

1. **Based on the response to question 23 from the June 30, 2010 Q&A, should the network operator assume that the responsibility for end-user sales will reside with ITD and EOPSS for the 559 State CAI's; and to wholesale-based ISPs and Last-Mile Service Providers for the remaining 833 connected CAI's....with the one exception that the Network Operator would be the default retail contact for those CAIs that are not serviced by these wholesale-based ISPs and Last Mile Service Providers?**

Yes

2. **If the answer to the preceding question is "Yes", what protocol was envisioned to determine that a non-state CAI was 'not able to obtain retail connectivity from a third-party service provider'?**

This process has not been determined. The MBI expects to deal with this during final contract negotiations with the Operator.

3. **If the answer to question 1 is "Yes", and the Network Operator is expected to function as the default retail organization for non-state CAIs 'not able to obtain retail connectivity from a third party service provider', can the Network Operator deal directly with those entities or must the Network Operator use a retail affiliate?**

The Network Operator must use a retail affiliate or a preferred retail partner. Please refer to the RFP, section 4.1.1.2 and 4.1.1.2.1.

4. **Should the Network Operator assume that the end-user trouble desk point-of-contact will be either ITD and EOPSS for the 559 State CAI's and the network's wholesale customers (ISPs and Last-Mile Service Providers) for the remaining 833 connected CAI's....applying to both transport and Internet access issues?**

Yes. Please refer to the RFP, section 4.1.5

5. **We are proceeding under the assumption that the 833 connected non-state CAI's are not bound to purchase services from the network. Is that correct?**

Yes

6. **At the point OADMs/ROADMs require capacity upgrades, e.g. to 40 or 100Gbps, what is the expectation of how these upgrades will be funded...the Network Operator, the CAPEX Upgrade Fund, or some other source?**

The CAPEX Upgrade Fund can be used for such upgrades.

7. **Pole Attachment Agreements are currently being negotiated by MTC/MBI. What working assumption that reflects the most likely outcome should be applied to the average Annual Per Pole Rental, and how many poles are anticipated for the aerial routes designed?**

Please refer to RFP Questions and Answers (posted 07/22/10), question 3.

**8. Is it a requirement that the selected Network Operator must offer dark fiber services?**

No. Please refer to the RFP, section 4.1.1.1.

**9. Is the amount of road/highway widening within the next 3-5 years expected to increase beyond historical levels.....in a manner that would trigger the relocation of aerial outside plant following construction of the proposed network?**

At the present time, the MBI has no reason to expect that the amount of road/highway widening would be outside of historical long term averages.

**10. Based on the area encompassed by the footprint of the proposed network, what per mile amount would you recommend to cover future road widening projects?**

Respondents should develop their own cost assumptions based on their own experience in regions similar to the MB123 service area and the Respondent's anticipated sales.

**11. Do the oversubscribed *Broadband -50* and *Broadband -100* services at their respective *Wholesale Services Pricing Caps* include Internet bandwidth?**

No.

**12. What role will the Operating Company have in specifying the fiber optic cables used in the Network?**

It is the MBI's intention to collaborate with the Operator and offer opportunities for the Operator to provide input on matters relating to the specification and selection of fiber, electronics and others matters related to the design and construction of the network. However, MTC will be in charge of the procurement process and any such procurement will be conducted competitively and in accordance with applicable state procurement laws. MTC will make all final decisions related to the design and construction of the network to promote the public interests related to the NTIA grant and the statutory mission of the MBI.

**13. What role will the Operating Company have in specifying the construction standards of the Network?**

It is the MBI's intention to collaborate with the Operator and offer opportunities for the Operator to provide input on matters relating to the specification and selection of fiber, electronics and others matters related to the design and construction of the network. However, MTC will be in charge of the procurement process and any such procurement will be conducted competitively and in accordance with applicable state procurement laws. MTC will make all final decisions related to the design and construction of the network to promote the public interests related to the NTIA grant and the statutory mission of the MBI.

**14. Will the operating company be able to quality inspect and test the fiber optic cables being installed in the separate construction initiative before assuming the operation of the network?**

We expect that there will be a formal acceptance of the network by MTC/MBI. We expect to negotiate the specifics of the Operator's involvement in the network acceptance process during the final contract negotiations and these requirements will subsequently be incorporated in to the design-build contract.

