

Request for Proposals for Survey Development and Deployment Services

RFP No. 2025-MBI-01

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

Procurement Team Leader:

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RFP Issued: Questions Due: Answers to Questions Posted:

August 12, 2024 August 21, 2024 September 6, 2024 [updated 8/28/24] September 20, 2024

Responses Due:

1. INTRODUCTION

1.1 Overview

Massachusetts Technology Collaborative ("Mass Tech Collaborative" or "MassTech"), on behalf of the Massachusetts Broadband Institute ("MBI") is issuing this Request for Proposals for Survey Development and Deployment Services (RFP No.2025-MBI-01) (the "RFP") to solicit responses from qualified contractors ("Respondents") with experience in survey design and systematic data collection in support of informing and evaluating programs and investments in the broadband and digital equity fields. Respondents will be competing against each other for selection to provide the services set forth herein. The submissions of all Respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP, and a single Respondent may be selected.

Mass Tech Collaborative will be the contracting entity on behalf of MBI for the purposes of this RFP, 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 Services Agreement (Federally Funded) with selected Respondents 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 six primary divisions: The Innovation Institute, Massachusetts Broadband Institute, Massachusetts e-Health Institute, MassCyberCenter, Center for Advanced Manufacturing, and Northeast Microelectronics Coalition Hub. For additional information about Mass Tech Collaborative and its programs and initiatives, please visit our website at www.masstech.org.

MBI is the central broadband program for the Commonwealth. 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 the Commonwealth. MBI works closely with the Administration, the state legislature, municipalities, broadband service providers, and other key stakeholders to bridge the digital divide in Massachusetts. For more information about MBI and its programs and activities generally, please visit the web site at www.massbroadband.org.

2. SERVICES REQUIRED

2.1 Overview

As part of the State Digital Equity Plan ("SDEP") development, MBI developed and deployed a Statewide Broadband and Digital Equity Survey that received over 7,500 responses that were analyzed as part of the planning process (see Section 3 of the SDEP). The survey has also been used by consultants facilitating local digital equity planning efforts funded by MBI's Municipal Digital Equity Planning Program, bringing the total number of survey responses to over 13,000 as of July 2024. Local findings from the survey can be found within completed municipal digital equity plans on MBI's website.

As detailed in the SDEP, MBI operates numerous programs focused on broadband and digital equity. To evaluate the success of these programs and investments, MBI seeks the support of a contractor with

technical expertise and relevant experience in developing and deploying effective survey instruments at varying scales (i.e. organization, city, state). Specifically, MBI requires external support to develop a revised Statewide Broadband and Digital Equity Survey that can be deployed both to participants of programs funded by MBI and the general public.

The revised survey will be used to evaluate outcomes of programs such as the Digital Equity Partnerships Program, Municipal Digital Equity Implementation Program, and future programming to be executed under the Massachusetts' Digital Equity Capacity Grant allocation and should evaluate metrics in topics that include but are not limited to:

- Digital literacy
- Device access
- Use of internet services
- User confidence and knowledge regarding internet safety/cybersecurity
- User knowledge of available digital inclusion programming
- Accessibility of internet, devices, skills programs, and public resources

Respondents that are selected to provide Survey Development and Pre-Deployment Services may work closely with MBI's Program Evaluation staff and/or providers of Program Evaluation Services separately procured by MBI to address questions related to the implementation of a program, the effectiveness of specific strategies, and/or factors that relate to the effectiveness of a program.

2.2 Scope of Services

MBI requires Survey Development and Deployment Services ("Services") which includes survey design, editing, and systematic data collection in support of informing and evaluating MBI programs and investments.

Survey Development tasks will include:

- Revising the Massachusetts Statewide Broadband and Digital Equity Survey to better serve as a program evaluation tool.
- Identifying strategies to collect cohesive information from statewide stakeholders.
- Generating questions that can be used to identify and address current knowledge gaps related to digital equity needs, barriers, assets, and program performance.
- Working closely with MBI team members to ensure appropriate questions are included to gather the necessary information to effectively evaluate program performance.
- Identifying strategies to address key factors that commonly hinder response rates from underrepresented or marginalized population groups, including accessibility features, language translations, and use of plain language in survey design.
- Developing the survey within or integrating with systems already utilized by MBI (Qualtrics, Airtable).

Survey Pre-Deployment tasks will include:

- Developing appropriate target response rates based on desired program outcomes using statistical methods and sampling. This should take into account the methodology deployed under the initial Statewide Broadband and Digital Equity survey executed between June and October 2023.
- Developing broad and targeted outreach methods for survey distribution.
- Adjusting survey instruments to secure higher response rates while maintaining data integrity.

(Optional*) Survey Deployment tasks will include:

- Distributing survey through various methods in alignment with outreach plan developed in Pre-Deployment tasks.
- Facilitating coordination with third-party entities to deploy survey.

