



319 Black River Lane
Lorain, Ohio 44052
440.204.2269
lorainport.com

DATE: September 6, 2024
TO: Board of Directors
FROM: Jeff Zellers, Chairman, Contract Management Committee
SUBJECT: Meeting Notice

Please be advised that a Contract Management Committee Meeting has been
scheduled for 5:00 p.m. on

Tuesday, September 10, 2024

Location:
Lorain Port and Finance Authority
319 Black River Lane
Lorain, OH 44052

cc: Mayor/Administration
City Council
Media

Lorain Port and Finance Authority
Contract Management Committee Meeting
Tuesday, September 10, 2024, at 5:00 p.m.
Port Offices

AGENDA

- I. Roll Call
- II. Report of Chairman
 - A. Phone and internet services
 - B. Gas and electric rates
- III. Other Business
- IV. Adjournment

Current contract is with Lumen for telephone and internet services.
Our contract was for 5 years, October 2019 - October 2024.

Brightspeed bought out a portion of the lines, so if we stay with Lumen our cost will increase substantially.

We have quotes from Brightspeed for a cloud based system with a lot more features.
This would be a 3 year contract.

Monthly charge.

\$	495.00	100 M internet service without the managed router. (Managed router cost \$78 per month).
\$	270.05	Voice + Ring Central
\$	<u>765.05</u>	

One time fee of \$186.61 for shipping the phones and onboarding services.

\$	728.00	Lumen current monthly cost
\$	765.00	Brightspeed new monthly cost
\$	<u>37.00</u>	Increase monthly cost

\$ 16.00 Zoom monthly cost saving due to these features included with Brightspeed contract.

\$ 21.00 Actual monthly increase.

\$	765.00	Brightspeed monthly cost
	36	Months
\$	<u>27,540.00</u>	Total contract cost over 3 years.



Brightspeed Service Quotation

Business Name:	Lorain Port Authority	Date:	12-Aug-24
Business Address:	319 Black River Lane lorain, OH 44052-3459	Account Number:	BXN4YF7PYV
Business Contact:	Yvonne Smith ysmith@lorainportauthority.com 440-204-2268	Customer Segment:	Enterprise
		Account Manager:	Trent Monday trenton.monday@brightspeed.com

Lorain Port Authority : 319 Black River Lane , lorain, OH 44052-3459

Location Contact: Yvonne Smith
ysmith@lorainportauthority.com
(44-0) -204-2268

Quote #: **100001322**
Expiration Date: 10-Nov-24
Requested Install Date: 30-Aug-24
Service Terms: 36 Months

Product Code	Description	Quantity	Net Price	MRC Total	NRC Total
BV+ADV-PKG-SEAT	BV+ Advanced Package	7	\$ 29.00	\$ 203.00	
BV+INTL-CALL	BV+ International Calling (Per Country Rates)	1			
POLY-E450PHONE	Poly E450 Series IP Phone	5	\$ 8.31	\$ 41.55	
POLY-TRIO-8800	Poly TRIO 8800 Conference Phone	1	\$ 22.19	\$ 22.19	
CISCO-ATA191	Cisco ATA191 2 Port with Router	1	\$ 3.31	\$ 3.31	
BV+SHIP-7+	BV+ Shipping Fee 7 or more Units Fee		\$ 36.61		\$ 36.61
BV+TECHONB-100	BV+ Remote Customer Technical Onboarding		\$ 150.00		\$ 150.00
Lorain Port Authority Totals				\$ 270.05	\$ 186.61
Quote Total				\$ 270.05	\$ 186.61

Brightspeed Enterprise Near-Net Off-Net MAC DIA Order Form

Order Information

Opportunity ID (Brightspeed PON):	59377664	Date of Quote:	8/12/24
Customer Name:	Lorain Port Authority	Customer Account (BAN):	NEW
Requested Due Date:		Customer Purchase Order # (PON):	
Quote Expiration Date:	11/10/24	Quote #:	
OFF-NET DIA:	NO	MAC Order:	
OFF-NET Provider:	None		

