



Request for Qualifications for

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

RFQ No. (2016-MBI-01)

**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**

1 Introduction

Massachusetts Technology Collaborative (“Mass Tech Collaborative”), on behalf of the Massachusetts Broadband Institute at Mass Tech Collaborative (the “MBI”), is issuing this Request for Qualifications (RFQ No. 2016-MBI-01) (the “RFQ”) to solicit responses from qualified contractors (“Respondents”) to perform Pole Data Collection Services and to draft utility applications as defined herein (“Services” or “Pole Data Collection Services”), for utility poles, guys, and other existing attachments located in western and north central Massachusetts. These collections are proposed to be used in connection with the development, procurement and construction of approximately 2040 miles of *Last Mile Networks*. Multiple Last Mile Networks are proposed to be built in western and north central Massachusetts with \$40-million of state funds. The submissions of all Respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFQ, and MBI expects that multiple Respondents will be deemed qualified to perform these services.

Mass Tech Collaborative will be the contracting entity on behalf of the MBI. 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.

This initiative provides an exciting opportunity for firms with experience surveying utility poles and collecting data required for aerial fiber optic network construction to support the Mass Tech Collaborative in the development of state-of-the-art FTTP networks that will spur economic development throughout western and central Massachusetts. The networks will bring broadband services to the residents of up to 44 underserved towns in western and north central Massachusetts. Through this RFQ, the Mass Tech Collaborative hopes to identify commercial firms that can offer creative solutions, highlighting satisfactory completion of the services on time and within budget.

After being qualified, Respondents will be selected based on either (1) specific bids submitted by selected Respondents (the “Mini Bid”), or (2) the Mass Tech Collaborative’s discretion in determining which of the selected Respondents presents the best value option (the “List Selection”), to provide Pole Data Collection Services for one or more of the 44 towns listed in Attachment B.

The Pole Data Collection Services will be performed on behalf of the Mass Tech Collaborative and the owner(s) of the utility poles (primarily Verizon, National Grid, Eversource, and may include municipal light companies and companies that own a relatively small number of utility poles) (the “Pole Owners”) under a contract with and paid for by the Mass Tech Collaborative. The requested Pole Data Collection Services are necessary for the Mass Tech Collaborative to finalize routes for the *Last Mile Networks* and necessary for the Mass Tech Collaborative and the Pole Owners to determine appropriate “make-ready” work, if any, associated with the anticipated pole attachments along those routes as part of the Pole Owners’ license application process. The Pole Data Collection Services contractor will be provided with preliminary information from the Mass Tech Collaborative, and will be required to confirm such preliminary information, record additional and corrected Pole Data collected from the surveying work and deliver the information to the Mass Tech Collaborative in the format set forth in the Pole Data Form included in Exhibit A (Preliminary List of Required Survey Data).

The *Last Mile Networks* could involve attachment of new strand and fiber optic cable to approximately 60,000 utility poles in 44 Massachusetts towns. A map of the initial preliminarily proposed route of the aerial network and spreadsheet listing route miles and estimated spans per town are included in Exhibits B and C.

RESPONDENTS PLEASE NOTE:

- (a) This RFQ does not commit the Mass Tech Collaborative to select any firm(s), award any work order, pay any costs incurred in preparing a response, or procure or contract for any services or supplies. Mass Tech Collaborative reserves the right, in its sole discretion, to accept or reject any or all submittals received, to negotiate with any or all qualified Respondents, 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.

- (b) This solicitation will remain open on a rolling basis. Responses submitted after the initial deadline of September 17, 2015, will be reviewed and compared on a periodic basis pursuant to the evaluation criteria set forth in this RFQ. As a result of this RFQ, the Mass Tech Collaborative intends to select various individuals and/or firms to assure that it has ongoing and expeditious access to service providers for Pole Data Collection Services at competitive (and preferably discounted) rates.
- (c) Individuals providing services to Mass Tech Collaborative may be considered “special state employees” subject to the provisions of the Massachusetts Conflict of Interest Law (M.G.L. c.268A). Mass Tech Collaborative’s Master Agreement for Services (the “Master Agreement”) requires contractors to certify, among other things, compliance with the Massachusetts Conflict of Interest law.
- (d) Respondents to this RFQ who are currently (or who anticipate that they prospectively may be) providing services to Mass Tech Collaborative grantees are advised to review the Mass Tech Collaborative procurement conflicts policy (located at <http://masstech.org/procurements>). As part of its response, Respondent must affirmatively indicate whether it has contracts for services funded in part or in whole by Mass Tech Collaborative grants.

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 Mass Tech 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 Division Description

2.2.1 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 to all homes, businesses, schools, libraries, medical facilities, government offices and other public places 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 generally, please visit the web site at www.massbroadband.org.

3 Services Required

3.1 Context

3.1.1 The Last Mile Networks

Of the 123 towns and cities included in the **MassBroadband 123** network, 79 are served to varying degrees by an incumbent or new cable broadband provider but the remaining 44 towns in the **MassBroadband 123** footprint are low density, rural areas that do not have an incumbent cable broadband provider and are referred to as “unserved.” The Mass Tech Collaborative is addressing the *last mile*

challenge with the goal of making high-speed Internet available to unserved residents and businesses within the 44 unserved towns.

The Commonwealth has responded to the *last mile* challenge with a \$50 Million appropriation of state capital funding (Chapter 257 of the Acts of 2014) enacted in August of 2014 to support the build-out of *last mile* infrastructure in western Massachusetts, \$40 million of these funds have been dedicated for the 44 unserved towns. The Mass Tech Collaborative's main objective is to develop solutions to offer broadband access for households and businesses that maximize the impact of limited public resources, leverage other sources of funding (to the extent necessary and appropriate), and promote economic growth in the region.

Most of the *Last Mile networks* will constitute the installation of new fiber optic cables attached to existing utility poles. The Mass Tech Collaborative plans to construct about 2,040 miles of new fiber optic networks in western Massachusetts. The Mass Tech Collaborative anticipates that the *Last Mile Networks* may consist of multiple fiber to the premises ("FTTP") GPON or Active Ethernet networks.

3.1.2 Pole Data Collection Services Firm

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. Selection as a Pole Data Collection Services contractor however does not disqualify the selected firm from being selected as a contractor for other the *Last Mile* project procurements to provide construction management services, design engineering services, systems integration services, environmental permitting services, or archaeological permitting services.

3.2 Scope of Services

3.2.1 Scope of Work

In order to qualify under this RFQ, the Mass Tech Collaborative seeks responses from eligible Pole Data Collection Services contractor(s) that demonstrate Respondent's ability to provide all field services to collect the Required Survey Data using the form attached as Attachment A, which may be revised or updated as deemed necessary to meet Pole Owner requirements, to present that data to the Mass Tech Collaborative and the Pole Owners in the required MSEXcel® with Optional GIS format, to make the information available through a secure website established by the selected contractor and to work with the Mass Tech Collaborative and the Pole Owners to make appropriate adjustments in the process and schedule as required. The scope of work shall include:

1. Attending coordination meetings with the Mass Tech Collaborative and Pole Owners to discuss:
 - Content and format of pole data to be collected.
 - Content and format of pole data to be reported by contractor on a secure web site.
 - Schedule for and sequence of the pole data collections by town.
2. Conducting pole data collections for every licensable utility pole in each assigned town (this includes public utility poles on private property).
3. Beginning pole data collection projects promptly after Mass Tech Collaborative assigns them (towns will be assigned on a town-by-town basis).
4. Recording observations and gathering the required information, data and digital photographs as set forth in Attachment A (as may be revised prior to work being awarded to a Respondent) for each public utility Pole within each town assigned. (Note: GPS coordinates are to be sub 1 meter accuracy.)
5. Preparing and posting Required Survey Data on a secure website for the Mass Tech Collaborative and Pole Owners to access and use (Note that the data shall be in the required MSEXcel® formats with Optional GIS format, or as an interactive database/application as an alternative to the MSEXcel® format with all the attributes listed in Attachment A).

6. Resurveying to validate discrepant or missing data, or for quality assurance purposes, as deemed necessary by the Mass Tech Collaborative.
7. Preparing and providing to the Mass Tech Collaborative and individual Pole Owners weekly reports on Required Survey Data, progress, schedules for upcoming work, plans, and issues encountered and proposed resolution of such issues.
8. Supplying all equipment, supplies and transportation needed for performance and delivery of the Pole Data Collection Services. All costs associated with the work -- including the cost of police details, lodging and resurveys, if any, to validate discrepant or missing data, for quality assurance purposes, but not including any resurvey for quality assurance purposes of poles previously surveyed by another contractor or "Additional Pole Data Collection Services," if any -- must be included in unit prices in the proposal.
9. Providing OSP Engineer(s) to coordinate, negotiate, track and participate in joint make ready ride outs with utilities.
10. **(Optional Task)** Preparing and tracking draft pole license applications for all poles surveyed, for future submission by Mass Tech Collaborative to Pole Owners on behalf of Mass Tech Collaborative.

The selected Pole Data Collection Services contractors' performance will be subject to review by the Mass Tech Collaborative and Pole Owners following a first pole data collection assignment. Specifically, there will be a project checkpoint after completion of the first town's pole data collection. (The Mass Tech Collaborative will most likely issue assignment on a town by town basis). The initial assignment will be used to evaluate procedures, make process improvements, and evaluate performance and data accuracy. Deficiencies in performance may require process changes and, in severe cases, could lead to contract termination. 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.

3.2.2 Timeline for Performance

The selected contractor(s) will be required to provide Pole Data Collection Services for some or all of the towns of the *Last Mile Networks* specified in Attachment B during the period from October, 2015 through December 31, 2018 [the foregoing dates being subject to revision], in accordance with specific time schedules for each segment of the *Last Mile Networks* to be set forth by the Mass Tech Collaborative and affected Pole Owners after consultation with the selected contractor, which schedules may, from time to time, be revised. It is now anticipated that the first town of the required Pole Data Collection Services will be required to be completed prior to January 8, 2016. Time is of the essence for the completion of the survey, and thus the selected contractor must be prepared to devote the personnel and resources required to complete the surveys within the established schedules for each segment and for the overall project. A kickoff meeting must be held 5 days from the date of the initial assignment of work by Mass Tech Collaborative to a selected contractor. Pole inspections for a town assignment must commence 10 days from the date a town is assigned to a contractor.

The schedule for Pole Data Collection will be determined by the Mass Tech Collaborative and the Design Engineer, with input from the Pole Owners, with the objectives of meeting the completion targets for the *Last Mile Networks*. Regular meetings will be held to review, and, if necessary, adjust schedules to meet these and other project objectives.

4 Submission of Responses

4.1 Schedule

The RFQ process will proceed according to the following anticipated schedule:

Issue Date	August 18, 2015
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Bidders' Conference	August 28, 2015 (Register by August 26, 2015)
Questions Due	September 2, 2015
Answers Posted	September 9, 2015
Responses Due Date	September 17, 2015 3:00 p.m.

Responses will be due no later than 3:00 p.m. EST, on September 17, 2015. Responses received later than the date and time specified will be reviewed and evaluated by the Mass Tech Collaborative in batches on a periodic basis. Mass Tech Collaborative assumes no responsibility or liability for late delivery or receipt of responses.

4.2 Bidders' Conference

A bidders' teleconference will be held at 2:00 PM on August 28, 2015 via a Mass Tech Collaborative Conference Bridge. All potential respondents interested in participating in the bidders' teleconference must register with Mass Tech Collaborative by 5:00 p.m. on August 26, 2015 in order to obtain the conference call information. To register, please email **John Furey** at **Furey@Masstech.org**. Mass Tech Collaborative will transmit the conference call information to all registered bidders 24 hours in advance of the teleconference. Mass Tech Collaborative will post summary responses to procedural questions and issues addressed at the bidders' teleconference on the Mass Tech Collaborative's and the Comm-Buys websites.

4.3 Questions

Questions regarding this RFP must be submitted by electronic mail to proposals@masstech.org with the following Subject Line: "Questions – RFQ No. 2016-MBI-01". All questions must be received by 5:00 p.m. EST on September 2, 2015. Responses to all questions received will be posted on or before 5:00 p.m. on September 9, 2015 to Mass Tech Collaborative and Comm-Buys website(s)

4.4 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; three (3) unbound copies; and one electronic version (.pdf or .doc with the budget in excel format) thereof.

RESPONDENTS ARE CAUTIONED TO REVIEW ATTACHMENT D, PRIOR TO SUBMITTING AN ELECTRONIC COPY OF THEIR RESPONSE. IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN ATTACHMENT D, ANY INFORMATION THAT RESPONDENT HAS IDENTIFIED AS "SENSITIVE INFORMATION" IN THE HARD COPY OF THEIR RESPONSE SHOULD BE DELETED FROM THE ELECTRONIC COPY PRIOR TO SUBMISSION TO MASS TECH COLLABORATIVE.

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

Hardcopies:

Request for Proposals No. 2016-MBI-01
Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581

Electronic:

furey@masstech.org and copied to ticia@masstech.org

- (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. In this regard, Respondents are required to sign the Authorized Respondent's Signature and Acceptance Form, set forth as Attachment E1 hereto.