**15. Is there a lease associated with the MBI-owned fiber optic cable placed in the 1-1/4" innerduct on I-91? What are the specifics of this cable? Cable make-up? Loose tube/Ribbon? Manufacturer? Type of construction: Lashed or ADSS? Node Map: what criteria have been used to define a node as a; Major Node, Local Node and IPOP?**

The lease for the I-91 conduit has not been finalized and executed.

Major Nodes have the following services: SONET MSPP (OC-48), 10 Gig Ethernet, OADM (40 x 10 Gig).

Local Nodes have the following services: SONET MSPP (OC-48), 10 Gig-Ethernet IPOP is Internet Point of Presence at One Federal Street in Springfield and Boston. All other technical aspects of the I-91 cable can be discussed in final contract negotiations.

**16. 4.2.2.1 - define how POI is being used? Is it a node or an ipop?**

A Point of Interconnection refers to 23 locations spread throughout the MB123 service area that contain active electronics for operating the network, space for last mile ISPs to collocate and interconnect. These nodes, whose locations are shown in Figure 2 of the RFP, are described in RFP Questions and Answers (posted 07/27/10), question 10.

**17. Section 4.3.1 states that the operator will be responsible for assuming any annual lease obligations associated with IRUs for fiber routes to Boston. Has the state entered into agreements with providers of these services? Please provide a schedule of all fiber and property leases the Operator will be responsible for. Is the operator responsible for regen facility costs that are associated with the 307 leased fiber miles?**

Please refer to RFP Questions and Answers (posted 07/22/10), question 3.

**18. Section 4.3.4 – define "Fulfillment percentages"**

Fulfillment percentages means the percentage of service orders that are fulfilled on time. As a clarification, these are merely suggested example KPIs. As part of the submission process, the Respondent should propose sample SLAs and KPIs that the Respondent would be measured against if selected as the Operator of the MB123 network.

**19. Does the seeding or network equipment include the costs of associated EMS or NMS systems/software to monitor the network?**

It is assumed that the Operator will be able to use its existing support systems to monitor and manage the MB123 network.

**20. Confirm: the operator will be required to establish NNIs with other 3<sup>rd</sup> party providers in Springfield and Boston to make connections available.**

Yes

**21. Operator must also make network available to non-Municipal Entities? ie. Operator is required to allow access to the MBI network and then transport service from the connection point to Boston, Springfield, or *another network connection point*. Please define other network connection point?**

Please refer to the RFP, section 4.1.1 and 4.1.2, inclusive of their subsections.

**22. Who is responsible for the capital cost of the NNI? MBI, the Operator, or the 3<sup>rd</sup> party who wishes to connect?**

Please refer to RFP Questions and Answers (posted 07/22/10), question 1.

**23. What is included in the Co-location?**

Collocation includes the cost for a standard Cage in CAIs and POIs, if such facilities are available.

**24. On what basis will MBI select the specific equipment to be used? Is this a totally open RFP process? If so, who will be writing the RFP? Will winners of another RFP be precluded from bidding to provide/install the equipment?**

MTC/MBI, with input from the Network Operator and members of the project team, will administer a competitive procurement process to identify and select the most appropriate equipment to be used in the network. MTC/MBI also intends to leverage state vendor contracts, to the extent that appropriate equipment is available at prices and terms that offer the best value to MTC/MBI. Whether any firm that is selected under another RFP will

be precluded from bidding to provide/install the equipment will depend, in part, on the scope of services contained in the other RFP.

**25. Are there any state-specific licensing-related issues that an Operator should be aware of?**

The Department of Telecommunications and Cable (DTC) has general supervision, regulation of, and jurisdiction and control over the provision of telecommunications services when furnished or rendered for public use within the Commonwealth. The exact nature and applicability of particular state statutory and/or regulatory requirements will depend, in part, on the final Operating Agreement negotiated with the selected Respondent.

The answers to the following questions will be posted on Monday, August 2, 2010:

- 1. Will the Operator be responsible for paying property taxes for the cable on the network?**
- 2. 4.3.3 MBI selected service pricing. Is pricing based on contract term? Is there a minimum term?**