(Optional*) Other tasks may include, but not be limited to:

- Developing other surveys for MBI use, such as grantee reporting forms/templates.
- Training session for MBI staff in survey design and deployment best practices.

*Optional tasks will be Subject to mutual agreement on a scope and budget as detailed in a contract between the selected Respondent and MassTech.

3 APPLICATION PROCESS

3.1 Application and Submission Instructions

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

- a. All Applications must be submitted electronically.
- b. Required Submissions- All Applications must include the items listed below:
 - Application Cover Sheet (<u>Attachment A</u>)
 - Application, which shall include:
 - A description of the firm responding to the RFP (including descriptions of proposed subcontractors, if any) and the firm's qualifications to perform the Services. Description of the firm should include details of prior experience designing surveys and data collection methods in the broadband and digital equity fields.
 - The proposed approach to providing the Services, including a general schedule (MBI's desired survey deployment date is no later than December 18, 2024). Additionally, Respondents are invited to propose alternative(s) that provide substantially better or more cost-effective performance than achievable under the stated RFP scope of services.
 - Provide the total not-to-exceed costs for providing the Services based on projected hours, proposed hourly rates, as well as any other appropriate costs, in the Budget Template (<u>Attachment C</u>). List additional fees, overhead charges, or reimbursable expenses, if any. As a general policy, the Mass Tech Collaborative does not pay mark-ups on reimbursables or out-of-pocket expenses. The Mass Tech Collaborative also does not pay for word processing, overtime or meals. For travel costs, the Mass Tech Collaborative pays the IRS rate per mile.
 - Three references for work previously performed by the Respondent that is substantially similar to the Services. References should include a contact person, address and phone number.
 - Authorized Application Signature and Acceptance Form (<u>Attachment</u> B). By executing the Authorized Respondent's Signature and Acceptance Form and submitting a response to this RFP, Respondents certify that they (1) are in compliance with the terms, conditions and specifications contained in this RFP, (2) acknowledge and understand the procedures for handling materials submitted to the Mass Tech Collaborative as set forth in subsection d. below, (3) agree to be bound by those procedures, and (4) agree 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 this RFP or upon the Respondent's selection.

- Organization's current W9
- Exceptions to the Services Agreement (Federally Funded), located at <u>HERE</u>, if any.
- c. Applications must be submitted to proposals@masstech.org (please include the RFP number in the subject heading).
- d. Any and all responses, Applications, data, materials, information and documentation submitted to Mass Tech Collaborative in response to this RFP 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 a Respondent wishes to have the Mass Tech Collaborative treat certain information or documentation as confidential, the Respondent must submit a written request to the Mass Tech Collaborative's General Counsel's office no later than 5:00 p.m. ten (10) business days prior to the required date of Application submission set forth in Section 3.2 below. 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 Respondent. The General Counsel will issue a written determination within five (5) business days of receipt of the written request. If the General Counsel approves the request, the Respondent shall clearly label the relevant information and/or documentation as "CONFIDENTIAL" in the Application. Any statements in an Application reserving any confidentiality or privacy rights that is inconsistent with these requirements and procedures will be disregarded.

3.2 Application Timeframe

The application process will proceed according to the following schedule. The target dates are subject to change. Therefore, Respondents are encouraged to check Mass Tech Collaborative's website frequently for updates to the schedule.

Task	Date:
RFP Released	August 12, 2024
Questions Due	August 21, 2024 @ 5 PM EST
Question and Answer File Posted	September 6, 2024 @ 5 PM EST [updated 8/28/24]
Applications Due	September 20, 2024 @ 5 PM EST
Respondent Interviews (if deemed necessary)	Week of September 23, 2024
Notification of Award	No later than October 4, 2024

3.3 Questions

Questions regarding this RFP must be submitted by electronic mail to proposals@masstech.org with the following Subject Line: "Questions – RFP No. 2025-MBI-01"). All questions must be received by

5:00 p.m. EST on August 16, 2024. Responses to all questions received will be posted on or before 5:00 p.m. on September 6, 2024 to Mass Tech Collaborative and COMMBUYS website(s).

4 EVALUATION PROCESS AND CRITERIA

4.1 Process

The Mass Tech Collaborative shall evaluate each Application that is properly submitted. As part of the selection process, Mass Tech Collaborative may invite finalists to present their approach, qualifications, and examples of previous work. Presentations should also demonstrate familiarity with the MA Statewide Digital Equity Plan and existing MBI programs. In its sole discretion, Mass Tech Collaborative may also choose to enter into a negotiation period with one or more finalist Respondent(s) and then ask the Respondent(s) to submit a best and final offer.

4.2 Criteria

Selection of a Respondent to provide the Services sought herein may be based on criteria that include but are not limited to:

- Demonstrated capacity, facilities, and organizational structure to perform the Services sought in this RFP.
- Qualifications and experience of the Respondent and the key personnel identified to provide the Services sought in this RFP.
- Reasonableness of proposed budget.
- Reasonableness of proposed schedule.
- Reasonableness of proposed approach to providing the Services.
- Demonstrated familiarity with broadband and digital equity program evaluation.

