

WORKING GROUP REPORT
Shelby County Broadband Expansion Project
Prepared by the Shelby County Broadband Working Group
December 6, 2024

I. Introduction

This Working Group Report (“Report”) presents the findings and recommendations of the Shelby County (the “County”) Broadband Working Group (“Working Group”) regarding the selection of a public-private partnership (“P3”) provider for the County’s Broadband Expansion Project (“Project”). The Project aims to ensure universal access to high-speed internet, addressing underserved and unserved throughout Shelby County while supporting economic growth, education, healthcare, and workforce needs.

The Working Group employed a transparent and rigorous process to ensure the selected partner and subsequent proposal meet community expectations, maximize value, and provide Shelby County with the necessary broadband infrastructure to engage in education, economic, healthcare, and quality of life initiatives.

II. Background and Context

The Project was the culmination of a significant community discussion surrounding the impediment to the responsible growth of the community and quality of life of its citizens arising from the lack of available, reliable high speed broadband service throughout much of the geographic footprint of the County. The County first obtained the designation as a Broadband Ready Community, reflecting a commitment to reducing barriers to broadband investment to the industry partners that would help solve the community’s broadband challenges. The County then hired highly qualified technical advisors and legal advisors to assist in the process, including former head of the Indiana Broadband Office, Scott Rudd. Prior to the issuance of a Request for Information (“RFI”) (see Exhibit A), the County engaged in an informal market sounding process with various possible industry partners and then released the RFI on May 10, 2024. After receiving RFI responses and conducting further industry meetings, the County issued a Request for Proposal (“RFP”) (see Exhibit B) on September 9, 2024 in which the County sought an industry partner respondent (“Partner”) to deploy the needed infrastructure and to make available high-speed broadband services to as many currently underserved or unserved households and businesses throughout the County as possible. The resulting network will support and foster economic development, education, remote workforce, telehealth, precision agriculture, and advanced manufacturing to bolster the County’s economic growth.

The County has a remaining amount of three million dollars (\$3,000,000), of federally allocated American Rescue Plan Act (“ARPA”) funds which must be committed by December 31, 2024. One of the authorized uses for these funds is the expansion and deployment of broadband to unserved and underserved areas. Accordingly, this project fits well with the ARPA mandate for

funds to catalyze infrastructure development. This procurement has been undertaken utilizing a P3 model under Indiana Code §5-23.

III. Working Group Members

The Working Group was intentionally constructed with many representatives who bring relevant and diverse backgrounds to ensure a range of perspectives and insights from them personally and the specific parts of the Shelby County community and economy in which they work were incorporated into the decision-making process of the Working Group and this report. The Working Group members were:

- **Jason Abel, Shelby County Commissioner – North District**
- **Courtney Chapella – Executive Director, Shelby County Chamber of Commerce**
- **Jordan England – Grants and Nonprofit Relations Director, Blue River Community Foundation**
- **Katrina Hall – Senior Director of Policy, Strategy, and Advocacy, Indiana Farm Bureau**
- **Nick O’Connor, Shelby County Council – 4th District**
- **Brian Pullin – Director of Technology, Shelby Eastern Schools**

These members brought their expertise, deep community ties, and passion for the community to this months-long process. Undertaking this significant time commitment wherein they conducted more than a dozen respondent meetings and reviewed hundreds of pages of documents in addition to many hours of committee meetings and deliberations, the Working Group strove to ensure a fair and informed process in selecting the winning respondent.

IV. Evaluation Process

The Working Group followed a structured approach to evaluate and select the most suitable proposal. Key steps in the process included:

1. Request for Information (RFI) Process

- The County issued an RFI on May 10, 2024, to solicit information from potential partners and proposed solutions to the County’s broadband challenges. The goal of the RFI Process was to gather a wide variety of unencumbered responses to better tailor the subsequent RFP to the specific intentions of the County’s overarching goals.
- The County received a total of nine (9) RFI responses. The RFI responses were submitted by the following parties:
 - NineStar
 - Charter
 - Frontier
 - Yates Engineering
 - Vantage

- AT&T
 - Conexon
 - Comcast
 - Brightspeed
- The Working Group conducted many hours of interviews with all respondents on June 18 and June 20, 2024. These interviews allowed the Working Group to engage in detailed conversation regarding the challenges of implementing broadband in Shelby County, best practices from other implementations and necessary prerequisites to issuing a RFP which would attract sufficient respondents to ensure a robust and competitive procurement.
 - The Working Group gleaned many insights from the RFI process which helped inform the subsequent RFP process.
 - Also during the pendency of the RFI process, the Working Group sought input from the Indiana Broadband Office and other knowledgeable industry sources to guide the construction of the guideposts for the RFP.

2. Request for Proposal (RFP) Process

- The County issued an RFP on September 9, 2024.
- The RFP set forth several criteria to guide the respondents in preparing their submittals.
- These criteria were:
 - Cost and budget alignment (no more than a \$3,000,00 County investment)
 - Implementation timeline and feasibility (Contract signature by 12-31-24 and completion by 12-31-26)
 - Technical capabilities (verifiable resources to support the deployment of broadband and providing high quality service to community)
 - Vendor experience and track record (proven record of deploying and providing high quality broadband in similar circumstances)
 - Alignment with community goals (understanding that this procurement is the first step toward the ultimate goal of the County of facilitating the availability of high quality broadband services for all of its residents and willingness to enter into a long term agreement to achieve this goal)
- The Working Group received a total of four (4) RFP responses (see Exhibits C-F, redacted for confidential information).
- The RFP responses were submitted by the following parties:
 - Frontier
 - NineStar
 - Comcast
 - AT&T
- The Working Group conducted interviews with all respondents on October 10, 2024, and two follow-up interviews on October 18, 2024, with multiple additional exchanges of questions, answers, and supplements by respondents. These in-

depth discussions allowed the Working Group to compare and contrast the respondents, refine terms, request clarification of proposals, and ensure a path to alignment with the Project's objectives.

- The Working Group, both individually and collectively, analyzed each response to understand the range of options, capabilities, and constraints.
- On November 8 and November 12, 2024, the Working Group met to discuss final evaluations and score each RFP proposal.
- Upon final scoring, there was a clear preferred partner with two potential secondary partners if negotiations were to fail with the preferred partner.
- Upon conclusion of the review and scoring process, the County developed a term sheet to capture essential provisions to which a selected and approved partner would need to agree to assist in the facilitation of negotiations and preparation of a resulting Public Private Agreement ("PPA"). The term sheet was sent to the primary and secondary RFP respondents and recipient was asked to review the term sheet and indicate whether the respondent was willing to generally agree to the terms.

V. Recommendation

The evaluation process and scoring led to a clear preferred partner with which to enter into negotiations for a PPA. The Working Group unanimously recommends NineStar as the preferred vendor for the Project.

This recommendation is for the following reasons:

1. **Technology.** NineStar has proposed to build a fiber network which will be state of the art with XGSPON technology and full-spectrum, zero-water peak, single-mode fiber-optic cables to ensure long term viability as electronic and PON technology advance to utilize many additional wavelength options including potential CWDM/DWDM-PON solutions with the existing fiber-optic infrastructure. This system will provide County residents and businesses with a minimum of fully symmetrical 100Mbps and a currently available maximum of at least fully symmetrical 10 Gbps with likely potential for higher available speeds with future technology improvements and deployments. The fully fiber solution is the gold standard for high speed internet which is much faster and more reliable than other forms of broadband delivery such as Wi-Fi, satellite, or fixed wireless. Fiber has the capacity to move signals at faster speeds than any other communications transmission medium, and it consistently delivers high-speed internet to users at the fastest speeds regardless of terrain and weather events.
2. **Cost-Effectiveness for County.** NineStar's proposal was the most cost effective. With a County contribution of \$3,000,000 and a private match which will start at \$633,000 and possibly expand up to \$3,065,000 (with a 95% subscription rate) as broadband service connections on the network expand, NineStar is able to pass 1,764 locations throughout the County at a cost of \$1,829 per passing. The initial NineStar commitment under the

PPA will be to build out over 101 miles of fiber throughout the County to be utilized for service in addition to over 146 miles of fiber that NineStar owns or currently utilizes to serve Shelby County (see Exhibit G - NineStar fiber to be built map).

3. **Cost-Effectiveness for Consumers.** NineStar has committed to limiting the retail-non-promotional residential rates in the Project Area for two (2) years following the completion of the Project which will be approximately through December 31, 2028.
4. **Proven Experience and Community Knowledge.** NineStar's track record, including exceptional customer standards, demonstrates its ability to deliver on similar projects with a high level of success. NineStar has current facilities within the County and its service territory is expanding rapidly. Moreover, NineStar has made significant commitments to service level requirements for the system and the customer experience that include reporting and penalties for failure to meet the agreed upon requirements.
5. **BEAD Partnership.** NineStar has committed to exclusively supporting Shelby County for the purposes of seeking a Broadband, Equity, Access, and Deployment (BEAD) grant for future expansion of the County's broadband infrastructure to the unserved, underserved, and unfunded addresses remaining after this Project's completion. This commitment will be that NineStar will submit proposals for federal BEAD funding to the state of Indiana that will be competitively supported, including the private match dollars to all or nearly all addresses that will remain unserved or underserved in Shelby County after the completion of the Project. This partnership is key to ensuring that Shelby County can come as near as possible to achieving universal high speed broadband in the county. It is projected that over 2,313 additional addresses within Shelby County can benefit from this partnership commitment.
6. **Alignment with Community Goals.** NineStar's proposal reflects the community's priorities and offers tailored solutions to meet specific needs. To that end, NineStar has committed to work with the County to identify and engage with a local County not-for-profit to sponsor a digital equity program to promote digital equity and skill-building programs for under-resourced communities. Additionally, NineStar has committed to hosting two (2) vendor fairs to solicit participation from Shelby County-based businesses.
7. **Project Completion.** If for any reason NineStar does not complete the Project and submit payable invoices by December 31, 2026, which is required for the use of the County's ARPA dollars, NineStar has committed to complete the Project at its own cost by June 30, 2027.

VI. Budget and Financial Considerations

The NineStar proposal allows the County to fully leverage the allocated budget of three million dollars (\$3,000,000) to achieve resolution of its broadband crisis in the coming years. In exchange for the County's investment of \$3,000,000, NineStar will secure an initial private match of \$633,000, with additional NineStar private system connection investments of up to \$3,065,000 (with a 95% subscription rate) and catalyzation of future federal grant investments (namely, BEAD) with the potential funding available to Shelby County reaching \$9,762,965. This will all be accomplished while initially enabling service to approximately 1,764 homes and businesses

throughout the County at a very low (relative to the industry) cost of \$1,829 per location. Among many, one of the strong aspects of its proposal is that NineStar's cost per passing is significantly lower than the other three respondents. Simply put, NineStar's proposal provided the County both fiscal responsibility and the highest-quality system and is willing to enter into an agreement that will ensure these outcomes.

VII. Acknowledgments

The Working Group extends its gratitude to all participants who contributed insights, feedback, and expertise, including community members, stakeholders, and vendors. Your contributions were instrumental in shaping this recommendation and delivering a generational infrastructure investment in our community's future.

Respectively,
The Shelby County Broadband Procurement Working Group:

Jason Abel, Shelby County Commissioner – North District
Courtney Chapella – Executive Director, Shelby County Chamber of Commerce
Jordan England – Grants and Nonprofit Relations Director, Blue River Community Foundation
Katrina Hall – Senior Director of Policy, Strategy, and Advocacy, Indiana Farm Bureau
Nick O'Connor, Shelby County Council – 4th District
Brian Pullin – Director of Technology, Shelby Eastern Schools

December 6, 2024

Exhibits:

- A. RFI
- B. RFP
- C. AT&T Proposal
- D. Comcast Proposal
- E. Frontier Proposal
- F. NineStar Proposal
- G. NineStar fiber to be built map
- H. Public Private Agreement Draft

EXHIBIT A



REQUEST FOR INFORMATION
DESIGN, BUILD, FINANCE, AND OPERATE
SHELBY COUNTY BROADBAND NETWORK
EXPANSION THROUGH
PUBLIC-PRIVATE PARTNERSHIP AGREEMENT

RFI ISSUE DATE: May 10, 2024

RFI RESPONSE DEADLINE: June 7, 2024

I. INTRODUCTION

A. Statement of Intent and Project Overview

In accordance with IC 5-23-4.5, the Shelby County Commissioners (the “**County**”) invite any and all qualified parties (individually referred to as “**Respondent**” and collectively referred to as “**Respondents**”) to submit responses to this Request for Information (“**RFI**”) regarding an approach to designing, constructing, financing, operating, maintaining, and/or transferring a development of an extension of broadband services further described below (the “**Project**”) under a public-private partnership (“**P3**”). The purpose and intent of this Project is to increase the availability of high-speed broadband service to underserved or unserved households and businesses within Shelby County with the end goal of serving all of Shelby County.

In a response to this RFI, the County seeks to learn how the Respondent’s approach will further the County’s goals of ensuring that residents, businesses, and visitors to its community have access to market-leading broadband services. The County is prepared to consider a variety of business models that may share technological and operational responsibilities and financial risk between the potential partner and the County in innovative ways. The County encourages Respondents to share their expertise, which may be used to shape the direction and form of this potential initiative. Respondents may work together to respond to this RFI. The County is open to creative solutions that will maximize private investment, as well as state and federal broadband funding, while providing reliable and high-quality services to meet its citizens’ needs.

The County welcomes the responses of all prospective third parties interested in acting as a partner, and the County will review responses based on the Respondents’ experience, how well the responses address the County’s objectives, how the proposal balances and shares risks and rewards, and other factors. Following the evaluation of responses, the County may issue a request for more detail relating to the County-initiated Project, cancel, or delay its plans to extend broadband services throughout the County or choose another direction that is deemed in the County’s best interest. Responding to this RFI is not a guarantee of a contract award. Further, there is no guarantee an RFP will be developed as a result of this RFI. The County reserves the right to withdraw the RFI or any subsequent RFP, or to decline to award a contract.

Prospective Respondents that anticipate responding to this RFI shall indicate their intention as soon as possible and **before May 24, 2024**, by providing contact information via e-mail to the representative of the County listed below. All questions or requests for information regarding this RFI should be directed only to the representative of the County as listed below. **Please DO NOT contact any officials or related parties of the County.**

The County is not responsible for costs or damages incurred by Respondents, members of a Respondent, subcontractors, or other interested parties in connection with the solicitation process, including but not limited to costs associated with preparing responses, qualifications, and proposals and participating in any conferences, oral presentations, or negotiations.

B. Scope, Goals, and Objectives of the Project

This RFI reflects the commitment of the County to ensure high-speed broadband is available to as many underserved or unserved residents and businesses throughout Shelby County to further economic development. The successful Internet Service Provider or other organization responding to this RFI will be expected to propose a network that meets the eligibility requirements set forth in ARPA. Successful Respondent(s) will demonstrate a clear and achievable plan to deliver high-speed, reliable, and affordable broadband communications services in Shelby County. This RFI is the first step in a procurement process which encourages Respondents to offer innovative and creative plans to complete the Project. Through this public-private partnership, the County seeks (1) creativity in design and execution; (2) innovative approaches to delivery and financing; and (3) an expedient and integrated design and construction timeline that will create the greatest value for the County's citizens.

C. Overview of Procurement Process

This RFI requests prospective Respondents to formally express their interest in bidding on the development of the project. The County will consider all types of financial models available under Indiana law, including Indiana Code § 5-23, that share the financial risk, along with the to be agreed upon technical and operational responsibilities, between the selected partner(s) and the County. The County encourages creative financial solutions that will maximize private investments, as well as state and federal broadband funding. Section II summarizes the general Project Specifications, and Section IV contains the contents and required and desired Project attributes. It is the intent of the County after receipt of the responses to this RFI to issue an RFP for award of a Public Private Agreement to a developer to partner with the County in providing high-speed broadband services to the residents of Shelby County.

The County will review responses to this RFI to determine Respondents' experience, expertise, proposed approach, and creative ideas to achieving the project. In addition to submitted materials, the County will meet with selected Respondents to discuss approach and emphasized requirements of the project. The information gathered from this process will inform the future preparation of a Request for Proposal to Award a Public Private Agreement.

II. PROJECT SPECIFICATIONS

The County seeks Respondents' creative ideas and innovations as part of this RFI. The general aspects of the Project which Respondents should take into consideration are as follows:

A. Shelby County Economic Development, Workforce, and Broadband Commitment

Shelby County is poised for economic growth and development, with a strong foundation in manufacturing, healthcare, and logistics, that potential bidders for infrastructure projects should

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consider. The County has seen significant investment in recent years, with new businesses and industries in emerging and existing ones expanding. As of recent estimates in 2023, Shelby County has a population of approximately 44,991 residents, and 63.3% of the population is engaged in the labor force. The County's strategic location contributes to active interstate trade, particularly with neighboring states like Illinois, Ohio, and Michigan. With respect to educational infrastructure, Shelby County schools and educational services employ a substantial number of the workforce, indicating a community investment in educational development. The County's economic strategies aim to bolster these sectors further, making it an appealing prospect for businesses looking to invest in infrastructure projects.

The County is designated as an official Broadband Ready Community, which was created as a tool to encourage broadband development throughout Indiana. This designation means that County has taken steps to reduce barriers to broadband infrastructure investment, with the end goal of developing a strategic plan for the most cost-effective broadband expansion, ensuring that every resident has the opportunity to access high-speed internet.

B. Available Financial Incentive

The County acknowledges that creating adequate broadband in the unserved and underserved areas would likely require a private enterprise to invest capital and operational expense in advance of demonstrated, adequate market demand for the defined products. As such, the County has earmarked funds for purposes of investing in the Project consistent with its needs and goals to catalyze a broadband solution with qualified and committed partners. The award may be granted to one provider in full or distributed among multiple applicants that commit to meeting the goals and conditions outlined in any subsequent RFP and in attendant negotiations. The purpose of the funding will be to defray the cost of the infrastructure necessary to meet the requirements of the RFP. The County has an expedited permitting process for broadband builds and will provide resources to assist with the project's success.

C. Desired Broadband Solution

The County seeks to make available high-speed broadband services to as many underserved or unserved households and businesses in the County as possible. The network is intended to support remote learning, remote workers, telehealth, precision agriculture, and advanced manufacturing to bolster the county's economic growth.

The high-speed broadband services shall specifically provide a service designed to reliably meet, or exceed, a symmetrical 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, as defined by the Federal Communications Commission's definition of "minimum broadband speed," and be scalable to a minimum of 100 Mbps download and 100 Mbps upload.

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The County is technology agnostic. Both wireless and wireline solutions will be considered, but any awards made must consider guidelines for broadband infrastructure as required under ARPA. Additionally, the County requires the following:

- Universal coverage across an Applicant's identified project geography;
- Delivery of desired levels of broadband services at affordable price points; and
- Systems to ensure reliable service uptime with consideration of environmental factors.

The project intends to use local funds in addition to ARPA funds that are available. The ability of an Applicant's proposal to meet all ARPA requirements is important, but not essential to a Respondent's involvement in the Project. However, at the RFP stage, the Respondent must clearly and thoroughly define any proposed solutions or technical alternatives which may not meet the eligibility requirements of ARPA due to constraints with geography, topography, or excessive costs, but will expand high-speed internet to un/underserved premises.

D. Desired Service Locations

The ultimate goal of the project is coverage for all of Shelby County. The County understands providing broadband service to every premises within the Project Area will be challenging for a variety of reasons and may require additional projects or funding to accomplish; however, the County wishes to collaborate with the successful Respondent to determine appropriate staging and prioritization of the Project, with particular importance placed on underserved or unserved premises. The County seeks proposals that state clearly how many premises will be covered and at what levels of service. When evaluating proposals, the county will view favorably those that maximize the number of passings the solution would reach. Proposals not fully covering the primary service area are encouraged to include a paragraph describing requirements to expand their broadband solution to the entire primary service area.

Please see the below map of the proposed Project Area. Additional maps and county GIS layers will be made available in the data room upon request.

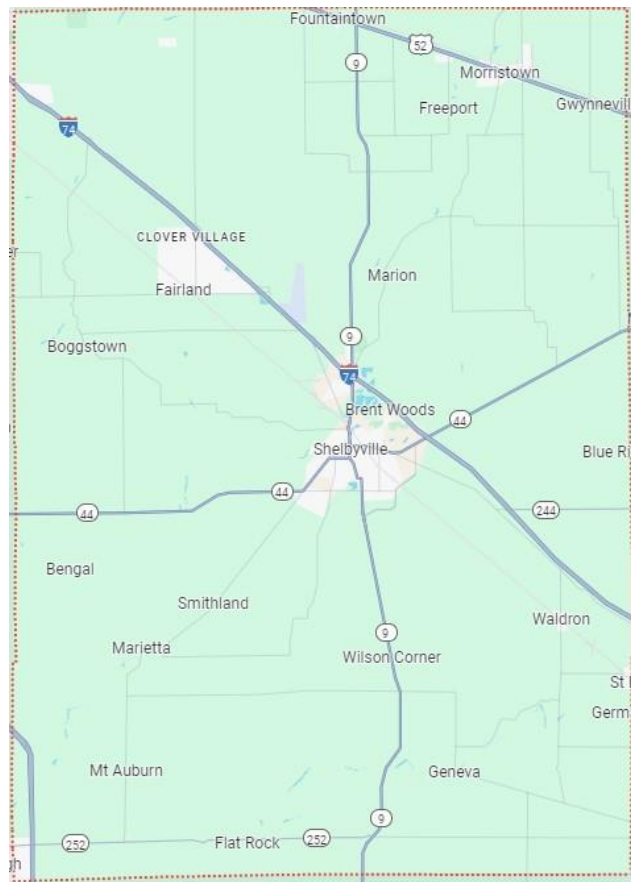
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Proposed Project Area



III. RFI PROCEDURE

A. RFI Response Deadline

Final RFI submissions must be received by the County as provided below by **4:00 PM EDT on June 7, 2024** (the “**Submission Deadline**”). Only complete RFI Responses delivered on or before the Submission Deadline will be accepted by the County. RFI Responses delivered after the Submission Deadline may be rejected and returned unopened to the Respondent.

All RFI Responses shall be delivered as an **electronic PDF** to the following person via e-mail:

Greg Lannan
glannan@buildbw.com

Please DO NOT contact any officials or related parties of the County.

B. Inquires

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Following the RFI issue date, Respondents may make inquiries regarding this RFI at any time prior to the Submission Deadline to:

Greg Lannan

glannan@buildbw.com

C. Response Format

Please submit a PDF document of no more than twenty (20) pages that contains the information requested in this RFI.

D. Data Room

A data room has been set up with additional information and studies regarding the County's broadband needs. Upon receipt of an RFI Notice of Interest from a Respondent, access to these materials will be provided to Respondent for review in preparation of their response.

E. Virtual Respondent Meetings

Upon submission of Intent to Submit, Respondent will be contacted for scheduling of a virtual meeting on June 18, 2024, or June 20, 2024, to discuss approach and insights into approach for the Project that Respondent would like to share with the County to inform preparation of the subsequent RFP. The available slots on these days will be scheduled on a first come basis.

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IV. Anticipated Procurement Schedule

KEY NEXT STEP	EXPECTED TIMING
RFI Issued	May 10, 2024
RFI Notice of Interest Due	May 24, 2024
RFI Responses Due	June 11, 2024
Discussions with Respondents (virtual)	June 18, 2024, and June 20, 2024
RFP Issued	Expected July 2024
Deadline for Questions regarding the RFP	15 days after RFP release
Deadline for County’s response to Questions/ Clarifications	7 days after RFP release
RFP Responses Due	30 days after RFP release
Sign Confidentiality Agreements with Qualified Respondents	Mid-August 2024
Anticipated Negotiation with Responsible Respondents	September 2024
Best and Final Proposals Due to County	TBD
Project Agreement Award Hearing	October-November 2024

This estimated schedule is for illustration purposes only and should not be construed as binding; except that all RFI Responses shall be submitted **on or before 4 p.m. on June 11, 2024**. This estimated schedule is subject to change, and a final version will be included in the RFP.

V. CONTENT OF RFI RESPONSE

The Respondent shall provide a brief background on the submitting team and its managerial and technical experience as background for discussions. The Respondent shall then dedicate the majority of its submission to potential approaches to achieving the stated goals of the County to expand the availability of high-speed broadband throughout Shelby County to serve its citizens.

This is an RFI, and as such, the response may include any additional information or comment that you consider relevant, including but not limited to illustrations, tables, charts, graphics, or exhibits.

The RFI should address the following required outcomes which the County desires:

- Minimum speeds of 100/20 mbps to end users
- Meet ARPA requirements
- Fiber service feed (not be dependent on a wireless backhaul system)
- Improved wireless or other solutions for remaining areas of county
- Plan and solution for continued expansion of network

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The RFI should also address scenarios for the provision of the following possible outcomes for the residents of the County. This list is not all-exhaustive, and it is not a requirement to address every scenario:

- A service product for under-resourced subscribers
- Speeds of 1gbps symmetrical
- Availability of additional services beyond broadband (i.e., phone, cellular services, streaming services, public Wi-Fi, etc.)
- No connections fees within 1,500 feet of fiber/road
- County controlled or ownership of portion fiber asset for governmental and economic development use
- A digital inclusion program
- Additional last-mile advantages
- Service to community anchor institutions within the County

VI. CONFIDENTIAL INFORMATION

If the Respondent should include any confidential information, this section shall include any confidential and proprietary information that the Respondent claims should be exempt from public disclosure. Respondent is solely responsible for reviewing the Act, Indiana’s Public Records Act, and applicable law requiring disclosure. Under no circumstances will the County be responsible or liable to Respondent/Developer or any other party as a result of disclosing materials that it determines, in its sole discretion, is not protected by the Act and/or Indiana’s Public Records Act, including, without limitation, materials marked “Confidential”.

VII. DISCLAIMER

THIS IS A REQUEST FOR INFORMATION ONLY. This RFI is issued solely for information and planning purposes – it does not constitute a Request for Proposal (“RFP”) or a promise to issue an RFP in the future. The County may intend to award a contract on the basis of this RFI. Failure to respond to this RFI does not preclude participation in any future RFP, if any issued.

Although “proposal,” “response,” “Respondent,” and “offeror” are used in this RFI, your response will be treated as information only and does not constitute a formal proposal. The County is not responsible for costs or damages incurred by Respondents, members of a Respondent, subcontractors, or other interested parties in connection with the solicitation process, including but not limited to costs associated with preparing responses, qualifications, and proposals and participating in any conferences, oral presentations, or negotiations.

EXHIBIT B

SHELBY COUNTY **—INDIANA—**

REQUEST FOR PROPOSAL
DESIGN, BUILD, FINANCE, AND OPERATE SHELBY COUNTY
BROADBAND NETWORK EXPANSION THROUGH
PUBLIC-PRIVATE PARTNERSHIP AGREEMENT

RFP ISSUE DATE: SEPTEMBER 9, 2024
RFP RESPONSE DUE DATE: OCTOBER 1, 2024 BY 4:00 P.M.
PROJECTED RFP AWARD DATE: NOVEMBER 2024

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I. INTRODUCTION

A. Statement of Intent and Project Overview

In accordance with IC 5-23-4.5, the Shelby County (“**County**”) Board of Commissioners (“**Commissioners**”) are issuing this Request for Proposal (“**RFP**”) to invite any and all qualified parties (individually referred to as “**Respondent**” or “**Proposer**” and collectively referred to as “**Respondents**” and “**Proposers**”) to submit responses to this RFP regarding an approach to designing, constructing, financing, operating, maintaining, and/or transferring a development of an extension of broadband services further described below (the “**Project**”) under a public-private partnership (“**P3**”). It is the County Commissioners’ intent, through this RFP, to partner with a third party to expand fiber Broadband Infrastructure, as hereinafter defined, to benefit County residents, businesses, community institutions, government, overall economic development, and catalyze local innovation. The Commissioners further desire to create an environment that serves Shelby County citizens’ current and future technology needs and establishes a platform that supports and facilitates existing, as well as new, Internet Service Providers (“**ISPs**”), telecom carriers, and data center service expansions into and within the County.

Prospective Respondents that anticipate responding to this RFP shall indicate their intention as soon as possible by providing contact information via e-mail to the representative of the County listed below. At the time of notice, prospective Respondents will be provided access to the County data room of relevant documents. All questions or requests for information regarding this RFP should be directed only to the representative of the County as listed below. Please DO NOT contact any officials or related parties of the County.

The County is not responsible for costs or damages incurred by Respondents, members of a Respondent, subcontractors, or other interested parties in connection with the solicitation process, including but not limited to costs associated with preparing responses, qualifications, and proposals and participating in any conferences, oral presentations, or negotiations.

B. Scope, Goals, and Objectives of the Project

The County seeks to make available high-speed broadband services to as many underserved or unserved households and businesses in the County as possible. The network is intended to support remote learning, remote workers, telehealth, precision agriculture, and advanced manufacturing to bolster the county’s economic growth. The successful Internet Service Provider or other organization responding to this RFP will be expected to deploy a network that meets the eligibility requirements set forth in the American Rescue Plan Act of 2021 (“**ARPA**”), PL 117-2 (March 11, 2021), which amends Title VI of the Social Security Act (42 U.S.C. 801 et seq.), including the Treasury Final Rule [31 CFR Part 35 RIN 1505-AC77].

II. PROJECT SPECIFICATIONS

The County seeks Respondents' creative ideas and innovations as part of this RFP. The general aspects of the Project which Respondents should consider and address are as follows:

A. Available Project Incentives

The County acknowledges that creating adequate broadband in the unserved and underserved areas would likely require a private enterprise to invest capital and operational expense in advance of demonstrated, adequate market demand for the defined products. As such, the County is currently prepared to invest up to \$3 million to catalyze a broadband solution with qualified and committed partners in unserved and underserved areas throughout the County. The award may be granted to one provider in full or distributed among multiple Respondents that commit to meeting the goals and conditions outlined in the subsequent RFP and in attendant negotiations. The County's capital investment may utilize ARPA funds with its associated requirements. The purpose of the funding will be to defray the cost of the infrastructure necessary to meet the requirements of the RFP. The County has an expedited permitting process for broadband builds and will provide resources to assist with the Project's success.

Any such expectation of or reliance on the County's potential contribution shall be included in a Respondent's proposal.

B. Desired Broadband Solution

The high-speed broadband services shall specifically provide a service designed to reliably meet, or exceed, a symmetrical 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, as defined by the Federal Communications Commission's definition of "minimum broadband speed," and be scalable to a minimum of 100 Mbps download and 100 Mbps upload.

Respondents and Proposers may propose a fiber-only or a fiber-hybrid solution for the Commissioners' consideration. The Commissioners will consider any reasonable and responsible proposal that addresses the priorities listed above and positions the County for the future. Any selected Respondent ("**Awardee**") shall be responsible for the construction, and, where applicable, maintenance and operation of the Broadband Infrastructure under the Project, and any associated backhaul connectivity.

While the County is technology agnostic, it is the County's preference to have Fiber-to-the-Home as a long-term solution for its all residents. Both wireless and wireline solutions will be considered, but any awards made must consider guidelines for broadband infrastructure as required under ARPA. Additionally, the County requires the following:

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- Universal coverage across an Applicant’s identified project geography;
- Delivery of desired levels of broadband services at affordable price points; and
- Systems to ensure reliable service uptime with consideration of environmental factors.

A suitable fiber deployment may include the Awardee strategically leasing existing fiber and/or conduit in the County, as well as constructing additional fiber networks.

A suitable hybrid fiber-wireless deployment may include use of a fiber middle-mile network and, at the onset, wireless last-mile service, with the expectation that additional last-mile fiber will be constructed over time with the intention of creating a final complete fiber network, and the wireless service could remain a subscription option.

The Commissioners understand the value of Broadband Infrastructure that is accessible to residents, businesses, ISPs, data centers, education, telemedicine and research facilities, and more. This can be achieved through existing carrier relationships, services offered, data center connections, network management experience, collaboration with other partners, innovative business models, and others.

The Commissioners’ encourage responses to address affordable broadband and seek to partner with community-based organizations to foster digital equity within the County.

The County seeks proposals that state clearly how many premises will be covered and at what levels of service. As detailed below, each response shall include the currently underserved, unserved and unfunded locations to be cited and separately include any currently served/funded locations to be covered. When evaluating proposals, the County will view favorably those that maximize the number of passings the solution would reach. Proposals not fully covering the primary service area are encouraged to include a paragraph describing requirements to expand their broadband solution to the entire primary service area. Respondents may propose to serve some or all of these areas of need. Shelby County shall retain the right to reevaluate the Project and selected Awardee at any time during the network deployment.

C. Overview of Procurement Process

This RFP requests prospective Respondents to formally express their interest in bidding on the Development of the Project utilizing the Indiana Code § 5-23 Build Operate Transfer Model. It is the intent of the County after receipt of the responses to this RFP to issue an award of a Public Private Agreement to select a Respondent to partner with the County in Providing high-speed broadband services to the residents of Shelby County. The County will review responses to this RFP to determine Respondents’ experience, expertise, proposed approach, and creative ideas to achieving the project. In addition to submitted materials, the County will meet with selected Respondents to discuss approach and emphasized requirements of the project. The information gathered from this process will inform the award of a Public Private Agreement.

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Upon award, the Awardee shall provide the County with a suggested contract document for negotiation and a proposed Project schedule and communicate with the Commissioners, or their designated representative(s), throughout the Project regarding any schedule changes.

The Commissioners anticipate, but shall not be required to award, a single contract for the Project. Selection will be determined based on the criteria provided herein, with the Awardee being the Respondent(s) that best demonstrates their ability to deploy robust broadband connectivity throughout Shelby County.

III. ANTICIPATED PROCUREMENT SCHEDULE

This estimated schedule is for illustration purposes only and should not be construed as binding; except that all RFP Responses shall be submitted **on or before 4 p.m. on October 1, 2024**. This estimated schedule is subject to change, and a final version will be included in the RFP. The intention of the below schedule is to align with the Indiana Broadband BEAD application schedule.

KEY NEXT STEP	EXPECTED TIMING
RFP Issued	September 9, 2024
Deadline for Questions regarding the RFP	September 18, 2024
Deadline for County’s response to Questions/ Clarifications	September 23, 2024
RFP Responses Due	October 1, 2024
Sign Confidentiality Agreements with Qualified Respondents	October 2024
Initial Discussion and Negotiations with Qualified Respondents	October 9-11, 2024
Best and Final Proposals Due to County	TBD
Project Agreement Award Hearing	November 2024

IV. RFP Responses

All responses must clearly and thoroughly address each of the components listed below. Respondents are advised to provide a level of thoroughness that will enable the County to clearly understand how the proposal will allow the County to achieve its objectives. Respondents should focus their responses on the County-specific elements as opposed to including generalized or marketing statements and other collateral advertising or promotional material.

A. Respondent and Sub-Contractor Information

- Organization name, address, phone, email, and website.

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- Contact person name, title, address, phone, and email (if different from the above).
- MBE/WBE/VBE/DOBE Certifications
- Overview of Respondent's broadband/connectivity services and statement of core business competencies, particularly any such services currently available in the County and/ or surrounding counties.
- Brief explanation as to why the Respondent is interested in this RFP and expanding its broadband service offerings into or within the County, and how such network expansion fits within Respondent's broadband footprint.
- Partners or outside vendors that will be utilized to complete any portion of the Project. If a subcontractor or partner will be responsible for any portion of the services, Respondent should identify its plan for replacing the subcontractor or partner if: (1) the subcontractor or partner's services are unsatisfactory to the County, and/ or (2) they no longer are the subcontractor or partner. Be advised that the Commissioners must be notified of any replacement subcontractor or partner in advance of such subcontract or partner commencing any work related to the Project.

B. Respondent Experience and Partnerships

- Overview prior experience designing, planning, constructing, financing, operating, and/or maintaining infrastructure and projects like the Project for the County. Respondents are further required to provide a narrative, including references and any measurable benefits, for any similar projects to that which the Respondent is proposing for the County.
- Overview and resumes for Respondent's executive team and any individuals who will be directly involved in the proposed Project in the County.

C. Respondent Proposed Build-Out and Network Operations

- Proposed wireless and fiber network architecture, including, if applicable: the incorporation of existing vertical assets through mutually agreeable lease arrangements with the County and the construction of new vertical assets, as needed.
- If the Respondent is proposing a fiber solution, please further detail: (1) whether the network will be Gigabit Passive Optical Network ("GPON") or Ethernet Passive Optical Network ("EPON"), or otherwise; (2) whether the fiber infrastructure will be provided to the home ("Fiber-to-the-Home" or "FTTH")/ to the premise ("Fiber-to-the-Premise" or "FTTP"), to the node ("Fiber-to-the-Node" or "FTTN"), or other; (3) the total number of strands proposed in the network; and (4) how many of said strands will be allocated to the County for its use.

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- Proposed phases, cost, and estimated timeline for each phase, if applicable; and estimated cost and timeline for full Project completion.
- **Respondent should fully detail the information and/ or support that would be required from the Commissioners in order to meet the proposed timelines, including, but not limited to financial contribution, permits, consents, approvals, authorizations; access to available assets including fiber, conduits, real estate, and/ or vertical assets; public outreach and education campaigns; and network testing.**
 - **If Respondent is seeking financial contribution from the County, it must detail what percentage this constitutes of the overall project cost.**
 - **If Respondent is seeking access to the County-owned assets, it must provide a list of the asset(s) and cost or improvements that it is willing to contribute in order to be granted access to such asset(s).**
- Any supply chain and/or labor needs or issues upon which the timeline is contingent. The Respondent shall further provide its plan for training and staffing of the Project to overcome any labor shortages.
- Scalability of the proposed Broadband Infrastructure as residential, commercial, and institutional bandwidth demands in the County continue to increase.
- Whether the Respondent currently owns and/ or operates broadband infrastructure within the County and how would such infrastructure be contributed to the Project.
- How the Respondent will ensure open access of the Broadband Infrastructure and what carriers, ISPs, data centers, etc. are currently utilizing the Respondent's network(s) within the County or otherwise.
- How does the Respondent ensure user protections and the security of its network?
- Any Respondent awarded under this RFP shall deliver initial service of at least 100 Mbps download/20 Mbps upload and scalable to 100 Mbps download and 100 Mbps upload ("**symmetrical**") service to end-users in the County. It is the County's expectation that any selected Respondent be able to offer 100 Mbps download and 20 Mbps upload within two (2) calendar years following start of construction. Please detail how the Respondent ensure that the requisite broadband speeds are delivered to end users and provide information of such speeds to the County and/or such users.
- What percent of the County residents will be served with 100 Mbps download/ 20 Mbps upload, or greater, broadband service upon completion of the proposed project? What percentage of the County residents will be served with 100 Mbps download/ 100 Mbps upload

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symmetrical, or greater, broadband service upon completion of the proposed project?

- Respondent shall explain network monitoring and customer support/customer service protocols, including network redundancy, short- and long-term maintenance and upgrades to the proposed network.

D. Public Investment

- Respondent shall include the public investment amount requested of the County.
- Revenue-share opportunities for the County from the Project are considered secondary to the County's priorities. However, Respondents should include any proposed revenue-share opportunities in sufficient detail for the Commissioners to analyze the potential benefit prior to issuing award under the RFP.
- If applicable, Respondent should describe additional funding opportunities that could support its efforts with the County (for this project or others in the future).

E. Respondent Existing and Future Operations within the County

- Please provide the currently underserved, unserved, and unfunded locations to be cited, and separately include any currently served/funded locations to be covered.
- If existing operations, Respondent shall identify and describe current Respondent office(s) and/ or staff within the County. If so, please provide the address of the office and/ or number of staff in the County. If not, please provide the address of your closest office location to the County.
- If existing operations, Respondent shall identify and describe middle mile infrastructure currently owned, leased, or otherwise used by the Respondent in the County. If additional middle mile construction will be needed in order to provide the project contemplated herein, Respondent should detail such construction, including projected cost and timeline by phase, if applicable. Respondents shall further detail what proportion of such cost they would seek from the County Commissioners as a contribution to the total project deployment.
- If existing operations, Respondent shall identify and describe last-mile broadband service that the Respondent currently offers in the County, as well as what entities use and are permitted to use such service the County (e.g., residents, businesses, government, etc.) and the length of time that such service has been available within the County.
- Please provide speed to deployment in the County, and if existing infrastructure, please provide deployment speed history.

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- The County’s preference is to work in collaboration with the Awardee. Collaboration can take many forms. Please detail how the Respondent proposes to work with the County and the purported benefits of such arrangement for each party.
- Respondent shall describe how the Respondent will market the Broadband Infrastructure to users in the County, once available and what assistance is expected from the Commissioners for such outreach. The Awardee shall provide clear information to end-users regarding monthly service rates and speeds supplied over the network.
- Respondent shall describe any additional digital inclusion efforts included in the Respondent’s Project.
- Respondent shall describe how many additional households, businesses, and institutions in the County will have access to broadband service as a result of this project, and at what speed tiers and pricing level. Among the businesses and institutions, please include any small business, elementary school, higher education institution, library, healthcare facility and public safety organization that will have increased access to broadband service.
- Respondent shall describe any additional services that will be made available in the County through the Respondent’s proposed project. This includes, but is not limited to, Internet of Things (“IoT”) use cases such as precision agriculture, smart utility monitoring, and others.

F. Affordability.

- Respondent shall provide its proposed rate structure for the various end users to which service will be available through the proposed build-out. Respondents must provide one-time costs, such as Customer Premise Equipment (“CPE”) installation, and recurring costs, such as monthly service costs, for residential customers, commercial customers, and institutional/ governmental customers.
- Respondent shall detail how it will provide its pricing structure(s) to end users and how users are notified of any changes to such pricing structures.
- Respondent shall describe any low-cost offers that would be made available with Respondent’s service, such as the Affordable Connectivity Program (“ACP”). **NOTE:** Should the Commissioners contribute a portion of the County’s ARPA funds to the Project, the Awardee will be required to participate in the ACP program, per the Federal Rules.¹
- Please detail affordability program enrollment; specifically, what is the criterion to enroll in Respondent’s affordability program, if applicable, and what are the enrollment numbers at the time of the response submittal?

¹ The County understands that ACP may not exist or be unusable.

G. Innovation.

- Novel Technology Implementation – creative use of cutting-edge or hybrid technologies to improve speed, reliability, or security.
- Scalability & Future-Proofing – solutions designed for future growth and adaptability to new demands and technologies.
- Improved Access to Underserved Areas – innovative approaches to provide coverage in rural or underserved regions.
- Enhanced Customer Experience – innovations focused on improving user experience, customer service, and troubleshooting.
- Partnerships & Collaboration – leveraging partnerships with local entities to enhance coverage or reduce costs.
- Cost-Effectiveness – creative pricing models or cost-saving measures that maintain high service quality.

V. Evaluation Criteria

RFP responses shall be evaluated based on the following criteria:

RESPONDENT EXPERIENCE AND PARTNERSHIPS: 20 possible points

PROPOSED BUILD-OUT AND NETWORK OPERATIONS: 25 possible points

PRICING COMPONENTS: 15 possible points

CONSUMER AFFORDABILITY: 5 possible points

FINANCIAL, TECHNICAL, AND MANAGERIAL STABILITY: 15 possible points

EXISTING AND FUTURE OPERATIONS WITHIN THE COUNTY: 10 possible points

INNOVATION: 10 possible points

VI. Proposal Format and Submittal Procedure

Final RFP submissions must be received by the County as provided below by **4:00 PM EDT on October 1, 2024** (the “**Submission Deadline**”). Only complete RFP Responses delivered on or before the Submission Deadline will be accepted by the County. RFP Responses delivered after the Submission Deadline may be rejected and returned unopened to the Respondent.

