

(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR027749

Contract Number: C026051

RFP Number 936

MILWAUKEE BOARD OF SCHOOL DIRECTORS CONTRACT FOR LEASED METRO ETHERNET SERVICES

This Contract is being entered into by and between Time Warner Cable Business 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 936 (“the RFP”).

1. SCOPE OF WORK

- A. Services. Service Provider shall provide leased Metro Ethernet service as described in the RFP. Section 2.0 of the RFP is fully incorporated in this Contract. Service Provider must provide scalable 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. Service Provider must also provide a dedicated connection to MPS’s Internet Access Service provider (“IASP”). This service also requires that each of the connections from each MPS School or Non-Instructional Facility to the WAN/Cloud have the ability to be segmented into two VLANs. A list of the MPS Schools and Non-Instructional Facilities, (each of which is a “site” for purposes of this Contract), to be served under this Contract is attached hereto as Exhibit 2 and incorporated herein by reference. The service shall include a managed network interface device as the network demarcation point at each site. The network interface device shall be owned, provided, and maintained by Service Provider and all costs associated with this service are already included in the prices quoted by Service Provider in its response to the RFP.
- B. Network Reliability. The leased Metro Ethernet service must be available 24 hours a day, 365 days a year. The service must perform 99.999% 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. Service Provider will use commercially reasonable efforts to promptly add sites and/or service requested by MPS during any term of this Contract. Typical installation interval is 30 days if construction is not required and 90 days if construction is required. This paragraph does not apply to sites added to the Contract pursuant to Exhibit 2, as noted in ¶ 2B, C.
- E. Personnel. Service Provider shall provide, at its own expense, all personnel required to provide the goods in a timely manner under this Contract.

2. TERM

- A. Initial Term. This Contract shall be in effect from July 1, 2017 through June 30, 2018.
- B. Commencement of Services. The leased Metro Ethernet services shall commence at 12:00:01 a.m. on July 1, 2017. MPS will provide a final Exhibit 2 to Service Provider no later than April 2, 2017. Each and every service site listed in Exhibit 2 to this Contract must be fully functional and receiving the services described in ¶ 1 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 ¶ 1 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 \$6,146,400.00 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 invoice 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.
- 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 goods, with Service Provider seeking reimbursement from USAC for the discounted portion. As such, all invoices from Service Provider must be based on the discount rate indicated in the Funding Commitment Decision Letter. Draft invoices and corresponding FCC Form 474 must be submitted to MPS for approval before Service Provider's submission to USAC for the discounted portion of the payment and to MPS for the non-discounted portion of the payment to ensure that only correct invoices are being submitted. MPS will attempt to pay correct and properly-submitted invoices for the non-discounted portion within 30 days of receipt.
- H. Invoicing Address. Invoices must be submitted to: Chad Meyer, Senior Director of Technology, P.O. Box 2181, Milwaukee, WI 53201-2181.
- 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 cause.

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

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

Notwithstanding any references to the contrary, Service Provider assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Service Provider shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to Service Provider, or that may result from the carelessness or neglect of Service Provider, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of Service Provider, against such persons, firms or corporations carrying out the provisions of this Contract for Service Provider, Service Provider assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

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

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 7; failure to submit background checks to MPS as outlined herein; allowing services to be provided 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 any insurance coverage, including, at a minimum, Workers' Compensation, Employers' Liability, Commercial General Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by the existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

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

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence/\$500,00 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 subcontractors’ general liability insurance and umbrella liability insurance. The umbrella (excess) liability policy must provide excess commercial general liability and automobile 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 and money damages insofar as they can be determined under the circumstances.

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

13. TERMINATION BY MPS - BREACH BY SERVICE PROVIDER

If Service Provider fails to fulfill its obligations under this Contract in a timely or proper manner, or breaches any of its provisions, MPS shall thereupon have the right to terminate this Contract by giving 30 days written notice before the effective date of termination of this Contract, specifying the alleged failures and/or breaches and the effective date of termination.

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

14. INDEPENDENT CONTRACTOR

Service Provider agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Service Provider has control over its internal work hours, location, and other details of its work, and MPS’s sole interest is to ensure that the services identified in Section 1 of this Contract shall be provided in a competent, timely and satisfactory manner in accordance with the terms of 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 or in any manner. Service Provider expressly covenants not to file any complaint, charge, or claim with any local, state or federal agency or court in which Service Provider claims to be, or to have been, an employee of MPS during the period of time covered by this Contract and that, if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Service Provider's behalf, Service Provider will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any benefits which may be extended to MPS employees, including any insurance or pension plans.

