



**STATE OF NEW HAMPSHIRE DEPARTMENT OF
BUSINESS AND ECONOMIC AFFAIRS**

**Broadband Reporting and Compliance Services (Infrastructure Investment
and Jobs Act) DBEA RFP 2024-11**

Clarifying Questions and Answers

Question 1: Would respectfully request an extension of two (2) weeks to the current bid due date to develop a detailed comprehensive response.

State Response: The Department of Business and Economic Affairs (BEA) will not adjust the current bid due date because of overarching Broadband Equity, Access, and Deployment (BEAD) Program deadlines.

Question 2: If grant applications are needed for additional funding opportunities, will the funding for the grant application work performed by the selected vendor be in addition to agreed upon contract price within this Request for Proposal (RFP)?

State Response: No, the selected vendor is only asked to identify additional funding sources that the BEA can pursue.

Question 3: Does BEA have an estimation of the number of meetings per week or month that may be requested?

State Response: BEA estimates the number of meetings to be no less than bi-weekly, but more likely once a week (weekly) in the earlier stages of this engagement.

Question 4: Will BEA involve a 3rd party software to execute the overall challenge process?

State Response: BEA has involved a 3rd party to develop the State's Challenge Portal technology solution. BEA will involve the selected vendor in the execution of the overall challenge process.

Question 5: Will BEA involve a 3rd party for mapping, or will vendor be responsible for mapping Broadband Serviceable Locations (BSLs)?

State Response: BEA has involved a 3rd party to develop the State’s Challenge Portal. technology solution. This technology solution includes mapping of BSLs.

Question 6: Will BEA be involving an additional 3rd party to assist in supporting the communities with BEA’s challenge process?

State Response: Kindly refer to Section 2- Proposed Scope of Work, number five (5) (f) on page eight (8) of the RFP.

Question 7: Will the Challenge Process support require the vendor to develop or administer any type of technology solution?

State Response: BEA shall not require the selected vendor to develop or administer any type of technology solution to support the Challenge Process, unless said technology solution is agreed upon by BEA and the vendor as an appropriate aid in providing support during the Challenge Process.

Question 8: Does BEA have an envisioned contract start date (for the sake of software and services pricing)?

State Response: BEA is working towards having an agreed upon contract approved by NH Governor and Executive Council (G&C). BEA anticipates this Governor & Executive Council (G&C) approval will occur by May 29, 2024. This anticipated approval date is subject to change. Of note, G&C may require that this exceptionally long contract be divided into shorter periods of renewal. For example, the State operates on a biannual basis, and G&C may require that a contract that extends beyond a biennium be renewed at set intervals, such as two (2) or four (4) years.

Question 9: Can BEA please provide the expected number of internal and external users (by year if it will vary) for the sake of user-based pricing models. Internal and External users can be defined as the following:

- Internal users are agency employees such as grant administrators, leadership, project managers, reviewers, etc.
- External users are non-agency employees such as applicants, awardees, contractors, etc.

State Response: BEA doesn’t have an estimation of the number of internal or external users at this time. By way of example, New Hampshire is comprised of 234 municipalities, all of which may benefit from BEAD funding or participate in a Challenge Process.

Question 10: Does BEA have a preference on where the knowledge management system(s) are hosted?

State Response: BEA will collaborate with the selected vendor on where the knowledge management system(s) will be hosted, as needed.

Question 11: Does BEA have an estimate of the number of BEAD subgrantees that will be awarded?

State Response: BEA anticipates the estimated number of BEAD subgrantees to be in line with project areas. According to New Hampshire's BEAD Initial Proposal Volume Two, project area boundaries shall be cities, towns, and unincorporated places. NH BEAD Initial Proposal Volume Two is subject to NTIA approval. By way of example, New Hampshire is comprised of 234 municipalities, all of which may benefit from BEAD funding.

Question 12: Will BEA require a field visit for every BEAD subgrantee?

State Response: Kindly refer to Section 2- Proposed Scope of Work, number four (4) (b) on page seven (7) of the RFP.

Question 13: Will the vendor be required to develop or administer any type of technology solution to support the invoice monitoring activities?

State Response: BEA does not anticipate the selected vendor to develop or administer any type of technology solution to support the subgrantee invoicing.

