



**Town of Egremont, Massachusetts**

**Request for Proposals  
for Provision of Internet Service  
in Egremont**

**December 12, 2018**

For information, please contact:

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Email	tegrement@egremont-ma.gov

**Important Dates**

Date of RFP Issue	December 12, 2018
Deadline for Receipt of Questions	Wednesday, January 9, 2019
Bidders Conference (optional)	Thursday, January 10, 2019, 4:00 pm
Deadline for Receipt of Proposals	Thursday, January 31, 2019, 2:00 pm
Interviews with Finalist Vendors	February 2019 by appointment
Decision by Board of Selectmen	February 2019, exact date TBD
Execution of Agreement	Within 30 days of decision
Work to Begin	Within 30 days of signing agreement

\*The Town reserves the right to adjust any of these dates if in its sole discretion such adjustment is warranted.

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## **Town of Egremont, Massachusetts**

### **Request for Proposals for Provision of Internet Service in Egremont**

**December 12, 2018**

## **1 Description**

### **1.1 Overview and General Scope of Work**

The Town of Egremont, Massachusetts, ("Town") is seeking proposals from qualified Broadband Network Contractors and Internet Service Providers ("Vendor") to design, build, own, and operate a high-speed Internet-connected broadband Network ("Network") in Egremont. The Town will consider proposals for a network that reaches the entire Town or, at bidder's option, just those areas of Egremont where high-speed fiber optic network access is not currently available ("Unserved Area"). In either case, the Network (that is, either the Vendor's Town-wide Network, or the combination of the existing network plus the Vendor's coverage of the Unserved Area) must reach (pass) 100% of properties in Egremont, including vacant buildable land parcels, or as close to 100% as reasonably feasible. Proposals that specify reaching 100% of properties will be considered highly advantageous. Appendix A provides a list of roads in the Unserved Area, comprising approximately 135 existing dwellings and 60 parcels of vacant land; these include both public and private roads and both aerial and underground utility service areas. The appendix also includes a Town map showing these roads.

The scope of work shall include all aspects of project management, design and engineering, utility pole licensing, make-ready assessment and permitting, construction and implementation, network operation, maintenance and repair, emergency response, subscriber connection, customer service and support, billing, and all other functions associated with providing reliable high-speed broadband network services to business and residential customers.

The Town will consider both single-vendor and joint/multi-vendor proposals so long as they comprehensively address the full scope of work and services contemplated by this RFP. The Town will also consider proposals that involve cooperation, partnership, facilities leasing, or other means of leveraging existing infrastructure and operational services already provided by the existing Internet Service Provider in Egremont.<sup>1</sup> The Town will enter into an agreement ("Agreement") with the successful Vendor; the Agreement will define requirements and expectations, as specified in this RFP, that the Vendor must satisfy in its own construction and operation of the Network.

The Town will neither own nor control the Network, other than exercising its lawful responsibility to ensure compliance with applicable laws, regulations, codes, and issuing Town permits as may be required. Nor will the Town oversee or in any way be involved in operation or maintenance of the Network. All Internet service relationships shall be between Vendor and its individual residential or business customers and not between Vendor and the Town. Vendor shall be fully responsible for the proposed Network and shall assume all risks related to its design, implementation, and continuing operations, including financial risks.

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<sup>1</sup>Fiber Connect, LLC, 445 Main Road, Monterey, MA, 01245, 413-429-4109. Fiber Connect is a private company and has no contractual relationship with the Town of Egremont.

The Town is eligible for a financial grant from the Commonwealth of Massachusetts through the Massachusetts Broadband Institute (MBI) Flexible Grant Program, which supports “last-mile” broadband connectivity for certain towns in western Massachusetts. Both the Town and the Vendor must meet certain conditions as stated in Appendix B in order to qualify for this grant. Therefore, the Town requires proposers to submit required documentation as indicated in Appendix B along with their proposals. If applicable, please refer to section 2.6 “Proprietary and Confidential Information” below for protections and other information regarding submission of confidential proprietary information.

Sealed proposals must be received at Egremont Town Hall no later than Thursday, January 31, 2019, 2:00 pm. See section 2.1 below for a summary of key dates. The contract will be awarded to the bidder offering the most advantageous proposal, taking into consideration responsiveness to requirements, other comparative evaluation criteria set forth in this RFP, and price. Proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected by the Town as non-responsive. Price proposal must be submitted in a separate sealed envelope to be opened only after review of the non-price proposals is complete. All proposals and related materials submitted therewith become property of the Town of Egremont. Under Massachusetts law, these documents are open to public inspection except as noted in section 2.6 below.

