

RESOLUTION RECEIVING PROPOSALS, AWARDING AND APPROVING CONTRACT WITH CONNECT HOLDING II LLC DBA BRIGHTSPEED FOR RURAL BROADBAND SERVICES IN ASHTABULA COUNTY

WHEREAS, on December 31, 2024 by Resolution No. 2024-591, proposals were ordered and on February 12, 2025 at 2:00 p.m., proposals were received for rural broadband services in Ashtabula County, to wit:

- Spectrum Mid-America LLC, Columbus, OH
- Orwell Telephone Co. dba TSC, Wapakoneta, Oh
- Connect Holding II LLC dba Brightspeed, Charlotte NC

WHEREAS, the proposals were evaluated and a recommendation has been made to award the proposal to Connect Holding II LLC dba Brightspeed, 1120 S. Tryon St., Ste. 700, Charlotte NC 28201 for the following reasons:

- Would bring service to nearly 1,000 residents currently unserved;
- network design utilizes XGS-PON fiber, currently the most capable and future-proof residential fiber technology
- Offers the best pricing and performance for both low-income and top-tier speed packages

WHEREAS, after review and consideration, this Board of Commissioners would concur with this recommendation to award to Connect Holding II LLC dba Brightspeed for rural broadband services in Ashtabula County; and

WHEREAS, a contract has been presented with Connect Holding II LLC dba Brightspeed, as follows:

Party: Connect Holding II LLC dba Brightspeed, 1120 S. Tryon St., Ste. 700, Charlotte NC 28201

Scope: to extend its all-fiber optic network solution to directly connect unserved or underserved residents and businesses within Ashtabula County, providing high speed broadband services to county residents and businesses who currently lack a minimum of fully symmetrical 100Mbps service to approximately 985 unserved or underserved addressable locations within the County. Brightspeed will also provide its service to additional locations that are not grant eligible but passed along the way and will report that number of additional enabled locations to the County. to ensure high-speed broadband is available to as many local residents and businesses as possible.

Term: Effective May 21, 2025 and continue for seven years beyond the date of the Final Project Completion Milestone.

Cost: Total project cost not to exceed \$3,888,584- (\$2,497,161 from ARC BaaS grant funds and \$1,391,423 from Brightspeed funds); now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the proposals be received and awarded to and a contract approved with Connect Holding II LLC dba Brightspeed in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-242

May 21, 2025

**RESOLUTION RECEIVING PROPOSALS, AWARDING AND APPROVING
CONTRACT WITH CONNECT HOLDING II LLC DBA BRIGHTSPEED FOR FOR
RURAL BROADBAND SERVICES IN ASHTABULA COUNTY**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

BROADBAND INFRASTRUCTURE PUBLIC-PRIVATE AGREEMENT

THIS BROADBAND INFRASTRUCTURE PUBLIC-PRIVATE AGREEMENT (“Agreement”) is made, as of the 21st day of May, 2025 (“Effective Date”), by and between Connect Holding II, LLC d/b/a Brightspeed (“Brightspeed”) a Delaware limited liability corporation, with a place of business located at 1120 S. Tryon Street, Charlotte, North Carolina 28203 and the Ashtabula County Ohio Board of Commissioners, 25 West Jefferson Street, Old Courthouse 2nd Floor, Jefferson Ohio 44047 (“Board”), (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Board issued a request for proposals (“RFP”), attached hereto and incorporated by reference herein as Exhibit A, reflecting the commitment of the Board to ensure high-speed broadband is available to as many local residents and businesses as possible, seeking broadband solutions to deliver broadband service in an unserved/underserved region of Ashtabula County (“County”).

WHEREAS, Brightspeed submitted a response to the RFP (“Brightspeed Response”), relevant portions of which are attached hereto and incorporated by reference as Exhibit B and proposed to extend its all-fiber optic network solution to directly connect unserved or underserved residents and businesses within County, providing high speed broadband services to County residents and businesses who currently lack a minimum of fully symmetrical 100Mbps service (collectively, “Consumers” or “Unserved Consumers”) to approximately 985 unserved or underserved addressable locations within the County (“the Project”). Brightspeed will also provide its service to additional locations that are not grant eligible but passed along the way and will report that number of additional enabled locations to the County; and

WHEREAS, the Ashtabula County Commissioners reviewed all submitted proposals and ranked Brightspeed as a most responsive and responsible proposer, and County accepted the Brightspeed Response and identified Brightspeed as a strategic County partner with which to conduct negotiations given that Brightspeed possesses the requisite experience, expertise and financial strength to acquire, plan, design, develop, construct, repair, maintain, or finance the Project; and

WHEREAS, the Parties have negotiated in good faith to develop acceptable terms and wish to enter into a binding Agreement defining the objectives, duties, roles, and responsibilities of each Party with respect to extending Brightspeed’s Project.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Broadband Deployment Project. The proposed fiber network will provide Consumers with a minimum of fully symmetrical 200Mbps and a maximum of at least fully symmetrical

2 Gbps (“high-speed broadband services”), subject to Consumer preferences. The Project shall be built as geographically depicted in Exhibit B and shall be referred to as the project area (“Project”). Brightspeed shall utilize XGS-PON technology to deliver its high-speed broadband services.

2. Term. Unless this Agreement is terminated in accordance with the provisions contained herein, or extended by mutual agreement of the Parties, their successors, or their assigns, the Period of Performance for this agreement shall begin on the Effective Date and continue for seven years beyond the date of the Final Project Completion Milestone as defined in paragraph 6 (“Term”). At all times, including after any termination of this Agreement, Brightspeed shall retain exclusive ownership of all Project infrastructure.

3. Completion Date. Brightspeed’s target completion date for the Broadband Deployment Project September 30, 2026; however, if the project construction is completed within twenty-four (24) months of the Effective Date of this Agreement, it will be considered on-time delivery of the Project. A proposed timeline of the Broadband Deployment Project is included with materials in Exhibit B.

4. Project Performance and Metrics. Brightspeed shall provide Board with monthly performance updates and metrics related to Project Information (“Metrics”) until completion of the Project. Metrics shall be reported in writing and shall include, but are not limited to, the information required to be reported to ARC, including a summary of the tasks and progress toward completion. Brightspeed will develop a quarterly report form for reporting metrics to the Board consistent with the ARC’s Guide for Performance Measures, which shall be provided on 12th day of the month by emailing the designated county contact. Brightspeed will complete the ARC Fabric ID location template and will report locations to the FCC as part of its Broadband Data Collection (BDC) as locations are enabled.

5. Contribution Amounts. In consideration of support of the Brightspeed Project outlined in Exhibit B, Board shall pay Brightspeed an amount of \$2,497,161 (“Board’s Contribution Amount”) toward a total project costing \$3,888,584 with Brightspeed contributing \$1,391,423 in match. The Board’s Contribution Amount will come from the Appalachian Regional Commission “Community Broadband as a Service” (“ARC BaaS grant”) and will be limited to this amount. All remaining costs will be Brightspeed’s responsibility. Brightspeed will ensure the Project and the reporting metrics provided to the Board meet reporting requirements for any reporting the Board needs to provide.

6. Payment Schedule. The Board, consistent with the requirement of the ARC grant, as detailed in Exhibit A, will distribute the grant fund over the period of performance that will endure for a seven-year period after the Final Project Close Out as defined later in this paragraph. The payment schedule set forth below pays higher percentages of the funds that aligns with Brightspeed providing documentation of the fiber to the home network to the agreed to locations that enable customers to order high speed broadband services.

The Board shall pay Brightspeed based on the following milestone-based schedule:

- a. 20 % upon the Project Initiation Date Milestone– this is the date that the Project officially starts following the full execution of this Agreement and all required grant documents, if applicable, and Brightspeed begins to undertake Project work and/or incur Project expenses.
- b. 20% upon Completion of Detailed Engineering and Planning and Initiation of Materials Ordering and Permitting Milestone – this is the date on which the detailed network routes and network design have been finalized, although the Parties acknowledge and agree that final routes are subject to change based on subsequent project design needs and/or field conditions. These are necessary Project phases that are in preparation for, and support required inside plant and outside plant Project construction activities.
- c. 20% when Fiber Services are Available for Purchase at 1/3 of Locations Milestone – this is when Brightspeed has tested and confirmed that the deployed network is operational and customers at the Locations can order fiber services. Brightspeed shall provide the County a list of fiber serviceable Locations and documentation that service may be ordered at a sampling of passed locations on the list.
- d. 20% when Fiber Services are Available for Purchase at 2/3 of Locations Milestone – this is when Brightspeed has tested and confirmed that the deployed network is operational and customers at the Locations can order fiber services. Brightspeed shall provide the County a list of fiber serviceable Locations and documentation that service may be ordered at a sampling of passed locations on the list.
- e. 15% upon Final Project Close Out Milestone – which is confirmation that fiber services are available for purchase at all funded Locations and required Project completion documentation is provided to the County. Brightspeed shall provide the County documentation of project completion, including confirmation of fiber serviceability at the Locations and shall attest that it has completed the Project.
- f. 5% upon the completion of the seven-year period of performance for the grant (measured as seven years after Final Project Close Out Milestone). The Board's Contribution Amount shall constitute an all-inclusive, total sum for the Project provided by Brightspeed under the terms of this Agreement, subject to customary availability and deployment in the market, as well as applicable legal and regulatory requirements. Within sixty (60) calendar days after Board's receipt of each Payment Invoice and any supporting documentation on the network deployment and/or performance, Board will pay portions of the Board's Contribution Amount by wire transfer to an account specified by Brightspeed. In the event that Board disputes any amount set forth on a Payment Application, Board shall notify Brightspeed in writing setting forth the amount withheld from such Payment Application and a reasonable description of the rationale for the withholding. Brightspeed shall promptly cure the underlying cause for any such withholding and, upon curing such underlying cause, may include amounts of

Board's Contribution Amount with respect thereto with the next Payment Application, unless otherwise agreed upon by the Parties in writing.

- 7. Responsibilities of Brightspeed.** Brightspeed represents and warrants that it shall:
- (a) perform the Broadband Deployment Project that all the addressable locations identified in Exhibit B have access to Brightspeed services in accordance with the Project Information;
 - (b) provide an experienced and able management team to design, build, operate, and maintain the proposed Project;
 - (c) perform the Project in a safe and professional workman-like manner and in accordance with all applicable federal, state, Board, and local laws, ordinances, orders, rules, and regulations in effect on the Effective Date;
 - (d) take reasonable precautions to protect the persons and property of others on or adjacent to Project work sites from damages, loss, injury, interference, or nuisance resulting from the project and to restore any property areas to a condition materially consistent with the condition immediately prior to the Project work and/or in compliance with any applicable laws, ordinances, rules, and regulations. In case of any disturbance of pavement (whether concrete, asphalt, or other surface material), curb, sidewalk, driveway, apron, or other surfacing, Brightspeed shall, at its own cost and expense, and in a timely manner, replace and restore all paving, sidewalk, driveway, landscaping, or surface of any area disturbed, in as good condition as before said work was commenced and in accordance with generally applicable standards for such work. In case of any disturbance of grass or topsoil, Brightspeed shall, at its own cost and expense, and in a timely manner, provide seed and straw to all areas disturbed to reasonably restore the grass or topsoil to as good condition as before said work was commenced and in accordance with generally applicable standards for such work. However, unless otherwise negligent and/or failing to follow all laws, ordinances, rules and regulations, Brightspeed shall not be responsible for damages caused to unmarked underground infrastructure, whether it be public or private, or be held responsible for related or incidental damages;
 - (e) obtain all necessary federal, state, Board, and municipal permits, licenses, and approvals prior to the commencement of the project work and subsequent upgrade work;
 - (f) pay for all services, labor, materials, and other costs and expenses incurred in connection with the Project;
 - (g) provide Project closeout documentation, including, but not limited to the Notice of Completion, upon completion of Project; and
 - (h) be solely responsible for providing high-speed broadband services to consumers under its own brands and has exclusive authority and responsibility for fielding customer inquiries, addressing customer concerns, or otherwise with respect to Brightspeed customers within the Board;

8. Responsibilities of Board. Board represents and warrants that it shall:

- (a) provide Board's Contribution Amount described in Section 5 of this Agreement to assist with Brightspeed's Project;
- (b) assist to expedite the permitting process, where possible and consistent with state and federal law, for use of public right of ways and zoning permits for the project and assist Brightspeed in acquiring such permits;
- (c) provide Brightspeed with all Board-specific ordinances, rules, and regulations, if requested.

9. Ownership. Brightspeed shall retain sole ownership and rights in its existing fiber network and any additions to the fiber network as contemplated by the Project and this Agreement, including all materials, equipment, supplies, and facilities constructed and deployed in connection with the Project. The entire fiber network will remain with Brightspeed, and Board shall, other than the conditions described in this Agreement, have no interest therein. If Brightspeed undergoes a change in control, substantial sale of assets, acquisition, material change in management, or dissolution, it must provide prior notice, in writing, to Board.

10. Confidentiality. Subject to the requirements of the Ohio Public Records Act, and as may be lawfully required, Board and Brightspeed agree to keep confidential and protect against disclosure (specifically excluding this Agreement) any and all valuable or potentially valuable information that is marked confidential, whether communicated in written, electronic, or other form prior to or after execution of this Agreement, including, but not limited to, Consumer information and financial, commercial, marketing, sales, technical, or scientific information (including without limitation all patents, copyrights, trademarks, service marks, trade names, trade dress, and applications relating to same, trade secrets, software, code, inventions, know-how, and similar information), and any and all other material, documents, and data related to the business activities of the other party (collectively, "Confidential Information"). Notwithstanding the foregoing, the Parties may disclose Confidential Information to their lawyers, accountants, other professional advisors, and lenders on a confidential basis, and as required by law, regulation, or other legal rule or order. Board hereby covenants and agrees not to duplicate, use, or disclose, in whole or in part, any Confidential Information provided by Brightspeed without prior written consent from Brightspeed. Notwithstanding, Board may disclose Brightspeed data related to the Project to private or public entities for the sole purpose of applying for and/or securing funding or grants, provided that Brightspeed consents in writing, which consent shall not be unreasonably withheld or delayed.