Service Provider further agrees 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 providing the services identified in this Contract.

15. ASSIGNMENT LIMITATION & STAFFING

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign or delegate its rights or obligations hereunder without the prior written consent of the other. If Service Provider assigns or delegates its rights or obligations without such consent, MPS shall have the right, in its sole discretion, to rescind this Contract and to declare the same null and void. In such event, Service Provider understands and agrees that it shall be liable for actual damages, which shall be, at a minimum, 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."

17. NOTICES

Notice to Service Provider shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to: Paul J. Molchany, Manager, Vertical Sales, 1320 N. Dr. Martin Luther King, Jr. Drive, Milwaukee, WI 53212-4002. A copy of any legal notice will be sent to: Charter Communications, Attn: Commercial Contracts Management, Dept: Corporate – Legal Operations, 12405 Powerscourt Drive, St. Louis, Missouri, 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 racekh@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 1, 2, 3, its Example 1, any subsequent addenda, the RFP 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.

In addition to the terms set forth in ¶ 5 regarding modifications and changes to services and sites receiving services, any other amendment or modification of any provision of this Contract shall not be effective unless the same shall be in writing and signed by persons with authority to bind the respective parties.

In the event of a conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: (1) this Contract; then (2) the RFP; and finally (3) Service Provider's Response to the RFP.

MPS shall not be bound by any terms and conditions included in Service Provider's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this Contract.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid term or provision were not contained herein.

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 143048275. Service Provider identified its FCC Registration Number ("FCCRN") is 0022373617. If, at any time during the term of this Contract, or extension hereof, Service Provider is no longer authorized to operate under either its SPIN and/or FCCRN, Service Provider shall notify MPS immediately. MPS shall have the right to terminate this Contract under such circumstances.

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

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

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

Neither MPS nor USAC will be liable to pay Service Provider for any work that Service Provider is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

25. NON-DISCLOSURE

Absent prior written consent of MPS's Senior Director of Technology, Service Provider shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether Service Provider is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Service Provider agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

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

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 Community Engagement and Senior Director of Technology.

27. RECORDS

Both parties understand that MPS is bound by Wisconsin's public records law, and as such, all of the terms of this Contract are subject to, and conditioned on, the provisions of Wis. Stat. § 19.21, *et seq.* Service Provider acknowledges that: it is obligated to assist MPS in retaining and producing records that are subject to these provisions; the failure to do so shall constitute a material breach of this Contract, and; Service Provider must defend and hold MPS harmless from liability under the law.

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

28. ADDITIONAL PROVISIONS

- A. Service Provider covenants to have any and all licenses, permits and certifications required to provide the services specified and keep them in effect for the term of this Contract. Failure to maintain the required licenses, permits and certifications shall be cause for termination of this Contract.
- B. Service Provider shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on providing the 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. 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.

30. 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.

31. HUB REQUIREMENT

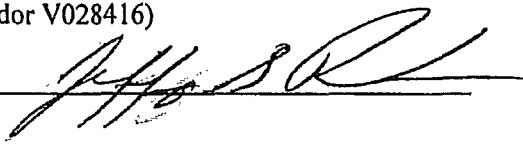
The HUB requirement on this contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 0 hours.

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

TIME WARNER CABLE BUSINESS, LLC

(Vendor V028416)

By: _____



Date: _____

7/31/17

Address:

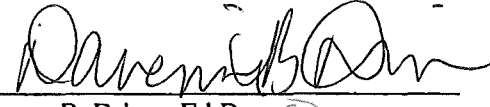
1320 North Dr. Martin Luther King Jr. Drive
Milwaukee, WI 53212

Tax Id: _____

Budget Code: _____

MILWAUKEE BOARD OF
SCHOOL DIRECTORS

By: _____

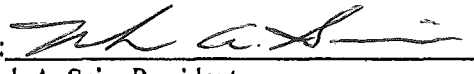


Darienne B. Driver, Ed.D.
Superintendent of Schools

Date: _____

1.31.17

By: _____



Mark A. Sain, President
Milwaukee Board of School Directors

Date: _____

11/31/17

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	40 Gbps 60 Gbps 80 Gbps 100 Gbps
CS-Administration	Technology Center	10 Gbps	20 Gbps 30 Gbps 40 Gbps 50 Gbps
CS-Administration	WAN/Cloud	200 Gbps	250 Gbps 300 Gbps 350 Gbps 400 Gbps 450 Gbps 500 Gbps 550 Gbps 600 Gbps
Technology Center	WAN/Cloud	200 Gbps	250 Gbps 300 Gbps 350 Gbps 400 Gbps 450 Gbps 500 Gbps 550 Gbps 600 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 22 Gbps

