

0857

INTRODUCED BY: COUNCIL MEMBER (s) Perry

Perry

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR INTERNET SERVICE 2019; AND AUTHORIZATION FOR**
5 **THE COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS**
6 **OR CONTRACTS TO EFFECTUATE THE AWARD OF THE BIDS AND**
7 **PROPOSALS.**

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) in response to
9 certain Invitations for Bids and Requests for Proposals issued by the County, received bids
10 and proposals for the following items or services:

11 BID NAME

12 Internet Service 2019

13 NUMBER OF BIDS RECEIVED

14

15 DATE OF BID OPENING

16 7-9-2019

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Information Technology Office has determined that certain bids and proposals represent

FILED
JUL 24 2019
KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MO

1 the lowest and best bid for the respective items or services and met the bid or proposal
2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to Spectrum Enterprise - Charter
5 Communications Operating LLC for a term for thirty-six months, August 2019 to August
6 2022 upon approval by the County Council and County Executive for **up to \$7,800.00**
7 **annually, for total amount not to exceed \$23,400.00 for the 36 month period**, subject
8 to budgetary limitations.

9 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
10 **AS FOLLOWS:**

11 **Section 1.** The County awards the following bids and proposals which are
12 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)
13 bidding for each respective item or service as follows:

14 **BID NAME**

15 Internet Service 2019

16 **TERM**

17 thirty-six months, August 2019 to August 2022

18 option to renew for two (2) additional one-year terms

19 Upon approval by the County Council and County Executive

20 **AMOUNT**

21 **Up to \$7,800.00 annually,**

22 **for total amount not to exceed \$23,400.00 for the 36-month period,**

subject to budgetary limitations

AWARDED BIDDER

Spectrum Enterprise - Charter Communications Operating LLC

Section 2. The Jefferson County, Missouri, Council hereby authorizes the County Executive to execute the agreement attached hereto and incorporated herein by reference as Exhibit "A" and any agreements or contracts necessary to effectuate the award of the bids and proposals set forth in this Ordinance. The County Executive is authorized to take any and all actions necessary to carry out the intent of this Ordinance.

Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses thereto, and any contracts or agreements shall be maintained by the Department of the County Clerk consistent with the rules and procedures for the maintenance and retention of records as promulgated by the Secretary of State.

14 Section 4. This Ordinance shall be in full force and effect from and after its
15 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
16 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Phil Hendrickson	<u>Yes</u>
Council Member District 4, Charles Groeteke	<u>Yes</u>
Council Member District 5, Tracey Perry	<u>Yes</u>
Council Member District 6, Daniel Stallman	<u>Yes</u>
Council Member District 7, James Terry	<u>Absent</u>

THE ABOVE BILL ON THIS 22nd DAY OF July, 2019:

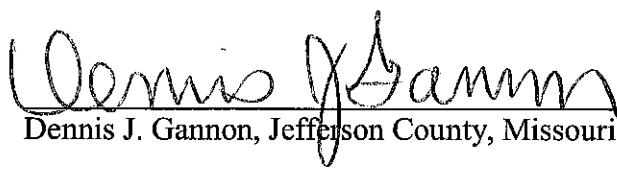
✓ PASSED FAILED

Charles Groeteke, County Council Chair

Pat Schlette
Pat Schlette, Council Executive Assistant

THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 23rd DAY OF July, 2019.

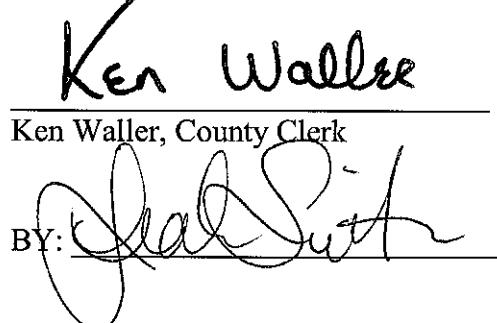
THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2019.



Dennis J. Gannon

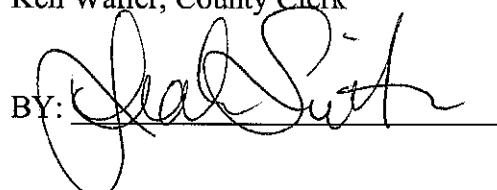
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:



Ken Waller

Ken Waller, County Clerk

BY: 

First Reading: 07-22-2019

314.858.3582 O | 314.348.1494

GENERAL

ORDINANCE

PENGAD 800-631-6889

EXHIBIT

A

Spectrum Enterprise

Internet Service Proposal for 19-0061

Presented To:

Jefferson County
Department of Information Technology
729 Maple St
Hillsboro, MO 63050-0100
rkudrak@jeffcomo.org

Presented By:

Leah Carey
Strategic Account Manager, Government & Education
13545 Barrett Parkway, Suite 200
Ballwin, MO 63021
314.858.3582 O
314.348.1494 M
Leah.Carey@Charter.com

ter Communications Operating LLC



Spectrum
ENTERPRISE

Tuesday, July 9, 2019

Mr. Ralph Kudrak
Department of Information Technology
Jefferson County
729 Maple St
Hillsboro, MO 63050-0100
rkudrak@jeffcomo.org

Dear Mr. Kudrak:

Charter Communications™* (Spectrum) is pleased to submit the enclosed proposal in response to your Request for Bid (RFB). Our response demonstrates Spectrum's ability to provide network solutions that will enable Jefferson County to meet its technology needs.

Spectrum is committed to providing Jefferson County with broadband services necessary to meet its current and future technology needs. Spectrum provides advanced broadband services to more than one million business customers across 41 states, and we are one of the largest Ethernet providers in the country and the largest provider in the major US cities we serve.

Partnering with Spectrum provides the foundation to open opportunity, drive innovation and deliver exceptional experiences. Spectrum's advanced technology and product innovations address customer's growing demands for increased bandwidth, scalability, reliability and mobility. Spectrum is committed to delivering industry-leading client service and support.

Thank you for the opportunity to submit this response to your RFB. We look forward to the opportunity to review our proposal with you in detail and to implement the recommendations we are making.

