Questions/Responses to RFP: Internet Service Providers for Grafton County

October 28, 2026

1) **NTIA Grant Requirements and Liability**
   Please clarify whether the County will indemnify the Network Operator from penalties, grant repayment obligations, clawbacks, or other liabilities resulting from failure to meet grant requirements, except to the extent such failure is directly attributable to the Network Operator.

   A1) The Network Operator will have no responsibility for penalties, grant repayment obligations, clawbacks, or other liabilities resulting from failure to meet grant requirements.

2) **Wireless Broadband Requirement**
   Page 8 states that the Network Operator will provide "high-speed, wireless and fiber broadband services." Please clarify what is intended by "wireless" broadband services. Would in-home and business Wi-Fi satisfy this requirement, or is the Network Operator expected to provide fixed wireless or another form of wireless broadband service?

   A2) The Network Operator is not responsible for any type of wireless services beyond residential and business WiFi.

3) **Exclusive vs. Multiple Network Operators**
   Will the successful bidder be granted exclusive operating or service rights on the network segment(s) included in its proposal, or could multiple Network Operators/ISPs be selected to operate or provide service over the same segment of fiber?

   A3) The County's goal is to have a single O&M partner that will be responsible for every aspect of the network. The O&M partner will be able to utilize and lease out the network segments at their discretion provided that open access to the network is maintained.

4) **County Capital Expense Responsibility**
   Page 9 states that the Owner is responsible for capital expenses for the MMN as funded by the grant. Please clarify the extent of the County's capital funding responsibility, including whether there are capital costs associated with the MMN that are expected to be funded by the Network Operator.

   A4) Upon completion of the grant funded MMN network being built, the county will bear no further financial obligation to the network's infrastructure or maintenance. Any capital costs post-completion will be the responsibility of the O&M partner.

5) **Operator Input Into Network Design**
   Page 9 states that the Owner will procure one or more prime contractors to construct the fiber and wireless infrastructure. To what extent will the selected Network Operator have input into the final network design and construction standards? The Network Operator would need an

opportunity to ensure that routing, fiber counts, architecture, equipment, redundancy, and other design elements are compatible with its operational and reliability requirements.

A5) The County is willing to work with the selected O&M partner on design and construction needs on portions of the network that have not been completed. No changes to completed portions will be considered unless the O&M partner bears financial responsibility for said changes.

6) **Open-Access Revenue and Wholesale Rates**
The RFP states that the Network Operator will be responsible for operating costs associated with the network while also describing the MMN as an open-access network. If a third-party ISP wishes to obtain access to the network, who will establish the applicable wholesale rates, who will collect the associated revenue, and would the revenue be allocated between the County and the Network Operator?

A6) The County's selected O&M partner will possess the ability to grant access to the network by third-party ISPs. With that, the O&M partner will be able to decide on wholesale rates and will also be able to collect and retain any generated revenue associated with those rates. No funds will be paid to the County.

7) **Performance Bond**
Please clarify the obligations secured by the required performance bond, the circumstances under which the County would be permitted to make a claim against the bond, and whether the required bond amount will remain fixed throughout the term of the agreement.

A7) The obligations secured by the performance bond would pertain to items such as reasonable network outage restoration times, general maintenance of the MMN and anything that affects the overall performance of the MMN. Considering the possibility of changes within the O&M Partner's organization and how they could potentially alter both operations and maintenance, the performance bond will need to be maintained at the same level throughout the term of the agreement.

8) **Ownership of Network Assets**
Please clarify the ownership and responsibility for the various network assets, including fiber, conduit, pole attachments, huts/POPs, cabinets, electronics, power systems, generators, network equipment, and other infrastructure. Specifically, which assets will be considered County-owned assets and which will be considered assets of the Network Operator?

A8) All assets associated with the MMN will be owned by the County until NTIA dictated ownership requirements have been met. The responsibility for items such as fiber, conduit, pole attachments, huts/POPs, cabinets, electronics, power systems, generators, network equipment, and other infrastructure will lie with the selected O&M partner as they can utilize the MMN for profit.

9) **Capital Replacement and Lifecycle Costs**
Following completion of the grant-funded network, which party will be responsible for capital replacement, lifecycle equipment refresh, capacity expansion, network relocations, replacement electronics, backup power systems, and other major capital expenditures associated with the MMN?

A9) Following completion of the network and the subsequent "handoff" to the chosen O&M partner, the County will bear no financial responsibility for any aspect of the network. This includes any capital replacement, lifecycle equipment refresh, capacity expansion, network relocations, replacement electronics, backup power systems, and other major capital expenditures associated with the MMN.

10) **O&M vs. Capital and Extraordinary Expenses**
Please provide additional clarification regarding which costs will be considered ongoing network operations and maintenance expenses borne by the Network Operator versus capital or extraordinary expenses borne by the County. Please specifically address major fiber repairs, storm damage, pole relocations, make-ready work, equipment replacement, and other significant unplanned network expenditures.