Customer Contact Information

	Name	Number	Email
Primary Contact:	Tom Brown	440-204-2265	tbrown@lorainportauthority.com
Technical Contact:	Tom Brown	440-204-2265	tbrown@lorainportauthority.com
Billing Contact:	Yvonne Smith	440-204-2268	ysmith@lorainportauthority.com
Local Onsite Contact:			
		Technical Contact is same as Primary Contact	<input type="checkbox"/>
		Billing Contact is same as Primary Contact	<input type="checkbox"/>

Location Information

Location Name (BLDG CLLI):	Near-Net - Fiber build Required	State or Province:	OH
Address:	319 BLACK RIVER RD	Floor / Room / Suite:	1
City:	LORAIN	Interface Type	Copper
Zip or Postal Code:	44052	Connector	RJ45

IP Port Information

MRC

NRC

Dedicated Internet Access			
Term:	3 yr	-	-
Port Speed:	GigE (up to 1Gb)	-	-
Sub Bandwidth:	100M	\$495.00	-
Managed Router:	none	\$0.00	-
WAN IP's:	/29	-	-
LAN IP's:		-	-
Routing Protocol:		-	-
Price Plan Feature Code	DIA 100M	-	-
Price Plan Description	DIA 100M 3 yr	-	-
Build Required (Cost):		-	-
Total		\$495.00	\$0.00