**EXHIBIT 2
TO MILWAUKEE BOARD OF SCHOOL DIRECTORS CONTRACT
FOR LEASED METRO ETHERNET SERVICES**

School/Non-Instructional Facility	Address	Zip Code
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
AUDUBON MIDDLE SCHOOL	3300 S 39TH STREET	53215
AUER AVENUE ELEMENTARY SCHOOL	2319 W AUER AVENUE	53206
BARACK OBAMA SCHOOL OF CAREER AND TECHNICAL EDUCATION	5075 N SHERMAN BLVD	53209
BARTON ELEMENTARY SCHOOL	5700 W GREEN TREE ROAD	53223
BAY VIEW MIDDLE AND HIGH SCHOOL	2751 S LENOX STREET	53207
BETHUNE ACADEMY (356)	1535 N 35TH STREET	53208
BRADLEY TECH HS	700 S 4TH STREET	53204
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
CLEMENS ELEMENTARY SCHOOL	3600 W HOPE AVENUE	53216
CLEMENT AVE ELEMENTARY SCHOOL	3666 S CLEMENT AVENUE	53207
COMMUNITY HS (004)	6700 N 80TH STREET	53223
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 (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

School/Non-Instructional Facility	Address	Zip Code
GREEN BAY ELEMENTARY SCHOOL	3872 N 8TH ST	53206
GREENFIELD ELEMENTARY SCHOOL	1711 S 35TH STREET	53215
HAMILTON HIGH SCHOOL	6215 W WARNIMONT AVENUE	53220
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
HOWARD AVENUE MONTESSORI SCHOOL	357 E HOWARD AVENUE	53207
HUMBOLDT PARK ELEM SCHOOL	3230 S ADAMS AVENUE	53207
IDEAL	1420 W GOLDCREST AVENUE	53221
JACKSON ELEM. (377)	2121 W HADLEY STREET	53206
JAMES GROPPi HIGH SCHOOL	1312 N 27TH STREET	53208
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
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
MANITOBA ELEMENTARY SCHOOL	4040 W FOREST HOME AVENUE	53215
MAPLE TREE ELEMENTARY SCHOOL	6644 N 107TH STREET	53224
MARSHALL HIGH SCHOOL	4141 N 64TH STREET	53216
MARYLAND ELEMENTARY SCHOOL	2418 N MARYLAND AVENUE	53211
MEIR ELEMENTARY SCHOOL	1555 N DR MARTIN LUTHER KING DR	53212
MILW ACAD OF CHINESE (082)	2430 W WISCONSIN AVENUE	53233
MILWAUKEE FRENCH IMMERSION SCH	2360 N 52ND ST	53210
MILWAUKEE GERMAN IMMERSION SCH	3778 N 82ND STREET	53222
MILWAUKEE HIGH SCH OF THE ARTS	2300 W HIGHLAND AVENUE	53233
MILWAUKEE PARKSIDE SCHOOL FOR THE ARTS	2969 S HOWELL AVENUE	53207
MILWAUKEE SCHOOL OF LANGUAGE	8400 W BURLEIGH STREET	53222
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
NEESKARA ELEMENTARY SCHOOL	1601 N HAWLEY ROAD	53208

School/Non-Instructional Facility	Address	Zip Code
NINETY-FIFTH ST ELEM SCHOOL	3707 N 94TH STREET	53222
NORTH DIVISION HIGH SCHOOL	1011 W CENTER STREET	53206
PARKVIEW ELEMENTARY SCHOOL	10825 W VILLARD AVENUE	53225
PIERCE ELEMENTARY SCHOOL	2765 N FRATNEY STREET	53212
PROJECT S T A Y	609 N EIGHTH STREET	53233
PULASKI HIGH SCHOOL	2500 W OKLAHOMA AVENUE	53215
RALPH H. METCALFE SCHOOL	3400 W NORTH AVENUE	53208
REAGAN PREP HS	4965 S. 20TH STREET	53221
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
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
SILVER SPRING ELEM SCHOOL	5131 N GREEN BAY AVENUE	53209
SOUTH DIVISION HIGH SCHOOL	1515 W LAPHAM BOULEVARD	53204
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	2610 W NORTH AVENUE	53205
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
WEDGEWOOD PARK (085)	6506 W WARNIMONT AVENUE	53220
WESTSIDE ACADEMY I	1945 N 31ST STREET	53208
WESTSIDE ACADEMY II (Annex)	1940 N 36TH 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
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
SCHOOL SAFETY	3841 W ST PAUL AVENUE	53208
TECHNOLOGY CENTER	6620 W CAPITOL DRIVE	53216
COLLEGE ACCESS CENTER--SOUTH	3333 S 27TH STREET, SUITE 300	53215
BEULAH BRINTON COMMUNITY CENTER	2555 S BAY STREET	53207
LEE SCHOOL BUILDING	921 W MEINECKE AVE	53206
MILWAUKEE COUNTY YOUTH EDUCATION CENTER	949 N 9TH STREET	53233
O.A.S.I.S	2414 W MITCHELL STREET	53204

