANTOSA DRIVE ELEM SCHOOL | 4850 NORTH 82ND STREET | 53218 | |
| GREEN TREE PREPARATORY ACADEMY | 6850 N 53RD STREET | 53223 | |
| GREENFIELD ELEMENTARY SCHOOL | 1711 S 35TH STREET | 53215 | |

**(ATTACHMENT 1) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e)
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| | | | |
|------------------------------------|---------------------------|-------|-----|
| HAMILTON HIGH SCHOOL | 6215 W WARNIMONT AVENUE | 53220 | Yes |
| HAMPTON ELEMENTARY SCHOOL | 5000 N 53RD STREET | 53218 | |
| HARTFORD AVE ELEMENTARY SCHOOL | 2227 E HARTFORD AVENUE | 53211 | |
| HAWLEY ENVIRONMENTAL SCHOOL | 5610 W WISCONSIN AVENUE | 53213 | |
| HAWTHORNE ELEMENTARY SCHOOL | 6945 N 41ST STREET | 53209 | |
| HAYES BILINGUAL SCHOOL | 971 W WINDLAKE AVENUE | 53204 | |
| HI-MOUNT BLVD ELEMENTARY SCH | 4921 W GARFIELD AVENUE | 53208 | |
| HOLMES ELEMENTARY SCHOOL | 2463 N BUFFUM | 53212 | |
| HOPKINS AND LLOYD COMMUNITY SCHOOL | 1503 W HOPKINS STREET | 53206 | |
| HUMBOLDT PARK ELEM SCHOOL | 3230 S ADAMS AVENUE | 53207 | |
| IDEAL | 1420 W GOLDCREST AVENUE | 53221 | |
| JACKSON ELEM. (377) | 2121 W HADLEY STREET | 53206 | |
| JAMES GROPPY HIGH SCHOOL | 1312 N 27TH STREET | 53208 | Yes |
| KAGEL ELEMENTARY SCHOOL | 1210 W MINERAL STREET | 53204 | |
| KEEFE AVENUE ELEMENTARY SCHOOL | 1618 W KEEFE AVENUE | 53206 | |
| KILBOURN ELEMENTARY SCHOOL | 5354 N 68TH STREET | 53218 | |
| KING HIGH SCHOOL | 1801 W OLIVE STREET | 53209 | Yes |
| KING MS (020) | 121 E HADLEY STREET | 53212 | |
| KLUGE ELEMENTARY SCHOOL | 5760 N 67TH STREET | 53218 | |
| L. BARBEE MONTESSORI | 4456 N TEUTONIA AVENUE | 53209 | |
| LAFOLLETTE ELEMENTARY SCHOOL | 3239 N NINTH STREET | 53206 | |
| LANCASTER ELEMENTARY SCHOOL | 4931 N 68TH STREET | 53218 | |
| LINCOLN AVE ELEMENTARY SCHOOL | 1817 W LINCOLN AVENUE | 53215 | |
| LINCOLN MIDDLE SCHOOL OF ARTS | 820 E KNAPP STREET | 53202 | |
| LONGFELLOW ELEMENTARY SCHOOL | 1021 S 21ST STREET | 53204 | |
| LOWELL ELEMENTARY SCHOOL | 4360 S 20TH STREET | 53221 | |
| MACDOWELL MONTESSORI SCHOOL | 6415 W MT VERNON AVENUE | 53213 | |
| MADISON ACADEMIC (069) | 8135 W FLORIST AVENUE | 53218 | Yes |
| MANITOBA ELEMENTARY SCHOOL | 4040 W FOREST HOME AVENUE | 53215 | |

