



OPENCAPe

Creating Regional Broadband Opportunities for Cape Cod and Southeast MA

PO Box 1148 West Barnstable, MA 02630-2148
(888) 253-2561 info@opencape.com www.opencape.com

June 21, 2011

The OpenCape Corporation is seeking qualified Respondents or groups of Respondents to respond to this request for proposals (RFP) for the design, build and operation of a Data Center within the OpenCape Regional Collocation Center in Barnstable, MA.

Project Timeline – *all dates are subject to change at OpenCape's discretion*

- **June 21, 2011** – RFP released
- **June 29, 2011** – Mandatory Bidders Conference at 10:30AM
- **July 8, 2011** - Written inquiries due by 4:00pm
- **July 14, 2011** – RFP inquiry responses posted to the OpenCape web site by 4:00pm
- **August 3, 2011** – RFP response due by 4:00 pm
- **August 17-18, 2011** – Finalist Interviews
- **August 19, 2011** - Respondent Selection
- **Aug/Sep, 2011** -Contract Negotiation and Completion

This letter contains:

- A Request for Proposals (RFP)

RFP Response:

A response will not be deemed received until OpenCape has received six (6) bound hard copies of a Respondent's response. Hard copies shall be sent by regular mail to OpenCape, P.O. Box 1148, Barnstable, MA 02630-2148 or hand-delivered or sent by overnight delivery to OpenCape, C/O Cape Cod Commission, 3225 Main Street, Barnstable, MA 02630. Faxed or telephone proposals will not be accepted. An electronic copy should be either emailed to info@opencape.com, or provided on a USB "stick drive" or CD-ROM with the hard copies. Respondents assume the risk of the methods of dispatch or delivery chosen.

Sincerely,

Daniel J. Gallagher, CEO

REQUEST FOR PROPOSALS

**Design, Build and Operation of the OpenCape
Regional Data Center**

RFP # 2011-6-001

**OpenCape Corporation
P.O. Box 1148
Barnstable, MA 02630-2148
www.opencape.com**

**Contact: Gary Delius
gdelius@opencape.com
(Please reference RFP # in subject line of correspondence)**



1. Overview

The OpenCape Corporation is a 501 (C)3 non-profit corporation dedicated to improving the broadband network infrastructure on Cape Cod and in the southeast Massachusetts region.

The OpenCape Corporation announced on March 2, 2010 that it was awarded a \$32 million Broadband Technology Opportunity Program (BTOP) grant by the National Telecommunications and Information Administration (NTIA) from American Recovery and Reinvestment Act (ARRA) stimulus funds. The \$32 million BTOP grant is being combined with matching funds totaling \$8 million from the Commonwealth of Massachusetts, a private network operating partner, and Barnstable County to construct a comprehensive middle mile network to support the economic, educational, public safety and governmental needs of the southeast Massachusetts region.

The OpenCape system will consist of a core fiber backbone on Cape Cod with extensions to two major regional network connection centers in Providence, RI and Brockton, MA, numerous fiber optic laterals extending off of the backbone, and a high capacity optical transport system (collectively, the “OpenCape Network”), a microwave radio overlay (the “Microwave Component”), a 700 Mhz mobile public safety radio system (the “Public Safety Component”), and a regional collocation center component (the “Regional Collocation Center”). The OpenCape Network, the Microwave Component, the Public Safety Component, and the Regional Collocation Center together make up the “OpenCape System.” All of these elements combine to provide a robust, high capacity comprehensive communications infrastructure.

The Regional Collocation Center will be the focal point of network operations, aggregation of services, and Data Center type services. The ground floor of the Regional Collocation Center shall have an approximately 2,500sqft collocation and data center (the “**Data Center**”) that will provide leased collocation space and services for public and private organizations in the region. The design, construction and operation of the Data Center is the subject of this RFP.

Barnstable County has partnered with OpenCape to improve broadband in the region. The County has contributed a 25 year lease of the former Barnstable County Public Safety Building at 3195 Main Street, Barnstable, MA 02630 as part of the match to OpenCape’s BTOP federal grant.