- (d) Respondents selected by Mass Tech Collaborative will execute the Master Agreement in Attachment G. In the event that a Respondent selected by Mass Tech Collaborative is currently party to a Master Agreement, Mass Tech Collaborative will exercise its discretion in either maintaining the current Master Agreement or terminating the agreement and requiring execution of a new Master Agreement.

RESPONDENTS ARE REQUIRED TO SPECIFY ANY EXCEPTIONS TO THE MASTER AGREEMENT AND TO MAKE ANY SUGGESTED COUNTERPROPOSAL(S) WITH THEIR RESPONSE. FAILURE TO SPECIFY EXCEPTIONS AND/OR COUNTERPROPOSALS WILL BE DEEMED AN ACCEPTANCE OF THE MASTER AGREEMENT'S TERMS AND CONDITIONS, AND NO SUBSEQUENT NEGOTIATION OF SUCH PROVISIONS SHALL BE PERMITTED. RESERVING ONE'S RIGHTS TO NEGOTIATE TERMS AFTER AN AWARD IS MADE IS UNACCEPTABLE

4.5 Information Required:

- (a) Authorized Respondent's Signature and Acceptance Form and Response Cover Sheet: See Attachments E1 and E2.
- (b) Executive Summary: 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.
- (c) Statement of Respondent's Qualifications: All responses must include a statement of the Respondent's history, along with its qualifications and experience to provide the Services identified in the RFQ. The following information must be included:
- a. Respondent's experience and technical capabilities in conducting utility pole inspections, including the largest prior project.
 - b. Respondent's ability to field sufficient experienced staff to conduct the volume of inspections in the timeframes contemplated by this RFQ.
 - c. An example of data collected from up to five (5) poles surveyed on previous jobs.
 - d. Respondent's ability to meet all requirements contained in the Special Terms and Conditions for Field Services included in Attachment G (Master Services Agreement)
 - e. All of Respondent's prior experience working with or for Pole Owners in Western Massachusetts, including information regarding recent data collection conducted by Respondent in the service region of the *Last Mile Networks*, identities of Pole Owners for whom such data were collected, municipalities involved and approximate number of poles. Please identify any projects which required remediation up to and including dismissal of the Respondent.
 - f. Current contracts of Respondent, if any, to provide services to the Pole Owners.
 - g. Other pole attachment survey work performed by the Respondent for attachers or utility companies.
 - h. Respondent's experience, ability and qualifications to perform the optional services in preparing and tracking draft pole license applications for all poles surveyed listed in Section 3.2.1 item 10.

Please describe or include the following:

- a) The project management plan and staffing levels proposed by respondent to implement the Pole Data Collection Services on a timely and efficient basis;
- b) The qualifications of staff assigned to the project;
- c)
- d) The typical number of poles surveyed per crew per day;

- e) The minimum and maximum number of crews the Respondent is able to commit to this effort;
 - f) Any limits on the number of surveys that the Respondent can complete per week and per month, indicating any differences depending upon time of year;
 - g) The number of people per crew;
 - h) The anticipated number of crews; and
 - i) Staff Qualifications: All responses must include resumes of each individual who will be providing the Services under any work order, as well as written descriptions of the individual's background and experience. All Respondents must identify the following individual(s) – the person who serve as the project manager; the person who will have primary responsibility for contact and communications with Mass Tech Collaborative; and the person who is authorized to negotiate and contractually-bind the Respondent. Mass Tech Collaborative reserves the right to investigate and to review the background of any or all personnel assigned to work under the Master Agreement, including any work orders thereto, and, based on such investigations, at its sole discretion, to reject the use of any persons. Any changes to the project personnel shall require formal written approval by Mass Tech Collaborative. Mass Tech Collaborative reserves the right to terminate the Master Agreement and/or any work order if changes are not approved.
- (d) Officer's Certificate: See Attachment F.
- (e) References: All responses must include references from at least three (3) of the Respondent's clients who have utilized the firm on matters, including at least 2 concerning work done involving field inspections of utility poles from projects of a similar size, scope and complexity to the Services set forth in this RFQ. All references must include a contact name, address, and telephone number. In addition to the foregoing, all responses must include a listing of public and private clients for whom the firm within the past five years has provided services similar to those set forth in this RFQ, with a description of the services provided. If individuals identified as participants in a contract entered into under this RFQ previously participated in any of the projects performed for other clients on the foregoing list, the Respondent must identify the projects in which the individual participated.
- (f) Pricing Information: Any Respondent selected hereunder will also be added to Mass Tech Collaborative's list of consultants prequalified to provide services to the Mass Tech Collaborative. Therefore, Mass Tech Collaborative anticipates establishing a set rate schedule with the selected firm for the period ending December 31, 2018. In anticipation of this process, Respondents are required to include the following information in their response. For personnel, please include a schedule of hourly rates to be charged by personnel identified in the qualification statement above and rate categories for additional personnel that may work on specific assignments. Please include hourly rates for personnel that would perform work on the Optional Additional Services. Work performed under a work order to the Master Agreement will generally be billed in accordance with the hourly rates provided by the Respondent (the "the Offered Rate").

Indicative pricing for a per pole unit price for pole data collection services based on the preliminary criteria outlined within Attachment A. Please note that Mass Tech Collaborative expects to assign the selected contractor(s) sets of poles to be surveyed on a town-by-town basis.

Please identify any pricing discounts on the indicative per pole unit prices based upon quantity of poles assigned or any other considerations.

Please use the following table to provide the required pricing information:

	<i>Unit Price / Hourly Rate</i>
<i>Pole Surveying:</i>	
<i>Indicative Per pole unit price</i>	<i>Enter Unit Price</i>
<i>Please provide any information regarding unit price discounts based upon the quantity of poles assigned or any other considerations that would impact the per pole unit price listed.</i>	
<i>OSP Engineering:</i>	
<i>Rates to provide OSP Engineer(s) for Make Ready ride out evaluations</i>	
<i>Insert Staff Title</i>	<i>Enter Hourly Rate</i>
<i>Optional Services:</i>	
<i>Rates for preparation of draft utility license applications</i>	
<i>Insert Staff Title</i>	<i>Enter Hourly Rate</i>

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 a negotiation period with one or more finalist Respondents and then ask the Respondent(s) to submit a best and final offer.

5.2 Criteria

Selection of a Respondent to provide the services sought herein will be based on the following criteria:

- The level of Respondent’s experience in conducting similar types of work, including the information provided on numbers of prior pole surveys performed and any experiences described with projects of similar size, scope, and timeframes, or information provided by Respondent on their largest prior project.
- The Respondent’s work experiences with the Pole Owners in western Massachusetts, if any, and the Pole Owners satisfaction with that work.
- The Respondent’s ability to field a sufficient number of experienced crews to complete the surveys in a timely fashion.
- Evaluation of Respondent’s example data.
- The Respondent’s ability to meet all requirements contained in the Special Terms and Conditions for Field Services in Attachment G and the Respondent’s Officers Certification in

Attachment F.

- The quality and understanding of the Respondent's exemplar report and reporting mechanisms proposed (e.g. website communication methods, online databases, etc.).
- The cost effectiveness and robustness of the Respondent's proposed Quality Assurance program.
- The Respondent's commitment to timely completion based on minimum and maximum number of crews and crew qualifications.
- Reasonableness of indicative unit pricing, and hourly rates for project personnel.
- Respondent's approach to develop the draft applications for submission to the utilities on behalf of Mass Tech Collaborative, if these optional services are included in the proposal.
- 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, attached as Attachment G, 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. The foregoing notwithstanding, Mass Tech Collaborative has developed a set of procedures to deal with all documents submitted to it in response to this RFQ, and those procedures are set forth in Attachments D1 and D2 hereto. By executing the Authorized Respondent's Signature and Acceptance Form appended hereto as Attachment E1, Respondent acknowledges, understands and agrees to be bound by the procedures set forth in Attachments D1 and D2, and agrees that Mass Tech Collaborative shall not be liable under any circumstances for the subsequent disclosure of any materials submitted to it by Respondent pursuant to this RFQ and/or in connection with any contract entered into between Respondent and Mass Tech Collaborative as a result of this RFQ process.
- (c) Further, any selected Respondent must recognize that in the performance of the Master Agreement and any work orders issued thereunder it may become a holder of personal data (as defined in M.G.L. c. 66A, and as set forth in Attachments D1 and D2) or other information deemed confidential by the Commonwealth. Respondent shall comply with the laws and regulations relating to confidentiality and privacy, including any rules or regulations of Mass Tech Collaborative. Any questions concerning issues of confidentiality, the submission of materials to Mass Tech Collaborative, application of the procedures set forth in Attachments D1 and D2, or any other questions related to these matters should be addressed to Elizabeth A. Copeland, Esq., Assistant General Counsel at Mass Tech Collaborative.
- (d) 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. The Respondent must demonstrate: (1) the availability of adequate resources and staffing to efficiently and expeditiously service Mass Tech Collaborative's needs; (2) the necessary experience, organization, qualifications, skills and facilities to provide the Services set forth in this RFQ; (3) a satisfactory record of performance in the provision of the Services set forth in this RFQ; (4) the ability and willingness to comply with the requirements of Federal and State law relative to equal employment opportunity. **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.**

- (e) 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 Attachments D1 and D2 apply only to hard copy documents, and are not applicable to information submitted by, among other methods, electronic mail, facsimile or verbally.
- (f) 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 Attachments D1 and D2, or any other questions related to these matters, should be addressed to Elizabeth A. Copeland, Esq., Associate General Counsel at Mass Tech Collaborative.
- (g) 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.
- (h) 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.
- (i) The goal of this RFQ is to select and enter into a Master Agreement with the Respondent that will provide the best value for the Services to 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.
- (j) 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.
- (k) The Respondent may not alter the RFQ or its components except for those portions intended to collect the Respondent's response (Cost pages, etc.). 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.
- (l) 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.

- (m) Submitted responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.
- (n) 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.
- (o) 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 multiple Respondent(s) to this RFQ and will enter into a Master Agreement with each of the selected Respondent(s), with the Mass Tech Collaborative's option to renew at its discretion. Procurements done by either Mini-Bid or List Selection shall be deemed competitive.

6.2 Changes/Amendments to RFQ

This RFQ has been distributed electronically using the Mass Tech Collaborative and the Comm-Buys websites. 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 Comm-Buys websites. It is the responsibility of Respondents to check the Mass Tech Collaborative and/or the Comm-Buys 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.

LIST OF ATTACHMENTS

- Attachment A Pole Data Form Excel attachment
- Attachment B Map of the proposed route of the aerial network
- Attachment C Spreadsheet listing route miles and estimated spans per town
- Attachment D1 Policy and Procedures Regarding Submission of "Sensitive Information"
- Attachment D2 Policy and Procedures for Holding Parties in Possession of "Sensitive Information"
- Attachment E1 Authorized Respondent's Signature and Acceptance Form
- Attachment E2 Response Cover Sheet
- Attachment F Officers Certificate
- Attachment G Master Agreement and Special Terms and Conditions for Pole Data Collection Services

ATTACHMENT A

Preliminary Pole

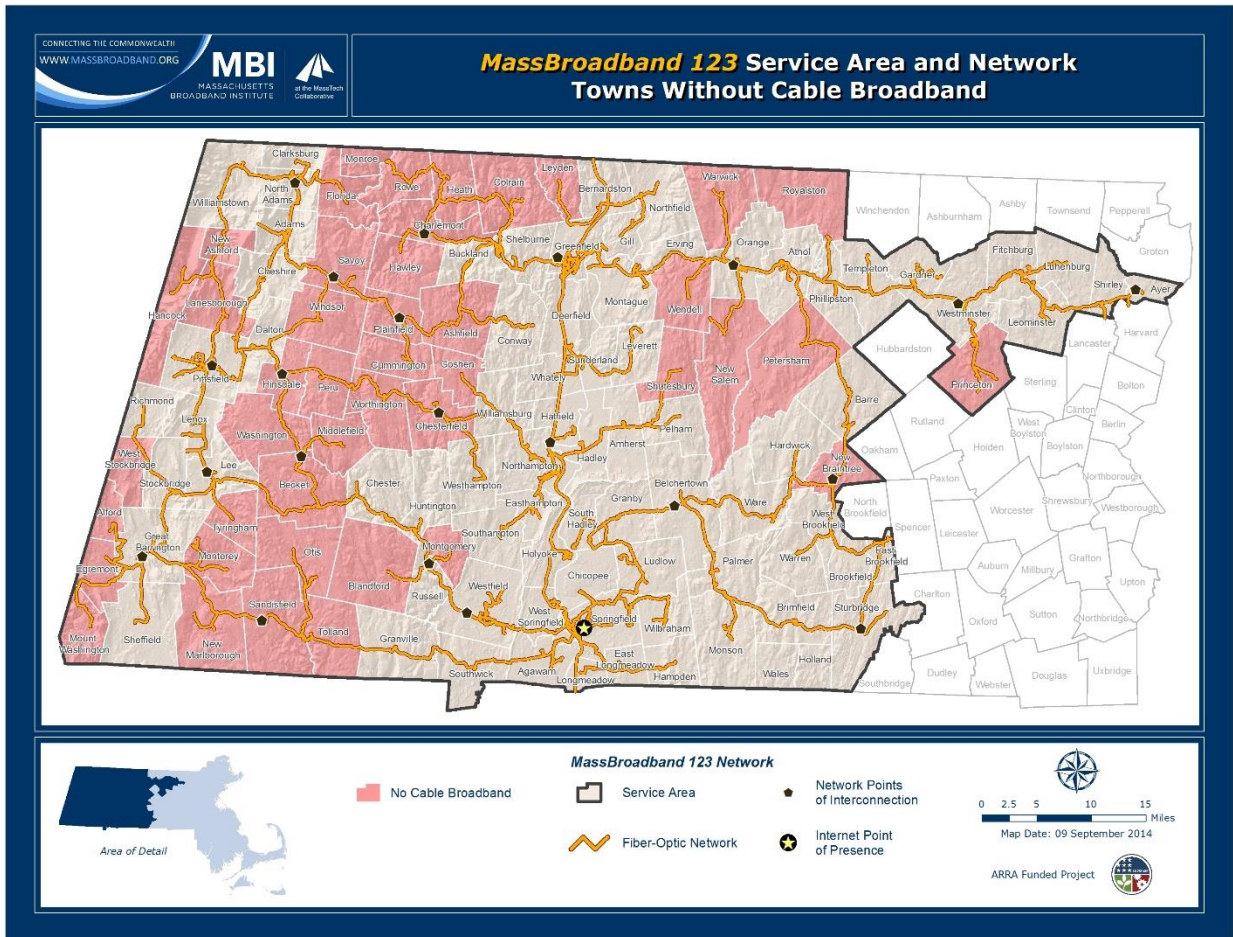
Data Form

This document is available as a separate MSEXCEL® workbook.