All RFP Responses shall be delivered as an **electronic PDF** to the following person via e-mail:

Greg Lannan

glannan@buildbw.com

Please DO NOT contact any officials or related parties of the County.

Following the RFP Issue Date, Respondents may submit questions regarding this RFP at any time prior to **4:00 pm Eastern on September 18, 2024** via electronic mail to the following address (the “**Authorized Representative**”): **Greg Lannan** at glannan@buildbw.com. Any individual who would like to receive future updates on this RFP must submit their name, organization, and email address to the 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 Authorized Representative shall be shared on or before **4:00 pm Eastern on September 23, 2024** 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 the County with respect to this RFP, except for the Authorized Representative. The Commissioners may disqualify any Respondent who makes such contact.

The deadline for the County’s receipt of a Respondent’s Proposal, in both the printed and PDF versions as outlined above, is **October 1, 2024 at 4:00 pm Eastern**. 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. The County shall bear no responsibility for submitting Proposals on behalf of any Respondent. **No extensions shall be granted for responses to this RFP.**

VII. Examination of Documents and Requirements

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.

VIII. Post-Proposal Discussions with Respondents

It is the Commissioners’ intent to commence final negotiations with the Respondent, per the requirements and standards described herein, deemed most advantageous to the County and most likely to deploy broadband to the most County locations (the “**Awardee**”). The County reserves the right to conduct post-proposal discussions with any Respondent.

IX. Terms, Conditions, Limitations and Exceptions

- This RFP does not commit the County to issue an award or to pay any costs incurred in the preparation of a proposal in response to this RFP.
- The Proposals will become part of the County’s official files without any obligation on the County’s part.
- All Proposals received and any or all-supporting documentation are subject to the State of Indiana Public Records Act and the provisions of Indiana Law. The County will use reasonable due diligence subject to all laws and regulations 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.
- Respondent(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the County or its agents.
- 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, the County can combine or consolidate Proposals, or portions thereof, for the purposes mentioned herein.
- 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.
- Any Awardee’s responsive RFP proposal, in full, shall become part of an appendix, to any contract(s) or other agreements between the County and the Awardee resulting from the RFP. As such, any and all portions of a responsive RFP proposal submitted by the selected Respondent, including but not limited to any “additional services made available,” shall become part of the contract(s) at the County’s sole discretion.
- The RFP and the related responses of the selected Respondent may by reference become part of any formal agreement between the selected Respondent and the County. The County and the selected Respondent may negotiate a contract or contracts for submission to the County for consideration and approval. In the event an agreement cannot be reached with the selected Respondent, the 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.
- 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 the County.
- The 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 the County. Default may result from the Respondent’s or Awardee’s failure to perform under the terms of the

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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.

- The 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, the 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 the County. This disqualification is at the sole discretion of the 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, the County's elected officials, officers, agents, or employees, or any court, as to the exercise by the County of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the County.
- The County shall have the unilateral right to reject any Respondent RFP response including, but not limited to the following:
 - (a) Failure to submit the Proposal for the County to receive it by the deadline of **October 1, 2024 at 4:00pm Eastern**.
 - (b) Failure to submit the Proposal to the correct location.
 - (c) Failure to submit the Proposal 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, or failure from the preceding list may void a Proposal or cause the Proposal to be voidable at the sole option of the County.

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

- Reject any or all Proposals.
- Reissue the RFP.
- Accept portions of individual or multiple Proposal(s).
- Request more information and/or clarification of Proposals from any or all Respondents.
- Waive immaterial defect(s) or informalities of any Proposal.

The foregoing granting of exclusive negotiation rights does not commit the County to accept all or any of the terms of any Proposal(s). Final terms of any agreement will be agreed

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upon during negotiations. Negotiations may be terminated at any time by the County for failure to reach mutually acceptable terms.

- The County reserves the right to request clarification of any Proposal or its parts after all proposals have been received.
- The County reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the County's interest. The County reserves the right to reduce the scope of the Project and evaluate only the remaining elements from all Proposals. The County reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- Any disputes arising out of this agreement that result in litigation shall attorn to the jurisdiction of an appropriate court, either state or federal, in Shelby County, Indiana.
- 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 Indiana 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"), Indiana Utility Regulatory Commission ("IURC"), Indiana Department of Transportation ("INDOT"), Federal Trade Commission ("FTC"), U.S. Department of Commerce ("DOC"), Broadband Equity, Access, and Deployment ("BEAD") rules and requirements, Rural Digital Opportunity Fund ("RDOF") requirements, and any other Federal, State, and local 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 Awardee shall adhere to the requirements of the American Rescue Plan Act ("ARPA") Final Rules, and the requirements of all further guidance issued by the U.S. Department of Treasury, or other applicable federal agency, on the American Rescue Plan, should the County utilize American Rescue Plan funds in issuing an award under this RFP.
- 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 the County.
- The County reserves the right to conduct, for security reasons, a lawful background investigation on the selected Respondents, its principal party, personnel or subcontractors. Respondents agree to cooperate with the County in this endeavor and to provide any permitted, reasonably necessary information. The County will, upon the Respondent's written request, provide a copy of such background investigations to the Respondents, to the extent allowable by law. Dependent upon the results of the background check, the County may request the Respondents to immediately remove an individual from participation on this project. Respondents shall not knowingly assign any

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personnel with records of criminal conviction(s) to this Project without advising the County of the nature and gravity of the offense. In fulfilling the obligations under this section, the County and the Respondents shall comply with all laws, rules, and regulations relating to the making of investigative reports and the disclosure of the information contained therein. the County and the Respondents shall, indemnify, protect, defend, and hold the County its elected officials, agents, employees and volunteers harmless against any wrongful disclosure by the County, its employees, and/or agents of said reports and the information contained therein.

- All selected Respondents shall be required during the Project to cooperate fully, and in any reasonable manner that the County shall request, with all the County officials, officers, agents, employees, and volunteers. Further, selected Respondents shall be required to coordinate their implementation(s) with all other selected Respondents and all other projects that are being undertaken by the County. If any problem or difficulty should arise regarding such attempts at cooperation and coordination, the County shall be immediately informed and will determine the way the parties are to proceed.

[END.]

EXHIBIT C



DESIGN, BUILD, FINANCE, AND OPERATE SHELBY COUNTY BROADBAND NETWORK EXPANSION THROUGH PUBLIC-PRIVATE PARTNERSHIP AGREEMENT

Point of Contact

Bill Soards
President – AT&T Indiana
Phone: 317.709.0021
william.soards@att.com

Submitted to

glannan@buildbw.com

Proposal Validity Period—The information and pricing contained in this response (the “Response” or the “Proposal”) is valid for a period of sixty (60) days from the date written on the Proposal cover page, unless rescinded or extended in writing by AT&T.

Terms and Conditions—This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Services Inc. provide products and services under the AT&T brand. AT&T Services, Inc, Indiana Bell Telephone Company, Incorporated dba AT&T Indiana. AT&T company is the proposer for itself and on behalf of its service-providing affiliates.

Software—Any software used with the products and services provided in connection with this Response will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Copyright Notice and Statement of Confidentiality—©2024 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

XGS-PON Service is proposed to be constructed as part of the network build in the geographic area described in this RFP and does not imply nationwide deployment.



AT&T Services, Inc.
208 South Akard Street
Dallas, Texas 75202
Justin.johnson.3@att.com

240 N. Meridian Street
Suite 195
Indianapolis, IN 46204
Mobile: 317-709-0021
william.soards@att.com

October 1, 2024

Greg Lannan
BW Construction o/b/o Shelby County
615 Russell Ave.
Indianapolis, IN 46225

Dear Mr. Lannan:

AT&T is excited about the prospect of submitting this bid in Shelby County to help with your continued commitment to ensure high-speed broadband is available to as many residents and businesses in the County as possible.

To meet the objectives of Shelby County, AT&T has tailored a solution to deploy, operate, and maintain a broadband internet network that delivers high-speed broadband to currently unserved or underserved premises in unincorporated Shelby County to provide broadband connectivity that:

- Makes available reliable, high-speed broadband services to as many premises in target areas as possible
- Builds a fiber-to-the-premise (FTTP) network based on a 10 Gbps symmetric XGS-PON fiber backbone capable of delivering hyper-gig service speeds
- Delivers uptime 99.99% (less than seven hours of unscheduled downtime per year); latency – 40 ms commitment on the transport portion of the network to the ISP Access Point; commitment to no throttling
- Includes no monthly data caps/speed reduction due to metering

AT&T added services that will include the following:

- Twenty-four hours a day, seven days a week customer support
- Access to affordable offerings for low-income qualified households
- Digital literacy education for residents

AT&T submits this RFP response subject to the specific exceptions and additional information provided in the response. Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with Shelby County to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's response to it, and to expedite purchases made pursuant to offer.

In developing our proposal, AT&T has incorporated the funding eligibility requirements set forth in the American Rescue Plan Act of 2021 (ARPA). Among other things, AT&T will deliver broadband service that reliably meets and exceeds symmetrical upload and download speeds of 100 Mbps. Our solution will use fiber optic infrastructure and includes a holistic approach to deploying our network.

We have enjoyed a strong relationship with Shelby County, and it is our sincere hope and desire this proposal demonstrates commitment to meeting your needs well into the future.

Sincerely,

Justin Johnson, AT&T Vice President
Broadband Strategic Initiatives
AT&T Services, Inc.

Bill Soards, President-AT&T Indiana
Indiana Bell Telephone Company, LLC.
d/b/a AT&T Indiana

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- A. Respondent and Sub-Contractor Information
- Organization name, address, phone, email, and website.
 - Contact person name, title, address, phone, and email (if different from the above).
 - MBE/WBE/VBE/DOBE Certifications
 - Overview of Respondent’s broadband/connectivity services and statement of core business competencies, particularly any such services currently available in the County and/ or surrounding counties.
 - Brief explanation as to why the Respondent is interested in this RFP and expanding its broadband service offerings into or within the County, and how such network expansion fits within Respondent’s broadband footprint.
 - Partners or outside vendors that will be utilized to complete any portion of the Project. If a subcontractor or partner will be responsible for any portion of the services, Respondent should identify its plan for replacing the subcontractor or partner if: (1) the subcontractor or partner’s services are unsatisfactory to the County, and/ or (2) they no longer are the subcontractor or partner. Be advised that the Commissioners must be notified of any replacement subcontractor or partner in advance of such subcontract or partner commencing any work related to the Project.

Respondent and Sub-Contractor Information	
Organization Name	Indiana Bell Telephone Company, LLC d/b/a AT&T Indiana
Address	240 N. Meridian Street, Suite 195, Indianapolis IN 46204
Website	www.att.com

AT&T’s Overview

AT&T Corp. (AT&T) is pleased to submit our response to the Request for Proposal to expand broadband connectivity to Shelby County in the State of Indiana. We have been investing in Indiana for more than 145 years. We work here and we live here, and no one has invested more to connect Indiana residents and businesses than AT&T. Our long-standing commitment to delivering connectivity to our neighbors in communities across Indiana is unparalleled.

We are proud of our long history of building and maintaining the modern, high-speed networks that are vital in today’s marketplace. We have unmatched experience and expertise in building robust fiber-optic networks and are uniquely positioned to deliver the high-speed broadband

connections consumers and businesses need. We understand the engineering challenges, the legal requirements, and the long-term maintenance and operations costs.

We also understand the local needs of communities because we live and work in these communities. We employ Indiana citizens and maintain a local retail presence serving our customers in Shelby County. While we are proud of the work that our employees do each and every day, we also recognize that work remains. The pandemic highlighted new needs in the marketplace as consumer demand for in-home, fixed connectivity has increased dramatically, and our teams are responding.

Our investments are also enhancing mobile connectivity in the County, as we work to upgrade the wireless network to 5G. From 2019-2023, AT&T invested more than \$7.7 million in its wireless and wireline networks in Indiana to expand coverage and improve connectivity in more communities.

AT&T continues to expand our fiber footprint and in the State of Indiana we currently have more than 1.8 million fiber optic strand-miles. We have a proven track-record of success in public-private affiliations, where we have consistently met program benchmarks on time and on budget. In addition, AT&T is an active supporter of Indiana nonprofits and other charitable events and organizations, donating nearly \$1.4 million to their efforts in 2021-2023. Our Indiana employees also annually volunteer their time, with nearly 6,000 hours dedicated to their communities in 2023 alone. AT&T is invested in Shelby County and is committed to addressing the digital divide. For example, AT&T awarded Shelby County with an AT&T Foundation Grant in 2021 supporting Boys and Girls Club and in 2022 supporting Shelby County Workforce Coalition. We also recently announced a \$25,000 contribution to Shelby Senior Services to help bridge the digital divide. Please see Appendix A for additional information on our investment in Indiana.

These kinds of continued investments not only result in more consumers with access to critical services, but, according to a recent study by BroadbandNow, they are also helping to drive down costs for consumers. In fact, the study goes on to highlight the pricing advantages of fiber: “Fiber tends to be cheaper than cable for most high-speed plans, even as fiber is generally considered to be the most robust and highest quality type of wired internet connection.”

As we continue to see increased demand for in-home connectivity, we have announced our Hyper-Gig speed offerings. AT&T Fiber now delivers speeds of up to 5-Gig symmetrical and is truly internet that upgrades everything. At the same time as we are expanding the reach of our modern infrastructure and expanding access to high-speed services, we are also working to remove other barriers to service adoption.

We offer free internet to low-income customers. Eligible households that take advantage of the \$30 Access from AT&T plan which offers customers speeds of up to 100 Mbps symmetrical and no data caps.

We appreciate and share Shelby County’s commitment to bringing high-speed, modern connectivity to residents and businesses. As such, AT&T has tailored a solution that will build a network platform to support:

- Building a 10 Gbps symmetric XGS-PON fiber network that will offer up to 5 Gbps symmetrical service to the State of Indiana’s consumers and businesses.
- Using AT&T’s existing fiber lines in the State of Indiana, AT&T will provide reliable, high-speed broadband services for premises in the State in a relatively short timeframe, while allowing for expansion of services as the State grows.
- Constructing a high-performance, highly secure IP network that provides superior reliability, optimal performance, and scalability from AT&T’s fiber networks to deliver 99.9% system uptime, while ensuring no monthly data caps/speed reduction due to metering.
- The high-speed broadband services shall specifically provide a service designed to reliably meet and exceed symmetrical speeds of 100 Mbps download and 100 Mbps upload.

Additionally, post-implementation, AT&T will provide value added services that will include:

- Twenty-four hours a day, seven days a week (24/7) customer support
- Access to affordable offerings for low-income qualified households
- Digital literacy education for residents

B. Respondent Experience and Partnerships (20 points)

B. Respondent Experience and Partnerships

- Overview prior experience designing, planning, constructing, financing, operating, and/or maintaining infrastructure and projects like the Project for the County. Respondents are further required to provide a narrative, including references and any measurable benefits, for any similar projects to that which the Respondent is proposing for the County.
- Overview and resumes for Respondent’s executive team and any individuals who will be directly involved in the proposed Project in the County.

Today, AT&T is a global communications leader. Operating globally under the AT&T brand, AT&T is recognized as a leading provider of IP-based communications services to residents, businesses, and governments, and is a leading U.S. provider of wireless, high speed internet access, local and long-distance voice services, and pay TV. We enable calls from more than 225 countries and wireless roaming in over 200 countries. We have the resources, focus, expertise, and people to be America’s best broadband provider. We create connection – with each other, with what people need to thrive in their everyday lives and with the stories and experiences that matter.

As much as we depend on broadband connectivity today, at AT&T we believe this is only the beginning. We are strengthening our network to enable everything from smarter homes and cities to high-quality remote healthcare, augmented and virtual reality, and sophisticated new collaboration tools. By 2025, we estimate that users will consume at least 5 times more data than they did in 2021.

AT&T has established itself as a leader in the telecommunications industry with a strong legacy of innovation and expertise. Throughout our extensive history, we have consistently adapted to new technologies, showcasing our commitment to delivering cutting-edge services and maintaining our position at the forefront of the telecommunications industry.

AT&T plans to significantly expand its fiber footprint in the coming years and we are building more fiber than anyone else. As the fastest-growing fiber network, we are marching toward our fiber expansion goal of doubling our footprint and covering 30 million-plus customer locations by year-end 2025.

In addition, AT&T’s fiber network is future-proofed and designed to evolve, helping advance the future technological needs of the communities we serve in telehealth, education, gaming, entertainment, and the internet of things. As an example, we are working on next-generation PON technologies and are heavily engaged on defining those technologies in the Standards bodies including 25G, 50G, 100G and 400G. We have a goal to provide 1 million people in need with digital resources through AT&T Connected Learning by 2025. For more details on our products and services, as well as our strengths and abilities, visit www.att.com.

Knowledge Technical Competence

AT&T has extensive experience working alongside local communities to bring symmetrical fiber broadband to their residents and working together to close the digital divide. Some notable

examples of our efforts are included in our references which are: Vanderburgh County, Boonville, and Warrick County, Indiana.

Our network currently provides broadband internet services to residential and business customers. Services currently offered in those areas include high speed internet, pay TV, home phone, and more. For a full portfolio of AT&T's products and services please visit: [Discover the Latest Phones, Devices, Unlimited Data Plans, Internet & TV at AT&T \(att.com\)](#)

AT&T has a wealth of experience in executing fiber network projects across the United States. AT&T's extensive involvement in these initiatives highlights our expertise and commitment to enhancing connectivity for the County's residents and businesses. AT&T's nationwide presence and successful track record in deploying fiber-optic infrastructure showcase our capacity to handle complex projects and contribute to the growth and development of communities throughout the country.

As we move forward, AT&T continues to strive for excellence, committed to connecting people with their world, everywhere they live and work, and doing it better than anyone else.

C Respondent Proposed Build-Out and Network Operations (25 points)

- C. Respondent Proposed Build-Out and Network Operations
- Proposed wireless and fiber network architecture, including, if applicable: the incorporation of existing vertical assets through mutually agreeable lease arrangements with the County and the construction of new vertical assets, as needed.
 - If the Respondent is proposing a fiber solution, please further detail: (1) whether the network will be Gigabit Passive Optical Network (“GPON”) or Ethernet Passive Optical Network (“EPON”), or otherwise; (2) whether the fiber infrastructure will be provided to the home (“Fiber-to-the-Home” or “FTTH”)/ to the premise (“Fiber-to-the-Premise” or “FTTP”), to the node (“Fiber-to-the-Node” or “FTTN”), or other; (3) the total number of strands proposed in the network; and (4) how many of said strands will be allocated to the County for its use.
 - Proposed phases, cost, and estimated timeline for each phase, if applicable; and estimated cost and timeline for full Project completion.
 - Respondent should fully detail the information and/ or support that would be required from the Commissioners in order to meet the proposed timelines, including, but not limited to financial contribution, permits, consents, approvals, authorizations; access to available assets including fiber, conduits, real estate, and/ or vertical assets; public outreach and education campaigns; and network testing.
 - If Respondent is seeking financial contribution from the County, it must detail what percentage this constitutes of the overall project cost.
 - If Respondent is seeking access to the County-owned assets, it must provide a list of the asset(s) and cost or improvements that it is willing to contribute in order to be granted access to such asset(s).
 - Any supply chain and/or labor needs or issues upon which the timeline is contingent. The Respondent shall further provide its plan for training and staffing of the Project to overcome any labor shortages.
 - Scalability of the proposed Broadband Infrastructure as residential, commercial, and institutional bandwidth demands in the County continue to increase.
 - Whether the Respondent currently owns and/ or operates broadband infrastructure within the County and how would such infrastructure be contributed to the Project.
 - How the Respondent will ensure open access of the Broadband Infrastructure and what carriers, ISPs, data centers, etc. are currently utilizing the Respondent’s network(s) within the County or otherwise.
 - How does the Respondent ensure user protections and the security of its network?
 - Any Respondent awarded under this RFP shall deliver initial service of at least 100 Mbps download/20 Mbps upload and scalable to 100 Mbps download and 100 Mbps upload (“symmetrical”) service to end-users in the County. It is the County’s expectation that any selected Respondent be able to offer 100 Mbps download and 20 Mbps upload within two (2) calendar years following start of construction. Please detail how the Respondent ensure that the requisite broadband speeds are delivered to end users and provide information of such speeds to the County and/or such users.
 - What percent of the County residents will be served with 100 Mbps download/ 20 Mbps upload, or greater, broadband service upon completion of the proposed project? What percentage of the County residents will be served with 100 Mbps download/ 100 Mbps upload symmetrical, or greater, broadband service upon completion of the proposed project?
 - Respondent shall explain network monitoring and customer support/ customer service protocols, including network redundancy, short- and long-term maintenance and upgrades to the proposed network.

AT&T’s solution is to design, construct, and deploy a symmetric XGS-PON fiber network capable of delivering multi-gigabit per second service speeds within the geographic boundaries of the County Fiber facilities have the capacity needed to satisfy growing bandwidth consumption habits and the upload and download speeds people need. With a network powered by AT&T

Fiber, our customers can enhance their online experience with ultra-fast speeds, a reliable connection, and enough bandwidth to support all compatible devices.

AT&T's goal of investing in the future helps ensure that the County's needs will not only be addressed today but will also be adaptable for the growth and technology of the future. To serve the proposed area, AT&T will work jointly with the County to construct a 10 Gbps XGS-PON FTTP network that brings high-speed internet to the neighborhoods' residents and offers low-income programs to eligible locations.

To demonstrate our understanding of the County's requirements for this project, highlights of AT&T's proposal exceed the County's requirements and include:

- Building a 10 Gbps symmetric XGS-PON end-to-end fiber network that will offer up to 5 Gbps symmetrical service to the project areas' consumers and businesses.
- AT&T proposes constructing a combination of both an aerial and buried fiber network in the Shelby County that will provide reliable, high-speed broadband services for customer locations within the project area while allowing for expansion of services as the area grows.
- Constructing a high-performance, highly secure IP network that provides superior reliability, optimal performance, and scalability from AT&T's fiber networks to deliver 99.9% system uptime, while ensuring no monthly data caps/speed reduction due to metering.
- The high-speed broadband services shall specifically provide a service designed to reliably meet and exceed symmetrical speeds of 100 Mbps download and 100 Mbps upload.

Additionally, post-implementation, AT&T will provide value added services that will include:

- Twenty-four hours a day, seven days a week (24/7) customer support
- Access to affordable offerings for low-income qualified households
- Multi-gigabit per second service speeds

Uptime. Our solution delivers a system uptime of 99.9%.

Network Backhaul Capacity. The advantage of AT&T's all-fiber network as compared to cable operators' hybrid-fiber coax network is our fiber network's immediate, symmetrical speed advantage; its ability to expand rapidly to meet the service needs and speeds of our customers; and its greater resiliency.

The end-to-end fiber that AT&T deploys utilizes a 10 Gbps symmetrical backhaul which allows us to offer customers speeds of up to 5 Gbps symmetrical immediately upon completion of deployment.

Moreover, AT&T's proposed all-fiber network will be capable of delivering multi-gig symmetrical services (same speeds upload and download) of up to 5 Gbps initially, scalable to 10 Gbps.

Finally, fiber is more reliable than metallic cables, which are susceptible to electrical interference and damage from atmospheric conditions. Additionally, Passive Optical Networks have even higher reliability because, electronics (which require electrical power) are not used in the distribution network (from the Central Office to the customer premise) where they are susceptible to power interruptions.

The proposed network for the County will have that capability, capacity, and reliability, all on Day One, once constructed.

Scalability and “Future-Proofing.”

AT&T has a network designed to promote expansion. Our approach is to engineer and operate one large fiber network serving all customer segments and use cases, which includes new home construction and small to medium-sized businesses. This demonstrates our integrated fiber planning model in action, ensuring that we scale our fiber deployment for as many potential endpoint demands as possible.

With the introduction of our hyper-gig speeds, we are able to future-proof our network for residents’ growing data demands including residential download speeds of up to 5 Gbps. We are currently developing next-gen PON technologies and actively participating in Standards bodies to define specifications for 25G, 50G, 100G, and 400G speed technologies.

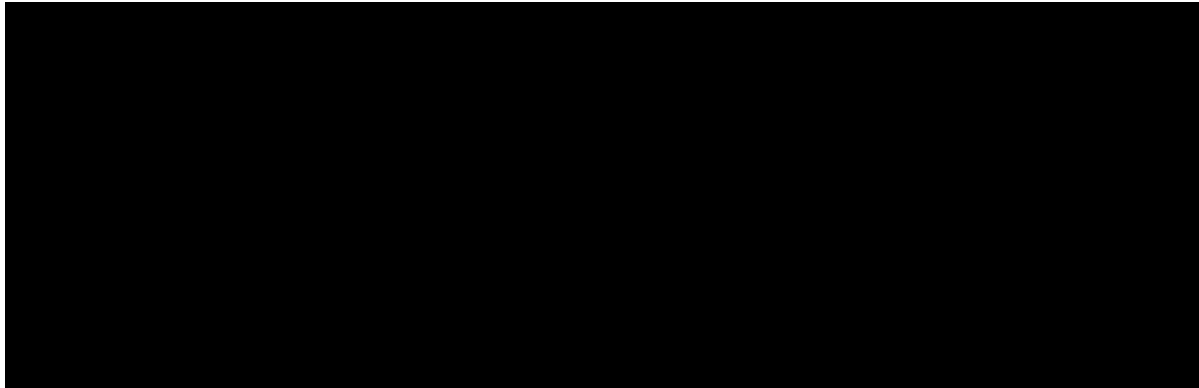
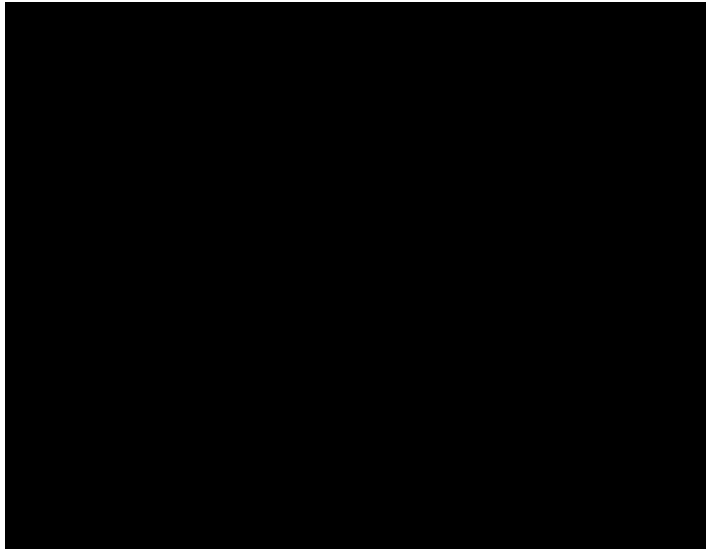
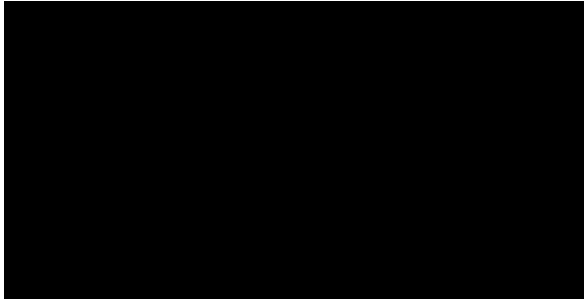
No Monthly Data Caps. All AT&T Fiber offerings have no monthly data caps.

The infographic is divided into two main sections: 'CURRENT AT&T FIBER HYPER-GIG SPEED OFFERINGS*' and 'WHAT'S NEXT'.
Current Offerings:
 - **1 GIG:** Using Gigabit Passive Optical Networking (GPON). Up to 1 GIG Symmetric download and upload speeds. 25X faster upload speeds than cable. Near seamless connectivity with others.
 - **2 GIG:** Using new XGS-PON technology. Symmetric download and upload speeds. For the powerfully interconnected home.
 - **5 GIG:** Using new XGS-PON technology. Symmetric download and upload speeds. Engage, stream, and connect at unsurpassed speeds.
What's Next:
 - **10 GIG:** Using new 25GS-PON technology. Symmetric download and upload speeds. Achieved in the lab in January 2022.
 - **20 GIG:** Using new 25GS-PON technology. First operator in the world to achieve 20Gbps symmetric speed in our production network. June 2022.

D. Public Investment

- D. Public Investment
- Respondent shall include the public investment amount requested of the County.
 - Revenue-share opportunities for the County from the Project are considered secondary to the County's priorities. However, Respondents should include any proposed revenue-share opportunities in sufficient detail for the Commissioners to analyze the potential benefit prior to issuing award under the RFP.
 - If applicable, Respondent should describe additional funding opportunities that could support its efforts with the County (for this project or others in the future).

Public Investment Amount Requested of the County



AT&T considers this information proprietary.

E. Respondent Existing and Future Operations within the County

- E. Respondent Existing and Future Operations within the County
- Please provide the currently underserved, unserved, and unfunded locations to be cited, and separately include any currently served/funded locations to be covered.
 - If existing operations, Respondent shall identify and describe current Respondent office(s) and/ or staff within the County. If so, please provide the address of the office and/ or number of staff in the County. If not, please provide the address of your closest office location to the County.
 - If existing operations, Respondent shall identify and describe middle mile infrastructure currently owned, leased, or otherwise used by the Respondent in the County. If additional middle mile construction will be needed in order to provide the project contemplated herein, Respondent should detail such construction, including projected cost and timeline by phase, if applicable. Respondents shall further detail what proportion of such cost they would seek from the County Commissioners as a contribution to the total project deployment.
 - If existing operations, Respondent shall identify and describe last-mile broadband service that the Respondent currently offers in the County, as well as what entities use and are permitted to use such service the County (e.g., residents, businesses, government, etc.) and the length of time that such service has been available within the County.
 - Please provide speed to deployment in the County, and if existing infrastructure, please provide deployment speed history.
 - The County’s preference is to work in collaboration with the Awardee. Collaboration can take many forms. Please detail how the Respondent proposes to work with the County and the purported benefits of such arrangement for each party.
 - Respondent shall describe how the Respondent will market the Broadband Infrastructure to users in the County, once available and what assistance is expected from the Commissioners for such outreach. The Awardee shall provide clear information to end-users regarding monthly service rates and speeds supplied over the network.
 - Respondent shall describe any additional digital inclusion efforts included in the Respondent’s Project.
 - Respondent shall describe how many additional households, businesses, and institutions in the County will have access to broadband service as a result of this project, and at what speed tiers and pricing level. Among the businesses and institutions, please include any small business, elementary school, higher education institution, library, healthcare facility and public safety organization that will have increased access to broadband service.
 - Respondent shall describe any additional services that will be made available in the County through the Respondent’s proposed project. This includes, but is not limited to, Internet of Things (“IoT”) use cases such as precision agriculture, smart utility monitoring, and others.

The COVID-19 pandemic exposed the lack of scalable future-proof broadband service in underserved and unserved areas across the U.S., including the State of Indiana. It became evident that high-speed internet is no longer a luxury but rather a necessity. As a result of the change in demands that arose from the pandemic, government IT executives across the country have been proactive, thoughtful, and focused on devising and implementing temporary solutions that bridge broadband access gaps for K-12 students, higher education students, the elderly, and persons with chronic medical conditions whose online needs changed overnight.

To close this gap, many local governments used existing broadband assets and engaged the help of partners to deploy and operate temporary broadband access services to a portion of the impacted population. While these solutions served as stop-gap measures, AT&T’s proposed solution will provide the State of Indiana more desirable, long-term solution that includes

employing a portion of the American Rescue Plan Act (ARPA) funds to drive permanent broadband solutions.

AT&T’s solution is to design, construct, and deploy a symmetric XGS-PON fiber network capable of delivering multi-gigabit per second service speeds within the geographic boundaries of the State of Indiana. Fiber facilities have the capacity needed to satisfy growing bandwidth consumption habits and the upload and download speeds people need. With a network powered by AT&T Fiber, our customers can enhance their online experience with ultra-fast speeds, a reliable connection, and enough bandwidth to support all compatible devices.

In addition to investing and growing our fiber network, AT&T continues to improve its wireless network to bring more coverage, boost capacity, and drive new capabilities for the residents, businesses, and first responders in the communities we serve. In the State of Indiana, AT&T continues to enhance our wireless network and its capabilities by investing in cell site tower upgrades. Our corporate goal of investing in the future helps ensure that the State’s needs will not only be addressed today but will also be adaptable for the growth and technology of the future. To serve the proposed area, AT&T will work jointly with the State to construct a 10 Gbps XGS-PON FTTP network that brings high-speed internet to the neighborhoods’ residents and offers low-income programs to eligible locations.

The State has specifically noted in their program requirements the desire for their internet service provider to provide a high speed broadband service designed to reliably meet or exceed a symmetrical 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.

To demonstrate our understanding of the State’s requirements for this project, in accordance with the American Rescue Plan Act of 2021 (ARPA), highlights of AT&T’s proposal include:

- Building a 10 Gbps symmetric XGS-PON fiber network that will offer up to 5 Gbps symmetrical service to the State of Indiana’s consumers and businesses.
- Using AT&T’s existing fiber lines in the State of Indiana, AT&T will provide reliable, high-speed broadband services for premises in the State in a relatively short timeframe, while allowing for expansion of services as the State grows.
- Constructing a high-performance, highly secure IP network that provides superior reliability, optimal performance, and scalability from AT&T’s fiber networks to deliver 99.9% system uptime, while ensuring no monthly data caps/speed reduction due to metering.
- The high-speed broadband services shall specifically provide a service designed to reliably meet and exceed symmetrical speeds of 100 Mbps download and 100 Mbps upload.

Additionally, post-implementation, AT&T will provide value added services that will include:

- Twenty-four hours a day, seven days a week (24/7) customer support

- Access to affordable offerings for low-income qualified households
- Digital literacy education for residents

Middle Mile

AT&T classifies middle mile as the connection between last-mile networks and the point at which internet backbone services are available. Middle mile connections enable last-mile providers to provide internet service to their end users. Most of our middle mile network serves our customers in franchise with connectivity to points of presence to interconnect with the internet backbone and other global providers. We have also participated in joint trenching and joint pole placement for middle mile transport.

Specific details about our middle mile architecture have yet to be defined. Likewise, detailed illustrations of the proposed new build and any existing fiber paths are unavailable currently.

However, upon acceptance/granted award:

- Our planners will validate fiber availability on the existing network, and assign designated fibers for the project
- Our design team/engineers will perform field visits and provide accurate field data for the build path to serve customer locations.

F. Affordability (5 Points)

- Respondent shall provide its proposed rate structure for the various end users to which service will be available through the proposed build-out. Respondents must provide one-time costs, such as Customer Premise Equipment (“CPE”) installation, and recurring costs, such as monthly service costs, for residential customers, commercial customers, and institutional/ governmental customers.
- Respondent shall detail how it will provide its pricing structure(s) to end users and how users are notified of any changes to such pricing structures.
- Respondent shall describe any low-cost offers that would be made available with Respondent’s service, such as the Affordable Connectivity Program (“ACP”). NOTE: Should the Commissioners contribute a portion of the County’s ARPA funds to the Project, the Awardee will be required to participate in the ACP program, per the Federal Rules.¹
- Please detail affordability program enrollment; specifically, what is the criterion to enroll in Respondent’s affordability program, if applicable, and what are the enrollment numbers at the time of the response submittal?

AT&T Fiber is an ultra-fast broadband technology delivered over a fiber optic connection to the customer premises. All speed tiers are symmetric, that is, the download/upload speeds are similar. Per our standard practice, AT&T will provide the price points and plans in the proposed project area.

Downstream Speed, Upstream Speed and Monthly Recurring Cost (MRC)

As required by the RFP, AT&T will provide high-speed broadband services designed to reliably meet or exceed a symmetrical speed of 100 Mbps download and 100 Mbps upload; or in cases where the symmetrical 100/100 Mbps service is not practicable, we will provide a service designed to reliably meet or exceed 100 Mbps download and at least 20 Mbps upload speeds.

AT&T Fiber is an ultra-fast broadband technology delivered over a fiber optic connection to the customer premises. All speed tiers are symmetric, that is, the download/upload speeds are

similar. Per our standard practice, AT&T will provide the price points/plans in the project areas noted above.

Latency -AT&T delivers 99% network reliability; a latency commitment of 7ms to 20ms on the transport portion of the network to the ISP Access Point; commitment to no throttling. Includes no monthly data caps/speed reduction due to metering. Network latency ranges from 7ms to 20ms, which is fully capable of supporting streaming video, gaming, and healthcare applications.

Access from AT&T provides low-cost internet service for eligible households to meet their needs for robust, always-on high-speed connectivity at affordable rates. AT&T will continue to ensure that eligible households who have limited financial means are aware of available offers to enable them to apply if they choose to do so. For a maximum of \$30/month, Access from AT&T offers eligible customers speeds of up to 100 Mbps symmetrical, where available, with no data caps, free installation, and a Wi-Fi gateway/router at no additional charge, all with no contract term commitment and no deposit. Because AT&T has long recognized that affordability can be a barrier to connectivity for consumers who have limited incomes, AT&T has offered Access from AT&T since 2016. Our commitment to offer Access from AT&T to eligible consumers is not dependent upon the existence of the federal Affordable Connectivity Program (ACP). We offered Access from AT&T long before the ACP and will continue to offer the plan notwithstanding the ACP's end. More information about Access from AT&T, including eligibility requirements and how customers can qualify, is available at [Access from AT&T - Low-Cost Internet Service | AT&T Internet \(att.com\)](#)

One-Time Non-Recurring Installation Costs (NRC)

AT&T provides a Wi-Fi gateway/modem and installation at no charge.

Service Outages

AT&T is committed to delivering excellent service and strives to minimize disruptions. However, as with any telecommunications provider, the company cannot guarantee uninterrupted service at all times. Unforeseen circumstances, such as severe weather, technical issues, or maintenance, can occasionally cause temporary outages. AT&T works diligently to address these issues promptly and restore services as quickly as possible to ensure the best possible experience for their customers.

AT&T takes a thoughtful and individualized approach to the issuance of service credits, particularly in instances where service level agreement thresholds may not be met. We recognize that each situation is unique and requires careful consideration. It is important to note that while we strive to provide exceptional service, the responsibility for internal wiring and customer-owned devices falls outside our scope of support. We are committed to working closely with our customers to address and resolve service concerns, ensuring a transparent and fair process. Our customers' satisfaction and trust in our services remain our top priorities.

Responsiveness

AT&T understands the importance of timely installations for new services in homes and businesses. Our teams are dedicated to ensuring a smooth and efficient set-up process from start to finish. We acknowledge the significance of our customers' time and the trust they place in us to meet their needs promptly.

To facilitate this, we have streamlined our installation procedures and optimized our scheduling system to minimize wait times and enhance our responsiveness. Our professional technicians are committed to providing you with the highest level of service, ensuring that your new service is up and running as swiftly as possible, without compromising on quality or attention to detail.

AT&T is committed to making every experience as positive and satisfactory as possible

Small Business Services

For more information, please visit [AT&T Business Fiber®: High Speed Business Fiber Internet Service \(att.com\)](https://att.com).

G. Innovation (10 points)

G. Innovation.

- Novel Technology Implementation – creative use of cutting-edge or hybrid technologies to improve speed, reliability, or security.
- Scalability & Future-Proofing – solutions designed for future growth and adaptability to new demands and technologies.
- Improved Access to Underserved Areas – innovative approaches to provide coverage in rural or underserved regions.
- Enhanced Customer Experience – innovations focused on improving user experience, customer service, and troubleshooting.
- Partnerships & Collaboration – leveraging partnerships with local entities to enhance coverage or reduce costs.
- Cost-Effectiveness – creative pricing models or cost-saving measures that maintain high service quality.

Innovation. AT&T is a company of innovators, intersecting science and inspiration to change the world. Throughout our extensive history, we have consistently adapted to innovative technologies, showcasing our commitment to delivering cutting-edge services and maintaining our position at the forefront of the telecommunications industry leading in speed, reliability, and security.

Scalability & Future-Proof. AT&T’s fiber network is future-proofed and designed to evolve, helping advance the future technological needs of the communities we serve in telehealth, education, gaming, entertainment, and the internet of things. AT&T has a network designed to promote expansion. Our approach is to engineer and operate one large fiber network serving all customer segments and use cases, which includes new home construction and small to medium sized businesses. This demonstrates our integrated fiber planning model in action, enabling us to scale our fiber deployment for as many potential endpoints demands as possible.

With the introduction of our hyper-gig speeds, we are able to future-proof our network for residents’ growing data demands including residential download speeds of up to 5Gbps. We offer the most advanced technology and solution with our fiber to the premises network capable of symmetrical speeds vs. hybrid coax/fiber. We are leading the industry in technology and innovation.

AT&T has already been testing 25 GPON (25 Gbps network speed) in our labs for several years in anticipation of future customer demand. Our fiber is hyper-gig capable, handling the demands of today and the future.

Improved Access to Underserved Areas. Every inch of fiber AT&T deploys has the potential to be lifechanging. That is why we are working quickly and diligently to expand fiber to more communities and connect them to greater possibilities. We have a goal to provide 1 million people in need with digital resources through AT&T Connected Learning by 2025. For more details on our products and services, as well as our strengths and abilities, visit [AT&T Official Site | Our Best Wireless & Internet Service \(att.com\)](#).

Enhanced Customer Experience. AT&T provides comprehensive customer support to address any issues or concerns that customers may have. This includes a customer service hotline, online

chat support, email support, and social media channels. AT&T's customer support teams are trained to assist with a wide range of issues, from technical troubleshooting to billing inquiries.

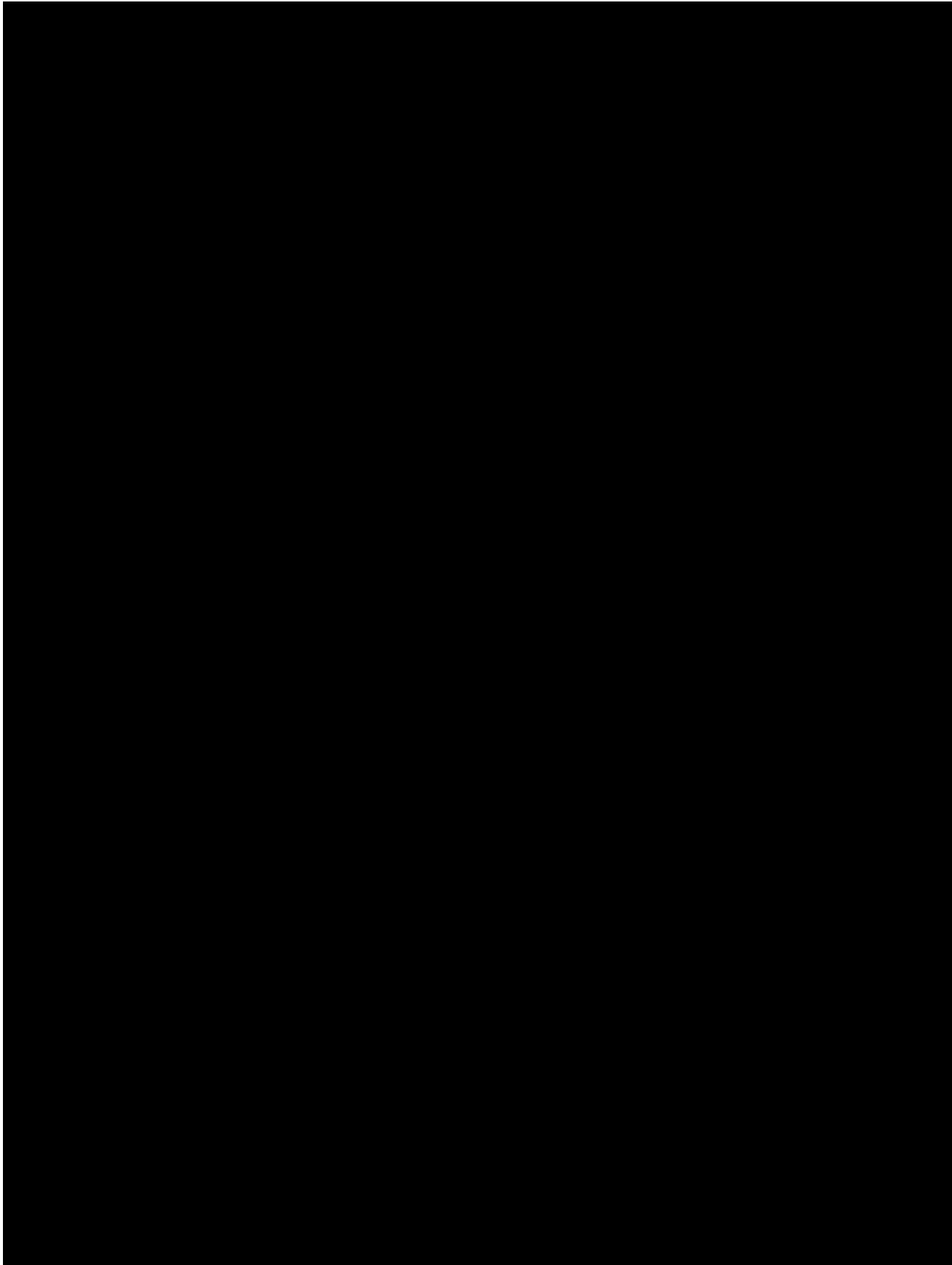
AT&T connectivity defines us as a company and customer service is a top priority. We prioritize making customers happy by providing them with superior products and services while also being available for them when our assistance is needed.