Please do not hesitate to call if you have further questions or if there is anything else you need at this time. I look forward to speaking with you soon!

Sincerely,

Leah Carey
Strategic Account Manager, Government & Education

* Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating LLC, a subsidiary of Charter Communications, Inc.

LEGAL DISCLAIMER and SUMMARY

This proposal shall not be considered an acceptance of any offer by Jefferson County or otherwise create a binding contract between Jefferson County and Spectrum. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Jefferson County may enter into a binding contract are understood to be subject to negotiation between the parties hereafter. The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

This proposal may assume a certain minimum level of acceptance of our bid. Therefore, in the event only a portion of Spectrum's proposal is accepted, our offer may be affected, and thus, Spectrum requests to review any such partial acceptance before final acceptance.

DEFINITIONS OF ABBREVIATED TERMS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The names of specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and have defined them for your convenience.

GOVERNMENT TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
INFORMATION TECHNOLOGY	IT
PRIMARY RATE INTERFACE	PRI
SERVICE LEVEL AGREEMENT	SLA
UNIVERSAL SERVICE ADMINISTRATIVE COMPANY	USAC
VIRTUAL LOCAL AREA NETWORK	VLAN
WIDE AREA NETWORK	WAN
WIRELESS FIDELITY	WIFI

SINGLE LOCATION TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT

SERVICE PROPOSAL TERMS	ABBREVIATION
PRIVATE BRANCH EXCHANGE	PBX
MONTHLY RECURRING CHARGE	MRC
NON-RECURRING CHARGE	NRC
QUANTITY	QTY
SERVICE CAPACITY	SVC. CAP.
INTERNET PROTOCOL	IP
DIRECT INWARD DIAL	DID
MINUTES OF USE	MOU

FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
NETWORK OPERATIONS CENTER	NOC
SERVICE LEVEL AGREEMENT	SLA

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EXECUTIVE SUMMARY

Spectrum Enterprise ("Spectrum"), a commercial brand of Charter Communications, is pleased to provide this response illustrating our ability to provide Jefferson County with broadband services. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are quoting Jefferson County will match your specific and discrete needs.

When you collaborate with Spectrum for communications services, we assign a dedicated account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs.
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Network Operations Center:** Spectrum staff that continuously monitors the network

Implementation Plan

Upon award of the project, Spectrum will meet with your technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. Spectrum will jointly prepare a project work schedule with Jefferson County, identifying key project milestones.

We will assign a team experienced in designing, implementing, and maintain large-scale networks to this project. We dedicate in-house project managers who will be the point of contact for the project life cycle. Our project managers understand the importance of meeting deadlines and satisfying customer expectations.

Spectrum operates with a team concept. We ensure work is crosschecked and resources are available to provide backup support, as needed, and that are knowledgeable in the processes and procedures used in this project.

Upon completion of the construction, the project will be handed off to a local Network Technician who will install the Spectrum equipment, as applicable, at each respective Jefferson County's site. The Network Technician will work with the Network Operations Center to verify connectivity and to provision the correct bandwidth. We

will notify you once installation and testing are complete, and service is available for use.

Spectrum's implementation plan is an estimate only. Actual dates and periods may vary due to, but not limited to, inclement weather. The estimate for your service delivery is expected to be 75 days.

ABOUT US

Spectrum Enterprise, a part of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio of networking and managed services solutions includes Internet access, Ethernet and Managed Network Services, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our team of experts works closely with clients to achieve greater business success by providing solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

Standing at the intersection of technology and entertainment, we facilitate essential communications that connect more than 28 million residential and commercial customers in 41 states. Our commitment to serving customers and exceeding their expectations is the foundation of our business strategy and this philosophy that guides our 98,000 employees.

All of our services are delivered over our state-of-the-art network and we back them up with professional customer service and support from local technicians. We are dedicated to bringing our clients innovative, reliable services, and responsible care.

Additional financial information about Spectrum Enterprise, including annual and quarterly reports, may be found at our [Investor Relations](#) portal.

For more information about Charter, visit the [Charter Communications Newsroom](#).

THE NEW GOVERNMENT NETWORK, TODAY

Advanced solutions and services for federal, state, and local governments Spectrum Enterprise delivers the Government solutions that equip staff, agencies and citizens to reliably and securely connect and collaborate. A smart technology partner helps you accomplish your mission-critical objectives.

Advanced Technology Keeps State and Local Agencies Connected

State and local government agencies struggle to meet mounting citizen and employee service demands within limited budgets. City leaders with growing communities need major upgrades to IT infrastructure, in order to service City Halls, police departments, fire stations, senior centers and other facilities to meet diverse needs of constituents.

Cayce, SC, was seeking a cost-effective solution to its challenges. Cayce needed a secure way to link remote employees to the main City Hall network. It also wanted to ensure it had the bandwidth and flexibility to meet future service demands.

“Time Warner Cable’s (TWCBC is now Spectrum Enterprise) Ethernet [service] was the most cost-effective way of linking our off-site locations to our main campus—and it was the easiest solution, too.”

— Roger Marini, IT Director, City of Cayce, SC ([Full Case Study](#))

Cayce solved their challenges and improved their service offerings with affordable fiber-based solutions from Spectrum. Fiber Internet Access (FIA) circuits, Ethernet services, and fiber-based PRI trunks help Cayce give citizens and employees bandwidth, security, and flexibility.

Strong technology partnership benefits state and local agencies

Flexible, scalable, fiber connectivity

Implement flexible, customized solutions that adapt to your service goals, complement your network, and satisfy the unique demands of constituents and employees.

Knowledgeable government technology partner

Choose a partner with a proven track record for helping state and local government agencies scale their services and manage critical government tasks—while preparing for future growth needs.

Bundled solutions for your budget

Discover where you can create efficiencies and bundle Internet, Voice, Television, Network Services, and Cloud Services at exceptional value.