ATTACHMENT B

Map of the proposed route of the aerial network

MASSBROADBAND 123 NETWORK DETAILS & MAPS



ATTACHMENT C

Spreadsheet listing route miles and estimated spans per town

See next page

County	Municipality	Maintenance Responsibility	Power Distribution Provider (Service Area)	Route Miles for Existing Pole per town	Number of spans per town based on 150' spans
BERKSHIRE	ALFORD	NGRID	National Grid - MassElectric (Baystate West)	21	740
FRANKLIN	ASHFIELD	VZ	Eversource Energy (Northern Division)	77	2710
BERKSHIRE	BECKET	EVERSOURCE	Eversource Energy (Northern Division)	119	4190
HAMPDEN	BLANDFORD	SPLIT	Eversource Energy (Northern Division)	55	1936
FRANKLIN	CHARLEMONT	NGRID	National Grid - MassElectric (Baystate West)	52	1830
HAMPSHIRE	CHESTERFIELD	VZ	Eversource Energy (Northern Division)	47	1632
FRANKLIN	COLRAIN	SPLIT	Eversource Energy (Northern Division)	74	2570
HAMPSHIRE	CUMMINGTON	VZ	Eversource Energy (Northern Division)	49	1725
BERKSHIRE	EGREMONT	NGRID	National Grid - MassElectric (Baystate West)	47	1655
BERKSHIRE	FLORIDA	NGRID	National Grid - MassElectric (Baystate West)	36	1268
HAMPSHIRE	GOSHEN	SPLIT	National Grid - MassElectric (Baystate West)	35	1232
BERKSHIRE	HANCOCK	EVERSOURCE	<i>EVERSOURCE - Northern Division / National Grid - Baystate West</i>	30	1056
FRANKLIN	HAWLEY	VZ	National Grid - MassElectric (Baystate West)	28	985
FRANKLIN	HEATH	VZ	National Grid - MassElectric (Baystate West)	49	1725
BERKSHIRE	HINSDALE	EVERSOURCE	Eversource Energy (Northern Division)	46	1620
BERKSHIRE	LANESBOROUGH	EVERSOURCE	Eversource Energy (Northern Division)	61	2147
FRANKLIN	LEYDEN	VZ	Eversource Energy (Northern Division)	34	1196
HAMPSHIRE	MIDDLEFIELD	EVERSOURCE	Eversource Energy (Northern Division)	33	1162
FRANKLIN	MONROE	NGRID	National Grid - MassElectric (Baystate West)	13	458
BERKSHIRE	MONTEREY	NGRID	National Grid - MassElectric (Baystate West)	55	1936
HAMPDEN	MONTGOMERY	EVERSOURCE	Eversource Energy (Northern Division)	27	950
BERKSHIRE	MOUNT WASHINGTON	NGRID	National Grid - MassElectric (Baystate West)	19	670
BERKSHIRE	NEW ASHFORD	EVERSOURCE	Eversource Energy (Northern Division)	12	442
WORCESTER	NEW BRAINTREE	NGRID	National Grid - MassElectric (Baystate West)	49	1725
BERKSHIRE	NEW MARLBOROUGH	NGRID	National Grid - MassElectric (Baystate West)	88	3098
FRANKLIN	NEW SALEM	NGRID	National Grid - MassElectric (Baystate West)	37	1302
BERKSHIRE	OTIS	VZ	Eversource Energy (Northern Division)	80	2816
WORCESTER	PETERSHAM	NGRID	National Grid - MassElectric (Baystate West)	50	1760
BERKSHIRE	PERU	EVERSOURCE	Eversource Energy (Northern Division)	33	1162
HAMPSHIRE	PLAINFIELD	VZ	Eversource Energy (Northern Division)	41	1443
WORCESTER	PRINCETON	PRINCETON MUNICIPAL	Princeton Municipal Light Department	74	2605
FRANKLIN	ROWE	NGRID	National Grid - MassElectric (Baystate West)	29	1020
BERKSHIRE	ROYALSTON	VZ	National Grid - MassElectric (Baystate West)	62	2182
BERKSHIRE	SANDISFIELD	SPLIT	Eversource Energy (Northern Division)	70	2464
BERKSHIRE	SAVOY	EVERSOURCE	Eversource Energy (Northern Division)	34	1197
FRANKLIN	SHUTESBURY	SPLIT	National Grid - MassElectric (Baystate West)	37	1302
HAMPDEN	TOLLAND	EVERSOURCE	Eversource Energy (Northern Division)	38	1338
BERKSHIRE	TYRINGHAM	VZ	Eversource Energy (Northern Division)	22	775
BERKSHIRE	WASHINGTON	EVERSOURCE	Eversource Energy (Northern Division)	26	915
FRANKLIN	WARWICK	VZ	National Grid - MassElectric (Baystate West)	47	1655
FRANKLIN	WENDELL	VZ	National Grid - MassElectric (Baystate West)	43	1514
BERKSHIRE	WEST STOCKBRIDGE	NGRID	National Grid - MassElectric (Baystate West)	45	1585
BERKSHIRE	WINDSOR	EVERSOURCE	Eversource Energy (Northern Division)	55	1936
HAMPSHIRE	WORTHINGTON	VZ	Eversource Energy (Northern Division)	61	2147
			TOTALS	2040	71771

ATTACHMENT D-1

THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE POLICY AND PROCEDURES REGARDING SUBMISSION OF "SENSITIVE INFORMATION"

Massachusetts Technology Collaborative, the Innovation Institute, the Massachusetts Broadband Institute and the Massachusetts e-Health Institute (collectively referred to herein as "Mass Tech Collaborative") are subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the "Public Records Act"), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, "public records" include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by Mass Tech Collaborative. As a result, any information submitted to Mass Tech Collaborative by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the "Submitting Party") is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, "public records" do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including Mass Tech Collaborative's enabling act, M.G.L. Chapter 40J. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by Mass Tech Collaborative that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the "Trade Secrets Exemption").

IT IS MASS TECH COLLABORATIVE'S EXPECTATION AND BELIEF THAT THE OVERWHELMING PERCENTAGE OF DOCUMENTS IT RECEIVES FROM A SUBMITTING PARTY DOES NOT CONTAIN ANY INFORMATION THAT WOULD WARRANT AN ASSERTION BY MASS TECH COLLABORATIVE OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO MASS TECH COLLABORATIVE, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO MASS TECH COLLABORATIVE ARE SUBJECT TO PUBLIC DISCLOSURE WITHOUT ANY PRIOR NOTICE TO THE SUBMITTING PARTY AND WITHOUT RESORT TO ANY FORMAL PUBLIC RECORDS REQUEST.

In the event that a Submitting Party wishes to submit certain documents to Mass Tech Collaborative and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

1. At the time of the Submitting Party's initial submission of documents to Mass Tech Collaborative, the Submitting Party must provide a cover letter, addressed to Mass Tech Collaborative's General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents' disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party's responsibility and obligation to provide detailed explanations for each such document.
2. At the time of the Submitting Party's initial submission of documents to Mass Tech Collaborative, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as "Sensitive Information." It is the Submitting Party's responsibility and obligation to ensure that all such documents are sufficiently identified as "Sensitive Information", and Submitting Party's designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.

INFORMATION SUBMITTED TO MASS TECH COLLABORATIVE IN ANY FORM OTHER THAN A HARD COPY DOCUMENT WILL NOT BE SUBJECT TO THE PROCEDURES SET FORTH IN THIS POLICY. FOR EXAMPLE, INFORMATION SUBMITTED BY E-MAIL, FACSIMILE AND/OR VERBALLY WILL NOT BE SUBJECT TO THESE PROCEDURES AND MAY BE DISCLOSED AT ANY TIME WITHOUT NOTICE TO THE SUBMITTING PARTY.

3. Documents that are not accompanied by the written notification to Mass Tech Collaborative's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to Mass Tech Collaborative are presumptively subject to disclosure under the

Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.

4. At the time Mass Tech Collaborative receives documents from the Submitting Party, any such documents designated by Submitting Party as "Sensitive Information" shall be segregated and stored in a secure filing area when not being utilized by appropriate Mass Tech Collaborative staff. By submitting a grant application, request for response, or any other act that involves the submission of information to Mass Tech Collaborative, the Submitting Party certifies, acknowledges and agrees that (a) Mass Tech Collaborative's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by Mass Tech Collaborative that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act, and (b) Mass Tech Collaborative is not liable under any circumstances for the subsequent disclosure of any information submitted to Mass Tech Collaborative by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or Mass Tech Collaborative was negligent in disclosing such documents.
5. In the event that Mass Tech Collaborative receives an inquiry or request for information submitted by a Submitting Party, Mass Tech Collaborative shall produce all responsive information without notice to the Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as "Sensitive Information" in strict accordance with this Policy, the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as "Sensitive Information", and, if not already submitted, that a formal, written public records request must be submitted by the requesting party to Mass Tech Collaborative's General Counsel for a determination of whether the subject documents are exempt from disclosure.
6. Upon the General Counsel's receipt of a formal, written public records request for information that encompass documents previously designated by Submitting Party as "Sensitive Information", the Submitting Party shall be notified in writing of Mass Tech Collaborative's receipt of the public records request, and Mass Tech Collaborative may, but shall not be required to provide Submitting Party an opportunity to present Mass Tech Collaborative with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.
7. The General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.

THE GENERAL COUNSEL IS THE SOLE AUTHORITY WITHIN MASS TECH COLLABORATIVE FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF MASS TECH COLLABORATIVE OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "SENSITIVE INFORMATION" OR TO BIND MASS TECH COLLABORATIVE IN ANY MANNER CONCERNING MASS TECH COLLABORATIVE'S TREATMENT AND DISCLOSURE OF SUCH DOCUMENTS.

FURTHERMORE, THE POTENTIAL APPLICABILITY OF AN EXEMPTION TO THE DISCLOSURE OF DOCUMENTS DESIGNATED BY THE SUBMITTING PARTY AS "SENSITIVE INFORMATION" SHALL NOT REQUIRE MASS TECH COLLABORATIVE TO ASSERT SUCH AN EXEMPTION. MASS TECH COLLABORATIVE'S GENERAL COUNSEL RETAINS THE SOLE DISCRETION AND AUTHORITY TO ASSERT AN EXEMPTION, AND HE MAY DECLINE TO EXERT SUCH AN EXEMPTION IF, WITHIN HIS DISCRETION, THE PUBLIC INTEREST IS SERVED BY THE DISCLOSURE OF ANY DOCUMENTS SUBMITTED BY THE SUBMITTING PARTY.

8. Mass Tech Collaborative shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
9. In the event that Mass Tech Collaborative determines that the subject documents are exempt from disclosure, the requesting party may seek review of Mass Tech Collaborative's determination before the Supervisor of Public Records, and Mass Tech Collaborative shall notify the Submitting Party in writing in the event that the requesting party pursues a review of the Mass Tech Collaborative's determination.
10. In the event the requesting party pursues a review of Mass Tech Collaborative's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders the Mass Tech Collaborative to

disclose such documents to the requester, Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

11. In the event that Mass Tech Collaborative determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, Mass Tech Collaborative shall not assert an exemption, Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

THE SUBMITTING PARTY'S SUBMISSION OF DOCUMENTATION TO MASS TECH COLLABORATIVE SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED TO MASS TECH COLLABORATIVE BY SUBMITTING PARTY AT ANY TIME, INCLUDING BUT NOT LIMITED TO THE ACKNOWLEDGEMENTS SET FORTH HEREIN, AND THAT SUBMITTING PARTY SHALL BE BOUND BY THESE PROCEDURES.

All documents submitted by Submitting Party, whether designated as "Sensitive Information" or not, are not returnable to Submitting Party.