Question 14: Will the vendor be required to develop or administer any type of technology solution to support the subgrantee application process?

State Response: BEA does not anticipate the selected vendor to develop or administer any type of technology solution to support the subgrantee application process.

Question 15: *Contract Term (p. 10): "Any resulting Contract from this RFP will be a non-exclusive Contract. BEA reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified in this RFP or make an award by item, part or portion of an item, group of items, or total Proposal."*

Are there any items that might be more likely to be spread across two or more firms than others?

State Response: Kindly refer to Section 2- Proposed Scope of Work, second paragraph on page six (6) of the RFP.

Question 16: Can the vendors reply to only specific areas with applicable pricing or do the vendors need to reply in whole to all scope of work items?

State Response: Kindly refer to Section 2- Proposed Scope of Work, second paragraph on page six (6) of the RFP.

Question 17: Will the State consider striking clause 5.3?

Question 18: Will the State consider inserting the word “material” at the beginning of clauses 8.1.1, 8.1.2 and 8.1.3?

Question 19: Will the State consider amending clause 10.2 to the following: Upon full payment to Contractor, All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State to be used solely for the purposes set forth under this agreement, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. . Contractor shall retain sole and exclusive ownership of all rights, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the Services (“Contractor Property”). To the extent the Contractor Deliverables contain Contractor Property; State is granted a non-exclusive, non-assignable, royalty-free license to use it in connection with the subject of this Agreement.

Question 20: Will the State consider striking clause 12.4?

Question 21: Will the State consider amending clause 13 to the following: The Contractor shall indemnify, the State, its officers, and employees from and against all third-party actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly from death, personal injury, property damage, intellectual property infringement, caused by the gross negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Question 22: Will the State consider adding the following provision: *Limitation on Liability:* Notwithstanding the terms of any other provision, the total liability of Contractor and its

affiliates, directors, officers, employees, subcontractors, agents and representatives for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the total fees paid to Contractor under the applicable SOW. Neither Contractor nor State shall in any event be liable for any indirect, consequential or punitive damages, even if State or Contractor have been advised of the possibility of such damages.

Question 23: Will the State Consider adding the following provision: ***Consulting Services Disclaimer:*** Contractor will not audit any financial statements or performing any attest procedures in the course of performing the Services under this Agreement. Contractor's Services are not designed, nor should they be relied upon, to disclose internal weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies. Contractor is not a professional accounting firm and does not practice accounting. Contractor's Services will not include legal, engineering or architectural advice or services.

Question 24: Will the State Consider adding the following provision: ***Performance:*** If, during the performance of these Services or within one year following completion of the Agreement, such Services will prove to be faulty or defective by reason of a failure to meet such standards, Contractor agrees that upon prompt written notification from State prior to the expiration of the one-year period following the completion of the Agreement of any such fault or defect, such faulty portion of the Services will be redone at no cost to State up to a maximum amount equivalent to the cost of the Services rendered under this Agreement. The foregoing will constitute Contractor's sole warranty with respect to the accuracy or completeness of the Services and the activities involved in its preparation, and is made in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

Question 25: Will the State consider adding the following provision: ***Acceptance:*** Receipt of a deliverable occurs when the deliverable is provided to the State. Receipt of services is deemed to occur when the State receives an invoice from Contractor for those services. Absent written notification of non-acceptance from State within five (5) business days of receipt, deliverables and services will be construed as accepted. Any such notice shall specify in reasonable detail the reasons such deliverable or service has been deemed unacceptable. If the notice of non-acceptance is not sufficiently detailed to allow Contractor to determine why such deliverable or service is unacceptable, Contractor may request in writing that the State provide additional information. The passage of ten (10) business days from the date of such request without the provision of such additional information shall constitute final acceptance of such deliverable or service by the State. Within fifteen (15) days of receipt of the State notice, Contractor shall, at its option, either correct the problems in such deliverable or service or present the State with a plan to fix such problems within a reasonable period of time under the circumstances. The deliverable or service shall be deemed accepted by the State after comments have been incorporated and the deliverable or service re-submitted. Acceptance by the State shall not be unreasonably withheld.

State Response to Questions 17-25: The P-37 is the State's standard contract. Any proposed modifications would take place during contract negotiations with the selected vendor and subject to BEA and New Hampshire Department of Justice approval.