

- 1. It is understood that the winning Respondent will be excluded from bidding on construction contracts. Will an award on this project preclude the Respondent from bidding on Project Management or Engineering RFP's?**

Yes. MTC/MBI's purpose in contracting with a Network Operator at this stage is to obtain the advice of the Network Operator during design and construction of the network. The Owner's Project Manager and the design professional that will provide engineering services prior to the procurement of a Design-Build contractor will be acting directly on behalf of the owner of the network (MTC/MBI) and will be charged with responsibility for representing and protecting the owner's interests. The Network Operator's separate interests in the network may conflict with those of the owner. Moreover, the statute applicable to the selection of the design professional contains detailed requirements regarding the qualifications of the design professional including requirements that the individual, or a majority of the partners of the firm, be registered as an architect, landscape architect, or engineer.

- 2. Under what basis or rationale is MBI planning to exclude the recipient of the Network Operator award from bidding on one or more of the construction related contracts?**

All competitive procurements initiated by MTC shall be performed in accordance with applicable state procurement laws. MTC/MBI intends to pursue a "design-build" construction process under M.G.L. c. 149A which does not authorize "design-build-operate" contracts. Moreover, the state's conflict of interest law (M.G.L. c. 268A) and responsible practice would prohibit the award of a design-build contract to a party that had advised the owner on the development of the specifications for the competitive design-build procurement.

- 3. Does the bidding/award restriction apply only to primary contractors, or will it include subcontractors as well?**

A firm may not serve simultaneously as a sub-contractor to both the Network Operator and the design-build contractor. Furthermore, if a sub-contractor to the Network Operator is involved in any aspect of providing advice and recommendations on the design of the network, that sub-contractor will be prohibited from serving as a sub-contractor to the design-build contractor, regardless of the time frame of the respective contracts.

- 4. We understand that the successful prime contractor responding to RFP No. (2010-MBI-05) will not be able to provide a response to the design build RFP for the network. Should the successful prime contractor utilize subcontractors in the performance of the maintenance activities required by the RFP are those**

**subcontractors precluded from responding to the design build of the network as a prime contractor or as a subcontractor**

If the MBI requires RFP finalists to identify the maintenance contractor as part of the final evaluation process, the maintenance contractor would be prohibited from being part of the design-build team. If the maintenance contractor is selected later in the process, the subcontractor to the design-build firm would be prohibited from serving as the Network Operator's maintenance contractor if the subcontractor was involved in developing the specifications or requirements for the Network Operator's maintenance responsibilities.

**5. Please elaborate on the legal requirement to maintain separate entities for wholesale and retail sales.**

The MBI believes that that best way to promote transparency, accountability and advance public policy requirements, such as Open Access, is to require that retail services be provided by a separate operational/reporting entity (see Section 4.1.1.2 of the RFP). The MBI believes that the most appropriate way to ensure open access, non-discriminatory service is to make sure that all last mile providers are treated equally.

**6. On page 10, for the annual oversight fee it is specified Year 1 through to Year 8. What is Year 1 in relation to the construction schedule? ie. Does Year 1 shown on page 10 represent the first year after construction is complete?**

Please see the clarifying response to Question 12 posted on 7/19/10. Section 4.3.2 of the RFP mistakenly did not include the required payments for years nine and ten of the Operator's contract period.

To clarify, Year 1 of the annual oversight fee is Year 1 of the Operating Agreement. For planning purposes you should assume that the Network Operator contract period will commence on October 1, 2010.

**7. What last mile access alternatives already exist for the non-connected CAIs on page 27? What terms are available to the Operator for these last mile services?**

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**8. Who will cover operating and maintenance costs in the event the project is delayed by make-ready delays or other?**

See RFP Section 4.3.1 . The Network Operator will bear the operating costs of the network as incurred. The network deployment is expected to be staged, allowing for revenue generating activities to ramp up partially before full network build is completed. Although the MBI cannot guarantee the timing of the network deployment,

the consequences of any material delays in the construction schedule will be addressed in the course of negotiating the Operating Agreement.

**9. Who will cover the cost of maintaining the existing fiber network? At what point in the contract?**

Please see RFP Section 4.3.1. As indicated in the MBI's response to questions that have already been posted, we have stated that the Operator will incur maintenance expense as incurred from the point of execution of the Operating Agreement.



**10. Can you provide any more detail on shelter designs? Power/HVAC loads/lease costs?**

The *MassBroadband 123* grant application budgeted for 23 active nodes that will house electronics. Preliminary design assumes network equipment will be installed in a telecommunications cabinet inside a town building. In addition each node will have an outdoor utility cabinet (similar to the one pictured) for third party interconnection. The MBI has assumed that last mile service provider equipment will be sufficiently hardened to reside in this type of cabinet.

One power meter can serve one 100 amp circuit to the utility cabinet and one 100 amp circuit to the telecommunications cabinet in the building.

The project assumes and has budgeted for for upgrades to HVAC systems and other building infrastructure as needed to accommodate MBI electronics. While lease agreements have not been developed at this time for the 23 active nodes, the MBI intends to negotiate and execute agreements that minimize recurring costs for placing equipment with buildings.

**11 Question 4 of the bidder conference Q&A document states MBI will procure the initial equipment for the 1,392 customer edge devices. This cost does not appear in Attachment A - Network and Access equipment CAPEX. Is the operator responsible for the maintenance and refresh of this equipment?**

Yes, the MBI is planning to acquire and deploy the edge devices as part of the NTIA approved budget. The Operator will be responsible for the maintenance and refresh of this equipment through the Capex Upgrade and Update Fund (see RFP Section 4.3.1.2).