Local, dedicated account service and support

Back your solutions with 24/7 proactive monitoring and local, dedicated account support that help your agency thrive

Strong service level agreements

Protect your network with competitive service level agreements (SLAs). Our SLAs set performance benchmarks for reliability and responsiveness for repair and restoration.

EVERYTHING BEGINS AND ENDS WITHIN YOUR FOUR WALLS

IT Operations for a Single Location Produces a Unique Set of Challenges

In many ways, the IT needs of a single location are more challenging than a business with hundreds of office locations. A slow connection or an outage for a large multi-location business is an inconvenience, but if a company that operates from a single location that loses connectivity, your operation stops - no phones, no Internet and no clients. Your network not only supports your day-to-day operations, it's also your source for staying ahead of the competition. While businesses of all sizes are using cloud and mobility to fuel their ability to be more efficient and increase revenue, single location operations have a far greater opportunity to more rapidly turn technology into a competitive advantage.

Spectrum Enterprise Enables Innovation

To lead the competition, you need network access that's reliable, secure and affordable, and it needs to be scalable to grow with your business. Our cloud connectivity solutions, high-speed Internet connectivity, highly-performing networking and voice services can give you the access to the innovation you need to establish and maintain a competitive advantage.

With Spectrum, you can:

- ▶ Grow your business with high-performance cloud connectivity that's scalable, reliable, and secure
- ▶ Create a great client experience across every channel – online, in person, and over the phone
- ▶ Save your company time, money, and internal resources with a dedicated account team that is with you every step of the way

FIBER INTERNET ACCESS

Every second your business waits for file uploads, downloads and transfers is lost time, productivity and revenue.

Fiber Internet Access overview

Fiber Internet Access (FIA) from Spectrum Enterprise provides secure, symmetrical connectivity—ranging from 25 Mbps to 10 Gbps—backed by industry-leading service-level agreements (SLAs) for performance and uptime. Whether your business is in a rural or a metropolitan location, you can count on reliable, as well as consistent, speeds because of Spectrum Enterprise's fiber-rich network.

When you require equally high-capacity, scalable upload and download access, FIA delivers with predictably fast, high-bandwidth, secure Internet service to power your business.

Product highlights

- ▶ **Enable High-bandwidth connectivity:** Dedicated, consistent symmetrical bandwidth is backed by industry-leading SLAs to help ensure network availability, Mean Time to Restore (MTTR), latency and packet delivery
- ▶ **Maximize Internet speeds:** Enjoy consistent, symmetrical speeds ranging from 25 Mbps to 10 Gbps
- ▶ **Ensure reliability regardless of location:** Get reliable connectivity whether your business is in a metropolitan or outlying area
- ▶ **Enable end-to-end security:** Dedicated connectivity is delivered over Spectrum Enterprise's secure, fiber-rich network
- ▶ **Ensure maximum performance and uptime:** Proactive monitoring is offered 24/7/365
- ▶ **Rely on dedicated support:** Spectrum Enterprise Technical Specialists are available 24/7/365

Product

- ▶ **Integrate Robust Managed Network Security:** Optional Managed Router Service for Internet is available for one predictable, cost-effective monthly fee

PRODUCT BRIEF FIBER INTERNET ACCESS

Technical Specifications Network

- ▶ IP over IEEE 802.3-based, full-duplex, non-circuit switched services
- ▶ Provisioned on our advanced fiber-rich network from the client premises to one of many Spectrum Enterprise hub locations throughout the Spectrum Enterprise network footprint
- ▶ Multiple levels of network fault tolerance provide a highly reliable and secure Internet access service
- ▶ Fiber access circuit is insusceptible to electromagnetic interference

Internet Access Demarcation

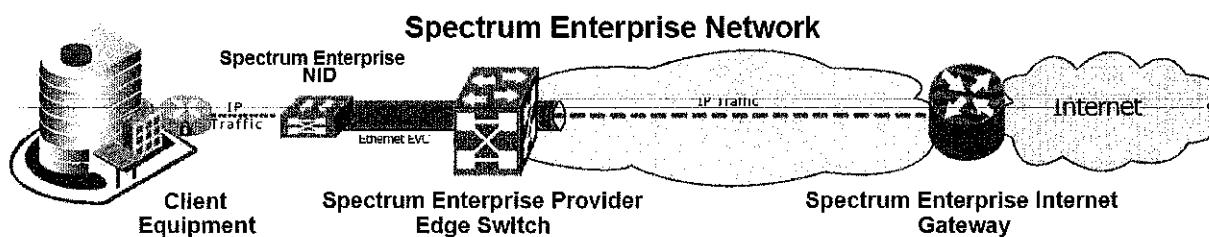
- ▶ Fiber connections to the Spectrum Enterprise network are managed by a dedicated network interface device
- ▶ All traffic is routed over the Spectrum Enterprise IP network until the traffic is required to travel to the public network

Routing

- ▶ Routing options are static routing or border gateway protocol (BGP)

Static IP Addresses

- ▶ IP address space is included
- ▶ Spectrum Enterprise offers dual stacking of IPv4 and IPv6 address space



Comprehensive solutions working together for your business

Spectrum Enterprise, a part of Charter Communications, is a national provider of scalable, fiber technology solutions. The Spectrum Enterprise portfolio includes networking and managed services solutions, including Internet access, Ethernet and Managed Network Services, Voice and TV solutions, Managed Application, Cloud Infrastructure and Managed Hosting Services. Our industry-leading team of experts work closely with clients to achieve greater business success.

SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the initial Order Term, subject to the following contingencies:

- ▶ final engineering, design and site visits; and
- ▶ complete Terms & Conditions as provided in our service contract

Investment for Spectrum Services Based on a 36 Month Term

LOCATION	SERVICE	QTY/ SVC. CAP	MRC*	NRC*
300 MAIN, HILLSBORO, MO	FIA 100 M	1	\$650.00	\$0.00

SPECIFICATIONS

Jefferson County Government desires an agreement with a world class internet service provider for three (3) years commencing July 2019.

Jefferson County is seeking business class fiber internet connection with a 100 meg connectivity both upload and download, expandable to at least 1 gig. The Service level Agreement must guarantee not less than 99.95 percent up time.