11. Indemnification. Brightspeed covenants and agrees at its expense to pay and to indemnify, protect, defend, and save Board, its elected officials, and its officers, agents, and employees (the "Indemnitees") harmless of, from, and against, any and all claims,

damages, demands, expenses (including, without limitation, reasonable attorneys' fees), and liabilities relating to bodily injury or property damage resulting directly or indirectly from Brightspeed's (and/or any affiliate's thereof) negligent performance pursuant to this Agreement or negligent failure to perform pursuant to this Agreement unless such claims, damages, demands, expenses or liabilities arise by reason of the negligent act or omission of Board, or other Indemnitees. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between Board and Brightspeed or any affiliate thereof.

12. Authority. Board and Brightspeed represent and warrant to the other that it is not, by law or by agreement with others, prohibited from entering into this Agreement, that each Party has obtained any necessary approvals or consents in advance of executing this Agreement, and that the persons executing this Agreement on behalf of each Party are authorized to execute and deliver this Agreement on behalf of such Party.

13. Event of Default; Remedies. Unless otherwise required by law, in the event that either Party breaches a material provision of this Agreement, which shall constitute an "Event of Default" under this Agreement, the non-defaulting Party shall give written notice to the defaulting Party setting forth the nature of the default ("Notice of Default"). The defaulting Party will have thirty (30) days following receipt of the Notice of Default to cure such Event of Default. If the defaulting Party fails to cure the Event of Default within the cure period (which shall be extended in cases where the default is of the nature that it cannot reasonably be cured within such thirty (30) day period), the non-defaulting Party may terminate this Agreement for cause under this Section by written notice to the other Party and may exercise its legal rights and remedies as a result of such Event of Default. During the term of this Agreement, each Party, and their successors and assigns, has the right to enforce this Agreement and any provisions in law and or equity by seeking monetary damages, injunction, specific performance, or other legal and equitable relief without prejudice to any other rights or remedies such Party may have at law or in equity for breach of this Agreement. Project is deemed completed when all locations identified as unserved or underserved in the Project Area can order high-speed fiber broadband services.

14. Brightspeed's Covenants.

(a) Board shall not be liable to Brightspeed for, and Brightspeed shall defend and hold harmless Board from and pay all costs related to, any and all claims, demands, losses, injuries, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees) suffered or incurred by Brightspeed, or any party acting by, through, or under Brightspeed arising out or as a result of the exercise by Brightspeed of any right granted to Brightspeed hereunder, unless caused by a Board Event of Default or the gross negligence, intentional actions, or willful misconduct of Board or any party acting by, through, or under Board;

(b) Brightspeed commits to complying with the requirements of ARC, including but not limited to, assisting Board with reporting metrics.

(c) Industry Standard: Brightspeed commits through the award and implementation process to act in accordance with all generally accepted industry standards.

15. Environmental Liability. Brightspeed at its sole expense hereby assumes full responsibility for, and shall indemnify protect, defend and hold harmless Board from, any and all environmentally related claims, demands, enforcement actions, liabilities, costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Board arising out of Brightspeed's performance of its responsibilities under this Agreement.

16. Incorporation by Reference. All of the Exhibits attached hereto are expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto. In the event of any inconsistency between this Agreement and the exhibits attached hereto, this Agreement (without reference to such exhibits) shall govern.

17. Execution in Counterparts. This Agreement may be executed and delivered in any number of counterparts each of which so constituted and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

18. Notice. Every notice required or permitted hereunder must be in writing and is deemed to have been duly given if personally delivered or mailed by certified or registered mail, return receipt requested, to the Party's address set forth below. Notice is effective upon receipt or refusal as indicated by the return receipt. Either Party may change its address for the purpose of notice hereunder by providing the other Party with notice of the new address.

Notices to Board:

Ashtabula County Board of Commissioners
25 West Jefferson St.
Jefferson Oh 44047
Attn: J. P. Ducro IV, Commissioner
jpducro@ashtabulacounty.us
commissioner@ashtabulacounty.us
440-576-3750

Additional Notice:

Ashtabula County Planning & Development Office
25 West Jefferson St.
Jefferson Oh 44047
Attn: Jake Brand, Director
jabrand@ashtabulacounty.us
440-576-3825

Notice to Brightspeed:

Connect Holding II LLC d/b/a Brightspeed
1120 South Tryon Street, Suite 700,

Charlotte, NC 28203
Attention: Pamela Sherwood, Vice President
Broadband Grants Office
Pamela.sherwood@brightspeed.com;
broadband@brightspeed.com
704-314-2249

19. Interpretation. All paragraph headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions hereof or thereof.

20. Governing Law. This Agreement is governed by and construed under the laws of the State of Ohio, and the United States of America, in that order, without regard to conflict of laws principles.

21. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"):

- (a) acts of God;
- (b) flood, fire, earthquake, or explosion;
- (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- (d) government order, law, or actions;
- (e) embargoes or blockades in effect on or after the date of this Agreement;
- (f) national or regional emergency;
- (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and
- (h) telecommunication breakdowns. Other delays attributable to circumstances outside the control of Brightspeed, such as permitting, railroad crossing, or pole attachment constraints such as make-ready work, may be the grounds for extension of the construction period. The Impacted Party shall give notice promptly of the Force Majeure Event or other delay attributable to circumstances outside the Party's control to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

22. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Brightspeed may assign this Agreement only upon prior written notice and consent of Board, which consent may be withheld or conditioned as determined by Board. Successors and assigns of Brightspeed shall be bound by and comply with all provisions of this Agreement.

23. Waiver. The failure of either Party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such Party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

24. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25. Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the Party against whom enforcement of the change, amendment, modification, waiver, or discharge is sought.

26. Counterparts, Separate Signature Pages, and Facsimile Signatures. This Agreement may be executed in several counterparts, by separate signature pages, and/or by facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile signatures together shall constitute one and the same Agreement.

27. Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by Board and/or Brightspeed falls on a Saturday, Sunday, or federal, state, or Board legal holiday, such date shall be deemed postponed until the next business day thereafter.

28. Interpretation. This Agreement and any related instruments shall not be construed more strictly against one Party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the Parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the Parties hereto and that both Parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

29. No Recordation. Neither this Agreement nor any memorandum of the terms hereof shall be recorded or otherwise placed of public record.

30. Compliance With Laws. Each Party's obligations under this Agreement shall comply with all applicable local, state and federal legal, regulatory and statutory requirements.

31. Applicable Federal Laws and Guidance. The terms and conditions of the following federal laws and guidance are incorporated into this agreement.

32. Entire Agreement. This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement.


To the extent that any of the provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the terms and conditions of this Agreement shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by each Party and delivered to the Party relying on the writing. The Parties agree that no earlier draft or drafts of this Agreement shall be used for any purpose.

[Signature page immediately follows.]

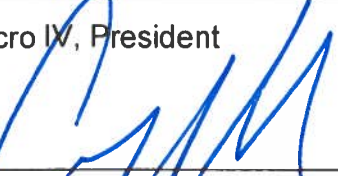
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IN WITNESS WHEREOF, the parties have executed this Public-Private Partnership Agreement as of the date first written above.

BOARD OF COMMISSIONERS, Ashtabula County, Ohio

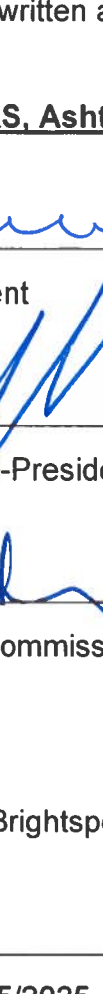
By: 

Name: J. P. Ducro IV, President

By: 

Name: Casey Kozlowski, Vice-President

5/21/25

By: 

Name: Kathryn Whittington, Commissioner

BRIGHTSPEED:

Connect Holding II LLC d/b/a Brightspeed

By: 

Name: Pamela Sherwood 5/15/2025

Title: Vice President Broadband Office

Exhibit A

Ashtabula County Request for Proposals for Broadband Services

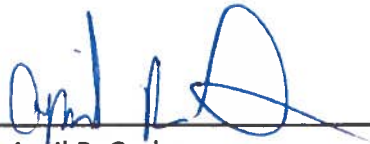
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Signature Page

AGREEMENT TITLE: BROADBAND INFRASTRUCTURE PUBLIC-PRIVATE AGREEMENT

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: 4/22/2025 _____

Reviewed by Earl F. Stoll, Assistant Prosecutor




COVER PAGE

REQUEST FOR PROPOSAL- BROADBAND SERVICES IN ASHTABULA COUNTY

ASHTABULA COUNTY, OHIO ASHTABULA COUNTY BOARD OF COMMISSIONERS OLD COURTHOUSE, 2 ND FLOOR 25 WEST JEFFERSON STREET JEFFERSON, OHIO 44047	RFP: BROADBAND SERVICES Date: December 31, 2024 Written questions should be directed to: Tom Reid at Tom@ReidConsultingGroup.com
Return qualifications no later than: Opening Date: February 12, 2025 Opening Time: 2:00 p.m.	Submit to: Ashtabula County Board of Commissioners Attn: Lisa Hawkins, Clerk of the Board Old Courthouse, 2 nd Floor 25 West Jefferson Street Jefferson, OH 44047

Broadband Services in Ashtabula County, Ohio

To respond to this Request for Proposal ("RFP") this Cover Sheet and all appropriate forms must be completed and submitted. The Ashtabula County Board of Commissioners is requesting that one (1) copy and one (1) flash drive be returned in response to this RFP.

MUST BE SIGNED TO BE VALID	
Company: Connect Holding II LLC d/b/a Brightspeed	DATE: Feb. 5, 2025
MAILING ADDRESS: 1120 S. Tryon St. Ste. 700	PHONE: 704-314-2249
CITY: Charlotte NC	E-MAIL: pamela.sherwood@brightspeed.com
SSN OR FEDERAL TAX NO.: 87-3811759	TITLE OF AUTHORIZED REPRESENTATIVE: Vice President Broadband Office
AUTHORIZED SIGNATURE: 	PRINTED NAME: Pamela Sherwood DATE: Feb. 5, 2025

1. Provide a restatement of the goals, objectives, and project tasks to demonstrate the responder's understanding of the project and your approach to this project. Please reference the Project Description section in your responses.

As referenced in the Project Description section of the Request for Proposal, Brightspeed understands that Ashtabula County is subsidizing broadband service to eligible locations by utilizing an Appalachian Regional Commission broadband grant award as an incentive to internet service providers to provide broadband service to those areas identified by the County as eligible. Brightspeed further understands that the County will provide those funds to a successful respondent under the terms and conditions of a long-term contract mutually executed by the County and the winning respondent. Those funds will be made available to the successful respondent on an annual basis through the receipt of an invoice from the selected respondent over a seven-year period, and that the chosen ISP will be required to provide documentation as outlined in the grant agreement. Outside of the County's financial contribution, the selected respondent will be responsible for all remaining costs of the network buildout.

Brightspeed further understands the requirements of system design, including uptime requirements, backhaul capacity, latency, the lack of data caps and throttling, speed requirements, prohibitions on banned technology, written overviews of technology (included below), and preferable completion dates negotiated as part of the grant agreement.

2. Provide your background and experience in the following areas:
 - a. Coverage Area: summarize your company's current service area footprint and estimated customer size, both residential and business.

Brightspeed's existing network spans tens of thousands of miles and has over 1.7 million customers across our footprint, which is comprised of the following states: Alabama, Arkansas, Georgia, Illinois, Indiana, Kansas, Louisiana, Michigan, Mississippi, Missouri, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, and Wisconsin. Approximately 369,000 of those customers are business accounts, and over 1,331,000 are residential accounts.

- b. Services: describe any direct experience and knowledge your company has in providing residential and business broadband services.

Brightspeed was established to own, operate and manage assets acquired from CenturyLink in rural areas by Apollo Global Management. While Brightspeed has only been established for a short time, it has acquired CenturyLink's network, operations, customers and, importantly, its employees, in Ohio and 19 other states. Brightspeed is leveraging the experience and expertise that CenturyLink has built over



decades of operation in the state and elsewhere, and has a long history of working with federal, state, and local municipalities to obtain the required authorizations for our construction projects.

Our business model consists of leveraging historic legacy assets in rural areas and bringing state of the art fiber-optic broadband networks to those areas. Ohio is one of the 20 states that make up Brightspeed's footprint, encompassing mainly rural and suburban regions of the country. Brightspeed intends to invest at least \$2 billion over its entire footprint in its fiber optics transformation, which is expected to reach up to 3 million homes and businesses over the next five years, including in many locations where fiber and advanced technology have not historically been deployed. Brightspeed routinely has over 400 fiber construction projects ongoing across its footprint at any one time and was the nation's second-fastest fiber-builder in 2024, passing our one-millionth premise with fiber in April of 2024.

Brightspeed has a strong, experienced management team that includes senior executives with extensive experience designing and deploying Verizon's cutting-edge FiOS large-scale Fiber to the Premises ("FTTP") network. These executives each have multiple decades of overall telecom and business experience, and lead the established network and operations teams, including employees that live in Trumbull County, Ohio to build and maintain our broadband projects.

Brightspeed's network spans tens of thousands of miles across our 20-state footprint and currently has over one million customers. Those customers are served by our nearly four thousand employees, all of whom work in areas related to telecom and broadband.

3. Provide the ISP's proposed investment area(s) connectivity schedule and any discuss any phasing.

Brightspeed will undertake commercial best efforts to complete the project within 24 months of the execution of a contract, and we have provided a timeline which is attached. We fully expect to achieve this goal and note that, like any major construction project, the schedule is subject to change as a result of various factors, including delays due to weather or Act of God events, obtaining necessary permits in a timely manner, and difficulty in obtaining and deploying necessary fiber, equipment, labor, and other resources needed to complete the project as scheduled.

Brightspeed's deployment plan is as follows: after contract execution, Brightspeed's network planning team will begin work on the design-build engineering phase of the project. During this phase, Brightspeed will finalize network design; create the bill of materials; order and receive the materials; and submit permits and make-ready. These activities will be completed within the second quarter of 2025 and the second quarter of 2026. In quarter 1 of 2026, Brightspeed will begin project construction, distributing fiber along the project route path using our contracted workforce and will turn up locations as they are complete. Construction is expected to be complete in the 3rd quarter of 2026. Subsequently, fiber splicing and testing will occur, after which the project will be complete, and service will be available to all customers by the first quarter of 2027. This proposed timeline is standard for Brightspeed and has been crafted based on Brightspeed's vast experience building fiber-to-the-home networks.



