

Notice of Funding Availability Grants to Gateway Cities to Establish Community WiFi Hotspots

NOFA No. 2021-MBI-02

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

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NOFA Issued:	January 25, 2021
Applications Due:	Applications will be accepted on a rolling basis until the NOFA is closed

1. INTRODUCTION

1.1 Overview

Massachusetts Technology Collaborative ("Mass Tech Collaborative" or "MassTech"), on behalf of the Massachusetts Broadband Institute ("MBI") is issuing this Notice of Funding Availability for Grants to Gateway Cities to Establish Community WiFi Hotspots ("Hotspot(s)") (NOFA No.2021-MBI-02) ("NOFA"). MBI is soliciting applications for grant funding from municipal officials in eligible Gateway Cities ("Applicant(s)") to support the establishment and maintenance of one or more indoor and/or outdoor Hotspots through December 31, 2021. The list of Gateway Cities that are eligible to receive Hotspots are listed in Section 2. The list includes Gateway Cities that have not been covered by (i) a prior RFP issued by the Mass Tech Collaborative; or (ii) a private provider hotspot initiative.

Mass Tech Collaborative will be the contracting entity on behalf of MBI for the purposes of this NOFA, and (except where the specific context warrants otherwise), MBI and Mass Tech Collaborative are collectively referred to as Mass Tech Collaborative or MassTech. Mass Tech Collaborative will enter into a Grant Agreement and Statement of Work with selected Applicants containing certain standard provisions (the "Agreement"), located <u>HERE</u>.

1.2 Mass Tech Collaborative and MBI

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 has three primary divisions: The Innovation Institute at the MassTech 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 <u>www.masstech.org</u>.

MBI is the central broadband program for the Commonwealth. MBI was created on August 4, 2008, by Chapter 231 of the Acts of 2008, An Act Establishing and Funding the Massachusetts Broadband Institute (the "Broadband Act"). The primary mission of 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. For more information about MBI and its programs and activities generally, please visit the web site at www.massbroadband.org.

2. GRANT OVERVIEW

2.1 Overview

The Baker-Polito Administration announced on October 22, 2020, a \$774 million comprehensive Economic Recovery Plan that focuses on getting people back to work, supporting small businesses, fostering innovation, revitalizing downtowns and ensuring housing stability. The Economic Recovery Plan designated MBI to administer programs to expand internet access for people impacted by the COVID-19 pandemic. Establishing Hotspots in the Gateway Cities listed below is a critical component of the Economic Recovery Plan goal of supporting internet connectivity for populations that have financial barriers to internet access. Due to the urgent need to expand internet access, it is a high priority for the Mass Tech Collaborative to award grants to municipalities that can stand up Hotspots on an expedited schedule.

Mass Tech Collaborative will provide financial support to the selected Applicants(s) to establish and maintain up to three indoor and/or outdoor Hotspots in each of the Gateway Cities listed below (each a "Eligible Municipality and collectively the "Eligible Municipalities"). Grant funds may be applied to eligible Hotspot expenses, included by not limited to, procurement and installation of WiFi equipment and related cabling, monthly internet service charges, troubleshooting and tech support, and public health measures, such as hand sanitizer stations and plexiglass dividers.

Eligible Gateway Cities:

Attleboro Chelsea Chicopee Everett Fall River Fitchbura Haverhill Holyoke Leominster Lowell Malden Methuen New Bedford Peabody Pittsfield Quincy Revere Salem Springfield Westfield Worcester

2.2 Grant Requirements

Selected Applicants shall be responsible (either directly or with one or more partners) for the following tasks associated with each proposed Hotspot:

- 1. <u>Site Acquisition for Hotspot(s)</u> Identify and secure access to a building or outdoor location to host each Hotspot that satisfies the following criteria:
 - Provides adequate space to accommodate users of the Hotspot in a socially distanced manner and in full compliance with COVID-19 guidance issued by the Massachusetts Department of Health (DPH) and COVID-19 orders issued by Governor Baker or DPH;
 - b. Provides adequate parking for Hotspot users (accessibility via public transportation would be desirable, if available in the Eligible Municipality);
 - c. Has adequate space to accommodate at least ten simultaneous users;
 - d. Can be open for Hotspot users during a wide range of times and days. Mass Tech Collaborative has a preference for Hotspots that can have daytime and evening hours and availability on weekdays and weekends; and
 - e. If more than one Hotspot is proposed for an Eligible Municipality, Applicant should consider locations that accomplish geographic diversity and other factors that distinguish and justify the need for more than one Hotspot in an Eligible Municipality.
- 2. Hotspot Installation and Site Preparation
 - a. Acquire, install and configure equipment that will provide Hotspot internet access. The equipment should be installed in a climate controlled and secure location for an indoor Hotspot. Weatherized equipment should be used for an outdoor Hotspot installation. Mass Tech Collaborative is technology and equipment brand agnostic; and
 - b. Acquire or work with a partner that will provide and set up tables and chairs for users of an indoor Hotspot.
- 3. <u>Internet Connectivity</u> Provide Internet connectivity capable of supporting at least ten simultaneous users at each Hotspot.
- 4. <u>Maintenance and Technical Support</u> Provide maintenance for Hotspot equipment and technical support to Hotspot users.