The County desires guaranteed pricing for the full term, with the option to renew for two (2) additional one (1) year terms.

We will not resell the service no do anything illegal with the service.

Jefferson County Internet connection point will be located in the Jefferson County Courthouse located at:

300 Main Street
Hillsboro, MO. 63050

Price for three-year contract \$ 23,400.00 Contract Value

* Pricing shown is exclusive of applicable taxes, fees and surcharges which may apply subject to a customer provided valid tax exemption certificate if applicable

SPECTRUM'S RESPONSE TO JEFFERSON COUNTY

Spectrum is pleased to submit this formal proposal for Internet Service to Jefferson County. On the pages to follow, Spectrum has responded to your Request for Bid and addressed each requirement to demonstrate that we can provide you with the best, most timely, cost effective solution to meet your needs. We based our responses on an understanding of your needs from both a technical and a business perspective. Whenever possible, we linked our responses back to your needs to show you not only what we offer, but also why it matters to you. We also provided evidence of our competence to deliver solutions in a professional manner, and have indicated the value of our recommendations for you.

As the second largest cable operator in the United States, Spectrum can provide customized solutions in several marketplaces that are unified, powerful, cost-effective, easily managed, and perhaps most importantly, reliable.

Spectrum owns and operates our network from end-to-end and offers one phone number to call after installation for all support and service inquiries. There is never any question as to how to get help, or who will be supporting you should you ever need assistance.

- ▶ **Service and Savings:** Owning our network allows us to not only manage and monitor your services, but also pass cost savings on to our end customers with highly competitive rates
- ▶ **Reliable connectivity:** With dedicated connectivity up to 10 Gbps, Spectrum can offer the newest technology and services
- ▶ **Adaptability:** Spectrum offers future-proof solutions that are scalable and flexible to adapt to our customers changing requirements
- ▶ **Service:** We serve all of our customers with a dedicated team of Account Executives with supporting teams that understand complex requirements for acquiring, funding and installing solutions like yours

We understand that not all businesses have the same needs and are committed to working with our clients to move past limitations, integrating the most valuable solutions, and achieving greater success together. We invite you to review the following response and discover how Spectrum can provide a solution for you. Our customers value our knowledge and understanding of their challenges, objectives, operating environments, and rely on our accumulation of best practices from the industry. We realize that your initiatives can often create more ways to use our services than was originally anticipated, so you need to be able to adapt quickly, as demand increases. Since we design solutions that solve your specific needs and anticipate future growth needs, we know that you will achieve the results that you expect from your broadband provider now, and into the future.



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST. PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

BID #: 19-0061

Request for Proposal: INTERNET SERVICE 2019

Date Issued: 6-4-2019

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, JULY 9, 2019, AT 200 P.M. LOCAL TIME.

Specification
Contact:

RALPH KUDRAK
Department of Information Technology
636-797-5592
rkudrak@jeffcomo.org

Contract
Contact:

VICKIE PRATT
Department of Administrative Services
636-797-5380

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

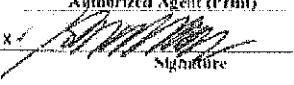
Contract Term:
THREE YEAR CONTRACT
WITH TWO ONE YEAR
RENEWAL OPTIONS.
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE

**Vendor
Information:**

SAMPLE ENVELOPE

<u>SELLER NAME</u>	
<u>SELLER ADDRESS</u>	
<u>COULD EXAMINE</u>	<u>DEPARTMENT OF THE COUNTY CLERK</u>
<u>JEFFERSON COUNTY MISSOURI</u>	
<u>729 MAPLE ST / PO BOX 100</u>	
<u>HILLSBORO MO 63050-0100</u>	
<u>SEALED PROPOSAL (PROPOSAL NUMBER)</u>	

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

<u>Charter Communications Operating LLC</u>	<u>John E Froden</u>
<u>Company Name</u>	<u>Authorized Agent (Print)</u>
<u>12405 Powerscourt</u>	<u>X</u>
<u>Address</u>	<u></u> <u>Signature</u>
<u>St Louis MO 63131</u>	<u>VP, Enterprise Sales</u>
<u>City/State/Zip Code</u>	<u>Title</u>
<u>314-706-7572</u>	<u>X</u>
<u>Telephone #</u>	<u>43-1843179</u>
<u>Dave.Aguilar@Charter.com</u>	<u>Date</u>
<u>E-mail</u>	<u>Tax ID #</u>
<u>559-340-8100</u>	<u>Fax #</u>

Spectrum's Commercial Terms of Service shall: (a) govern (i) the contractual relationship with Customer and (ii) Spectrum's provision of the Services; and (b) supersede and entirely replace any terms and conditions set forth in this RFP.

Request for Proposal

1 of 13

Bidder's Initials _____

Spectrum's Commercial Terms of Service shall: (a) govern (i) the contractual relationship with Customer and (ii) Spectrum's provision of the Services; and (b) supersede and entirely replace any terms and conditions set forth in this RFP.

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REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
Or**
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**

PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: _____"

A.

DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

Spectrum response: Spectrum understands.

B.

PROPOSAL SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

Spectrum response: Spectrum understands.

C.

BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

Spectrum response: Spectrum understands.

D.

PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed.
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

Spectrum response: Spectrum understands.

E.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

Spectrum response: Spectrum understands.

F.

LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

Spectrum response: Spectrum understands.

G. BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

Spectrum response: Spectrum understands.

H. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

Spectrum response: Spectrum understands.

I. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

Spectrum response: Spectrum understands.

J. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

Spectrum response:

Spectrum's Commercial Terms of Service shall: (a) govern (i) the contractual relationship with Jefferson County and (ii) Spectrum's provision of the Services; and (b) supersede and entirely replace any terms and conditions set forth in this RFP.

Spectrum's compliance with the terms of this RFP is subject to Spectrum's RFP response, including, without limitation, Spectrum's Commercial Terms of Service and the exceptions set forth herein.

The Contract shall comprise Spectrum's Enterprise Services Agreement, the Terms of Service, and any Service Orders attached thereto.

K. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

Spectrum response: Spectrum understands.

L. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage

shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

Spectrum response: A blanket endorsement will be provided for additional insureds. A blanket endorsement will be provided for additional insureds.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. Required Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. Required Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. Required Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

Spectrum response: Spectrum understands.

M. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

Spectrum response: Spectrum understands.

N. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

Spectrum response: Spectrum understands.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

Spectrum response: Spectrum understands.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

Spectrum response: Spectrum understands. (Ask Scott Sanders about this requirement)

C.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

Spectrum response: Spectrum understands.

D.

PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

Spectrum response: Spectrum understands. Pricing shown is exclusive of applicable taxes, fees and surcharges which may apply subject to a customer provided valid tax exemption certificate if applicable.

E.

MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

Spectrum response: Not applicable because Spectrum's solution requires no lease or purchase of equipment by Jefferson County. Spectrum retains ownership of all equipment used to provide the Services proposed hereunder.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

Spectrum response: Spectrum understands. Replacement of Spectrum's Services are governed by Spectrum's Default, Suspension of Service, and Termination provision found in Section 13 of the Commercial Terms of Service, which shall govern.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

Spectrum response: Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

Spectrum response: Spectrum is not a manufacturer of the equipment used to deliver the Services, so Spectrum cannot warrant that the equipment is free from defects. If the Services are not functioning properly, then Spectrum is obligated to fix such problem (which may include replacement of equipment). In addition, because Spectrum is a service provider and does not sell goods, it does not offer any infringement warranties. Any warranties provided by Spectrum with respect to the Services are as set forth in the Terms of Service and are limited by (a) the disclaimer of warranties set forth in Section 14(a) of the Terms of Service and (b) the limitation of liability set forth in Section 14(b) of the Terms of Service.

DISCLAIMER OF WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL

FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

LIMITATION OF LIABILITY. WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

J.

PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

Spectrum response: Customer shall provide valid tax exemption certificate if applicable.

K.

CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost

of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

Spectrum response: This proposal may assume a certain minimum level of acceptance of our bid. Therefore, in the event only a portion of Spectrum's proposal is accepted, our offer may be affected, and thus, Spectrum requests to review any such partial acceptance before final acceptance.

Please see Section 7(c) of Spectrum's Commercial Terms of Service for our Change Requests provision, copied here for your review:

Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

L.

DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

Spectrum response: Spectrum implementation plan is an estimate only. Actual dates and periods may vary due to, but not limited to, inclement weather. The below chart is an example of a 75-day timeline. The estimate for your service delivery is expected to be 75 days.

Sample Implementation Timeline

Project Description	Resource	Duration	Result
Initiation	Internal	1 week	Project released to Service Delivery. Project manager makes contact with Customer.
Initiation	Internal	1 week	Internal kickoff design & BOM review; develop deployment strategy, review timelines, risks, project materials ordered, construction tasks begin.
Execution	External	1 week	External kickoff call with Customer.
Execution & Control	Internal & External	1 week	Recurring internal & external project meetings to update status, review action items, and go over project risks.
Execution & Control	Internal & External	4 weeks	Weekly recurring internal and Customer project meetings, material receipt, fiber construction activities, facility build-outs, core equipment deployment, provisioning, risk mitigation, CPE deployment, test and turn-up for sites that become ready.
Closure	Internal & External	1 week	Test and turn-up documents delivered to customer, ENOC enrollment for monitoring.

M.

RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo., Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are

incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

Spectrum response: Spectrum complies with all laws applicable to it as a Service Provider.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

Spectrum response: Spectrum understands.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

Spectrum response: Spectrum understands.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Spectrum response: DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.

(a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any of all of the applicable Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) Mutual Termination Rights. Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) Termination for Convenience by Customer. Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) Spectrum's Right to Suspend. Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) Termination Charges. Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(f) Survival. The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

Spectrum response: Spectrum understands.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

Spectrum response: Spectrum Enterprise's proposal assumes final agreement terms and conditions will be subject to its standard commercial terms of service which can be found at: <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html>

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

Spectrum response: Spectrum understands. Spectrum Enterprise agrees to comply with all applicable local, state, and federal laws, rules and regulations.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

Spectrum response: Spectrum understands.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

Spectrum response: Spectrum understands.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

Spectrum response: Spectrum understands.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: [] Individual: [] Partnership: [X] Corporation.

Incorporated in the State of Delaware

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Spectrum response: Spectrum understands.

X. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

Spectrum response: Spectrum understands.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

RALPH KUDRAK- JEFFERSON COUNTY INFORMATION
TECHNOLOGY
636-797-5592

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo., definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now John E Trodden (Name of Business Entity Authorized Representative) as
VP, Enterprise Sales (Position/Title) first being duly sworn on my oath, affirm
Charter Communications Operating LLC (Business Entity Name) is enrolled and
will continue to participate in the E-Verify federal work authorization program with respect to employees hired
after enrollment in the program who are proposed to work in connection with the services related to
(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor,
if awarded in accordance with subsection 2 of section 285.530, RSMo., I also affirm that
Charter Communications Operating LLC (Business Entity Name) does not and will not knowingly
employ a person who is an unauthorized alien in connection with the contracted services related to
Bid # 19-0061 (Bid/Grant/Subgrant/Contract/Subcontract) for
the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

John E Trodden

VP, Enterprise Sales

X 6/24/19
Date

Subscribed and sworn to before me this 24 of June, 2019. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Kings, State of

(NAME OF COUNTY)

New York, and my commission expires on 01/19/2020
(NAME OF STATE) (DATE)

Terriada M. O'rearid
Signature of Notary

Rate

6|24|2019

29

Bidder's Initials _____

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Charter Communications Operating LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

John E Trodden

Authorized Business Entity
Representative's Name
(Please Print)

X 
Authorized Business Entity
Representative's Signature

Charter Communications Operating LLC
Business Entity Name

X 6-24-19
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

Enroll and participate in the E-Verify federal work authorization program

(Website: <http://www.dhs.gov/e-verify>;

Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security - Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

SPECIFICATIONS

Jefferson County Government desires an agreement with a world class internet service provider for three (3) years commencing July 2019.