4. **ISP shall provide substantive information/documentation which illustrates its financial capabilities to deliver, operate, maintain and improve its proposed network over the long term.**

Brightspeed certifies that it possesses the financial capability to deliver, operate, maintain, and upgrade all FTTH services within the realm of the proposed project. Brightspeed was established to own, operate and manage assets acquired from CenturyLink in rural areas by Apollo Global Management in October of 2022, when Apollo Global Management acquired CenturyLink's network in 20 states, leveraging the experience and expertise that CenturyLink has built over decades of operation. This acquisition set Brightspeed up for success with immediate access to the network, operations, customers and, importantly, its employees, in its 20-state footprint. CenturyLink is a large rural ILEC that has provided voice and internet services to customers throughout the United States for many decades and Brightspeed is continuing to serve with the companies it acquired.

Brightspeed is exceptionally well financed by Apollo, which is a publicly traded company with a current market cap in excess of \$35 billion. It manages more than \$400 billion in credit, private equity, and real assets funds. Apollo has made over \$5 billion available to Brightspeed, and a proportional amount of this funding will be available for investment in Ohio. As grants are won, and contracts are executed, we allocate capital expenditures from our budget to complete the project.

As proof of its financial capability, please find Brightspeed's audited financial report attached for 2023. This material is not subject to disclosure under Ohio Open Records requests and is subject to an exemption as confidential financial information. This information has not been printed to protect confidentiality but is available on the enclosed flash drive.

5. **Each respondent shall provide a minimum of three (3) references where similar projects have been completed. These projects should be similar in design and scope. Identify key personnel who will work with the County over the term of their agreement.**

Brightspeed is exceptionally experienced in building fiber networks and routinely has over 400 self-funded fiber deployment projects of similar scale in progress across its 20-state footprint at any one time. Recent examples of similar size and scope include:

1. Brightspeed completed a fiber build in Greensburg, LA, which installed a total of 111 miles of fiber to pass a total of 1,673 premises. This project was funded in-part by RDOF funds. In Louisiana, Brightspeed has RDOF obligations to serve a total of 7,616 locations at a total cost of \$18 million. This build was part of that effort. High-level engineering designs for this project were started on June 6, 2023, with construction and final inspection completed on April 14, 2024.



2. Brightspeed completed a fiber build in Springhill, LA, which installed a total of 40 miles of fiber to pass a total of 2,804 premises. This project was funded by Brightspeed's internal funds. High-level engineering designs for this project were started on December 27, 2023, with construction and final inspection completed on June 7, 2024.
3. Brightspeed completed a fiber build in Robertsdale, AL, which installed a total of 58 miles of fiber to pass a total of 3,752 premises. This project was funded by Brightspeed's internal funds. Construction this project was started on September 18, 2023, with construction and final inspection completed on January 19, 2024.

Brightspeed has a proven history of working with community partners for broadband network infrastructure and adoption efforts. As mentioned above, Brightspeed was awarded over two dozen grants in North Carolina's GREAT grants program. In April of 2024, Brightspeed held a virtual meeting and invited representatives of every county in which a grant award was procured. In attendance were members of Brightspeed's Executive Leadership Team including CEO Tom Maguire; Corporate Development Officer Sherry Hessenthaler; Broadband Office Vice President Pamela Sherwood; Government Affairs Director Steven Brewer, and Vice President of Marketing Steve DeCaspers. During this meeting, County representatives were told what to expect during the build process, how Brightspeed planned to market to areas to increase adoption, and how the counties themselves could aid adoption by letting constituents know how to be alerted that Brightspeed Fiber was available to them.

Another example of how Brightspeed works with community partners is exemplified by working with Albemarle County in Virginia. In conjunction with the County during a new Brightspeed Fiber build, Brightspeed hosted multiple monthly webinars that were open to the public with information on how to stay informed of availability and subscribe to our service, as well as making ourselves available for direct questions and providing digital literacy information to residents who attended.

Brightspeed welcomes opportunities such as these to work with county partners and, if awarded, would welcome discussions with Trumbull County to implement similar tactics. Brightspeed employees who would work closely with the County over the term of any grant agreement include:

Tom Simone – Government Affairs and Public Policy Director

Pamela Sherwood – Vice President of Brightspeed's Broadband Office and authorized signatory of grant agreements

Marcy Mealy – Brightspeed Broadband Grants Compliance Manager

6. **ISPs must submit a proposal for services which sets forth options for the greatest extent of broadband service either through fiber, wireless, or mixed coverage in the underserved investment**



areas (see Appendix B), clearly delineating the costs per option.

Brightspeed proposes to build a forward-looking, fiber-to-the-premise (FTTP) network which would pass 985 eligible homes, businesses and community anchor institutions in Ashtabula County. The total project cost is \$3,888,584 with Brightspeed providing a 36% match of \$1,391,423 with the remaining \$2,497,161 requested from the County.

This proposal includes the deployment of state-of-the-art 10G symmetrical network equipment (XGSPON), and the fiber necessary to deliver FTTP service directly to customers' homes and businesses. XGSPON is a state-of-the-art Passive Optical Network (PON) technology that could scale up to 10 Gbps for both upload and download (i.e., symmetrical) data speeds. The base speed fiber offering provides 200 Mbps/200 Mbps (download/upload) speeds, and the top-end service will be at least a 2 Gbps symmetrical (i.e., 2 Gbps upstream and 2 Gbps downstream) speed service (or higher).

For high density areas, the distributed tap fiber distribution network will be deployed using a fully connectorized technology that will significantly reduce the construction timeline as well as the restoral timeframe should damage occur in the future. In lower density areas, the distributed tap fiber distribution network will be deployed using a fiber spliced technology which is more economical for low density builds.

This grant award will allow Brightspeed to provide high-speed data transfer rates up to 2 Gbps transported on a single fiber from the ILEC central office (CO) to the customer's home or business. In addition to having super-fast data throughput speeds, the network Brightspeed is deploying allows for symmetrical data transfer rates (the upload and download speeds are the same), which is the state-of-the-art for network design. The XGSPON and distributed tap architecture eliminate the need for active electronics (and the associated power and real estate needs and maintenance costs) in the distribution plant. The capabilities of a fiber or Optical Distribution Network (ODN) are essentially limitless, offering customers an extremely reliable technology medium that is resilient in the face of bad weather -there is no service fade as may be the case with other technologies.

The proposed network and technology solution will have the ability to be upgraded to faster speeds in the future. The useful life of fiber is approximately 20 years, giving the project a long lifespan during which it can continue to better the community.

Brightspeed will utilize the following pricing structure for customers passed by the proposed network:

200/200 Mbps - \$59.99 per month

500/500 Mbps - \$69.99 per month

1/1 Gbps - \$79.99 per month

2/2 Gbps - \$99.99 per month



Brightspeed understands that affordability is an important factor for residents of the proposed areas and has priced its broadband plans accordingly. Brightspeed participated in both the FCC's Affordable Connectivity Program (ACP), which offered a \$30 monthly discount to qualifying residents, and participates in the federal Lifeline program, which offers a discount of up to \$9.25 per month.

While the FCC's ACP program has exhausted its funding, Brightspeed commits to the additional \$30 per month discount to qualifying residential customers whether or not ACP is allowed to continue as a program and commits to participating in any subsequent federal or state program to ensure affordability for low-income qualifying consumers that may be offered in the future. Brightspeed remains committed to ensuring our low-income customers continue to have an affordable option and is currently vetting how to "qualify" new low-income customers for any such program. Brightspeed's broadband services offer high speeds and prices well below the national benchmark standard and will enable job creation and support the anticipated economic benefits to the community. Monthly speed tiers and pricing is included in all marketing material outlined above, and specific details on all low-cost and customer assistance options available to Brightspeed customers is available at <https://www.brightspeed.com/aboutus/community/lifeline/>.

7. **The Applicant must provide network architecture documentation. Network architecture should consider a redundant topology that provides resiliency in the network. While not every component of the network can be redundant, where feasible the ISP should take steps to make service offerings as resilient as possible.**

The proposed network and technology will use XGSPON over a single fiber from the customer's home to the broadband serving office. Connections from the broadband serving office to broadband hub offices and aggregation gateway will leverage diverse fiber paths wherever possible and will be able to survive a single fiber cut. Third party partners will be leveraged for diverse uplinks from the aggregation gateway to the Internet. The failure domain of a single broadband aggregation gateway is <15k subscribers. The failure domain of a single optical line terminal (OLT) within the broadband hub office is <800 subscribers for a small shelf and <1,600 subscribers for a large shelf.

Brightspeed designs its networks to ensure the ability for future growth and scale as farmland is developed, new subdivisions are added or if a non-affiliated provider requests commercial access to facilitate backhaul. As such, Brightspeed will deploy a reasonable amount of excess conduit capacity and conduit access intervals. Brightspeed performs analysis pre-project construction and utilization analysis when customers are using the network. We size the initial bandwidth based on the pre-project analysis, incorporating the potential traffic, and augment our network, if needed, to support this traffic. Once the network is operational and as customers are added, we monitor the network's utilization and trigger augments at certain thresholds to avoid customer service issues and provide the expected level of



service. The XGSPON network proposed in this application is scalable to increase speeds should the need arise.

Please see Brightspeed's Network Architecture Diagram, as well as a map of fiber routes and locations to be served by the proposed project included with this proposal.

8. Describe ISP's network expected availability for more than 99% of the time except for outages caused by the customer's equipment, fiber or wire cuts by third parties, downtime for planned maintenance occurring during non-business hours or other events that cannot be controlled by the provider.

As a traditional telephone provider and an internet service provider, Brightspeed has a well-established systems, processes and employees dedicated to network monitoring. Brightspeed has multiple 24x7 NOCs monitoring the network for critical outages for troubleshooting and dispatch if required. Our broadband NOC monitors all access devices (last equipment before customer prem). There is an IP NOC monitoring of all Ethernet/Core devices and Transport NOC monitoring of all transport. Alarms are forwarded to Outage Tracker/Service Now for visibility to the NOC. There is also Voice and SS7 NOCs monitoring switching. Any issue in the network that has the potential to negatively impact customer's service is alarmed and will trigger an investigation and action by the NOC. The NOC has performance metrics in place to report on the volumes of outages and restoral times and has a dedicated event management team that tracks and escalates network related events. This team is also responsible for notification and updates to impacted customers. Brightspeed is compliant with the FCC guidelines for 911 service delivery and transport infrastructure reliability. As Brightspeed uses existing plant including rights-of ways and existing infrastructure where possible, Brightspeed does not anticipate requiring equipment or additional land access from the County for network monitoring.

Brightspeed makes every effort to resolve customer outages within 24 hours. Once a trouble ticket or service alarm has been received, troubleshooting workflows are housed in our technical support knowledge base called Service Now. Notification is communicated to users of Service Now (Brightspeed employees) when new processes are created or when existing processes are updated.

Brightspeed has skilled installation/repair technicians and Central Office technicians that perform troubleshooting of the network to include equipment and outside plant issues. These resources are responsible for repairing issues within the Brightspeed infrastructure. Brightspeed resources are subsidized by contractors that are utilized as needed.

Individual customers and outages are identified and trouble tickets flow to the dispatch system and then to the appropriately skilled technician for the area. After-hours/emergency issues are evaluated against defined criteria and if criteria are met, a callout occurs.



Brightspeed has policies in place to credit customers for service outages. Qualifying credit for service interruption is made in accordance with our subscriber agreement. Customers may be eligible for a credit if their service is down for 24 hours. If a customer is eligible for a credit, it will appear on the customer's bill one to two months after the repair is finished.

Brightspeed has dedicated teams managing billing, technical questions, and issue resolution on customer accounts. Brightspeed staffs inbound call centers for all of its 20 states on a consolidated basis, managing those call centers across the country. Trumbull County customers will be routed to the next available customer service representative to ensure prompt resolution of the problem and are not routed to a particular call center.

In addition, Brightspeed staffs chat centers where customers can get resolutions to their issues over text, and social media-based technicians that monitor Brightspeed accounts and provide customer service over sites such as Facebook and X (formerly Twitter). Our non-technical consumer contact centers are open Monday through Friday from 8:00 a.m. – 8:00 p.m. and on weekends from 8:00 a.m. – 5:00 p.m. Chat centers are open from 8:00 a.m. – 11:00 p.m. 7 days a week, and our social media teams work from 8:00 a.m. – 11:00 p.m. through the week and 8:00 a.m. – 6:00 p.m. on the weekends.

Consumer Technical Support contact centers for customers to report problems with their service are open 24/7/365 for phone and chat, and a specific small business support line is available from 7:00 a.m. – 10:00 p.m. 7 days a week. All times are Eastern.

Brightspeed also offers a robust online Service Troubleshooter website which provides tools, including customer guidance on several aspects of customer service including a speed test, a troubleshooter and outage check, and tools to both manage existing appointments and to identify where a scheduled technician is related to the customer's scheduled appointment through a "Where's My Technician" feature.

9. Describe how the ISP would provide data that demonstrates the network's performance to the required standards. These standards will need to be met for services contracted. Speeds will be tested and proven as negotiated in the contract.

Brightspeed has a well-established systems, processes and employees dedicated to network monitoring, which includes regularly and consistently testing our upload/download and latency speed. The Calix equipment Brightspeed uses incorporates Ookla speed-test software, which will be used to generate reporting. Brightspeed will comply with any mutually agreed-upon submission of data per an executed grant agreement in a timely and reasonable manner.

APPENDIX A
ISP RESPONDENT PROPOSAL

Company NAME: Connect Holding II LLC d/b/a Brightspeed

ADDRESS: 1120 S. Tryon St. Ste. 700 Charlotte, NC 28203

TELEPHONE: 704-314-2249

REPRESENTATIVE: Pamela Sherwood, Vice President Broadband Office

Please answer the questions below for project proposal.

Project Area:

- Number of customers to be served: 985
- Speed of service to be provided: 200/200 Mbps; 500/500 Mbps; 1/1 Gbps; 2/2 Gbps
- Amount of ISP investment: \$1,391,423; requesting subsidy of \$2,497,161, total project cost of \$3,888,584
- Consumer pricing of service: \$59/m; \$69/m; \$79/m; \$99/m
- Service outside target area Yes ___ No X

I, Pamela Sherwood, an authorized representative of the above indicated firm, have reviewed, and understand the Broadband Service in Ashtabula County's Request for Proposal, and I/we am/are prepared to provide the required services for the above costs.