The contract will be awarded by the Egremont Board of Selectmen on recommendation of the Egremont Ad Hoc Technology Committee. The Town reserves the right to reject any and all proposals in whole or in part, and to waive irregularities and informalities, at its sole discretion and to the extent permitted by law, if and when it is deemed to be in the best interest of the Town.

## **1.2 Requirements and Specifications**

Please include in your proposal a response to each of the following requirements with whatever level of detail you deem necessary to allow the Town to make an informed evaluation. Please be sure to explain not only what you intend to do, but also any exceptions or limitations to your intended implementation of, or compliance with, any of these requirements and specifications.

- a) Standards and compliance. The Network and its construction must adhere to all current and generally accepted technical standards, building codes, construction practices, and other regulations, specifications, and standards as may apply in the broadband Networking industry. In addition, all federal, state, and local laws, regulations, and codes applicable to the Network, its construction, and its operation and services must be observed.
- b) Network architecture/topology/technology. The Town believes that a Gigabit Passive Optical Network (GPON) fiber-to-the-home (FTTH) solution will fully meet its requirements. But the Town is open to other approaches, including hybrid technologies, if advisable in certain locations where GPON would be difficult to install. Where possible, at the Town’s sole discretion, the Town will allow Vendor to locate facilities on Town-owned property and will provide needed easements. The Network must be expandable to allow for increased capacity and to accommodate advances in technology as may reasonably be expected to become available over the life of the Network (at least 20 years). This means, at minimum, a sufficient number of spare fiber strands in the backbone and distribution routes, as well as enough expansion slots in electronics cabinets to accommodate expansion cards for future subscribers. The Network must connect seamlessly to the public Internet, either via the “MassBroadband 123” middle mile points of presence located in the Town or via some other connection to the Internet (please indicate your approach).
- c) Network construction. Vendor will manage and be responsible for all aspects of planning, design, engineering, utility pole licensing, make-ready assessment and permitting, construction, equipment installation, and Network implementation. Please identify any subcontractors you expect to use for any of these functions. Vendor will own the Network infrastructure.

- d) Quality and workmanship. Vendor must describe its testing and quality assurance procedures necessary to demonstrate that the completed Network will perform as specified and as designed, and that all work is good and workmanlike.
- e) Network operation. For a period of at least five (5) years from the date of the Agreement, Vendor will be responsible for all aspects of Network operation and customer service, including but not limited to, NOC operation, network maintenance and repair, emergency response, subscriber connection (both during and post-construction), customer service and support, billing, and all other functions associated with providing reliable high-speed broadband network services to business and residential customers. **Important: After completion of the buildout of Network infrastructure, operation of the Network should be financially self-sustaining, with no ongoing financial commitment from the Town beyond what is agreed to in the Agreement.** It is expected that the Town's payment to Vendor during construction of the Network infrastructure, essentially a construction subsidy, will reduce or eliminate Vendor's capital costs for construction of the Network, thereby relieving Vendor of debt service or significant amortization expense once the Network begins operation.
- f) Vendor service offerings. Vendor will provide unlimited (no data caps) high-speed Internet service with minimum download speeds of 100 Mbps and upload speeds of 50 Mbps. Vendor should also provide optional voice services or specify how subscribers can avail themselves of optional Internet-based voice services. Voice services must include all features that are commonly available with current-state Internet-based VOIP telephone services.
- g) Reliability and availability, response times. Vendor must commit to a monthly average of 99.9% or better availability over the course of an average month except where outages are reasonably beyond its control such as weather-related damage to cable infrastructure, backhaul network outages, etc. Vendor must commit to same-day emergency repair service for major infrastructure outages. Vendor must maintain a reasonable inventory of spare electronics.
- h) Customer premise installation/hookup/activation. Vendor must indicate its standard customer premise installation/hookup/activation fees and standard installation parameters, including standard aerial and underground drop lengths from the curb, inside and outside equipment, and all other aspects of customer premise installation. If Vendor distinguishes between installations concurrent with Network construction versus post-construction/future installations, please explain pricing differentials and any other differences. Please describe how Vendor deals with "non-standard" installations, including pricing parameters such as price per foot for extended drop lengths, etc.
- i) Subscriber pricing and subscriber contract terms. Please include in your proposal a "rate card" showing proposed "list prices" for all customer equipment and services, including optional features, and also state your policy regarding price increases, especially limitations on frequency and amount/percent of increases. Also, indicate your policy or pricing plan for low-income subscribers. Please also include a specimen copy of the standard subscriber agreement. As compared with other towns in Berkshire County, installation and service pricing that is no more than ten percent (10%) higher than the average, and contract terms that are essentially similar, will be considered advantageous.
- j) Subscriber privacy and data security. Please describe your company policy and the protections you offer regarding subscriber privacy and data security.
- k) Town protections. The Town of Egremont requires that the Vendor agree to:
- o Indemnify the Town against any and all risk and liability in connection with Vendor's construction and operation of the Network.
  - o Post a performance bond in the amount of Fifty Thousand Dollars (\$50,000) from the effective date of the Agreement until completion of the buildout of

