



Request for Qualifications for Cable System Extensions
RFQ No. 2015-MBI-03

**Massachusetts Technology Collaborative
Massachusetts Broadband Institute
75 North Drive
Westborough, MA 01581-3340
<http://www.masstech.org>**

Procurement Team Leader:	Elizabeth Copeland
RFQ Issued:	June 19, 2015
Responses Due:	July 31, 2015

1 **Introduction**

The Massachusetts Broadband Institute at MassTech (“MBI”), a division of the Massachusetts Technology Collaborative (“Mass Tech Collaborative”), is working with 10 towns in Central and Western Massachusetts to issue this Request for Qualifications for Cable plant construction or extension and management (RFQ No. 2015-MBI-03) (the “RFQ”). The RFQ is designed to solicit responses from qualified contractors (“Respondents”) with experience in providing residential broadband internet and related services. For the purposes of this RFQ (and except where the specific context warrants otherwise), the MBI and Mass Tech Collaborative are collectively referred to as Mass Tech Collaborative.

RESPONDENTS PLEASE NOTE:

This RFQ does not commit Mass Tech Collaborative to select any firm(s) for prequalification or pay any costs incurred in preparing a response. Mass Tech Collaborative reserves the right, in its sole discretion, to accept or reject any or all submittals received, to request modifications to proposals in accordance with such negotiations, to request supplemental or clarifying information from respondents, or to cancel, amend or modify the RFQ in any manner, in part or in its entirety, at any time.

At the completion of this RFQ process the MBI expects to consult with communities on the options available to extend broadband (and potentially video) services to currently unserved households.

See Section 3 for other eligibility requirements.

2 **Background on Sponsors and Project**

2.1 **Massachusetts Technology Collaborative**

Mass Tech Collaborative is an independent public instrumentality of the Commonwealth of Massachusetts chartered by the Commonwealth to serve as a catalyst for growing its innovation economy. Mass Tech Collaborative brings together leaders from industry, academia, and government to advance technology-focused solutions that lead to economic growth, job creation, and public benefits in Massachusetts. Mass Tech Collaborative energizes emerging markets in the high-tech sector by filling gaps in the marketplace, connecting key stakeholders, expanding broadband services, conducting critical economic analysis, and providing access to intellectual and financial capital. Mass Tech Collaborative has three primary divisions: The Innovation Institute at the MassTech Collaborative, the Massachusetts Broadband Institute, and the Massachusetts e-Health Institute. For additional information about Mass Tech Collaborative and its programs and initiatives, please visit our website at www.masstech.org.

2.2 **The Mass Broadband Institute**

The MBI is the central broadband program for the Commonwealth. The MBI was created on August 4, 2008, when Governor Deval Patrick signed Chapter 231 of the Acts of 2008, An Act Establishing and Funding the Massachusetts Broadband Institute (the “Broadband Act”). The primary mission of the MBI is to extend affordable, robust, high-speed Internet access across Massachusetts, with a focus on the hard-to-serve areas of western and central Massachusetts. For more information about the MBI and its programs and activities, please visit the web site at www.massbroadband.org.

The MBI completed deploying **MassBroadband123**, an \$85 million fiber-optic network that spans more than 1,000 miles across western and central Massachusetts. This network connects over 120 communities and over 1,100 community anchor institutions within the project footprint. The **MassBroadband123** network was funded with approximately \$40 million in state funding and a \$45 million grant award from the federal Broadband Technology Opportunities Program (“BTOP”) administered by the National Telecommunications and Information Administration of the U.S. Department of Commerce (the “ARRA Award”).

Of the 123 towns and cities within the fiber footprint of **MassBroadband 123**, 78 are also served to varying degrees by an incumbent cable broadband provider, most of which have 96% or higher residential cable coverage. Data collection and analysis by the MBI indicates that 10 of these towns currently have less than 96% coverage. MBI is launching a program designed to increase residential coverage in these 10 towns to the 96% (or better) threshold. MBI plans to achieve these goals through financial incentives to incumbent or new high-speed Internet providers, and/or new network construction.

3 Services Required

3.1 Context

The MBI seeks responses from eligible high-speed Internet providers regarding the Commonwealth's interest in supporting expansion of residential broadband internet (and potentially video) access that meets or exceeds the FCC broadband benchmark (25Mbps download/3Mbps upload) in partially-served communities in Western Massachusetts. MBI intends to make up to \$5 million dollars in state bond funds available for this program to expand residential broadband access in ten communities with existing broadband infrastructure that does not serve the entire community (hereinafter referred to as a "Broadband Expansion Project"). The MBI has been designated to collaborate with towns, providers, and policymakers to expand broadband access to more households in these partially-served towns within the *MassBroadband 123* footprint.