Signature:



Date: Feb 5, 2025

REPRESENTATIONS, ASSURANCES, AND CERTIFICATIONS

1. Company Name: Connect Holding II LLC d/b/a Brightspeed
2. Company Address: 1120 North Tryon St. Charlotte, NC 28203
3. Telephone Number: 704-314-2249 FAX: N/A
4. The name and telephone number of the person(s) who has the authority to submit Proposal:
Rod Mischke, 704-314-2628, rod.mischke@brightspeed.com
5. The name and telephone number of the person(s) who has the authority to sign contracts:
Pamela Sherwood, 704-314-2249, pamela.sherwood@brightspeed.com
6. The legal status of the Offeror's organization Private Company, LLC organized under the State of Delaware
7. Date of establishment/ incorporation: December.8, 2021
8. Federal Employer Identification Number (FEIN): 87-3811759
9. Is the Offeror co-owned or controlled by a parent company? X Yes No
If yes, name of parent company: Connect Parent
10. Is the Offeror authorized/ licensed to do business in the state of Ohio? X Yes No
11. Is the Offeror bound by Federal, State, or local Affirmative Action or Equal Employment Opportunity rules? X Yes No
If yes, has the company filed all required EEO reports to the necessary agencies? X Yes No

12. The Offeror certifies that it is not debarred nor suspended under Federal and State rulings from receiving federal funds. Yes No
13. Does the company have current or future plans for a buyout or sale? Yes No
14. The Offeror certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work related to this RFP. Yes No
15. The Offeror certifies it is a drug-free work place? Yes No
16. The Offeror certifies it is not delinquent on any Federal debt? Yes No

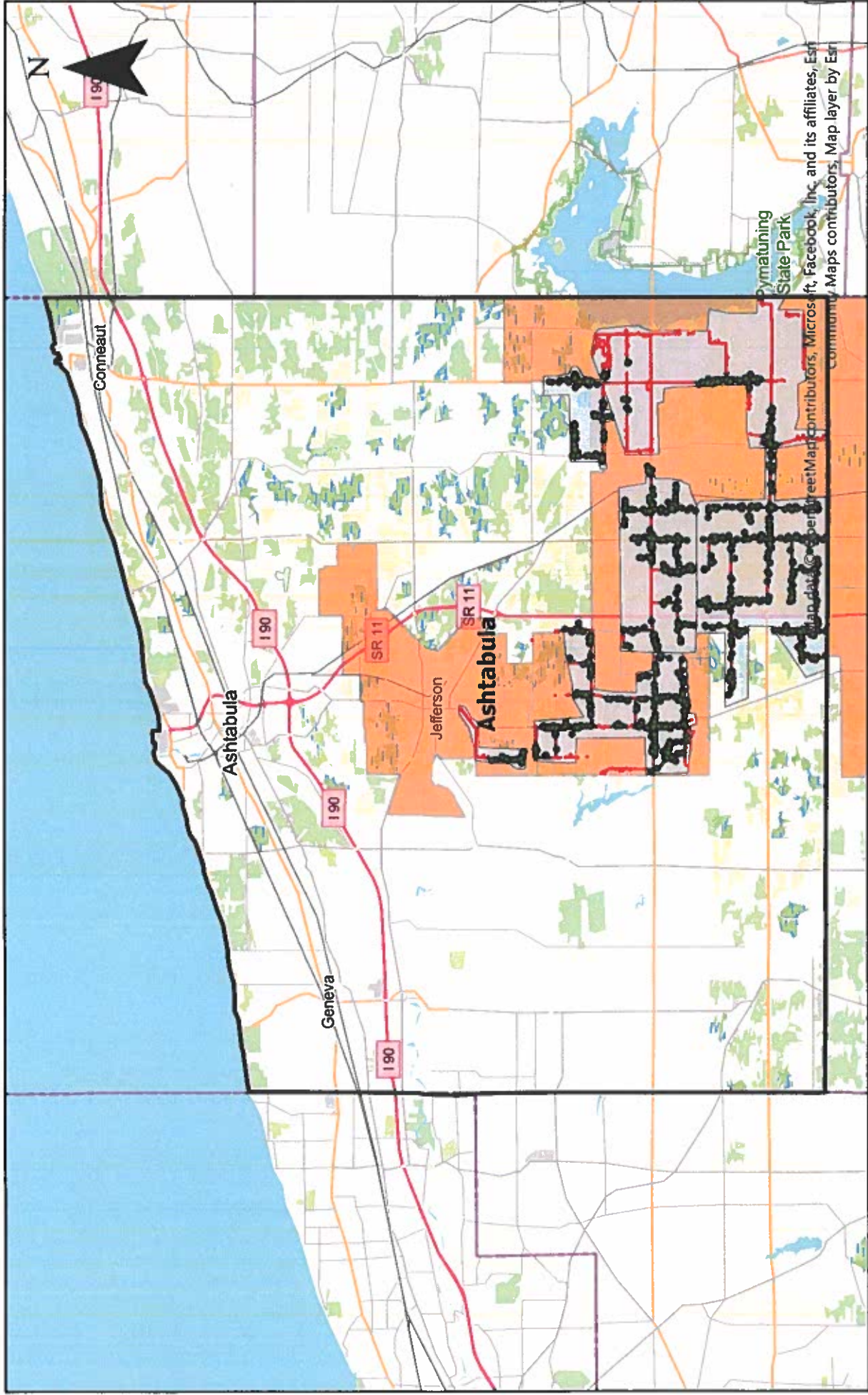
Ashtabula County, OH Estimated Budget

Total Prems	Cost per Premise	Total Cost	Labor	Material	Total Fiber Miles	Cost / Mile	Prems / Mile
985	\$3,948	\$3,888,584	\$2,909,702	\$978,882	92	\$42,267	11
			Labor	Material		Total Cost	
Brightspeed Match:	36%	\$1,047,493	\$352,398	\$1,391,423			
Ashtabula County Request:	64%	\$1,862,209	\$626,484	\$2,497,161			
			Total	\$3,888,584			

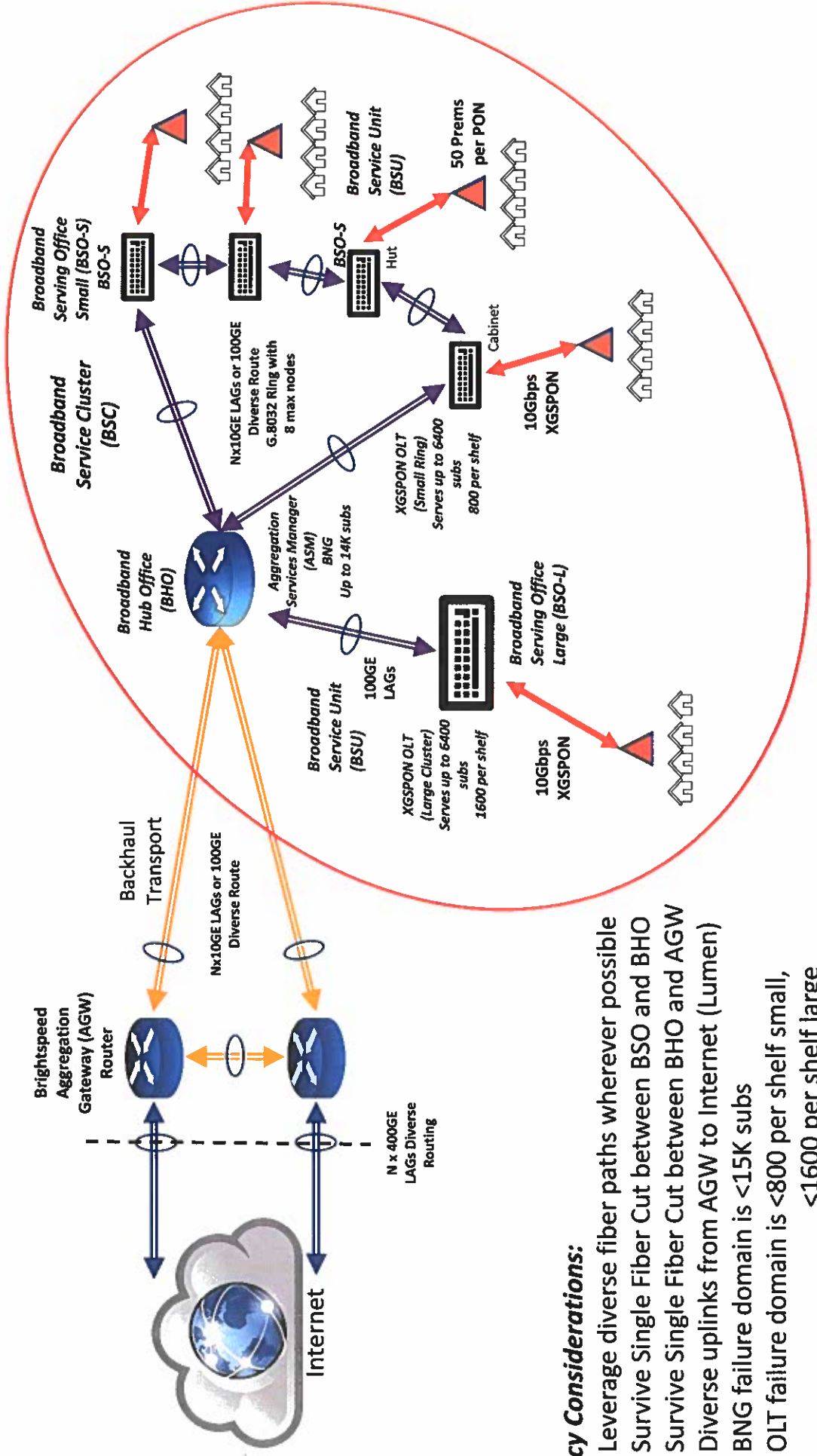
Ashtabula County RFP Brightspeed Proposed build

Legend

-  Brightspeed Service Territory
-  Proposed Grant Locations
-  Proposed Fiber
-  County Boundary
-  Project Area
-  Project Area



Brightspeed Fiber

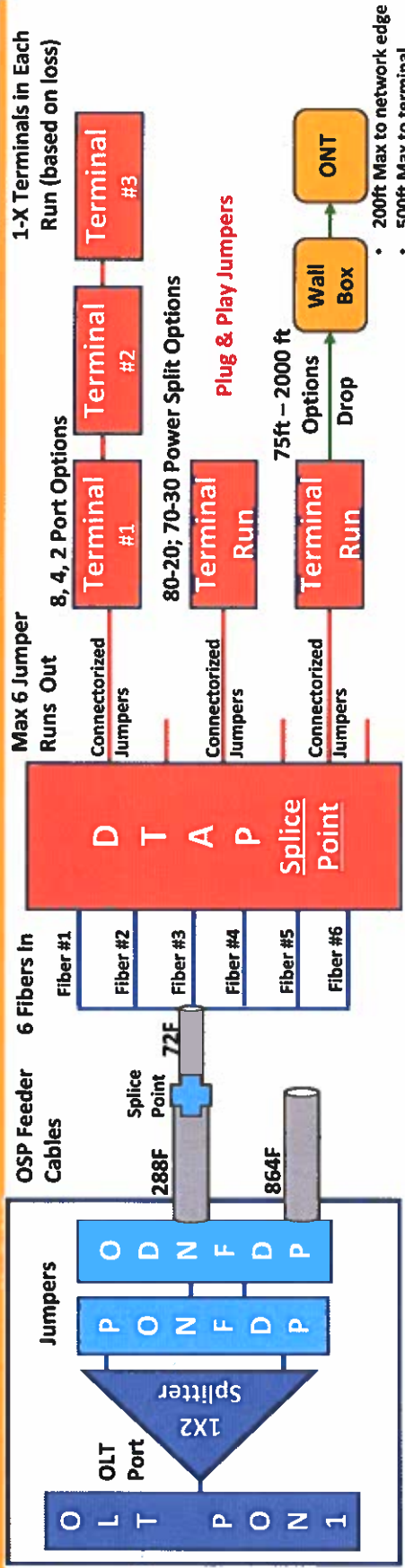


Resiliency Considerations:

- 1) Leverage diverse fiber paths wherever possible
- 2) Survive Single Fiber Cut between BSO and BHO
- 3) Survive Single Fiber Cut between BHO and AGW
- 4) Diverse uplinks from AGW to Internet (Lumen)
- 5) BNG failure domain is <15K subs
- 6) OLT failure domain is <800 per shelf small, <1600 per shelf large

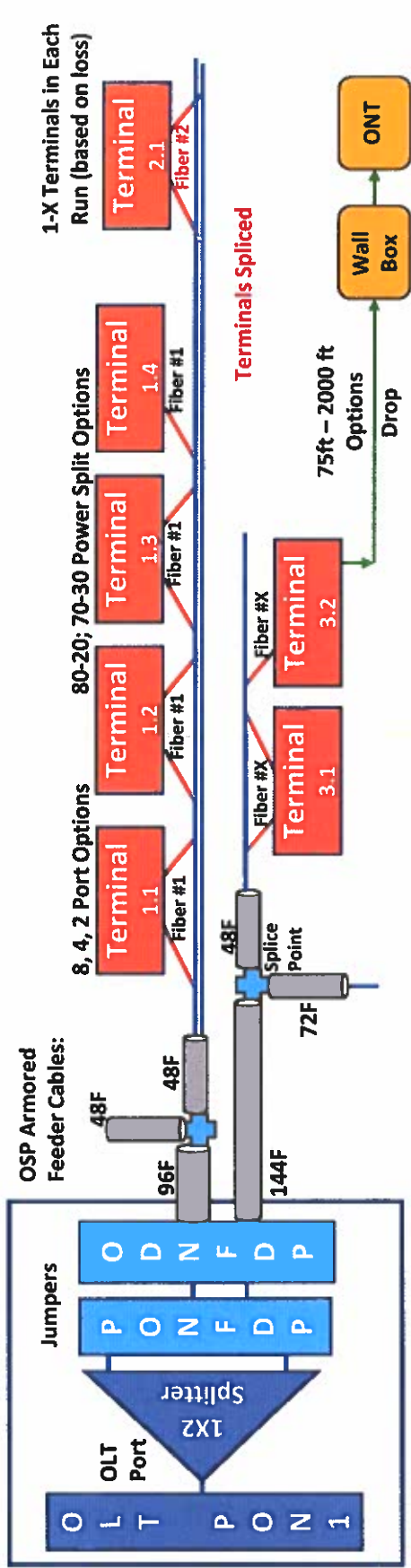
DTAP vs DSPLC

DTAP



- Best for denser areas
- Connectorized distribution
- 200ft to infrastructure, 500ft drops for easier customer connections
- Distribution distance limits for terminal runs

DSPLC



- Best for rural areas
- Spliced terminals
- 500ft to infrastructure, 1,500ft drops to optimize rural build
- Feeder fiber based
- Distances limited only by dB loss

APPENDIX C

VENDOR AFFIDAVIT FORM

PROJECT NAME: Broadband Services in Ashtabula County

NON-DELINQUENCY OF PERSONAL PROPERTY TAXES:

The undersigned, being duly sworn, if a contract is awarded you, states that we (the Vendor) are not charged at the time the bid was submitted with delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent property taxes on any such tax list. Nor do I have any debt owed to the State of Ohio.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

That we do not and shall not discriminate against any employee or applicant for employment because of race, religion, color, or national origin. If awarded the bid and/or contract under this proposal, said party shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit. Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in contract provisions with the owner if selected as the successful bidder by the Owner.