Jefferson County is seeking business class fiber internet connection with a 100 meg connectivity both upload and download, expandable to at least 1 gig. The Service level Agreement must guarantee not less than 99.95 percent up time.

The County desires guaranteed pricing for the full term, with the option to renew for two (2) additional one (1) year terms.

We will not resell the service no do anything illegal with the service.

Jefferson County Internet connection point will be located in the Jefferson County Courthouse located at:

300 Main Street
Hillsboro, MO. 63050

Price for three-year contract \$ 23,400.00 Contract Value

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as
of this _____ day of _____ 2019:

Spectrum's Commercial Terms of Service shall: (a) govern (i) the contractual relationship with Customer and (ii) Spectrum's provision of the Services; and (b) supersede and entirely replace any terms and conditions set forth in this RFP.

County of Jefferson, State of Missouri

Charter
Communications
Operating LLC

Company Name



Signature

John E Tredden

Print

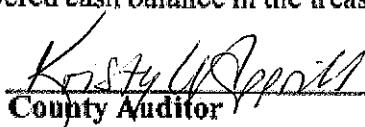
Company Address: _____

12405 Powerscourt

St Louis, MO 63131

Phone: 314-706-7572

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.



Kristy W. Peppell
County Auditor

APPROVED AS TO FORM

County Counselor

In Witness thereof, the parties hereto have ³²executed this Agreement, in triplicate, as

COOPERATIVE BID FORM

Bid Name: Charter Communications Operating LLC

INSTRUCTIONS: Bidders MUST fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes No X

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, ***is not a prerequisite for award***, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the minimum dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri **Government, Departments or Divisions**):

MINIMUM DOLLAR VALUE PER ORDER: \$

BY:

TITLE:

COMPANY:

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone **1-800-555-1234** E-mail **info@sample.com**

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE
SUBMITTED TO JEFFERSON COUNTY,
MISSOURI**

APPENDIX I

Spectrum Enterprise

Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Fiber Internet Access ("FIA") fiber-based service (the "Service").

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer's Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise "Point of Presence" or "POP") at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer's Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": <ul style="list-style-type: none">• Service Disruption resulting in a total loss of Service; or• Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing
Priority 2	<ul style="list-style-type: none">• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none">• A service problem that does not impact the Service; or• A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per	Total Minutes /	Downtime
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

$$\text{Latency/Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total # of measurements for an FIA Service}}$$

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{100}$$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total # of measurements for an FIA Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies

Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any

credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

E-Verify

Company ID Number: 383261

Client Company ID Number: 1368307



**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Charter Communications (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

E-Verify

Company ID Number:383261

Client Company ID Number:1368307



6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employees using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.11)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

E-Verify

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the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINs and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

E-Verify

Company ID Number:383261

Client Company ID Number:1368307



can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

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prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6.

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- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

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an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

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contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

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participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Charter Communications (Employer) hereby designates and appoints Michael Weed (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

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If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Charter Communications	
Name (Please Type or Print) Maggie Huffman	Title
Signature Electronically Signed	Date April 17, 2019
E-Verify Employer Agent International Business Machines	
Name (Please Type or Print) Michael Weed	Title
Signature Electronically Signed	Date April 17, 2019
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date April 17, 2019



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Charter Communications
Company Facility Address	12405 Powerscourt Drive Saint Louis, MO 63131
Company Alternate Address	12405 Powerscourt Drive Saint Louis, MO 63131
County or Parish	Saint Louis
Employer Identification Number	84-1496755
North American Industry Classification Systems Code	Telecommunications (517)
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	1

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Missouri California

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Company ID Number: 389261

Client Company ID Number: 1368307



Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Maggie Huffman
Phone Number	(708) 206-6662
Fax Number	
Email Address	maggie.huffman@charter.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
12/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Charter Risk Management
Marsh USA, Inc.	PHONE (800) 333-1333
701 Market Street, Suite 3100	FAX (800) 333-1333
St. Louis, MO 63101	E-MAIL charterrequests@charter.com
ADDRESS	
INSURED	INSURER/ AFFORDING COVERAGE
Charter Communications, Inc.	COMPANY A: National Union Fire Ins Co Pittsburgh PA 19445
400 Atlantic Street	COMPANY B: New Hampshire Insurance Company 23841
Stamford, CT 06901	COMPANY C: Commerce and Industry Insurance Company 19410
	COMPANY D: Ace Property & Casualty Insurance Company 20839
	COMPANY E: AIA Insurance Company 19399
	COMPANY F: American Home Assurance Company 19380

COVERAGE	CERTIFICATE NUMBER:	302635	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INSURED LTR	TYPE OF INSURANCE	APPL SUBJ PROD INV	POLICY NUMBER
C	COMMERCIAL GENERAL LIABILITY		GL 1521906
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>	X X	1/1/2019 3/3/2019
	GENL AGGREGATE LIMIT APPLIES PER:		
	X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		
A A A	AUTOMOBILE LIABILITY		CA 1921838 (ACO) 1/1/2019 1/1/2020
	ANY AUTO <input checked="" type="checkbox"/>	X X	CA 1921839 (PA) 1/1/2019 1/1/2020
	OWNED AUTOS ONLY <input type="checkbox"/>		CA 1921840 (PA) 1/1/2019 1/1/2020
	Hired AUTOS ONLY <input type="checkbox"/>		
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>	X X	028110015-004 1/1/2019 1/1/2020
	EXCESS LIAB <input type="checkbox"/>		
	DED <input type="checkbox"/> RETENTION <input type="checkbox"/>		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> <input type="checkbox"/>		See second page for specific policy information.
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> <input type="checkbox"/>	N/A X	1/1/2019 1/1/2020
	If yes, describe under DESCRIPTION OF OPERATIONS below		1/1/2019 1/1/2020
B	Excess WC on 1850 Retention <input type="checkbox"/>		1/1/2019 1/1/2020
			Employers Liability <input type="checkbox"/>
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)			
Please see page 3 for additional insureds and any additional language.			