Notes

Customer is on-net

Sign and send to your Sales Representative

Terms and Conditions Governing This Quote / Order

- "Brightspeed" is defined for purposes of this quote as Brightspeed Broadband, LLC, or its affiliated entities providing Services under this quote. The quote may be referred to as an "Order" upon signature by Customer. The Brightspeed entity providing Services is identified on the invoice for the Services.
- This confidential quote or Order may not be disclosed to third parties and is non-binding until accepted by Brightspeed, as set forth in Section 5. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Brightspeed) this document and returning it to Brightspeed.
- If Services reflected in this quote will be purchased via an Access Service Request (ASR) by a Customer that has established such capability (e.g. generally applicable to certain wholesale customers), the following shall apply: (A) Customer's ASR shall include the applicable PNUM, if any, specified in this quote or in an applicable written agreement signed by both Parties; (B) Brightspeed reserves the right to adjust the PNUM codes used by Customers (but not the underlying rates or terms associated with the PNUM) by providing written notice to Customer; (C) if the Order involves special construction, Customer must sign this quote before submitting the ASR and Customer may also be required to sign a separate Special Construction Form reflecting the estimated construction costs; (D) if the quote reflects special pricing Customer must sign this quote before submitting the ASR; and (E) a quote that is not for special construction and does not contain custom rates is an information only quote that contains the applicable rates in effect on the Quote Issue Date for the services being quoted, but Customer will be charged the applicable rates in effect under the Governing Documents (as defined in Section 16 below) on the date the Customer ASR is accepted, and (F) if a valid PNUM is not properly specified by the Customer within an ASR the Service will be charged at the then standard Tariff or ISG rates applicable to the Service.
- Unless otherwise specified, pricing for On-Net Services is valid for ninety (90) calendar days from the date indicated, and pricing for Off-Net Services is valid for forty-five (45) calendar days from the quote issue date, subject to Section 6 below. If the Customer doesn't sign and return the quote form to Brightspeed and, where applicable, submit an Access Service Request (ASR) within the timeframes specified above, the quote expires and the Customer must submit a request for a new quote. Any construction costs reflected on the quote is an estimate only and is subject to the terms of Section 6 below.
- Brightspeed will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Brightspeed will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Customer will pay Brightspeed's standard expedite charges if Customer requests a delivery date inside Brightspeed's standard interval duration. Provisioning intervals will be adjusted and the "Customer Commit Date" may be adjusted as necessary to reflect any applicable notices and confirmations under Section 6 below.
- Prior to completion of installation: Brightspeed may notify Customer in writing (including by e-mail) of additional charges due to:
 - notices of additional charges received by Brightspeed from off-net vendors subsequent to the preparation of the quote. Customer has eight (8) business days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges except for out-of-pocket costs (if any) incurred in constructing facilities prior to the date of cancellation; or
 - special construction costs in excess of those quoted which are determined to be necessary (e.g. as a result of a final facilities check, site survey or during the course of construction). Customer has ninety (90) calendar days following such notice to confirm in writing its acceptance of the additional costs; or otherwise, Customer is deemed to have cancelled the Order without additional termination charges. Brightspeed will not commence or continue any engineering or construction related to the additional costs specified in the notification until it receives from the Customer a separate signed quote or Special Construction Form (SCF) or other written confirmation of Customer's acceptance of the additional special construction costs. Brightspeed reserves the right to request payment for the additional cost, or a portion thereof, in advance of construction.
 - After notice of additional costs is given pursuant to this Section 6, if costs continue to increase during the period before Customer provides confirmation of its acceptance, Brightspeed may again notify Customer of such increases, in which event the process outlined in Section 6 shall repeat with respect to such cost increase(s). Brightspeed must notify Customer of any new increases not later than seven (7) calendar days after receipt of Customer's confirmation of acceptance of costs specified in a prior notice.
- Brightspeed will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, provided however, if Brightspeed cannot complete installation due to Customer delay or inaction, Brightspeed may begin charging Customer and Customer will pay such charges in the absence of a cancellation. If Customer notifies Brightspeed within five (5) business days after delivery of the Connection Notice that Service is not functioning properly, Brightspeed will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. Such credits shall apply in lieu of any credits that would otherwise apply under an applicable Service Level Agreement (SLA) for the affected Service. A "deficiency" in the Service will be deemed to exist for purposes of requiring correction under this paragraph if Customer would otherwise be entitled to credits under the applicable SLA if the Service had previously been functioning properly. Following expiration of the notice period specified in this paragraph and correction of deficiencies (if any) identified by Customer, subsequent non-performance, outages, failures to deliver or defects in Service will be governed by the SLA applicable to the affected Service, which shall be Customer's sole remedies for the items covered by

8. At the expiration of the Service Term, unless otherwise specified in the applicable Service Attachment, Service will continue as follows: (A) for On-Net Service, month-to-month at existing rates, subject to adjustment by Brightspeed on thirty (30) days' advance written notice, until either Party provides thirty (30) days advance written notice of termination, and (B) for Off-Net Service, at existing rates subject to adjustment and/or termination in accordance with the notice provisions governing the applicable third party carrier arrangement, and in each case such Service shall continue to be subject to the terms of the Governing Documents specified in Section 16 below, until terminated.

9. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Services will be Brightspeed's Minimum Point of Entry (MPOE) at such location (as determined by Brightspeed). Off-net demarcation points will be the off-net vendor's MPOE. If this quote identifies aspects of services that are procured by Customer directly from third parties, Brightspeed is not liable for such services.

10. Equipment provided by Brightspeed to be located in Customer's premises ("CPE") is subject to the terms of the CPE Addendum. A copy of the CPE Addendum and a list of Services to which it applies is available upon request, and Customer acknowledges its acceptance of such terms based upon review or waiver of the right to request same. If requested by Customer, and for an additional charge, Brightspeed will provide assistance with activating and/or configuring equipment on Customer's side of the demarcation point ("Activation Support").

11. Charges for Service are exclusive of Taxes and Fees. Customer is responsible for all taxes and fees, in accordance with the Governing Documents under Section 16. If Customer presents Brightspeed with a valid exemption certificate that eliminates Brightspeed's obligation to pay certain Taxes and Fees, the exemption will apply prospectively. Single prices shown for any bundled Services or for Services provided at multiple locations will be allocated among the individual Services for the purpose of applying taxes and regulatory fees and may also be divided on Customer's invoice by location served.