**(ATTACHMENT 1) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e)
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| | | | |
|---|-------------------------|-------|-----|
| MAPLE TREE ELEMENTARY SCHOOL | 6644 N 107TH STREET | 53224 | |
| MARSHALL HIGH SCHOOL | 4141 N 64TH STREET | 53216 | Yes |
| MARVIN PRATT ELEMENTARY SCHOOL | 5131 N GREEN BAY AVENUE | 53209 | |
| MARYLAND ELEMENTARY SCHOOL | 2418 N MARYLAND AVENUE | 53211 | |
| MILW ACAD OF CHINESE (082) | 2430 W WISCONSIN AVENUE | 53233 | |
| MILWAUKEE FRENCH IMMERSION SCH | 2360 N 52ND ST | 53210 | Yes |
| MILWAUKEE GERMAN IMMERSION SCH | 3778 N 82ND STREET | 53222 | |
| MILWAUKEE HIGH SCH OF THE ARTS | 2300 W HIGHLAND AVENUE | 53233 | Yes |
| MILWAUKEE PARKSIDE SCHOOL FOR THE ARTS | 2969 S HOWELL AVENUE | 53207 | Yes |
| MILWAUKEE SCHOOL OF LANGUAGE | 8400 W BURLEIGH STREET | 53222 | Yes |
| MILWAUKEE SPANISH IMMERSN SCH | 2765 S 55TH STREET | 53219 | |
| MILWAUKEE SPANISH IMMERSN SCH--LOWER CAMPUS (Annex) | 3575 S 88TH STREET | 53228 | |
| MITCHELL ELEMENTARY SCHOOL | 1728 S 23RD STREET | 53204 | |
| MORGANDALE ELEMENTARY SCHOOL | 3635 S 17TH STREET | 53221 | |
| MORSE MIDDLE SCHOOL FOR THE GIFTED AND TALENTED | 6700 N 80TH STREET | 53223 | Yes |
| NEESKARA ELEMENTARY SCHOOL | 1601 N HAWLEY ROAD | 53208 | |
| NINETY-FIFTH ST ELEM SCHOOL | 3707 N 94TH STREET | 53222 | |
| NORTH DIVISION HIGH SCHOOL | 1011 W CENTER STREET | 53206 | Yes |
| PARKVIEW ELEMENTARY SCHOOL | 10825 W VILLARD AVENUE | 53225 | |
| PROJECT S T A Y | 609 N EIGHTH STREET | 53233 | |
| PULASKI HIGH SCHOOL | 2500 W OKLAHOMA AVENUE | 53215 | Yes |
| RALPH H. METCALFE SCHOOL | 3400 W NORTH AVENUE | 53208 | |
| REAGAN PREP HS | 4965 S. 20TH STREET | 53221 | Yes |
| RILEY ELEMENTARY SCHOOL | 2424 S FOURTH STREET | 53207 | |
| RIVER TRAIL ELEMENTARY SCHOOL | 12021 W FLORIST AVENUE | 53225 | |
| RIVERSIDE UNIVERSITY HIGH SCH | 1615 E LOCUST STREET | 53211 | Yes |
| RIVERWEST ELEMENTARY SCHOOL | 2765 N FRATNEY | 53212 | Yes |

**(ATTACHMENT 1) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e)
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| | | | |
|---------------------------------|--------------------------|-------|-----|
| | STREET | | |
| ROGERS STREET ACADEMY (318) | 2430 W ROGERS STREET | 53204 | |
| ROOSEVELT MIDDLE SCH OF ARTS | 800 W WALNUT STREET | 53205 | |
| SHERMAN MULTICULTURAL ARTS SCH | 5110 W LOCUST STREET | 53210 | |
| SIEFERT ELEMENTARY SCHOOL | 1547 N 14TH STREET | 53205 | |
| SOUTH DIVISION HIGH SCHOOL | 1515 W LAPHAM BOULEVARD | 53204 | Yes |
| STARMS EARLY CHILDHOOD CENTER | 2616 W GARFIELD AVENUE | 53205 | |
| STORY ELEMENTARY SCHOOL | 3815 W KILBOURN AVENUE | 53208 | |
| STUART ELEMENTARY SCHOOL | 7001 N 86TH STREET | 53224 | |
| THOREAU ELEMENTARY SCHOOL | 7878 N 60TH STREET | 53223 | |
| THURSTON WOODS ELEM SCHOOL | 5966 N 35TH STREET | 53209 | |
| TOWNSEND STREET ELEM SCHOOL | 3360 N SHERMAN BOULEVARD | 53216 | |
| TRANSITION HIGH SCHOOL | 1940 N 36TH STREET | 53208 | |
| TROWBRIDGE STREET ELEM SCHOOL | 1943 E TROWBRIDGE STREET | 53207 | |
| VICTORY ELEMENTARY SCHOOL | 2222 W HENRY AVENUE | 53221 | |
| VIEAU ELEMENTARY SCHOOL | 823 S 4TH STREET | 53204 | |
| VINCENT HIGH SCHOOL | 7501 N GRANVILLE ROAD | 53224 | Yes |
| WEDGEWOOD PARK (085) | 6506 W WARNIMONT AVENUE | 53220 | Yes |
| WESTSIDE ACADEMY I | 1945 N 31ST STREET | 53208 | |
| WHITMAN ELEMENTARY SCHOOL | 4200 S 54TH STREET | 53220 | |
| WHITTIER ELEMENTARY SCHOOL | 4382 S THIRD STREET | 53207 | |
| WHS-TECHNOLOGY | 2525 N SHERMAN BLVD. | 53210 | Yes |
| WIS. CONSER. LL | 1017 N 12TH STREET | 53233 | |
| ZABLOCKI ELEMENTARY SCHOOL | 1016 W OKLAHOMA AVENUE | 53215 | |
| CS-ADMINISTRATION | 5225 W VLIET STREET | 53208 | |
| FACILITIES AND MAINTENANCE | 1124 N 11TH STREET | 53233 | Yes |
| SCHOOL SAFETY | 3841 W ST PAUL AVENUE | 53208 | |
| TECHNOLOGY CENTER | 6620 W CAPITOL DRIVE | 53216 | |
| BEULAH BRINTON COMMUNITY CENTER | 2555 S BAY STREET | 53207 | |
| GRANT GORDON LEARNING CENTER | 921 W MEINECKE AVE | 53206 | |