ATTACHMENT D-2

MASS TECH COLLABORATIVE POLICY AND PROCEDURES FOR HOLDING PARTIES IN POSSESSION OF SENSITIVE INFORMATION

From time to time, consultants, contractors, grantees, as well as other third parties interacting with Mass Tech Collaborative (collectively, the "Holding Party") may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding Mass Tech Collaborative, its activities, its employees and/or third parties, such as applicants, consultants, grantees, recipients or respondents under Mass Tech Collaborative programs, which information is not generally known by or disseminated to the public as a matter of course. Information of this nature is sometimes referred to in this Agreement as "Sensitive Information." Mass Tech Collaborative expects all Holding Parties to maintain the highest degree of professionalism, integrity and propriety with respect to Sensitive Information at all times. In addition, the Massachusetts Conflict of Interest Statute, M.G.L. Chapter 268A, prohibits current and former state employees (defined in the statute to include regular full-time and part-time employees, elected or appointed officials and independent contractors) from improperly disclosing certain categories of Sensitive Information or using it to further their personal interests, and the Massachusetts Fair Information Practices Act, M.G.L. Chapter 66A, contains numerous legal requirements aimed at protecting "personal data" from improper disclosure.

Mass Tech Collaborative's policy regarding a Holding Party's possession of Sensitive Information has two key elements:

1. Holding Parties should not request or accept any more Sensitive Information -- whether of a business or personal nature -- than is reasonably necessary under the circumstances; and
2. In the absence of a specific legal requirement compelling disclosure of Sensitive Information in a particular instance, all Holding Parties are expected to take appropriate measures to safeguard such information from improper use and disclosure.

Because the relevant legal requirements and the nature and scope of the information in question can create uncertainty, **HOLDING PARTIES ARE URGED TO CONFER WITH MASS TECH COLLABORATIVE'S GENERAL COUNSEL IF THEY HAVE ANY QUESTIONS ABOUT CONFIDENTIALITY, THE SCOPE OR PROPER TREATMENT OF SENSITIVE INFORMATION, OR MASS TECH COLLABORATIVE'S POLICIES OR PROCEDURES WITH RESPECT TO SUCH TOPICS.**

Holding Parties shall not substitute their own judgment for that of Mass Tech Collaborative's General Counsel in deciding whether particular information is innocuous data or Sensitive Information that should be handled with care, or the advisability or sufficiency of safeguards with respect to particular types of information.

FAILURE TO COMPLY WITH THE POLICIES AND PROCEDURES RELATING TO SENSITIVE INFORMATION AND MASS TECH COLLABORATIVE'S OBLIGATIONS PURSUANT TO THE PUBLIC RECORDS ACT AND OTHER LEGAL DISCLOSURE REQUIREMENTS CAN RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT, AND/OR POTENTIAL LEGAL LIABILITY.

IT SHOULD BE NOTED THAT THE OBLIGATIONS UNDER THESE POLICIES CONTINUE EVEN AFTER MASS TECH COLLABORATIVE'S RELATIONSHIP WITH A PARTICULAR APPLICANT, RECIPIENT OR OTHER THIRD PARTY ENDS OR THIS AGREEMENT TERMINATES.

In the absence of a specific legal requirement necessitating disclosure of particular information in a specific instance, Holding Parties are expected to protect Sensitive Information from improper use and disclosure at all times. The following are examples of the kinds of protective procedures that should be followed:

- **Limited Communication to Mass Tech Collaborative Personnel:** Sensitive Information should not be communicated to other the Mass Tech Collaborative employees or consultants, except to the extent that they need to know the information to fulfill their Mass Tech Collaborative mission-related responsibilities and their knowledge of the information is not likely to result in misuse or a conflict of interest.
- **Limited Communication to Non-Mass Tech Collaborative Personnel:** Sensitive Information should not be communicated to anyone outside Mass Tech Collaborative, including family members, except to the extent outside parties need to know the information in order to provide necessary services to Mass Tech Collaborative, its Holding Parties or as otherwise directed by the General Counsel to comply with legal requirements necessitating disclosure, such as proper requests under the Public Records Act.
- **Notification of Confidentiality:** When Sensitive Information is communicated to any person outside Mass Tech Collaborative, the individual receiving such information should be informed of its sensitive nature and the need to safeguard such information from improper use and disclosure. When Sensitive Information is communicated to parties inside Mass Tech Collaborative, the procedures set

forth in Attachment A-1 are applicable. Mass Tech Collaborative may require that Holding Parties execute a confidentiality agreement that has either been provided or approved by the General Counsel before Sensitive Information is disclosed to them.

- **Mass Tech Collaborative Use Only:** Sensitive Information should only be used for Mass Tech Collaborative purposes. Under no circumstances may a present or former Holding Party "trade on" such information or otherwise use it, directly or indirectly, for personal gain or for the benefit of any party other than the owner of such information.
- **Prevention of Eavesdropping, Unauthorized Viewing, etc.:** Sensitive matters should not be discussed in restaurants, on public transportation or in other public places or in locations, such as hallways, elevators and building lobbies, where unauthorized individuals could overhear the discussion. Similarly, Sensitive Information should not be exchanged or discussed via cordless or cellular phones or similar "non-secure" communication lines. Speaker phones can amplify conversations and should be used with care when discussing Sensitive Information. Common sense precautions should also be taken with respect to Sensitive Information in written form, such as stamping or marking such documents "CONFIDENTIAL" to flag them for special handling, limiting access to files to those with an Mass Tech Collaborative-related "need to know," locking documents that contain Sensitive Information in desk drawers or file cabinets when you are away from your desk, carefully limiting the circumstances in which (and exercising appropriate care when) such materials leave Mass Tech Collaborative's office, delivering sensitive materials to others in sealed envelopes, and limiting the addressees and "cc's" of letters, memoranda, emails and other communications containing Sensitive Information to those individuals who reasonably need to see such communications. Data stored on personal computers, and floppy disks, c/d roms and other electronic media containing Sensitive Information, should be properly secured to keep them from being accessed by unauthorized individuals. Documents containing Sensitive Information that are sent to printers should be picked up promptly.
- **Communications with the Public; Compulsory Legal Process:** All contacts with the media and all speeches or other oral or written public statements made on behalf of Mass Tech Collaborative, or concerning its activities, applicants or recipients, must be cleared in advance by Mass Tech Collaborative's Chief of Staff. In speeches and statements *not* made on behalf of Mass Tech Collaborative, proper care should be taken to avoid any implication that the Mass Tech Collaborative endorses the views expressed. All disclosure requests under the Public Records Act or in the form of requests for discovery, subpoenas, court or administrative orders or the like must also be referred to the General Counsel for appropriate handling.

QUESTIONS CONCERNING WHETHER A GIVEN TYPE OF INFORMATION OR DOCUMENT IN A HOLDING PARTY'S POSSESSION IS A "PUBLIC RECORD," AND THUS SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS ACT, OR IS COVERED BY AN AVAILABLE EXEMPTION, SHOULD BE DIRECTED TO MASS TECH COLLABORATIVE'S GENERAL COUNSEL. NO OTHER MASS TECH COLLABORATIVE EMPLOYEE IS AUTHORIZED TO MAKE SUCH ASSESSMENTS OR TO PROVIDE ANY GUIDANCE TO A HOLDING PARTY CONCERNING POTENTIAL DISCLOSURE OF ANY INFORMATION PROVIDED TO OR IN POSSESSION OF A HOLDING PARTY.

IN ADDITION, ALL COMMUNICATIONS SEEKING INSPECTION OR OTHER DISCLOSURE OF MATERIALS IN A HOLDING PARTY'S POSSESSION UNDER THE PUBLIC RECORDS ACT MUST BE REFERRED PROMPTLY TO THE GENERAL COUNSEL. SIMILARLY, ALL SUBPOENAS AND OTHER LEGAL PROCESS DOCUMENTS REQUESTING OR SEEKING TO COMPEL DISCLOSURE OF MATERIALS IN A HOLDING PARTY'S POSSESSION MUST BE DELIVERED OR PROMPTLY FORWARDED TO THE GENERAL COUNSEL UPON RECEIPT.

ATTACHMENT E1

MASSACHUSETTS TECHNOLOGY COLLABORATIVE AUTHORIZED RESPONDENT'S SIGNATURE AND ACCEPTANCE FORM

The undersigned is a duly authorized representative of the Respondent listed below. The Respondent has read and understands the RFQ requirements. The Respondent acknowledges that all of the terms and conditions of the RFQ are mandatory, and that Respondent's response is compliant with such requirements. The Respondent specifically acknowledges the application of the procedures regarding disclosure of sensitive information as set forth in Attachment D of the RFQ, and specifically agrees that it shall be bound by those procedures.

The Respondent understands that, if selected by the Mass Tech Collaborative, the Respondent and the Mass Tech Collaborative will execute written agreements specifying the mutual requirements of participation. The undersigned has either (*please check one*):

- specified exceptions and counterproposals to the terms and conditions of the Master Agreement;
- agrees to the terms and conditions set forth therein; or
- is already a signatory to the Master Agreement.

The undersigned acknowledges and agrees that the failure to submit exceptions and counterproposals with this response shall be deemed a waiver, and the Master Agreement shall not be subject to further negotiation.

I certify that Respondent is in compliance with all corporate filing requirements and State tax laws.

I further certify that the statements made in this response to the RFQ, including all attachments and exhibits, are true and correct to the best of my knowledge.

Respondent: _____
(Printed Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

ATTACHMENT E2
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.	

ATTACHMENT F
Officer's Certificate

1. Is your organization in compliance with of all its obligations under all bank lending and other credit (e.g., equipment leases) arrangements and has it been in compliance with these requirements during the past 12 months?
Yes No
2. During the past 5 years has your organization filed for bankruptcy or has any Principal (more than 5% stockholder or other type of ownership) or officer been an officer or Principal of another firm that filed for or been the subject of any bankruptcy or insolvency proceeding?
Yes No
3. Is your organization current in all of its obligations to federal, state and local taxing authorities?
Yes No
4. Is your organization a party in any litigation proceeding or threatened litigation which could result in a material adverse effect on the organization?
Yes No
5. Has your organization or any officer or Principal been convicted in any criminal proceeding (other than minor traffic and other non-felony offenses) during the past 5 years or currently the subject of any similar criminal proceeding?
Yes No
6. Is your organization involved in any material dispute with any federal, state or local regulatory authority or been involved in any such material dispute during the past five years?
Yes No
7. (a) Are your organization's financial statements audited? and,
Yes No
8. If so, have you received a "going concern" opinion from such audit firm during the past three years?
Yes No
9. Are more than 25% of your revenues derived from any single customer?
Yes No
10. Did your organization have positive net income in each of the two most recent fiscal years?
Yes No
11. Do your organization's tangible current assets (current assets less goodwill) exceed its current liabilities?"
Yes No

If you have answered 'Yes' to questions 2, 4, 5, 6, 7(b), or 8, please explain.
If you have answered 'No' to questions 1, 3, 7(a), 9, or 10, please explain.
Attach additional sheets if necessary.

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 _____, 201_.

By: _____
(Signature)

Name: _____
(Printed or Typed)

Title/Position: _____

ATTACHMENT G

MASSACHUSETTS TECHNOLOGY COLLABORATIVE

**75 NORTH DRIVE WESTBOROUGH,
MASSACHUSETTS 01581**

MASTER AGREEMENT FOR SERVICES

This MASTER AGREEMENT FOR SERVICES (as amended from time to time, the "Agreement") is made and entered into as of Insert Date (the "Effective Date") by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative, an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 75 North Drive, Westborough, Massachusetts, 01581, and Insert Firm Name., Insert legal status and jurisdiction (e.g., a Massachusetts corporation), with a "principal place of business" OR "residing" at (Insert Full Legal Address), ("Contractor").

Whereas, Mass Tech Collaborative desires to retain Contractor to render certain services to Mass Tech Collaborative and Contractor desires to be so retained by Mass Tech Collaborative and to perform the services specified herein, all in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the premises, mutual covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Certain Definitions:** The following capitalized terms have the following meanings for purposes of this Agreement:
 - a) "Agreement" means this Master Agreement for Services, including all work orders entered into hereunder and attached hereto and all other referenced attachments hereto and thereto, as the same may be amended from time to time in accordance with the terms of this Agreement.
 - b) "Applicable Third Party" means any Applicant, any Recipient, or any third party to which Mass Tech Collaborative is under an obligation to keep the information in question confidential or any Applicant, Contractor Grantee, Recipient or Respondent other than Mass Tech Collaborative who will directly benefit from the services provided hereunder.
 - c) "Applicant" means any Person who has sought funding or other financial support from, or has submitted one or more proposals for projects to, Mass Tech Collaborative in connection with any of Mass Tech Collaborative's programs or initiatives as in effect from time to time, including any former Applicant.
 - d) "Commonwealth" means the Commonwealth of Massachusetts (and its political subdivisions or agents where the context so requires).
 - e) "Contractor" means any Person providing the services contemplated hereunder.
 - f) "General Counsel" means Mass Tech Collaborative's General Counsel, or, in the event that no Person holds such title at the time in question, such other legal counsel to Mass Tech Collaborative as Mass Tech Collaborative's Executive Director may designate.
 - g) "Governmental Authority" means any national or federal government, any state or other political subdivision thereof, and any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.
 - h) "Grantee" means any Person who has received funding or any other type of support from Mass Tech Collaborative pursuant to any of Mass Tech Collaborative's programs or initiatives as in effect from time to time, including any former Grantees (also referred to herein as Recipient).
 - i) "Mass Tech Collaborative" means the Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative and any of its subsidiaries, subdivisions or affiliates, and the successors or assigns thereof.

