

**Request for Proposals: Broadband Data Collection and Mapping Services**  
*(RFP No. 2022-MBI-02)*

**Supplemental Questions and Answers to Clarify Contracting Requirements**

	Question	Answer
43.	The agreements posted as PDF's have blanks and placeholders (notably Exhibit 2 – SOW). How does MBI expect that information to be completed and provided in the Bid package?	As indicated in the header this agreement is a template- it is for review only; the incomplete sections will be completed by/with the chosen entity during contract negotiations. The Mapping Services Agreement and SOW are <u>not</u> to be completed and submitted with the bid; please submit requested edits if any. Please note that 1) some terms within the Mapping Services Agreement incorporate required flow downs and will not be able to be modified, and 2) Exhibits 5-9 cannot be modified. MassTech will discuss the Agreement further with the selected bidder(s) during contract negotiations.
44.	<p>Please provide information on the following:</p> <ul style="list-style-type: none"> <li>a. "MasTech Agreement Terms and Conditions" (referenced in the conflicts clause above signature block of the Mapping Services Agreement)</li> <li>b. "Commonwealth of Massachusetts Standard Contract Form" (referenced in, incorporated into, Exhibit 5 - Additional Information, Terms and Conditions" --- see Section II, Item 3)</li> <li>c. "Commonwealth Terms and Conditions" (referenced in, incorporated into, Exhibit 5 - Additional Information, Terms and Conditions" --- appears numerous places --- see Section III, Item (2)(B), and also Section III, Item (5)(C), Section III, Item 8(M))</li> </ul>	<ul style="list-style-type: none"> <li>a. As referenced in the initial paragraph of the document, the Mapping Services Agreement is defined as the Agreement; hence the terms of the Mapping Services Agreement itself are what are referenced here.</li> <li>b. This is the standard contract form used by the Commonwealth of Massachusetts. MasTech, as the Contractor referenced in this Exhibit, was required to sign this agreement with the Commonwealth for funding, and flow downs (if any) are reflected in the Mapping Services Agreement. The Commonwealth of Massachusetts Standard Contract Form itself if not relevant to the development of bid submissions.</li> <li>c. Any necessary flow downs from the Commonwealth Terms and Conditions are reflected in the Mapping Services Agreement; the document itself if not relevant to the development of bid submissions.</li> </ul>

	<ul style="list-style-type: none"> <li>d. "Standard Contract Form Instructions" (referenced in, incorporated into, Exhibit 5 - Additional Information, Terms and Conditions" – see Section III, Item 13(C) and (D).</li> <li>e. "Department of Commerce Pre-award Notification Requirements for Grants and Cooperative Agreements" (referenced in, incorporated into, Exhibit 6 – US Department of Commerce Financial Assistance Award)</li> <li>f. "ARPA Supplemental Economic Development Administration Planning, Research and Networks Notice of Federal Funding Opportunity, July 23, 2021" (referenced in, incorporated into, Exhibit 6 – US Department of Commerce Financial Assistance Award)</li> </ul>	<ul style="list-style-type: none"> <li>d. The Standard Contract Form Instructions is not relevant to the development of bid submissions.</li> <li>e. Any necessary flow downs are reflected in the Mapping Services Agreement. The U.S. Department of Commerce document itself if not relevant to the development of bid submissions.</li> <li>f. Any necessary flow downs are reflected in the Mapping Services Agreement. The ARPA document itself if not relevant to the development of bid submissions.</li> </ul> <p>Bidders are more than welcome to research these terms and any cross referenced documents on the Internet should they desire.</p>
45.	<p>Exhibit 5 incorporates a number of other items; please provide information on the following:</p> <ul style="list-style-type: none"> <li>a. See Section III, item 2(A) - Grant Administration Plan (as required pursuant Section 16 of Specific Award Conditions [what is Exhibit 8 to the Mapping Services Agreement])</li> <li>b. See Section III, Item 2(B) - the "Authorized Budget" (as required pursuant Section 16 of Specific Award Conditions [what is Exhibit 8 to the Mapping Services Agreement])</li> <li>c. See Section II, Item 2(B) - the "Payment Schedule" (as required pursuant Section 16 of Specific Award Conditions [what is Exhibit 8 to the Mapping Services Agreement])</li> </ul>	<p>These agreements are between MassTech and the Massachusetts Executive Office of Housing and Economic Development (EOHED) or between EOHED and the U.S. Economic Development Administration (EDA). The scope of services, budget and payment information that is relevant to the development of bid submissions is contained in the body of the RFP and the terms and conditions in MassTech’s Mapping Services Agreement template.</p>
46.	<p>Several terms of the agreements and documents attached as Exhibits 5 – 9 to the Mapping Services Agreement contain Sections / Clauses that are of the same topics set forth in the</p>	<p>Federal regulations require that we provide all agreements and exhibits pertinent to the funding received by MassTech and incorporate those into the Mapping Services Agreement, with relevant terms flowed down. Terms</p>

	<p>main text of the Mapping Services Agreement (or the SOW) – for example, payment terms, invoicing, reporting, budgeting, and audit rights. Exhibits 5 is the Contract between EOHEd and MBI (so the payment terms, invoicing, reporting, budgeting, and audit rights run between EOHEd and MBI). Exhibit 6 (which incorporates Exhibits 8 and 9) contains the terms of the Award from the DoC to EOHEd, and thus the payment terms, invoicing, reporting, budgeting, and audit rights in Exhibits 8 and 9 run between DoC and EOHEd. However, given that all of these Exhibits are incorporated into the Mapping Services Agreement, what is the intention for these “repeat” clauses. Are they meant to provide that DoC and EOHEd also now have audits / inspection rights on the winning bidder. Do the reporting obligations on MBI and EOHEd in Exhibits 5, 8 and 9 also now apply to the winning bidder (such that the winning bidder now has to submit reports to MBI, EOHEd and DoC)? Does the winning bidder also have to submit budgets to DoC and EOHEd?</p>	<p>in the Exhibits apply to the relationship of MasTech with EOHEd and/or EOHEd and EDA. Terms set forth in the Mapping Services Agreement are the terms that will apply to the chosen bidder(s) and will flow between the vendor and MasTech. Where necessary to meet EOHEd and/or Federal requirements some Exhibit terms may be mirrored (“repeated”) in the Mapping Services Agreement as they are flow downs. For example, EOHEd will have audit/inspection rights on the selected bidder(s), an EOHEd requirement, as set forth in Section 12 of the Mapping Services Agreement. Another example asked about, reporting requirements, will be developed during contract negotiations and set forth in the SOW, to meet requirements of EOHEd and/or EDA.</p>
46.	<p>Is the “Budget” template that is Attachment C to the RFP instructions, the same thing contemplated for Exhibits 3 and 3A of the Mapping Services Agreement?</p>	<p>Yes, that document will be used as the Exhibit 3 and 3A to the Agreement when negotiated with the selected bidder(s).</p>