12. For Off-Net Services under an Order that utilize TDM access, the following apply: (a) on sixty (60) days' prior written notice, Brightspeed may re-provision Customer's Service ("Re-provision"). If Customer objects to the Re-provision, Customer may terminate the affected Service without early termination liability by notifying Brightspeed in writing within thirty (30) days of the date of the Re-provision notification; and (b) in response to a rate increase by third party providers, Brightspeed may implement a corresponding increase in rates for such Services upon sixty (60) days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Brightspeed in writing within thirty (30) days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (b)(ii), Customer's requested disconnect date must be within ninety (90) days of the Rerate Notice. Unless Customer so notifies Brightspeed, the affected Service will continue to be provided at the increased rates.

13. All transport Services ordered from Brightspeed will be treated as interstate for regulatory purposes. Customer may certify transport Service as being intrastate (for regulatory purposes only) in a format as required by Brightspeed, but only where the transport Services are sold on a stand-alone basis, the end points for the Service are located in the same state and neither end point is a Brightspeed provided IP port ("Intrastate Services"). Where Customer requests that Services be designated as Intrastate Services, Customer certifies to Brightspeed that not more than ten percent (10%) of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in an Order.

14. If Brightspeed offers Internet Services in the Asia-Pacific region where it does not hold a license to provide the Service, Customer consents to Brightspeed providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Brightspeed and its vendors (if any) whose Internet Services is resold by Brightspeed as its agent to the extent necessary to obtain such Service.

16. Governing Documents.

(A) If the Service(s) reflected on this quote will be provided by a Brightspeed ILEC affiliate solely pursuant to an ISG or Tariff (i.e., without a separate contract), the Order will be governed by these terms and conditions and by the terms specified in Sections 17 or 18 below, as applicable.

(B) If the Service(s) reflected on the quote will not be provided pursuant to 16(A) above, the Service identified in this Order is subject to the Master Service Agreement between Brightspeed and Customer and any applicable Service Attachments, to the extent not inconsistent with this Order. If the Master Service Agreement does not include the Service Schedule(s) applicable to the Service(s) reflected in the Order, then Brightspeed's current standard Service Schedule applicable to the Services will apply, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. If Brightspeed and Customer have not executed an MSA, Brightspeed's current standard Master Service Agreement and the standard Service Schedule(s) which are applicable to the Service(s) will govern, copies of which are available upon request and Customer acknowledges its acceptance of such terms based upon such review or waiver of the right to request same. In the event of a conflict between this quote and the applicable Master Service Agreement, the terms of this quote shall apply. The applicable MSA may be between Brightspeed and Customer's affiliate, if the MSA expressly authorizes the Customer and such affiliate to both submit Orders under the MSA.

(C) This Order controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect; any reference to a Customer-issued purchase order number is for Customer's internal tracking purposes only.

(D) If any applicable Governing Documents do not contain a limitation of the following types of damages, then the following clause shall apply: Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order.

17. Additional Terms and Conditions for Services Purchased from the ISG:

A. In addition to the terms and conditions of this Order, terms and conditions for ISG services offered under this quote will be the terms found in the applicable Interstate Service Guides (the "ISGs") located at the following link: <https://www.brightspeed.com/aboutus/legal/consumer/tariff-library/tariff-information>

B. The ISGs are incorporated herein and are subject to change. Changes to the ISGs are identified at the foregoing website.

C. This quote represents a reasonable estimate of charges for Service based on the information the Customer has provided and is subject to service availability. Pricing does not include cross connects unless specifically stated. Please be aware that if Customer submits an ISG order for Service via an ASR, actual billing will be based on the specifics of Customer's ASR order, and if a valid PNUM is not properly specified the Service will be charged at the applicable ISG rates in effect on the date the ASR is accepted. Any applicable taxes, fees and surcharges will also be assessed.