- j) "Person" means any individual, partnership, corporation, limited liability company, joint venture, trust, unincorporated organization, Governmental Authority or any other entity.
- k) "Project Personnel" means, with respect to each project hereunder, the employees or other personnel of each party responsible for such project.
- l) "Public Records Act" means the Massachusetts Public Records Act, M.G.L. Chapter 66, and any successor thereto.
- m) "Recipient" means any Person who has received funding or any other type of support from Mass Tech Collaborative pursuant to any of Mass Tech Collaborative's programs or initiatives as in effect from time to time, including any former Recipients (also referred to herein as Grantee).
- n) "Respondent" means any Person who has submitted one or more proposals in response to a request for such proposals made by Mass Tech Collaborative, including any former Respondents.
- o) "Sensitive Information" means any confidential, proprietary or otherwise sensitive information concerning the organization, business, operations, financial condition, capitalization, finances, employees, activities, existing or prospective technology, plans or prospects of Mass Tech Collaborative or any Applicable Third Party. "Sensitive Information" includes, without limitation, Mass Tech Collaborative's or any Applicable Third Party's trade secrets or any commercial or financial information regarding the operation or the current or prospective competitive position of Mass Tech Collaborative or of any Applicable Third Party; internal policies and methods of doing business; databases and analytical models; personnel records; products, inventions, designs, know-how, techniques, methods, systems, processes, procedures, prototypes, chemicals, biologics, software programs, works of authorship and other developments; actual or prospective customers, contractors, suppliers, licensors, licensees, investors, strategic or financial partners, products or services; and business plans, projects, proposals and contractual arrangements (including the terms of this Agreement); in each case regardless of whether such Sensitive Information is in oral form or in the form of Written Materials.
- p) "Written Materials" means any and all documentary materials or data relating to any matter within the scope of the business or mission of Mass Tech Collaborative or concerning any of its dealings or affairs, or relating to any Applicable Third Parties under Mass Tech Collaborative's programs, regardless of the physical form or characteristics of such documentary materials or data. "Written Materials" include, without limitation, notes, memoranda, letters, reports, documents, files, lists, records, drawings, sketches, specifications, software programs, and other documentation and other materials of any nature and in any format, including data stored on computers, floppy disks c/d roms or other electronic media.

2. **Scope of Services:** Mass Tech Collaborative hereby retains Contractor to provide services to Mass Tech Collaborative during the term of this Agreement, and Contractor hereby accepts such engagement. Contractor represents itself as competent and qualified to accomplish the specific requirements of this Agreement to the satisfaction of Mass Tech Collaborative and in accordance with the terms and conditions of this Agreement and acknowledges that Mass Tech Collaborative is relying upon such representation in entering into this Agreement. This Agreement shall apply to all services provided from time to time by Contractor to Mass Tech Collaborative during the term specified in Section 4. Each service request shall be in writing and shall be attached to this Agreement as a separate work order, substantially in the form of Attachment A, specifying the start date and duration of the service request, the services to be performed, any deliverables to be furnished by Contractor and payment terms, and shall be signed by a duly authorized officer or employee of each of the parties. Each work order shall reference this Agreement and will be numbered sequentially. In the event of any conflict between the terms and conditions set forth in this Agreement and any provision(s) set forth in any work order or other attachment hereto, the terms of this Agreement shall control unless and until amended in accordance with Section 19 hereof.
3. **Payment:** Mass Tech Collaborative shall compensate Contractor as set forth in the attached work order(s). Payments hereunder will generally be made by Mass Tech Collaborative within forty-five

(45) days following receipt of a reasonably detailed invoice from Contractor evidencing that payment is due hereunder. Contractor's invoices will include such information as is set forth on the relevant work order or as otherwise requested by Mass Tech Collaborative.

4. **Term of the Agreement:** This Agreement shall take effect as of the Effective Date set forth in the first paragraph of this Agreement, and shall remain in effect until December 31, 2017, or until Contractor has completed all services specified in the attached work order(s), whichever is later, unless terminated sooner under the provisions of Section 8.
5. **Project Personnel:** The relevant Project Personnel shall be set forth on the applicable work order. Unless otherwise agreed by the parties, each party will use all reasonable efforts to maintain the same personnel on its project team unless replacement is necessitated by the resignation, extended illness, incapacity or death of specific Project Personnel. Either party may request the removal or replacement of any individual(s) from the other party's project team but shall not do so on frivolous or vexatious grounds. Such a request shall include the reasons for the requested change. If such a request is based on reasonable grounds then each party shall use all reasonable efforts to replace the relevant individual promptly.
6. **Timely Performance:** Contractor acknowledges that expeditious completion of Contractor's services and the expeditious delivery of related deliverables is of the utmost importance to Mass Tech Collaborative.
7. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and shall be sent either (i) by facsimile or telecopier, (ii) by courier, or (iii) by first class mail, postage, prepaid, addressed to the Project Personnel listed in the applicable work order at the addresses of such Persons indicated in the first paragraph of this Agreement (or to such other address as a party may provide by notice to the party pursuant to this Section 7), and shall be effective (i) if dispatched by facsimile or telecopier and delivery is electronically confirmed by said media, the day such electronic confirmation is received, (ii) if sent by courier, one business day after dispatch, (iii) if sent by first class mail, five business days after its date of posting. A copy of each notice required to be sent pursuant to this Agreement shall also be sent to the General Counsel.
8. **Termination or Suspension:**
 - a) **Procedures:** This Agreement will terminate on the date specified in Section 4, unless amended in accordance with Section 19 to extend the term hereof, or unless earlier terminated or suspended as provided in this Section 8(a).
 - i) **Immediate Termination or Suspension - Bankruptcy, Fraud or Material Breach:** This Agreement shall terminate automatically, without further action by either party, in the event of a bankruptcy, receivership or insolvency filing by or against Contractor or the commission by either party of any action constituting fraud on the part of such party in its dealings with the other party or with the Commonwealth. This Agreement shall terminate (or, at the election of the notifying party, the provisions of Section 2 and/or 3 and the related provisions of any work orders shall be suspended) immediately upon receipt by a party of written notice of termination (or suspension) from the other party in the event of such party's material breach of the provisions of this Agreement. The notice shall identify the relevant Section(s) of this Agreement breached by the other party and the nature of such breach. If a party notified of suspension hereunder cures the breach referenced in the notice to the reasonable satisfaction of the notifying party within fourteen (14) days (or such greater or lesser number of days as is specified by the notifying party in said notice) of receipt of such notice, this Agreement shall automatically be reinstated and shall be in full force and effect as if the notice had not been issued; if not, this Agreement shall thereupon automatically terminate, without further action by either party, on such date.
 - ii) **Cure Period for Breach of Contract:** In the event Contractor breaches any of its representations, warranties or covenants or any other provision of this Agreement, Mass Tech Collaborative may, at its option and in lieu of or after declaring this Agreement immediately suspended or terminated under the immediately preceding clause, provide Contractor with written notice of the opportunity to cure such breach. If Contractor cures the particular breach within fifteen (15) days (or

such greater or lesser number of days as is specified by Mass Tech Collaborative in said notice) of the receipt by Contractor of such notice, this Agreement shall continue in full force and effect as if the notice had not been issued. If Contractor fails to cure such breach within such cure period, this Agreement shall thereupon automatically terminate.

- iii) *Termination Without Cause:* Mass Tech Collaborative may terminate the Agreement without cause at any time upon provision of written notice to Contractor at least seven (7) calendar days before the effective date of such termination.
 - iv) *Change of Law:* Mass Tech Collaborative may terminate this Agreement at any time upon provision of written notice to Contractor in the event of the loss of availability of sufficient funding for the purposes of this Agreement, or in the event of an unforeseen public emergency or change of law mandating action by Mass Tech Collaborative which is inconsistent with performing its obligations under this Agreement or rendering further performance by Mass Tech Collaborative of its obligations hereunder impracticable or impossible.
- b) Obligations in Event of Termination; Survival: Upon termination of this Agreement, the parties shall have the following obligations:
- i) *Deliverables:* Contractor shall deliver to Mass Tech Collaborative all written and tangible work product identified as deliverables in the applicable work order(s) for which services have been performed and payment has been made, and all other property of Mass Tech Collaborative or any Applicable Third Parties, and all copies thereof in the direct or indirect possession or control of Contractor, up to and including the date of termination.
 - ii) *Payment:* Contractor shall be paid for all requested and authorized services and deliverables described in the applicable work order(s) and performed up to and including the date of termination.
 - iii) Sections 7 and Sections 9 through 23 of this Agreement shall survive termination of this Agreement.

9. **Contractor's Representations, Warranties and Certifications:** As of the date of this Agreement, and as of each date on which a work order is entered into by the parties, Contractor hereby represents, warrants and certifies under the pains and penalties of perjury as follows:

- a) Contractor is duly authorized to enter into this Agreement (including all work orders hereunder), and the execution, delivery and performance of this Agreement will not conflict with any other agreement or instrument to which it is a party or by which it is bound and will not violate any law, regulation, order or other legal requirement by which Contractor or any of its assets is bound.
- b) Contractor and all Project Personnel of Contractor are fully capable and qualified to perform the described service(s) and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform such obligations.
- c) Contractor and its Project Personnel are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and other Governmental Authorities applicable to or implicated by the subject matter of this Agreement, including, without limitation, the statutes referenced in Sections 9(d), 9(e), 14, 16 and 17.
- d) Contractor and its employees are independent contractors of Mass Tech Collaborative, and not employees, partners or joint-venturers of Mass Tech Collaborative. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature, including social security and other social welfare taxes or contributions, which may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to

contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to Worker's Compensation, M.G.L. c.152.

- e) Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and M.G.L. c.151B.
- f) The Contractor represents and warrants that all personnel supplied under this Agreement are eligible to work in the United States at the time of execution of this Agreement and that Contractor has a continuing obligation to ensure such status for the duration of the Agreement.

10. **Indemnification and Insurance:**

- a) To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, Mass Tech Collaborative, and each of their respective agents, officers, directors and employees (together with the Commonwealth and Mass Tech Collaborative, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Contractor under this Agreement, or (ii) any negligent acts or omissions or reckless or intentional misconduct of Contractor or any of Contractor's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, Contractor shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees or subcontractors.
- b) Contractor shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for its activities under this Agreement, including, but not limited to, comprehensive general liability insurance (bodily injury and property damage) and professional liability insurance. At Mass Tech Collaborative's request, Contractor will provide Mass Tech Collaborative with copies of the certificates of insurance evidencing such coverage.

11. **Ownership of Intellectual Property:**

a) Definitions:

Custom Work Product: The term "Custom Work Product" shall mean all work items newly created by Contractor expressly on behalf of Mass Tech Collaborative under this Agreement. Custom Work Product does not include any Contractor Property.

Deliverables: The term "Deliverables" shall mean deliverables as defined in a mutually agreed Scope of Work. Deliverables may contain Custom Work Product, Contractor Property or both.

Contractor Property: The term "Contractor Property" shall mean all pre-existing material, including, but not limited to, any products, software, materials and methodologies proprietary to Contractor or provided by Contractor and any trade secrets, know-how, methodologies and processes related to Contractor's products or services, all of which shall remain the sole and exclusive property of Contractor.

- b) License Grant: Subject to the terms of this Agreement, Contractor grants to Mass Tech Collaborative a royalty free, non-exclusive, non-transferable, perpetual license to use the Contractor Property contained in the Deliverables provided hereunder for purposes of this Agreement.