The MBI is developing a program to foster public-private partnerships and offset a portion of the costs of expanding beyond the existing cable network in these communities, helping more Western Massachusetts residents gain access to high-speed Internet service. The MBI is permitted by state law to provide grants to public, non-profit or for-profit entities to finance and acquire equipment or other property to build out these networks. The MBI's main objective is to develop a solution to offer broadband access for households and businesses that maximizes the impact of limited public resources, leverages other sources of funding (to the extent necessary and appropriate), and promotes economic growth in the region.

The current list of target communities with **BEST *CURRENTLY* AVAILABLE** information (subject to continuous change, updating, and modification – to be used for illustrative purposes) appears in the table below:

	Unservd Premises	Unservd Premises per Mile
Chester	~260	~8
Montague	~160	~10
Conway	~200	~9
Hardwick	~300	~9
Shelburne	~220	~9
Huntington	~100	~9
Northfield	~80	~7
Buckland	~100	~11
Pelham	~30	~9
Gill	~60	~8
All 10 Towns	~1,510	

If you would like additional preliminary unserved premise location data, please submit an email to proposals@masstech.org for further details.

3.2 Desired Qualifications

This section describes the requirements that a Respondent must comply with in order to have its Statement of Qualifications reviewed by MBI. Respondents must, through their written submission, demonstrate their qualifications to perform the work required to implement all or a portion of the Broadband Expansion Project on budget, on schedule and in a manner consistent with industry standards. Prior successful completion of projects of similar scope and magnitude is of significant importance.

- Respondent should provide a preliminary, non-binding statement of interest that describes the Respondent's potential approach to deploying and sustaining a Broadband Expansion Project in one or more communities listed in the table above that results in high speed internet service being available to not less than 96% of the premises in each town that falls within the geographic scope of said Project.
- Respondent must have or demonstrate the ability to acquire the financial and technical and organizational capabilities to deploy and sustain the proposed Broadband Expansion Project.
- Respondent must demonstrate the capacity and ability to effectively coordinate with the municipality(s) to be served.
- The services proposed should be reasonably comparable to existing options available in these communities – i.e. broadband internet service and potentially video programming (providing major linear television programming) and/or VoIP telephony. Delivery of internet services are required (and some form of video is preferable) though the technologies to be used are left to the discretion of the Respondent to propose.

3.3 Key Questions

(Note that for your response to be complete and considered, you must address each of these questions.)

- What other rural networks of similar scale and density do you currently operate? (Please provide details.)
- What other rural networks of similar scale and density have you built and/or extended? (Please provide examples of reference communities where you have conducted similar network builds and/or extensions.)
- Typically what level of coverage would you provide in rural areas (in terms of % of currently unserved homes that you propose to pass)?
- How could the towns or the state incentivize you to provide coverage that exceeds 96%?
- What combinations of technologies would you deploy to enable coverage in your potential Broadband Expansion Project?
- What services would be made available to on-net subscribers? How would those services differ from currently served residents of each town (in terms of price and product description)?
- Based on your experience, over what timeframe does the type of deployment contemplated by this RFQ typically take to implement?

4 Submission of Responses

4.1 Schedule

Responses are due no later than 3:00 p.m. EST, on July 31, 2015. Responses received later than the date and time specified will be rejected or deemed non-conforming and may be returned to the Respondent unopened. Mass Tech Collaborative assumes no responsibility or liability for late delivery or receipt of responses.

4.2 Instructions for Submission of Responses:

Respondents are cautioned to read this RFQ carefully and to conform to its specific requirements. Failure to comply with the requirements of this RFQ may serve as grounds for rejection.

- (a) All responses must be submitted in writing, on 8 ½ x 11 paper (including all required submissions), with one (1) unbound original; one (1) unbound copy; and one electronic version (.pdf or .doc).

(b) Responses **must** be delivered to:

Request for Qualifications No. 2015-MBI-03
Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581

(c) Any and all data, materials and documentation submitted to Mass Tech Collaborative in response to this RFQ shall become Mass Tech Collaborative's property and shall be subject to public disclosure under the Massachusetts Public Records Act.