CERTIFICATE HOLDER	CANCELLATION
TO WHOM IT MAY CONCERN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Joseph M. Lee

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AGENCY CUSTOMER ID:

LOG #3



ADDITIONAL REMARKS SCHEDULE

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AGENCY One Federal Street Boston, MA 02110 USA	NAMED INSURED Charter Communications, Inc. 400 Atlantic Street Stamford, CT 06901
EFFECTIVE DATE: 01/01/2019	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 125 FORM TITLE: Certificate of Liability Insurance**

1. **What is the primary purpose of the study?** To evaluate the effectiveness of a new treatment for hypertension.

A. WANGEN, C. P. WANG, J. S. LI, AND J. H. HAN, "Effect of Al_2O_3 on the Strength and Fracture Behavior of Si_3N_4 Ceramics," *J. Am. Ceram. Soc.*, 73, 2933-2937 (1990).

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Document ID	Document Description	Effective Date	Expiration Date
1	1234567890	2023-01-01	2024-01-01
2	1234567890	2023-01-01	2024-01-01
3	1234567890	2023-01-01	2024-01-01
4	1234567890	2023-01-01	2024-01-01
5	1234567890	2023-01-01	2024-01-01
6	1234567890	2023-01-01	2024-01-01
7	1234567890	2023-01-01	2024-01-01
8	1234567890	2023-01-01	2024-01-01
9	1234567890	2023-01-01	2024-01-01
10	1234567890	2023-01-01	2024-01-01

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¹⁰ See also, *University of London, Royal Holloway College, Department of History, History of the Royal Holloway College, 1886-1986* (London, 1986).

Our observations suggest that the distribution of the β and γ components is complex, involving an interplay between the two components. The β component is characterized by a high degree of heterogeneity, with significant differences between individuals. The γ component is characterized by a high degree of homogeneity, with similar patterns across individuals. The β and γ components are not independent, as they are both influenced by the same environmental factors and genetic factors. The β and γ components are also not equally important, as the β component is more influential in determining the overall distribution of the β and γ components.

...and are now available for download on the Internet. Please post your comments on the Web site and return to the discussion page at www.ams.org/amsweb/amsweb.html.

ACORD 101 (2008/01)

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SITE ADDRESS 9658 OLD STATE RT 21
HILLSBORO, MO 63050

LEGAL DESCRIPTION	
Parcel # 12-6-0-23-0-0-000-008.16 HAMILTON PLACE & PAMELAS PLACE BDRY ADJ LOT 28	
Section: 23 Township: 41 Range: 4 Acres 0.23	

CHARTER COMMUNICATIONS ENT INC ATTN: PROPERTY TAX DEPT
PO BOX 7467
CHARLOTTE, NC 28241

**2018 REAL ESTATE
COUNTY OF JEFFERSON**

Lending Code:

VALUATION

0 RESI	
0 AGRI	
3,200 COMM	
3,200 TOTAL	

TAX RATE

7.6444

	TAX AMOUNT
STATE TAX	\$0.98
HEALTH UNIT TAX	\$3.48
VALLE AMBULANCE	\$10.24
JEFFERSON COLLEGE	\$10.61
HILLSBORD SCHOOL	\$147.79
GOLDMAN FIRE	\$38.32
JC DSV DISABILITIES	\$2.93
SHFDPT	\$11.20
PARK TAX	\$0.87
MERCHANTABILITY TAX	\$7.68
MENTAL HEALTH TAX	\$2.93
ROAD & BRIDGE TAX	\$7.89

TOTAL TAX	244.81
INTEREST / PENALTY	0.00
FEES	0.00
AMOUNT PAID	Paid on 12/31/2018
TOTAL SUE IF PAID BY	244.81
05/26/2019	0.00

KEEP THIS STATEMENT
FOR YOUR RECORDS

BETH MAHN

COUNTY COLLECTOR
HILLSBORO, MO 63050

NOTICE TO TAXPAYERS

You can now pay your taxes on-line at our web site
www.jeffcomo.org

If you do not have Internet access, you can pay your taxes via IVR by calling 1-877-690-3729. You will be asked for your acct/parcel number and the Jefferson County Jurisdiction Code, which is 3515.

On-line payments and IVR payments can be made with Visa, Master Card, American Express and Discover credit cards. For these payments, you will be charged a fee of 2.4% of the amount of your tax payment. Visa debit cards are accepted for a fee of \$3.95. You can also make your tax payments with e-check for a fee of \$1.50.

After authorization of your payment, you will be issued a confirmation number that you should keep for your records. A paid tax receipt will be mailed to you, as the confirmation number is not valid at the license office. If you receive any other message, please contact our office at 636-797-5406 to verify that your payment was processed correctly.

DO NOT SEND THE UPPER HALF OF THE BILL. RETURN ONLY THE LOWER STUB WITH PAYMENT.



Taxes Due

12-6-0-23-0-0-000-008.16

CHANGE OF ADDRESS

CHARTER COMMUNICATIONS ENT INC ATTN:
PO BOX 7467
CHARLOTTE, NC 28241

**AMOUNT OF 2018
BILL IF PAID IN 2019**

JAN	0.00
FEB	0.00
MAR	0.00
APR	0.00
MAY	0.00
JUN	0.00
JUL	0.00
AUG	0.00
SEP	0.00
OCT	0.00
NOV	0.00
DEC	0.00

MAKE CHECKS PAYABLE TO: BETH MAHN DEPT OF THE
COUNTY COLLECTOR

PO BOX 100
729 MAPLE STREET
HILLSBORD, MO 63050

If delinquent taxes are due,
the oldest year must be paid
first. If not paying in a month
specified please call for a
corrected amount.