5. <u>Removal of Hotspot Equipment</u> – Applicant will own the WiFi equipment and associated wiring or cabling installed at each Hotspot. The Applicant shall, if necessary, be responsible for removing the equipment and any related wiring or cabling from the building at the conclusion of the program, patch any holes caused by the wiring at its discretion.

The Selected Applicant shall be required to operate each awarded Hotspot through December 31, 2021. Mass Tech Collaborative expects that each Applicant will work directly with internet service providers and other contractors or vendors to plan for and establish the Hotspot(s).

3 APPLICATION PROCESS

3.1 Application and Submission Instructions

Applicants are cautioned to read this NOFA carefully and to conform to its requirements. Failure to comply with the requirements of this NOFA may serve as grounds for rejection of an Application.

- a. Applications must be submitted by the Mayor's Office or City Manager of the Eligible Municipality.
- b. All Applications must be submitted utilizing the online application portal on the Mass Tech Collaborative website at https://broadband.masstech.org/grant-application-gateway-city-community-wifi-hotspots.
- c. An Eligible Municipality may submit an Application prior to establishing the partnerships and conducting any procurements that are needed to support the proposed Hotspot(s). The Application, as described in more detail below, focuses on the proposed Hotspot site(s) and the Applicant's general implementation approach and COVID-19-related public health and safety measures. Mass Tech Collaborative will provide the Applicant with a preliminary grant award decision that will be finalized when the Applicant provides information on project partners, the technical approach, schedule and budget. Please note that Mass Tech Collaborative has established maximum grant amounts of \$20,000 for outdoor Hotspots and \$30,000 for indoor Hotspots. Mass Tech Collaborative may consider exceptions to the grant caps on a case by case basis. The amount of each grant award will be finalized during the contracting process.
- d. The Applicant will be required to submit an Application that shall include:
 - A listing of the proposed location for each Hotspot, including address, description of the location that will be utilized for the Hotspot (including maximum user capacity), parking capacity (on site and in close proximity), handicap accessibility and accessibility by public transportation. If the Applicant proposes more than one Hotspot, the Application shall address the perceived need and justification for multiple Hotspots.
 - Proposed approach to providing public health protections for Hotspot users, including cleaning and sanitization of Hotspot space(s) and layout/enforcement of social distancing protocols and a statement of who will be responsible for these considerations.
 - A listing of the proposed hours of operation for each Hotspot.
 - Proposed approach to implement the project, including procurements and selection of partner organizations.
- e. By submitting an Application in response to this NOFA, an Applicant acknowledges the following statements: (1) the individual submitting the Application is a duly authorized representative of the Applicant; (2) the Applicant has read and understands the NOFA requirements; (3) the Applicant acknowledges that all of the terms and conditions of the NOFA are mandatory; (4) the Applicant certifies that they are in compliance with the terms, conditions and specifications contained in the NOFA; (5) the Applicant acknowledges and understands the procedures for handling materials submitted to the Mass Tech Collaborative as set forth in the NOFA and agrees to be bound by those procedures; (6) the Applicant agrees that the Mass Tech Collaborative shall not be liable

under any circumstances for the disclosure of any materials submitted to the Mass Tech Collaborative pursuant to the NOFA or upon the Applicant's selection; (7) the Applicant understands that, if selected by the Mass Tech Collaborative, the Applicant and the Mass Tech Collaborative will execute an Agreement specifying the mutual requirements of participation; and (8) the Applicant certifies that the statements made in this Application are true and correct to the best of the Applicant's knowledge.

f. Any and all responses, Application, data, materials, information and documentation submitted to Mass Tech Collaborative in response to this NOFA shall become Mass Tech Collaborative's property and shall be subject to public disclosure. As a public entity, the Mass Tech Collaborative is subject to the Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66). There are very limited and narrow exceptions to disclosure under the Public Records Law. If an Applicant wishes to have the Mass Tech Collaborative treat certain information or documentation as confidential, the Applicant must submit a written request to the Mass Tech Collaborative's General Counsel's office. The request must precisely identify the information and/or documentation that is the subject of the request and provide a detailed explanation supporting the application of the statutory exemption(s) from the public records cited by the Applicant. The General Counsel will issue a written determination within ten (10) business days of receipt of the written request along with instructions on the submission of information or documentation deemed confidential by the General Counsel.