Lack of debarment status by either the state or federal government is also required.

The order of these factors does not generally denote relative importance. The goal of this RFP is to select and enter into an Agreement with the Respondent that will provide the best value for the Services to achieve MassTech Collaborative's goals. Mass Tech Collaborative reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the "best value".

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 RFP, as may be amended from time to time by Mass Tech Collaborative, does not commit Mass Tech Collaborative to select any firm(s), award any contracts for services pursuant to this RFP, or pay any costs incurred in responding to this RFP. Mass Tech Collaborative reserves the right, in its sole discretion, to withdraw the RFP, to engage in preliminary discussions with prospective Respondents, to accept or reject any or all Applications received, to request supplemental or clarifying information, to negotiate with any or all qualified Respondents, 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 RFP that arise prior to an award decision by the Mass Tech Collaborative, Respondents 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 RFP. Respondents may contact the Procurement Team Leader for this RFP in the event this RFP is incomplete.
- d) The Mass Tech Collaborative may provide reasonable accommodations, including the provision of materials in an alternative format, for Respondents with disabilities or other hardships. Respondents 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) Respondent's Application shall be treated by the 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 Mass Tech Collaborative in its sole discretion to reject the Application and/or terminate of any resulting Agreement.
- f) Costs that are not specifically identified in the Respondent'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 RFP.
- g) Mass Tech Collaborative's prior approval is required for any subcontracted services under any Agreement entered into as a result of this RFP. The selected Respondent 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 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.
- h) Submitted responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.
- i) Mass Tech Collaborative reserves the right to amend the Agreement at any time prior to execution. Respondents should review the Agreement as they are required to specify any exceptions to the Agreement and to make any suggested counterproposal in their Application. A failure to specify exceptions and/or counterproposals will be deemed an acceptance of the Agreement's general terms and conditions, and no subsequent negotiation of such provisions shall be permitted.
- j) Use of Funds.
 - a. The Awarded Respondent will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- k) <u>Period of Performance</u>. The period of performance for this award will not extend beyond December 31, 2026.
- I) Maintenance of and Access to Records.
 - a. The Awarded Respondent shall maintain records and financial documents sufficient to evidence compliance with <u>any guidance provided by the Commonwealth.</u>
 - b. The U.S. Treasury Office of Inspector General and the Government Accountability Office, the Executive Office of Administration and Finance, or their authorized representatives,

shall have the right of access to records (electronic and otherwise) of Awarded Respondent related to the RFQ in order to conduct audits or other investigations.

- c. Records shall be maintained by Awarded Respondent for a period of five (5) years after all funds have been expended or returned to the Commonwealth, whichever is later.
- m) <u>Conflicts of Interest</u>. The Awarded Respondent understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Awarded Respondent must disclose in writing to the Commonwealth, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- n) <u>Compliance with Applicable Law and Regulations</u>.
 - a. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury.
 - ii. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - iii. Awarded Respondent Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - iv. Generally applicable federal environmental laws and regulations.
 - b. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- o) <u>False Statements</u>. The Awarded Respondent understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- p) Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, the Awarded Respondent may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably

believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Awarded Respondent, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. The Awarded Respondent shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- q) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Awarded Respondent should encourage its contractors to adopt and enforce onthe-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- r) <u>Reducing Text Messaging While Driving</u>. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Awarded Respondent should encourage its employees, subrespondents, and contractors to adopt and enforce policies that ban text messaging while driving, and Awarded Respondent should establish workplace safety policies to decrease accidents caused by distracted drivers.

5.2 Posting of Modifications/Addenda to RFP

This RFP 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 RFP, 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 Respondent to check the Mass Tech Collaborative, MBI and COMMBUYS websites for any addenda or modifications to the RFP. The Mass Tech Collaborative accepts no liability and will provide no accommodation to Respondents who submit a response based on an out-of-date RFP.

Attachment A Application 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., Corporation, LLC, LLP, etc.)	a Massachusetts	Respondents EIN or UEI No.			

Attachment B 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 RFP requirements. The Respondent acknowledges that all of the terms and conditions of the RFP are mandatory, and that Respondent's response is compliant with such requirements.

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

specified exceptions and counter-proposals to the terms and conditions of the agreement template (HERE): or

agrees to the terms and conditions set forth therein;

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

Respondent agrees that the entire bid response will remain valid for sixty (60) days from receipt by the Mass Tech Collaborative.

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 RFP, including all attachments and exhibits, are true and correct to the best of my knowledge.

Respondent:

(Printed Name of Respondent)

Ву: _____ (Signature of Authorized Representative)

Name: _____

Title:

Date:

Attachment C Budget Template

SEE EXCEL SPREADSHEET