World Class Customer Service: AT&T provides 24/7 customer service, including local technician field support and local offices for information and training. Our local field technicians are fiber specialists and help serve our customers in the communities and regions where we do business.

We offer our customers various channels for doing business with us to help best serve their individual needs including:

1. **Local stores:** As of January 2024, AT&T has 3 retail locations/company-owned retail stores, authorized dealerships, and national retail stores (Mayfield Heights, Woodmere, South Euclid). AT&T also has 2 retail locations in neighboring West Monroe. Visiting an AT&T store can provide in-person support from knowledgeable staff.
2. **Phone support:** Customers can call AT&T's customer service hotline for assistance with a range of issues, including technical support, billing inquiries, and account management. AT&T's Toll-free Number Customer Service Phone Support:
 - **Wireless support:** 800.331.0500 or 611 from a mobile device
 - **Internet or home phone support:** 800.288.2020
 - **Reference:** [AT&T Customer Support \(att.com\)](https://att.com)
3. **Online chat:** AT&T's website provides a live chat feature where customers can engage with support agents in real-time.
4. **Mobile App:** AT&T's mobile app offers convenient access to services, account management, and customer support on the go.
5. **Social media:** AT&T has a presence on various social media platforms (i.e., Twitter and Facebook) where they share updates, answer customer queries, and provide support.
6. **Support forums:** AT&T Community Forums allow customers to ask questions, share information, and find solutions from other users and AT&T experts.
7. **Self-Service Kiosks:** In some locations, AT&T offers self-service kiosks where customers can perform simple transactions like paying bills or buying accessories.

In **Table 2**, we have highlighted some of the examples of AT&T's unmatched level of service and specialized care based on unique customer needs:



Commitment to Excellence

AT&T Ranked #1 in Customer Satisfaction for Residential Internet Service in 2021 according to J.D. Power: [The Results Are In: AT&T is Ranked #1 in Customer Satisfaction \(att.com\)](#)

We also provide customized support services based on customer needs:

- Online Troubleshooting and Repair: Provides step-by-step instructions for identifying and resolving technical issues at no additional cost to the customer.
- AT&T Smart Home Manager: A convenient, free, interactive smart device application (typically used via an app on the customer's smartphone) that provides the customer a graphical view of their home network and includes step-by-step instructions to help troubleshoot and resolve issues. It also provides the ability to contact AT&T customer support should the issue not be resolved. Some of Smart Home Manager capabilities include:
 - Track arrival/delivery of Installation Technician/Customer Self Install kit
 - Built-in troubleshooting assistant
 - Determine which devices are or are no longer connected to the home network
 - Assign customer devices to the Wi-Fi channel with the best signal for the device's intended use
 - Run broadband speed tests
 - Identification of areas of weak Wi-Fi signal in the home, including which devices have strong or weak signals,
 - Restart the Wi-Fi gateway with a tap
 - Reset/change passwords
 - Identify security vulnerabilities and recommendations
 - Wi-Fi customization
 - Label/name and secure the network
 - Reset Wi-Fi network passwords
 - Identify who connected to the network and bandwidth used
 - Track data, pause or prioritize usage by device
 - Proactive customer outage notifications automatically provide the customer estimated restoral times (Smart Home Manager notification, in the Interactive Voice Response system for customers who call in, or via text, att.com/myAT&T or email).

Resolution times for break-fix issues and installations can vary based on several factors, including the complexity of the issue or installation, availability of parts or equipment, and the service provider's capacity. However, a structured approach to managing these tasks can help in providing efficient and satisfactory service. Here is a general overview:

Partnerships & Collaboration. AT&T has extensive experience working alongside local communities to bring symmetrical fiber broadband to their residents and working together to close the digital divide. Notable examples of our efforts in managing and building broadband service networks include Vanderburgh County, Indiana; Amarillo, Texas; San Antonio, Texas; Oldham County, Kentucky; and West Baton Rouge, Louisiana.

Cost Effectiveness. AT&T maintains critical relationships with key suppliers which allows for additional savings to be passed to our customers in our projects.

Further, as mentioned above Access from AT&T provides low-cost internet service for eligible households to meet their needs for robust, always-on high-speed connectivity at affordable rates. AT&T will continue to ensure that eligible households who have limited financial means are aware of available offers to enable them to apply if they choose to do so. For a maximum of \$30/month, Access from AT&T offers eligible customers speeds of up to 100 Mbps symmetrical, where available, with no data caps, free installation, and a Wi-Fi gateway/router at no additional charge, all with no contract term commitment and no deposit. Because AT&T has long recognized that affordability can be a barrier to connectivity for consumers who have limited incomes, AT&T has offered Access from AT&T since 2016. Our commitment to offer Access from AT&T to eligible consumers is not dependent upon the existence of the federal Affordable Connectivity Program (ACP). We offered Access from AT&T long before the ACP and will continue to offer the plan notwithstanding the ACP's end. More information about Access from AT&T, including eligibility requirements and how customers can qualify, is available at [Access from AT&T - Low-Cost Internet Service | AT&T Internet \(att.com\)](#)

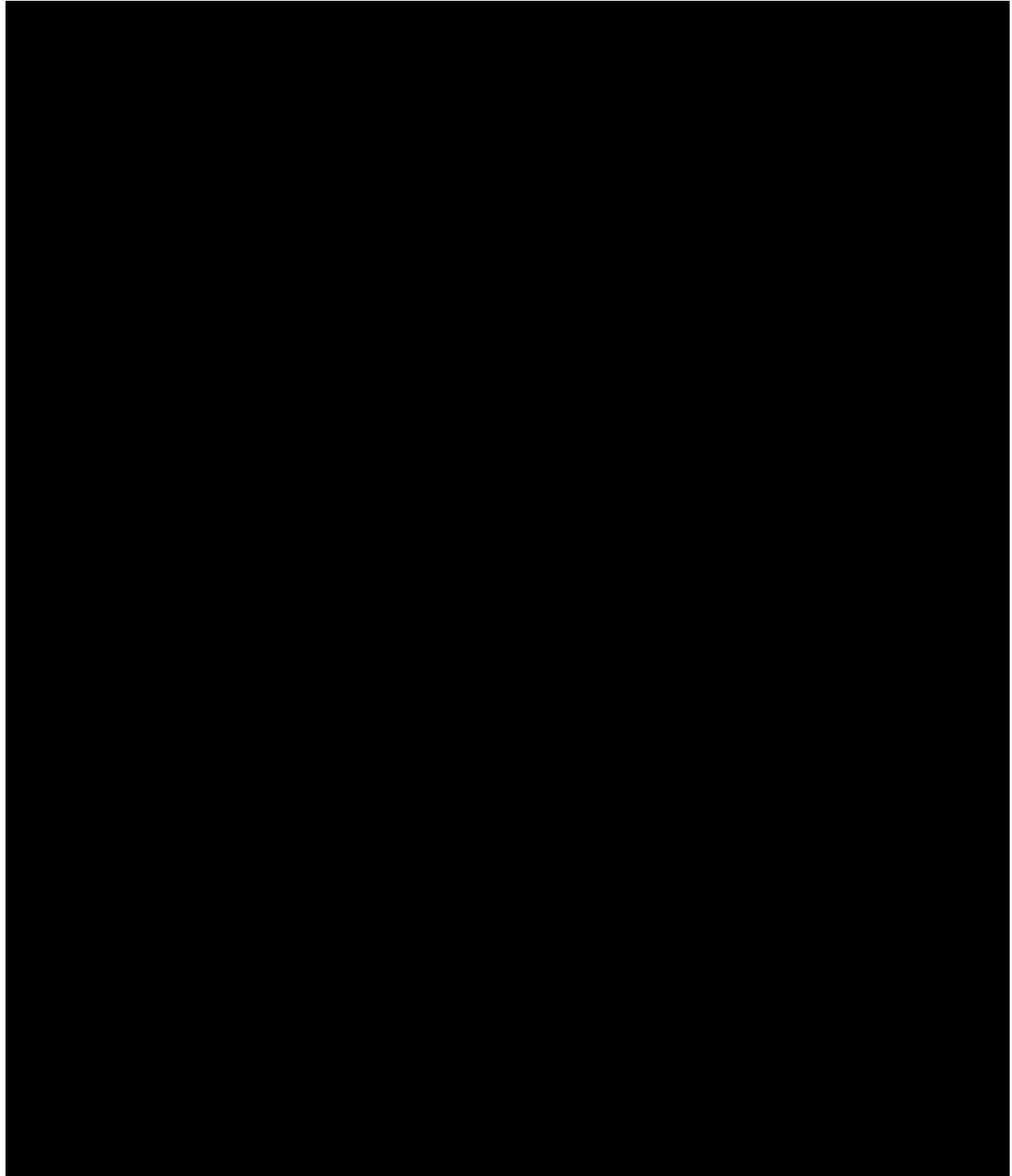


EXHIBIT D

A network diagram background with glowing nodes and connecting lines, set against a blue gradient. The nodes are represented by small white circles, some of which are larger and more prominent, connected by thin white lines. The overall effect is a sense of connectivity and data flow.

Shelby County, Indiana

Request For Proposal

**Response of Comcast Cable Communications
Management, LLC**

October 1st, 2024

COMCAST
BUSINESS

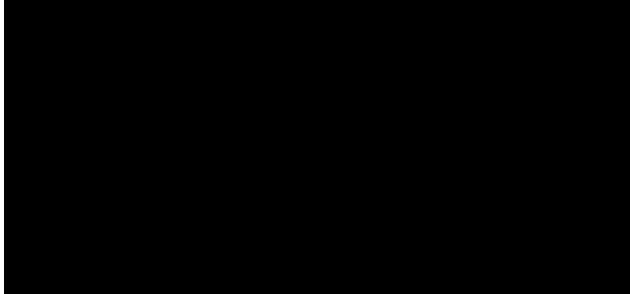
xfinity

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SECTION A: Respondent and Sub-Contractor Information

A1. Contact:



A2. MBE/WBE/VBE/DOBE Certifications

Not Applicable.

A3. Overview of Respondent's broadband/connectivity services and statement of core business competencies, particularly any such services currently available in the County and/ or surrounding counties.

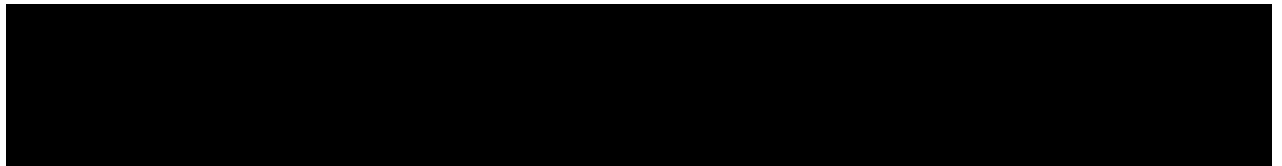
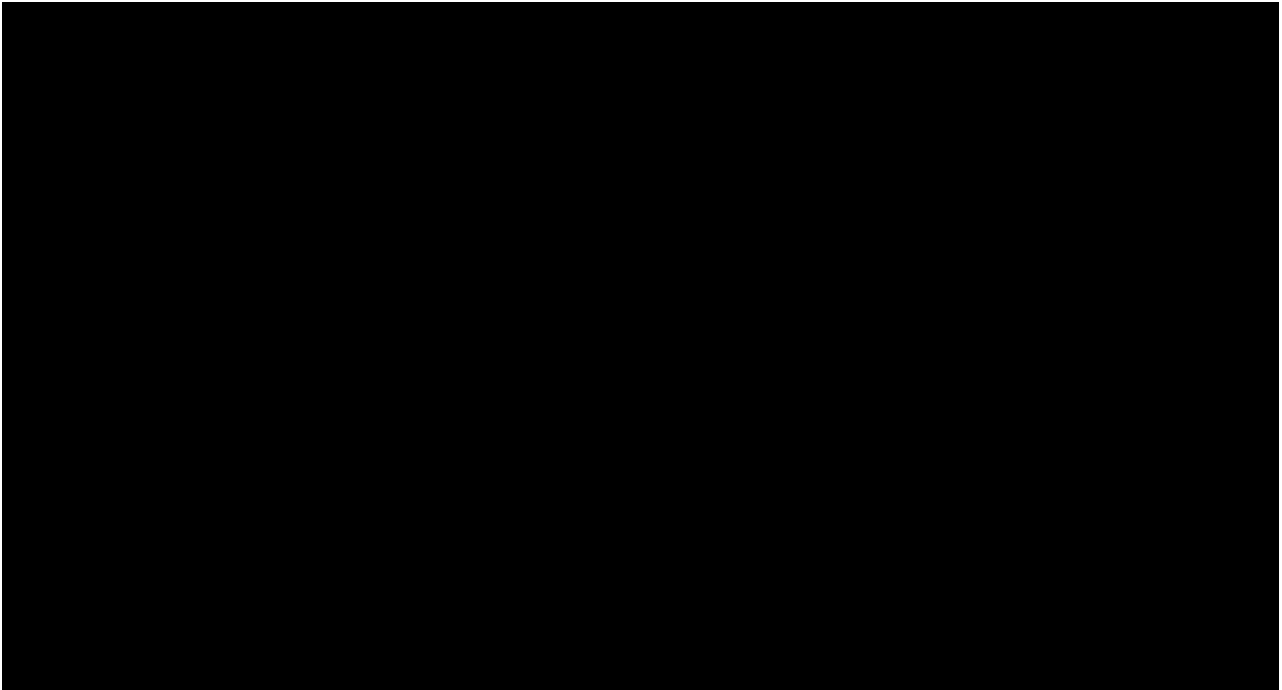
Comcast¹ offers broadband service to nearly 17,000 homes (under the Xfinity® brand) and businesses (under the Comcast Business® brand) in the County today. Serviceable locations in the County have access to the full suite of products and services offered by Comcast which, in addition to broadband service, include voice, video, and home security services. Comcast proposes to partner with the County to deploy qualifying broadband service to households and businesses using a fiber-based Ethernet Passive Optical Network ("EPON") network.

With over 32.2 million broadband customers, 13.6 million video customers, and 7.6 million voice customers across 39 states, Comcast has established an industrywide reputation for technology leadership, superior products, and operational efficiency. Comcast has built a fiber backbone at the core of its network that stretches across the country with

¹**Note:** Comcast Cable Communications Management, LLC is a wholly owned indirect subsidiary of Comcast Corporation. Comcast Corporation is a publicly traded company that through its cable division subsidiaries, provides cable television, voice and internet services. For the purposes of this response, the term "Comcast" throughout this response may refer to Comcast Corporation, Comcast Cable Communications Management, LLC, or the Comcast Corporation cable division operating Comcast subsidiaries or affiliates holding cable television franchises in the relevant jurisdictions. In the event of a grant award, for the avoidance of any doubt, the contracting entity for Comcast will be Comcast Cable Communications Management, LLC and all grant obligations binding upon Comcast Cable Communications, LLC must be agreed to in a separate writing between the parties.

more than 295,000 sheath miles of fiber using the industry's advanced optics/lasers and Internet Protocol ("IP") routing technologies.

A4. Brief explanation as to why the Respondent is interested in this RFP and expanding its broadband service offerings into or within the County, and how such network expansion fits within Respondent's broadband footprint.



A5. Partners or outside vendors that will be utilized to complete any portion of the Project. If a subcontractor or partner will be responsible for any portion of the services, Respondent should identify its plan for replacing the subcontractor or partner if: (1) the subcontractor or partner's services are unsatisfactory to the County, and/ or (2) they no longer are the subcontractor or partner. Be advised that the Commissioners must be notified of any replacement subcontractor or partner in advance of such subcontract or partner commencing any work related to the Project.

Comcast routinely engages third-party construction vendors to perform network construction work required for Comcast's business operations throughout its national footprint and has construction agreements in place with 143 construction vendors

nationwide, including several located in Indiana. These agreements are subject to amendments and future statements of work ("SOWs") that will govern specific projects.

Comcast's vendors are contractually required to perform background checks on their personnel, comply with information security requirements, maintain insurance at certain levels and to comply with all applicable laws. Comcast maintains an electronic work management system to issue work to its construction vendors. Construction vendors are chosen based on a number of factors, including Comcast's contract requirements, the complexity of the work, location and number of existing projects, contractor availability, and any necessary specialized skills.

Availability of contractors and any specialized skills needed for completion are also important in the selection process, and once criteria are entered into the workforce management system, Comcast will determine a list of specific contractors to engage for the project.

Well before doing any work for Comcast, business partners are vetted, onboarded, and agree to multiple contractual requirements that also apply to subsidized projects, including technical requirements. Comcast construction specialists meet with business partners at least weekly to review progress against detailed construction plans, identify and mitigate potential issues/risks, and document progress. This collaborative, hands-on project management approach ensures accountability; effective communication; adequate recordkeeping; and that appropriate Comcast and grant standards, protocols and requirements are met. If Comcast is awarded funding pursuant to this RFP, Comcast plans to utilize one or more of the business partners Comcast has preestablished relationships with. If the County found a Comcast business partner's services to be unsatisfactory for non-discriminatory purposes, the County could contact Comcast and, if the County's concerns could only be addressed through replacement, Comcast would select another one of its pre-existing business partners to complete the relevant project work. Regardless of why a substitute business partner is selected to complete work, such business partner must agree to applicable terms of the grant agreement between the County and Comcast, including applicable laws and program rules.

SECTION B: Respondent Experience and Partnerships

B1. Overview prior experience designing, planning, constructing, financing, operating, and/or maintaining infrastructure and projects like the Project for the County. Respondents are further required to provide a narrative, including

references and any measurable benefits, for any similar projects to that which the Respondent is proposing for the County.

Comcast has experience managing projects pursuant to federal (ARPA SLFRF and CPF) and state subsidized broadband expansion programs, ensuring efficient, effective use of government funds. As federal fund subrecipient, Comcast's in-house teams oversee and manage all aspects of subsidized construction projects, including:

- i. Network construction and deployment, leveraging Comcast's national network of over 143 business partners, including some located and operating in Indiana;
- ii. Engaging and managing third-parties to efficiently and effectively complete projects based on grant and project-specific requirements;
- iii. Leveraging existing high-quality suppliers, ensuring availability of compliant materials at competitive prices;
- iv. Managing financial requirements;
- v. Generating reports required by the federal awarding agency and conducting appropriate supporting tests; and
- vi. Ensuring Comcast and its contractors comply with applicable federal, state, and local laws, rules, regulations, and program rules.

Well before doing any work for Comcast, business partners are vetted, onboarded, and agree to multiple contractual requirements that also apply to subsidized projects, including technical requirements. Upon award, Comcast selects appropriate business partners based on project-specific factors, including Comcast's contractual requirements, work complexity, location and number of existing projects, contractor availability, and any necessary specialized skills. Selected business partners execute a statement of work that incorporates grant-specific requirements and specifies requirements, including applicable technical and construction standards. Comcast construction specialists meet with business partners at least weekly to review progress against detailed construction plans, identify and mitigation potential issues/risks, and document progress. This collaborative, hands-on project management approach ensures accountability; effective communication; adequate recordkeeping; and that appropriate Comcast and grant standards, protocols and requirements are met. Once constructed, Comcast owns, operates, maintains, and upgrades the network to deliver high quality, reliable services through experienced cross-functional in-house local teams.

Two examples of similar rural broadband projects that have been recently completed are NLC Round 3 grants in Morgan County, IN. Grants 2021-0045 and 2021-0046 resulted in 103 and 110 newly served addresses, respectively. Both projects were FTTP and completed within 24 months of contract execution. These builds provided broadband service to unserved/underserved areas and have greatly improved the community's

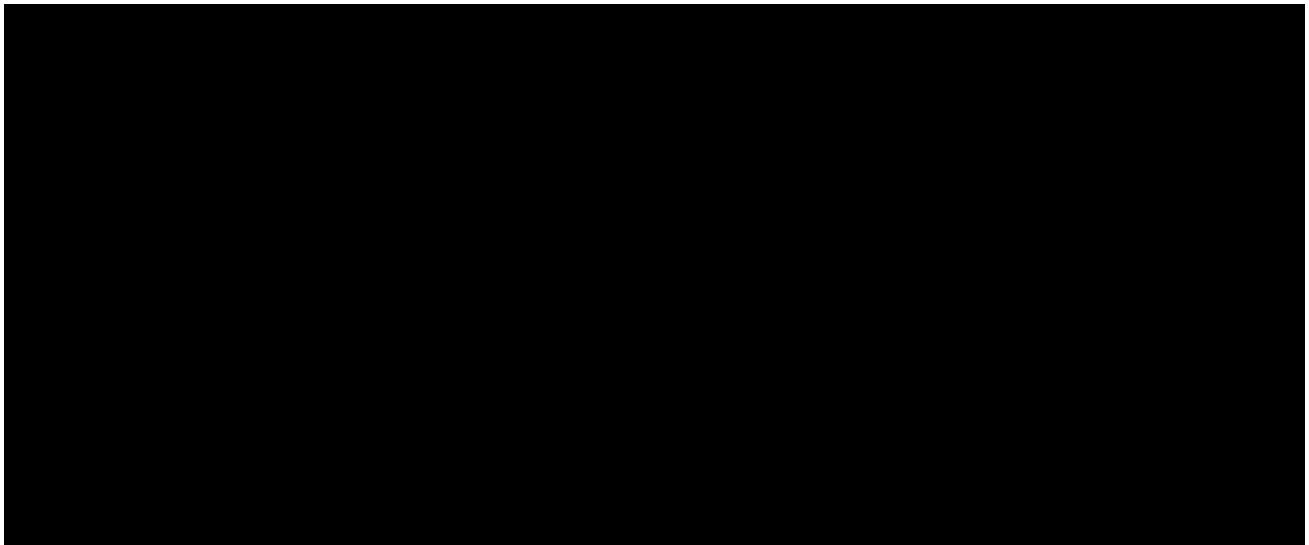
quality of life by enabling residents to bridge the local skills gap, expand their career pathways, access, and engage in telehealth opportunities, pursue education, and more.

B2. Overview and resumes for Respondent’s executive team and any individuals who will be directly involved in the proposed Project in the County.

Managerial Experience

Comcast’s Heartland Region’s operations are managed and maintained by a large engineering and technical operations teams that work around the clock to maintain a high level of reliability and to directly support Comcast’s business and residential customers.

Comcast’s team of project managers, engineers and technicians have the necessary technical, front-line support and established back-office expertise to successfully complete this proposed project and provide continued 24/7 network support. The following CVs provide examples of the experienced management personnel that oversee Comcast’s operations in the County.



Darius Dilosa – Vice President of Construction & Engineering

Mr. Dilosa serves as Vice President of Construction and Engineering for the Heartland Region. In this role, he has oversight of the infrastructure used to deliver broadband, video and Digital Voice to Heartland Region subscribers. He is responsible for ensuring our engineering plan for these services operates according to performance metrics and budget goals established by Division and Corporate. Other duties include developing and implementing business plans to accommodate new products and services, as well as subscriber growth. Mr. Dilosa has more than 25 years of leadership and technical experience in the telecommunications industry and previously served as the Vice President of Construction and Capacity Operations for Comcast’s Central Division.

Dino Magdos – Vice President of Field Operations

Mr. Magdos is responsible for leading the TechOps and Fulfillment functions for both residential and Comcast Business broadband customers. He works with leadership and staff in these areas to develop the strategies needed to meet business goals through great customer service and operational best practices. With over 30 years' experience in the cable and telecommunications industries, he joined Comcast in 1999 in Chicago, IL. Prior to joining Comcast, he held several leadership positions in sales, engineering design and field operations with the former AT&T Broadband and Ameritech. Mr. Magdos has a Bachelor of Science degree in management from Indiana's Calumet College of St. Joseph, along with an Associate's degree in technology from Illinois' Morrison Institute of Technology. He's also successfully completed Comcast's Executive Leadership Program and is a board member of the Society of Cable Television Engineers.

Lisa Kocsis-LeCureux – Vice President of Business Development

Ms. Kocsis-LeCureux oversees the Heartland Region's efforts to continue to evolve the business and expand opportunities to bring Comcast to more homes and businesses. She also led the project management organization and transformation of the customer experience focusing on the advancement of a culture focused on exceeding customers' expectations. Comcast's customer experience strategy includes looking at every decision through a customer lens and making measurable changes and improvements across the three-state region which serves more than 1.9 million customers and has more than 4,000 employees. Ms. Kocsis-LeCureux began her career with Comcast as a part-time administrative assistant while attending college and started full-time as a marketing manager 28 years ago. Throughout the course of her career, she has taken on positions of increasing responsibility with her most recent position being vice president of business development for Comcast's Heartland Region. She earned a BA from Michigan State University. She holds a Six Sigma Green Belt certification and is a member of Women in Cable Telecommunications ("WICT") and Society of Cable Telecommunications Engineers ("SCTE").

Scott Smith – Vice President of Finance

Mr. Smith is responsible for financial planning and analysis, operational analysis, and capital procurement. He has held various positions in Finance and Business Operations which provides him with an overall understanding of the business and operations. Mr. Smith has been in the telecommunications industry for 25 years. He has held numerous positions within Comcast and the Heartland Region (Michigan, Indiana, and Kentucky). He currently serves as an executive sponsor/mentor for multiple Comcast leadership

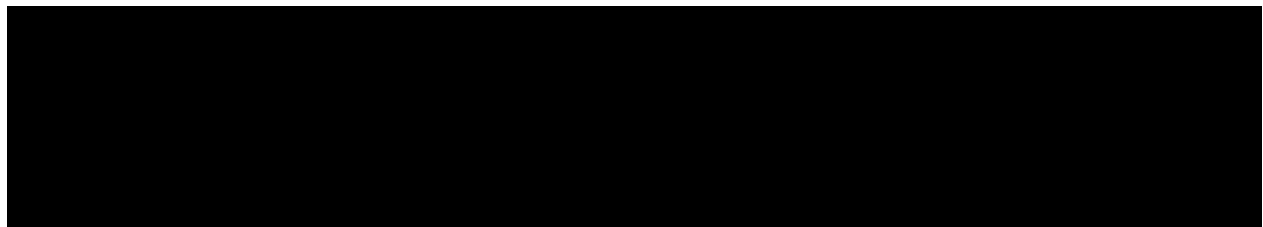
programs, has served as a member of the Education & Workforce Development Committee of Focus Macomb – A Partnership for Economic Development in his home County of Macomb, Michigan, and has served on the board of his local Little League in various capacities for over a decade. Mr. Smith earned his BA degree from Wayne State University in Detroit, Michigan.

Kyle McKenzie – Manager of Construction

Mr. McKenzie serves as Comcast's Construction Manager. He graduated from Indiana University-Purdue University Indianapolis with his B.S. in Mathematics. He started his career at Comcast as a Field Technician. During his career Mr. McKenzie has worked in the Salt Lake City, Denver, and Indiana markets expanding his knowledge of Fiber Optic and Hybrid Fiber-Coax infrastructure. During this time, Mr. McKenzie specialized in everything from residential service and installation to the delivery and support of enterprise commercial accounts with point to point services for large corporations. In 2018 Mr. McKenzie joined the Comcast Indiana Construction team where he worked to design, build, and implement Comcast's Metro-E service to enterprise customers as well as managing the construction of cell backhaul circuits and enterprise expansion projects within new and expanding business parks. Mr. McKenzie's most recent endeavor has him managing the construction of market expansion and rural broadband projects across Indiana and Kentucky encompassing more than 34,000 unique addresses and \$90 million invested over 28 projects.

SECTION C: Respondent Proposed Build-Out and Network Operations

C1. Proposed wireless and fiber network architecture, including, if applicable: the incorporation of existing vertical assets through mutually agreeable lease arrangements with the County and the construction of new vertical assets, as needed.



The fiber optic network would be constructed to connect Comcast's existing fiber network to make homes, businesses, and community anchor institutions in the Proposed Project Area serviceable. Upon the Proposed Project's completion, this network will be highly

reliable and scalable, permitting bandwidth and low latency potential well beyond foreseeable needs, as well as capable of providing broadband speeds of at least 1 Gbps download and 1 Gbps upload. The newly constructed network will be capable of meeting or exceeding the required level of service as stated in the RFP, with rates and terms consistent with those offered by Comcast in the State. Households and businesses in the Proposed Project Area would have access to Comcast's full suite of products and services, which, in addition to broadband service, includes voice, video, and home security services.

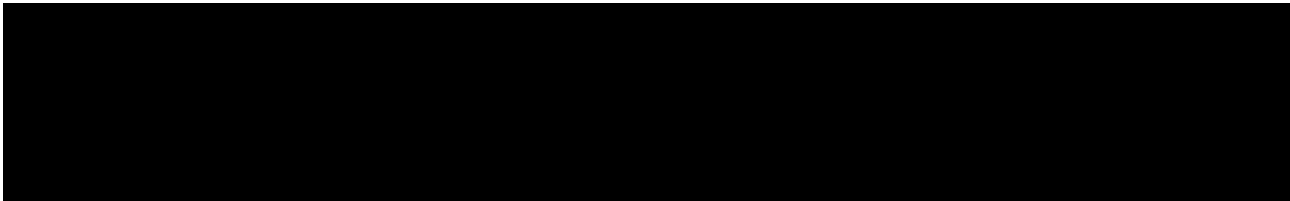
Comcast is also one of the first U.S. Internet Service Providers to offer a WiFi 6 Certified gateway with the latest version of its xFi Advanced Gateway, which is capable of delivering multi-Gigabit speeds via ethernet that has laid the groundwork for Gigabit speeds over WiFi. Customers on the new upgraded Xfinity Gigabit tier will require an xFi Advanced Gateway, or one of the WiFi 6 capable devices approved to work with the Xfinity network to receive the faster speeds.

Comcast does not expect to erect vertical assets in association with this Proposed Project.

C2. If the Respondent is proposing a fiber solution, please further detail: (1) whether the network will be Gigabit Passive Optical Network ("GPON") or Ethernet Passive Optical Network ("EPON"), or otherwise; (2) whether the fiber infrastructure will be provided to the home ("Fiber-to-the-Home" or "FTTH")/ to the premise ("Fiber-to-the-Premise" or "FTTP"), to the node ("Fiber-to-the-Node" or "FTTN"), or other; (3) the total number of strands proposed in the network; and (4) how many of said strands will be allocated to the County for its use.

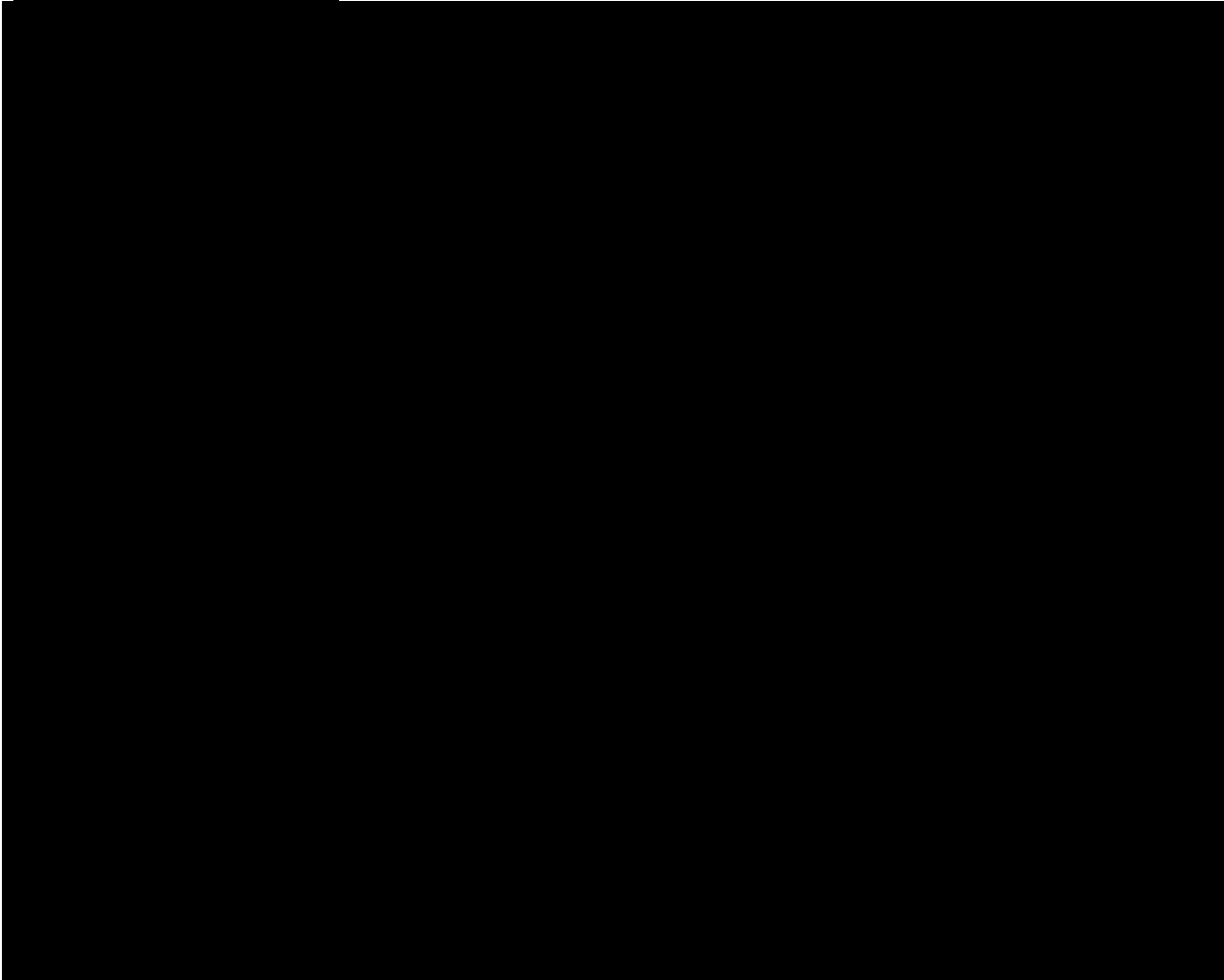
Comcast is proposing a FTTP network using EPON technology to homes and businesses. The number of fibers planned to be installed are variable across the network based on trunk line versus feeder lines and customer drops. Comcast is available to discuss the County's fiber needs and under what terms and conditions, to the extent allowable under applicable law.

C3. Proposed phases, cost, and estimated timeline for each phase, if applicable; and estimated cost and timeline for full Project completion.





Cost Details of Project



C4. Respondent should fully detail the information and/ or support that would be required from the Commissioners in order to meet the proposed timelines, including, but not limited to financial contribution, permits, consents, approvals, authorizations; access to available assets including fiber, conduits, real estate, and/ or vertical assets; public outreach and education campaigns; and network testing. If Respondent is seeking financial contribution from the County, it must detail what percentage this constitutes of the overall project cost. If Respondent is seeking access to the County-owned assets, it must provide a list of the asset(s) and cost or improvements that it is willing to contribute in order to be granted access to such asset(s).

Comcast anticipates completing the Proposed Project as stipulated in the RFP guidelines. However, Comcast may request assistance from the County with expediting local permitting, rights-of-way access or pole attachments to mitigate delays.

C5. Any supply chain and/or labor needs or issues upon which the timeline is contingent. The Respondent shall further provide its plan for training and staffing of the Project to overcome any labor shortages.

Comcast has existing contractual relationships with several local communication contractors in the State that perform much of the local project assessment, design, rights-of-way permitting, coordination, procurement of pole attachment licenses, construction services, and final testing and turnup. These contractors are located in communities across the State such as Fort Wayne and Indianapolis.

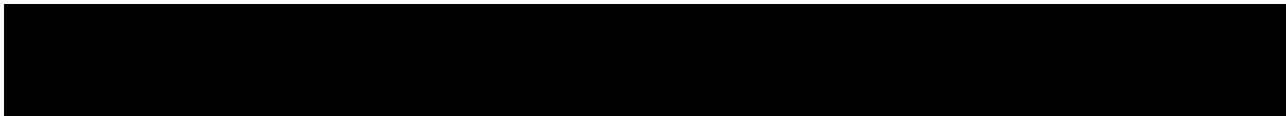
C6. Scalability of the proposed Broadband Infrastructure as residential, commercial, and institutional bandwidth demands in the County continue to increase.

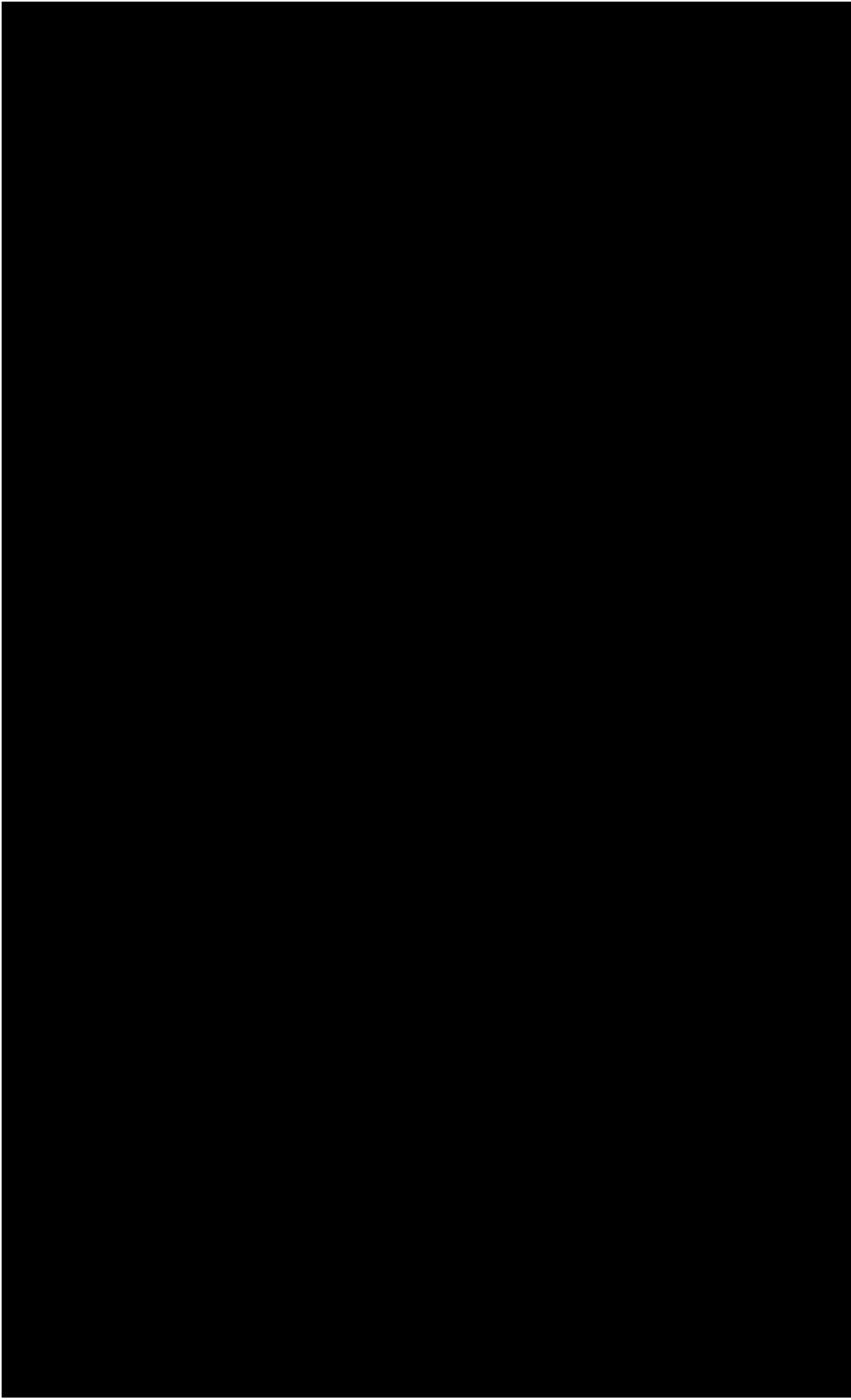
All addresses included in the Proposed Project Area will be able to receive speeds of 1 Gbps symmetrical. Comcast has built a fiber backbone at the core of its network that stretches across the county with more than 295,000 sheath miles of fiber using the industry's advanced optics/lasers and internet protocol ("IP") routing technologies. Dozens of converged regional area networks interconnect to create this fiber backbone that delivers video, voice, and high-speed Internet services to tens of millions of customers throughout the country. IP technology ties all of this together, creating a highly scalable connectivity platform of "IP core." Comcast has been building fiber into its network incrementally over the past decade. The majority of the serviceable locations in Comcast's nationwide footprint, including customers in the State, can access Xfinity Gigabit Internet and Comcast Business Gigabit services.

For additional information, see response to Question C10 below.

C7. Whether the Respondent currently owns and/ or operates broadband infrastructure within the County and how would such infrastructure be contributed to the Project.

Comcast currently owns and operates broadband infrastructure in the County and offers broadband service to nearly 17,000 homes and businesses. The Proposed Project will expand this network to incremental unserved and underserved County addresses, interconnecting with Comcast's existing fiber network.





C8. How the Respondent will ensure open access of the Broadband Infrastructure and what carriers, ISPs, data centers, etc. are currently utilizing the Respondent's network(s) within the County or otherwise.

Comcast is unable to agree to an open access requirement as stated in the RFP as it may contemplate a government owned network with open access architecture. Comcast is concerned that the resulting network will not meet the standards and functionality that it requires to provide Comcast's products and services as well as to add innovative new products and services. Also, Comcast is concerned that it would be unable to monitor the network end-to-end to maintain high-quality service standards and ensure an expedient response to service issues. For these reasons, Comcast requires that it owns, operates and maintains the network it utilizes to provide its services. Comcast will provide services to commercial customers on a non-discriminatory basis in accordance with its standard business offerings. Comcast is open to leasing fiber under mutually agreed terms and conditions.

C9. How does the Respondent ensure user protections and the security of its network?