4.5 Information Required:

- (a) Response Cover Sheet and Certification: See Attachment A1.
- (b) Executive Summary: Respondents should provide a summary of their organization, their qualifications and their proposed approach for working with Mass Tech Collaborative. This summary should be a maximum of two (2) pages in length.
- (c) Statement of Respondent's Qualifications: All responses must include a statement of the Respondent's history, along with its qualifications and experience to implement the Broadband Expansion Project identified by the Respondent in its response to this RFQ.
- (d) Responses to Key Questions: All responses must include answers to the Key Questions listed in Section 3.3.
- (e) References: All responses must include references from at least three (3) of the Respondent's clients who have utilized the firm on matters of a similar size, scope and complexity to the Broadband Expansion Project identified by the Respondent in its response to this RFQ. All references should include a contact name, address, and telephone number.
- (f) Information welcomed on proposed financial arrangements / structures to undertake such a task: Please make sure to provide as much clarity as possible on your proposed financial structure (type and/or amount of subsidy, potentially proposed coverage areas, potential contribution per mile or per household, etc.)

5. Evaluation Process, Criteria and Selection

5.1 Process

Mass Tech Collaborative's evaluation committee shall evaluate each response that is properly submitted. As part of the selection process, Mass Tech Collaborative may invite finalists to answer questions regarding their response in person or in writing. In its sole discretion, Mass Tech Collaborative may also choose to enter into discussions and/or negotiations with one or more firms that are prequalified through this RFQ regarding the particular terms and conditions under which a Broadband Expansion Project could be implemented.

5.2 Criteria

Selection of a Respondent (or Respondents) for further discussions/negotiations will be based on the following criteria:

- Ability to provide consumer grade broadband service either directly or via an existing partnership;
- Additional services potentially available to residents (i.e. video, telephony);
- Capability to integrate with existing networks, if necessary;
- Facility in working with public entities in the Commonwealth of Massachusetts;
- Scale of a sufficient magnitude to secure wholesale prices for bill of materials;
- Commitment to serving or proposing to serve communities in manner that meets or exceeds the regional penetration avg. of 96% of homes passed per community;
- Time to complete the Broadband Expansion Project/ability to complete in timely manner;

- Municipal engagement - Respondent should demonstrate existing engagement with municipalities or commitment to engage; and
- Lack of debarment status by either the state or federal government.

The order of these factors does not generally denote relative importance. Mass Tech Collaborative reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the “best value”.

6. Other Provisions

6.1 General Information

- (a) The terms of 801 C.M.R. 21.00: Procurement of Commodities and Services is incorporated by reference into this RFQ. The foregoing notwithstanding, Mass Tech Collaborative’s Master Agreement (available at <http://masstech.org/procurements>) is based on the Commonwealth of Massachusetts- Terms and Conditions and shall constitute the only contract requiring execution. Words used in this RFQ shall have the meanings defined in 801 C.M.R. 21.00. Additional definitions may also be identified in this RFQ. All terms, conditions, requirements, and procedures included in this RFQ must be met for a response to be determined responsive. If a Respondent fails to meet any material terms, conditions, requirements or procedures, its response may be deemed unresponsive and disqualified.
- (b) All responses, proposals, related documentation and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G. L. c. 66, §10, and to M.G.L. c. 4, §7(26), regarding public inspection and access to such documents. Any statements reserving any confidentiality or privacy rights in submitted responses or otherwise inconsistent with these statutes will be void and disregarded.
- (c) It is the policy of Mass Tech Collaborative that contracts are awarded only to responsive and responsible Respondents. The Respondent must respond to all requirements of the RFQ in a complete and thorough manner. **ANY RESPONSE DETERMINED TO BE NON-RESPONSIVE TO THIS RFQ, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF RESPONSES, WILL BE DISQUALIFIED WITHOUT EVALUATION SUBJECT TO THE RIGHT OF THE MASS TECH COLLABORATIVE TO WAIVE MINOR IRREGULARITIES IN RESPONSES SUBMITTED UNDER THIS RFQ.**
- (d) Unless otherwise specified in this RFQ, all communications, responses, and documentation must be in English, and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFQ. Respondents should note that the procedures for handling information deemed sensitive by Respondent and submitted to Mass Tech Collaborative set forth in Attachment A apply only to hard copy documents, and are not applicable to information submitted by, among other methods, electronic mail, facsimile or verbally.
- (e) Respondents are prohibited from communicating directly with any employee of Mass Tech Collaborative except as specified in this RFQ, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFQ. Respondents may contact the Procurement Team Leader for this RFQ in the event this RFQ is incomplete. The foregoing notwithstanding, any questions concerning issues of confidentiality, the submission of materials to Mass Tech Collaborative, application of the procedures set forth in Attachment A, or any other questions related to these matters, should be addressed to Elizabeth A. Copeland, Esq., Assistant General Counsel at Mass Tech Collaborative.
- (f) The Mass Tech Collaborative Legal Department may provide reasonable accommodations, including the provision of material in an alternative format, for qualified Respondents with disabilities or other hardships. Respondents requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Mass Tech Collaborative Legal Department. The Mass Tech Collaborative Legal Department reserves the right to grant or reject any request for accommodations.