- c) **Ownership:** Custom Work Product provided by Contractor pursuant to this Agreement shall be done on a "work made for hire" basis under the Copyright Act. To the extent any such Custom Work Product shall not be deemed "work for hire" under any applicable law, Contractor hereby assigns, transfers and conveys to Mass Tech Collaborative any and all right, title and interest it may have in and to such Custom Work Product.
12. **Nonsolicitation and Noninterference:** During the term of this Agreement and for a period of one year after the termination, Contractor shall not, directly or indirectly, either for itself or on behalf of or through any other Person:
- a) recruit, solicit, entice or persuade (or attempt to recruit, solicit, entice or persuade) any Person who is (or at any time during the year prior to termination of this Agreement was) an employee, consultant, contractor, contractor or supplier of Mass Tech Collaborative to leave the services of Mass Tech Collaborative for any reason;
 - b) hire (or attempt to hire) any Person who is (or at any time during the year prior to termination of this Agreement was) an employee of Mass Tech Collaborative;
 - c) interfere with (or attempt to interfere with) Mass Tech Collaborative's relations or arrangements with any Person who is (or at any time during the year prior to the termination of this Agreement was) an employee, or a consultant, Applicant, Contractor, Grantee Recipient, Respondent, customer, contractor, supplier or contractor of Mass Tech Collaborative.
13. **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 or (2) any Person engaged by the Mass Tech Collaborative to provide design and engineering services for the project, 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.
14. **Conflicts of Interest:** Contractor acknowledges the application of the Massachusetts Conflict of Interest Law (M.G.L. c.268A) to the subject matter of this Agreement and that Contractor's personnel, and Contractor's subcontractor's personnel, if any, may be considered "state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Massachusetts Conflict of Interest Law. Contractor further agrees to provide Mass Tech Collaborative with the information listed in Attachment C hereto and to disclose all financial interests in the subject matter of this Agreement held by either Contractor or Contractor's other clients. Contractor and its subcontractors, if any, shall not take any action which it knows or has a reasonable basis to believe would cause any officer or employee of Mass Tech Collaborative to participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, or association in which (s)he is directly or indirectly interested or to have any interest, direct or indirect, in this Agreement or the proceeds thereof.
15. **Record Keeping, Audit, and Inspection of Records:** Contractor shall maintain books, records and other compilations of data pertaining to its activities under this Agreement to the extent and in such detail as shall properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of not less than seven (7) years or for such longer period as is specified by Mass Tech Collaborative (the "Retention Period"). The Retention Period starts on the first day after final payment under this Agreement is made. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. Mass Tech Collaborative, the Commonwealth and their respective duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying

of records. If such audit reveals that any portion of the fees was utilized for purposes not permitted under this Agreement, then Contractor shall refund to Mass Tech Collaborative the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.

16. Confidentiality; Publicity:

- a) Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the services hereunder in accordance with Contractor's reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c.66A implicated by the subject matter of this Agreement.
- b) Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees and subcontractors to comply with, the provisions of this Section 16 and Mass Tech Collaborative's written policies concerning confidentiality, as set forth in Attachments C-1 and C-2 hereto and as communicated by Mass Tech Collaborative's Executive Director or General Counsel to Contractor from time to time. Contractor acknowledges that during the term of this Agreement it may receive, have access to or create Sensitive Information which is not generally known by the public, nor as a matter of course disseminated by Mass Tech Collaborative, published on Mass Tech Collaborative's website or disclosed by Mass Tech Collaborative pursuant to the requirements of any Governmental Authority. Contractor agrees, for itself and for its agents, officers, directors, employees and subcontractors, as follows:
 - i. not at any time, whether during or after the termination of this Agreement, to divulge, disclose or reveal to any Person any such Sensitive Information, whether or not such information is produced by Contractor's own efforts, except (A) as specifically required in connection with the fulfillment of Contractor's obligations hereunder, or (B) as otherwise directed by the General Counsel in connection with a disclosure request under the Public Records Act, a request for discovery, subpoena, court or administrative order or other compulsory legal process, disclosure requirement or request relating to such Sensitive Information;
 - ii. not at any time, whether during or after the termination of this Agreement, use any Sensitive Information for Contractor's direct or indirect financial or other benefit or for the benefit of any Person related to or affiliated with Contractor or with whom Contractor is now or hereafter associated, other than Mass Tech Collaborative, nor will Contractor use or attempt to use any Sensitive Information in any manner which could reasonably be expected to injure or cause loss, whether directly or indirectly, to Mass Tech Collaborative or any Applicable Third Party;
 - iii. in the event that Contractor (or any of its agents, officers, directors employees or subcontractors) is questioned about Sensitive Information by anyone who is not known by Contractor to be authorized to receive or have access to such Sensitive Information, or is asked to provide Sensitive Information to any such Person, Contractor agrees to promptly notify the General Counsel and respond to the inquirer in accordance with the General Counsel's instructions; and
 - iv. not at any time, whether during or after the termination of this Agreement, reproduce any Written Materials containing Sensitive Information except to the extent necessary to perform Contractor's obligations under this Agreement, nor make or use (or permit its employees or agents to use) any Written Materials other than in connection with the performance of Contractors' obligations under this Agreement and for the benefit of Mass Tech Collaborative, it being understood and agreed that all Written Materials are, shall be and shall remain the sole and exclusive property of Mass Tech Collaborative, and immediately upon the termination of the Agreement for any reason, Contractor shall deliver all copies of Mass Tech Collaborative's Written Materials and all other property of Mass Tech Collaborative in its direct or indirect possession or control to Mass Tech Collaborative, at its main office. In addition Contractor shall, upon the termination of the Agreement, delete

all Written Materials and Sensitive Information, held by Contractor as data stored on computers, floppy disks c/d roms or other electronic media.

- c) Contractor shall collaborate with Mass Tech Collaborative's Communications Director to prepare any public statement or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which Mass Tech Collaborative is concerned or discussed.
- d) Contractor's obligations under Section 16(b) shall not apply to any information that Contractor can demonstrate, through written records (i) is or has become available to the public (including, without limitation, any information filed with any Governmental Authority and available to the public) other than as the result of unauthorized disclosure by Contractor or any of its agents, officers, directors, employees or subcontractors in breach hereof, (ii) was known by Contractor prior to or other than through disclosure of such information by Mass Tech Collaborative to Contractor (including disclosure to Contractor while previously serving as an employee of or consultant to Mass Tech Collaborative) and was learned or ascertained by Contractor from Persons who are not associated or connected with this Agreement and who rightfully possessed such information and were not themselves in a confidential relationship with Mass Tech Collaborative, any Applicable Third Party or Contractor with respect to such information, (iii) Contractor is compelled to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, or any other compulsory administrative or legal process, provided that Contractor provides prior written notice of such disclosure to the General Counsel, (iv) is disclosed by Contractor in connection with any judicial or other proceeding involving Contractor and Mass Tech Collaborative relating to this Agreement or (v) is disclosed with the written consent of the General Counsel.

17. **Public Records:**

- a) *General Statement.* As a public entity, Mass Tech Collaborative is subject to the Massachusetts Public Records Law (M.G.L. c.66 and 66A) and thus certain documents and other materials made or received by Mass Tech Collaborative are subject to public disclosure unless they are specifically exempted. Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees and subcontractors to comply with, Mass Tech Collaborative's written policies concerning the Public Records Law and other legal disclosure requirements, as set forth in Attachments C-1 and C-2 hereto and as communicated by Mass Tech Collaborative's Executive Director or General Counsel to Contractor from time to time. Mass Tech Collaborative's policies shall not be construed as a contractual undertaking of any kind, and Contractor specifically acknowledges that it bears the risk that any material submitted by Contractor to Mass Tech Collaborative pursuant to this Agreement may be deemed not to qualify for a public records exemption.
- b) *Treatment of Sensitive Information.* By signing this Agreement, Contractor acknowledges, understands and agrees that the procedures set forth in Attachments C-1 and C-2 are applicable to any documents submitted by Contractor to Mass Tech Collaborative and/or to Contractor by Mass Tech Collaborative, including but not limited to any acknowledgements set forth therein, and that Contractor shall be bound by these procedures.

18. **Choice of Law and Forum; Equitable Relief:** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to the conflict of laws principles thereof. All legal actions arising out of or relating to this Agreement shall be commenced and maintained in a state or federal court sitting in the Commonwealth. By execution and delivery of this Agreement, each of the parties accepts for such party, generally, exclusively and unconditionally, the jurisdiction of said courts. This Section 18 shall not be construed to limit any other legal rights of the parties. Contractor acknowledges and agrees that any breach or threatened breach of this Agreement by Contractor will result in substantial, continuing and irreparable damage to Mass Tech Collaborative. Therefore, in addition to any other remedy that may be available to Mass Tech Collaborative, Mass Tech Collaborative will be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach by Contractor of the terms of this Agreement.

19. **Amendments and Waivers:** Mass Tech Collaborative may amend Attachment B and Attachment C (without any action by Contractor) to reflect changes in law or Mass Tech Collaborative policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 7. Except as provided in
- the immediately preceding sentence, no amendment to or modification of this Agreement (including any work order), and no waiver of any provision hereof, shall be effective unless the same shall be in writing and shall be signed by each of the parties hereto. Any waiver by Mass Tech Collaborative of
- a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.
20. **Severability:** Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.
21. **Binding Effect; Benefit; Entire Agreement and Attachments:** This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the parties hereto, and no Person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with Mass Tech Collaborative, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules and attachments thereto) are hereby incorporated into this Agreement by reference:
- a) Attachment A –Form of Work Order, and all work orders entered into in accordance with the terms of this Agreement and attached hereto.
 - b) Attachment B-1 – Mass Tech Collaborative's Policy and Procedures Regarding Submission of Sensitive Information
 - c) Attachment B-2 -- Mass Tech Collaborative Policy and Procedures for Holding Parties in Possession of Sensitive Information
 - d) Attachment C – Consultant/Contractor Mandatory Disclosure Form
22. **Headings:** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

23. **Counterparts:** This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a document under seal as of the Effective Date set forth in the first paragraph hereof.

**The Massachusetts Technology Park Corporation
d/b/a Massachusetts Technology Collaborative**

Insert Contractor's full legal name

By: _____

By: _____

Name: Mitchell Adams

Name: _____

Title: Executive Director

Title: _____

Federal Tax ID No.: _____

ATTACHMENT A

Form of Work Order

This Work Order is subject to the terms and conditions of the Agreement for Services (as amended from time to time, the "Agreement") dated _____ between Massachusetts Technology Collaborative and _____. Capitalized terms used and not otherwise defined in this Work Order shall have the meanings ascribed to such terms in the Agreement. In the event of any conflict between this Work Order and the Agreement, the Agreement shall govern.

Whereas, on March 25, 2010, Mass Tech Collaborative, on behalf of the Massachusetts Broadband Institute ("MBI"), applied for an award of funding from the U.S. Department of Commerce ("DOC") under the American Recovery and Reinvestment Act for broadband planning and mapping activities as described in Mass Tech Collaborative's application (as revised, the "ARRA Application");

Whereas, on July 1, 2010, DOC awarded Mass Tech Collaborative Forty-Five Million Four Hundred Forty-Five Thousand Four Hundred Forty-Four Dollars (\$45,445,444) (Award No. NT10BIX5570070; CDFA No. 11.557) (the "ARRA Award") to support the *MassBroadband 123 Project* (the "Project");

Whereas, MBI wishes to retain the services of Contractor to assist MBI with the completion of the *MassBroadband 123 Project*, as more fully set forth herein, which procurement of services is subject to Special Terms and Conditions set forth in Attachment 1; and

Whereas Mass Tech Collaborative's Board of Directors OR Executive Director has authorized the procurement of Services and Deliverables to be provided by Contractor hereunder on _____, 20__.

Now therefore, pursuant to the terms and conditions of the Agreement and this Work Order, Mass Tech Collaborative and Contractor agree as follows:

1. **Services:** Contractor will perform the following services related to ***[Insert brief description of services/project]***, as more fully set forth in Attachment 2 hereto (the "Services").
2. **Location:** Contractor will provide the Services at Contractor's premises or such other premises as Mass Tech Collaborative and Contractor may deem appropriate.
3. **Deliverable(s):** Contractor will provide the following deliverables: ***[Insert brief description of the deliverables and any specifications they should meet]***, as more fully set forth in Attachment 2 hereto (the "Deliverables").
4. **Term of Work Order:** This Work Order will become effective as of _____. Unless otherwise expressly agreed by Mass Tech Collaborative in writing, Contractor shall complete the Services and provide the Deliverables described above on or before _____.
5. **Payment Schedule/Milestone Schedule:**
 - a) ***[Insert either:*** Contractor will be paid for the Services and Deliverables on a time and materials basis at Contractor's now-current rates as set forth in Attachment 2, plus reasonable out-of-pocket expenses related to performance of Contractor's obligations hereunder, as follows: **-OR-** In consideration of Contractor's delivery of the Services and Deliverables, Mass Tech Collaborative shall pay Contractor a fixed fee equal to \$_____, plus reasonable out-of-pocket expenses related to performance of Contractor's obligations hereunder, for the Services and the Deliverables.**]** Notwithstanding the foregoing, Mass Tech Collaborative and Contractor agree that the total fees for the services provided by Contractor shall not exceed \$_____.

_____, including expenses. The fee amounts shall be the sole and complete compensation for services performed by Contractor under this Work Order, including contingencies, direct and indirect expenses except as provided above, return and profit.

- b) ***[Insert payment or milestone schedule, e.g., Unless otherwise agreed in writing by Contractor and Mass Tech Collaborative, Contractor shall perform the services in accordance with the following schedule:]***

Completion Date	Task

- c) Contractor shall invoice Mass Tech Collaborative no more frequently than monthly nor less frequently than quarterly. Payments hereunder will be made by Mass Tech Collaborative within forty-five (45) days following receipt of reasonably detailed invoices from Contractor. Contractor's invoice shall be in a format consistent with the tasks set forth in Attachment 2. Invoices shall provide reasonable documentation to provide evidence of costs incurred, including:
- i. Staff charges: for each employee, the name, title, number of hours worked and hourly rate; and
 - ii. Direct charges: all direct costs shall be itemized on the invoice and supported by documentation such as contractor invoices, travel vouchers, expense receipts or other documentation as requested by Mass Tech Collaborative.