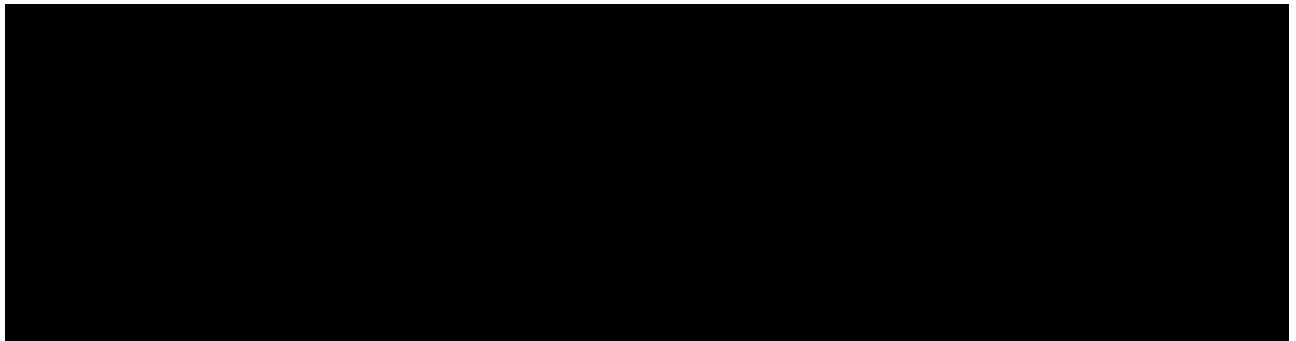
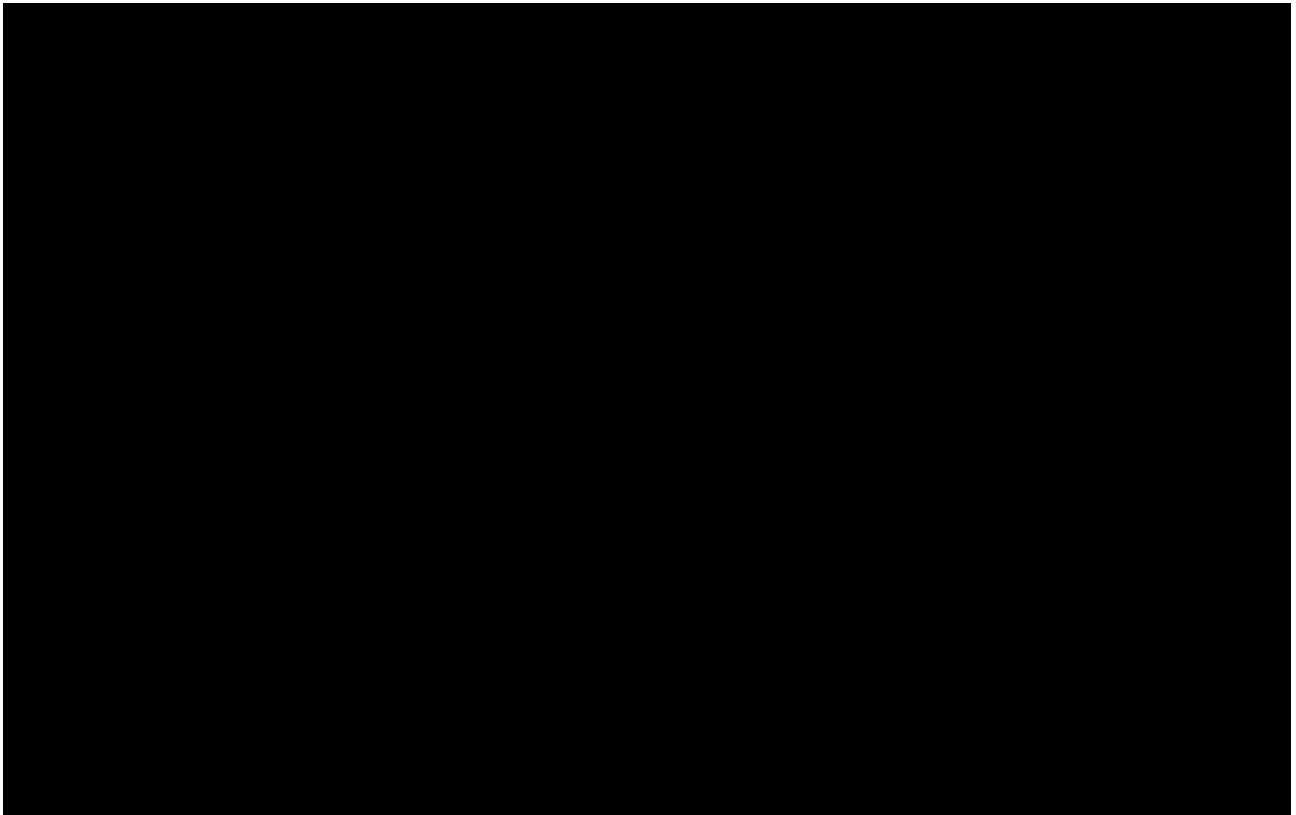
At Comcast, risk management, including the safeguarding of customer information, is very important. Comcast is committed to meeting its obligations under data privacy laws and regulations in each of the areas in which Comcast does business. Information security is a core business concern and Comcast internal controls, information technology risk management and data privacy programs are designed to achieve its risk management objectives.

Comcast's Information Security Program aligns with NIST 800-53, PCI and ISO 27000. Comcast Cybersecurity program is designed to:

- Protect customer information
- Monitor systems, protect them against viruses and other threats, and enable them to recover quickly from incidents
- Perform information security risk assessments to analyze, identify, evaluate, prioritize and remediate risk
- Require that Comcast's key third-party service providers adhere to specific security policies and standards, as well as regulatory obligations as applicable
- Maintain ongoing audits of control procedures to ensure optimization of environments to prevent unauthorized information access or disclosure
- Educate employees to understand their responsibilities with respect to the protection of customer information and security of Comcast systems preventing breaches.

C10. Any Respondent awarded under this RFP shall deliver initial service of at least 100 Mbps download/20 Mbps upload and scalable to 100 Mbps download and 100 Mbps upload (“symmetrical”) service to end-users in the County. It is the County’s expectation that any selected Respondent be able to offer 100 Mbps download and 20 Mbps upload within two (2) calendar years following start of construction. Please detail how the Respondent ensure that the requisite broadband speeds are delivered to end users and provide information of such speeds to the County and/or such users.

Comcast’s network exceeds 100 Mbps / 100 Mbps. Please see the tiers currently offered below.



C11. What percent of the County residents will be served with 100 Mbps download/ 20 Mbps upload, or greater, broadband service upon completion of the proposed project? What percentage of the County residents will be served with 100 Mbps download/ 100 Mbps upload symmetrical, or greater, broadband service upon completion of the proposed project?

Without detailed data on housing and business units in the County, Comcast is unable to provide exact percentages of population coverage. Based on its existing service footprint and planned network builds, including the Proposed Project subject to this RFP, 100% of Comcast's existing serviceable passings can receive 100 Mbps download and 20 Mbps upload. Furthermore, the expansion projects Comcast is currently building and the Proposed Project, will be FTTP using EPON, offering speeds 1 Gbps symmetrical. Once NTIA approves the Indiana map of unserved and underserved homes and businesses, Comcast is willing to work with the County to use address data to determine the percent of served residents in the County.

Respondent shall explain network monitoring and customer support/ customer service protocols, including network redundancy, short- and long-term maintenance and upgrades to the proposed network.

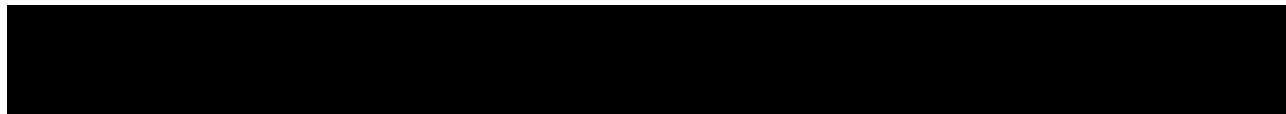
Comcast exclusively owns and operates the network it constructs and will be responsible for the operation and maintenance costs of the network. Comcast proactively monitors and maintains its network 24/7 through its dedicated Network Operations Center ("NOC"). Comcast's experience in building smart, digital and increasingly virtualized broadband networks protected by self-healing technologies and robust cybersecurity sets it apart from other providers. The network has multiple layers of security that automatically detect and block hundreds of thousands of cyber events every second and a team of security experts who work to protect customers 24 hours a day, 365 days a year.

Further, Comcast's significant ongoing network and technology investments enable it to continually deliver innovative and scalable products and services that keep residents and businesses on the cutting edge and enable it to meet evolving community demands. In the last three years, Comcast has invested nearly \$1.3 billion in private, at-risk capital in Indiana, building, maintaining, and operating one of the most extensive fiber-based

networks in the country. Moreover, Comcast doubles its network capacity every 2 ½ years to stay well ahead of demand.

SECTION D: Public Investment

D1. Respondent shall include the public investment amount requested of the County.



D2. Revenue-share opportunities for the County from the Project are considered secondary to the County’s priorities. However, Respondents should include any proposed revenue-share opportunities in sufficient detail for the Commissioners to analyze the potential benefit prior to issuing award under the RFP.

Comcast does not propose revenue sharing with the County.

D3. If applicable, Respondent should describe additional funding opportunities that could support its efforts with the County (for this project or others in the future).

Comcast is considering applying for funding through the Broadband Equity, Access, and Deployment (“BEAD”) Program once the State receives approval of its list of eligible addresses by the National Telecommunications Information Administration.

Comcast believes it would be mutually beneficial for Comcast and the County to partner together to serve the remaining unserved and underserved areas of the County.

SECTION E: Respondent Existing and Future Operations within the County

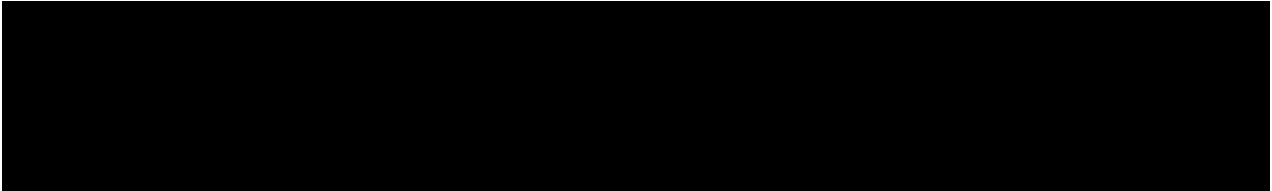
E1. Please provide the currently underserved, unserved, and unfunded locations to be cited, and separately include any currently served/funded locations to be covered.

The list of addresses included in this proposal is based solely on the most recent available FCC data as of 12/31/2023. To the best of Comcast's knowledge, these addresses are unserved or underserved and unfunded by other subsidy programs.

E2. If existing operations, Respondent shall identify and describe current Respondent office(s) and/ or staff within the County. If so, please provide the address of the office and/ or number of staff in the County. If not, please provide the address of your closest office location to the County.

Comcast maintains an Xfinity Store at 997 E. County Line Rd, Greenwood, IN 46143.

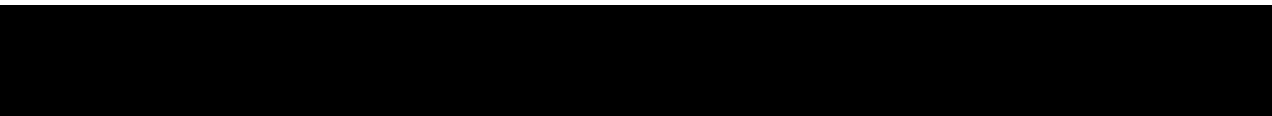
E3. If existing operations, Respondent shall identify and describe middle mile infrastructure currently owned, leased, or otherwise used by the Respondent in the County. If additional middle mile construction will be needed in order to provide the project contemplated herein, Respondent should detail such construction, including projected cost and timeline by phase, if applicable. Respondents shall further detail what proportion of such cost they would seek from the County Commissioners as a contribution to the total project deployment.



E4. If existing operations, Respondent shall identify and describe last-mile broadband service that the Respondent currently offers in the County, as well as what entities use and are permitted to use such service the County (e.g., residents, businesses, government, etc.) and the length of time that such service has been available within the County.

Comcast offers customers multiple choices of residential and commercial broadband services, depending on the customers' specific needs. Broadband speeds range from 50 Mbps download to 1.2 Gbps download. Upon completion of the Proposed Project, Comcast's fiber plant will be able to provide broadband speeds of at least 1 Gbps symmetrical. Specific product offerings will be based on then-current consumer demand and market conditions. Additional information on services available to customers and innovation in the County are described in response to Question Nos. E10 and G1.

E5. Please provide speed to deployment in the County, and if existing infrastructure, please provide deployment speed history.

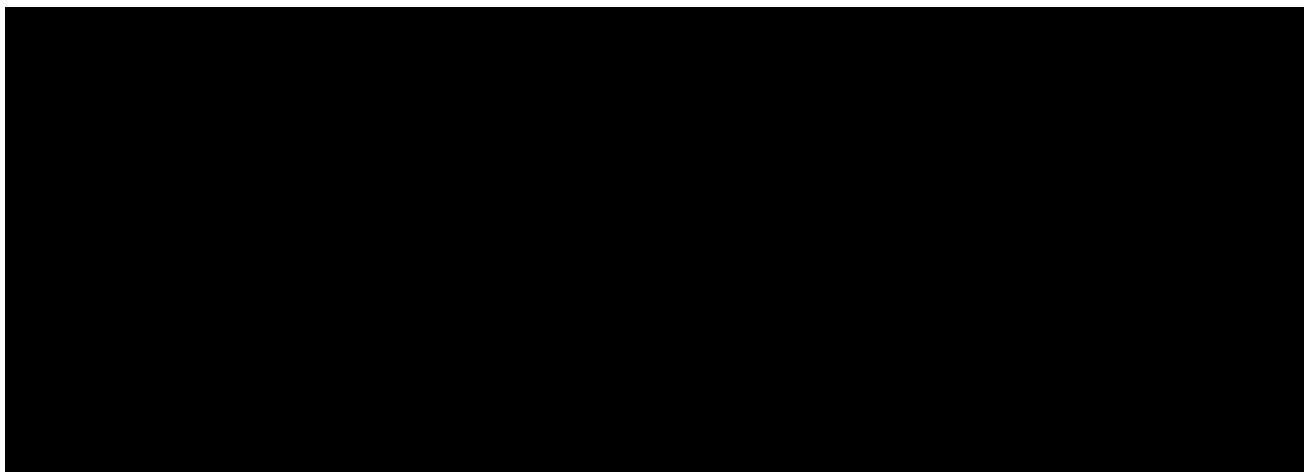


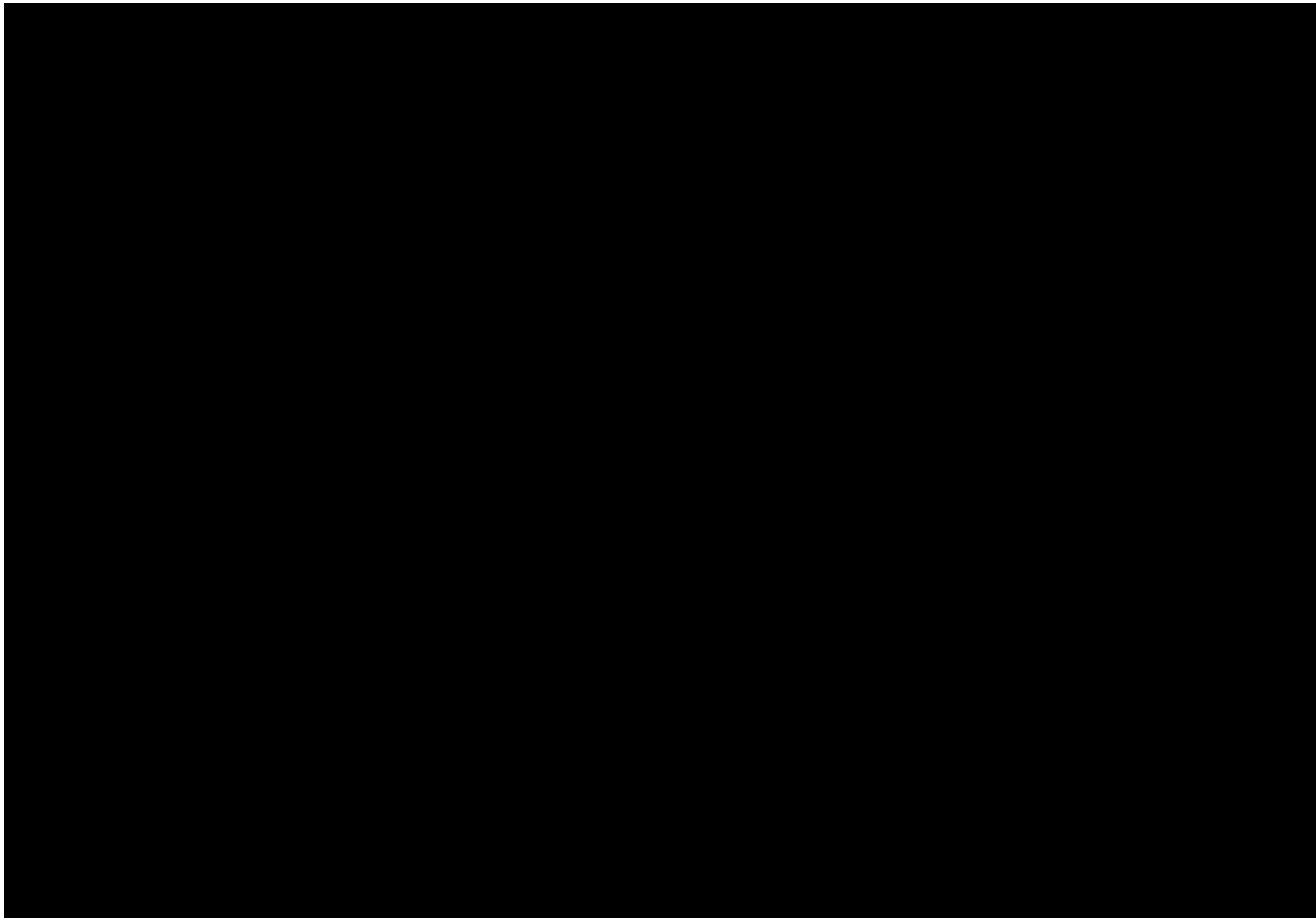
E6. The County’s preference is to work in collaboration with the Awardee. Collaboration can take many forms. Please detail how the Respondent proposes to work with the County and the purported benefits of such arrangement for each party.

Throughout the duration of the Proposed Project a dedicated Comcast team will provide status updates and answer any questions the community may have. As the Proposed Project progresses, Comcast will work closely with the County on local permitting and access to rights-of-ways. Additional assistance may be sought to help obtaining pole attachment licenses from pole owners.

E7. Respondent shall describe how the Respondent will market the Broadband Infrastructure to users in the County, once available and what assistance is expected from the Commissioners for such outreach. The Awardee shall provide clear information to end-users regarding monthly service rates and speeds supplied over the network.

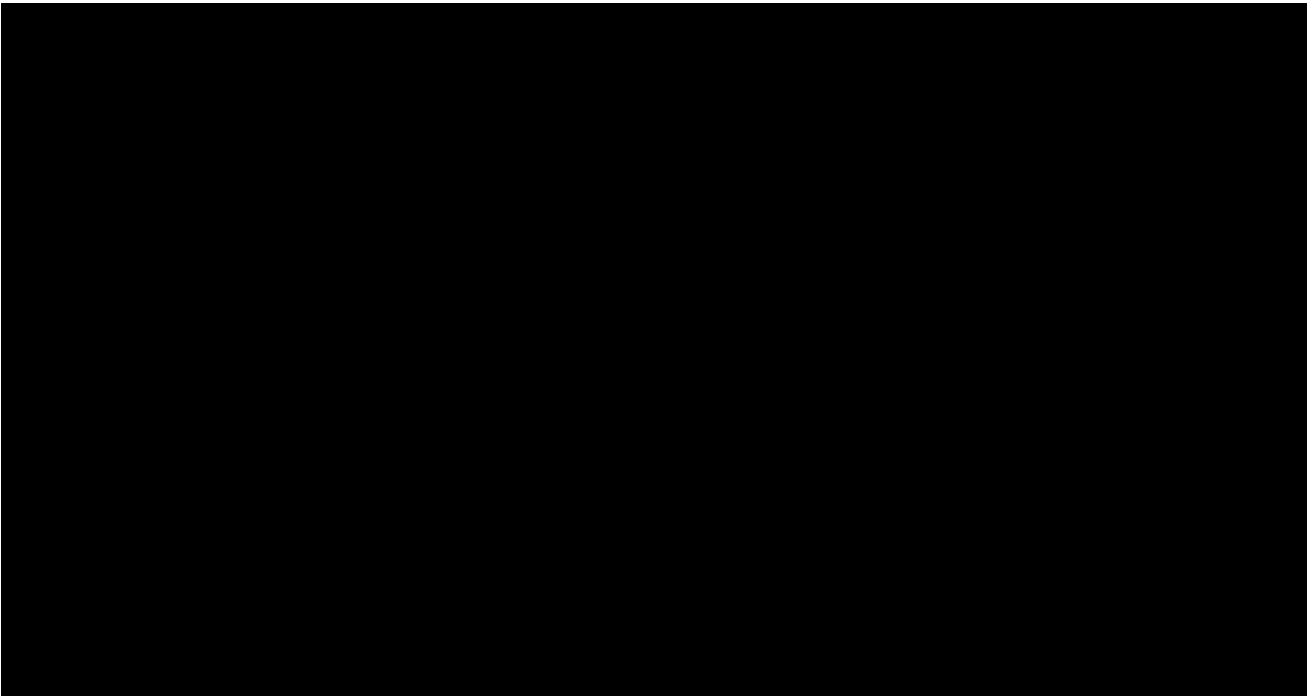
Comcast will drive broadband adoption through a variety of means including mailing information to residents, local media, and outreach to the community. Also, Comcast will drive adoption of its affordable subscriber options, Internet Essentials and Internet Essentials Plus, to all eligible residents. Interested residents will be able to sign up for service by calling Comcast’s toll-free telephone number, using Comcast’s website, or in person at the nearest Xfinity store. Comcast employs a sales and marketing team of professionals to support these efforts. Call center team members are skilled in addressing questions regarding Comcast’s products and services. If conditions allow, a public meeting or event can be held in conjunction with the County in or near the Proposed Project Area to inform the residents about the upcoming work and answer questions. Comcast will partner with local leaders, community organizations, and non-profit groups to further maximize the broadband adoption rate in the Proposed Project Area.



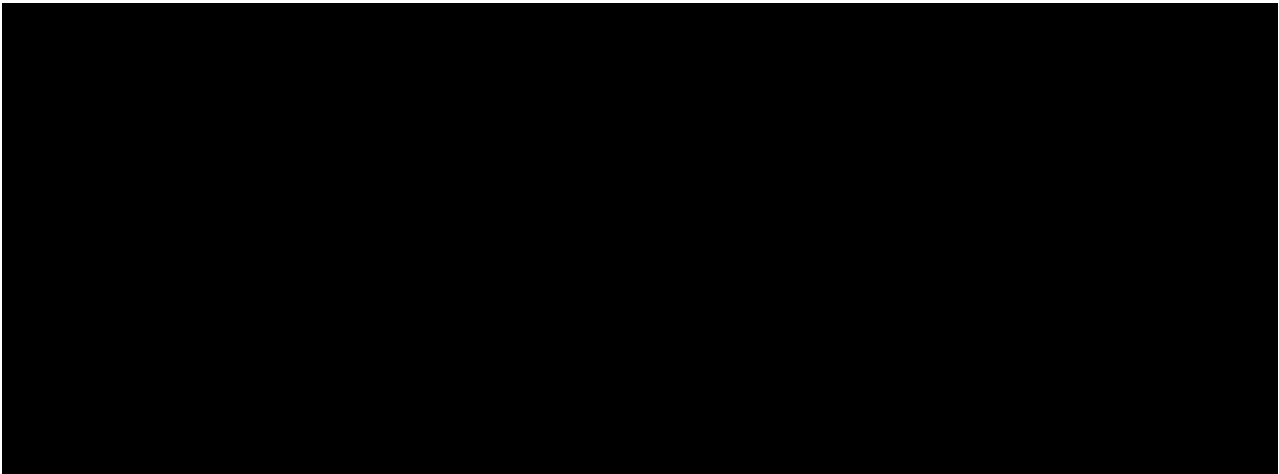


E8. Respondent shall describe any additional digital inclusion efforts included in the Respondent’s Project.

Comcast would not be successful without its network of partner organizations who serve as trusted voices in communities with resource constraints. Empowering unconnected Americans to adopt the Internet at home, unlocking pathways to unlimited possibilities, requires a marketing mix and digital navigation. It requires both traditional methods, like direct mail and airing PSAs on TV, as well as grassroots partnerships with local voices like schools, public housing authorities, churches, libraries, social workers, and neighborhood businesses. Comcast teams cultivate these relationships, share outreach materials, host sign-up events that help increase awareness, and support Digital Navigator programs. Comcast’s community partners range from large national nonprofits like the Boys & Girls Clubs of America, the National Urban League, and UnidosUS, to thousands of local nonprofits who not only help promote the program but also form the bedrock of Comcast’s digital literacy training efforts.



E9. Respondent shall describe how many additional households, businesses, and institutions in the County will have access to broadband service as a result of this project, and at what speed tiers and pricing level. Among the businesses and institutions, please include any small business, elementary school, higher education institution, library, healthcare facility and public safety organization that will have increased access to broadband service.



E10. Respondent shall describe any additional services that will be made available in the County through the Respondent’s proposed project. This includes, but is not limited to, Internet of Things (“IoT”) use cases such as precision agriculture, smart utility monitoring, and others.

In addition to its high-speed residential and business internet offerings, Comcast provides a variety of video, mobile, and home services.



Comcast Business Services. Comcast offers a variety of products and services to businesses. High-speed Internet services provide downstream speeds that range up to 1Gbps and fiber-based speeds that range up to 100Gbps. Comcast's service offerings for small business locations primarily include high-speed Internet services, as well as voice and video services, that are similar to those provided to residential customers, cloud-based cybersecurity services, wireless backup connectivity, advanced Wi-Fi solutions, video monitoring services and cloud-based services that provide file sharing, online back up and web conferencing, among other features. Also, Comcast offers Ethernet network services that connect multiple locations and provide higher downstream and upstream speed options to medium-sized customers and larger enterprises, as well as advanced voice services, along with video solutions that serve hotels and other large venues.

In addition, Comcast provides cellular backhaul services to mobile network operators to help them manage their network bandwidth. Comcast has expanded its service offerings to include a software-defined networking product for medium-sized and enterprise customers. Larger enterprises may also receive support services related to Wi-Fi networks, router management, network security, business continuity risks and other services. These service offerings are primarily provided to Fortune 1000 companies and other large enterprises with multiple locations both within and outside of Comcast's cable distribution footprint, where Comcast has agreements with other companies to use their networks to provide coverage outside of primary service areas.



Video Services. Comcast also offers a broad variety of video services, primarily through the X1 platform, an IP and cloud-enabled video platform that delivers the simplest, fastest, and most complete way for customers to access all their entertainment on all their screens. Xfinity TV customers have access to hundreds of channels including programming provided by national broadcast networks, local broadcast stations, and national and regional cable networks, as well as government and public access programming. Xfinity TV includes access to video on demand services and an interactive, on-screen program guide. Comcast also offers Xfinity Internet customers NOW TV, a brand new streaming service, for \$20 per month (plus applicable taxes and fees) without annual contracts. NOW TV provides 40+ live channels and on demand programming and 20 hours of Cloud DVR, with access across 3

devices. NOW TV customers enjoy a range of channels from entertainment to lifestyle and live sporting events. As an added benefit, NOW TV Customers will also gain access to Peacock Premium at no extra cost. NOW TV is perfect for Xfinity Internet customers who prefer streaming video over the classic TV experience.



VoIP Services. Comcast offers voice services using interconnected Voice over Internet Protocol technology. Service options provided include either unlimited or usage-based local and domestic long-distance calling, as well as options for international calling plans, voicemail, readable voicemail, nuisance call blocking tools and various call features such as caller ID and call waiting. Voice services also include the ability to access and manage voicemail and other account features through an online portal or mobile app.



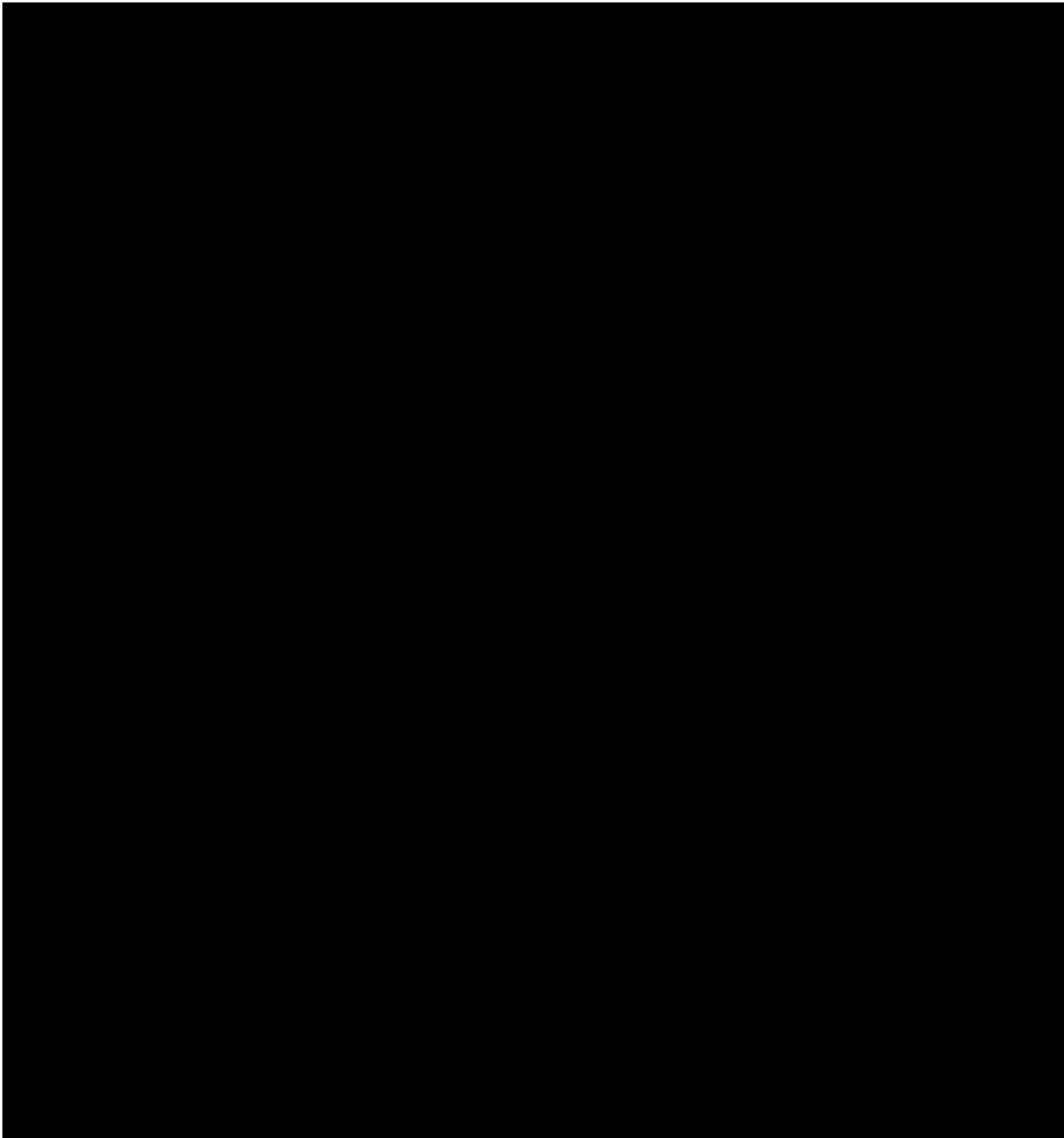
Xfinity Mobile. Comcast offers wireless services for handsets, tablets and smart watches using mobile virtual network operator rights to provide the services over Verizon’s wireless network, including its 5G technology and Comcast’s existing network of more than 23 million in-home and outdoor Wi-Fi hotspots. Customers may choose to pay for services on an unlimited data plan, shared data plans, or per gigabyte of data used. Customers have the ability to bring their own device or purchase them from Comcast with the option to pay upfront or finance the purchase interest-free over 24 months.



Xfinity Home. Xfinity Home, powered by Xfinity Internet, is one of the fastest growing home security providers in America. Not only does it offer peace of mind with 24/7 professional monitoring with battery and cellular backup, but it also includes smarter home security features like video monitoring and the ability to manage and control an increasing number of third-party smart home devices from a phone, tablet, the Xfinity Home touchscreen, or via the X1 Voice Remote.

SECTION F: Affordability

F1. Respondent shall provide its proposed rate structure for the various end users to which service will be available through the proposed build-out. Respondents must provide one-time costs, such as Customer Premise Equipment (“CPE”) installation, and recurring costs, such as monthly service costs, for residential customers, commercial customers, and institutional/ governmental customers.



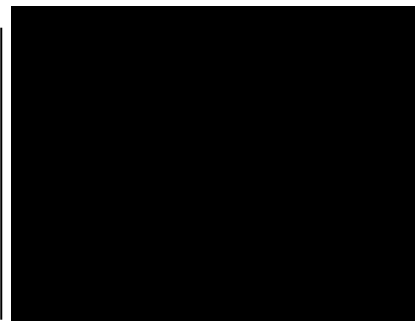
Comcast offers a free Professional Installation ("Pro Install") service for all new EPON deployments where a technician will come to the home and set up all the customer's devices the first time the home is connected to broadband.

F2. Respondent shall detail how it will provide its pricing structure(s) to end users and how users are notified of any changes to such pricing structures.

Comcast complies with applicable state and federal laws regarding customer notification of any price or service changes. On an ongoing basis, Comcast notifies customers in writing of any price or service changes through various means, including bill message and email.

F3. Respondent shall describe any low-cost offers that would be made available with Respondent’s service, such as the Affordable Connectivity Program (“ACP”). NOTE: Should the Commissioners contribute a portion of the County’s ARPA funds to the Project, the Awardee will be required to participate in the ACP program, per the Federal Rules.

Comcast is committed to serving all residences and businesses within the Proposed Project Area on a non-discriminatory basis with a variety of service options for affordable home Internet for qualifying households. Internet Essentials is the nation’s most successful private-sector broadband adoption program. Since its inception in 2011, it has connected a cumulative total of more than 10 million low-income Americans to the power of the Internet at home.



[Redacted text block]

[Redacted text] Customers have the option to purchase a low-cost Internet-ready computer.

Since launching in 2011, Comcast has made dozens of improvements to the Internet Essentials program, including expanding eligibility 12 times—bringing Internet Essentials to new audiences such as public housing residents, low-income veterans, seniors, and even community college students. Comcast has a history of increasing speeds and enhancing its Internet Essentials program and anticipates continuing to do so in the future.

Illustrating the impact of the Internet Essentials program, in a 2021 Comcast survey, 76% of Internet Essentials participants said their broadband service helped someone in their household find a job, and 78% of households with lost wages due to COVID-19 believe Internet Essentials helped reduce that loss. 79% of Internet Essentials participants said their broadband service helped them find health and/or medical information. Significantly, 90% of Internet Essentials participants reported a positive impact on their child's grades.

Comcast was a proud participant in the federal Affordable Connectivity Program (“ACP”). For more information on Comcast’s affordable Internet and mobile offerings following the federal government’s announcement that April 2024 was the last month that ACP would be fully funded, see <https://www.xfinity.com/learn/internet-service/acp>. Additional information is available at: <https://corporate.comcast.com/stories/comcast-remains-dedicated-to-closing-the-digital-divide>.

As of August 14, 2023, ACP has helped to connect more than 20 million households to broadband access. At a May 2022 White House event, Comcast was recognized for stepping up with innovative offerings like Internet Essentials Plus to help eligible households take full advantage of the ACP credit.

In 2020, Comcast established its award-winning “Lift Zones” initiative to complement the Internet Essentials program. Working with its network of thousands of non-profit partners and city leaders, Comcast launched more than 1,250 Lift Zones. Lift Zones provide free, robust WiFi in community centers to support students who, for a variety of reasons (including homelessness or housing insecurity), are simply unable to participate in distance learning at home. Lift Zones also serve diverse adult populations, as they enable access to hundreds of hours of free digital skills training for remote work, telehealth services, and more.

To further increase broadband adoption, Comcast’s Digital Navigators program helps bring technology instructors directly into the community. Digital Navigators are individuals affiliated with trusted community organizations who are trained to help people access the internet, use devices, and build digital skills. The work done by Digital Navigators significantly impacts adoption barriers, digital usage, and digital comfort for users. With the support of these digital case workers, 80% of survey respondents feel more confident or safer using technology, 1 in 3 found a new job or earned a higher income, and 40% received support with basic needs like food, rent, and housing.

Through Project UP, Comcast’s comprehensive initiative to advance digital equity and build a future of unlimited possibilities, Comcast is committing \$1 billion to help ensure everyone has the resources and opportunities they need to participate and excel in today’s digital world. Project UP encompasses the programs and community partnerships across Comcast, NBCUniversal, and Sky that connect people to the Internet, advance economic mobility, and open doors for the next generation of innovators, entrepreneurs, storytellers, and creators.

For more information, please see the 2024 Impact Report (<https://corporate.comcast.com/impact/report/2024>) and the 2022 Internet Essentials

Progress Report (<https://corporate.comcast.com/stories/2022-internet-essentials-progress-report>).

F4. Please detail affordability program enrollment; specifically, what is the criterion to enroll in Respondent’s affordability program, if applicable, and what are the enrollment numbers at the time of the response submittal?

Please see the Comcast website for the enrollment process:

<https://www.xfinity.com/learn/internet-service/internet-essentials/apply>. Eligible criteria are:

- Live in an area where Xfinity Internet service is available
- Participate in assistance programs like the National School Lunch Program, housing assistance, Medicaid, SNAP, and [others](#), or were enrolled in the Affordable Connectivity Program (ACP) with Xfinity
- Have not had Xfinity Internet within the last 90 days
- Have no outstanding debt on any Comcast account that is less than one year old*

Comcast serves more than 60,000 Internet Essentials customers in Indiana.

SECTION G: Innovation

G1. Novel Technology Implementation – creative use of cutting-edge or hybrid technologies to improve speed, reliability, or security.

The Proposed Project includes an all-fiber deployment, including FTTP technologies to deliver data to customers at speeds that meet or exceed 1 Gbps symmetrical service, delivering a consistent, fast, reliable, and secure Internet experience to the Proposed Project Area.

In preparation for faster network speeds, earlier this year, Comcast launched its latest Wi-Fi 6E Gateway, one of the first in the world to support multi-gigabit symmetrical Wi-Fi. Comcast is also one of the first U.S. Internet Service Providers to offer a WiFi 6 Certified gateway with the latest version of its xFi Advanced Gateway, which is capable of delivering multi-Gigabit speeds via ethernet that has laid the groundwork for Gigabit speeds over WiFi. Customers on the new upgraded Xfinity Gigabit tier will require an xFi Advanced Gateway, or one of the WiFi 6 capable devices approved to work with the Xfinity network to receive the faster speeds.

As detailed in response to question G4, Comcast’s network is protected by proprietary AI to protect and repair service interruptions.

G2. Scalability & Future-Proofing – solutions designed for future growth and adaptability to new demands and technologies.

Comcast’s significant ongoing network and technology investments enable it to continually deliver innovative and scalable products and services that keep residents and businesses on the cutting edge and enable it to meet evolving community demands. In the last three years, Comcast has invested nearly \$1.3 billion in private, at-risk capital in Indiana, building, maintaining, and operating one of the most extensive fiber-based networks in the country.

Comcast is a **global leader in advancing network technology** and delivering progressively faster, more robust service to its customers to meet customers’ current needs but also to **stay well ahead of future demand.**

G3. Improved Access to Underserved Areas – innovative approaches to provide coverage in rural or underserved regions.

Comcast proposes to utilize FTTP technology to serve unserved and underserved areas of the Proposed Project Area.

G4. Enhanced Customer Experience – innovations focused on improving user experience, customer service, and troubleshooting.

Comcast’s fiber network spans more than 295,000 sheath miles (the total length of all fiber cables in a network) of fiber, and is continuously monitored and protected by proprietary, internally developed artificial intelligence (“AI”) and machine learning technologies that can automatically detect issues like fiber tears, and dramatically reduce the estimated time to repair. In a world where fiber cuts and tears are a daily experience across the country, smart AI that detects and mitigates such incidents can mean the difference between customers being offline for a few minutes or several hours.

Comcast engineers know that constructing a fiber network is only the beginning of delivering reliable service to customers, not the end. Comcast network engineers, software developers and AI scientists leverage Comcast’s extensive background in software development and machine learning to continuously build, deploy and evolve tools that continuously monitor, adjust and improve network performance at every level. This technology is closely linked to Comcast’s multi-year work to digitize and virtualize its network, which not only improves performance, but vastly increases visibility into the network.

G5. Partnerships & Collaboration – leveraging partnerships with local entities to enhance coverage or reduce costs.

Comcast partnered with the County and the State to win an NLC Round 4 grant in Shelby County. Comcast is waiting on the final contract execution before construction starts later this year.

As a result of the extensive new fiber-based broadband construction in the County by Comcast, it is planning a digital equity partnership with the Boys' & Girls' Club of Shelby County that will highlight the availability of low-cost services, Internet Essentials and Internet Essentials Plus. Initial planning has started on this event and is expected to take place later this year. Comcast will highlight the free online training resources made available by Comcast and assist with digital assets.

G6. Cost-Effectiveness – creative pricing models or cost-saving measures that maintain high service quality.

Comcast continues to look at ways to attractively bundle services to meet customer demands and to provide savings. Comcast offers special pricing for income-constrained households that qualify for Internet Essentials and Internet Essentials Plus. It also offers discounts based on the number of services a household subscribes to as well as for agreeing to paperless billing and bank-draft payments. Below is a list of types of services that are offered to residential customers.

Bundled Services

While grants connect homes to broadband in un - and under-served locations, some ISPs can bring consumers other important essential benefits, including:



Home Security



Mobile



Streaming



Linear Video



WiFi Enhancement



Voice



EXHIBIT E



Shelby County, Indiana
Request for Information
Design, Build, Finance, and Operate Shelby County Broadband Network

Response of Frontier North Inc.

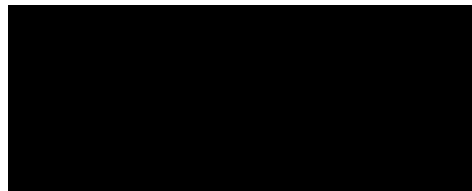
A. Respondent and Sub-Contractor Information

Organization name: Frontier North Inc.

Address: 401 Merritt 7, Norwalk, CT 06851

Website: www.frontier.com

Contact person: Diane Williams-Stinson



- *MBE/WBE/VBE/DOBE Certifications*

RESPONSE:

Not applicable to Frontier.

- *Overview of Respondent's broadband/connectivity services and statement of core business competencies, particularly any such services currently available in the County and/ or surrounding counties.*

RESPONSE:

Services and Competencies Overview

Frontier is an experienced provider of fiber broadband, with the technical qualifications and proven ability to execute and operate projects in a competent manner using an appropriately skilled and credentialed workforce. Frontier and its affiliates have been in business for nearly 90 years. In 2021, Frontier launched its Building Gigabit America™ initiative to expand fiber-to-the-premises service to 10 million locations by the end of 2025. As of the second quarter, Frontier offers high-speed broadband services to over 7.2 million locations in 25 states, including Indiana. Frontier's fiber network has been recognized with



dozens of regional and national awards and has repeatedly claimed first place in Ookla® Speedtest® comparisons in key markets.