Approximately 9,000 sqft of this three story, approximately 11,000sqft building, will be renovated to useable space by OpenCape Corporation to become the Regional Collocation Center. RFP 2011-3-001 “Construction Management Services” was issued on March 7, 2011 for the general renovation of the building. The general renovation will bring the building up to code and compliance with current laws and regulations. The construction of the Data Center in the ground floor is the subject of RFP 2011-6-001 “Design, Build and Operate the OpenCape Regional Data Center.”

The general renovation of the former public safety building will begin in June, 2011 and be completed in January, 2012. OpenCape intends the overlap of RFP 2011-03-2011 and RFP 2011-6-001 to create the opportunity for collaboration and coordination between the two Respondents.

This request for proposals (RFP) solicits responses from Respondents for both the Data Center **Design and Build**, and the Data Center **Operation**. OpenCape seeks and prefers a combined response to both components, but shall negotiate the contracts associated with an award separately.



The Design and Construction Contract shall be issued prior to the Operation Contract. It is OpenCape’s desire and intent to award these contracts to a single Respondent; however, negotiation of the Operation Contract will require additional time and therefore shall be negotiated separately from the Design and Construction Contract. A DRAFT Operating Contract is provided with this RFP in order to accelerate the contract negotiation process. OpenCape reserves the right to decouple the Design and Construction Contract from the Operation Contract at its sole discretion.

This request for proposals provides information and requirements for responses from interested firms, as well as information and requirements for interviews, to which several qualifying firms may be invited.

This RFP is not intended to limit a Respondent’s creativity in suggesting ideas to accomplish the goals of OpenCape. **Innovative ideas and new concepts are welcome and encouraged, particularly with regard to Data Center energy management and efficiency.** Please indicate any other value-added arrangements, unique business features, sponsorship arrangements,



special services, discounts or terms and conditions that might suggest solutions for the needs of OpenCape.

2. Evaluation Process and Criteria

All Respondents shall submit their response using Appendix B (Submittal Requirements) as a template.

Responses will be evaluated on the degree to which they help OpenCape meet the specific requirements of this RFP. We will look at the following dimensions of each response:

- Scope of services – Proposal responses will be evaluated based upon the completeness of their ability to Design and Build the Data Center, and to Operate the Data Center effectively in a comprehensive manner to most fully develop and grow the available services offered.
- Expertise – Evaluations will include demonstrated competency in all of the required services.
- Timeliness – The ability to begin work with OpenCape promptly and complete the Design and Build of the Data Center and achieve full operational capability and integration with the OpenCape Network before January 1, 2013.
- Cost and Sustainability – Proposals will be evaluated based upon the overall value of the Design and Build proposal, the Data Center revenue sharing model, the services proposed for customers, the commitment to non-profit and government discounts, and the Respondents' ability to execute a comprehensive model of business development in operating the Data Center.
- Changes to Operating Agreement Terms - Proposals will be evaluated based on any changes requested to the DRAFT Operating Agreement attached hereto as Appendix F.

Proposals will be evaluated on the assumption that the RFP response offers the Respondent's most favorable terms to OpenCape. Notwithstanding any other provision of this RFP, OpenCape expressly reserves the right to negotiate with any Respondent, using the Respondent's RFP response as a basis for obtaining best and final offers prior to contract award.

The Respondent should be aware that time is of the essence. By submitting a response the Respondent agrees to negotiate in good faith with OpenCape to complete and finalize a contract in a manner consistent with the Project's timeline.