6. Project Personnel:

For Contractor:
For Mass Tech
Collaborative:

7. Contractor hereby represents and warrants that, as of the date of this Work Order, all of the representations, warranties and certifications of Contractor set forth in the Agreement are true and correct and Contractor is in compliance with all of Contractor's obligations under the Agreement and each other Work Order between Mass Tech Collaborative and Contractor.

**Massachusetts Technology Park Corporation
d/b/a Massachusetts Technology Collaborative**

[Insert Contractor's Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1
Special Terms and Conditions for
Field Data Collection Services Contracts for *Last Mile* Project

If this Attachment is attached to a Work Order issued under a Master Agreement between Mass Tech Collaborative and the Contractor, it shall be deemed an Amendment to such Master Agreement and the signatures of the parties on such Work Order shall be signatures to this Attachment; in the event of a conflict between this Amendment and the Agreement, this Amendment shall govern.

1. All work to which this Attachment applies shall be performed in accordance with the applicable laws, codes and regulations of the Commonwealth of Massachusetts ("Commonwealth") and with the applicable by-laws, ordinances and regulations of any Town in which Work of the Project is to be performed.

2. The Contractor, its subcontractors and consultants, and all Project Vendors shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and Mass. G.L. ch. 151B.

3. The Contractor, its subcontractors and consultants are encouraged to hire and/or engage firms certified as minority or women owned business by SOMWBA when possible and feasible, and shall provide such information regarding such hiring and utilization as Mass Tech Collaborative may reasonably request.

4. Referral of False Claims to the Inspector General of Massachusetts.

The Contractor and all of its subcontractors shall promptly refer to the Inspector General of Massachusetts any credible evidence that a Principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the Massachusetts False claims law or has committed a criminal or civil violation of laws pertaining to waste, fraud or abuse of the assets of Mass Tech Collaborative, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Referrals can be made online at <http://www.mass.gov/ig/about-us/contact-the-office.html>.

6. Dispute Resolution

If a dispute arises between the parties related to this Agreement, the parties agree to use the following procedures to resolve the dispute:

- a) Negotiation. A meeting shall be held between representatives of the parties with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; such meeting shall be held within fourteen calendar days of a party's written request for such a meeting;
- b) Mediation. If the parties fail to negotiate a resolution of the dispute, they shall submit the dispute to mediation as a condition precedent to litigation and shall bear equally the costs of the mediation. The parties shall jointly appoint a mutually acceptable mediator; they shall seek assistance from an independent third party in such appointment if they have been unable to agree upon such appointment within 30 days of the meeting just noted in Section (a) above;
- c) Arbitration. If the parties fail to resolve the dispute through mediation, or are unable to convene mediation within 60 days of first attempting to do so, then, at Mass Tech Collaborative's sole election, Mass Tech Collaborative may file a demand for arbitration by the American Arbitration Association in its office serving Boston, Massachusetts, in accordance with the rules for Construction Industry Arbitration Rules in effect on the date of the Agreement providing the most expedited procedures available. Except to the extent Mass Tech Collaborative elects arbitration as the method of dispute resolution for a given dispute, all disputes shall be resolved by litigation in a

court serving Middlesex County, Massachusetts, except that, if suit is filed in state court and is not removed to federal court, the parties shall use all reasonable efforts to obtain acceptance of such law suit in the Business Law Session of the Massachusetts Superior Courts.

- i. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.
 - ii. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.
 - iii. All arbitration hearings shall take place in Boston, Massachusetts, except to the extent required to be conducted in another jurisdiction in order to obtain evidence that cannot be obtained in Massachusetts.
 - iv. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
 - v. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
 - vi. Consolidation Or Joinder Mass Tech Collaborative, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
 - vii. Mass Tech Collaborative, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- d) Venue: Any suit by either party arising under this Agreement shall be brought only in a court of competent jurisdiction a court serving Suffolk County, Massachusetts, and, if in state court, the parties shall endeavor to obtain assignment to the Business Litigation Session of the Suffolk Superior Court. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.
- e) This provision on dispute resolution provisions shall survive termination of this Agreement.

7. Safety

- a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. The Contractor shall furnish, upon Mass Tech Collaborative's request, a copy of a Safety, Loss Prevention and Security Plan to Mass Tech Collaborative within five (5) calendar days following execution of the Agreement and shall comply with its Plan and all safety laws, codes, regulations and order of any governmental authorities having jurisdiction of any part of the Project Site. The Contractor and its Subcontractors shall provide barriers, barricades, fences, flagmen, fire prevention and other measures and all other safeguards necessary for the protection of health and safety of the route of the Project, and any materials, supplies and equipment, whether on or off the route of the Project and whether installed or not, adjacent properties and all Contractor personnel and other persons, and other non-Contractor materials, equipment and supplies on or immediately adjacent to the route of the Project.
- b) The Contractor shall exercise reasonable care to avoid damaging the facilities of Mass Tech Collaborative attached to Utility Poles or of any facilities of any Pole Owner, and shall make an immediate report to Mass Tech Collaborative of the occurrence of any such damage caused by the Contractor's employees, agents or subcontractors.

- c) Contractor shall exercise reasonable care to avoid damaging the facilities of Licensor and of others attached to Licensor's Utility Poles, and shall make an immediate report of damage caused by Contractor to the owner of facilities so damaged.

8. *Indemnification*

The Contractor shall indemnify, protect and save harmless Mass Tech Collaborative and all Pole Owners (collectively the "Indemnitees" and each an "Indemnitee") from and against any and all claims, demands, causes of actions and costs, including reasonable attorneys' fees, for damages to the property of the Indemnitees and other persons and injury or death to the Contractor's or any other person's employees or other persons, including but not limited to, payments under any Workers Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the negligence or intentional misconduct of the Contractor as it relates to the services provided by the Contractor under this Agreement or by any act or omission of the Contractor's employees, agents or contractors on or in the vicinity of any Utility Poles or premises. The foregoing indemnity, hold harmless and defense provisions shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of the Indemnitee seeking to enforce these provisions. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct or joint fault of Contractor and one or more Indemnitees, their agents, employees or contractors, but in such case the amount of the claim for which each party is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the respective party.

9. *Insurance*

- a) The Contractor shall obtain and maintain at its sole expense all insurance required by law and as may be required by Mass Tech Collaborative under the terms of this Agreement. The insurance required hereunder shall be provided at the sole expense of the Contractor or its Subcontractor, as the case may be, and shall be in full force and effect for the full term of this Agreement between Mass Tech Collaborative and the Contractor or for such longer period as otherwise required under this Agreement.
- b) All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to Mass Tech Collaborative. Mass Tech Collaborative and each Pole Owner shall be added as additional insureds on a primary, non-contributory basis on all policies except for Workers' Compensation and Professional Errors and Omissions and shall provide Mass Tech Collaborative evidence of such status on an ISO form acceptable to Mass Tech Collaborative.
- c) The Contractor and its Subcontractors shall submit to Mass Tech Collaborative original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Agreement. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Contractor shall submit updated certificates to Mass Tech Collaborative prior to the expiration of any of the policies referenced in the certificates so that Mass Tech Collaborative shall at all times possess certificates indicating current coverage. Failure by the Contractor to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Agreement and shall be just cause for termination of the services of the Contractor under this Agreement.
- d) Termination, cancellation, or material modification of any insurance required by this Agreement, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to

Mass Tech Collaborative at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

- e) The Contractor shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Subcontractor hired in connection with the services to be provided under this Agreement shall obtain and maintain all insurance required by law and as may be required by Mass Tech Collaborative under the terms of this Agreement.

- f) The Contractor or any of its Subcontractors, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Agreement. Mass Tech Collaborative shall not be responsible for the payment of deductibles, self-insured retentions or any portion thereof.
- g) Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers. The Contractor shall purchase and maintain at its own expense during the life of this Agreement, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:
- i. Workers' Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer's rights of subrogation against Mass Tech Collaborative.
 - ii. Commercial General Liability Insurance (including Premises/Operations; Products/ Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate, with \$5,000,000 aggregate umbrella/excess liability coverage. The Contractor shall maintain such insurance in full force and effect for a minimum period of one year after final payment of amounts earned under this Agreement and shall continue to provide evidence of such coverage to Mass Tech Collaborative. Mass Tech Collaborative shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against Mass Tech Collaborative.
 - iii. Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:
 - a. \$ 1,000,000 Each Person for Bodily Injury;
 - b. \$ 1,000,000 Each Accident for Bodily Injury; and
 - c. \$ 1,000,000 Each Accident for Property Damage.
 - iv. Valuable Papers and Electronic Data Processing and Security insurance in an amount sufficient to assure the restoration of the Attachment Database and any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Agreement or by the Agreement between Mass Tech Collaborative and the Engineer in the event of loss or destruction while in the custody of the Contractor until the final fee payment is made or all data is turned over to Mass Tech Collaborative, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.
- h) Professional Liability. The Contractor shall maintain professional liability insurance covering errors and omissions and negligent acts of the Contractor and of any person or entity for whose performance of professional services the Contractor is legally liable at all times while services are being performed under this Agreement. Certificates of professional liability insurance evidencing such coverage shall be provided to Mass Tech Collaborative on or before the effective date of this Agreement and for a period of at least six years after the final payment to the Contractor under this Agreement. The certificates shall indicate a retroactive date that is no later than the effective date of this Agreement and a limit of not less than \$2,000,000.
- i) Liability of the Contractor. Insufficient insurance shall not release the Contractor from any liability for breach of its obligations under this Agreement. Without limitation, the Contractor shall bear the risk of any loss if its valuable papers insurance coverage is insufficient to cover the loss of any work product covered by this Agreement.
- j) Waiver of Subrogation. To the extent damages are covered by property insurance, Mass Tech Collaborative and the Contractor waive all rights against each other and against the Owner's Project Manager, design- builder, subcontractors, other contractors, consultants, agents, and employees of the other for damages caused by fire or other causes of loss, except such rights as they may have to the proceeds of such insurance as set forth in the Design-Build Agreement or other agreement for construction. Mass Tech Collaborative shall require of the design-builder, subcontractors, other contractors, consultants, Subcontractors, and agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- k) The obligation of the Contractor to purchase and maintain insurance, together with all obligations and liabilities of the Contractor arising in connection with any indemnification or reimbursement agreement set forth herein, shall survive the termination of this Agreement.

10. *Standard of Care*

The Contractor shall perform the services with the level and degree of skill and care exercised by similarly situated members of the Contractor's profession on projects of substantial scale and complexity nationally.

11. *Non-Waiver*

Neither Mass Tech Collaborative's review, approval, acceptance or payment for services under this Agreement, nor the failure of Mass Tech Collaborative to require performance by the other of any provision of this Agreement, shall operate as a waiver of any rights under this Agreement, and the Contractor shall be and remain liable to Mass Tech Collaborative for all damages incurred by Mass Tech Collaborative as the result of the Contractor's failure to perform in accordance with the terms and conditions of this Agreement. The rights and remedies of Mass Tech Collaborative provided for under this Agreement are in addition to any other rights or remedies provided by law. Mass Tech Collaborative may assert a right to recover damages by any appropriate means, either during or after performance of this Agreement.

ATTACHMENT B-1

THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE POLICY AND PROCEDURES REGARDING SUBMISSION OF “SENSITIVE INFORMATION”

The Massachusetts Technology Collaborative, the Massachusetts Renewable Energy Trust which it administers, and John Adams Innovation Institute (collectively referred to herein as “Mass Tech Collaborative”) is subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the “Public Records Act”), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, “public records” include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by Mass Tech Collaborative. As a result, any information submitted to Mass Tech Collaborative by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the “Submitting Party”) is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, “public records” do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including Mass Tech Collaborative’s enabling act, M.G.L. Chapter 40J. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by Mass Tech Collaborative that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the “Trade Secrets Exemption”).

It is Mass Tech Collaborative’s EXPECTATION AND BELIEF THAT THE OVERWHELMING PERCENTAGE OF DOCUMENTS IT RECEIVES FROM A SUBMITTING PARTY DOES NOT CONTAIN ANY INFORMATION THAT WOULD WARRANT AN ASSERTION BY Mass Tech Collaborative OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO Mass Tech Collaborative, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO Mass Tech Collaborative ARE SUBJECT TO PUBLIC DISCLOSURE WITHOUT ANY PRIOR NOTICE TO THE SUBMITTING PARTY AND WITHOUT RESORT TO ANY FORMAL PUBLIC RECORDS REQUEST.

In the event that a Submitting Party wishes to submit certain documents to Mass Tech Collaborative and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

1. At the time of the Submitting Party’s initial submission of documents to Mass Tech Collaborative, the Submitting Party must provide a cover letter, addressed to Mass Tech Collaborative’s General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents’ disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party’s responsibility and obligation to provide detailed explanations for each such document.
2. At the time of the Submitting Party’s initial submission of documents to Mass Tech Collaborative, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as “Sensitive Information.” It is the Submitting Party’s responsibility and obligation to ensure that all such documents are sufficiently identified as “Sensitive Information,” and Submitting Party’s designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.

INFORMATION SUBMITTED TO Mass Tech Collaborative IN ANY FORM OTHER THAN A HARD COPY DOCUMENT WILL NOT BE SUBJECT TO THE PROCEDURES SET FORTH IN THIS POLICY. FOR EXAMPLE, INFORMATION SUBMITTED BY E-MAIL, FACSIMILE AND/OR VERBALLY WILL NOT BE SUBJECT TO THESE PROCEDURES AND MAY BE DISCLOSED AT ANY TIME WITHOUT NOTICE TO THE SUBMITTING PARTY.