Frontier strives to provide all customers with a range of products and services that deliver value at competitive and affordable pricing. Frontier has also participated in state and federal programs across its footprint designed to support affordability. As the ACP program was sunsetting, Frontier developed a comparable, low-cost product offer for all customers, regardless of income level. This offer ensures that Frontier’s broadband services remain available to all. Frontier is committed to making an affordable, low-cost offer available to eligible consumers that exceeds the BEAD program’s minimum speed of 100/20 Mbps.

Frontier intends to make its full suite of national residential and small business fiber product offerings available in Shelby County’s BEAD project areas. Frontier develops its product offerings at a national level, enabling it to bring economies of scale and competitive pricing across all markets, including in smaller communities. Frontier currently offers consumers voice and data services, and over-the-top video services through a relationship with YouTube TV. Frontier offers complementary, value-added services to consumers such as Frontier Secure, which provides device protection, data security, and data backup services. In addition, Frontier offers customers the ability to pause or suspend services (i.e., vacation service).

By offering multiple, simplified products and flexible solutions, Fronter aims to ensure that all residents and small businesses where it deploys fiber have access to reliable high-speed broadband connectivity without undue financial burden. Frontier’s commitment to affordability and accessibility underscores its dedication to bridging the digital divide and empowering communities through advanced telecommunications infrastructure.

Regional Services

Frontier currently serves the exchange of Morristown, which includes the unincorporated community of Gwynneville, with voice and internet services. Frontier has current plans to deploy Fiber-to-the-Premises (“FTTP”) broadband in its Morristown exchange in 2025 through its private investment. BEAD funding would enable Frontier to expand the scope of its fiber expansion to even more residents and businesses. Frontier is currently placing fiber broadband in adjacent Rush County in the City of Rushville and expects to complete this work in Q4 of 2024. Frontier offers fiber broadband ranging from an affordable 200/200 Mbps service to symmetrical 5 Gbps broadband service, with Frontier’s symmetrical 1 Gbps being its most popular flagship offering. Frontier participated in the Affordable Connectivity Plan (ACP) and continues to participate in the federal Lifeline program, which provides a \$9.25 monthly broadband service credit for qualifying low-income households.



Frontier regularly updates its product offerings and frequently runs promotions. Frontier's suite of residential and small business fiber product offerings are all symmetrical with no data caps for residential customers and all exceed the minimum 100/100 Mbps service requirement. The proposed speed tiers available to residential locations are: 200/200 Mbps, 500/500 Mbps, 1/1 Gbps, 2/2 Gbps, and 5/5 Gbps. For small businesses, Frontier provides 500/500 Mbps, 1/1 Gbps, and 2/2 Gbps service offerings. In addition, Frontier offers fiber services on an individual case basis (ICB) to commercial customers, including enterprise, institution, and government customers.

- *Brief explanation as to why the Respondent is interested in this RFP and expanding its broadband service offerings into or within the County, and how such network expansion fits within Respondent's broadband footprint.*

RESPONSE:

RFP Interest & Service Expansion

The RFP and BEAD-assisted expansion is a strong complement to Frontier's broader self-funded initiative to modernize its legacy copper infrastructure and transition to a fiber network. As a current provider in the community, a partnership with Shelby County to secure BEAD funding and expand fiber throughout more of the county will ensure more residents have access to world class fiber services. Frontier is a strong partner for the County as it has existing infrastructure (e.g., environmentally controlled buildings, conduit and poles) and personnel in the community to help fiber deployment projects proceed smoothly and to service customers.

Frontier is eager to partner with Shelby County to ensure that the County is best positioned to meet the current and future broadband needs of its residents, businesses, and anchor institutions and provide a foundation for Digital Equity. Frontier is prepared to invest its capital, in combination with a local public contribution, to build a premium symmetrical gigabit speed fiber-to-the-premises network that supports high-quality voice and data services. Frontier is confident that, by combining forces, it and Shelby County can secure BEAD funding needed to bring fiber to more of the community.

_____ r broadband services to _____
_____ locations in Indiana and continues to invest and upgrade its Indiana network. Frontier's investment in Indiana is ongoing as it focuses on meeting the growing demand for reliable and fast fiber connectivity, delivering a high-quality customer service experience, and expanding access to high-speed, fiber-optic broadband service. Frontier has a proven history in building and operating FTTP networks and offering premier gigabit broadband services. This expertise is demonstrated by the addition of



approximately 638,000 fiber locations in 2021, 1.2 million locations in 2022, 1.32 million fiber locations in 2023 and 710,000 locations in the first half of 2024.

Frontier is uniquely positioned to partner with Shelby County and has extensive experience with deploying and operating XGS-PON networks. Specifically, the expansion of broadband service offerings into or within Shelby will extend symmetrical multi-gigabit FTTP infrastructure to unserved or underserved residences and businesses. On an FTTP network, Frontier is able to offer residential locations symmetrical speeds up to 5 Gbps and small businesses symmetrical speeds up to 2 Gbps. FTTP also supports the service needs of medium and enterprise businesses.

Frontier Broadband Expansion

Frontier's expansion initiative is ensuring that more Indiana residents and businesses enjoy a superior internet experience through leading fiber infrastructure. Frontier's fiber network can readily deliver the high bandwidth connectivity needed for remote work, online education, high-definition streaming, smart home integrations, and other applications that rely on a high-performance broadband connection.

As a longstanding Incumbent Local Exchange Carrier ("ILEC") and experienced provider of broadband services, Frontier has an existing, decades-long presence in Indiana. It also has the existing infrastructure/physical assets, personnel, technical and management expertise, network monitoring and customer support resources to ensure that Frontier can provide reliable services at competitive rates, not only at project completion, but well into the future. Frontier intends to align fiber expansion in Shelby County with its broader fiber expansion initiative. This will make symmetrical 5 Gbps fiber service more available in the region and support a more robust local and regional economy. As it continues to Build Gigabit America and pursues BEAD-assisted expansion, Frontier will continue to leverage its extensive expertise in planning and designing to ensure optimal network architecture and performance.

- *Partners or outside vendors that will be utilized to complete any portion of the Project. If a subcontractor or partner will be responsible for any portion of the services, Respondent should identify its plan for replacing the subcontractor or partner if: (1) the subcontractor or partner's services are unsatisfactory to the County, and/ or (2) they no longer are the subcontractor or partner. Be advised that the Commissioners must be notified of any replacement subcontractor or partner in advance of such subcontract or partner commencing any work related to the Project.*

RESPONSE:

Frontier Vendor Selection



Frontier has not pre-selected a specific vendor for expansion in Shelby County—it makes these decisions closer to the time of project initiation. This ensures that its vendors have the current capacity and capability to complete fiber projects. Frontier has established relationships with vendors experienced with construction and fiber deployment throughout Indiana. This vendor pool provides support for detailed engineering, required permitting activities, and outside plant (“OSP”) construction.

Vendor Compliance and Replacement

For each fiber project, Frontier enters into a formal legal relationship with its vendors that requires vendors to conform to all applicable state laws, codes, regulations, and permit specifications. Frontier executes a project-specific statement of work that includes detailed construction standards and required continuity testing for all fiber projects. Construction inspectors actively monitor vendor performance through a variety of oversight measures. These measures include regular document and plan reviews, field inspections, and testing. Testing occurs throughout a project and following the conclusion of construction/contracted work activities.

Moreover, Frontier's Sourcing Team has an established and tested process to identify and vet construction vendors to ensure that the company has sufficient construction capacity to support both its private FTTP builds and all grant-funded activity. Through this process, Frontier can confirm the availability of construction resources for upcoming fiber projects, regardless of funding source. In addition, Frontier has sourcing contracts with a variety of outside-plant and inside-plant material vendors to meet forecasted needs. Frontier regularly reassesses this pool of vendors and, should a vendor's services prove unsatisfactory, augments it as needed.

B. Respondent Experience and Partnerships

- *Overview prior experience designing, planning, constructing, financing, operating, and/or maintaining infrastructure and projects like the project for the County. Respondents are further required to provide a narrative, including references and any measurable benefits, for any similar projects to that which the Respondent is proposing for the County.*

RESPONSE: Frontier's skilled and credentialed workforce has extensive experience designing, planning, constructing, financing, operating, and maintaining similar projects, including projects that involved grant funding. Frontier is an experienced provider of fiber broadband, with the technical qualifications and proven ability to execute and operate the proposed project in a competent manner using an appropriately skilled and credentialed workforce. Frontier and its affiliates have been in business for nearly 90 years.



[REDACTED]

In addition, the company is currently installing fiber broadband in neighboring Rush County, specifically in the City of Rushville, with completion expected by Q4 2024.

The reference for Frontier's current project in the City of Rushville is:

Ron Jarman, Rush County Commissioner

[REDACTED]

- *Overview and resumes for Respondent's executive team and any individuals who will be directly involved in the proposed Project in the County.*

RESPONSE:

Please see below for an overview of Frontier's Executive and Local Team. Resumes for the individuals who will be directly involved in the project are provided in Attachment A.

Executive Team

Frontier has an experienced and knowledgeable staff, and tested and refined processes in place, to successfully deploy and manage its fiber broadband network. Frontier's Indiana operations include local technical and operational personnel, who are supported by centralized management personnel. Frontier is led by President and CEO Nick Jeffery and Executive Board Chair John Stratton. Their combined 50 years of telecommunications leadership ensures Frontier's readiness to navigate the complexities of broadband expansion efforts.

Mr. Jeffery has nearly 30 years of expertise and leadership in the telecommunications industry. At Frontier, Mr. Jeffery established and leads Frontier's Building Gigabit America mission, which has enabled Frontier to offer fiber broadband service to over seven million locations nationwide to date. Under his leadership, Mr. Jeffery has brought together a high caliber Executive Team of strategy, commercial, consumer, telecommunications, and technology experts that has transformed Frontier into America's largest pure-play fiber provider.

Frontier's Chief Network Officer (CNO) Veronica Bloodworth is a key member of the Executive Team and is orchestrating Frontier's planning, design, construction, and maintenance of its national fiber network. She has more than 31 years in the telecommunications sector and served as AT&T's Senior Vice President of Construction



and Engineering. Since 2021, under her leadership, Frontier has built a record number of fiber passings and recorded its best quarter yet in Q2 of 2024, with 388,000 fiber passings.

Regional Team

Director of Operations, Benjamin Schlichter, and Joseph Sarll, Director of Construction & Engineering, together contribute four decades of industry experience to ensure the efficient deployment of fiber-to-the-premises infrastructure and the seamless execution of network expansion and operations. Mr. Schlichter leads the Operations teams responsible for meeting customer due dates and network maintenance. With 18 years of experience in managing broadband infrastructure projects, Mr. Schlichter brings on-the-ground experience as a fiber splicer and installation technician with Verizon. In his 14 years with Frontier, Mr. Schlichter has served as the Local Manager, managing fiber/copper service and construction technicians in Fort Wayne, Indiana, and has held his current role of Director of Operations since 2016.

Mr. Sarll has over 20 years of experience in the telecommunications industry focused on delivering voice, data, and video services to customers across the United States. Mr. Sarll has been instrumental in deploying complex broadband networks in his 19 years with Frontier, on time and on budget, including fiber-to-the-premises projects in Indiana. He is responsible for all outside plant (OSP) engineering and construction in the state and manages three local managers and 21 technicians. Mr. Schlichter and Mr. Sarll have a proven history of successfully deploying and operating fiber projects of assorted sizes and leading large teams across the state.

Executive Administration Team

Diane William-Stinson, Allison Ellis, and Craig Hiller lead teams responsible for grant administration, community outreach and post-award compliance.

Ms. Williams-Stinson, Vice President, Grant Administration, has 32 years of engineering, construction, finance, broadband deployment, and project management expertise. The Grant Administration team has successfully secured federal, state, and local grant funding to deploy high-speed broadband services. Under Ms. Williams-Stinson's leadership, Frontier has been awarded over \$160.4 million in grant funding to deliver fiber to communities in Frontier's 25-state footprint since 2022.

Ms. Ellis, Senior Vice President, Business Development and Fiber Partnership, has over 25 years of regulatory affairs, compliance, and business development experience in the telecommunications industry. Her team engages communities to address their fiber needs and secure local funding and in-kind support for fiber projects.

Mr. Craig Hiller, Director Broadband Grants, is responsible for all post-award project management activities including partnering with planning, engineering, and construction



teams, compliance reporting, capital budget management, and subsidy reimbursement. He was responsible for successfully overseeing Frontier's CAF II deployments across its national footprint.

C. Respondent Proposed Build-Out and Network Operations

- *Proposed wireless and fiber network architecture, including, if applicable: the incorporation of existing vertical assets through mutually agreeable lease arrangements with the County and the construction of new vertical assets, as needed.*

RESPONSE:

Frontier proposes to build a fiber network. Frontier uses XGS-PON (10-Gigabit Symmetric Passive Optical Network). XGS-PON is widely regarded as the most advanced broadband infrastructure available, often described as "future-proof" due to its high bandwidth capacity, scalability, and adaptability for future upgrades. Frontier's network is designed with scalability in mind, allowing it to seamlessly support symmetrical speeds of 25 Gbps and 50 Gbps. In July 2024, in collaboration with Nokia, Frontier became the first company in North America to successfully trial simultaneous broadband speeds of 100 Gbps, 50 Gbps, 25 Gbps, and 10 Gbps on its existing infrastructure. This result demonstrates that a community's investment in XGS-PON networks will ensure that the funded network is positioned to readily meet future data demands without costly and disruptive future construction.

Frontier's proposed network architecture provides robust transport connections to support wireless operations within the community. While Frontier does not directly offer wireless services, Frontier's network enables seamless connectivity by providing the necessary transport infrastructure on which wireless service providers rely to service their customers. In fact, Frontier currently provides the necessary connectivity to hundreds of cell towers in Indiana supporting the mobile service offerings of major wireless carriers.

- *If the Respondent is proposing a fiber solution, please further detail: (1) whether the network will be Gigabit Passive Optical Network ("GPON") or Ethernet Passive Optical Network ("EPON"), or otherwise; (2) whether the fiber infrastructure will be provided to the home ("Fiber-to-the-Home" or "FTTH")/ to the premises ("Fiber-to-the-Premises" or "FTTP"), to the node ("Fiber-to-the-Node" or "FTTN"), or other; (3) the total number of strands proposed in the network; and (4) how many of said strands will be allocated to the County for its use.*

RESPONSE:

(1) Frontier uses an XGS-PON (10-Gigabit symmetric Passive Optical Network) architecture, initially offering symmetrical broadband speeds up to 5 Gbps. This network



has the flexibility to scale to 10 Gbps symmetrical as built and can easily support higher speeds using the same fiber. XGS-PON is a shrewd investment because increases in capacity and performance can be economically achieved as data needs evolve. XGS-PON technology is designed to exceed the stringent performance requirements necessary for modern broadband services, resulting in latency metrics that far surpass consumer application standards.

(2) Frontier’s FTTP fiber solution will benefit County residents, businesses, community institutions, government, overall economic development, and catalyze local innovation.

(3) The size of fiber strands is determined in the detailed design and engineering phase and is dependent on multiple variables. In general, Frontier’s networks incorporate distribution and feeder fiber sizes ranging from 144 to 288 count. Frontier commits to deploy the fiber necessary to support the proposed multi-gig services.

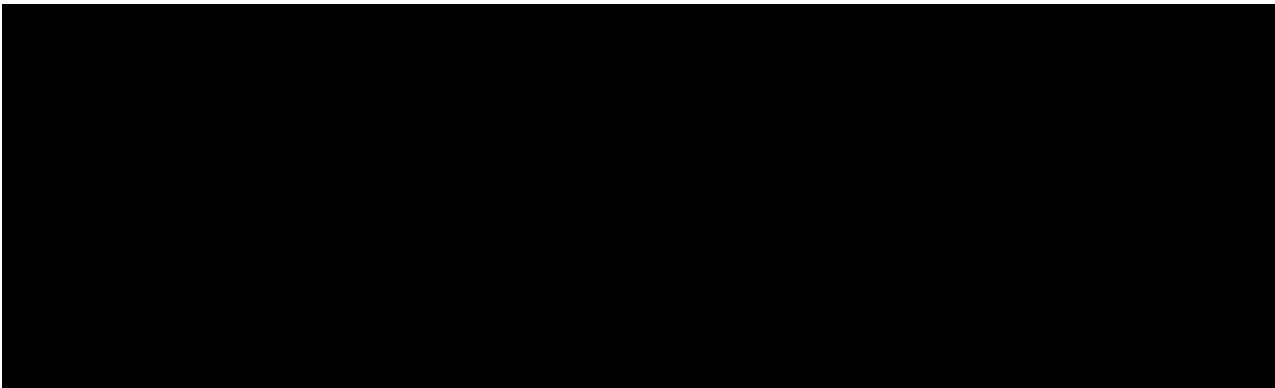
(4) Frontier actively makes its network services available on a wholesale basis and is open to discussions with the County about making fiber strands available to it for governmental and economic development use under an Indefeasible Right of Use (“IRU”) arrangement, a contractual agreement that would grant the County an unchallengeable right to use specified fiber optic strands for governmental and economic development use for a predetermined period of time.

- *Proposed phases, cost, and estimated timeline for each phase, if applicable; and estimated cost and timeline for full Project completion.*

RESPONSE:

Please consult Attachment B for a detailed project schedule. The project would begin upon sub-grantee contract execution for the BEAD program. Engineering work generally begins as soon as grant award documentation is fully executed. When engineering work is complete, the project will proceed to the construction phase. FTTP locations will be opened for sale on a rolling basis as construction phases are completed. The total project timeline is approximately 36 months after award execution.

Estimated project costs for each stage of the project are contained in the chart below.



- *Respondent should fully detail the information and/ or support that would be required from the Commissioners in order to meet the proposed timelines, including, but not limited to financial contribution, permits, consents, approvals, authorizations; access to available assets including fiber, conduits, real estate, and/ or vertical assets; public outreach and education campaigns; and network testing. "*
 - *If Respondent is seeking financial contribution from the County, it must detail what percentage this constitutes of the overall project cost.*
 - *If Respondent is seeking access to the County-owned assets, it must provide a list of the asset(s) and cost or improvements that it is willing to contribute in order to be granted access to such asset(s).*

RESPONSE:

County Collaboration

Frontier’s 5 Gbps symmetrical offering provides the best-in-class broadband service with affordable pricing. Frontier seeks to work in collaboration with the County throughout the entirety of the fiber project lifecycle. This collaboration includes but is not limited to, identifying unique customer needs in the grant-eligible project area, securing letters of support from local government leaders and other stakeholders, and fiber awareness and adoption efforts once construction is complete.

For BEAD applications, local financial support not only demonstrates community support but also can make expanded fiber projects financially viable.

Frontier is committed to communicating with the County during construction to help expedite the permitting process, reduce project costs (thereby expanding the potential reach of the project), and expedite deployment. If the County has any conduit available for use by Frontier, it will help reduce disruption to rights-of-way.

- *Any supply chain and/or labor needs or issues upon which the timeline is contingent. The Respondent shall further provide its plan for training and staffing of the Project to overcome any labor shortages.*



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RESPONSE:

Supply Chain and/or Labor Needs

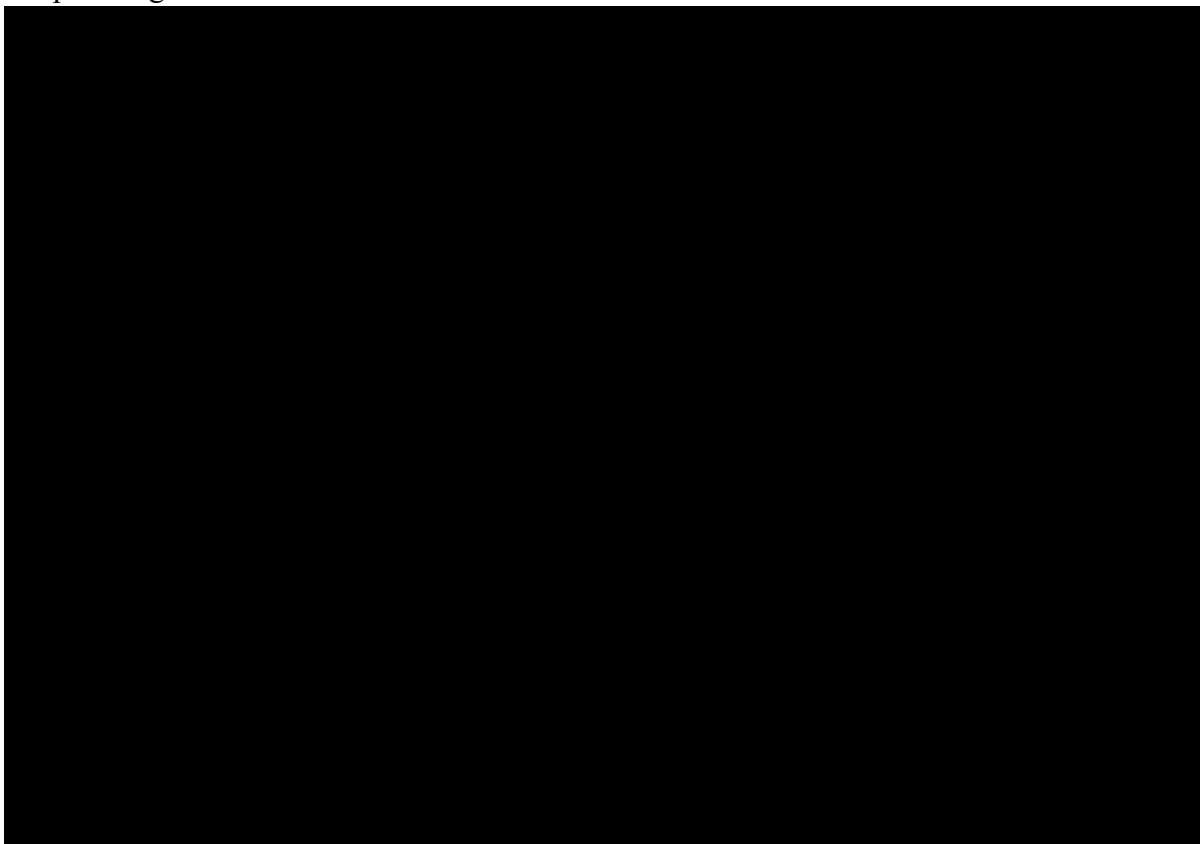
Frontier is confident in its supply chain and contractor arrangements and has not identified any supply chain and/or labor issues on which the timeline is contingent. Frontier's wide network of established vendor relationships ensures that it has access to the resources needed to complete fiber projects, including materials and manpower.

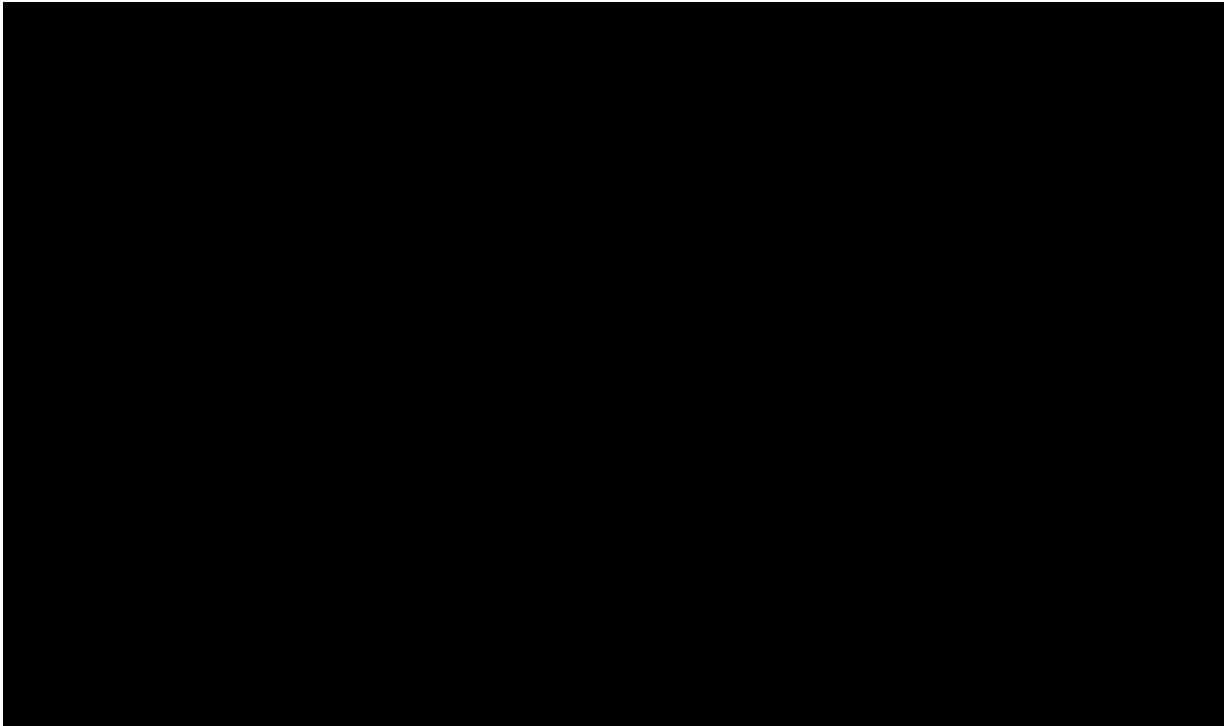
Frontier Staffing

Frontier uses an appropriately skilled and credentialed workforce to complete fiber projects efficiently and safely. Frontier takes proactive steps to eliminate labor shortages and ensure that its fiber deployment is completed by a suitably skilled workforce. These steps include in-person, online, and on-the-job training for specific job titles and mandatory annual safety training. Frontier encourages its employees to develop skills by offering stackable credentials and tuition assistance. Stackable credentials are classes that cover specific topics that can be used towards earning a degree, certificate, certification, or as part of a development plan. Programs cover topics such as project management, cybersecurity, and business. Team members must remain up to date on required credentials and licenses.

Frontier Training

Learning and development play a pivotal role in the long-term growth of Frontier's workforce. As such, Frontier aids employees in attaining the knowledge and skills necessary to navigate an evolving work environment. Frontier consistently invests in upskilling its workforce.





Building on existing programs, Frontier has crafted training to ready technicians for fieldwork. When complete, Frontier technicians earn the Fiber Optic Network Specialist Certification documenting their exceptional competency and readiness to work.

In addition, Frontier has developed a comprehensive project management approach that delivers key milestones, budget management, and the ability to leverage internal expertise, operational synergies, and economies of scale. Frontier's project management approach includes cross-functional collaboration between Engineering, Construction, Marketing, and other central roles to provide sightlines to project progress and support efficient completion of grant-funded projects. Frontier's vast experience enables early mitigation of project complications, prompt response to unexpected events and contingencies, efficient implementation of plan revisions when needed, and thorough communication with stakeholders.

- *Scalability of the proposed Broadband Infrastructure as residential, commercial, and institutional bandwidth demands in the County continue to increase.*

RESPONSE:

Network Scalability

Frontier utilizes XGS-PON (10-Gigabit Symmetric Passive Optical Network) for its network. XGS-PON is widely considered the most advanced form of broadband

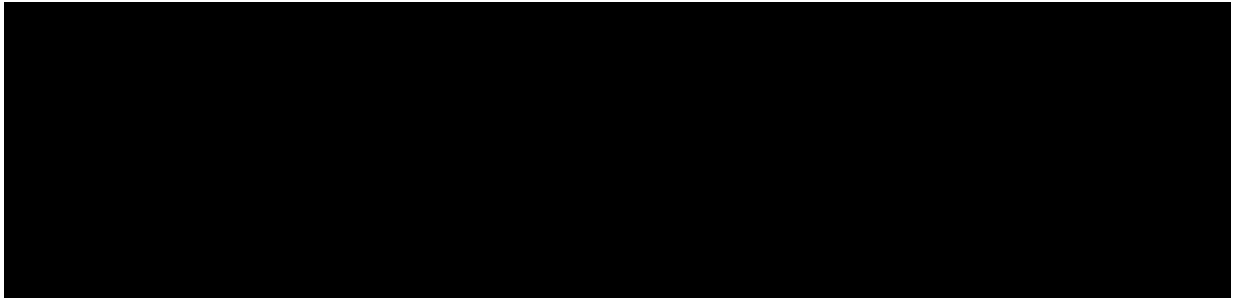


infrastructure available and is frequently described as "future-proof" because of its high-capacity bandwidth, scalability, and readiness for evolution. Designed with future scalability in mind, Frontier's fiber network can easily support 25 Gbps and 50 Gbps symmetrical speeds. In July 2024, Frontier, in partnership with Nokia, became the first company in North America to successfully trial record-breaking broadband speeds of 100 Gbps, 50 Gbps, 25 Gbps and 10 Gbps simultaneously, on its existing network. This provides further proof that Frontier's XGS-PON is a prudent investment because, as data needs evolve over the next 20+ years, increases in capacity and performance can be readily and economically achieved through the addition of new and/or upgraded electronics, rather than costly and disruptive major construction.

- *Whether the Respondent currently owns and/ or operates broadband infrastructure within the County and how would such infrastructure be contributed to the Project.*

RESPONSE:

Use of Existing Infrastructure

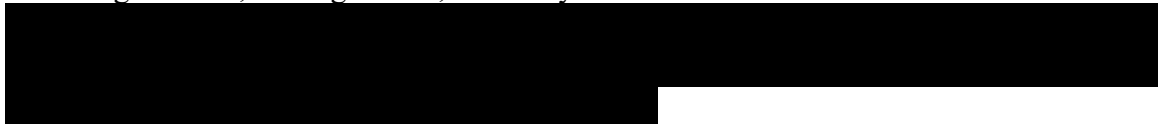


- *How the Respondent will ensure open access of the Broadband Infrastructure. What carriers, ISPs, data centers, etc. are currently utilizing the Respondent's network(s) within the County or otherwise.*

RESPONSE:

Open Access

Frontier routinely engages with other businesses and providers to lease capacity to them on a wholesale basis. In addition, Frontier complies with applicable federal and state requirements, such as those pertaining to interconnection and collocation. For example, the following carriers, among others, currently interconnect to Frontier's Indiana network:



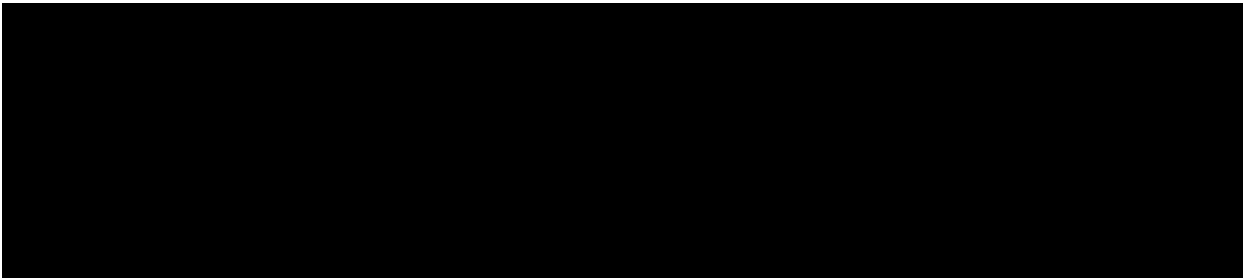
- *How does the Respondent ensure user protections and the security of its network?*



RESPONSE:

User Protection and Network Security

Frontier has established processes designed to identify, assess and manage material risks from cybersecurity threats. Cybersecurity risk management is embedded in the annual enterprise risk management (“ERM”) process, which is jointly administered by Frontier’s Chief Financial Officer and the head of Internal Audit. As part of the ERM process, senior management annually, or more frequently as necessary, identifies, assesses and evaluates enterprise level risks.



In order to manage identified cybersecurity risks, Frontier evaluates a range of treatment options to determine the appropriate investment requirements and remediation options for effective monitoring, mitigation and treatment. Periodic monitoring, self-assessment and reporting to the Audit Committee are performed by senior management to evaluate, among other things, the effectiveness of mitigation strategies in minimizing or managing identified risks. In addition to critical risk management, Frontier continuously works to upgrade its existing technology systems, enhance overall security posture and provide employee training around constantly evolving cyber risks.

In addition, Frontier engages outside providers to monitor and report potential breaches of its network, conduct periodic internal and external penetration testing, and assist in the ongoing evaluation and enhancement of Frontier’s cybersecurity preparedness and protocols.

- *Any Respondent awarded under this RFP shall deliver initial service of at least 100 Mbps download/20 Mbps upload and scalable to 100 Mbps download and 100 Mbps upload (“symmetrical”) service to end-users in the County. It is the County’s expectation that any selected Respondent be able to offer 100 Mbps download and 20 Mbps upload within two (2) calendar years following start of construction. Please detail how the Respondent ensure that the requisite broadband speeds are delivered to end users and provide information of such speeds to the County and/or such users.*

RESPONSE:



Network Speeds

Frontier solely deploys fiber infrastructure, which provides FTTP connectivity that delivers symmetrical gigabit speeds. Frontier's low latency fiber services support real-time interactive applications and allows multiple users in the same household to upload and download simultaneously. This technology currently offers symmetrical broadband speeds up to 5 Gbps over a 10-Gigabit-capable passive optical network (XGS-PON) (ITU-T G.9807.1) technology, far exceeding the County's requirements. XGS-PON is a superior connectivity technology that supports the bandwidth-intensive internet services and applications on which consumers and businesses increasingly rely.

Ensuring Speeds are Delivered

Frontier's experience delivering gigabit broadband service to residential and business customers provides reassurance that Frontier can deliver the required services and support customers on the funded fiber. Frontier has deployed and operates extensive fiber networks throughout Indiana, including in neighboring Rush County, and across its 25-state footprint that are secure, dependable, and efficient.

Community Awareness

Frontier utilizes a variety of communication channels to alert the public about new fiber broadband service availability, Frontier's speed options, and to advertise its projects. In general, Frontier expects to utilize past-proven outreach campaigns to raise community awareness and drive adoption of deployed broadband services. These efforts involve collaboration with community-based organizations, local consortiums, and local officials. Additionally, Frontier partners with state and local social service agencies, schools, food banks, senior centers, libraries, and/or other Community Anchor Institutions to promote the availability of low-income offers. Frontier also utilizes direct mailings to Lifeline subscribers to raise awareness about low-income, affordable service options. Finally, Frontier's public awareness campaigns use local newsprint, outdoor signage, and/or media ads.

Frontier welcomes close cooperation with the County and Commissioners to ensure that relevant County employees are readily apprised of available network speeds.

- *What percent of the County residents will be served with 100 Mbps download/ 20 Mbps upload, or greater, broadband service upon completion of the proposed project? What percentage of the County residents will be served with 100 Mbps download/ 100 Mbps upload symmetrical, or greater, broadband service upon completion of the proposed project?*



RESPONSE:

Percentage of County Residents Served

100 percent of all customer locations in the fiber project area have the ability to order and receive fiber broadband service tiers up to 5 Gbps symmetrical, far exceeding the request for 100/100 Mbps service.

- *Respondent shall explain network monitoring and customer support/ customer service protocols, including network redundancy, short- and long-term maintenance and upgrades to the proposed network.*

RESPONSE:

Network Monitoring & Maintenance

Frontier's Network Operations Center (“NOC”) monitors network operations and equipment 24/7/365 and, as usage fluctuates, the network is adjusted so as not to degrade customers' experience. The seven Network Operations Centers (NOCs) are located in Florida, Virginia, Texas and India (Nokia). Three of the NOCs are dedicated to monitoring the data network, two monitor the transport network, and two monitor the switching network.

Optical Network Terminations and Residential Gateways send “heart beats” to the network advising whether they are connected. Frontier relies on the timing and grouping of failed heart beats to determine service interruptions. Frontier uses machine learning to assist in managing the hundreds of millions of data artifacts needed to analyze and develop actions. This automated system creates a ticket for the NOC to investigate and issue a dispatch ticket.

When a network alarm is received, a NOC employee attempts to access the relevant equipment remotely to determine if additional information can be obtained and to attempt resolution. If remote access is not feasible, the NOC creates a ticket for field technician dispatch and works with the field technician as needed to resolve the issue. Additional resources are available as needed, whether central office technicians, construction and/or escalation to the equipment manufacturer. Major outage notifications are posted on Frontier's website: www.frontier.com. Frontier's average network reliability is 99.98% (network uptime), which equates to an average downtime of only 1.75 hours per year.

Customer Support

Frontier's experienced customer representatives are available 24/7/365 for technical support via phone and online chat. Frontier provides various customer support services, including technical support and training resources. These services assist customers with



questions and concerns about broadband services, including automated troubleshooting. Frontier has also developed an extensive library of technical and support articles, available on its online support page. The library contains resources to assist customers with many common activities, such as installation of new equipment, resetting passwords, how to use email, and reporting and monitoring service outages. Frontier also collaborates with and supports community leaders with community-initiated outreach initiatives.

Redundancy

Frontier's XGS-PON network incorporates physical route diversity and redundancy features, resulting in a fiber service reliability year-to-date of 99.98%. This reliability percentage equates to an average aggregate downtime of 1.75 hours per year.

Future Upgrades

Frontier's XGS-PON network is capable of offering symmetrical 10 Gbps speed as built. In the short term, Frontier's network is capable of offering symmetrical 25 Gbps and above with electronics/card upgrades. In July 2024, Frontier, in partnership with Nokia, became the first company in North America to successfully trial record-breaking broadband speeds of 100 Gbps, 50 Gbps, 25 Gbps and 10 Gbps simultaneously, on its existing network. This provides further proof that Frontier's XGS-PON is a prudent investment because, as data needs evolve in the long-term over the next 20+ years, increases in capacity and performance can be readily and economically achieved through the addition of new and/or upgraded electronics, rather than costly and disruptive major construction.

D. Public Investment

- *Respondent shall include the public investment amount requested of the County.*

RESPONSE:

Public Investment

Frontier proposes to deploy FTTP to [REDACTED] locations within Shelby County through a combination of its investment of private capital and public contribution. Frontier anticipates contributing [REDACTED] towards the project and seeks an investment of [REDACTED] in grant funding, comprised of both local funding from the County and BEAD funding. Leveraging Frontier and Shelby County funding for a BEAD grant would expand the scope of the proposed project and potentially reduce the required level of funding by the County.

- *Revenue-share opportunities for the County from the project are considered secondary to the County's priorities. However, Respondents should include any proposed revenue-share*



opportunities in sufficient detail for the Commissioners to analyze the potential benefit prior to issuing award under the RFP.

RESPONSE:

Revenue Sharing

There are numerous costs associated with owning, operating, and managing an FTTP network making it beneficial for Frontier to maintain ownership and responsibility for maintenance, facility locates, relocation and repair of the fiber assets. Frontier is prepared to assume 100% of the significant and ongoing costs of operating, maintaining, and servicing customers and upgrading the network.

Frontier is also prepared to address the County's connectivity needs among County locations for governmental purposes such as through an IRU of dark fiber. Frontier offers to meet with the County to identify and to agree upon desired locations and specific terms of this arrangement.

- *If applicable, Respondent should describe additional funding opportunities that could support its efforts with the County (for this project or others in the future).*

RESPONSE:

Additional Funding Opportunities

Frontier is evaluating its participation in the BEAD program when and as required information becomes available. At this time, Frontier has not yet determined whether or the extent to which it will participate in the BEAD program in Indiana and is unable to provide information about the estimated number of locations, project costs, or match. Frontier intends to comply with BEAD program requirements, including providing financial documentation that demonstrates its ability to fulfill the requirements of any awarded grant.

E. Respondent Existing and Future Operations within the County

- *Please provide the currently underserved, unserved, and unfunded locations to be cited, and separately include any currently served/funded locations to be covered.*

RESPONSE:



Locations to be Served

Frontier proposes to deploy the fiber needed to serve ■■■ unserved and ■ underserved residents and small businesses primarily in the Shelby County communities of Gwynneville, Manilla, Morristown and Shelbyville.

- *If existing operations, Respondent shall identify and describe current Respondent office(s) and/ or staff within the County. If so, please provide the address of the office and/ or number of staff in the County. If not, please provide the address of your closest office location to the County.*

RESPONSE:

Current Offices

Frontier has one Central Office located on Midway Street in Morristown, Shelby County. Frontier central offices are the hubs where facilities and fiber infrastructure start in the region. Frontier COs sometimes house permanent offices but often have employees, such as field technicians and local operators, that report in on a routine basis.

Frontier also has dedicated call centers positioned on a global and national level for customer support. The closest dedicated Frontier call center is located in Beckley, West Virginia.

- *If existing operations, Respondent shall identify and describe middle mile infrastructure currently owned, leased, or otherwise used by the Respondent in the County. If additional middle mile construction will be needed in order to provide the project contemplated herein, Respondent should detail such construction, including projected cost and timeline by phase, if applicable. Respondents shall further detail what proportion of such cost they would seek from the County Commissioners as a contribution to the total project deployment.*

RESPONSE:

As an existing provider of telephone and copper broadband services in the project area, Frontier has extensive existing assets such as land, Central Office buildings, power systems, huts, poles, conduit, rights of way (ROWs), supplies on hand, work vehicles, etc., that it will leverage to ensure the lowest possible total costs for this project and an aggressive project schedule. The project will also leverage Frontier's existing middle mile equipment, such as Reconfigurable Optical Add-Drop Multiplexers (ROADM's), Routers, etc., when applicable.



Middle-Mile Infrastructure

- *If existing operations, Respondent shall identify and describe last-mile broadband service that the Respondent currently offers in the County, as well as what entities use and are permitted to use such service the County (e.g., residents, businesses, government, etc.) and the length of time that such service has been available within the County.*

RESPONSE:

Current Last-Mile Broadband Service

Frontier is a current provider of both copper voice and broadband services within the County. Frontier has been offering internet service to residents, businesses, and government entities in the area for over 20 years. Additionally, Frontier has provided telephone services to the County for more than 90 years, demonstrating a long-standing commitment to a reliable telecommunications infrastructure in the region.

- *Please provide speed to deployment in the County, and if existing infrastructure, please provide deployment speed history.*

RESPONSE:

Deployment Speed

In general, Frontier anticipates that any fiber project will take more than 24 months. The precise timeline for a funded-fiber deployment depends on the timing of the grant award and grant requirements. Frontier is unable to commit to a specific deployment timeline at this time but expects that the Shelby project will take approximately 36 months to be completed. Frontier utilizes existing infrastructure and deployment techniques designed to streamline and expedite deployment.

As part of the Indiana Next Level Connections Broadband Grant program, Frontier was awarded \$2,149,901 to provide its high-speed fiber network to 455 grant-eligible locations in Brookville, Elkhart, Fort Wayne, and Wawaka. These agreements were executed in late December 2022 and are on track for completion by October 2024.

- *The County's preference is to work in collaboration with the Awardee. Collaboration can take many forms. Please detail how the Respondent proposes to work with the County and the purported benefits of such arrangement for each party.*

RESPONSE:



Collaboration with the County

Frontier seeks to work in collaboration with Shelby County throughout the entirety of the proposed project lifecycle, beginning with pre-application and concluding with marketing and adoption efforts once construction is complete.

Pre-application collaboration between Frontier and the County includes identifying unique customer needs in the grant-eligible project area and describing specific benefits to result from the project. Demonstrating cooperation between Frontier and the County to address broadband needs would help secure funding for bringing world-class fiber broadband service to unserved and underserved locations in the region.

Frontier seeks County cooperation in securing letters of support from local government leaders and other stakeholders. These letters would specifically identify broadband needs and the benefits that the proposed project would bring to unserved and underserved areas of Shelby County.

Evidence of meetings with local and County government leaders will also enhance the ability to secure BEAD grant funding for fiber deployment. In addition, modest levels of local financial support demonstrates community support and will also be beneficial to securing BEAD funding for the project.