2.1. Evaluation criteria

OpenCape Corporation will generally employ a qualifications-based selection process in determining which firms it wishes to consider further. The following criteria will be used in the evaluation committee's review of submittals:

- Firm's general experience
- Firm's relevant similar project experience
- Firm's Data Center design and construction expertise
- Firm's Data Center operation experience
- Firm's description of the Data Center technical requirements and costs of design and construction
- Firm's description and pricing models of services to be offered in the Data Center
- Firm's expertise in developing and understanding programmatic requirements of OpenCape Corporation.
- Firm's ability to comply with the proposed project schedule.
- Firm's capacities and financial capabilities.
- Firm's experience with federally funded projects and reporting criteria
- Firm's experience in working on Cape Cod
- Firm's capacity for working collaboratively with OpenCape's general renovation contractor
- Firm's commitment to making local residents and sub-contractors as well as Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone Small Businesses, Small Disadvantaged Businesses (SDBs) Woman-Owned Small Businesses (WOSBs), Historically Black Colleges/Universities or Minority Institutions (HBCU/MIs), Minority-Owned Businesses (MOBs), or Local (SE Mass) Businesses (LBs) a priority in the hiring and contracting for the project.

2.2 Operating Terms

OpenCape has appended a DRAFT Operating Agreement (Appendix F) to this RFP for the operation of the Data Center. This document will form the basis of the ten year Operating Agreement that OpenCape intends to execute with the successful Respondent. It is provided for the benefit of all Respondents so that they may know the contractual relationship that will be established with OpenCape. Including it in the RFP is in part done to ensure the rapid completion of contract negotiations with the successful Respondent.



Respondents shall take note of the requirements of the Operating Agreement, particularly as they relate to compliance with federal and state law, regulations, and grant award compliance, auditing, and other requirements. A response to this RFP must include an acknowledgement that the Respondent understands and accepts these requirements (Appendix D).

Respondents may submit alternative language regarding specific items of concern with their RFP response in order to accelerate the contract negotiation process. Expression of no concerns or requests for changes will indicate acceptance of the Operating Agreement as provided.

The Respondent agrees to negotiate in good faith with OpenCape to achieve definitive written documents necessary to effectuate the transactions contemplated in a manner consistent with the Project's timeline.

2.3 Liability for Costs Incurred for Proposal Preparation

OpenCape is not, and shall not be, liable or responsible for any costs or expenses incurred by a proposing firm in the investigation, preparation, submission and production of a proposal, for expenses for any retained consultants, or for any work performed by the proposing firm prior to the final execution of agreements. All such costs and expenses are the sole and absolute responsibility of the proposing firm.

2.4 Right of Evaluation

Once proposals are submitted and reviewed by OpenCape, OpenCape may select a short list of firms to interview. After the interview process, OpenCape will select a Respondent(s) and begin negotiations to finalize a contract for services. If OpenCape cannot negotiate a contract successfully with the selected Respondent(s), the next highest-ranking Respondent(s) will be contacted and negotiations will begin. The process will continue until a mutually agreeable contract is finalized between OpenCape and the selected Respondent(s).

Notwithstanding any other provision of this RFP, OpenCape expressly reserves the right to:

1. Conduct discussions with any or all Respondents for the purpose of clarification of proposals;
2. Waive, or decline to waive, any insignificant defect or informality in any proposal or proposal procedures;
3. Accept, reject, or negotiate any or all proposals or the terms of any proposal, or any parts thereof, for the purpose of obtaining the best and final offer;
4. Cancel or amend this RFP or issue other requests for proposals;



5. Select a Respondent or Respondents based on OpenCape's analysis and evaluation of proposals submitted.
6. To request presentations of proposals if OpenCape feels further information is appropriate to the decision-making process.
7. Select no proposals at all, and
8. Select more than one Respondent.

OpenCape reserves the right to select and enter into a contract with a Respondent that provides the best qualified response that is most beneficial to OpenCape's goals. At its discretion, OpenCape may elect not to pursue an Agreement for any of the services requested in this RFP, or to pursue an Agreement with one or more respondents for some or all of the requested services.

By executing the Officers Certification and Acceptance Form (Appendix D), Respondent acknowledges, understands and agrees to be bound by the procedures set forth in this RFP and agrees that it is compliant with them, and agrees that OpenCape shall not be liable under any circumstances for the subsequent disclosure of any materials submitted to it by Respondent pursuant to this RFP.