Property Information				
Parcel Number	12-6-0-23-0-0-000-008-18	Mapped Acres	0.2300	
Tax Year	2019 -	Assessed Value	\$3,200	
Class	Commercial Vacant	Tax Rate	0.0000	
Tax Code	R3GFVA	Public Notes		
Land Use	U - Utility/Cable/Electric/Gas			
Site Address	9650 OLD STATE RT 21 HILLSBORO, MO 63050			

No Property Photos

Legal Descriptions					
Legal Description	Section/Township/Range	Plat Document Number	Plat Book	Plat Page	Plat Date
HAMILTON PLACE & PAMELAS PLACE BURY ADJ LOT 2B	28 45 4		201	03B	

Billing Details		Tax Due Amounts	
	Total	If paid in...	Amount due in...
Tax Billed	\$0.00	June 2019	\$0.00
Penalty Billed	\$0.00	July 2019	\$0.00
Cost Billed	\$0.00	August 2019	\$0.00
Total Billed	\$0.00	September 2019	\$0.00
Amount Paid	\$0.00	October 2019	\$0.00
Total Unpaid	\$0.00	November 2019	\$0.00
		December 2019	\$0.00

Tax Due amounts are for all unpaid years.
See Payment History section for year-by-year details.

Payment History				
Tax Year	Total Due	Total Paid	Amount Unpaid	Date Paid
2018	\$244.61	\$244.61	\$0.00	12/31/2018
2017	\$233.32	\$233.32	\$0.00	12/13/2017
2016	\$237.64	\$237.64	\$0.00	12/16/2016
2015	\$233.69	\$233.69	\$0.00	12/9/2015
2014	\$233.40	\$233.40	\$0.00	12/31/2014
2013	\$231.85	\$231.85	\$0.00	12/18/2013
2012	\$231.72	\$231.72	\$0.00	12/13/2012
2011	\$227.72	\$227.72	\$0.00	12/20/2011
2010	\$227.72	\$227.72	\$0.00	12/10/2010
2009	\$227.01	\$227.01	\$0.00	12/20/2009
2008	\$226.05	\$226.05	\$0.00	12/19/2008
2007	\$249.77	\$249.77	\$0.00	2/25/2007
2006	\$224.84	\$224.84	\$0.00	12/18/2006

Related Names	
Property Owner	CHARTER COMMUNICATIONS ENT INC, ATTN: PROPERTY TAX DEPT
Address	PO BOX 7467
	CHARLOTTE, NC 28241
Deed Document #	020075283
Document Date	12/30/2002

No Taxing Bodies	
Land Valuation	

Property Use	Valued Acres	Appraised Value
Commercial	0.2300	10,000

No Structure Information	
Assessments	

Assessment Period	Appraised Land	Assessed Land	Appraised Building	Assessed Building	Appraised Total	Assessed Total
Form 11a	10,000	3,200	0	0	10,000	3,200
Form 11	10,000	3,200	0	0	10,000	3,200
Prior Year	10,000	3,200	0	0	10,000	3,200

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JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

BID #: 19-0061

Request for Proposal: INTERNET SERVICE 2019

Date Issued: 6-4-2019

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, JULY 9, 2019, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

RALPH KUDRAK
Department of Information Technology
636-797-5592
rkudrak@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5380

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

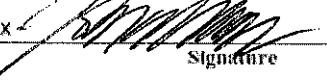
SAMPLE ENVELOPE

<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)	

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Contract Term:
**THREE YEAR CONTRACT
WITH TWO ONE YEAR
RENEWAL OPTIONS.
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE**

**Vendor
Information:**

<u>Charter Communications Operating LLC</u>	<u>John E Troden</u>
<u>Company Name</u>	<u>Authorized Agent (Print)</u>
<u>12405 Powerscourt</u>	<u>X</u>
<u>Address</u>	 <u>Signature</u>
<u>St Louis MO 63131</u>	<u>VP, Enterprise Sales</u>
<u>City/State/Zip Code</u>	<u>Title</u>
<u>314-706-7572</u>	<u>X</u>
<u>Telephone #</u>	<u>43-1843179</u>
<u>Dave.Aguilar@Charter.com</u>	<u>Date</u>
<u>E-mail</u>	<u>Tax ID #</u>
	<u>585-340-8100</u>
	<u>Fax #</u>

Spectrum's Commercial Terms of Service shall: (a) govern (i) the contractual relationship with Customer and (ii) Spectrum's provision of the Services; and (b) supersede and entirely replace any terms and conditions set forth in this RFP.

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo., definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now John E Trodden (Name of Business Entity Authorized Representative) as

VP, Enterprise Sales (Position/Title) first being duly sworn on my oath, affirm

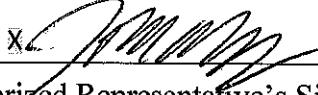
Charter Communications Operating LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to

(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo., I also affirm that

Charter Communications Operating LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to

Bid # 19-0061 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)



Authorized Representative's Signature

John E. Trodden

Printed Name

VP, Enterprise Sales

Title



Date

6/24/19

Subscribed and sworn to before me this 24 of June 2019. I am

(DAY)

(MONTH, YEAR)

commissioned as a notary public within the County of Kings, State of

(NAME OF COUNTY)

New York, and my commission expires on 01/19/2020.

(NAME OF STATE)

(DATE)

Zenaida M. Grenald
Signature of Notary

Date

6/24/2019

NOTARY ZENAIDAM GRENALD
NO 01GR6335771
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES 01-19-22

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Charter Communications Operating LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

John E Trodden

Authorized Business Entity
Representative's Name
(Please Print)

Charter Communications Operating LLC

Business Entity Name



X
Authorized Business Entity
Representative's Signature

X
6-24-19
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as
of this _____ day of _____ 2019:

Spectrum's Commercial Terms of Service shall: (a) govern (i) the contractual relationship with Customer and (ii) Spectrum's provision of the Services; and (b) supersede and entirely replace any terms and conditions set forth in this RFP.

County of Jefferson, State of Missouri

Charter
Communications
Operating LLC

Company Name



Signature

John E Trodden

Print



Dennis Gannon, County Executive

Company Address: _____

12405 Powerscourt

St Louis, MO 63131

Phone: 314-706-7572

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.



Kristy L. Rapp
County Auditor

APPROVED AS TO FORM

County Counselor