Frontier is committed to communicating with the County during construction to help expedite the permitting process, reduce project costs (thereby expanding the potential reach of the project), and expedite deployment. If the County has any conduit available for use by Frontier, it will help reduce disruption to rights-of-way. In addition, Frontier will also communicate with residents and businesses during the construction process to keep them informed of the activity, benefits of the project, and contact numbers for both construction issues and to request service.

Upon completion of the project, collaboration on the best methods of communication regarding the availability of services, especially the availability of affordable rate plans and low-income discounts, will help bridge the digital divide.

- *Respondent shall describe how the Respondent will market the Broadband Infrastructure to users in the County, once available and what assistance is expected from the Commissioners for such outreach. The Awardee shall provide clear information to end-users regarding monthly service rates and speeds supplied over the network.*

RESPONSE:

Marketing Outreach

Frontier has a history of partnering with local communities and community stakeholders to participate in and host broadband adoption and digital equity events. These events focus



on community engagement, public awareness, digital literacy, and technology training. Frontier is committed to working with County leaders to ensure that residents are aware of upcoming fiber deployment, availability of fiber services, and affordability programs.

Prior to and contemporaneous with fiber field work, Frontier partners with communities to ensure public awareness of upcoming fiber availability through a variety of customer communications channels, including targeted marketing and outreach campaigns. Frontier undertakes these same measures for grant funded projects to ensure community awareness of the project and the availability of fiber services. For example, in advance of construction, Frontier meets with local officials and permitting authorities regarding project scope and timeline. Frontier informs residents of the construction work through direct mail, door hangers, and/or local community signage prior to the start of construction in a neighborhood. These materials educate and prepare residents for what to expect throughout the construction process and provide contact information to obtain more information. Frontier conducts affirmative and direct marketing as construction is nearing completion and locations are opened for sale. Typically, Frontier uses a variety of proven marketing tools to raise community awareness of the availability of fiber broadband services, including direct mailers, local newsprint, outdoor signage, media ads, and/or local events.

Further, as part of Frontier's fiber deployment procedures, Frontier conducts outreach to community-based organizations like social service agencies, local schools, food banks, senior centers, and libraries, to partner on heightening awareness of the availability of Frontier's affordable fiber broadband options. If awarded grant funding, Frontier will also meet with local governments and chambers of commerce to furnish an overview of the project, the services to be offered, to provide project status updates and expected dates for availability of service.

- *Respondent shall describe any additional digital inclusion efforts included in the Respondent's Project.*

RESPONSE:

Digital Inclusion Efforts

Frontier partnered with Learning.com to address digital literacy through programs that provide curricula for both K-12 and adult learners. Frontier and Learning.com developed a curriculum for adult learners, which is available to communities. Frontier is prepared to work with communities to support their efforts to secure Digital Equity Act grant funding for these curricula. The adult learner curriculum is well suited for literacy programs based in local libraries, social and senior service agencies, and other community organizations serving in need populations. It can also be offered stand-alone basis for self-directed learning. The curriculum covers a wide range of digital training materials, including computer fundamentals (how to set up and use an email account, login procedures, and



browser basics), understanding and maximizing online safety (passwords, authentication, data privacy and protection), and effective use of technology and applications. More advanced topics include hardware basics, device keyboards, pointer devices, system icons, productivity icons, accessibility settings, instant messaging, video calls, social media, subscription services, and social engineering.

- *Respondent shall describe how many additional households, businesses, and institutions in the County will have access to broadband service as a result of this project, and at what speed tiers and pricing level. Among the businesses and institutions, please include any small business, elementary school, higher education institution, library, healthcare facility and public safety organization that will have increased access to broadband service.*

RESPONSE:

Proposed Locations Served by Type

The project will make fiber service available to an additional [REDACTED] locations in Shelby County primarily in the communities of Gwynneville, Manilla, Morristown and Shelbyville. There are no community anchor institutions (CAIs) in the project area. All residential locations will have the ability to choose from a suite of symmetrical fiber broadband service tiers up to 5 Gbps and small businesses will have the ability to select service tiers up to 2 Gbps. The deployed infrastructure will also support the service needs of larger medium and enterprise businesses. Please see Attachment C for a list of project locations.

- *Respondent shall describe any additional services that will be made available in the County through the Respondent's proposed project. This includes, but is not limited to, Internet of Things ("IoT") use cases such as precision agriculture, smart utility monitoring, and others.*

RESPONSE:

Additional Services Provided

Frontier's high-speed network will allow full access to the Internet of Things (IOT) to every segment of the population. High-speed symmetrical broadband service will allow businesses and community institutions in the proposed project area to offer services such as telehealth, distance learning, remote work, and video communications. These entities will also be able to achieve cost savings, and more fully serve their clients remotely. For instance:



Businesses:

High-speed symmetrical broadband service will allow businesses in the fiber project area to conduct business, serve customers, and remain competitive in today's market more efficiently and effectively. Frontier's symmetrical fiber services offer a range of connectivity capabilities that are necessary to attract new business establishments, attract employees, and facilitate the creation and success of home-based businesses. This project will allow businesses in Shelby County to offer services like video communications, entertainment applications, remote work options, and e-commerce services on a local and global basis.

Courts and legal advisors will be able to connect to and engage clients to provide legally needed services.

Additionally, local businesses will be able to achieve cost savings; expand the scope and scale of business opportunities by reaching a broader customer, vendor, and talent base; and more fully serve their customers and clients. Even businesses outside Shelby County, which might have adequate broadband service, will benefit from contacting customers and clients in the project area more effectively.

Healthcare:

Hospitals, doctors, medical clinics, and EMS services within Shelby County, such as MHP Major Hospital, will be able to access patient records, physicians, and services from across the country. They will also be able to provide telehealth services such as remote heart monitoring, remote blood monitoring, and biometric diagnostic testing to County residents and the greater area. High-speed symmetrical broadband service will also allow hospitals to achieve cost savings, and more fully serve their patients.

Students, Schools and Universities:

This exponential increase in available bandwidth will allow schools and community colleges, such as Ivy Tech, to better serve their students and their community. Teachers and students will have access to expanded information resources and administrators will be able to work more efficiently. This is particularly important for students from disadvantaged backgrounds, who may have limited access to educational resources and opportunities.

Agriculture:

The project will allow agricultural entities in the project area to utilize the latest technologies to improve operations and enhance crop production. For example, these entities will be able to monitor soil quality, control irrigation systems, map topography, guide spray rigs, and utilize electronic animal identification software to manage and track



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individual animal activity and performance. Shelby County has about 210,000 acres of prime farmland which is available for agricultural purposes. High-speed broadband will allow the area to reap the benefits of greater technology and potentially increase productivity and yield.

Other Services:

Frontier currently offers data and voice services, and partners with YouTube TV to offer video services to consumers. Frontier also offers additional complementary, value-added services such as Frontier Secure, which provides device protection, data security, and data backup services, and other offerings, which change from time to time.

F. Affordability

- *Respondent shall provide its proposed rate structure for the various end users to which service will be available through the proposed build-out. Respondents must provide one-time costs, such as Customer Premise Equipment (“CPE”) installation, and recurring costs, such as monthly service costs, for residential customers, commercial customers, and institutional/ governmental customers.*

RESPONSE:

Rate Structure

Frontier intends to make its full suite of residential and small business fiber product offerings available to all locations in the proposed project. Frontier develops its product offerings at a national level, enabling it to offer economies of scale and competitive pricing to all markets, including in smaller communities. Frontier currently offers data and voice services, and partners with YouTube TV to offer video services to consumers. Frontier also offers additional complementary, value-added services such as Frontier Secure, which provides device protection, data security, and data backup services, and other offerings, which change from time to time. In addition, Frontier offers customers the ability to pause or suspend services while on vacation.

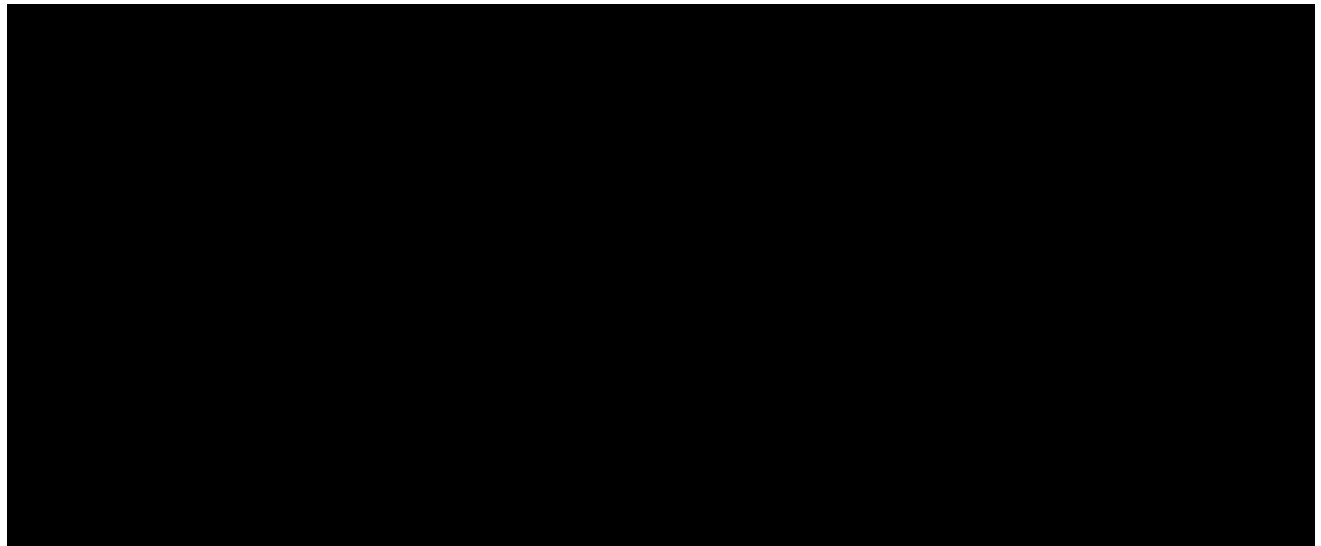
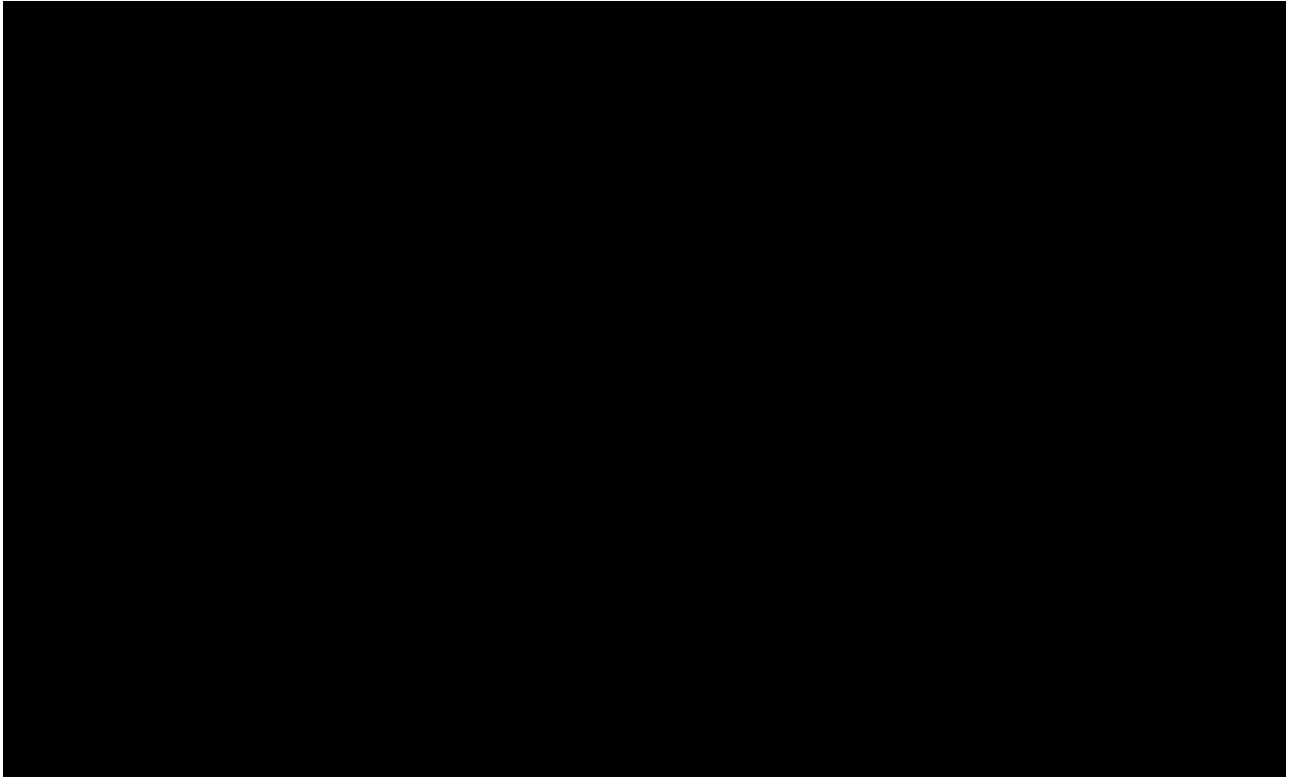
All of Frontier’s fiber broadband service offerings are symmetrical and exceed the (required) 100/100 Mbps threshold. For reference, Frontier’s broadband services currently come with one router per customer location at no charge and do not have other recurring fees such as surcharges. Frontier does not impose data caps and the purchase of other services is not required. In addition, Frontier addresses the tailored connectivity needs of commercial customers, including Enterprise, institution, and government customers on an individual case basis (ICB).

Current pricing, shown below, may occasionally vary due to promotions, offers, and other factors. Accordingly, applicable rates are those in effect at the time of customer order. Up-to-date product and pricing details for residential and small business services are posted at



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<https://frontier.com/shop> and <https://business.frontier.com>, respectively. Frontier's Terms and Conditions applicable to its products and services are posted at <https://frontier.com/corporate/terms>.



- *Respondent shall detail how it will provide its pricing structure(s) to end users and how users are notified of any changes to such pricing structures.*



RESPONSE:

Notification of Pricing Structure

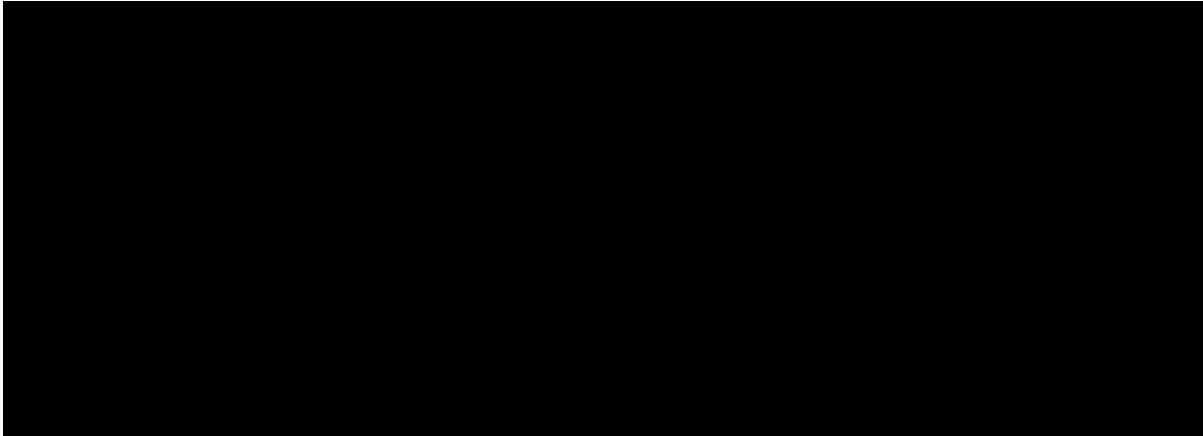
Frontier publishes its current rates available to new customers on its website at [Fiber Internet, TV & Phone Service Provider | Frontier Internet](#). Additionally, Frontier publishes a broadband consumer label that can be accessed at [Broadband Consumer Labels | Frontier Internet](#).

Any rate changes affecting existing customers are communicated through a bill message at least 30 days before the change takes effect.

- *Respondent shall describe any low-cost offers that would be made available with Respondent’s service, such as the Affordable Connectivity Program (“ACP”). NOTE: Should the Commissioners contribute a portion of the County’s ARPA funds to the Project, the Awardee will be required to participate in the ACP program, per the Federal Rules.*

RESPONSE:

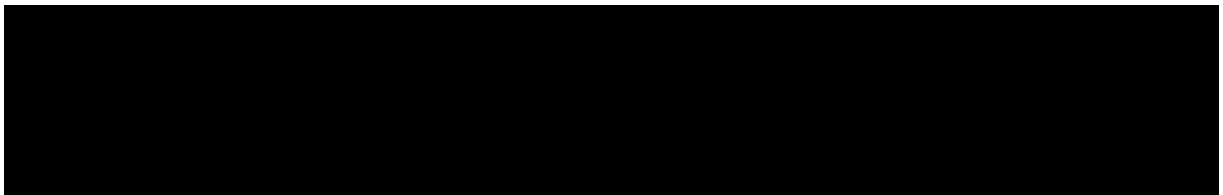
Affordable Service Offering

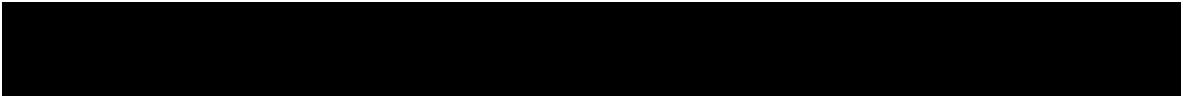


- *Please detail affordability program enrollment; specifically, what is the criterion to enroll in Respondent’s affordability program, if applicable, and what are the enrollment numbers at the time of the response submittal?*

RESPONSE:

Affordability Program





G. Innovation

- *Novel Technology Implementation – creative use of cutting-edge or hybrid technologies to improve speed, reliability, or security.*

RESPONSE:

Innovation/Speed

In July 2024, Frontier, in partnership with Nokia, successfully trialed record-breaking cutting-edge broadband speeds, delivering up to 100 Gbps alongside 50 Gbps, 25 Gbps, and 10 Gbps simultaneously on its existing network. This milestone, a first in North America, is proof of the technical superiority and future scalability of Frontier's XGS-PON technology. Frontier's XGS-PON architecture offers symmetrical broadband speeds up to 7 Gbps, with the flexibility to scale to 10 Gbps, 25 Gbps, and 50 Gbps using the same infrastructure. As demand grows, Frontier's advanced network design enables increases in capacity and performance without major construction, relying on cost-effective upgrades of electronics.

Furthermore, XGS-PON technology is designed to exceed the stringent performance requirements necessary for modern broadband services, dealing with latency metrics in nanoseconds (ns) and microseconds (μ s), far surpassing the standards required for most consumer applications. According to the ITU-T G.9807.1 (02/2023) standards, XGS-PON systems are mandated to support a maximum mean signal transfer delay of less than 1.5 milliseconds (ms) between specific network points.

Innovation/Reliability and Security

Frontier's network is reliable and secure. All of Frontier's network deployments are subject to rigorous integration and performance testing prior to any address being opened for sale. Frontier utilizes industry standard tools and procedures for these purposes and uses cutting-edge machine learning technology to assist in managing the hundreds of millions of data artifacts needed to analyze and develop actions. This automated system creates tickets for the NOC to investigate and attempt to resolve the issue remotely. The success of Frontier's established processes and procedures is demonstrated by its average network uptime of 99.98%, which equates to an average downtime of only 1.75 hours per year.

Frontier continuously innovates its network security by employing encryption and authentication technologies, storing data securely across cloud and on-premises environments, and adopting controls for vendor risk, access, and backup. It regularly



evaluates and enhances its cybersecurity strategies through monitoring, self-assessment, and reporting to ensure effective mitigation of risks. Additionally, Frontier engages external providers for penetration testing, breach monitoring, and cybersecurity preparedness, while also investing in employee training to address evolving cyber threats.

RESPONSE:

Improved Access to Underserved Areas

Frontier’s fiber projects further Indiana Broadband Office goals and priorities in several ways. Chiefly, it will provide reliable symmetrical gigabit broadband services to currently underserved areas that enable remote work, health monitoring, and education. Further, Frontier will:

- Make last-mile fiber broadband service available to unserved and underserved funded locations in the County that exceeds the State’s goal of 1/1 Gbps;
- Bring innovative, open-access infrastructure to communities that is built and deployed in accordance with industry standards to maximize interoperability and connectivity;
- Leverage current infrastructure and collaborative construction to the extent feasible;
- Further digital equity and inclusion by enabling Shelby County residents to access digital literacy training, access to telehealth services, public safety services, and other community support services and more fully engage in our increasingly digital society;
- Ensure that affordable high-speed broadband services are more readily available by offering a range of competitively priced service tiers and participating in the Lifeline program; and
- Provide a resilient and reliable premium broadband service.

In January 2023, Frontier introduced its My Fiber Site to enable consumers to express interest in fiber installation and to facilitate communication with consumers during the build-out process in their communities (www.frontier.com/myfiber). Since its launch, the platform has seen thousands of unique address qualifications—many of which were not initially eligible for fiber. By allowing consumers to register their interest, Frontier can identify and address areas of high fiber interest. Additionally, the My Fiber Site allows Frontier to connect with communities that have a high demand for fiber broadband.

- *Enhanced Customer Experience – innovations focused on improving user experience, customer service, and troubleshooting.*

RESPONSE:



Enhanced Customer Experience

Frontier is committed to enhancing the customer experience through innovative tools and processes aimed at improving customer service and troubleshooting. Frontier's customer service and support tools include technical support and training resources for customers with questions about broadband services, including automated troubleshooting. An extensive library of technical articles is available online to assist customers with common tasks, such as installing new equipment, resetting passwords, and reporting service outages. Frontier's customer service representatives are available 24/7/365 to provide additional support. This ensures a seamless experience for both residential and business customers.

For its innovative customer support and troubleshooting experience, Frontier finished in the top of the 2024 US Customer Experience.¹

- *Partnerships & Collaboration – leveraging partnerships with local entities to enhance coverage or reduce costs.*

RESPONSE:

Partnerships and Collaboration

Cooperation and collaboration between Frontier and Shelby County during the construction process will help reduce costs, expand the project scope, and expedite deployment.

- *Cost-Effectiveness – creative pricing models or cost-saving measures that maintain high service quality.*

RESPONSE:

Cost-Effectiveness

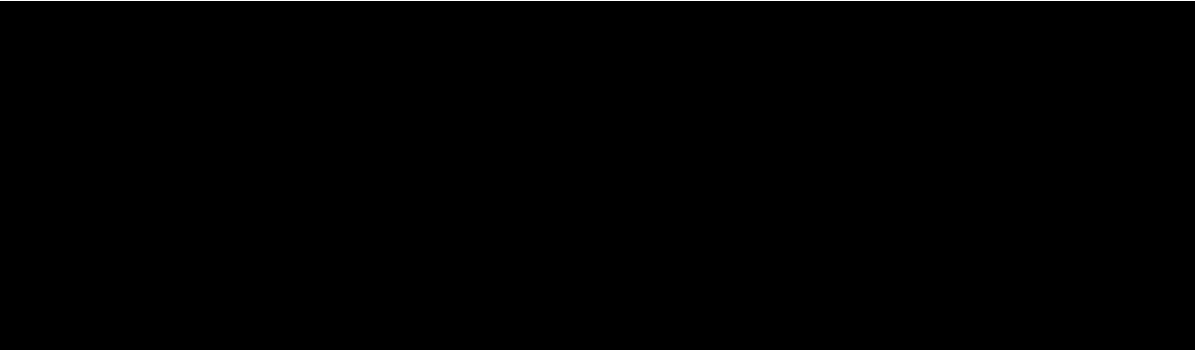
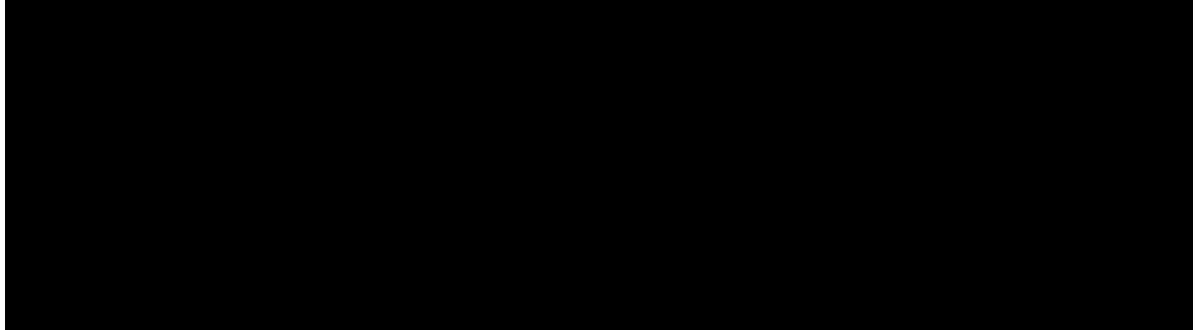
Frontier develops its product offerings at a national level, enabling it to offer economies of scale and competitive pricing to all markets, including in smaller communities. All of Frontier's fiber broadband service offerings are symmetrical and have the speed, latency, and service quality that allow multiple users in the same household to upload and download simultaneously. These service offerings also provide the necessary upload and download speeds that support the bandwidth-intensive internet services and applications on which consumers and businesses increasingly rely.

¹ [Winners and Finalists 2024 | International Business Excellence Awards 2024 \(usacxa.com\)](https://www.usacxa.com/awards/2024-winners-and-finalists)



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Frontier offers fiber broadband ranging from 200/200 Mbps service to symmetrical 5 Gbps broadband service, with Frontier's symmetrical 1 Gbps being its most popular flagship offering.



Rate Comparison

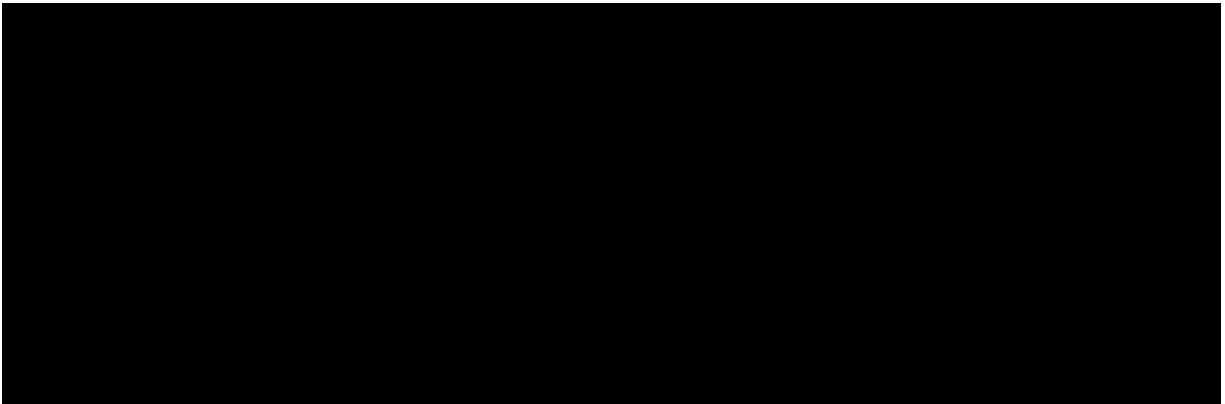


EXHIBIT F

A. Respondent and Sub-Contractor Information

1. Central Indiana Communications, Inc. DBA NineStar Communications

Ross Ferson, Vice President of Business Development, Innovation, and Technology
rferson@ninstarconnect.com

George Plisinski, Vice President of Engineering
gplisinski@ninstarconnect.com

2243 E Main St., Greenfield, IN 46140
www.ninstarconnect.com

2. As Central Indiana Communications, Inc. is a wholly owned subsidiary of NineStar Connect, a not-for-profit cooperative, it would not meet the requirements as a Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), Veteran Business Enterprise (VBE), or Disability-Owned Business Enterprise (DOBE), nor possesses the associated certifications.
3. NineStar Connect is not a for-profit corporation that serves investors and shareholders, but rather, a 'pioneering' communication, electric, water, and wastewater service provider structured as a not-for-profit cooperative. As a cooperative, NineStar Connect is owned by the people it serves in East Central Indiana and traces its 'roots' to 1895 with the founding of the McCordsville Telephone Company. In that year, Loren Helms, a telephone factory worker, strung a wire across a back fence from his mother's house to the home of his sister, Mrs. Charles Peal, and installed the first telephones in the community and shortly thereafter was extended to three neighbors and the company was founded, later becoming through additional acquisitions, Hancock Rural Telephone Corporation, rebranded as Hancock Telecom.

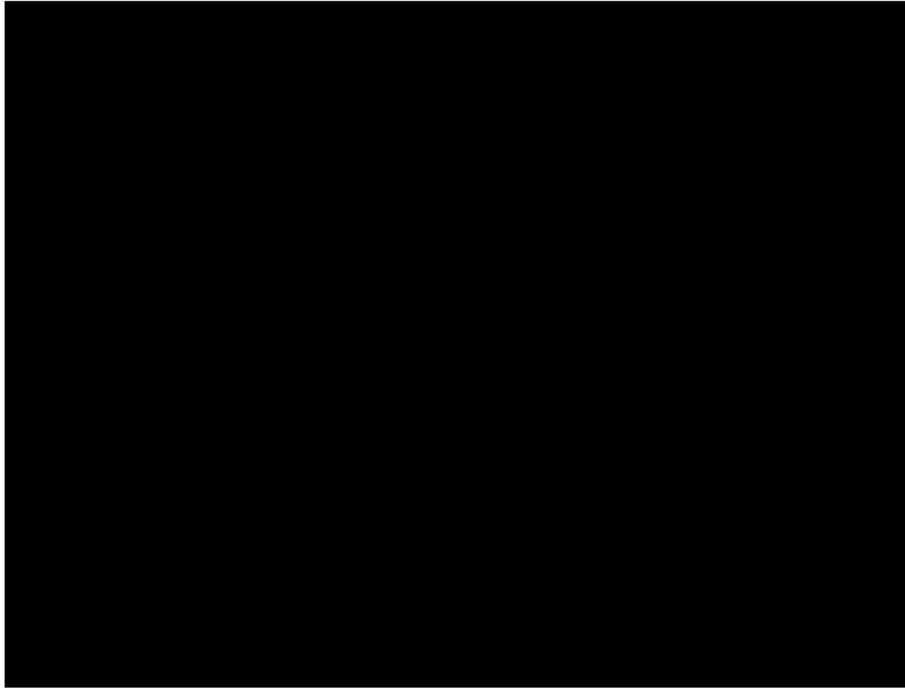
As mentioned above, NineStar Connect is not only a communications provider, but additionally provides electric, water, and wastewater services as well, with the former having nearly as long of a 'storied' history as communications. Given the ability and authority for formation by the passage of the Indiana Rural Electric Act in 1935, thirty-nine people from various Hancock County Townships was held at the Memorial Building in Greenfield to establish the Hancock County Rural Electric Membership Corporation. 'Powered' by the low-interest loans made possible by the Rural Electrification Act, a few years later in 1937 the first pole was installed and by mid-1938 the first 7 miles of electric lines were energized and later that year, 325 miles of lines were energized to 815 homes, firmly placing Hancock County Rural Electric Membership Cooperative, later Central Indiana Power on a firm initial 'footing'.

In 2010, members of the Board of Directors of both the communications and electric cooperatives began discussing merging, culminating with a vote by the membership of each entity and NineStar Connect began combined operations on January 1st, 2011, completing the just the 2nd instance of this type of merger in the United States. A few years following the merger which resulted in NineStar Connect, the Board of Directors began to recognize that electrical and fiber connectivity alone would not ensure quality

growth in the community along with quality of place and with nearly 75% of the land area within our service territories not served with public water and wastewater services, commercial and residential developers were reluctant to invest in any area that didn't have access to these vital services. In 2016, in an order issued by the Indiana Utility Regulatory Commission (IURC), authorized NineStar Connect to begin offering these services as well, and in doing so creating the first communications, electric, water, and wastewater cooperative in the United States.

Additionally, within the cooperative, Central Indiana Communications, Inc. (CICI) is a wholly owned subsidiary of NineStar Connect, housing broadband internet services and investments for the cooperative. In 1992, CICI purchased a DBS area franchise and begins offering satellite television services to a large portion of east central Indiana. In 1995, CICI was the recipient of the first competitive local exchange carrier (CLEC) license issued by the IURC, and a few short years later, towards the end of that decade, CICI was offering residents in areas surrounding the cooperative certificate of territorial authority (CTA) areas a choice in telecommunications providers. In essence, NineStar Connect is truly a 'smart' utility that brings urban-grade fiber optic and utility infrastructure solutions to Indiana's most rural communities.

4. CICI, once again a wholly owned subsidiary of NineStar Connect, is a leading provider of broadband services in East Central Indiana with over 129 years of experience in the telecommunications industry. We have successfully implemented broadband projects in urban, suburban, and rural areas of 14 Indiana Counties, utilizing various technologies to meet the unique needs of each community and given the universality of fiber-optic infrastructure in transmitting data, have experience with its utilization to support advanced metering infrastructure (AMI), supervisory control and data acquisition (SCADA), distribution automation (DA), public wi-fi systems, remote monitoring, etc. beyond high-speed internet connectivity. Through the sum of cooperative, CICI, and partnership assets, NineStar has deployed more than 5,000 miles of fiber in East Central Indiana. Specific to Shelby County, CICI currently offers fiber-based highspeed internet services to 1,152 addresses in varying regions of the County. In doing so, CICI has invested \$4,430,932 consisting of \$3,906,514 in Plant and \$524,419 in Electronics. CICI additionally is involved in formal partnerships and agreements with Johnson County REMC, via its subsidiary Effective Systems Fiber Network, in operating Johnson County Fiber Network, RushShelby Energy for joint-use and utilizing its fiber-optic assets for middle/last mile opportunities, along with the Shelby County Fiber Optic Board for transport and oversight agreements with revenue share (see mapping images below).



5. Central Indiana Communications, Inc. maintains vendor relationships with several proven, competent, and Indiana-based sub-contractors (listed below) utilized for the construction and placement of aerial messenger, conduit, and aerial and underground fiber-optic facilities.
 - a. Electricom, LLC-1660 W Hospital Rd, Paoli, IN 47454
 - b. Gehring Underground, Inc.- 3355 S US HWY 31, Columbus, IN 47201
 - c. The Monroe Corporation-3891 Smithland Rd, Shelbyville, IN
 - d. MillDrill, LLC-08 W 2ND STREET RUSHVILLE, IN 46173

The construction of the distribution network, as designed by internal CICI and NineStar Connect engineering staff, will be competitively bid to these four competent contractors, and executed in RUS Form 515 which contains contractual quality assurances and agreement to specification outlined in RUS units of construction and furthermore bonded. A link to the RUS Form 515 agreement is included below for reference:

https://www.rd.usda.gov/sites/default/files/UTP_form_515.pdf

Additionally, CICI may employ the use of a sub-contracted engineering firm, Yates Engineering, for contract administration and inspection services.

- a. Yeates Engineering Services, LLC-2536 W Industrial Park Dr #1, Bloomington, IN 47404

B. Respondent Experience and Partnerships

1. NineStar Connect and its subsidiary Central Indiana Communications, Inc have an extensive history, including the designing, planning, constructing, financing, operating, and/or maintaining fiber-optic communications infrastructure culmination where each and every current and new NineStar Connect cooperative member is able to receive Fiber-to-the-Home (FTTH) services at no cost beyond standardized, across the network, monthly service/subscription fees and additionally to non-cooperative areas of Shirley, Wilkinson, Kennard, and most of Morristown. Additionally, we are adopting this same model currently via overbuilding the Town of Fortville with the first phases completed and continuing over the next two years. In 2013, CICI entered into a partnership with a subsidiary of Johnson County REMC, Effective Systems Fiber Network (ESFN) to utilize an existing 96-mile backbone fiber-optic infrastructure network between electric distribution substations to construct distribution fiber-optic networks now totaling more than 840-miles serving large portions of previously unserved or underserved locations in Johnson County REMC's cooperative service territory, along with areas outside of it, including Greenwood, Trafalgar, and areas of Franklin. Specific to Shelby County, CICI was involved in long-standing partnership, formerly known as Multi-County Communications (MCC) with a subsidiary of Morristown-based Fountaintown Gas, which began as an effort to expand broadband services to the Morristown-area, initially via fixed-wireless, but evolved into full FTTH deployments in Morristown, Freeport, Gwynneville, and many areas in-between. CICI purchased all MCC assets, and the partnership was dissolved in July 2023 with CICI continuing to own, operate, and

maintain the network and infrastructure, along with continually adding new customers into the network and exploring subsequent build-out opportunities as they arise.

2. NineStar Connect & CICI – Senior Leadership Team

Michael R. Burrow, President and CEO

Michael Burrow is a lifelong resident of Hancock County, Indiana. He is an Honors College Graduate of Ball State University and a graduate of Indiana University School of Law in Indianapolis. Following law school, he served as a law clerk in the U.S. District Court for the Southern District of Indiana before establishing the law firm of Wolf & Burrow. He served as outside counsel for Hancock Telecom for nine years before joining its staff in 1999. He was named Businessman of the Year in both 2001 and again in 2023 by the Greenfield Chamber of Commerce and Sagamore of the Wabash by the late Indiana Governor Frank O'Bannon. Burrow is admitted to practice law in the States of Indiana and Ohio. He was appointed President & CEO of NineStar Connect in March 2014. Michael currently serves on the boards of directors of Telecom Insurance Group, the Foundation for Rural Service in Washington, DC, and the Indiana Rural Broadband Association.

Scott Hiatt, Chief Financial Officer

Scott Hiatt became the CFO of NineStar Connect on January 1, 2011, the day the merger of Hancock Rural Telephone Corporation and Central Indiana Power was effective. Prior to this date, Scott had served as the CFO of Hancock for the last 5 years of his 15 years with the company. Before joining Hancock, Scott was a senior auditor with the London Witte Group, an Indianapolis based CPA firm specializing in utilities with a concentration in the Indiana rural electric industry. Scott is a CPA and received his degree in accounting from Ball State University. He was appointed to the Industry and Policy Committee of NTCA The Rural Broadband Association in 2014 and is a member of the AICPA and the Indiana CPA Society.

Regina Bever, Vice President, Administration

Regina Bever is the Vice President of Administration and oversees Billing, Customer Service, Marketing/Public relations, Software Solutions, and Facilities. She is a graduate of Ball State University with an Associate's Degree in Business Administration. Prior to becoming the Vice President of Administration, she was the Administrative Coordinator to the President/CEO of Central Indiana Power. She has been with the company for 25 years.

Ross Ferson, Vice President, Business Development, Innovation, and Technology

As the Vice President of Business Development, Innovation, and Technology Ross Ferson oversees the strategic direction, management, and execution of all technology-based initiatives along with Business Development and Innovation initiatives. He is also responsible for leading the Departments of Network

Operations, Risk Management, and Cybersecurity. Ferson formerly served as NineStar's Chief Technology Officer and Director of Network Operations. Preceding the merger of Hancock Telecom and Central Indiana Power that created NineStar Connect, he served as the Manager of Network Operations for Hancock Telecom. Ferson has over 25 years of experience in the IT field and holds several industry certifications and received his MBA from Indiana Wesleyan University.

Tommy Nance, Vice President, Operations

Tommy Nance currently serves as the Vice President of Operations at NineStar Connect, where he oversees the management of all operational facets, including Electric, Telecom, and Water & Sewer divisions. His journey with the organization commenced in 2007, starting as a groundman for Central Indiana Power. Progressing through the apprenticeship program, he ascended to the role of journeyman lineman. Throughout his 16-year tenure with the company, Mr. Nance has occupied various leadership positions. Before joining NineStar, he dedicated 8 years to Greenfield Power and Light, contributing his expertise to the Line and Metering Departments.

Sara Pechin, Vice President, Human Resources

Sara Pechin, hired as the Director of Human Resources in 2022, was recently appointed Vice President, Human Resources. Her focus is to build a strong employee base, a solid foundation in employee development, a commitment to our cooperative culture, and overall employee well-being. A graduate of Purdue University with a Bachelor of Science in Organizational Leadership, Sara has 25 years of human resources and leadership experience in the technology and healthcare fields. She holds both SPHR and SHRM-SCP Certifications.

George Plisinski, II, Vice President of Engineering

George is the newly appointed Vice President of Engineering and directs the strategic direction, management, and execution of all engineering initiatives within the NineStar family of infrastructure-based utilities, currently electric, water, wastewater, and communications. George's 20+ years in various positions at NineStar (and its previous iteration, Hancock Telecom), has provided him with intimate systems knowledge in many broad disciplines involved in designing, building, and operating various infrastructure-based networks and systems utilized in the delivery of services to our members and customers in East Central Indiana. George received his Bachelor of Science in Business Administration from the Indiana Institute of Technology (Indiana Tech) and is heavily involved with numerous business and philanthropic organizations in Central Indiana.

Brad Rennie, Vice President, Finance

Brad Rennie brought his dynamic finance skillset to the NineStar organization on August 20, 2024. Brad has over 20 years of financial experience and growing. Brad spent 17 years with Rolls-Royce North America and further progressed into financial leadership roles with companies that experienced high growth at Legends Global

Merchandise and Payliance, respectively. Brad is an MBA from the IU Kelley School of Business – Indianapolis and has an undergraduate degree in Finance from the IU Kelley School of Business in Bloomington, Indiana.

C. Respondent Proposed Build-Out and Network Operations

1. CICI is proposing a network entirely comprised solely of fiber-optic infrastructure to deliver services to residents and businesses in the various project areas. The architecture utilized will be principally passive optical networking (PON), however uplink and distribution strands will be reserved for Indefeasible Right of Use (IRU) or 'dark' fiber leases, Point-to-Point (PtP) Active Ethernet, etc. for those requiring specific solutions to their networking and transport needs.
2. As CICI is proposing a full FTTH solution, including extending fiber-optic cable into the interior space of dwellings, XGSPON will be the technology solution of choice, enabling connected speeds of fully symmetrical 10Gbps access from the onset, well in excess of even what has been the 'gold' standard in residential connectivity at 1Gbps and far exceeding the minimum 100/20Mbps requirement. Although most-similar to GPON, it represents the next-generation standards-based PON technology platform, ensuring as technological needs change, the network installed will be able to meet those needs for the foreseeable future. As this network is comprised entirely of fiber-optic, should the need arise well into the future, the physical fiber-optic network, as the largest capital asset, will remain and able to support new and higher throughputs as electronics continually advance. As far as the number of strands proposed in the network, it will likely consist of a combination of 144-strand, 96-strand, and 72-strands cables, depending on specific areas of application. This standardization of sizing will accommodate increased density, via new housing subdivisions, commercial parks, etc. anywhere within the constructed network without the need to rebuild large 'swaths' of the network for increased capacity. This is accomplished via the addition of either PON cabinets, which contain optical splitter, or if needed, housings or cabinets for additional electronics, and subsequent 'cutover' where network strands are rerouted and corresponding capacities increased, preserving the largest capital asset, the physical fiber-optic network. Additionally, CICI is certainly willing to engage Commissioners, or their designees, to better understand the County's intended or possible use and number of strands-needed for incorporation into overall design and cable sizing.
3. Planning and Design (Months 1-6): Conducting feasibility studies for overhead versus underground construction, community consultations, and detailed network design.

Deployment Phase 1 (Months 7-18): Initial construction of distribution network, splicing, 'parent' equipment installation and setup and all other items to essentially 'ready' the network for individual residents and businesses to connect

Operations and Scaling (Months 19+): Ongoing operations including resident and business service drop construction, splicing and customer installations.