the Network. Upon completion of construction, the amount of the bond shall be reduced to Fifteen Thousand Dollars (\$15,000). The bond may be forfeited on material breach of the Agreement, including but not limited to failure to perform in accordance with the Schedule as defined in section 1.3 below.

- Other remedies as shall be agreed to by the parties for breach of the Agreement.
- A transition plan to go into effect if/as/when Vendor terminates, sells, or transfers its business, whether voluntarily or involuntarily, and which will provide for ongoing operation of the Network under terms substantially similar to those in the Agreement. Please indicate in your proposal the terms of such a transition plan as you would be willing to agree to.
- Notify the Town of any material change in Vendor's business structure or financial condition.

### **1.3 Schedule**

The Vendor and the Town shall enter into a duly authorized and signed Agreement no later than thirty (30) days following the Town's acceptance of the Vendor's proposal, unless an extension is mutually agreed to by the parties. Work shall begin within thirty (30) days of execution of the Agreement. As part of their proposals, all bidders must include a comprehensive schedule of project events, deliverables, and milestones along with delivery dates for each, including projected timing of steps that may not be under direct control of the Vendor (such as make ready work, for example).

The Vendor's proposed schedule, which may be subject to negotiation between the Town and the Vendor, shall be among material criteria used to evaluate the proposals. A total elapsed project time of not more than eighteen (18) months from signing of Agreement until final completion of the Network and "light up" of the last subscriber shall be considered advantageous. The final schedule and the milestones thereby established as agreed by the parties shall become the basis for the contractual payment schedule. Vendor shall be expected to adhere to the final schedule as agreed between the parties, and the Agreement shall specify remedies, including, but not limited to, forfeiture of performance bond and termination of Agreement for failure to do so.

### **1.4 Other Terms and Conditions**

Following execution of the Agreement, any additions, deletions, or changes to the Work or its specifications shall be by written change order only, executed by the Town and the Vendor.

The Town reserves the right to amend the Vendor's form conditions and/or terms used in its general agreement(s).

Payment schedules shall coincide with satisfactory completion/achievement of milestones in the Vendor's written implementation plan, which must be submitted as part of Vendor's proposal. Specific payment terms will be negotiated as part of the Agreement.

Vendor shall carry liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence, errors and omissions insurance in the amount of One Million Dollars (\$1,000,000), and workmen's compensation insurance as required by law; Vendor shall furnish to the Town Certificates of Insurance demonstrating such coverage.

The Agreement between the Town and the Vendor shall include a termination provision allowing the Town to terminate the Agreement at any time for any reason at its sole discretion without penalty. In such event, the Town will be liable for payment only for services satisfactorily provided prior to termination.

Construction of the network is subject to the Massachusetts Prevailing Wage Law (MGL c.149, ss.26-27). The Town will provide a relevant list of prevailing wages on request, or the bidder may download it from the Town website at <http://www.egremont-ma.gov/bids.html>.

The Town of Egremont is exempt from Federal and Massachusetts State Sales and Excise Taxes, and no such taxes should be included in the proposal.

### 1.5 Primary Contacts

Vendor shall provide a name, telephone number, and email address for the person who will be the Vendor's primary contact during the term of the Agreement. The Vendor will notify the Town of any changes as may occur during the term of the Agreement. The Town's primary contact will be the Chief Procurement Officer. During performance of the work, all questions and responses shall be in writing, which requirement may be satisfied via email communication.