3.2 NOFA Schedule

This NOFA shall remain open and the Mass Tech Collaborative shall accept Applications until such time as the NOFA is closed by the Mass Tech Collaborative. The Mass Tech Collaborative will evaluate Applications on a rolling basis as they are received. Eligible Municipalities that are interested in receiving a grant are encouraged to submit Applications as soon as possible.

Questions regarding this NOFA must be submitted by electronic mail to <u>proposals@masstech.org</u> with the following subject line: "Questions – NOFA No. 2021-MBI-02". The Mass Tech Collaborative will respond and post answers to questions within five business days to the Mass Tech Collaborative and COMMBUYS websites.

4 EVALUATION CRITERIA

4.1 Criteria

The Mass Tech Collaborative shall evaluate each Application that is properly submitted based on criteria that include, but are not limited to:

- Reasonableness of implementation approach for the proposed Hotspot location(s);
- Extent of accessibility for each Hotspot, including hours of operation and ease of access (parking, public transportation, handicap accessibility).
- Reasonableness of approach to providing appropriate public health protections for indoor Hotspots, including social distancing of Hotspot users.
- Extent to which Application effectively identifies and justifies the need for multiple Hotspots in a particular Eligible Municipality, where applicable.

The order of these criteria does not generally denote relative importance. The goal of this NOFA is to select and enter into an Agreement with each Applicant that will achieve the Mass Tech Collaborative's programmatic objectives. Mass Tech Collaborative reserves the right to consider such other relevant factors as it deems appropriate.

5.0 GENERAL CONDITIONS

5.1 General Information

- a) If an Application fails to meet any material terms, conditions, requirements or procedures, it may be deemed unresponsive and disqualified. The Mass Tech Collaborative reserves the right to waive omissions or irregularities that it determines to be not material.
- b) This NOFA, as may be amended from time to time by Mass Tech Collaborative, does not commit Mass Tech Collaborative to select any Eligible Municipality, award any grants pursuant to this NOFA, or pay any costs incurred in responding to this NOFA. Mass Tech Collaborative reserves the right, in its sole discretion, to withdraw the NOFA, to engage in preliminary discussions with prospective Applicants, to accept or reject any or all Applications received, to request supplemental or clarifying information, to negotiate with any or all qualified Applicants, and to request modifications to Applications in accordance with negotiations, all to the same extent as if this were a Request for Information.
- c) On matters related solely to this NOFA that arise prior to an award decision by the Mass Tech Collaborative, Applicants shall limit communications with the Mass Tech Collaborative to the Procurement Team Leader and such other individuals as the Mass Tech Collaborative may designate from time to time. No other Mass Tech Collaborative employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this NOFA. Applicant may contact the Procurement Team Leader for this NOFA in the event this NOFA is incomplete.
- d) The Mass Tech Collaborative may provide reasonable accommodations, including the provision of materials in an alternative format, for Applicants with disabilities or other hardships. Applicants requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Procurement Team Leader. The Mass Tech Collaborative reserves the right to grant or reject any request for accommodations.
- e) Should any statement asserted by Applicant prove to be inaccurate or inconsistent, such inaccuracy or inconsistency shall constitute sufficient cause for Mass Tech Collaborative in its sole discretion to reject the Applicant and/or terminate of any resulting Agreement.
- f) Costs that are not specifically identified in the Applicant's response and/or not specifically accepted by Mass Tech Collaborative as part of the Agreement will not be compensated under any contract awarded pursuant to this NOFA.
- g) The selected Applicant will take all appropriate steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The selected Applicant is responsible for the satisfactory performance and adequate oversight of its partners/subcontractors. Partners/subcontractors are required to meet the same requirements and are held to the same reimbursable cost standards as the selected Applicant.
- h) Mass Tech Collaborative reserves the right to amend the Agreement at any time prior to execution. Applicants should review the Agreement as they will be required to specify any exceptions to the Agreement and to make any suggested counterproposals.

5.2 Posting of Modifications/Addenda to NOFA

This NOFA has been distributed electronically using the Mass Tech Collaborative and COMMBUYS websites. If the Mass Tech Collaborative determines that it is necessary to revise any part of this NOFA, or if additional data is necessary to clarify any of its provisions, an addendum will be posted to the websites. It is the responsibility of each potential Applicant to check the Mass Tech Collaborative and COMMBUYS websites for any addenda or modifications to the NOFA. The Mass Tech Collaborative accepts no liability and will provide no accommodation to Applicant who submit a response based on an out-of-date NOFA.