4. CICI is initially proposing distribution network construction of approximately 106.67 miles with the following assumptions:

a. **Initial contributions:** County \$3M (80%)/CICI \$600K (20%)

- (1) Aerial per Mile Estimate 93.22 miles @ [REDACTED]
- (2) Aerial construction assumptions of 6M EHS galvanized-steel strand (messenger) on average 192' spans with lashed construction of min. 72-strand, light armored cable, with minimum 2 X 120' expansion/slack coils, and up to 6 X 10' access coils to connect subscribers.
- (3) Underground Per Mile Estimate 13.45 miles @ \$ [REDACTED]
- (4) Underground construction assumptions of 1.25 HDPE conduit installed via 70% vibratory plow and 30% horizontal directional drilling (HDD), with 4 X TIER22 24" X 36" X 30" grade-level vaults/HHs installed per mile and min. 72-strand, light armored cable 'jetted' providing 80' access for splicing, or connecting subscribers per vault location.
- (5) Additional distribution network needs would include labor and material for splicing, initial 'parent' electronics (XGSPON Optical Line Terminals-OLT), Local Convergence Cabinets (LCCs) min. 288-strands, Optical Splitters 1X32, etc. to make-up balance of initial contribution.

b. **Secondary & Services/Drops Contributions:** County 0% / CICI 100% (See 1 below)

- (1) CICI's contribution in this realm is dependent on overall area of construction and take-rates. In the two initial area explored for construction, one of which is the northwest portion of Shelby County extending south to I74, this area contained approximately 1,100 addresses and the second was an area in central and southwest Shelby County containing 700 addresses. At 50% take-rates and average service drop construction, plus splicing, XGSPON Optical Network Terminal (ONT), and installation of services at an average cost of [REDACTED] CICI's contribution would be between [REDACTED] respectively. At 80% take-rates, using same assumptions for these areas, CICI's contribution would be [REDACTED]
- (2) CICI's current average service drop to a home or business is comprised of 242' of aerial service fiber-optic cable and 126' of underground service fiber-optic cable.

c. **Ongoing/Maintenance Contributions:** County 0% / CICI 100% (See 1 below)

- (1) CICI's would provide for all ongoing maintenance obligations including:
 - a. Indiana Utility Plant Protection Service (IUPPS)/Indiana 811 registration, updates, and response to facility locate requests

- b. Damages occurring from weather, animals, public, etc. and associated repair or replacement costs
 - c. OLT and/or ONT, and other electronic upgrades
 - d. Resident Marketing and Customer Acquisition and Support
5. CICI anticipates no supply chain or labor shortages that would materially affect this project. CICI, as a matter of practice, keeps adequate stock on hand of materials, electronics and other such items that would be needed for these types of projects. CICI also stocks plenty of replacement parts and fiber for use in the field, as necessary. CICI does not anticipate any labor issues to affect this project now or in the future. CICI has fully staffed groups of trained and experienced employees ready to engage in this project from design, implementation, and support after turnup.
6. As mentioned in the response under C(2), CICI is proposing a full FTTH solution, utilizing XGSPON technology, enabling connected speeds of fully symmetrical 10Gbps access from the onset. Additionally within the C(2) response, network scalability is inherent within the overall design and architecture of our networks including the use of a combination of 144-strand, 96-strand, and 72-strands cables, depending on specific areas of application. This standardization of sizing will accommodate increased density, via new housing subdivisions, commercial parks, etc. anywhere within the constructed network without the need to rebuild large 'swaths' of the network for increased capacity. This is accomplished via the addition of either PON cabinets, which contain optical splitter, or if needed, housings or cabinets for additional electronics, and subsequent 'cutover' where network strands are rerouted and corresponding capacities increased, preserving the largest capital asset, the physical fiber-optic network.
7. At present CICI, owns and maintains 100.57 miles of distribution facilities and 45.06 miles of service drops, offering Fiber-to-the-Home/Business services to 1,152 locations on initial investments of \$4,430,932, comprised of \$3,906,514 in Plant and \$524,419 in electronics. This plant and electronic infrastructure will be fully leveraged, where possible to either expand from or provide middle-mile access to core equipment in either areas. Additionally, through our agreement with the Shelby County Fiber Optic Board (SCFOB), this provides some additional leveraging of these middle-mile assets to expand into last-mile opportunities, all while providing additional revenue via contractual agreement, back to the SCFOB. Finally, with our relationship with RushShelby Energy, coupled with our Operations & Maintenance, Indefeasible Right of Use, and revenue-share agreements in-place, these assets could potentially serve as additional middle-mile connections, facilitating last-mile and FTTH opportunities.
8. CICI operates our ISP network under the belief that open access to the internet through our broadband network is essential. CICI does not block, 'throttle,' slow down or

discriminate against legal content. Additionally, CICI does not place any type of 'cap' on the amount of throughput a subscriber may use in any given month.

While CICI can't specifically name any current subscribers due to CPNI regulations, CICI serves a host of ISPs, government agencies, schools, financial institutions, hospitals and other 'anchor' institutions in Shelby County and fourteen other counties in Indiana.

9. CICI has a dedicated security team that's sole focus is the protection of our network and our subscriber's data. This team utilizes their education, experience, and certifications to monitor CICI's broadband network for any abnormalities and respond, as necessary. CICI's security team has years of experience and more than 20 certifications from SANS and other accredited organizations. Additionally, CICI has invested heavily in hardware and software tools to prevent, detect, and remediate security issues as they arise. Finally, CICI has contracted with a third-party to provide 'overwatch' and provide a second set of eyes 24/7/365 on our corporate and ISP network.
10. CICI is proposing deployment of XGSPON equipment (OLTs and ONTs) with proven throughputs on a per subscriber basis of 10/10Gb
11. The overall percentage would be based on initial deployment location(s) in C(4) and further based on the desires of the County for targeting unserved/underserved locations using all known data sources, comprised of FCC, IBO, County, and resident-supplied data.
12. CICI has tools in place to continuously monitor and report on network health. This, coupled with our 24/7/365 Support Center allows for rapid identification, escalation, and resolution of network abnormalities. CICI's multiple uplinks to the public internet along with ring architecture in our network design, allow for maximum uptime for Shelby County subscribers. Additionally, CICI's core networking equipment is deployed in a high-availability configuration allowing for N+1 redundancy.

CICI would design and implement the proposed network in such a way that from day one of installation subscribers would have access to speeds up to 10Gb (synchronous). This implementation will allow for years of service to the subscriber with little interruption of service.

D. Public Investment

1. \$3 million initially, and consideration and ongoing engagement to potentially utilize the revenue share outlined in D(2) to further expand the network under similar terms as those conveyed in C(4).

2. CICI is certainly open to exploring a monthly flat-rate or percentage-based per subscriber fee on a 'bill and collect' basis with the proceeds to be submitted to the County for either continually expanding the network to additional unserved or underserved areas, or for other needs the County may have. CICI would certainly desire input from the County as to the amount per month sufficient to potentially fund expansion while not creating a burden on individual subscribers.
3. The Broadband Equity, Access, and Deployment (BEAD) Program presents the best option in the foreseeable future to 'tackle' areas of Shelby County, which the Indiana Broadband Office has documented as unserved or underserved, however the possibility exists for many areas and addresses remaining to be unserved or underserved due to previous or proposed funding applied. CICI, in conjunction with the County, will seek known and eligible areas to offset future expansion funding needs. Additionally, so long as the Indiana Connectivity Program is still active and administered by the Indiana Office of Community and Rural Affairs, CICI will engage in near-network applications to utilize this program to further highspeed internet availability in Shelby County.

E. Respondent Existing and Future Operations within the County

1. As mentioned in C(4) and C(11) the overall number and percentage would be based on initial deployment location(s) and further defined on the desires of the County for targeting unserved/underserved locations using all known data sources, comprised of FCC, IBO, County, and resident-supplied data.
2. NineStar Connect and correspondingly CICI, are headquartered at 2243 E. Main St., Greenfield. Additionally, engineering and plant operations, are located adjacent to our main office at 2487 E Main St., Greenfield. Our Network Operations team, including our 24/7/365 Support Center, IP Services, and Field Engineering are located at 2331 E. 600 N, Greenfield. All teams associated with customer services maintain 24/7/365 response for troubleshooting and restoration with on-call for after-hours issues. Specific to our on-premise install and repair technicians, this team is 'home-garaged' allowing an increased response across all areas served.
3. In all of its recent endeavors, CICI has attempted to combine both middle-mile transport or inter-connection needs with that of last-mile deployments via strand/count reservations for each within a common facility. This has proven effective on meeting both internal network needs as well as a benefit of utilizing the same overall asset to serve residents and businesses along the various routes. As far as current purely 'middle mile' leases via agreement, CICI access SCFOB assets for some transport between areas in Shelby County, which in-turn connect to CICI assets in other adjacent counties.
4. As noted in B(1), CICI was involved in long-standing partnership, formerly known as Multi-County Communications (MCC) with a subsidiary of Morristown-based Fountaintown Gas, which began as an effort to expand broadband services to the Morristown-area, initially via fixed-wireless, but evolved into full FTTH deployments in

- Morristown, Freeport, Gwynneville, and many areas in-between. CICI purchased all MCC assets, and the partnership was dissolved in July 2023 with CICI continuing to own, operate, and maintain the network and infrastructure, along with continually adding new customers into the network and exploring subsequent build-out opportunities as they arise. CICI is currently able to offer services to 1,152 locations in Shelby County. As mentioned above, CICI is entirely fiber-optic based infrastructure and offers the services detailed in F(1) to all residents, businesses, government, etc.
5. CICI's existing facilities and fiber-optic infrastructure in Shelby County were these result of initial private investment with the overarching mindset that following several annual capital infusions from each partner of MCC, any margins obtained would be reinvested to construct additional infrastructure in proceeding years. Year-after-year this was done which has now resulted in 1,152 locations in Shelby County able to receive next-generation connectivity, on par or even exceeding the most-densely populated urban and suburban areas.
 6. CICI has a history of working with towns, cities, and counties to find collaborative opportunities. As an example, CICI has hosted economic forums with municipal leaders to discuss issues affecting the area. CICI has also hosted events to draw business leaders from the community to discuss what needs they have from CICI, county or state government, or other entities. Community events such as these would allow for possible new business to locate in Shelby county or expand exiting operations benefitting both Shelby County and CICI.
 7. CICI will market the availability of internet through a number of means. This includes, but is not limited to email, direct mail postcards, letters, website, social media, community engagement. Our past success deploying internet and having residents subscribe includes assistance from local anchor institutions. This project would be no different. We would work with the Commissioners and community leaders to get the work out and we would expect verbal and written support and positive comments about the project. Product packages will be posted on website, shared on social media, and print media.
 8. CICI believes that subscribers of any age and technical ability should be able to use the internet to enhance their lives. To that end, CICI hosts quarterly events around our service territory to educate and inform on the latest internet trends, tools and security issues that will help subscribers make the best use of their service. CICI has also developed a presentation for school-aged children on safely using the internet as well as at assisted living homes educating some of our most senior subscribers.
 9. As is noted in E(1), C(4), and C(11) the overall number and percentage would be based on initial deployment location(s) and further defined on the desires of the County for targeting unserved/underserved locations using all known data sources, comprised of FCC, IBO, County, and resident-supplied data. All households, businesses, and institutions will have access to speeds and tiers further described in detail under F(1)

with the added flexibility of 100/100Gb services to business and institutions via active ethernet solutions, if needed and requested.

10. CICI has worked with 'Smart Ag' companies for years and has hosted gatherings of agricultural companies over the years to demonstrate the latest in technology, equipment, and methods. From subsurface nutrient monitoring to 'WIFI in the fields' CICI has partnered to find ways to enhance the agricultural experience. CICI has also partnered with more than one municipality to provide public WIFI to downtown areas and other gathering areas to enhance the resident experience.

With fiber fed high-speed internet available there are numerous opportunities for services now and in the future that will benefit the residents of Shelby County.

F. Affordability

1. CICI, and NineStar Connect engage in a universal residential pricing structure regardless of location and the most-common residential options are included below. All packages include symmetrical speeds and no data caps.

- | | |
|--------------|----------------|
| a. 100/100Mb | \$65.50/month |
| b. 250/250Mb | \$89.50/month |
| c. 500/500Mb | \$99.50/month |
| d. 1/1Gb | \$109.50/month |

Although not widely adopted due to 'need' and price-point, CICI does offer ultra-highspeed 'multigig' tiers with same stipulations as above including symmetrical speeds and no data caps.

- | | |
|------------|----------------|
| a. 2/2Gb | \$209.50/month |
| b. 5/5G | \$448.50/month |
| c. 10/10Gb | \$897.50/month |

One-time costs are based on term of service agreement and are listed below.

- | | |
|------------------|--------------------|
| a. 24-month term | \$0/one-time fee |
| b. 12-month term | \$50/one-time fee |
| c. 0-month term | \$100/one-time fee |

Commercial, Business, and Enterprise pricing is based on overall solution-needed and assembled via number, level, and type of services, coupled with contract terms ranging from 12-months to 84-month, even 120-month and 240-month options in indefeasible right of use agreements.

2. CICI will provide our pricing structure and packages through digital and print media. Package pricing is fixed. Various short-term promotions may occur for specific customer areas or package options.

3. CICI is a registered participant in both the Affordable Connectivity Program (ACP) as well as the Lifeline program, both administered by the Universal Service Administrative Company (USAC) with oversight by the Federal Communications Commission (FCC)
4. Currently an affordability program is not available for internet services. The FCC is in current discussions to re-instate the Affordable Connectivity Program (ACP). Plan details will not be available until a program is defined.

G. Innovation

1. The initial proposed deployment utilizing XGSPON technology is at the forefront of high-bandwidth equipment options available. Additionally, CICI's proposal includes the utilization of full-spectrum, zero-water peak, single-mode fiber-optic cables ensuring long term viability as electronic and PON technology advance to utilize many additional wavelength options including in potential CWDM/DWDM-PON solutions with the existing fiber-optic infrastructure.
2. Scalability and 'future-proofing' are inherent withing NineStar Connect's and CICI's network design and architecture. As CICI is proposing a full FTTH solution, including extending fiber-optic cable into the interior space of dwellings, XGSPON will be the technology solution of choice, enabling connected speeds of fully symmetrical 10Gbps access from the onset, well in excess of even what has been the 'gold' standard in residential connectivity at 1Gbps and far exceeding the minimum 100/20Mbps requirement. Although most-similar to GPON, it represents the next-generation standards-based PON technology platform, ensuring as technological needs change, the network installed will be able to meet those needs for the foreseeable future. As this network is comprised entirely of fiber-optic, should the need arise well into the future, the physical fiber-optic network, as the largest capital asset, will remain and able to support new and higher throughputs as electronics continually advance. As far as the number of strands proposed in the network, it will likely consist of a combination of 144-strand, 96-strand, and 72-strands cables, depending on specific areas of application. This standardization of sizing will accommodate increased density, via new housing subdivisions, commercial parks, etc. anywhere within the constructed network without the need to rebuild large 'swaths' of the network for increased capacity. This is accomplished via the addition of either PON cabinets, which contain optical splitter, or if needed, housings or cabinets for additional electronics, and subsequent 'cutover' where network strands are rerouted and corresponding capacities increased, preserving the largest capital asset, the physical fiber-optic network.
3. CICI has engaged in several projects to improve access to both rural and unserved and underserved areas and these strategies and 'grit' are 'rooted' in the very genesis of our existence. In essence, figuring out a way to deliver the services and infrastructure to those who want and need it and where no one else was willing to do it, is our 'story'. We, today, very much approach these challenges in a similar manner to that of our cooperative grandmothers and grandfathers who accomplished the same task many

years prior. Our overarching goal is to attempt to ‘marry’ as many current and potential future ‘use-cases’ into single projects. For example, shortly after merging operations, the need within the electric division was for advanced metering infrastructure, enabling a host of consumer-friendly and operational efficiencies to be ‘gleaned’ with the other immediate added-benefit of using that same physical network to offer highspeed internet and other communications services to the residents these routes ‘passed’. Fast forward several years later, all members of the cooperative are able to receive FTTH services and electric automated distribution devices have been installed in many locations, improving efficiency, reliability and resiliency of our electric distribution network. Another example, building upon a prior project to interconnect all the various schools within the South Madison School Corporation with fiber-optic based connectivity in the late 1990s, in 2015 the Town of Pendleton desired a public WiFi system to host more ‘connected’ events in their downtown area. CICI installed a fiber-optic based WiFi system enabling not only a ‘connected’ downtown for events and everyday use but installed a robust enough network with ample expansion capacity to be able to offer fiber-based services to government and businesses throughout the area. During COVID, as schools were shifting to remote-learning, there was glaring need to provide access for those not having highspeed internet access available at home. With that, leveraging our existing connectivity at many school systems and schools across our ‘footprint’ and with these entries permission obviously, installed wireless access points for internet accessibility in parking lot areas and utilized separate network connectivity from the schools. During this difficult time, CICI and all NineStar customers were provided 1/1Gb connectivity, regardless of what their prior subscription level was at no additional cost for nearly the duration of the pandemic. Just last year, the Town of Knightstown desired a similar setup with a focus not only on public WiFi but connectivity to several community centers as well. CICI leveraging existing assets and new build, constructed, and set up this network to serve a community asset for a multitude of public use. Broadly, CICI illustrates a desire to ‘think outside the box’ and leverage whatever we are able to, for the greater good of our members, customer, and the public.

4. CICI has invested in several technologies to improve the customer experience. CICI has a 24/7/365 Support Center with agents based in central Indiana. Subscribers can reach out to our Support Center via chat, email, or phone. Those subscribers for whom English is not their first language will find that communicating with the Support Center via chat or phone calls to be seamless. CICI’s software will automatically translate from English to more than one hundred languages and back to provide a positive experience.

CICI utilizes tools that allow for permission-based access to a subscriber’s phone camera to allow the subscriber to show items in the home that will assist in troubleshooting issues.

Additionally, those subscribers who wish to make changes to their account, upgrade broadband speeds or add services will be able to do so via our website any time of day.

For approximately the last 15 years, CICI has hosted a quarterly open forum where CICI staff provides presentations on security, new technologies and the like. Additionally, staff work with subscribers one-on-one to troubleshoot their devices, answer any technical or billing questions or take their old equipment for recycling. These events are at no charge to the subscriber.

5. As referenced in C(7), NineStar Connect and its subsidiary, CICI, maintain both formal agreements as well as collaborative efforts with the overarching goal of 'a rising tide lifts all ships'. This can be as simple as quickly responding to economic development requests for the Shelby County Development Corporation, conducting regular meetings with partners such as RushShelby Energy, or creatively utilizing existing construction efforts to further broadband deployment, such as was the case with the downtown Shelbyville Square and Washington St./Harrison St. rebuilds where multi-micro ducts were installed with the street lighting circuits, access vaults placed in strategic locations prior to sidewalk/paver installation, and conduits installed to each building along the rebuild route.
6. As referenced in C(2), CICI is certainly open to exploring a monthly flat-rate or percentage-based per subscriber fee on a 'bill and collect' basis with the proceeds to be submitted to the County for either continually expanding the network to additional unserved or underserved areas, or for other needs the County may have. CICI would certainly desire input from the County as to the amount per month sufficient to potentially fund expansion while not creating a burden on individual subscribers.

October 10, 2024

RFP Updates

C(4) CICI is initially proposing distribution network construction of approximately 101.43 miles with the following assumptions:

a. Initial contributions: County \$3M/CICI \$633K

(1) Aerial per Mile Estimate 74.34 miles [REDACTED]

(2) Aerial construction assumptions of 6M EHS galvanized-steel strand (messenger) on average 192' spans with lashed construction of min. 72-strand, light armored cable, with minimum 2 X 120' expansion/slack coils, and up to 6 X 10' access coils to connect subscribers.

(3) Underground Per Mile Estimate 27.09 miles [REDACTED]

(4) Underground construction assumptions of 1.25 HDPE conduit installed via 70% vibratory plow and 30% horizontal directional drilling (HDD), with 4 X TIER22 24" X 36" X 30" grade-level vaults/HHs installed per mile and min. 72-strand, light armored cable 'jetted' providing 80' access for splicing, or connecting subscribers per vault location.

(5) Additional distribution network needs would include labor and material for splicing, initial 'parent' electronics (XGSPON Optical Line Terminals-OLT), Local Convergence Cabinets (LCCs) min. 288-strands, Optical Splitters 1X32, etc. to make-up balance of initial contribution.

b. Secondary & Services/Drops Contributions: County 0% / CICI 100% (See 1 below)

(1) CICI's contribution in this realm is dependent on overall area of construction and take-rates. The revised project area contains 1,764 addresses. Service drop construction costs, plus splicing, XGSPON Optical Network Terminal (ONT), and installation of services at an average cost of [REDACTED]
CICI's contribution [REDACTED]
[REDACTED]

(2) CICI's current average service drop to a home or business is comprised of 242' of aerial service fiber-optic cable and 126' of underground service fiber-optic cable.

c. Ongoing/Maintenance Contributions: *County 0% / CICI 100% (See 1 below)*

(1) CICI's would provide for all ongoing maintenance obligations including:

a. Indiana Utility Plant Protection Service (IUPPS)/Indiana 811 registration, updates, and response to facility locate requests

b. Damages occurring from weather, animals, public, etc. and associated repair or replacement costs

c. OLT and/or ONT, and other electronic upgrades

d. Resident Marketing and Customer Acquisition and Support

[Redacted]

Greg,

Based on the feedback from the October 10th meeting, and illustrated in our discussion today, I wanted to share the attached maps and below the project specifics, and resulting substantial revisions (in red), to section C(4) in CICI's initial RFP response.

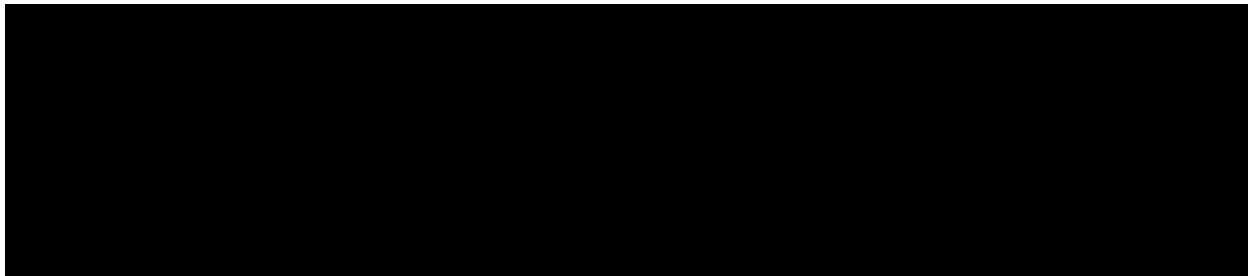
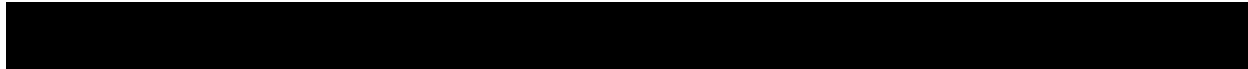
C(4) CICI is initially proposing distribution network construction of approximately 101.43 miles with the following assumptions:

[Redacted]

[Redacted]

(4) Underground construction assumptions of 1.25 HDPE conduit installed via 70% vibratory plow and 30% horizontal directional drilling (HDD), with 4 X TIER22 24" X 36" X 30" grade-level vaults/HHs installed per mile and min. 72-strand, light armored cable 'jetted' providing 80' access for splicing, or connecting subscribers per vault location.

(5) Additional distribution network needs would include labor and material for splicing, initial 'parent' electronics (XGSPON Optical Line Terminals-OLT), Local Convergence Cabinets (LCCs) min. 288-strands, Optical Splitters 1X32, etc. to make-up balance of initial contribution.



(2) CICI's current average service drop to a home or business is comprised of 242' of aerial service fiber-optic cable and 126' of underground service fiber-optic cable.

c. Ongoing/Maintenance Contributions: County 0% / CICI 100% (See 1 below)

1. CICI's would provide for all ongoing maintenance obligations including:

a. Indiana Utility Plant Protection Service (IUPPS)/Indiana 811 registration, updates, and response to facility locate requests

b. Damages occurring from weather, animals, public, etc. and associated repair or replacement costs

c. OLT and/or ONT, and other electronic upgrades

d. Resident Marketing and Customer Acquisition and Support

George Plisinski, II

Vice President of Engineering






NineStar Connect

EXHIBIT G

Shelby County RFP

1:125,000

0 1 Miles

-  Proposed LCC
-  Proposed Aerial Fiber
-  Proposed Underground Fiber
-  Road
-  County



This is not an official map but for reference use only. A degree of error is inherent in all maps, but this map was compiled by NineStar Connect staff using data believed to be reasonably accurate. This is NOT an Engineering or Survey grade map and should not be used as such. This document is distributed "as is" without warranties of any kind, either expressed or implied and NineStar Connect is not responsible or liable for any use, derivative use or misuse of this map.

Map generated by J. McMillan on 10/17/2024.

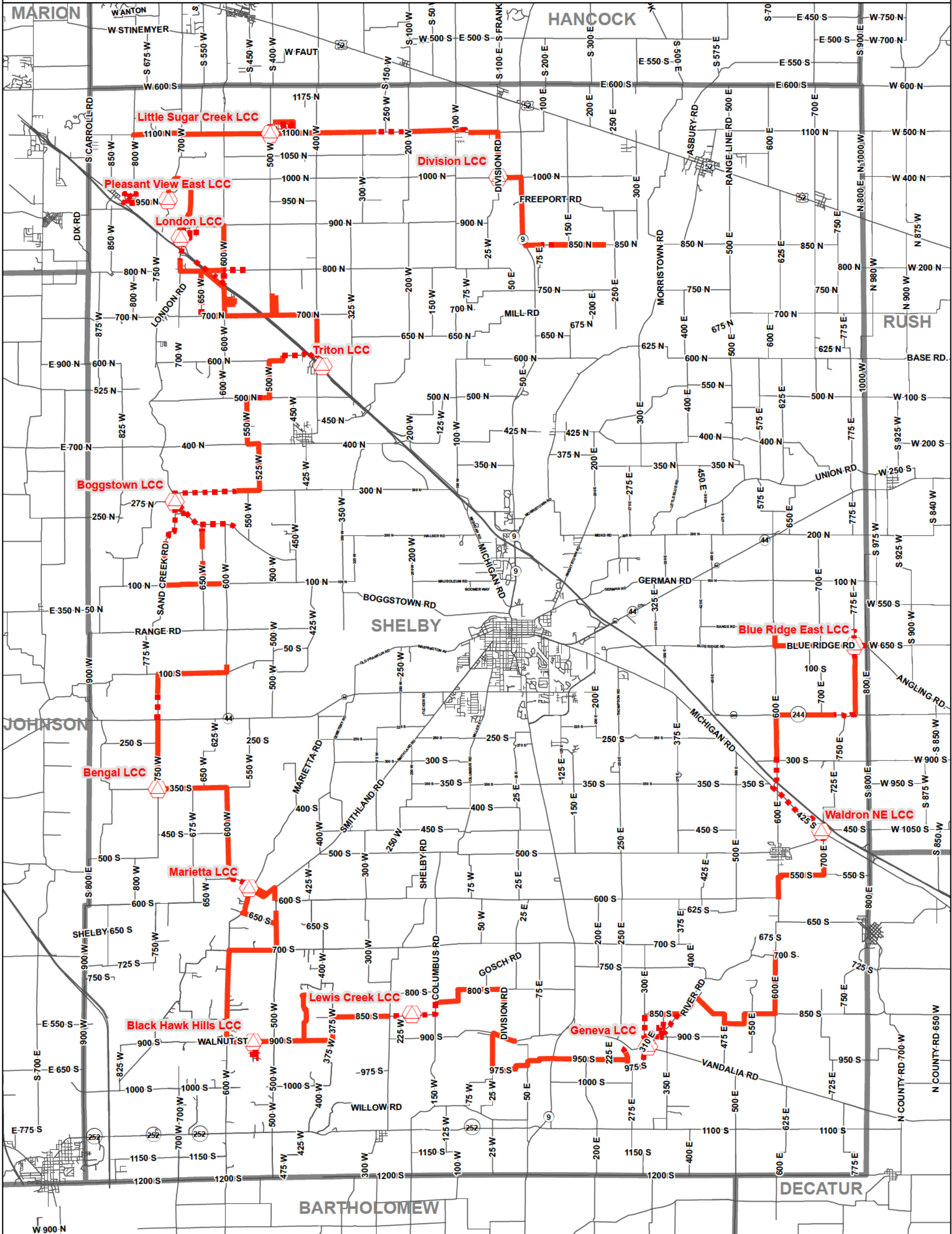


EXHIBIT H

BROADBAND INFRASTRUCTURE PUBLIC-PRIVATE AGREEMENT

THIS PUBLIC-PRIVATE AGREEMENT (“**Agreement**”) is made and entered into in Shelby County, Indiana, as of the ____ day of _____, 2024 (“**Effective Date**”), by and between Central Indiana Communications, Inc., d/b/a NineStar Communications (“**NineStar**”) a Delaware limited liability company, with a place of business located at [NineStar Business Address] and SHELBY COUNTY, INDIANA, an Indiana County Government, with a place of business located at 25 W. Polk Street, Room 206, Shelbyville, Indiana 46176, and its successors and assigns (“**County**”), (each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, County determined that the provisioning of High-Speed Broadband Services within Shelby County (the “**Project**”), as defined below, to residents and businesses is a critical public utility need that directly impacts the vitality and quality of life within Shelby County; and

WHEREAS, the COVID-19 pandemic has manifested the importance of High-Speed Broadband Services for employment, education, consumerism, telemedicine and other resident needs to successfully function and compete in today’s society; and

WHEREAS, local governments across the country have recognized that the provision and delivery of High-Speed Broadband Services will require the intervention and partnership of local governments with private providers to achieve delivery of high speed broadband service and ensure that no portion of the community is underserved or left behind; and

WHEREAS, County has adopted the provisions of Indiana Code 5-23 regarding the power of government bodies to utilize public-private agreements to procure public facilities (collectively, the “**P3 Statute**”); and

WHEREAS, the P3 Statute authorizes County to enter in an agreement for the acquisition, planning, design, development, reconstruction, repair, maintenance or financing of any public facility on behalf of County (a “**Public-Private Agreement**”); and

WHEREAS, County determined it is in the public interest to procure the Project through the execution and performance of a Public-Private Agreement; and

WHEREAS, County issued a request for proposals (“**RFP**”), attached hereto and incorporated by reference herein as **Exhibit [redacted]**, from service providers to deploy, operate, and maintain a broadband network to currently unserved and underserved addresses within the County; and

WHEREAS, County established a working group of individuals to review proposals and ultimately provide a recommendation for a preferred proposer to the county, comprised of the following County residents:

- Jason Abel, Shelby County Commissioner – North District
- Courtney Chapella – Executive Director, Shelby County Chamber of Commerce

- Jordan England – Grants and Nonprofit Relations Director, Blue River Community Foundation
- Katrina Hall – Senior Director of Policy, Strategy, and Advocacy, Indiana Farm Bureau
- Nick O’Connor, Shelby County Council – 4th District
- Brian Pullin – Director of Technology, Shelby Eastern Schools

(hereinafter “**Working Group**”); and

WHEREAS, NineStar submitted a response to the RFP (“**NineStar Response**”), attached hereto and incorporated by reference as **Exhibit [redacted]**, and proposed to extend its all-fiber optic network solution approximately 101.43 miles connecting the western and southern portions of Shelby County to NineStar’s current infrastructure and will provide 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 One Thousand Seven Hundred and Sixty Four (1,764) unfunded, unserved, or underserved Addressable Locations within Shelby County (“**Service Area**”), attached hereto and incorporated by reference herein as **Exhibit [redacted]**; and

WHEREAS, it is the recommendation of the Working Group that the County exclusively support a vendor for purposes of seeking Broadband, Equity, Access and Deployment Program (“**BEAD**”) grants for future expansion of the County’s broadband infrastructure to unserved, underserved and unfunded addresses remaining after this project completion; and

WHEREAS, using the published criteria, the Working Group carefully reviewed all submitted proposals and ranked NineStar as the top proposer and County accepted the NineStar Response and identified NineStar as the strategic County partner with which to conduct negotiations given that NineStar 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 the backbone fiber network of NineStar to provide High Speed Broadband Services to the Consumers within Shelby County.

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. Network Extension Work. NineStar agrees to undertake, with County input, the necessary design, construction, installation, and maintenance of equipment and infrastructure to extend its existing fiber optic network to Consumers within Shelby County (“**Network Extension Work**”). The proposed fiber network will provide Consumers with a minimum of fully symmetrical 100Mbps and a minimum available maximum of at least fully symmetrical 10 Gbps (“**High-Speed Broadband Services**”), subject to Consumer preferences. The Network Extension Work shall be built as geographically depicted in **Exhibit [redacted]** and in the order outlined in **Exhibit [redacted]**

Commented [TJ1]: Insert 11-8 pdf of coverage

Commented [TJ2R1]: To be built map

and shall be referred to as the project area (“**Project Area**”). NineStar shall utilize XGSPON technology and full-spectrum, zero-water peak, single-mode fiber-optic cables to ensure long term viability as electronic and PON technology advance to utilize many additional wavelength options including in potential CWDM/DWDM-PON solutions with the existing fiber-optic infrastructure. NineStar shall utilize underground and overhead construction, with all fiber cable (“**Cable**”) being built underground shall be placed in conduit to construct the optical fiber trunk lines. If NineStar proposes to utilize aerial construction beyond that noted in **Exhibit**, it must receive prior written approval from County. No wireless backhaul service shall be utilized for the system.

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 Term of this Agreement shall begin on the Effective Date and continue until thirty (30) years after the Effective Date. NineStar commits to providing the resulting service for at least five (5) years from activation of the entire Project Area and consistent with Section 19. No provision of this Agreement shall survive the termination of this Agreement subject to Sections 19, 22, 24, 25, 26, 27, 28, and 29 of this Agreement and as otherwise expressly stated herein. After any termination of this Agreement, NineStar shall retain exclusive ownership of all Project infrastructure.

3. Completion Date. NineStar will complete the Network Extension Work for the approximately one thousand seven hundred and sixty-four (1,764) Unserved Consumers within twenty-four (24) months of the Effective Date of this Agreement, but in no case later than December 31, 2026. **Exhibit** A proposed timeline (“**Timeline**”) of the Network Extension Work and agreed upon by the Parties is attached hereto and incorporated by reference herein as **Exhibit**.

Commented [TJ3]: Address list of all 1,764 passings

Commented [TJ4R3]: List of Unserved Underserved (based on NLC4 list if no better available)

Commented [TJ5]: NineStar to Provide Construction Timeline

4. Project Performance and Metrics. NineStar will develop, with County input, high-level designs, construction drawings, timelines, performance goals, and other project implementation information (collectively, “**Project Information**”). NineStar will provide Project Information to County prior to the Network Extension Work. Once Network Extension Work has commenced, NineStar shall provide County with quarterly performance updates and metrics related to Project Information (“**Metrics**”) as they relate to NineStar’s adherence to the Timeline and until completion of the Project. Metrics shall be reported in writing and shall include, but are not limited to, a summary of the tasks detailed in the Timeline (**Exhibit**) and shall indicate the status (“ahead of schedule”, “on schedule”, or “behind schedule”) for each task. For each task that is behind schedule according to the Timeline, NineStar shall indicate the extent to which the task is behind schedule and its recovery plan to remedy the delay, subject to Section 27 of this Agreement. NineStar shall make itself available on a frequency no less than weekly to discuss the status of remedying the delay.

5. Contribution Amounts. In consideration of the Network Extension Work, County shall pay NineStar Three Million Dollars and No Cents (US\$3,000,000.00) (“**County’s Contribution Amount**”). It is anticipated that up to Three Million Dollars and No Cents (US\$3,000,000.00) of County’s Contribution Amount will come from available American Rescue Plan Act (“ARPA”) funds. The use of the awarded ARPA funds requires NineStar to ensure the Project meets ARPA requirements which are in effect as of the Effective Date of this Agreement. NineStar shall provide an initial contribution of Six Hundred and Thirty-Three Thousand Dollars

(US\$633,000.00) to assist with the Project construction and, additionally, shall provide all necessary funding required to provide services and drops (“**NineStar’s Estimated Contribution Amount**”). County shall pay NineStar milestone payments in accordance with the payment schedule attached hereto and incorporated by referenced herein as **Exhibit** (the “**Payment Schedule**”). The County’s Contribution Amount shall constitute an all-inclusive, total sum for Network Extension Work provided by NineStar under the terms of this Agreement, subject to customary availability and deployment in the market, as well as applicable legal and regulatory requirements. Payments of County’s Contribution Amount shall be calculated based upon the payment milestones achieved to the reasonable satisfaction of County and conforming to the Project as approved, during the period set forth in **Exhibit**. After completion of each milestone, NineStar shall prepare a written invoice and submit same to County together with supporting documentation set forth in **Exhibit** (collectively, the “**Payment Application(s)**”). Within thirty (30) calendar days after County’s receipt of each Payment Application, County will pay portions of the County’s Contribution Amount then due with immediately available funds by wire transfer to an account specified by NineStar as listed in **Exhibit**. In the event that County disputes any amount set forth on a Payment Application, County shall notify NineStar in writing setting forth the amount withheld from such Payment Application and a reasonable description of the rationale for the withholding. NineStar shall promptly cure the underlying cause for any such withholding and, upon curing such underlying cause, may include amounts of County’s Contribution Amount with respect thereto with the next Payment Application, unless otherwise agreed upon by the Parties in writing.

Commented [JTA6]: Need Milestone Document with the 10 pay milestones

Commented [JTA7]: Exhibit will include list of supporting documentation to be included and provide for additional reasonable document requests as agreed

6. Responsibilities of NineStar. NineStar represents and warrants that it shall:

- (a) develop, with County input, a proposed fiber service route to maximize coverage of unserved, underserved, and key growth areas in Shelby County and identified in **Exhibit**;
- (b) collaborate with County regarding the installation method, route, location priority schedule, and final design of the Project;
- (c) perform the Network Extension Work to ensure that all the addressable locations identified in **Exhibit** have access to NineStar services in accordance with the Project Information;
- (d) provide an experienced and able management team to design, build, operate, and maintain the proposed Network Extension Work and resulting fiber network;
- (e) perform the Network Extension Work in a safe and professional workman-like manner and in accordance with all applicable federal, state, county, and local laws, ordinances, orders, rules, and regulations in effect on the Effective Date;
- (f) take reasonable precautions to protect the persons and property of others on or adjacent to Network Extension Work sites from damages, loss, injury, interference, or nuisance resulting from the Network Extension Work and to restore any property areas to a condition materially consistent with the condition immediately prior to the Network Extension 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, NineStar 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, NineStar 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, NineStar 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;

(g) obtain all necessary federal, state, county, and municipal permits, licenses, and approvals prior to the commencement of the Network Extension Work and subsequent upgrade work;

(h) pay for all services, labor, materials, and other costs and expenses incurred in connection with the Network Extension Work;

(i) make financial investments to maintain and upgrade the fiber network consistent with industry standards throughout the Term of this Agreement to provide services and service quality standards that are equal to or better than what NineStar or its affiliated entities provide in other jurisdictions in Indiana and surrounding States throughout the duration of the Term without further cost to the County beyond those funds committed pursuant to this Agreement;

(j) develop performance goals and metrics for completion of Network Extension Work. NineStar shall provide to County confidential, on-line reports detailing Network Extension Work progress and accomplishment of performance goals on a quarterly basis consistent with Section 4;

(k) cause all of its contractors, subcontractors, representatives, and agents performing the Network Extension Work to comply with all requirements of this Section 6, as applicable;

(l) provide Project closeout documentation, including, but not limited to the Notice of Completion, upon completion of Network Extension Work as set forth herein and in **Exhibit [redacted]**;

(m) reasonably pursue and participate (when economically feasible and operationally practicable) in federal, state, local, and private grant funding opportunities, at the reasonable request of and in conjunction with County;

(n) provide rates comparable to what NineStar or its subsidiaries currently offer to any of its other customers and subscribers and offer rates for High-Speed Broadband Services to Consumers that are the same non-promotional residential retail rates in the Project Area that NineStar or its subsidiary entities offer to any of its other customers or subscribers for the same tiers of service or better during the Term of this Agreement subject to Sections 11 below;

(o) provide open access network at commercially reasonable rates to allow third party providers to utilize available space on the NineStar network to provide services;

(p) host public meetings in the proposed Project Area to inform residents about the Project,

address inquiries, and outline service options;

(q) 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 NineStar customers within the County;

(r) ensure that all required contractors register with County, and provide a responsible person with direct contact information to be maintained on file with County highway department and Commissioner's office.

7. Responsibilities of County. County represents and warrants that it shall:

(a) provide County's Contribution Amount described in Section 5 of this Agreement to assist with NineStar's Network Extension Work;

(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 Network Extension Work and assist NineStar in acquiring such permits and County has adopted a Broadband Ready Community ordinance to provide for fee waivers and permit expedition;

(c) identify and consult with all applicable County stakeholders including, when applicable, the County Highway Department, prior to execution of this Agreement;

(d) provide NineStar with all County-specific ordinances, rules, and regulations;

(e) provide County-specific geospatial datasets (where available), including parcel and address data to NineStar free of charge;

(f) permit NineStar's permitting and construction management and review at costs or fees that shall not exceed County's actual and direct expenses (inclusive of the actual costs of any reasonable and necessary outside engineering or legal consultant expenses) related to permitting, reviewing construction drawings, field inspection, construction management work, and any necessary public safety expense;

(g) reasonably pursue and participate when economically feasible and operationally practicable in federal, state, and private grant funding opportunities, at the reasonable request of and in conjunction with NineStar;

(h) exclusively support and partner with NineStar in seeking full BEAD funding for all unserved and underserved addresses in the County.

8. Pre-Construction Notices. NineStar shall provide County an opportunity to review and comment on any notices sent to Consumers prior to the start or concerning construction of the network.

9. Installation and Service Activation. NineStar shall not charge to bring service to any Consumer location contiguous to the Network Extension Work.

Commented [TJ8]: NineStar to share customer agreement as exhibit and incorporation

10. [Reserved.]

Commented [TJ9]: NineStar to share policy for incorporation as exhibit

11. Rate Cap Period. NineStar shall not increase the retail non-promotional residential rates in the Project Area, for the tiers of broadband service in effect on the date of initial network activation in the Project Area, for a period of twenty-four (24) months following the issuance of the Notice of Completion (“**Rate Cap Period**”) unless otherwise provided for in this Section 12. Upon County’s request and six (6) months prior to the expiration of the Rate Freeze Period, NineStar shall send written notice to County identifying the rates for service that will take effect upon the expiration of the Rate Cap Period. NineStar shall maintain the same non-promotional residential retail rates in the Project Area that it offers to any of its other customers and subscribers for the same tiers of service. NineStar shall apply the same reconnection fees and disconnection fees to all Consumers as it does for other customers and subscribers. NineStar shall provide County with a general notice regarding any changes in rates for service prior to the rate change. The tiers of broadband service for 2024 that apply to the Rate Cap Period include:

- 100 Mbps upload x 100 Mbps download for US\$65.50 per month*
- 250 Mbps upload x 250 Mbps download for US\$89.50 per month*
- 500 Mbps upload x 500 Mbps download for US\$99.50 per month*
- 1000 Mbps upload x 1000 Mbps download for US\$109.50 per month*

Nothing in this provision precludes NineStar from offering packages with more favorable rates and/or speeds to Consumers during the Rate Cap Period.

*Subject to the Shelby County Digital Literacy and Ongoing Broadband Development Fee.