## 2 Proposal Process and Submission Requirements

### 2.1 Summary of Key Dates

The Town establishes the following dates for this proposal process but reserves the right to adjust any of these dates if in its sole discretion such adjustment is warranted:

Date of RFP Issue	December 12, 2018
Deadline for Receipt of Questions	Wednesday, January 9, 2019
Bidders Conference (optional)	Thursday, January 10, 2019, 4:00 pm
Deadline for Receipt of Proposals	Thursday, January 31, 2019, 2:00 pm
Interviews with Finalist Vendors	February 2019 by appointment
Decision by Board of Selectmen	February 2019, exact date TBD
Execution of Agreement	Within 30 days of decision
Work to Begin	Within 30 days of signing agreement

### 2.2 Submission Procedure

Sealed proposals must be clearly marked *Egremont Internet Service Proposal*. Price proposal must be in a separate sealed envelope marked *Price Proposal for Egremont Internet Service*. Proposals must be received by Mary Brazie, Egremont Chief Procurement Officer, by US Mail at PO Box 368, South Egremont, MA 01258, or by physical delivery at Town Hall, 171 Egremont Plain Road (Rte. 71), Egremont MA 01230 no later than Thursday, January 31, 2019, at 2:00 pm. Seven (7) hardcopy proposals must also be accompanied by a complete digital copy.

Proposals that are late, incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected by the Town as non-responsive. All proposals and plans shall become the property of the Town.

### 2.3 RFP Inquiries

Proposers with questions regarding this RFP may submit their questions via email no later than Wednesday, January 9, 2019. Inquires received after this time may not be considered. All inquiries and requests for information/clarification regarding this RFP must be submitted by written email to Mary Brazie (email: [tegregmont@egremont-ma.gov](mailto:tegregmont@egremont-ma.gov)).

The manner in which the Town responds to inquires shall be at the Town's discretion. Responses will be distributed to all entities known to have requested a copy of this RFP and will be posted on the Town website.

## 2.4 Interviews and Presentations

Finalist proposers that meet evaluation criteria (section 3 below) will be invited to meet with the Egremont Ad Hoc Technology Committee by appointment to discuss their proposals and answer questions. The Committee requests that proposers who are so invited bring a) a company executive authorized to speak definitively for the company, b) the person who will be the company's project manager, and c) other members of the team as the company deems appropriate.

Note that meetings of the Committee are open to the public and are recorded, in compliance with the Massachusetts Open Meeting Law. The law permits confidential proprietary information (but *only* such information) to be discussed in closed Executive Session (see section 2.6 below).

## 2.5 Proposal Contents

Proposers are encouraged to prepare responses using clear and concise language that responds to the RFP in a straightforward manner. Please explain all acronyms and technical terms. Proposers are requested to organize their RFP submission consistent with the following, with any additional attachments they may deem appropriate:

Section	Contents
Transmittal Letter	<p>The Transmittal letter may be in the form of a business letter and should be no more than 2 pages. It should include:</p> <ul style="list-style-type: none"> <li>• Brief statement of Proposer's understanding of the project</li> <li>• Highlights of the Proposer's qualifications and ability to perform the Work</li> <li>• Name, title, and contact information of the person(s) who are authorized to respond definitively to questions</li> </ul>
1 Company Overview	<ul style="list-style-type: none"> <li>• Company name, email address, physical address, and phone and fax numbers</li> <li>• Year the company was established and former names if applicable</li> <li>• Parent company if applicable</li> <li>• Company background demonstrating longevity and stability</li> <li>• Organizational structure</li> <li>• Names and locations of company owners, unless publicly traded</li> <li>• Proof of existence, officer authority, qualifications to do business, and/or licensing and good standing in Massachusetts</li> </ul>
2 Financial Stability	<ul style="list-style-type: none"> <li>• Provide financial statements, including assets and liabilities, stated in US dollars, for two most recent years. See note on proprietary and confidential information in section 2.6 below. See also Appendix B for information requirements to qualify the Town to receive state grant funds.</li> </ul>
3 Workforce	<ul style="list-style-type: none"> <li>• List all key personnel to be assigned to the project, including managers, supervisors, foremen, technicians, etc., and their respective responsibilities, experience, training, certifications, and length of service. Also list subcontractors, if any (firms and/or individuals), their roles, and their backgrounds.</li> </ul>
4 Project/ Client Experience	<ul style="list-style-type: none"> <li>• Briefly describe all relevant fiber optic network projects that you have been involved in, including client, location, size, project duration, and whether the project was completed within budget and schedule.</li> <li>• Clearly note specific experience with municipalities and government entities.</li> <li>• Provide client contact information for at least three recent projects of similar nature. Proposer should expect that a Town representative will contact client references.</li> </ul>