NON-COLLUSION:

That the bid being submitted is genuine and not collusive or sham; that we/I have not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; have not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure advantages against the County of Ashtabula or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true, and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential information or date relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

That we do hereby affirm the above statements to be true and in consideration of the award of the aforementioned contract, the above statements are incorporated in said contract as a covenant of the undersigned.

Connect Holding LLC d/b/a Brightspeed

Company Name

87-3811759

Company Tax I.D. Number



Bidder/Vendor Signature

Pamela Sherwood Vice President Broadband Office

Print Name & Title

Sworn to before me and subscribed in my presence this 23 day of January, 2025.

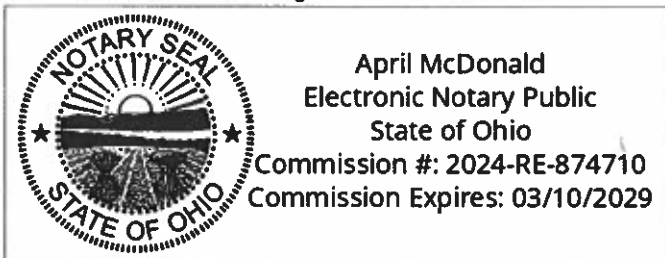


Notary Public Signature

03/10/2029

Date Commission Expires

Notarized online using audio-video communication



Ashtabula County, Ohio



REQUEST FOR PROPOSALS FOR BROADBAND SERVICES IN ASHTABULA COUNTY, OHIO

RFP Issue Date: **December 31, 2024**

RFP Response Due Date: **February 12, 2025**

COVER PAGE

REQUEST FOR PROPOSAL- BROADBAND SERVICES IN ASHTABULA COUNTY

ASHTABULA COUNTY, OHIO ASHTABULA COUNTY BOARD OF COMMISSIONERS OLD COURTHOUSE, 2 ND FLOOR 25 WEST JEFFERSON STREET JEFFERSON, OHIO 44047	RFP: BROADBAND SERVICES Date: December 31, 2024 Written questions should be directed to: Tom Reid at Tom@ReidConsultingGroup.com
<p style="text-align: center;">Return qualifications no later than:</p> Opening Date: February 12, 2025 Opening Time: 2:00 p.m.	Submit to: Ashtabula County Board of Commissioners Attn: Lisa Hawkins, Clerk of the Board Old Courthouse, 2 nd Floor 25 West Jefferson Street Jefferson, OH 44047

Broadband Services in Ashtabula County, Ohio

To respond to this Request for Proposal (“RFP”) this Cover Sheet and all appropriate forms must be completed and submitted. The Ashtabula County Board of Commissioners is requesting that one (1) copy and one (1) flash drive be returned in response to this RFP.

MUST BE SIGNED TO BE VALID	
Company:	DATE:
MAILING ADDRESS:	PHONE:
CITY:	E-MAIL:
SSN OR FEDERAL TAX NO.:	TITLE OF AUTHORIZED REPRESENTATIVE:
AUTHORIZED SIGNATURE:	PRINTED NAME:
	DATE:

LEGAL NOTICE FOR BROADBAND SERVICES RFP IN ASHTABULA COUNTY

Ashtabula County, Ohio is requesting sealed proposals for Broadband Services in Ashtabula County, Ohio (County) for broadband service from Internet Service Providers (ISP) to deliver broadband service in an unserved/underserved region of the County.

Said proposals are to be sent to the Ashtabula County Board of Commissioners, Attn: Lisa Hawkins, Clerk of the Board, 25 W. Jefferson St., Jefferson, OH 44047 no later than 2:00 p.m. on February 12, 2025.

This RFP reflects the commitment of the County to ensure high-speed broadband is available to as many local residents and businesses (collectively "premises") as possible.

The purpose of the RFP is to seek innovative or traditional broadband solutions from one or more applicants proposing one or multiple solutions over all or portions of the County. From these RFP responses, the County will select the most advantageous Applicant(s) to finalize project details by creation and execution of a contract with the County.

This notice and proposal documents are available online on the Ashtabula County Website at: www.ashtabulacounty.us/bids and accessible by clicking the Bid Opportunities tab on the left side of the screen. To access project information, click on the appropriate RFP link.

All questions shall be in writing, addressed Tom Reid and sent via email to: Tom@ReidConsultingGroup.com by 12:00 p.m. on February 2, 2025.

This service contract will be funded through an Appalachian Regional Commission grant, Local Funds and Provider Funds, as applicable.

By order of the Board of County Commissioners, Ashtabula County, Ohio.

Kathryn Whittington, J. P. Ducro IV, Casey Kozlowski.

Lisa Hawkins, Clerk of the Board

Publish: Gazette Newspapers

(Dates)

REQUEST FOR PROPOSALS

Ashtabula County, Ohio (County) is requesting sealed proposals for broadband service from Internet Service Providers (ISP) to deliver broadband service in unserved/underserved regions of the County. Broadband is a critical infrastructure component needed by all segments of the community: for business development; job creation; health care services, including telemedicine; and to help rural areas compete with more densely populated areas. The County will consider proposals that offer broadband services that meet the minimum threshold defined below for all or a part of the investment areas.

SECTION I. PROJECT OVERVIEW, PURPOSE AND OBJECTIVES

The following are the County's requirements and goals under this RFP.

1.1 Provide high-speed Service to Unserved and Underserved Premises. The County seeks to make available reliable, and affordable high-speed broadband services to as many premises in the County as possible, specifically to underserved or unserved households and businesses, defined as those not currently served by a connection that reliably delivers at least 50 Mbps download speed and 10 Mbps upload speed. The high-speed broadband services shall specifically provide a service designed to reliably meet or exceed a speed of 100 Mbps download and 100 Mbps upload; or in cases where the symmetrical 100/100 Mbps service is not practicable, provide a service designed to reliably meet or exceed 100 Mbps download and at least 20 Mbps upload speeds, and be scalable to a minimum of 100 Mbps download and 100 Mbps upload.

1.2 The purpose of the RFP is to seek innovative or traditional broadband solutions from one or more ISPs proposing one or multiple solutions to one or more service areas in the County. From these RFP responses, the County will select the one or ISPs for one, all, or any combination of several service areas pursuant to a contract with the County. If the ISP is currently providing service in some areas of the County, the County requests that the ISP provide similar pricing and service tiers for data services in the newly served areas. This request for proposals does not constitute a contract for services performed or to be performed.

1.3 RFP Schedule and Publication

The County intends the project be deployed in a continuous fashion commencing immediately upon contract execution. The RFP schedule is as follows:

RFP publication and website postdates: **January 2, 2025 and January 9, 2025**

Written ISP questions due: **By (12:00 PM EST) – February 2, 2025**

Written County responses shared with all known potential ISP responders: **February 9, 2025**

ISP RFP proposal due date: **By 2:00 PM EST – February 12, 2025**

County analysis and scoring complete: **February 22, 2025**

Notice of ISP Award: **February 27, 2025**

1.4 Submittal Process

RFP responses must be complete and submitted using the formats, processes, and timelines outlined in the RFP. Final RFP submittal information documents will only be accepted in paper format, submitted in a sealed envelope, with the required number of copies. The outside of the sealed envelope shall be marked with the identifier: Ashtabula County - Rural Broadband Services – 2025 RFP Response”

Responses received after the specified due date and time shall result in disqualification of the Applicant's RFP submittal and will not be accepted. All proposals submitted become the property of Ashtabula County. Facsimile, printed, electronically submitted, or telephoned proposals will not be considered.

1.5 RFP Question and Answer Process

Written questions are the sole responsibility of the Applicant regarding inquiry about any requirement of this RFP that is not fully understood. RFP submitters must submit any technical or procedural questions related to the RFP in writing via email to the following e-mail address: Tom@ReidConsultingGroup.com

All questions related to the RFP must contain in the subject line of the e-mail the following identifier: “Ashtabula County - Rural Broadband Services – Questions”. All questions must be submitted by the Written Questions Due date specified in 1.3. The County reserves the right to directly contact the ISP (via e-mail or phone) to clarify questions received. All submitted questions will receive a written response with the resulting written communications containing questions and answers forwarded to all organizations receiving the original RFP.

SECTION II: PROJECT DESCRIPTION

In June 2023, the Appalachian Regional Commission announced a new grant program named “Community Broadband as a Service”. In October 2023, Ashtabula County was awarded an Appalachian Regional Commission broadband grant award in the amount of \$2,497,161 to be used as an incentive to have an ISP provide service to the investment area.

With the new BaaS mechanism, the County is able to enter into long-term contracts with Internet Service Providers (ISPs) to make broadband or highspeed internet as a solution available to homes and businesses in the defined service area. Rather than the grantees soliciting the deployment of broadband infrastructure, the County procures broadband as a solution by subsidizing the availability of the service to the businesses and residences in the grant-approved geographical footprint. The County will not own broadband infrastructure or any of the assets in the network but must ensure that the competitively selected ISPs offer reasonably affordable and non-discriminatory broadband services to eligible residences and businesses. The ISPs will be selected through this procurement process. The County will enter into a long-term contract with any entity that best meet the requirements and technical specifications described below.

Ashtabula County Financial Contribution

The County will provide a direct contribution to the project to the successful respondent under the terms and timelines specified in a negotiated contract. The financial contribution of the County is explicitly designed to compensate and adjust the overall project's financial metrics to

acknowledge that the selected ISPs will be making available specific, pre-defined broadband products within the specified geographic areas of Ashtabula County.

The funds would be distributed annually through receipt of an ISP invoice. The County is required by the ARC grant to distribute their funds over a seven-year period. The County intends to develop a payment schedule in the contract that pays higher percentages of the funds that aligns with the ISP providing documentation (addresses) of service connection availability to properties in the investment areas.

ISP's Financial Contribution

The remaining costs will be the responsibility of the ISP respondent. The financial contribution of the County is explicitly designed to compensate and adjust the overall project's financial metrics to acknowledge that the selected Applicant will be making available specific, pre-defined broadband products within the specified geographic areas of Ashtabula County.

Project Requirements.

The following section is intended to describe the network and product requirements associated with the Broadband service area.

This RFP does not dictate which technologies or solutions the ISP respondent should use to deliver its broadband service, but rather leaves it to the ISP to propose the technologies that are suitable for delivering the most robust broadband connections to our residents and businesses in the investment areas. The County desires the respondents to propose solutions that meet the following technical performance requirements:

- System designed to 99.9% uptime.
- Network backhaul capacity per station site must be 1 Gigabit per second (Gbps) minimum, but capable of scaling to accommodate the maximum customer capacity as designed. Total Internet peering capacity must accommodate the aggregate backhaul bandwidth of all base stations be scalable if implementing a hub-and-spoke design.
- Latency: Service latency must not exceed 100 milliseconds (ms) round-trip time.
- All products proposed MAY NOT contain monthly data caps or bandwidth/speed reduction due to metered usage.
- If ISP has a technology or solution which does not meet the speed eligibility requirements of ARC but the technology or solution will reliably serve un/underserved premises with high-speed internet, Applicant is encouraged to submit a proposal which clearly identifies levels of services obtainable and the anticipated number of premises able to be served.
- ARC's financial assistance shall not be used to procure services, nor enter into a contract with a party, that uses covered telecommunications technology banned by Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. Law 115-232.
- ISP is required to provide a written overview of the technology (or technologies) they operate to achieve the requested connectivity and services.
- ISP must be able to guarantee network availability more than 99% of the time except for outages caused by the customer's equipment, fiber or wire cuts by third parties, downtime for planned maintenance occurring during non-business hours or other events that cannot be controlled by the provider. ISP shall provide a minimum mean time to restore of 4 hours of electronics and 6 hours for cable issues ISP shall guarantee monthly average uptime to be

greater than 98% in the SLA. ISP shall provide both telephone and internet support access to open tickets for service issues. The ISP will provide details of the areas to be included, including locations of premises to be served and estimated route mileage.

- The County desires that the Broadband connections be completed prior to September 2024, preferably sooner, or by the negotiated date of the contract with the County. Within their RFP response, Applicants shall provide a proposed schedule for connectivity for the entire investment area(s).

SECTION III: PROJECT INVESTMENT AREAS

The investment areas are set forth in Appendix B. The County will issue one or multiple awards to address each, all, or a combination of any group of project areas prioritizing proposals that provide services to the most unserved as opposed to underserved individuals.

SECTION IV: PROPOSAL RESPONSES

As a grantee of federal funds, the County must perform a risk analysis of the ISP to assess likelihood to succeed in providing reasonably affordable and reliable broadband service based on such factors as proximity of the BaaS footprint to current operations and experience operating at the scale sought by the County. The risk analysis should also include an assessment of the financial position of the ISP and its past performance at similar projects for the elements described in the previous paragraph.

The following will be considered the minimal contents of the proposal:

1. Provide a restatement of the goals, objectives, and project tasks to demonstrate the responder's understanding of the project and your approach to this project. Please reference the Project Description section in your responses.
2. Provide your background and experience in the following areas:
 - a. Coverage Area: summarize your company's current service area footprint and estimated customer size, both residential and business.
 - b. Services: describe any direct experience and knowledge your company has in providing residential and business broadband services.
3. Provide the ISP's proposed investment area(s) connectivity schedule and any discuss any phasing.
4. ISP shall provide substantive information/documentation which illustrates its financial capabilities to deliver, operate, maintain and improve its proposed network over the long term.
5. Each respondent shall provide a minimum of three (3) references where similar projects have been completed. These projects should be similar in design and scope. Identify key personnel who will work with the County over the term of their agreement.
6. ISPs must submit a proposal for services which sets forth options for the greatest extent of broadband service either through fiber, wireless, or mixed coverage in the underserved investment areas (see Appendix B), clearly delineating the costs per

option.