12. Consumer Service Standards. NineStar shall design the network to ensure reliable service with ninety-and point nine (99.9) percent uptime with consideration of environmental factors and damage caused by parties other than NineStar or its subcontractors. NineStar shall monitor and administer the Internet assets twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year. NineStar will be solely responsible for providing High-Speed Broadband Services to Consumers under its own brand. County will have no authority or responsibility for fielding Consumer inquiries, addressing customer concerns, or otherwise with respect to NineStar Consumers within Shelby County. County will have no responsibility for network upgrade costs or other costs to maintain or enhance the provision of services to such residential and/or business Consumers, beyond those defined in this Agreement under Network Extension Work.

13. Coordination with NTIA. Following NTIA approval of the Indiana map documenting unserved and underserved locations, NineStar and County will use the current address data to verify the percentage of served vs. unserved/underserved residents and businesses in the County served by NineStar, and, meet and confer as to whether a modification of the number of unserved/underserved addresses that NineStar will actually be able to serve with its proposed solution subsequent to system completion and activation.

14. Digital Equity Commitment. NineStar shall, in earnest, work with County to identify and engage with a local County not-for-profit to sponsor a digital equity program to promote digital equity and skill-building programs for under resourced communities.

15. Shelby County Businesses. NineStar shall host two (2) vendor fairs to solicit participation from Shelby County-based businesses. NineStar shall utilize Shelby County businesses where it is commercially reasonable to do so.

16. FCC Affordable Connectivity Program. NineStar shall participate and offer the Federal Communication Commission's ("FCC") Affordable Connectivity Program ("ACP") or any successor or similar program, if available and subject to the FCC accepting NineStar's application, enrolling NineStar, and ability to award program funding. NineStar will collaborate with the County to endeavor to offer an affordable service product, when appropriate, to qualifying residents within Shelby County as well as other assistance programs including but not limited to the FCC's Lifeline Program.

17. BEAD. NineStar shall collaborate and partner with County on an exclusive basis to jointly prepare, in good faith, a competitive Broadband Equity Access and Development ("BEAD") application and apply for a larger BEAD grant with the Indiana Broadband Office to comprehensively address remaining unserved and underserved areas within Shelby County. This commitment shall not be interpreted to limit NineStar's ability to partner with entities to address unserved and underserved areas outside Shelby County.

18. Fiber for County Use. NineStar agrees to reserve and allocate two (2) non-sequential pair of optical fibers within the Network Extension Work for the exclusive use of the County. The two (2) non-sequential pair of optical fibers (i.e.) four (4) fibers, (the "Reserved Fiber") shall be set aside within the network infrastructure of the Network Extension Work in order to meet the County's needs. The specific fibers reserved and their specific locations will be identified in a separate schedule to be attached to this Agreement (the "Fiber Allocation Schedule") Exhibit _____. The reservation of Reserved Fiber will remain in effect for a period of thirty (30) years from the Effective Date of this Agreement, with the option for the County to renew or extend the reservation for additional periods upon mutual agreed terms and conditions. The County currently anticipates utilizing the Reserved Fiber for government and public services, public safety, emergency management, public health, education, economic development, and infrastructure ("Approved County Uses"). The County may use the Reserved Fiber to support a variety of uses, including but not limited to Approved County Uses, or to transfer, assign, or lease its rights to the Reserved Fiber to other governmental entities, public-private partnerships, non-profit entities, or other public benefit agencies, subject to the terms of this Agreement and applicable laws. With the exception of Approved County Uses, no other internet service provider may be assigned rights to use the Reserved Fiber without NineStar's express consent, which may be withheld at NineStar's reasonable discretion. County will be responsible for any reasonable costs associated with service connections or end use activations of the Reserved Fiber including any necessary equipment, installation (splicing and direct fiber access), and infrastructure upgrades required to light the fiber and connect it to the County's systems or any third party systems designated by the County. The County and its agents must use NineStar to perform splicing and direct fiber access to end use activations on the Reserved Fiber. NineStar shall perform such splicing and direct fiber access at a cost that is commercially reasonable and consistent with the cost charged by NineStar to other commercial clients and conduct such splicing and direct fiber access in a reasonable manner and timeframe meeting or exceeding industry standards. NineStar shall be responsible for the ongoing maintenance and repair of the Reserved Fiber, in accordance with its normal maintenance schedule and terms, which shall at a minimum be equal to or better than industry standards and shall ensure

the Reserved Fiber will remain scalable to accommodate technological advancements, increased capacity requirements, and evolving service needs. In addition, NineStar shall provide County with a credit in an amount equal to five hundred dollars (US\$500.00) per month for any NineStar services (“Service Credits”) to be used at the County’s discretion. Service Credits shall be increased on each anniversary date of this Agreement by an amount equal to three percent (3.0%) over the monthly service credit amount for the immediately preceding year. The County’s right to the Reserved Fiber may be terminated or reduced by mutual agreement or solely by the County in the event that the Reserved Fiber (or a portion thereof) is no longer needed. Upon such termination or reduction, NineStar and the County shall negotiate in good faith to set the terms and conditions of the termination or reduction of the County’s rights and the return of the use (partial or otherwise) of the Reserved Fiber to NineStar.

19. Future Expansion of Broadband Services. County and NineStar shall agree to mechanisms that enable the expansion of broadband services in Shelby County. NineStar shall actively work to identify and write grants that further expand NineStar’s broadband deployment in Shelby County. When County identifies potential opportunities for broadband expansion, County shall send NineStar a brief summary of the opportunity, and NineStar shall endeavor to respond within twenty (20) business days regarding NineStar’s initial assessment of the grant opportunity and its interest in pursuing the opportunity identified by County. County may receive competitive offers and provide NineStar with the right of first refusal to match said offer. If NineStar declines, County may use its fiber as described in these terms. As part of a joint effort for future expansion of broadband services in Shelby County, County and NineStar shall meet quarterly to assess expansion opportunities and necessary resources to achieve expansions.

20. Service Level Requirements: During each Consumer installation, and subsequently thereafter NineStar shall capture the speed test result and package subscribed to by each Consumer. NineStar shall report quarterly, in an Excel or equivalent spreadsheet software, to County the results of the speed test and package subscribed for the Consumer installations completed. NineStar shall meet ninety-five percent (95%) percent of the advertised levels of service for ninety percent (90%) of Consumer installations per weekly report. NineStar shall specifically advise County of failure to meet the respective ninety percent (90%) and ninety-five percent (95%) percent goals of service.

(a) **Service Level Reporting for Ongoing Service:** Beginning on January 31, 2028, NineStar shall submit an annual report detailing the number of service requests for outages or other problems (“Trouble Tickets”) created for the previous calendar year. Said report shall list the Trouble Tickets, the time and date of creation, and time and date of closure. The report shall also provide the percentage of submitted Trouble Tickets that were not closed within eight (8) hours from opening (“Resolution Period”) (collectively, the “Non-Conforming Tickets”). For Non-Conforming Tickets, the report shall detail the cause of the outage. If more than five percent (5%) of the Trouble Tickets are Non-Conforming Tickets, NineStar shall prepare a detailed report of the Non-Conforming Tickets (“Non-Conforming Report”) which includes: (1) the date and time of Trouble Ticket was opened; (2) the date and time the Trouble Ticket was closed; (3) the cause of the outage leading to the Trouble Ticket; (4) the resolution of the Trouble Ticket; (5) whether NineStar believes the Non-Conforming Ticket was the result of damage caused by parties other than NineStar or its subcontractors or a Force Majeure Event which cannot reasonably be resolved within the Resolution Period. NineStar shall then create a report and segregate the Non-

Conforming Tickets into two categories: (1) Non-Conforming Tickets it believes were the result of damage caused by parties other than NineStar or its subcontractors or a Force Majeure Event which cannot reasonably be resolved within the Resolution Period (“Excused Non-Conforming Tickets”) and (2) Non-Conforming Tickets for which the outage was not caused by parties other than NineStar or its subcontractors or a Force Majeure Event which cannot reasonably be resolved within the Resolution Period (“Violating Non-Conforming Tickets”). The County shall review the Non-Conforming Report and notify NineStar if it disagrees with its categorization of any Non-Conforming Tickets which are categorized as Excused Non-Conforming Tickets. If there is a disagreement as to categorization, the Parties shall meet and confer as to the categorization. If there is a continuing disagreement, the County shall nominate a neutral, knowledgeable third-party to determine the final categorization in the third party’s reasonable discretion. Upon final categorization, NineStar shall submit a report showing the percentage of total Trouble Tickets which are Violating Non-Conforming Tickets. If the Violating Non-Conforming Tickets exceed five percent (5%) percent of the total Trouble Tickets, NineStar will pay a penalty to the County of Two Hundred and Fifty Dollars and No Cents (US\$250.00) in 2028 (which amount shall escalate and increase by three percent (3%) every subsequent consecutive year (compounded) of the Term) for each Violating Non-Conforming Ticket which exceeds five percent (5%) percent threshold for the previous Calendar Year (each a “Non-Conforming Penalty”). The aggregate of the total Non-Conforming Penalties per calendar year, shall for 2028 not exceed Five Thousand Dollars and No Cents (US\$5,000.00), but such “not to exceed cap amount” shall escalate and increase by three percent (3%) every subsequent consecutive year (compounded) of the Term. Any amounts owed by NineStar to the County for Non-Conforming Penalties shall be paid to the Blue River Community Foundation to be held in trust and expended solely for the advancement and growth of broadband service and digital literacy promotion and adoption within Shelby County. The reporting requirements and potential penalties under this provision shall be limited to the time that NineStar is required to provide the services under Section 2 of this Agreement, If after a five (5) year period following the activation of the entire Project Area, should NineStar have not been required to pay the penalties described under this Section in more than two (2) calendar years, this annual reporting requirement terminates, except that County may request, no more than once per year, that NineStar provide details regarding the number of Violating Non-Conforming Tickets.

(b) **Service Level Uptime Requirements:** Beginning upon the Effective Date of this Agreement, NineStar shall design and operate the Network Extension Work to ensure reliable service with ninety-nine point nine percent (99.9%) uptime within Shelby County with consideration of environmental factors and damage caused by parties other than NineStar or its subcontractors (“Uptime Requirements”) . NineStar shall monitor and administer the Network Extension Work assets within Shelby County twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year. NineStar will be solely responsible for providing High-Speed Broadband Services to Consumers under its own brand. County will have no authority or responsibility for fielding Consumer inquiries, addressing customer concerns, or otherwise with respect to NineStar Consumers within Shelby County. County will have no responsibility for network upgrade costs or other costs to maintain or enhance the provision of services to such residential and/or business Consumers, beyond those defined in this Agreement under Network Extension Work. If NineStar fails to meet the Uptime Requirements under this provision on an annual basis, NineStar, within thirty (30) days of such failure, shall pay to the County an annual penalty (“Uptime Requirements Failure Penalty”) equal in to five thousand dollars and no cents (US\$5,000.00). Such Uptime Requirements Failure Penalty amount shall escalate and increase by

three percent (3%) every subsequent consecutive calendar year (compounded) of the Term. Any amounts owed by NineStar to the County for an Uptime Requirements Failure Penalty shall be paid to the Blue River Community Foundation to be held in trust and expended solely for the advancement and growth of broadband service and digital literacy promotion and adoption within Shelby County. The reporting requirements and potential penalties under this provision shall be limited to the time that NineStar is required to provide the services under Section 2 of this Agreement. If after a five (5) year period following the activation of the entire Project Area, should NineStar have not been required to pay the penalties described under this Section in more than two (2) calendar years, this annual reporting requirement terminates, except that County may request, no more than once per year, that NineStar provide a report of Uptime Requirements compliance.

21. Reserved

22. Other Services. NineStar shall not unreasonably withhold access to its fiber infrastructure and services in Shelby County. For services NineStar does not already provide across its footprint but are necessary to improve, expand, and/or enhance connectivity in Shelby County, NineStar shall provide such services on a not-to-exceed price based on the rate schedule attached hereto and incorporated by herein reference as **Exhibit [redacted]**.

23. Ownership. Exclusive of any rights granted to the County as may be described in Section 18, NineStar shall retain sole ownership and rights in its existing fiber network and any additions to the fiber network as contemplated by the Network Extension Work and this Agreement, including all materials, equipment, supplies, and facilities constructed and deployed in connection with the Network Extension Work. The entire fiber network will remain with NineStar, and County shall, other than the conditions described in this Agreement, have no interest therein. If NineStar undergoes a change in control, substantial sale of assets, acquisition, material change in management, or dissolution, it must provide notice in writing to County.

24. Confidentiality. Subject to the requirements of the Indiana Public Records Act, and as may be lawfully required, County and NineStar 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. County hereby covenants and agrees not to duplicate, use, or disclose, in whole or in part, any Confidential Information provided by NineStar without prior written consent from NineStar. Notwithstanding, County may disclose NineStar data related to the Network Extension Work to private or public entities for the sole purpose of applying for and/or securing funding or grants, provided that NineStar consents in writing, which consent shall not be unreasonably withheld or delayed.

25. Indemnification. NineStar covenants and agrees at its expense to pay and to indemnify, protect, defend, and save County, 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 NineStar’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 County, or other Indemnitees. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between County and NineStar or any affiliate thereof.

26. Insurance. NineStar shall maintain insurance in accordance with the insurance requirements attached hereto and incorporated by reference herein as **Exhibit [redacted]**. Prior to performing any Network Extension Work, and at any time upon the request of County, NineStar shall provide County with certificates evidencing compliance with all such insurance requirements.

27. Payment and Performance Bond. NineStar shall obtain and deliver to County evidence that it or its constructors have obtained a payment and performance bond in the amount of three million dollars and No Cents (US\$3,000,000.00) with the County listed as an additional insured and for the construction of the Project and Network Extension Work in form and substance acceptable to County’s legal advisor, such approval to not be unreasonably withheld, conditioned, or denied. Such bonds shall be attached hereto as Exhibit _____.

28. Use of Either Party’s Name; Joint Marketing. County acknowledges that all goodwill associated with NineStar’s name and logo are, and shall remain, the sole property of NineStar and no rights are conferred upon County to use the same without the prior written consent of NineStar, which consent shall not be unreasonably withheld or delayed. NineStar acknowledges that all goodwill associated with County’s name and logo are, and shall remain, the sole property of County and no rights are conferred upon NineStar to use the same without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. The Parties shall cooperate in joint marketing efforts utilizing the marketing resources and goodwill of each party to promote the High-Speed Broadband Services made available to Consumers as a result of the Network Extension Work. Except as otherwise mutually agreed to by the Parties, each Party shall bear its own expenses without contribution in connection with such joint marketing efforts.

29. Authority. County and NineStar 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.

30. Event of Default; Remedies. Unless otherwise required by law, in the event that a Party breaches a material provision of this Agreement (“**Event of Default**”) (“**Defaulting Party**”), the innocent party (“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 cable splicing has been completed at all locations listed on Exhibit ____. If Project is not completed by June 30, 2027, NineStar waives any defenses and acknowledges that no County funding will be made available after December 31, 2026.

31. Attorneys' Fees. In the event legal action is instituted by any Party to enforce the terms of this Agreement or which arises out of the execution of this Agreement, the prevailing Party in such legal action will be entitled to receive from the other Party the prevailing Party's reasonable attorneys' fees and court costs, including the costs of appeal, as may be determined and awarded by the court in which the action is brought. The right to attorneys' fees shall survive the termination of this Agreement.

32. County's Covenants. County shall indemnify, defend, and hold harmless NineStar from and pay all costs related to, any and all claims, demands, losses, injuries, liabilities, costs, or expenses suffered or incurred by County, or any party acting by, through, or under County, arising out or as a result of the exercise by County of its right or obligation hereunder, unless caused by a NineStar Event of Default, negligence, or willful misconduct of NineStar or any party acting by, through or under NineStar.

33. NineStar's Covenants.

(a) County shall not be liable to NineStar for, and NineStar shall defend and hold harmless County 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 NineStar, or any party acting by, through, or under NineStar arising out or as a result of the exercise by NineStar of any right granted to NineStar hereunder, unless caused by a County Event of Default or the gross negligence, intentional actions, or willful misconduct of County or any party acting by, through, or under County;

(b) NineStar commits to complying with the requirements of ARPA, including but not limited to, assisting County with federal reporting metrics. NineStar acknowledges that all work contemplated by this agreement to be funded by the County must be completed on or before December 31, 2026. NineStar waives payment for any Project work completed or invoiced to the County after December 31, 2026. NineStar will complete the Network Extension Work no later than June 30, 2027. NineStar acknowledges and agrees that any Network Extension Work remaining uncompleted and/or uninvoiced as of January 1, 2027, will be completed at NineStar's sole economic cost. . If NineStar fails to complete the Network Extension Work on or before June 30, 2027, NineStar waives any defenses to the County attaching the performance bond described in Section 27, subject to Force Majeure

(c) Good Faith: NineStar commits to working and negotiating with County in good faith to reach a mutually acceptable agreement that meets the requirements and standards described in the County Request for Proposal.

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

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

35. 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.

36. 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.

37. 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 Shelby County:

Shelby County, Indiana
Attn: Jason Abel
25 W. Poke Street, Room 206
Shelbyville, Indiana 46176
Telephone: 317-392-6330
Fax: 317-392-6393
Email: jason.abel@co.shelby.in.us

With copies to:

Taft, Stettinius & Hollister
Attn: Thomas A. John, Esq.
Christopher Miller
Lauren Stenger
One Indiana Square, Suite 3500
Indianapolis, IN 46204
Telephone: (317) 713-3697
Fax: (317) 713-3699

Notice to NineStar:

Entity
Attn:
Address
Address
Telephone:
Fax:
Email:

With copies to:

McNeelyLaw LLP
Attn: Cynthia Bedrick
Jacob Brattain
2177 Intelliplex Drive, Suite 251
Shelbyville, IN 46176
Telephone: (317) 825-5110

Email: tjohn@taftlaw.com

38. 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.

39. Survival. The provisions of Sections 18, 22, 24, 25, 26, 27, 28, and 29 will survive termination of this Agreement.

Commented [LS10]: Additional sections for survival.

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

41. Venue. The exclusive venue for all cases or disputes related to or arising out of this Agreement shall attach to the appropriate state Commercial Court or federal courts of Marion County, Indiana.

42. No Third-Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

43. 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, The Impacted Party shall give notice promptly of the Force Majeure Event 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.

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

45. 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.

46. 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.

47. 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.

48. 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.

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

50. 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.

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

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

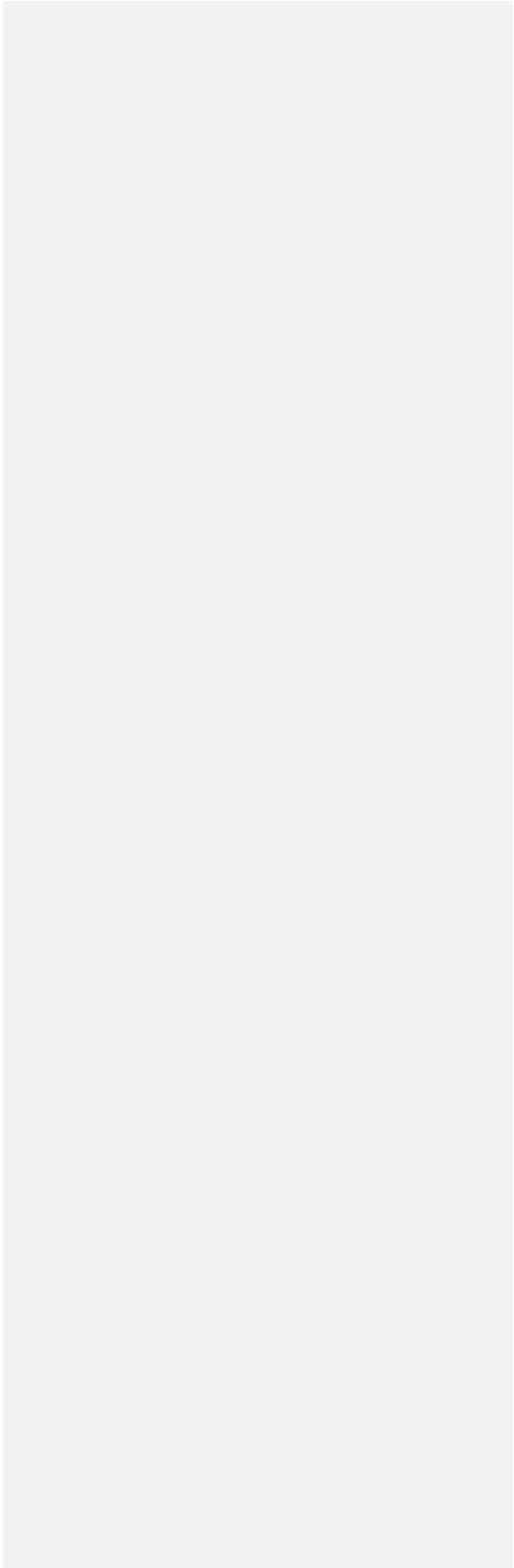
53. Not an Offer. This Agreement or any draft thereof shall not be considered an offer to contract and shall not be binding against either Party until it is fully executed by both County and NineStar.

54. 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.]

[REST OF PAGE LEFT INTENTIONALLY BLANK.]

DRAFT



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

COUNTY:

SHELBY COUNTY, INDIANA

By:

Name:

Title:

By:

Name:

Title:

By:

Name:

Title:

NINESTAR:

ENTITY

By:

Name:

Title:

Exhibit A

Shelby County RFP

[This page is intentionally left blank. See next page.]

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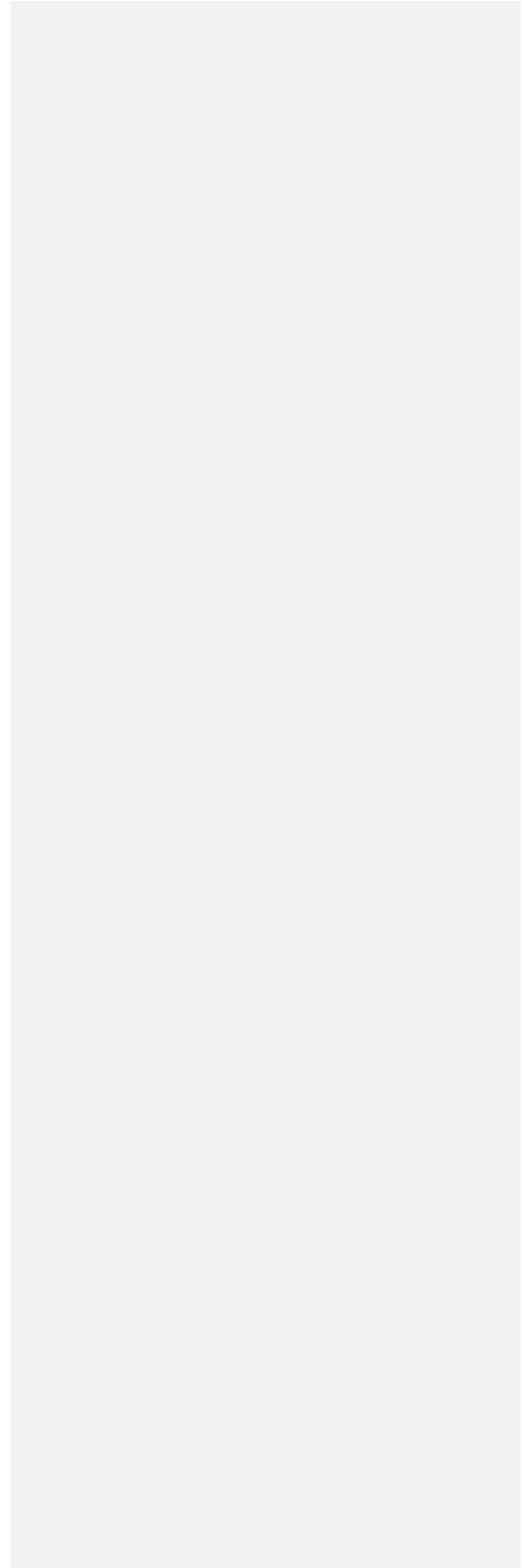


Exhibit B

NineStar RFP Response

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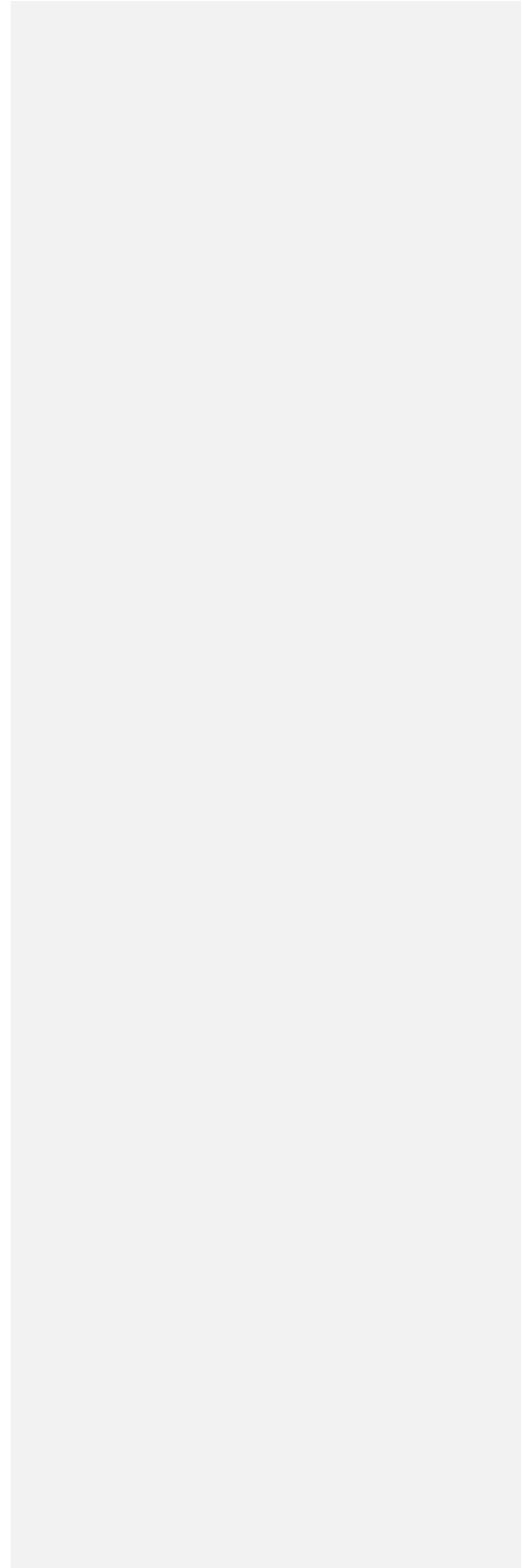


Exhibit C

Service Area Map; List of Serviceable Addresses

[To be inserted by NineStar.]

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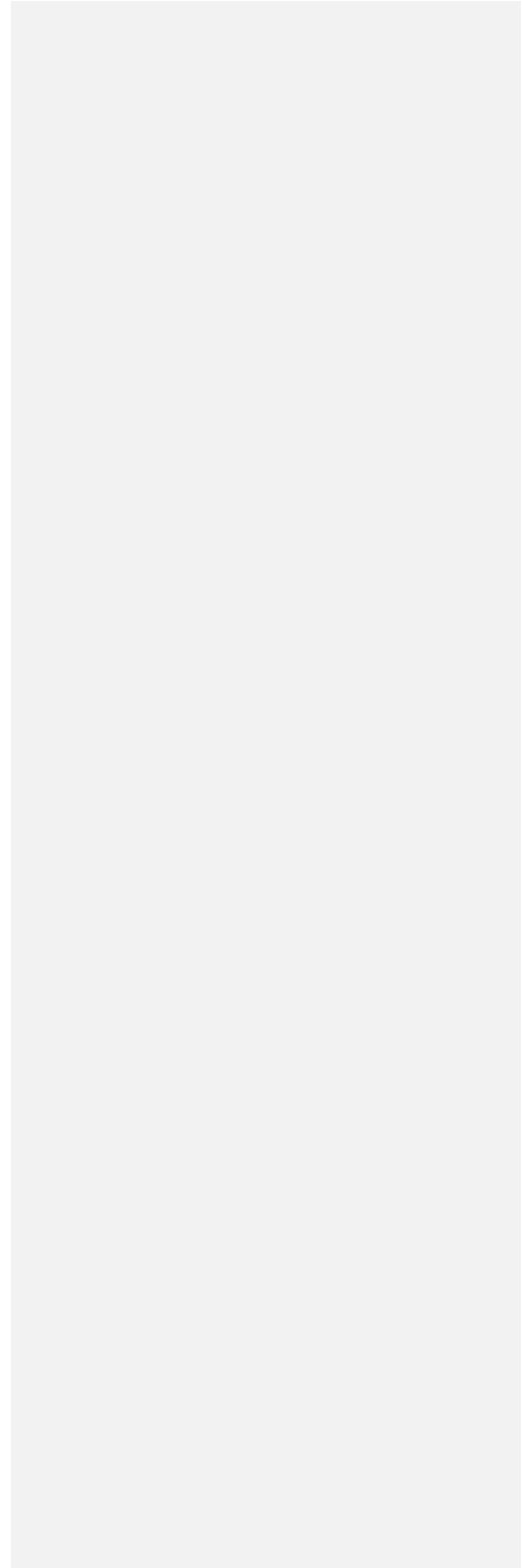


Exhibit D

Payment Schedule

County shall be obligated to pay a total of Three Million Dollars and No Cents (US\$3,000,000.00) per the Payment Schedule as part of the necessary funding to construct and activate the Project. NineStar shall not be obligated to construct and install the Broadband Project within the Project Area until it receives payment.

County will pay to NineStar the amounts set forth herein. NineStar will invoice County by submitting an invoice to the County at [NAME, ADDRESS, EMAIL]. County will pay NineStar the invoiced amounts within thirty (30) days of the date appearing on the applicable invoice (“Invoice Date”), consistent with Section # of this Agreement. The following will apply with respect to invoices for charges set forth below:

MILESTONE PAYMENT SCHEDULE		
Milestone	Percentage (%) of Contribution Amount	Amount
Upon Completion of Segment 1 Locations, Including Locations Covered by Network Extension and Upgrade Work	10%	US \$30,000.00
Upon Completion of 50% of Locations, Including Locations Covered by Network Extension and Upgrade Work	25%	US \$750,000.00
Upon Completion of 75% of Locations, Including Locations Covered by Network Extension and Upgrade Work	25%	US \$750,000.00
Within fifteen (15) business days from the date of Written Notice by Grantee of Activation of the Entire Project Area	25%	US \$750,000.00
Total	100%	US \$3,000,000.00

Commented [LS13]: Payments split into 10 - based on 10 segments?

Commented [LS11]: NineStar to assist on defining segments.

Commented [JTA12R11]: Still need schedule

PAYMENT INSTRUCTIONS:

Commented [TJ14]: Draft placeholders, to be negotiated

To _____ **send** _____ **a** _____ **check,** _____ **mail** _____ **to:**

NineStar

Attn: [Name]

[Address]

[City, State Zip]

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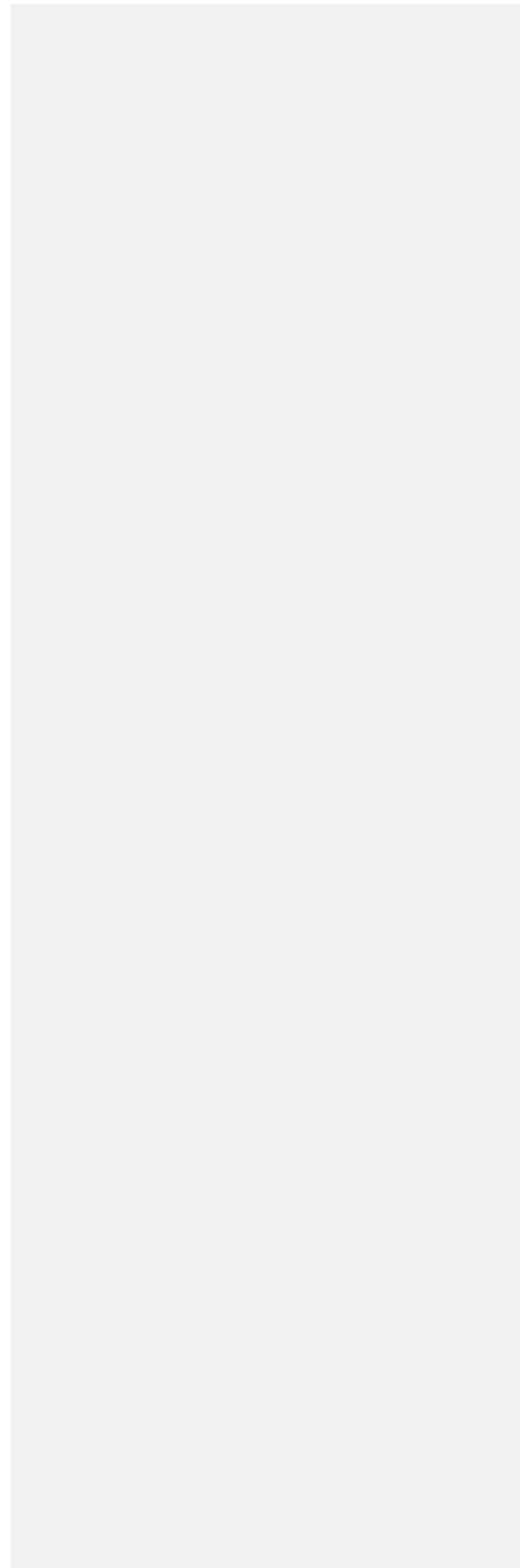


Exhibit E

Proposed Construction Milestone and Deployment Timeline

[To be inserted by NineStar.]

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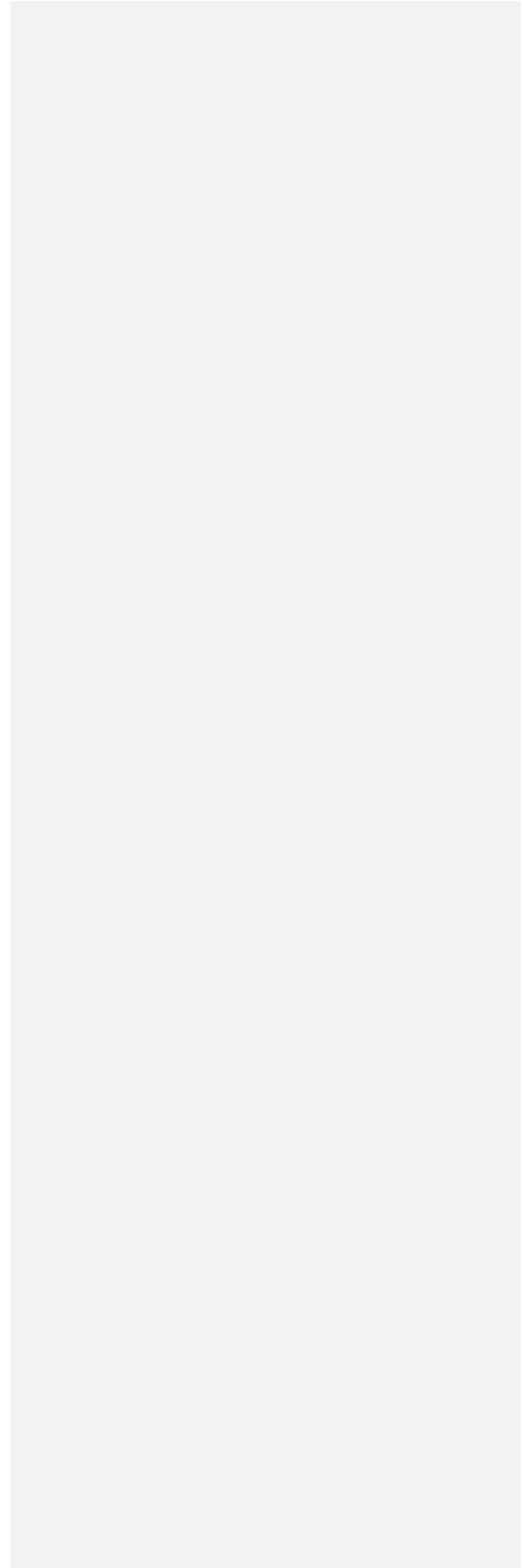


Exhibit F

Installation Terms

[To be inserted by NineStar.]

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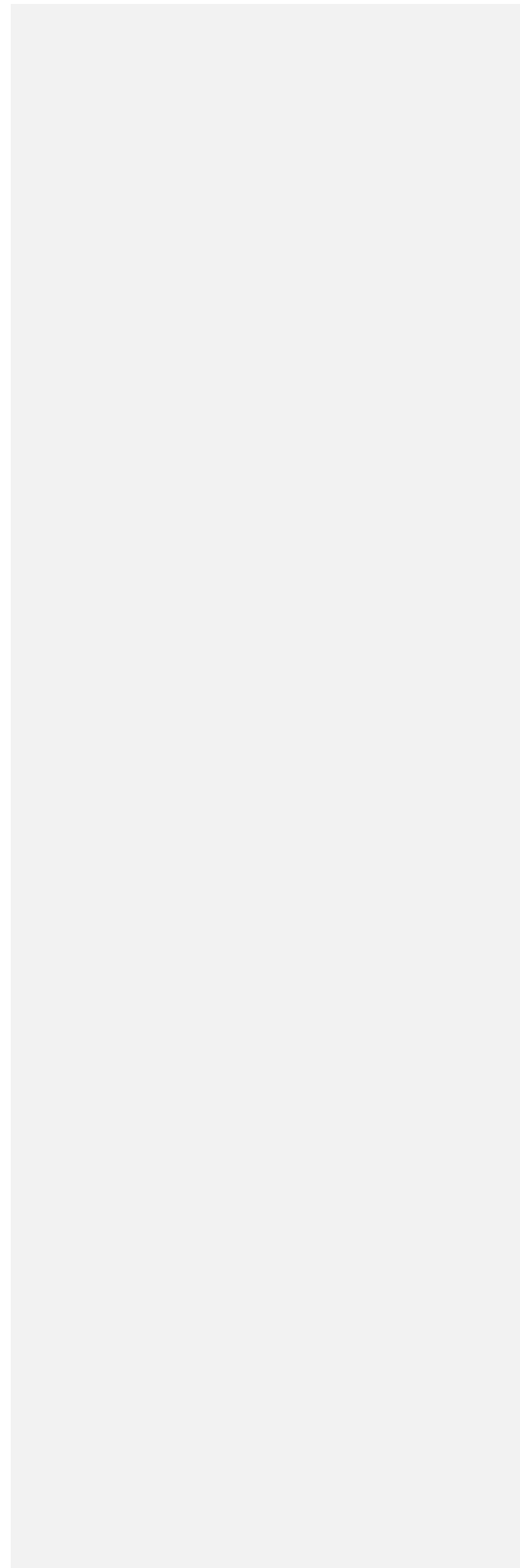


Exhibit G

Price Offerings

[To be inserted by NineStar.]

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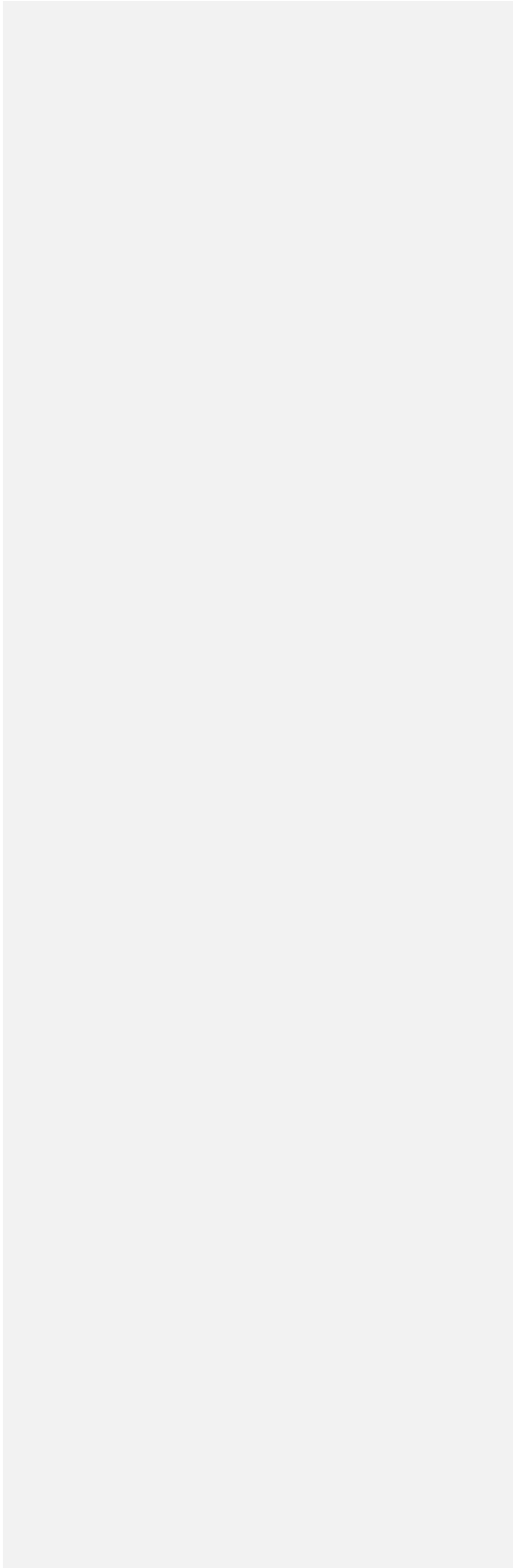


Exhibit H

Insurance Requirements

1. Except as otherwise stated below, NineStar shall maintain the following insurance for the duration of this Agreement and at all times when performing Network Extension and Upgrade Work:

Commented [A15]: Check with George

- (a) Commercial General Liability insurance, reasonably equivalent to the latest filed and approved ISO CG 00 01 coverage form, with commercially reasonable endorsements, in an amount of two million dollars (US \$2,000,000.00) for bodily injury and property damage per occurrence, and two million dollars (US \$2,000,000.00) general aggregate. An updated certificate will be issued at each renewal or upon request, but no more than once annually, evidencing the satisfaction of the insurance requirements herein. Upon request, NineStar will provide the Certificate of Insurance no more than two (2) years after expiration of this Agreement.
- (b) Worker's Compensation insurance in accordance with applicable state law where the Network Extension and Upgrade Work is performed.
- (c) Employers Liability insurance in an amount of one million dollars (US \$1,000,000.00) each accident, one million dollars (US \$1,000,000.00) each employee by disease and one million dollars (US \$1,000,000.00) policy limit by disease.
- (d) Business Automobile insurance with combined single limit of one million dollars (US \$1,000,000.00) each accident.
- (e) Umbrella/Excess Liability insurance following the form of the Commercial General Liability, Business Automobile Liability and Employers Liability insurance policies in an amount of five million dollars (US \$5,000,000.00) per occurrence and five million dollars (US \$5,000,000.00) general aggregate. NineStar may use any combination of primary and umbrella/excess insurance to meet the total limits required, provided such combination is commercially reasonable and in the insurance industry for an entity of the size and scope of NineStar and in the same industry.

2. All insurance policies required hereunder shall be written by companies with an A. M. Best Financial rating or its equivalent of "A-" or better that are eligible to conduct business in the state(s) where the Network Extension and Upgrade Work is performed. All policies must be primary with respect to the County and contain a waiver of rights of subrogation in favor of the County to the extent allowed by the law. The Commercial General Liability, Business Automobile and Umbrella/Excess liability policies required by this Agreement shall include the County as an additional insured by endorsement as respects this agreement.

Exhibit I

PAYMENT APPLICATION CONTENTS AND FORM

Provided with Payment Request: Speed test results spreadsheet showing results at each address requested for reimbursement along with invoice.

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