

POLE DATA COLLECTION SERVICES FOR USE IN POLE LICENSING, MAKE READY AND CONSTRUCTION OF WESTERN MASSACHUSETTS LAST MILE NETWORKS

RFQ No. (2016-MBI-01)

ADDENDUM #1

ISSUED SEPTEMBER 9, 2015

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

Procurement Team Leader: John Furey

RFQ Issued: August 18, 2015

Responses Due: September 17, 2015 3PM

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1) <u>Section 3.1.2 Pole Data Collection Services Firm is amended by changing the first sentence to read as follows:</u>

Contractor(s) selected to perform Pole Data Collection Services will not be eligible to provide construction services for any cluster, town, or section of any *Last Mile Networks* in which the contractor collected pole data.

2) Section 3.2.1 Scope of Work is amended by adding the following:

MBI will undertake a procurement in the Fall of 2015 to hire a Design Engineer to support the development of Last Mile Networks in western Massachusetts. It is MBI's intention to have the Design Engineer assume responsibility to directly manage and coordinate the work of the Pole Data Collection Services contractor(s). MBI may elect to assign the agreement(s) with the Pole Data Collection Services contractor(s) to the Design Engineer if the MBI determines that this is in the best interests of the project.

3) <u>Section 4.5(b) Information Required is amended by changing to read as follows:</u>

(b) <u>Executive Summary</u>: Respondents should provide a summary of their organization, their qualifications and their proposed approach for working with Mass Tech Collaborative, including a description of the equipment and methodology that Respondent proposes to utilize to collect the required pole data. This summary should be a maximum of two (2) pages in length.

4) <u>Attachment G to the RFQ, Master Agreement for Services, Section 4 Term of the Agreement, is amended as follows:</u>

The agreement shall remain in effect until December 31, 2017.

5) Attachment G to the RFQ, Master Agreement for Services, Section 13 Assignment by Contractor; Subcontracting, is amended by adding the following subsection (2) as set forth in bold below:

Assignment by Contractor; Subcontracting: Mass Tech Collaborative may assign its rights and obligations under this Agreement to: (1) any Person who succeeds to all or any portion of Mass

Tech Collaborative's business <u>or (2) any Person engaged by Mass Tech Collaborative to provide design and engineering services for the project</u>, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of Mass Tech Collaborative, nor shall Contractor subcontract any services to anyone without the prior written consent of Mass Tech Collaborative.