**(ATTACHMENT 1) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e)
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| | | | |
|--|---------------------------|-------|--|
| MILWAUKEE COUNTY YOUTH EDUCATION CENTER | 949 N 9TH STREET | 53233 | |
| O.A.S.I.S | 2414 W MITCHELL STREET | 53204 | |
| SUCCESS CENTER--GREEN BAY CAMPUS | 3872 N 8TH STREET | 53206 | |

**(ATTACHMENT 1) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e)
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EXHIBIT 3

TAB A COST PROPOSAL WORKSHEET

Spectrum Enterprise Response

| Cost Proposal Worksheet--Leased Metro Ethernet Services--Pricing Model #1* (Provide in Tab A) | | | | | | |
|--|---|--|--|---|---|---------------------------|
| | E-rate Eligible Monthly Cost Per Site | Installation per (if applicable) | E-rate Eligible Mandatory Surcharges/Fees (if applicable) | Cost Basis upon which to apply E-rate Eligible Mandatory Surcharges/Fees (if applicable) | E-rate Ineligible Monthly Cost Per Site | Identify Ineligible Items |
| 500 Mbps | \$195.07 | \$0 | \$2.07 | \$193 | \$0 | N/A |
| 1 Gbps | \$390.13 | \$0 | \$4.13 | \$386 | \$0 | N/A |
| 2 Gbps | \$672.12 | \$0 | \$7.12 | \$665 | \$0 | N/A |
| 4 Gbps | \$1,050.12 | \$0 | \$11.12 | \$1,039 | \$0 | N/A |
| 6 Gbps | \$1,130.97 | \$0 | \$11.97 | \$1,119 | \$0 | N/A |
| 20 Gbps | \$2,203.33 | \$0 | \$23.33 | \$2,180 | \$0 | N/A |
| 100 Gbps | \$7,175.97 | \$0 | \$75.97 | \$7,100 | \$0 | N/A |
| <p>* Please note that the expectation is that the capacities required at the time of service start will be those outlined in the column labeled "Minimum Bandwidth Capacities" but may also include those outlined in the column labeled "Additional Bandwidth Increments" in RFP Item 2.1. Service Provider responses will be evaluated based on the evaluation criteria in Proposal Item 7.0, with 32% of the points being assigned to Pricing Model #1 plus 8% of the points being assigned to pricing Model #2 for a total of 40% of the total points being assigned to price as the primary factor.</p> | | | | | | |
| <p>Please Note that Ethernet Rates are Per Uni/Site. For Requested bandwidth connectivity for Circuit between Technology Center and CS-Administration and requested bandwidth connectivity for Circuit between CS-Administration and Technology, multiply selected bandwidth by 2 (This is Spectrum Enterprise Ethernet Private Line (EPL) service).</p> | | | | | | |
| <p>Please Note that Ethernet Rates are per Uni/site. For all requested bandwidth connectivity between CS-Administration and WAN/Cloud, Technology Center and WAN/Cloud and Schools/Non-Instructional Facilities and WAN/Cloud, there is only one charge for selected bandwidth at each MPS site. Multiply selected bandwidth by 1. This is Spectrum Enterprise ELAN service)</p> | | | | | | |

Estimated rates are subject to change, Spectrum has included the rate for the Federal Intrastate Fee below:
 Federal - RRF intrastate *1.070%*

**(ATTACHMENT 1) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e)
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Spectrum Enterprise Response