Section	Contents
5 Description of Proposed Work, Plans, Schedule, and Other Information	<ul style="list-style-type: none"> <li>• Provide a point-by-point response to the scope of work, requirements, specifications, schedules, and other terms and conditions described in section 1 of this RFP.</li> <li>• Clearly indicate any restrictions, qualifications, additions, or deviations from the requirements and specifications stated in this RFP, with explanation.</li> </ul>
6 Price Proposal	<ul style="list-style-type: none"> <li>• Quote the price Vendor is seeking as an inducement to enter into an Agreement to perform the work and agree to the terms as stated in Vendor's proposal.</li> </ul>
7 Completed Signature Form	<ul style="list-style-type: none"> <li>• Attached hereto as Appendix C is the Town's required Certification and Signature Form.</li> </ul>

## 2.6 Proprietary and Confidential Information

Unless clearly marked and submitted according to the instructions below, submitted materials are a matter of public record and will be open to public inspection.

If proposer wishes to maintain confidentiality of certain information, such as company financials for example, such information should be submitted in a separate sealed envelope clearly marked "Confidential Information Submitted by [Company Name and Contact Person] in Support of Egremont Internet Service Proposal." The Town will review such information only in Executive Session (not open to the public) and will make a good-faith effort to protect such information from public disclosure. However, the Town disclaims liability for disclosure or damages arising therefrom, and Proposer agrees to hold the Town harmless in the event of disclosure resulting from any Town action or inaction.

## 3 Evaluation Process and Criteria

The contract will be awarded to the bidder offering the most advantageous proposal, taking into consideration responsiveness to Town requirements, other comparative evaluation criteria, and price. The contract will be awarded by the Egremont Select Board on recommendation of the Egremont Ad Hoc Technology Committee. The Town reserves the right to reject any and all proposals in whole or in part, and to waive irregularities and informalities, at its sole discretion and to the extent permitted by law, if and when it is deemed to be in the best interest of the Town.

Proposals will be rated using the following categories: Highly Advantageous, Advantageous, Not Advantageous, and Unacceptable:

### 3.1 Proposer Qualifications and Experience

Highly Advantageous	<ul style="list-style-type: none"> <li>• Demonstrates significant expertise and experience in completing similar broadband network design, engineering, and consulting projects</li> <li>• Demonstrates a track record of success in completing projects of similar size and scope within scheduled timeframe and budget</li> <li>• Demonstrates expert knowledge of all relevant high-speed fiber optic networking technologies, standards, and protocols</li> <li>• Is familiar with emerging next-generation systems and technologies and is able to assess their potential future impact</li> <li>• Demonstrates experience working with key stakeholders (government officials, network industry representatives, utility company representatives, property owners, etc.)</li> </ul>
Advantageous	<ul style="list-style-type: none"> <li>• Demonstrates some expertise and experience in completing network design, engineering, and consulting projects</li> <li>• Demonstrates a track record of success in completing projects within scheduled timeframe and budget</li> <li>• Demonstrates adequate technical knowledge related to broadband networks</li> <li>• Demonstrates general experience working with stakeholders</li> </ul>
Not Advantageous	<ul style="list-style-type: none"> <li>• Demonstrates only limited expertise or experience in network planning and design</li> </ul>
Unacceptable	<ul style="list-style-type: none"> <li>• Does not demonstrate minimum levels of expertise or experience</li> </ul>