7. The Applicant must provide network architecture documentation. Network architecture should consider a redundant topology that provides resiliency in the network. While not every component of the network can be redundant, where feasible the ISP should take steps to make service offerings as resilient as possible.
8. Describe ISP's network expected availability for more than 99% of the time except for outages caused by the customer's equipment, fiber or wire cuts by third parties, downtime for planned maintenance occurring during non-business hours or other events that cannot be controlled by the provider.
9. Describe how the ISP would provide data that demonstrates the network's performance to the required standards. These standards will need to be met for services contracted. Speeds will be tested and proven as negotiated in the contract.

SECTION V: PROPOSAL EVALUATION

The County will evaluate all proposals using the following criteria to conduct a best-value evaluation:

1. Experience and qualifications of the provider. (20 points)
2. A clear understanding of this project. (15 points)
3. Speed of services to be provided. (15 points)
4. Offering Affordable Connectivity Program service. (15 points)
5. Amount of the ISP investment i.e.: Cash, In-Kind Value (15 points)
6. Providing broadband service outside the proposed investment areas. (10 points)
7. Timeline to build out from notice to proceed. (10 points)

After evaluating all proposals, the local project partner team, comprised of County representatives, and a third-party consultant may choose to interview the top candidates.

Ashtabula County reserves the right to accept or reject any, and all proposals or to waive any irregularities and reserves the right to award one ISP per investment area or any combination thereof.

SECTION VI: Proposal Format and Submittal Procedure

All proposals must be electronically generated in a format capable of being used by Ashtabula County. Respondents must submit one (1) printed paper copies of their proposal and one (1) Portable Document Format (PDF) version of all proposal materials saved on a USB flash drive to the office of the Ashtabula County Commissioners, Attn: Lisa Hawkins, Clerk of the Board at 25 West Jefferson St., Jefferson, Oh 44047.

Following the RFP Issue Date, Respondents may submit questions regarding this RFP at any time prior **to 12:00pm Eastern on February 2, 2025** via electronic mail to the following address (the "County Authorized Representative"): Tom Reid at

Tom@ReidConsultingGroup.com. Any individual who would like to receive future updates on this RFP must submit their name, organization, and email address to the County Authorized Representative by such deadline as well. Questions submitted to the Authorized Representative do not create exceptions to the terms and conditions of this RFP.

All questions submitted to, and answers provided by the County Authorized Representative shall be shared on or before **February 9, 2025** with those individuals who submitted their name, organization, and email address in accordance with the requirements above. Respondents shall not contact any person who is an employee, officer, elected official or agent of Ashtabula County with respect to this RFP, except for the Authorized Representative. The Ashtabula County Commissioners may disqualify any Respondent who makes such contact.

The deadline for Ashtabula County's receipt of a Respondent's proposal, in both the printed and PDF versions as outlined above, is February 12, **2025 on or before 2:00 p.m.** Respondents may submit their proposals any time prior to the above stated deadline. Failure to submit the required formats and number of copies by this deadline may be subject to disqualification from the RFP process. Ashtabula County shall bear no responsibility for submitting proposals on behalf of any Respondent. **No extensions shall be granted for responses to this RFP.**

Each Respondent shall carefully examine the RFP and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent and requirements. Before submitting a proposal, each Respondent shall be responsible for making all investigations and examinations necessary to ascertain conditions affecting the intent and requirements. Failure to make such investigations and examinations shall not relieve the Respondent from its obligation to comply, in every detail, with all RFP provisions and requirements.

It is the Ashtabula County Commissioners' intent to commence final negotiations with the Respondent deemed most advantageous to Ashtabula County and most likely to connect broadband to the most County locations (the "Awardee"). Ashtabula County reserves the right to conduct post-proposal discussions with any Respondent.

Section VII: Terms, Conditions, Limitations and Exceptions

1. This RFP does not commit Ashtabula County to issue an award or to pay any costs incurred in the preparation of a proposal in response to this RFP.
2. The proposals will become part of Ashtabula County's official files without any obligation on Ashtabula County's part.
3. All proposals received and any or all supporting documentation are subject to the State of Ohio Public Records Act and the provisions of Ohio Law. The County will

use reasonable due diligence where lawful to protect materials clearly marked by any Respondent as "proprietary," "trade secret "or "confidential". General technology approach or business model information does not constitute "proprietary," "trade secret" or confidential information.

4. Respondent(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Ashtabula County.
5. Respondent(s) shall not collude in any manner, or engage in any practices, with any other Respondent(s) or Third Party, which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: (1) responding to this RFP, or (2) establishing a project team with the required experience and/or capability to provide the services specified herein. Conversely, Ashtabula County can combine or consolidate proposals, or portions thereof, for the purposes mentioned herein.
6. All proposals submitted must be the original work product of the Respondent. The copying or paraphrasing of the work product of another Respondent is not permitted.
7. The RFP and the related responses of the selected Respondent may by reference become part of any formal agreement between any selected Respondent and Ashtabula County. Ashtabula County and such selected Respondent may negotiate a contract or contracts based on Ashtabula County templates in accordance with Uniform Guidance, 2 CFR 200.317-327 and the ARC grant. In the event an agreement cannot be reached with the selected Respondent, Ashtabula County reserves the right to select an alternative Respondent. The County reserves the right to negotiate with alternative Respondent(s) the exact terms and conditions of the contract.
8. Respondents, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have full knowledge of the conditions, requirements, and specifications of the RFP at the time a proposal is submitted to Ashtabula County.
9. Ashtabula County may terminate its review of a Respondent's proposal or an Awardees' performance under a contract in the event of a default by the Respondent or Awardee and a failure to cure such default after receiving notice of default from Ashtabula County. Default may result from the Respondent's or Awardee's failure to perform under the terms of the contract or from the Respondent or Awardee becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
10. Ashtabula County reserves the right to unilaterally disqualify any Respondent who in the County's opinion fails to provide information or data requested or who provides materially inaccurate or misleading information or data. Further, Ashtabula County reserves the right to unilaterally disqualify any Respondent based on any

real or apparent conflict of interest that is disclosed by the proposal submitted or any other data or information available to Ashtabula County. This disqualification is at the sole discretion of Ashtabula County. By submission of a proposal hereunder, the Respondent waives any right to object now, or at any future time, before anybody or agency, including but not limited to, Ashtabula County's elected officials, officers, agents, or employees, or any court, as to the exercise by Ashtabula County of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by Ashtabula County.

11. Ashtabula County shall have the unilateral right to reject any Respondent RFP response including, but not limited to the following:
 - (a) Failure to submit the RFP response for the County to receive it by the deadline of **February 12, 2025**.
 - (b) Failure to submit the RFP response to the correct location.
 - (c) Failure to submit the RFP response in the prescribed formats and number of copies.
 - (d) Failure to include all requested information.
 - (e) Taking exception to the terms, conditions, and specifications herein.

NOTE: Any deviation/ omission from the preceding list may void a Respondent response.

The issuance of this RFP and the acceptance of a proposal does not constitute an agreement by County that any contract or other agreement will be entered into by Ashtabula County. The County expressly reserves the right to:

- (a) Reject any or all proposals.
- (b) Reissue the RFP.
- (c) Accept portions of individual or multiple RFP responses.
- (d) Request more information and/or clarification of proposals from any or all Respondents.
- (e) Waive immaterial defect(s) or informality(ies).

The foregoing granting of exclusive negotiation rights does not commit Ashtabula County to accept all or any of the terms of the proposal(s). Final terms of any agreement will be agreed upon during negotiations. Negotiations may be terminated at any time by Ashtabula County for failure to reach mutually acceptable terms.

12. Ashtabula County reserves the right to request clarification of any proposal after all proposals have been received.
13. Ashtabula County reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves Ashtabula County's interest. The County reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. Ashtabula County reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.

14. Any disputes arising out of this agreement that result in litigation shall attorn to the jurisdiction of an appropriate court either state or federal, for Ashtabula County, Ohio.
15. This RFP, the responses thereto, and any awarded contract thereunder shall for all purposes be construed and enforced in accordance with the laws of the State of Ohio and the United States of America without regard to conflict of law principles. All Respondents shall comply with any and all applicable orders, rules or regulations of the Federal Communications Commission ("FCC"), Public Utilities Commission of Ohio ("PUCO"), and Federal and State law in submitting a response to this RFP, and during the term and in performance of any contract awarded as a result of this RFP. The ISP shall adhere to the federal requirements of the Appalachian Regional Commission in accepting an award under this RFP.
16. Entities submitting proposals must have the capacity to enter into a legally binding contract. All contract(s) amount(s), if any, resulting from this solicitation will be paid directly to the entity submitting accepted proposal(s). In any accepted proposal(s), to authorize payments directly to another third party upon contracting the proposing entity may be required to fully execute such proper payment authorization forms as acceptable to Ashtabula County.
17. All selected Respondents shall be required during the project to cooperate fully, and in any reasonable manner Ashtabula County by request, from appropriate County officials, officers, agents, employees, contractors, subcontractors and volunteers. Further, selected Respondents shall be required to coordinate their implementation(s) with any other County selected Respondent. If any problem or difficulty should arise regarding such attempts at cooperation and coordination, Ashtabula County shall be immediately informed and will determine the way the parties are to proceed.

SECTION VIII: OTHER REQUIREMENTS

Service requirements:

- a. Speed: Must provide Qualifying Broadband service, defined as no less than 100 Megabits per second (Mbps) download and no less than 20 Mbps upload. The delivered service should generally exceed 80% of the advertised download and upload speeds.

b. Availability: Service outages must not exceed 48 hours in a given 365-day period (excluding force majeure occurrences).

c. Latency: Service latency must not exceed 100 milliseconds (ms) round-trip time.

d. Equal access: Service must not be subject to data caps, surcharges, or usage-based throttling, and must adhere to the same acceptable use policies that apply to all other broadband internet access service plans offered by the ISP to their subscribers.

e. Affordability: The service provider should participate in the Affordable Connectivity Program or any successor program or any other program that would promote service affordability to the subscribers in the BaaS service area. Broadband service prices should be reasonably affordable for the subscribers within the BaaS service area.

f. Eligibility: BaaS is only available in areas designated Unserved or Underserved by the applicable state broadband office or state broadband authority. Specifically, the BaaS area must be Unserved (<25/3) or Underserved (<100/20) and cannot have an existing federal, state, or local enforceable commitment for Qualifying Broadband service ($\geq 100/20$).

g. The selected BaaS service provider will provide a list of BaaS-served addresses or Location Identifications (Broadband Location Maps) to designate the homes and businesses associated with the BaaS subsidy as part of an enforceable commitment to provide services that meet or exceed these technical requirements.

h. ISP must comply with all applicable federal, state, local laws in delivering the services to the grantee and the subscribers within the BaaS area.

APPENDIX A
ISP RESPONDENT PROPOSAL

Company NAME: _____

ADDRESS: _____

TELEPHONE: _____

REPRESENTATIVE: _____

Please answer the questions below for project proposal.

Project Area:

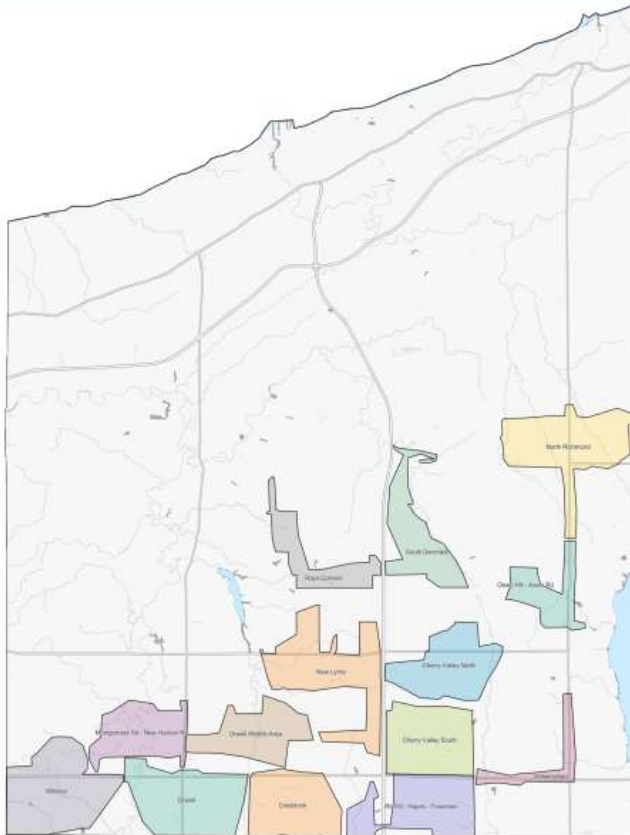
- Number of customers to be served _____
- Speed of service to be provided _____
- Amount of ISP investment _____
- Consumer pricing of service _____
- Service outside target area Yes____No____ Est #: _____

I, _____, an authorized representative of the above indicated firm, have reviewed, and understand the Broadband Service in _____ County's Request for Proposal, and I/we am/are prepared to provide the required services for the above costs.