A10) The county will have no financial obligation for any ongoing network operations and maintenance expenses. The O&M partner can freely profit from the network without compensation to the County. Therefore they will be responsible for all O&M costs post-handoff.

11) **Priority Access vs. Open Access**
Please clarify what is meant by the selected ISP(s) receiving "priority access" to the middle-mile infrastructure while the network is also intended to operate on a nondiscriminatory, open-access basis. What specific rights or benefits does "priority access" provide to a selected ISP?

A11) The selected O&M partner will be responsible for the allocation of the network infrastructure. As the selected O&M partner will be in control of access to the network, they will maintain "priority access" as being the arbiters of the network.

12) **Engineering and GIS Information**
Please provide available engineering drawings and GIS/KMZ data showing planned fiber routes, fiber counts, splice locations, handholes, cabinets, huts/POPs, electronics locations, interconnection points, and planned municipal connections.

A12) Access to the Customer Dashboard provided by the County's design and construction partner is currently in progress. The Dashboard is the repository for that information.

13) **Current Construction Status and Schedule**
Please provide the current design, permitting, make-ready, and construction status of each

network segment, along with the anticipated construction completion and service-ready dates for each segment.

A13) The County's MMN is currently being constructed based on contiguous make-ready being made available. With that, we are unable to provide specific "service-ready" dates. The anticipated completion of the MMN is slated for 9/30/27.

14) **FTTH Build-Out Obligation**
Is the selected ISP required to construct FTTH to all premises within a defined geographic area associated with the MMN, or may the ISP determine which last-mile areas and premises are economically feasible to serve?

A14) The selected O&M partner is not obligated to construct FTTH to all premises in a defined geographical area. The County understands that not all locations are economically feasible to serve. If a potential customer is willing to contribute to building to an area that is not economically feasible, the County's expectation is that the O&M partner will consider that and build to said area if a mutual agreement can be reached with that customer.

15) **Ownership of Privately Funded Last-Mile Infrastructure**
Who will own last-mile fiber, electronics, and related infrastructure constructed and funded by the selected ISP using private capital?

A15) Any last-mile infrastructure built by the O&M partner or any ISP that is granted access to the open-access network will be fully owned by that entity. The County will have no claim to anything built outside of the scope of the grant.

16) **Maximum Per-Home Contribution**
The proposal requests that bidders identify a "maximum per-home contribution." Please clarify what is meant by "contribution" and what costs or assets the contribution is intended to support. Specifically, is the County asking bidders to identify the amount they are willing to invest per home passed toward FTTH construction? Please also clarify how this would apply where the Network Operator funds and retains ownership of the last-mile fiber and associated electronics versus situations where those assets are owned by the County.

A16) The "maximum per-home contribution" is in reference to any build costs that go beyond the typical "drop" or installation that connects a home or business to the network. The County is not requesting a specific amount to be associated with this. This would apply to all last-mile costs as the County will not own or have financial interest in last-mile buildout.

17) **Term of Agreement**
What is the anticipated initial term of the Network Operator Agreement, and are there anticipated renewal or extension options?

A17) The County is required to maintain ownership of the NTIA / grant funded Middle Mile Network for a term of 20 years. There is a way to transfer ownership of the network to a third-party prior to the end of the 20 year term. Grafton County is working with the NTIA on the specifics of how that works and what is required.

18) **Fees or Payments to the County**
Will the Network Operator be required to pay any license fees, lease payments, revenue-sharing payments, or other financial obligations to the County for use of the MMN? If so, please describe how such payments would be calculated, for example, by customer, location, town, network segment, revenue, profit, or another methodology.

A18) The selected O&M partner will be required to incur any license fees, lease payments, insurance and any other costs associated with the MMN. There will be no expectation of revenue-sharing payments to the County. The County shall have no financial obligation for any maintenance or operational cost for the MMN at any time during the ownership terms dictated by the NTIA.

19) **Use of Middle-Mile Fiber for Customer Connections**
Some potential customer locations are situated along long road corridors where the middle-mile fiber will pass directly by or near the premises. In these situations, will the selected ISP be permitted to splice into the middle-mile fiber at intermediate locations to construct FTTH laterals and customer drops, or will customer connections be limited to designated interconnection or access points?

A19) The selected O&M partner will be allowed to utilize the MMN as they see fit to meet customer needs. This includes the installation of additional splice points and customer drops.

20) **17. Fiber Allocation for FTTH Connections**
If splicing into the middle-mile fiber for FTTH service is permitted, will specific fiber strands or fiber counts be allocated to the selected ISP for this purpose, and will the ISP have flexibility to establish additional splice points along the route as needed to serve customers?

A20) Allocation of the MMN fibers will be at the discretion of the selected O&M partner. The O&M partner can establish additional splice points as needed to support customer needs.