- (g) If a Respondent is unable to meet any of the specifications required in this RFQ, the Respondent's response must include an alternative method for meeting such specification by identifying the specification, the proposed alternative and thoroughly describing how the alternative achieves substantially equivalent or better performance to the performance required in the RFQ specification. Mass Tech Collaborative will determine if a proposed alternative method of performance achieves substantially equivalent or better performance.
- (h) The goal of this RFQ is to identify qualified companies that can achieve Mass Tech Collaborative's goals. Respondents are therefore invited to propose alternatives which provide substantially better or more cost-effective performance than achievable under a stated RFQ specification.
- (i) Costs that are not specifically identified in the Respondent's response and/or not specifically accepted by Mass Tech Collaborative as part of the Master Agreement will not be compensated under any contract awarded pursuant to this RFQ. Mass Tech Collaborative shall not be responsible for any costs or expenses incurred by Respondents in responding to this RFQ.
- (j) The Respondent may not alter the RFQ or its components except for those portions intended to collect the Respondent's response. Modifications to the body of this RFQ, specifications, terms and conditions, or which change the intent of this RFQ are prohibited. Any modifications other than where the Respondent is prompted for a response will disqualify the response. The foregoing notwithstanding, proposed exceptions and/or counterproposals to the Master Service Agreement are permitted to be submitted with a response.
- (k) Respondent's submitted Response shall be treated by Mass Tech Collaborative as an accurate statement of Respondent's capabilities and experience. Should any statement asserted by Respondent prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for rejection of the response and/or of any resulting contract. The RFQ evaluation committee will rule on any such matters and will determine appropriate action.
- (l) Submitted responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.
- (m) Mass Tech Collaborative's prior approval is required for any subcontracted services under any Master Agreement entered into as a result of this RFQ. The selected Respondent will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The selected Respondent is responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same requirements and are held to the same reimbursable cost standards as the selected Respondent.
- (n) The Master Agreement and any work order(s) entered into as a result of this RFQ shall generally be on a fee-for-service basis. It is anticipated that Mass Tech Collaborative will select one Respondent(s) to this RFQ and will enter into a Master Agreement with the selected Respondent(s).

6.2 Changes/Amendments to RFQ

This RFQ has been distributed electronically using the Mass Tech Collaborative website and the Commonwealth's procurement website, COMMBUYS (www.commbuys.com). If Mass Tech Collaborative determines that it is necessary to revise any part of this RFQ, or if additional data is necessary to clarify any of its provisions, a supplement or addenda will be posted to the Mass Tech Collaborative and COMMBUYS websites. It is the responsibility of Respondents to check the Mass Tech Collaborative and/or the COMMBUYS websites for any addenda or modifications to any RFQ to which they intend to respond. Mass Tech Collaborative, the Commonwealth of Massachusetts, and its subdivisions accept no liability and will provide no accommodation to Respondents who submit a response based on an out-of-date RFQ document.

ATTACHMENT A1

Response Cover Sheet

Name of Respondent			
Mailing Address	City/Town	State	Zip Code
Telephone	Fax	Web Address	
Primary Contact for Clarification		Primary Contact E-mail Address	
Authorized Signatory		Authorized Signatory E-mail Address	
Legal Status/Jurisdiction (e.g., a Massachusetts corporation)		Respondents DUNS No.	

Certification

The undersigned, _____, hereby certifies
(Name and Title)
that I am a duly authorized representative of _____
(Company Name)

and that all of the foregoing answers and all statements contained in any explanation are complete, true and correct. Providing false or misleading information or failure to provide all required information will be considered grounds for disqualification. I attest to the accuracy of all information contained in this application and verify that the information submitted is in fact complete, accurate and true.

Signed and sworn under the penalties of perjury

Dated at: _____
(location)

This _____ day of _____, 2015

By: _____
(Signature)

Name: _____
(Printed or Typed)

Title/Position: _____