### 3.2 Proposer Response to Requirements

Highly Advantageous	<ul style="list-style-type: none"> <li>• Clearly and comprehensively articulates an understanding of the project</li> <li>• Responds to each defined requirement and specification as listed in section 1 of this RFP in a credible and sensible way</li> <li>• Demonstrates mastery of the process necessary to manage projects and complete tasks</li> <li>• Has a clear and credible approach to dealing with unknowns and project contingencies if and when they emerge</li> <li>• Provides a comprehensive, well-conceived project plan with logical steps and realistic timeframes</li> <li>• If warranted, identifies sensible changes to the scope of work, requirements, or specifications, addressing missing or poorly conceived requirements</li> </ul>
Advantageous	<ul style="list-style-type: none"> <li>• Articulates a general understanding of the project</li> <li>• Is credible in addressing specific requirements</li> <li>• Demonstrates understanding of the process necessary to manage projects and complete tasks</li> <li>• Acknowledges the possibility of unknowns and project contingencies and is prepared to address them in a general way</li> <li>• Provides a project plan with logical steps and realistic timeframes</li> <li>• If warranted, identifies sensible changes to the scope of work, requirements, or specifications, addressing missing or poorly conceived requirements</li> </ul>

Not Advantageous	<ul style="list-style-type: none"> <li>• Does not demonstrate a clear understanding of the project</li> <li>• Addresses most but not all specific requirements</li> <li>• Describes a general project management approach</li> </ul>
Unacceptable	<ul style="list-style-type: none"> <li>• Does not demonstrate a project approach that is likely to be successful</li> </ul>

### 3.3 Proposer Communication Skills

Highly Advantageous	<ul style="list-style-type: none"> <li>• Proposal clearly and comprehensively explains plans, approaches, technical information, and all other data in a manner that is understandable to both technical and non-technical audiences.</li> </ul>
Advantageous	<ul style="list-style-type: none"> <li>• Proposal explains contents in a manner understandable to both technical and non-technical audiences.</li> </ul>
Not Advantageous	<ul style="list-style-type: none"> <li>• Proposal explains some of the information in a way that can be understood only by an audience with a technical background.</li> </ul>
Unacceptable	<ul style="list-style-type: none"> <li>• Does not demonstrate communication skills necessary to be successful</li> </ul>

### 3.4 Quality of Interview (If Interviewed)

Highly Advantageous	<ul style="list-style-type: none"> <li>• Key personnel on the project team, including the Project Manager, attended the meeting and each demonstrated his/her skill and expertise, and comprehensively communicated a thorough knowledge of the services required to address the requirements in the RFP.</li> </ul>
Advantageous	<ul style="list-style-type: none"> <li>• Some key personnel attended the meeting and demonstrated relevant expertise and knowledge regarding required services.</li> </ul>
Not Advantageous	<ul style="list-style-type: none"> <li>• Project team member(s) attended the meeting and demonstrated some level of knowledge regarding required services.</li> </ul>
Unacceptable	<ul style="list-style-type: none"> <li>• A company representative attended the meeting but did not demonstrate sufficient knowledge to inspire confidence that the project would be successful.</li> </ul>

### 3.5 Results of Reference Checks (If Checked)

Highly Advantageous	<ul style="list-style-type: none"> <li>• References show that the firm, the identified Project Manager, and key personnel have positively and successfully completed similar, relevant projects on time and within budget.</li> </ul>
Advantageous	<ul style="list-style-type: none"> <li>• References show that the firm along with some identified project team members have experience with similar projects and generally meet deadlines on time and within budget.</li> </ul>
Not Advantageous	<ul style="list-style-type: none"> <li>• References demonstrate that the firm or team members have limited relevant experience and/or do not have a track record of successfully completing projects on time and within budget.</li> </ul>
Unacceptable	<ul style="list-style-type: none"> <li>• References do not indicate satisfactory experience with firm and/or team members.</li> </ul>

**Appendix A  
Town of Egremont  
Locations without Internet Service  
("Unserved Area")**

As of December 3, 2018

The following location information has been provided by Fiber Connect, LLC, a private company, indicating roads not currently served by their network infrastructure. House counts are taken from GIS Tax Maps data at [www.axisgis.com/egremontma/](http://www.axisgis.com/egremontma/).<sup>2</sup> Not counted here are approximately 60 vacant land parcels. Although a few may be developed at a future time, most are owned by Town, state, or federal entities; conservation land trusts; or are otherwise unbuildable due to conservation restrictions, wetland regulations, etc. The Town highly recommends that interested bidders consult Town maps and property records and/or visit the areas listed to ensure a clear understanding.