D. The Services are available for the selected Service Term. If the Customer discontinues Service prior to the expiration of the term, charges will be assessed for the discontinued Service subject to the terms and conditions of the applicable ISG.

E. The ISGs contain important provisions affecting Customer's legal rights and responsibilities, including: termination liability, limitation of liability, dispute resolution, indemnification and warranty disclaimer. These provisions can be found in the sections below for each of the ISGs:

	ISG#1	ISG#2	ISG#3	ISG#4	ISG#6	ISG#7	ISG#8	ISG#9
Termination Liability	7 & 20	5 & 20	7 & 20	7 & 22	7	7	7	7 & 22
Limitation of Liability	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1
Dispute Resolution	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4	2.3 & 2.4
Indemnification	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3	2.1 & 2.3
Warranty Disclaimer	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1

18. Additional Terms and Conditions for Services Purchased from the Tariff:

A. In addition to the terms and conditions of this Order, terms and conditions for the Service will be found in the applicable Brightspeed tariffs on file with the respective federal and/or state regulatory commissions. This quote does not contain all the Service terms, conditions and rates set forth in the tariffs; however, all of the terms, conditions and rates contained in tariffs filed with the F.C.C. or applicable state public service commissions apply to any Service provided by Brightspeed. Tariffs applicable to the Service(s) may be modified from time-to-time. In the event of any inconsistencies or conflicts between this quote and the applicable tariff, the Company's applicable tariff provision shall apply and take precedence. Any change in the tariff terms, conditions and rates will be incorporated into this quote without requiring a written document, effective as of the effective date of such change to the tariff terms, conditions and/or rates.

B. This quote represents a reasonable estimate of the applicable tariff or contract charges for Service based on the Customer information provided. If Customer submits an ASR for Service, actual billing will be based on the specifics of the ASR, and if a valid PNUM is not properly specified the Service will be charged at the applicable Tariff rates in effect on the date the ASR is accepted. Any applicable taxes, fees or surcharges will also be assessed.

C. Termination Charge. If Customer terminates a tariff Service, Customer is responsible for payment of a termination charge ("Termination Charge") as follows:

(i) If termination is during the twelve (12) months following the date Service is made available to Customer, as evidenced by Brightspeed records (the "Minimum Service Period"), Customer will pay a Termination Charge of one-hundred percent (100%) of the Service MRCs being terminated, multiplied by the number of months remaining in the Minimum Service Period.

(ii) If termination is after the Minimum Service Period, Customer will pay a Termination Charge of forty percent (40%) of the MRCs multiplied by the number of months remaining in the Service Term.

Signature Block

Customer Name:	
Total MRC:	\$495.00
Total NRC:	\$0.00
Signature:	
Name:	
Title:	
Date:	

Lorain Port Authority

Electric Current rate is .0679

Supplier Company Name	Price	Rate Type	Renewable	Term Length	Early Termination Fee	Monthly Fee	Is Promotional Offer	OfferDetails
Public Power LLC	0.0739	Fixed	0	24	\$ -	0	No	With a fixed rate from Public Power you'll get the peace of mind knowing your rate stays the same for 24 months. Special offer for new Online customers.
New Wave Energy LLC	0.0750	Fixed	15	24	\$ 199.00	0	No	
Direct Energy Services LLC	0.0969	Fixed	0	24	\$ -	0	No	
AEP Energy Inc	0.0748	Fixed	0	24	\$10 - 150 Calc	0	No	This rate is only available over the phone and is contingent upon verification of your actual Peak Load Contribution (PLC) load factor being greater than a rate of 50% per month. Please call us at 1-877-648-1936 to sign up today! Don't settle for rates that keep rising. Get a fixed rate you can count on for up to 24 months. No sign-up fees or early cancellation penalty. Special offer for new Online customers.
Better Buy Energy	0.0709	Fixed	0	24	\$ -	0	No	
Dynegy Energy Services East LLC	0.0789	Fixed	0	24	\$ -	0	No	Get a guaranteed rate for up to 24 months. No sign-up fees or early cancellation penalty. Special offer for new Online customers.
Ohio Gas & Electric	0.0879	Fixed	100	24	\$ -	0	No	Feel good with green energy at a fixed rate for 24 months - plus \$50 in Reward Dollars every month once your account's active. Special offer for new Online customers.
Constellation	0.0759	Fixed		24	Calculated			
AEP	0.0779	Fixed		24	Calculated			
APG&E	0.0797	Fixed		24	Calculated			