Cost Proposal Worksheet--Leased Metro Gigabit Ethernet--Pricing Model #2**

| | E-rate Eligible Monthly Cost Per Site | Installation Cost per Circuit (if applicable) | E-rate Eligible Mandatory Surcharges/Fees (if applicable) | Cost Basis upon which to apply E-rate Eligible Mandatory Surcharges/Fees (if applicable) | E-rate Ineligible Monthly Cost Per Site | Identify Ineligible Items |
|--|---------------------------------------|---|---|--|---|---------------------------|
| 3 Gbps | \$1,008.68 | \$0 | \$10.68 | \$998 | \$0 | N/A |
| 5 Gbps | \$1,090.55 | \$0 | \$11.55 | \$1,079 | \$0 | N/A |
| 8 Gbps | \$1,171.40 | \$0 | \$12.40 | \$1,159 | \$0 | N/A |
| 10 Gbps | \$1,211.83 | \$0 | \$12.83 | \$1,199 | \$0 | N/A |
| 12 Gbps | \$1,455.41 | \$0 | \$15.41 | \$1,440 | \$0 | N/A |
| 14 Gbps | \$1,697.98 | \$0 | \$17.98 | \$1,680 | \$0 | N/A |
| 18 Gbps | \$2,183.11 | \$0 | \$23.11 | \$2,160 | \$0 | N/A |
| 20 Gbps | \$2,203.33 | \$0 | \$23.33 | \$2,180 | \$0 | N/A |
| 22 Gbps | \$2,423.66 | \$0 | \$25.66 | \$2,398 | \$0 | N/A |
| 30 Gbps | \$3,304.99 | \$0 | \$34.99 | \$3,270 | \$0 | N/A |
| 40 Gbps | \$4,157.01 | \$0 | \$44.01 | \$4,113 | \$0 | N/A |
| 50 Gbps | \$4,619.91 | \$0 | \$48.91 | \$4,571 | \$0 | N/A |
| 60 Gbps | \$4,988.82 | \$0 | \$52.82 | \$4,936 | \$0 | N/A |
| 80 Gbps | \$5,727.64 | \$0 | \$60.64 | \$5,667 | \$0 | N/A |
| 100 Gbps | \$7,175.97 | \$0 | \$75.97 | \$7,100 | \$0 | N/A |
| 200 Gbps | \$13,947.66 | \$0 | \$147.66 | \$13,800 | \$0 | N/A |
| 250 Gbps | \$17,181.90 | \$0 | \$181.90 | \$17,000 | \$0 | N/A |
| 300 Gbps | \$20,315.07 | \$0 | \$215.07 | \$20,100 | \$0 | N/A |
| 350 Gbps | \$23,347.17 | \$0 | \$247.17 | \$23,100 | \$0 | N/A |
| 400 Gbps | \$26,278.20 | \$0 | \$278.20 | \$26,000 | \$0 | N/A |
| 450 Gbps | \$29,108.16 | \$0 | \$308.16 | \$28,800 | \$0 | N/A |
| 500 Gbps | \$31,837.05 | \$0 | \$337.05 | \$31,500 | \$0 | N/A |
| 600 Gbps | \$37,598.04 | \$0 | \$398.04 | \$37,200 | \$0 | N/A |
| 800 Gbps | \$48,513.60 | \$0 | \$513.60 | \$48,000 | \$0 | N/A |
| <p>** Please note that the expectation is that the capacities required for any voluntary extension period(s) may, in addition to those capacities identified in cost Pricing Model #1, be those outlined in this Pricing Model # 2. Service Provider responses will be evaluated based on the evaluation criteria in Proposal Item 7.0, with 32% of the points being assigned to Pricing Model #1 plus 8% of the points being assigned to pricing Model #2 for a total of 40% of the total points being assigned to price as the primary factor.</p> | | | | | | |
| <p>Please Note that Ethernet Rates are Per Uni/Site. For Requested bandwidth connectivity for Circuit between Technology Center and CS-Administration and requested bandwidth connectivity for Circuit between CS-Administration and Technology, multiply selected bandwidth by 2 (This is Spectrum Enterprise Ethernet Private Line (EPL) service). Multiply selected bandwidth by 2 (This is Spectrum Enterprise Ethernet Private Line (EPL) service).</p> | | | | | | |
| <p>Please Note that Ethernet Rates are per Uni/site. For all requested bandwidth connectivity between CS-Administration and WAN/Cloud, Technology Center and WAN/Cloud and Schools/Non-Instructional Facilities and WAN/Cloud, there is only one charge for selected bandwidth at each MPS site. Multiply selected bandwidth by 1. This is Spectrum Enterprise ELAN service)</p> | | | | | | |

**(ATTACHMENT 1) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e)
AND ISSUE A CONTRACT TO CHARTER COMMUNICATIONS**

EXAMPLE 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