3. Documents that are not accompanied by the written notification to Mass Tech Collaborative's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to Mass Tech Collaborative are presumptively subject to disclosure under the Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.
4. At the time Mass Tech Collaborative receives documents from the Submitting Party, any such documents designated by Submitting Party as "Sensitive Information" shall be segregated and stored in a secure filing area when not being utilized by appropriate Mass Tech Collaborative staff. By submitting a grant application, request for response, or any other act that involves the submission of information to Mass Tech Collaborative, the Submitting Party certifies, acknowledges and agrees that (a) Mass Tech Collaborative's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by Mass Tech Collaborative that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act, and (b) Mass Tech Collaborative is not liable under any circumstances for the subsequent disclosure of any information submitted to Mass Tech Collaborative by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or Mass Tech Collaborative was negligent in disclosing such documents.
5. In the event that Mass Tech Collaborative receives an inquiry or request for information submitted by a Submitting Party, Mass Tech Collaborative shall produce all responsive information without notice to the Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as "Sensitive Information" in strict accordance with this Policy, the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as "Sensitive Information", and, if not already submitted, that a formal, written public records request must be submitted by the requesting party to Mass Tech Collaborative's General Counsel for a determination of whether the subject documents are exempt from disclosure.
6. Upon the General Counsel's receipt of a formal, written public records request for information that encompass documents previously designated by Submitting Party as "Sensitive Information", the Submitting Party shall be notified in writing of Mass Tech Collaborative's receipt of the public records request, and Mass Tech Collaborative may, but shall not be required to provide Submitting Party an opportunity to present Mass Tech Collaborative with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.
7. The General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.

THE GENERAL COUNSEL IS THE SOLE AUTHORITY WITHIN Mass Tech Collaborative FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF Mass Tech Collaborative OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "SENSITIVE INFORMATION" OR TO BIND Mass Tech Collaborative IN ANY MANNER CONCERNING Mass Tech Collaborative'S TREATMENT AND DISCLOSURE OF SUCH DOCUMENTS.

FURTHERMORE, THE POTENTIAL APPLICABILITY OF AN EXEMPTION TO THE DISCLOSURE OF DOCUMENTS DESIGNATED BY THE SUBMITTING PARTY AS "SENSITIVE INFORMATION" SHALL NOT REQUIRE Mass Tech Collaborative TO ASSERT SUCH AN EXEMPTION. Mass Tech Collaborative'S GENERAL COUNSEL RETAINS THE SOLE DISCRETION AND AUTHORITY TO ASSERT AN EXEMPTION, AND HE MAY DECLINE TO EXERT

SUCH AN EXEMPTION IF, WITHIN HIS DISCRETION, THE PUBLIC INTEREST IS SERVED BY THE DISCLOSURE OF ANY DOCUMENTS SUBMITTED BY THE SUBMITTING PARTY.

8. Mass Tech Collaborative shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
9. In the event that Mass Tech Collaborative determines that the subject documents are exempt from disclosure, the requesting party may seek review of Mass Tech Collaborative's determination before the Supervisor of Public Records, and Mass Tech Collaborative shall notify the Submitting Party in writing in the event that the requesting party pursues a review of Mass Tech Collaborative's determination.
10. In the event the requesting party pursues a review of Mass Tech Collaborative's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders Mass Tech Collaborative to disclose such documents to the requester, Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.
11. In the event that Mass Tech Collaborative determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, Mass Tech Collaborative shall not assert an exemption, Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

THE SUBMITTING PARTY'S SUBMISSION OF DOCUMENTATION TO Mass Tech Collaborative SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED TO Mass Tech Collaborative BY SUBMITTING PARTY AT ANY TIME, INCLUDING BUT NOT LIMITED TO THE ACKNOWLEDGEMENTS SET FORTH HEREIN, AND THAT SUBMITTING PARTY SHALL BE BOUND BY THESE PROCEDURES.

All documents submitted by Submitting Party, whether designated as "Sensitive Information" or not, are not returnable to Submitting Party.

**ATTACHMENT
B-2**

MASS TECH COLLABORATIVE POLICY AND PROCEDURES FOR HOLDING PARTIES IN POSSESSION OF SENSITIVE INFORMATION

From time to time, consultants, contractors, grantees, as well as other third parties interacting with Mass Tech Collaborative (collectively, the "Holding Party") may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding Mass Tech Collaborative, its activities, its employees and/or third parties, such as applicants, consultants, grantees, recipients or respondents under Mass Tech Collaborative programs, which information is not generally known by or disseminated to the public as a matter of course. Information of this nature is sometimes referred to in this Agreement as "Sensitive Information." Mass Tech Collaborative expects all Holding Parties to maintain the highest degree of professionalism, integrity and propriety with respect to Sensitive Information at all times. In addition, the Massachusetts Conflict of Interest Statute, M.G.L. Chapter 268A, prohibits current and former state employees (defined in the statute to include regular full-time and part-time employees, elected or appointed officials and independent contractors) from improperly disclosing certain categories of Sensitive Information or using it to further their personal interests, and the Massachusetts Fair Information Practices Act, M.G.L. Chapter 66A, contains numerous legal requirements aimed at protecting "personal data" from improper disclosure.

Mass Tech Collaborative's policy regarding a Holding Party's possession of Sensitive Information has two key elements:

1. Holding Parties should not request or accept any more Sensitive Information -- whether of a business or personal nature -- than is reasonably necessary under the circumstances; and
2. In the absence of a specific legal requirement compelling disclosure of Sensitive Information in a particular instance, all Holding Parties are expected to take appropriate measures to safeguard such information from improper use and disclosure.

Because the relevant legal requirements and the nature and scope of the information in question can create uncertainty, **HOLDING PARTIES ARE URGED TO CONFER WITH MASS TECH COLLABORATIVE'S GENERAL COUNSEL IF THEY HAVE ANY QUESTIONS ABOUT CONFIDENTIALITY, THE SCOPE OR PROPER TREATMENT OF SENSITIVE INFORMATION, OR MASS TECH COLLABORATIVE'S POLICIES OR PROCEDURES WITH RESPECT TO SUCH TOPICS.** Holding Parties shall not substitute their own judgment for that of Mass Tech Collaborative's General Counsel in deciding whether particular information is innocuous data or Sensitive Information that should be handled with care, or the advisability or sufficiency of safeguards with respect to particular types of information. **FAILURE TO COMPLY WITH THE POLICIES AND PROCEDURES RELATING TO SENSITIVE INFORMATION AND MASS TECH COLLABORATIVE'S OBLIGATIONS PURSUANT TO THE PUBLIC RECORDS ACT AND OTHER LEGAL DISCLOSURE REQUIREMENTS CAN RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT, AND/OR POTENTIAL LEGAL LIABILITY.**

IT SHOULD BE NOTED THAT THE OBLIGATIONS UNDER THESE POLICIES CONTINUE EVEN AFTER MASS TECH COLLABORATIVE'S RELATIONSHIP WITH A PARTICULAR APPLICANT, RECIPIENT OR OTHER THIRD PARTY ENDS OR THIS AGREEMENT TERMINATES.

In the absence of a specific legal requirement necessitating disclosure of particular information in a specific instance, Holding Parties are expected to protect Sensitive Information from improper use and disclosure at all times. The following are examples of the kinds of protective procedures that should be followed:

- **Limited Communication to Mass Tech Collaborative Personnel:** Sensitive Information should not be communicated to other Mass Tech Collaborative employees or consultants, except to the extent that they need to know the information to fulfill their Mass Tech Collaborative mission-related responsibilities and their knowledge of the information is not likely to result in misuse or a conflict of interest.
- **Limited Communication to Non-Mass Tech Collaborative Personnel:** Sensitive Information should not be communicated to anyone outside Mass Tech Collaborative, including family

members, except to the extent outside parties need to know the information in order to provide necessary services to Mass Tech Collaborative, its Holding Parties or as otherwise directed by the General Counsel to comply with legal requirements necessitating disclosure, such as proper requests under the Public Records Act.

- **Notification of Confidentiality:** When Sensitive Information is communicated to any person outside Mass Tech Collaborative, the individual receiving such information should be informed of its sensitive nature and the need to safeguard such information from improper use and disclosure. When Sensitive Information is communicated to parties inside Mass Tech Collaborative, the procedures set forth in Attachment C-1 are applicable. Mass Tech Collaborative may require that Holding Parties execute a confidentiality agreement that has either been provided or approved by the General Counsel before Sensitive Information is disclosed to them.
- **Mass Tech Collaborative Use Only:** Sensitive Information should only be used for Mass Tech Collaborative purposes. Under no circumstances may a present or former Holding Party "trade on" such information or otherwise use it, directly or indirectly, for personal gain or for the benefit of any party other than the owner of such information.
- **Prevention of Eavesdropping, Unauthorized Viewing, etc.:** Sensitive matters should not be discussed in restaurants, on public transportation or in other public places or in locations, such as hallways, elevators and building lobbies, where unauthorized individuals could overhear the discussion. Similarly, Sensitive Information should not be exchanged or discussed via cordless or cellular phones or similar "non-secure" communication lines. Speaker phones can amplify conversations and should be used with care when discussing Sensitive Information. Common sense precautions should also be taken with respect to Sensitive Information in written form, such as stamping or marking such documents "CONFIDENTIAL" to flag them for special handling, limiting access to files to those with an Mass Tech Collaborative-related "need to know," locking documents that contain Sensitive Information in desk drawers or file cabinets when you are away from your desk, carefully limiting the circumstances in which (and exercising appropriate care when) such materials leave Mass Tech Collaborative's office, delivering sensitive materials to others in sealed envelopes, and limiting the addressees and "cc's" of letters, memoranda, emails and other communications containing Sensitive Information to those individuals who reasonably need to see such communications. Data stored on personal computers, and floppy disks, c/d roms and other electronic media containing Sensitive Information, should be properly secured to keep them from being accessed by unauthorized individuals. Documents containing Sensitive Information that are sent to printers should be picked up promptly.
- **Communications With the Public; Compulsory Legal Process:** All contacts with the media and all speeches or other oral or written public statements made on behalf of Mass Tech Collaborative, or concerning its activities, applicants or recipients, must be cleared in advance by Mass Tech Collaborative's Communications Director. In speeches and statements *not* made on behalf of Mass Tech Collaborative, proper care should be taken to avoid any implication that Mass Tech Collaborative endorses the views expressed. All disclosure requests under the Public Records Act or in the form of requests for discovery, subpoenas, court or administrative orders or the like must also be referred to the General Counsel for appropriate handling.

QUESTIONS CONCERNING WHETHER A GIVEN TYPE OF INFORMATION OR DOCUMENT IN A HOLDING PARTY'S POSSESSION IS A "PUBLIC RECORD," AND THUS SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS ACT, OR IS COVERED BY AN AVAILABLE EXEMPTION, SHOULD BE DIRECTED TO MASS TECH COLLABORATIVE'S GENERAL COUNSEL. NO OTHER MASS TECH COLLABORATIVE EMPLOYEE IS AUTHORIZED TO MAKE SUCH ASSESSMENTS OR TO PROVIDE ANY GUIDANCE TO A HOLDING PARTY CONCERNING POTENTIAL DISCLOSURE OF ANY INFORMATION PROVIDED TO OR IN POSSESSION OF A HOLDING PARTY.

IN ADDITION, ALL COMMUNICATIONS SEEKING INSPECTION OR OTHER DISCLOSURE OF MATERIALS IN A HOLDING PARTY'S POSSESSION UNDER THE PUBLIC RECORDS ACT MUST BE REFERRED PROMPTLY TO THE GENERAL COUNSEL. SIMILARLY, ALL SUBPOENAS AND OTHER LEGAL PROCESS DOCUMENTS REQUESTING OR SEEKING TO COMPEL DISCLOSURE OF MATERIALS IN A HOLDING PARTY'S POSSESSION MUST BE DELIVERED OR PROMPTLY FORWARDED TO THE GENERAL COUNSEL UPON RECEIPT.

ATTACHMENT C

CONSULTANT/CONTRACTOR MANDATORY DISCLOSURE FORM

Additional Income Disclosure. The following represent any contracts, grants with, or other income from the Commonwealth, including any political subdivision or public authority, in effect at the time of execution of this Agreement. Enter N/A if none. Attach additional sheets as necessary.

Disclosure of Persons with Financial Interest. The following individuals have a financial interest in the Agreement and/or more than one percent (1%) interest in the capital stock of Consultant/Contractor. Enter N/A if none. Attach additional sheets as necessary.

Conflict of Interest. Consultant/Contractor acknowledges that the individuals performing services under this Agreement may be considered "state employees" subject to the provisions of the Massachusetts Conflict of Interest Law, M.G.L. c.268A, and certifies that these individuals are familiar with the restrictions imposed thereon.

Key Personnel. Attach a resume for all key personnel to be assigned to the performance of this Agreement.

The information submitted herein is certified by Consultant/Contractor to be accurate and signed under the pains and penalty of perjury.

Name of Consultant/Contractor:

Signature: _____

Name: _____

Title: _____

Date: _____