Road	Notes	# Homes
Sheffield Road from #28 to the Sheffield town line		17
Route 23 from Creamery Road to the Great Barrington town line		4
Jug End Road south of Avenue Road to the Sheffield town line		11
Route 41 (Undermountain Road) south of Warner Road		12
Bow Wow Road		3
Brookvale/Hilltop Roads	Underground utilities	9
Mt. Washington Road from Jug End Road to the Mt. Washington town line		16
Farm Lane	Underground utilities	6
Pumpkin Hollow Road	Part of this road briefly crosses the Great Barrington town line	4
Sky Farm Road		2
Miller View Road	Underground utilities	5
Hickory Hill Road	Underground utilities	11
Shun Toll Road		15
Mill Road		5
Route 71 north of Rowe Road		8
Rowe Road		7
Tremont Drive	2 homes on Alford side of line	0
<b>Total</b>		<b>135</b>

Please see additional notes on the following page.

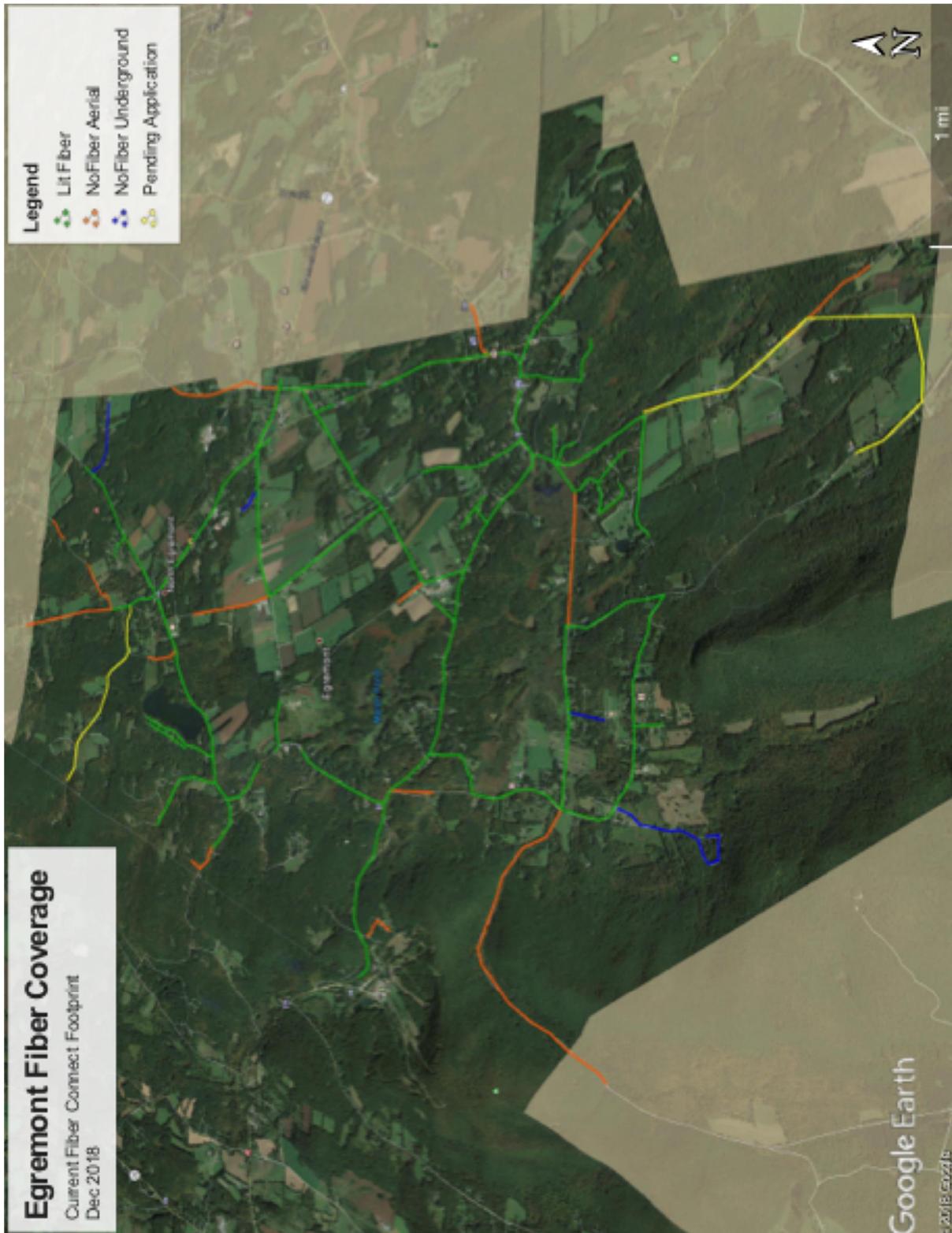
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<sup>2</sup> The Town of Egremont makes no warranties regarding accuracy or completeness, and assumes no liability associated with the use of this data. For the official, most recent property record, please contact the Board of Assessors at 413-528-0182 Ext. 14 during regular office hours: Tuesday and Thursday 9:00 AM to noon or at [assessors@egremont-ma.gov](mailto:assessors@egremont-ma.gov)