**EXHIBIT 3
TO MILWAUKEE BOARD OF SCHOOL DIRECTORS CONTRACT**

FOR LEASED METRO ETHERNET SERVICES

Tab A: Cost Proposal

Complete the Cost Proposal Worksheet as provided by MPS. Service Provider must include all costs it will attempt to charge MPS, including mandatory regulatory fees, allowable taxes, etc. Note that MPS will not pay pass-thrus for which it is exempt, such as Federal Excise and Wisconsin Sales Taxes or non-mandatory pass-thrus such as Regulatory Cost Recovery Fees. Costs for services plus any mandatory regulatory fees and/or allowable taxes must be fully set forth on the Cost Proposal Worksheet such that they are reflected in the total cost. The basis for or the assumptions underlying any mandatory regulatory fees and/or allowable taxes must be fully explained.

Failure to fill this form out completely may result in rejection of the RFP Proposal. If the Cost Proposal Worksheet form is insufficient to fully set forth the Service Provider's total cost, the Service Provider may raise questions using the Communications/Questions process as set forth in Section 5.1.

Spectrum Enterprise Response:

Spectrum Enterprise acknowledges and complies.

Cost Proposal Worksheet – Leased Metro Gigabit Ethernet – Pricing Model #1** (Provide in Tab A)						
	E-rate Eligible Monthly Cost Per	Installation Cost per Circuit (if	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	Identify Ineligible
500 Mbps	\$975	\$0	\$0	\$975	\$0	N/A
1 Gbps	\$1,000	\$0	\$0	\$1,000	\$0	N/A
2 Gbps	\$2,000	\$0	\$0	\$2,000	\$0	N/A
4 Gbps	\$3,000	\$0	\$0	\$3,000	\$0	N/A
6 Gbps	\$4,250	\$0	\$0	\$4,250	\$0	N/A
10 Gbps	\$6,000	\$0	\$0	\$6,000	\$0	N/A
20 Gbps	\$12,000	\$0	\$0	\$12,000	\$0	N/A
200 Gbps	\$90,000	\$0	\$0	\$90,000	\$0	N/A

* 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

Cost Proposal Worksheet – Leased Metro Gigabit Ethernet – Pricing

Model #2 (Provide in Tab A)**

	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	\$2,500	\$0	\$0	\$2,500	\$0	N/A
5 Gbps	\$3,750	\$0	\$0	\$3,750	\$0	N/A
8 Gbps	\$4,750	\$0	\$0	\$4,750	\$0	N/A
12 Gbps	\$7,200	\$0	\$0	\$7,200	\$0	N/A
14 Gbps	\$8,400	\$0	\$0	\$8,400	\$0	N/A
18 Gbps	\$10,800	\$0	\$0	\$10,800	\$0	N/A
22 Gbps	\$13,200	\$0	\$0	\$13,200	\$0	N/A
30 Gbps	\$18,000	\$0	\$0	\$18,000	\$0	N/A
40 Gbps	\$24,000	\$0	\$0	\$24,000	\$0	N/A
50 Gbps	\$30,000	\$0	\$0	\$30,000	\$0	N/A
60 Gbps	\$36,000	\$0	\$0	\$36,000	\$0	N/A
80 Gbps	\$48,000	\$0	\$0	\$48,000	\$0	N/A
100 Gbps	\$60,000	\$0	\$0	\$60,000	\$0	N/A
250 Gbps	\$112,500	\$0	\$0	\$112,500	\$0	N/A
300 Gbps	\$135,000	\$0	\$0	\$135,000	\$0	N/A
350 Gbps	\$157,500	\$0	\$0	\$157,500	\$0	N/A
400 Gbps	\$180,000	\$0	\$0	\$180,000	\$0	N/A
450 Gbps	\$202,500	\$0	\$0	\$202,500	\$0	N/A
500 Gbps	\$225,000	\$0	\$0	\$225,000	\$0	N/A
550 Gbps	\$247,500	\$0	\$0	\$247,500	\$0	N/A
600 Gbps	\$270,000	\$0	\$0	\$270,000	\$0	N/A

**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.

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

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