Signature: _____ Date: _____

APPENDIX B
INVESTMENT AREAS

Project Areas for RFP

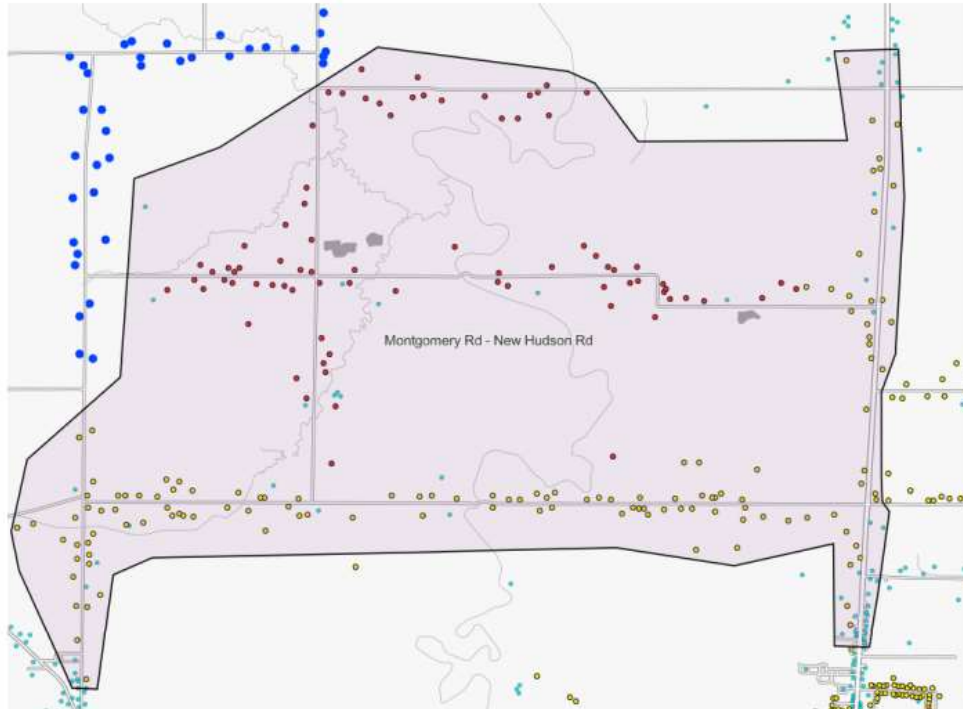


Respondents must choose at least one area to serve. Serving more than one area is encouraged but not required.

Name	Locations	Unserved	Underserved	% Eligible locations	% Unserved
Montgomery Rd - New Hudson Rd	260	79	125	78%	30%
Orwell Wildlife Area	273	68	138	75%	25%
New Lyme	301	158	82	80%	52%
Cherry Valley North	195	106	56	83%	54%
Cherry Valley South	135	105	4	81%	78%
Rt 193 - Hayes - Troutman	178	124	29	86%	70%
Williamsfield	160	63	35	61%	39%
Rays Corners	165	84	27	67%	51%
South Denmark	124	87	5	74%	70%
North Richmond	274	150	56	75%	55%
Owen Hill - Ayers Rd	201	78	45	61%	39%
Windsor	593	3	323	55%	1%
Orwell	883	7	436	50%	1%
Colebrook	236	18	173	81%	8%



Montgomery Rd – New Hudson Rd



Name	Locations	Unserved	Underserved
Montgomery Rd - New Hudson Rd	260	79	125

- ● ■ Funded
- BEAD Unserved
- BEAD Underserved
- BEAD Ineligible



Orwell Wildlife Area

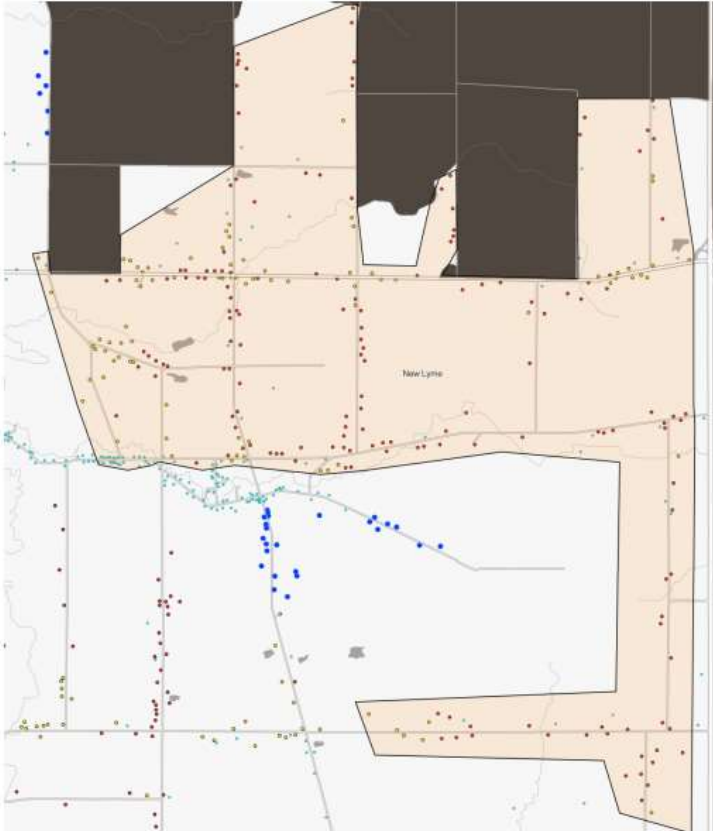
Name	Locations	Unserved	Underserved
Orwell Wildlife Area	273	68	138



- ● ■ Funded
- BEAD Unserved
- BEAD Underserved
- BEAD Ineligible



New Lyme



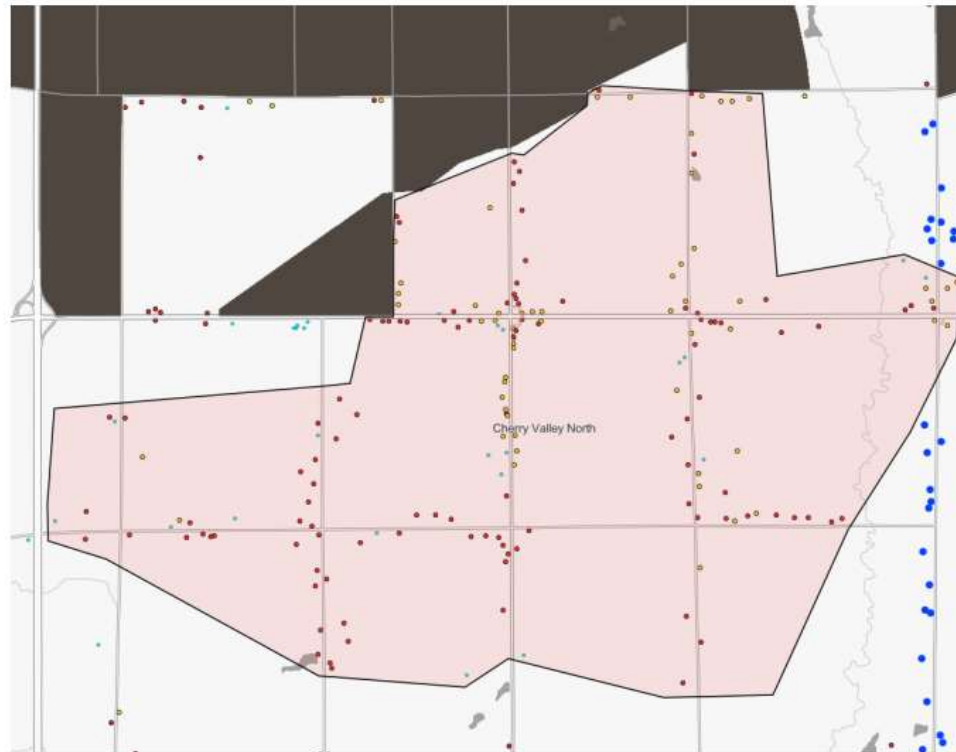
Name	Locations	Unserved	Underserved
New Lyme	301	158	82

- ● ■ Funded
- BEAD Unserved
- BEAD Underserved
- BEAD Ineligible



Cherry Valley North

Name	Locations	Unserved	Underserved
Cherry Valley North	195	106	56

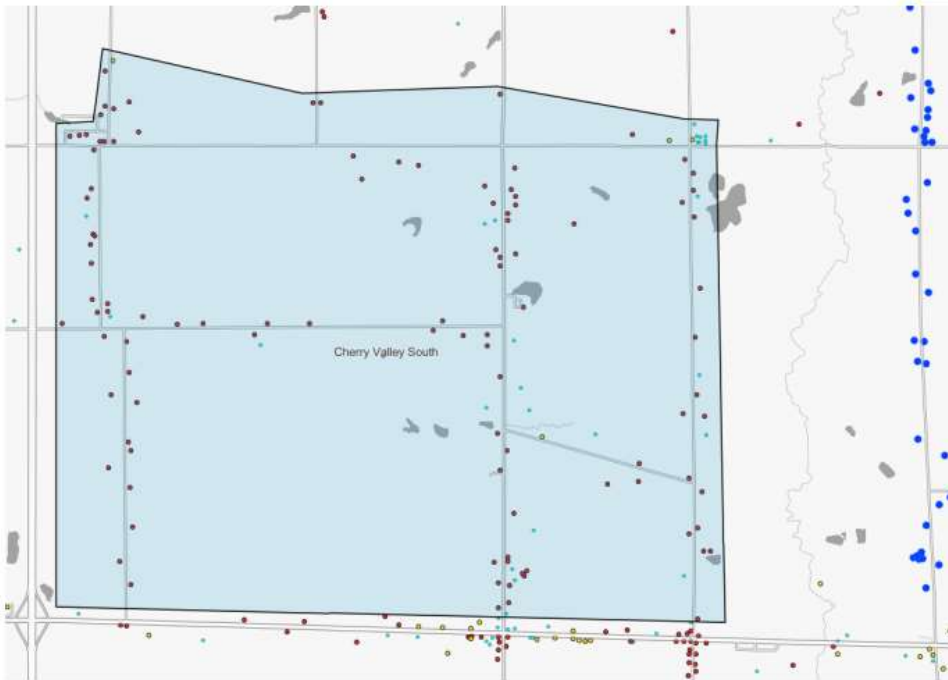


- ● ■ Funded
- BEAD Unserved
- BEAD Underserved
- BEAD Ineligible



Cherry Valley South

Name	Locations	Unserved	Underserved
Cherry Valley South	135	105	4



- ● ■ Funded
- BEAD Unserved
- BEAD Underserved
- BEAD Ineligible



Rt 193 – Hayes – Troutman

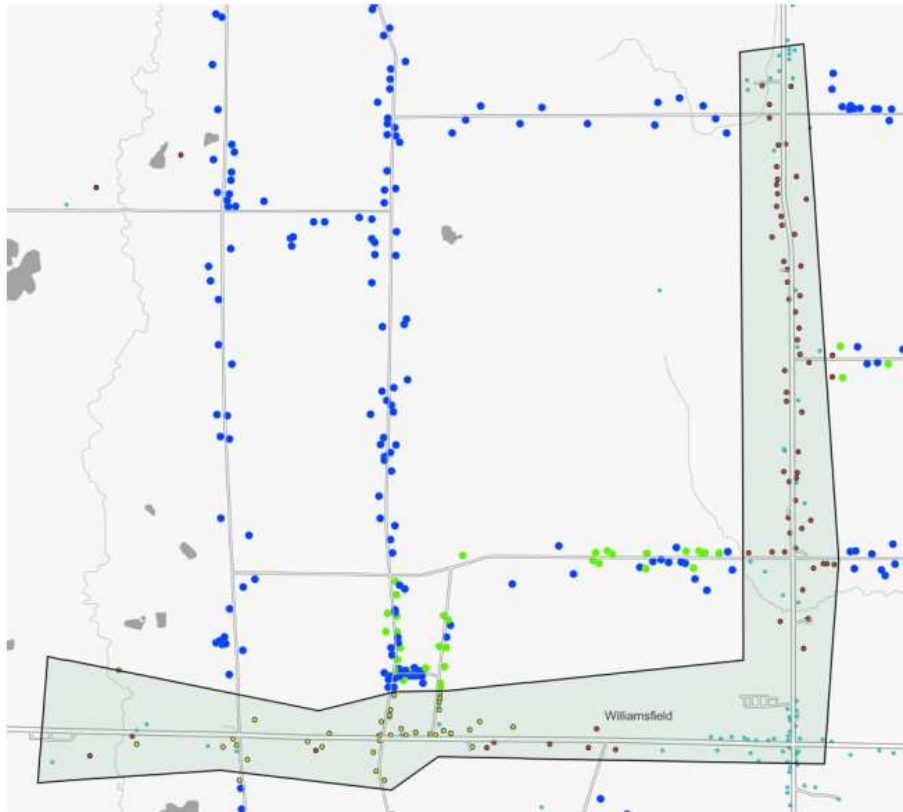
Name	Locations	Unserved	Underserved
Rt 193 - Hayes - Troutman	178	124	29