#### Additional Notes

1. The Egremont portion of Whites Hill Road is not covered by Fiber Connect but will be serviced by the Town of Alford and should not be considered as part of Unserved Area.
2. The Town of Egremont is in discussions with the Town of Alford concerning the possibility of Internet service being provided by Alford for a small number of Egremont properties located near the Alford town line on Rt. 71, Rowe Road, Tremont Drive, and Boice Road. If and when any firm plans materialize, we will notify bidders, but for now proposals should assume that these areas would be part of the Egremont Unserved Area. These are included in the table above.

**Town of Egremont  
Map Showing Status of Fiber Connect Presence  
as of December 2018  
(Provided by Fiber Connect, LLC)**



## Appendix B MBI Flexible Grant Program Requirements



CONNECTING THE COMMONWEALTH

### **PAYMENT IN ARREARS POLICY FOR CERTAIN BROADBAND PROJECTS**

For towns that seek to implement a broadband project with certain private providers\*, the Commonwealth, through the Massachusetts Broadband Institute ("MBI"), will enter into a grant agreement with the Town to reimburse the Town for its expenses related to the project, up to the maximum amount of its allocation, based on the following conditions being met:

- The Town counsel has submitted a letter to MBI certifying that the Town has complied with all procurement laws, and any other applicable laws and regulations required to implement the project.
- The construction of the network is complete:
  - The network is fully commissioned
  - All premises that the town and provider had agreed to serve prior to the start of construction are capable of receiving service pursuant to any connection/service agreements that the town and provider executed.
- The Town and provider certify, as appropriate, that:
  - There is no pending or contemplated litigation between the town and the provider;
  - There is no pending or contemplated arbitration between the town and the provider; and
  - The provider has paid all subcontractors for all work performed on the project
- The Town and provider certify that at least 51% of all potential customers to be passed by the network have pre-subscribed to take broadband service and have paid a pre-subscription deposit.
- The Town and provider enter into a broadband services agreement with the provider to address the long-term relationship between the Town and the provider.
  - As a best practice, MBI strongly encourages the Town to insist on protections within this agreement to protect the public money invested in the contract and the customers' access to quality broadband service. For example, the Town could seek a performance bond from the provider for the operation of the network, pricing protections and schedules, guarantees concerning response time in the case of network outages or storm repairs and other similar provisions designed to ensure smooth, predictable, and reliable broadband service. The Town should seek the guidance of Town counsel and any other professionals it deems appropriate and necessary for the execution of this long-term agreement.

\*The application of these conditions occurs in those situations where the town and the provider are entering into an agreement for the provision of broadband service wherein the Commonwealth is not a party to said agreement. In these situations, the town is responsible for every aspect of procurement and contracting. In these situations, the Commonwealth takes no position and makes no judgement about the decisions, understandings or agreements between the parties. As described in this document, the Commonwealth's financial contribution to the project will, as a matter of standing practice in these situations, be made after the project is complete.

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**Appendix C**  
**Certification and Signature Page**

Must be completed and submitted with proposal.

The Undersigned Vendor proposes to furnish all labor and materials, and to deliver all services, work products, and documents identified in the attached *Egremont Internet Service Proposal* in accordance with the requirements laid out in the Town's Request for Proposals, subject to specific exceptions clearly described in our proposal, if any. The Undersigned agrees that Vendor is ready, willing, and able to furnish the staffing resources described in our proposal, and agrees that if selected as Vendor, the company will within thirty days after presentation thereof by the awarding authority, execute an Agreement in accordance with the terms of this proposal. The Undersigned certifies that Vendor is in good standing and meets all requirements to do business in the Commonwealth of Massachusetts.

\_\_\_\_\_  
Signature of authorized individual submitting proposal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of business

**Certificate of Non-Collusion**

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Signature of authorized individual submitting proposal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of business

**Tax Compliance Certification**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature of authorized individual submitting proposal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of business