Electric

Current rate is .0679

Supplier Company Name	Price	Rate Type	Renewable	Term Length	Early Termination Fee	Monthly Fee	Promotional Offer	OfferDetails
Ohio Gas & Electric	0.0889	Fixed	100	36	\$ -	\$ -	No	Feel good with green energy at a fixed rate for 36 months - plus \$50 in Reward Dollars every month once your account's active. Special offer for new Online customers.
Better Buy Energy	0.0719	Fixed	0	36	\$ -	\$ -	No	Don't settle for rates that keep rising. Get a fixed rate you can count on for up to 36 months. No sign-up fees or early cancellation penalty. Special offer for new Online customers.
Public Power LLC	0.0749	Fixed	0	36	\$ -	\$ -	No	With a fixed rate from Public Power you'll get the peace of mind knowing your rate stays the same for 36 months. Special offer for new Online customers.
IGS Energy	0.1129	Fixed	100	36	\$ 199.00	\$ -	Yes	Fixed rate for 36 Billing Cycles. 100% Wind Energy.
Dynegy Energy Services East LLC	0.0799	Fixed	0	36	\$ -	\$ -	No	Get a guaranteed rate for up to 36 months. No sign up fees or early cancellation penalty. Special offer for new Online customers.
New Wave Energy LLC	0.0770	Fixed	15	36	\$ 199.00	\$ -	No	
Constellation	0.0799	Fixed		36	Calculated			
AEP	0.0759	Fixed		36	Calculated			
APG&E	0.0798	Fixed		36	Calculated			

Gas

Current rate is .06000

Supplier Company Name	Price	Rate Type	IsIntroduct oryOffer	Term Length	Early Termination Fee	IsPromot ional	Promotional OfferDetails
New Wave Energy LLC	0.5500	Fixed	No	24	\$ 199.00	No	
AEP Energy Inc	0.5590	Fixed	No	24	\$ 25.00	No	
Symmetry Energy Solutions LLC	0.5350	Fixed	No	24	\$ -	Yes	Fixed rate 24 with \$50/month in Symmetry Rewards
Mercury Energy Marketing LLC	0.5080	Fixed	No	24	\$ -	No	
My Choice Energy LLC	0.4950	Fixed	No	24	\$ 20.00	No	
Direct Energy Services LLC	0.6490	Fixed	No	24	\$ -	No	
Ohio Gas & Electric	0.5138	Fixed	No	24	\$ -	No	
Santana	0.0649	Fixed		24	Calculated		
AEP	0.5990	Fixed		24	Calculated		
Constellation	0.6290	Fixed		24	Calculated		
Symmetry Energy Solutions LLC	0.5550	Fixed	No	36	0	Yes	Fixed rate 36 with \$50/month in Symmetry Rewards
Mercury Energy Marketing LLC	0.5380	Fixed	No	36	0	No	
Ohio Gas & Electric	0.5305	Fixed	No	36	0	No	
AEP Energy Inc	0.5720	Fixed	No	36	0	No	
My Choice Energy LLC	0.7590	Fixed	No	36	0	No	
AEP Energy Inc	0.5990	Fixed		36	Calculated		
Constellation	0.6390	Fixed		36	Calculated		