- ● ■ Funded
- BEAD Unserved
- BEAD Underserved
- BEAD Ineligible



Williamsfield



Name	Locations	Unserved	Underserved
Williamsfield	160	63	35

- ● ■ Funded
- BEAD Unserved
- BEAD Underserved
- BEAD Ineligible



Rays Corners

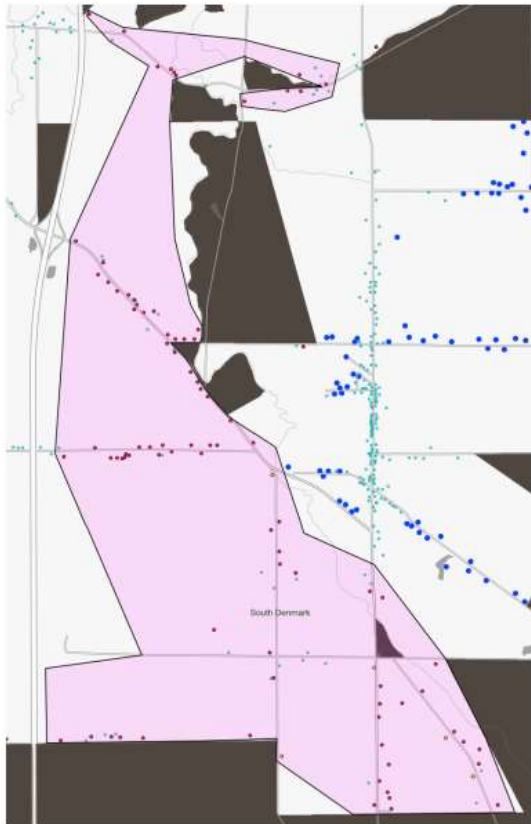


Name	Locations	Unserved	Underserved
Rays Corners	165	84	27

- ● ■ Funded
- BEAD Unserved
- BEAD Underserved
- BEAD Ineligible



South Denmark

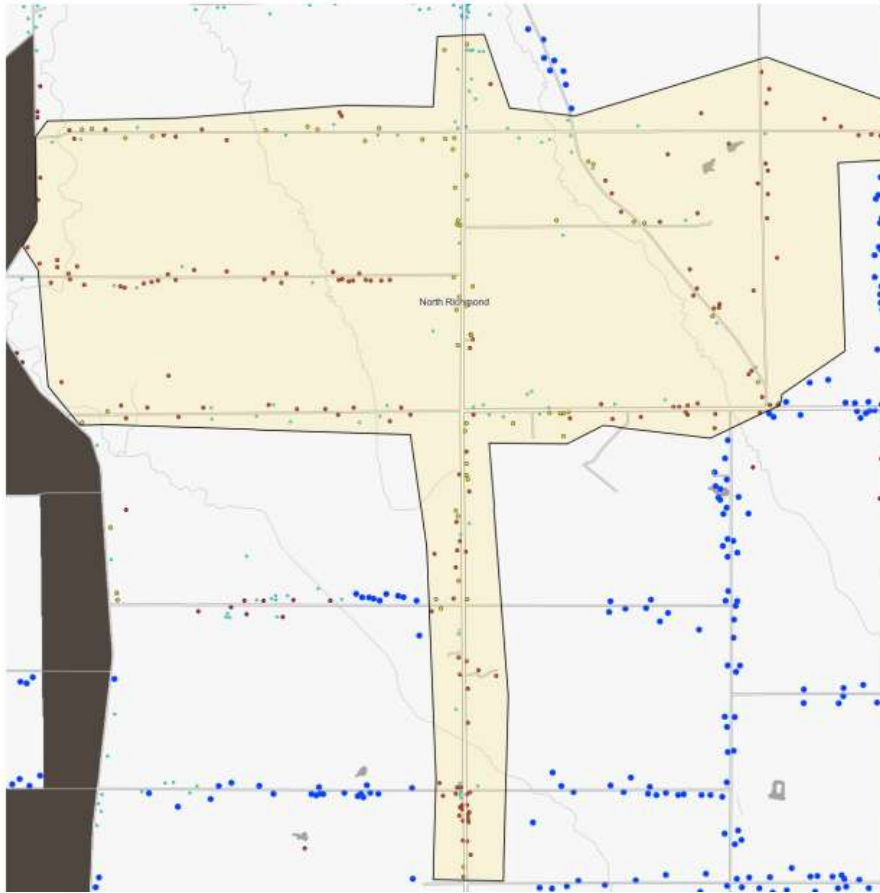


Name	Locations	Unserved	Underserved
South Denmark	124	87	5

- ● ■ Funded
- BEAD Unserved
- BEAD Underserved
- BEAD Ineligible



North Richmond

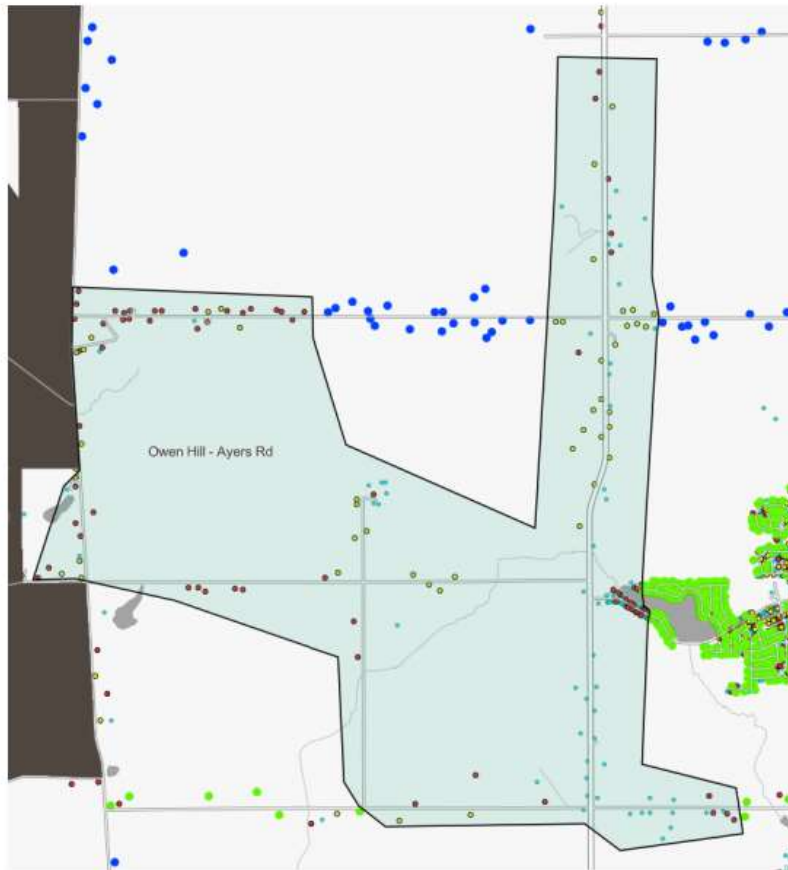


Name	Locations	Underserved	Underserved
North Richmond	274	150	56

- ● ■ Funded
- BEAD Underserved
- BEAD Underserved
- BEAD Ineligible



Owen Hill – Ayers Rd

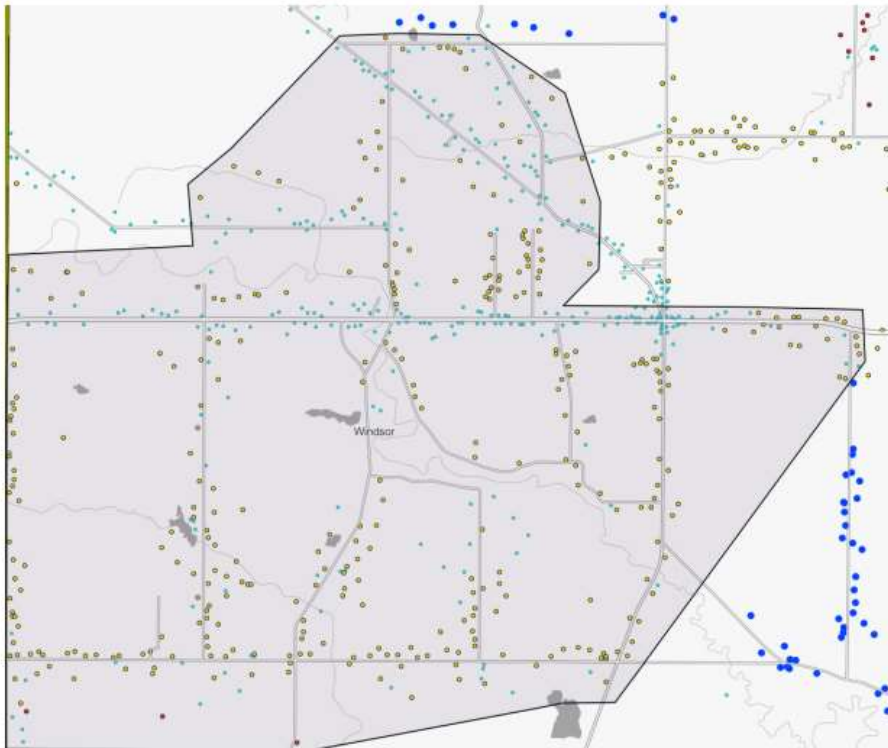


Name	Locations	Unserved	Underserved
Owen Hill - Ayers Rd	201	78	45

- ● ■ Funded
- BEAD Unserved
- BEAD Underserved
- BEAD Ineligible



Windsor



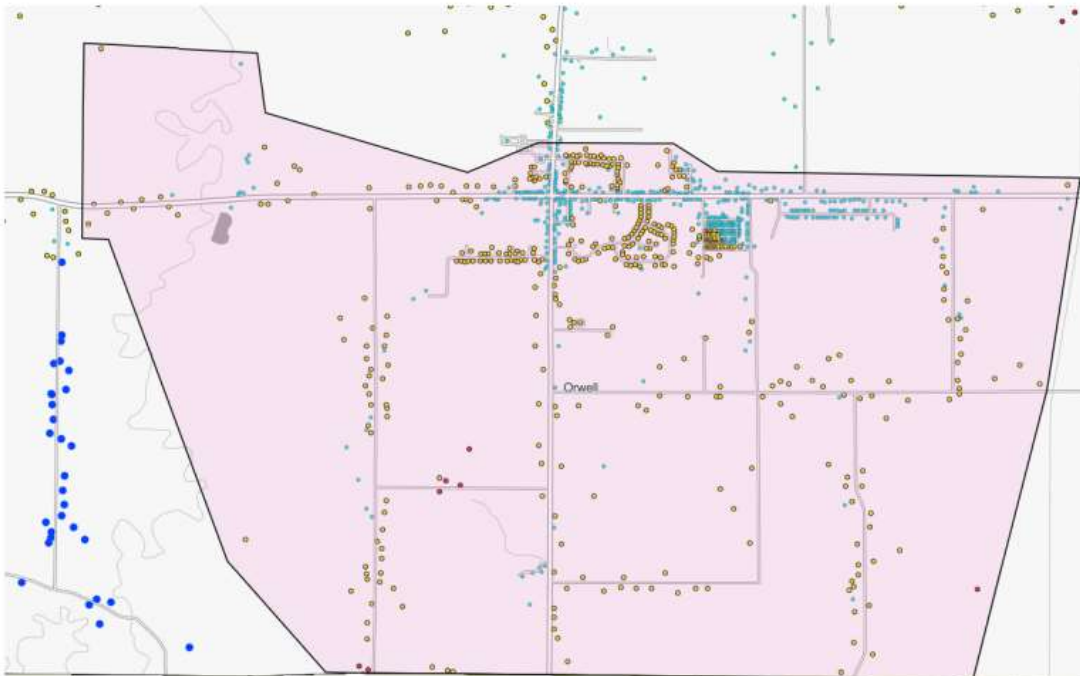
Name	Locations	Unserved	Underserved
Windsor	593	3	323

- ● ■ Funded
- BEAD Unserved
- BEAD Underserved
- BEAD Ineligible



Orwell

Name	Locations	Unserved	Underserved
Orwell	883	7	436

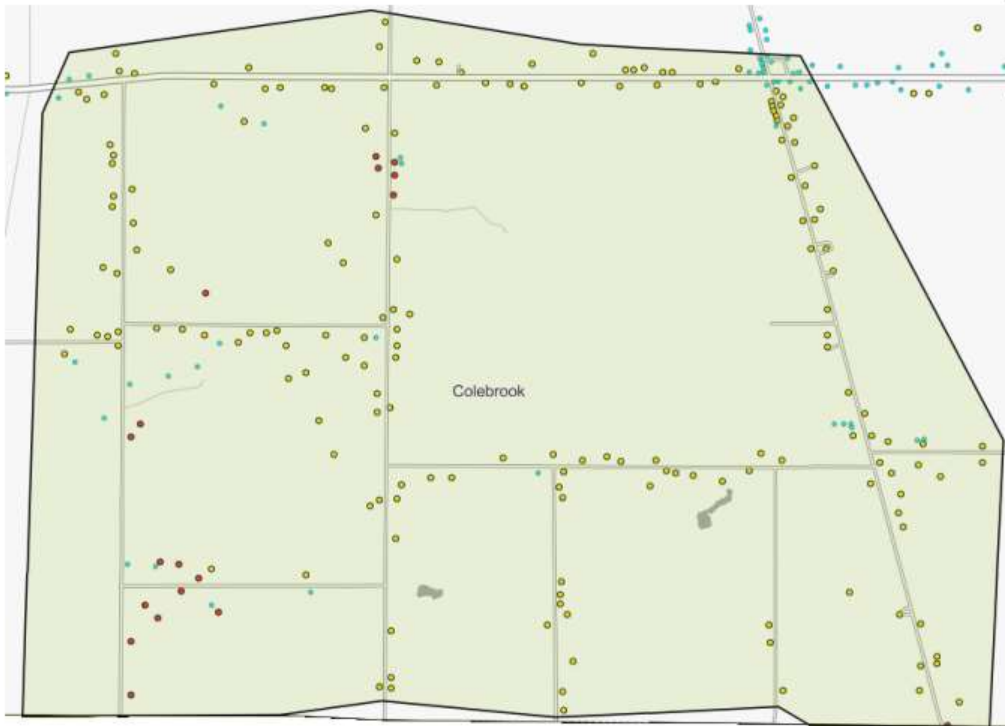


- ● ■ Funded
- BEAD Unserved
- BEAD Underserved
- BEAD Ineligible



Colebrook

Name	Locations	Unserved	Underserved
Colebrook	236	18	173



- ● ■ Funded
- BEAD Unserved
- BEAD Underserved
- BEAD Ineligible



APPENDIX C

VENDOR AFFIDAVIT FORM

PROJECT NAME: Broadband Services in Ashtabula County

NON-DELINQUENCY OF PERSONAL PROPERTY TAXES:

The undersigned, being duly sworn, if a contract is awarded you, states that we (the Vendor) are not charged at the time the bid was submitted with delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent property taxes on any such tax list. Nor do I have any debt owed to the State of Ohio.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

That we do not and shall not discriminate against any employee or applicant for employment because of race, religion, color, or national origin. If awarded the bid and/or contract under this proposal, said party shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit. Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in contract provisions with the owner if selected as the successful bidder by the Owner.

NON-COLLUSION:

That the bid being submitted is genuine and not collusive or sham; that we/I have not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; have not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure advantages against the County of Ashtabula or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true, and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential information or date relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

That we do hereby affirm the above statements to be true and in consideration of the award of the aforementioned contract, the above statements are incorporated in said contract as a covenant of the undersigned.

Company Name

Company Tax I.D. Number

Bidder/Vendor Signature

Print Name & Title

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

Notary Public Signature

Date Commission Expires

REPRESENTATIONS, ASSURANCES, AND CERTIFICATIONS

1. Company Name: _____

2. Company Address: _____

3. Telephone Number: _____ FAX: _____

4. The name and telephone number of the person(s) who has the authority to submit Proposal:

5. The name and telephone number of the person(s) who has the authority to sign contracts:

6. The legal status of the Offeror's organization _____

7. Date of establishment/ incorporation: _____

8. Federal Employer Identification Number (FEIN): _____

9. Is the Offeror co-owned or controlled by a parent company? Yes No

If yes, name of parent company: _____

10. Is the Offeror authorized/ licensed to do business in the state of Ohio? Yes No

11. Is the Offeror bound by Federal, State, or local Affirmative Action or Equal Employment Opportunity rules? Yes No

If yes, has the company filed all required EEO reports to

the necessary agencies?

Yes No

12. The Offeror certifies that it is not debarred nor suspended under Federal and State rulings from receiving federal funds. Yes No
13. Does the company have current or future plans for a buyout or sale? Yes No
14. The Offeror certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work related to this RFP. Yes No
15. The Offeror certifies it is a drug-free work place? Yes No
16. The Offeror certifies it is not delinquent on any Federal debt? Yes No