It is the policy of OpenCape that contracts are awarded only to responsive and responsible Respondents. In order to qualify as responsive, the Respondent must respond to the requirements of the RFP in a complete and thorough manner. In order to qualify as responsible, the Respondent must demonstrate the availability of adequate resources and staffing and the necessary experience, organization, qualifications, skills and facilities to fulfill the requirements of this RFP. Any proposal determined to be non-responsive to this RFP, including instructions governing the submission of proposals, will be disqualified without evaluation unless OpenCape determines that the noncompliance is insubstantial.

Unless otherwise specified in this RFP, all communications, responses, and documentation must be in English, and all cost proposals or figures in U.S. currency.

Respondents are prohibited from communicating directly with any employee of OpenCape except as specified in this RFP during the RFP process, except as provided for under Section 2.6, "Questions Regarding RFP."

OpenCape 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.



If a Respondent is unable to meet any of the specifications required in this RFP, 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 RFP specification. OpenCape will determine if a proposed alternative method of performance achieves substantially equivalent or better performance.

All proposals submitted become the property of OpenCape; they will not be returned and may be released in whole or in part as required by applicable law, including the requirements of granting authorities, the Freedom of Information Act, and Massachusetts General Laws. Pricing and other information that is an integral part of the proposal cannot be considered confidential after an award has been made.

A Respondent may withdraw its proposal prior to the RFP response deadline. Proposals received after the deadline will not be considered. Proposals will be opened and reviewed internally at the convenience of OpenCape.

The proposal constitutes an offer by the Respondent to do business with OpenCape under (at a minimum) the terms, conditions and pricing gathered from the Respondent in response to this RFP, and such offer shall remain open and irrevocable for a time period of ninety (90) days after receipt. In the event a contract is awarded to a Respondent, OpenCape, at its option, may incorporate all or parts of a Respondent's proposal and any or all answers and information contained within that proposal into the final agreement between the successful Respondent and OpenCape.

Any information released either verbally or in writing prior to the issuance of this RFP shall be deemed preliminary and not binding upon OpenCape in any manner.

OpenCape reserves the right to use any and all concepts presented in any proposal to obtain the most beneficial and effective path to achieving its desired goals for the project. Selection or rejection of proposals shall not affect this right. All proposals will be evaluated pursuant to the criteria set forth herein, and, at OpenCape's discretion, an award made to the Respondent(s) who demonstrates the best ability to satisfy the scope of work in the most timely and cost effective manner within the context of OpenCape's goals.

By submittal of a proposal, a Respondent attests to have read, understood, and agreed to all requirements, terms, and conditions in this RFP, including any and all attachments, exhibits, appendices and addendum.

A Respondent must be properly licensed and registered and in good standing as required by the Commonwealth of Massachusetts as necessary to complete the scope of work contained in this



RFP and be able to secure the required bonds discussed in this RFP. Each Respondent may, before submitting a proposal, examine sites to determine the extent of work involved and the conditions under which the work would be performed. The submission of a proposal will be construed as evidence that such an examination has been made, and no subsequent allowance will be made in this regard on behalf of the Respondent for any error or negligence on its part.

Respondents must identify any conflict of interest that may arise from providing services to OpenCape. OpenCape reserves the right:

1. to disqualify any Respondent or reject any proposal at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented;
2. to require the Respondent to take any action or supply information necessary to remove the conflict; or
3. to terminate any contract arising from this solicitation if any such relationship would constitute or have potential to create a real or perceived conflict of interest that cannot be resolved to OpenCape's satisfaction.

2.5 Response Requirements

A response will not be deemed received until OpenCape has received six (6) bound hard copies and one (1) electronic copy of a Respondent's response. Hard copies shall be sent by regular mail to OpenCape, P.O. Box 1148, West Barnstable, MA 02630-2148 or hand-delivered or sent by overnight delivery to OpenCape, C/O Cape Cod Commission, 3225 Main Street, Barnstable, MA 02630. Faxed or telephone proposals will not be accepted. An electronic copy should be either emailed to info@opencape.com, or provided on a USB "stick drive" or CD-ROM with the hard copies. Respondents assume the risk of the methods of dispatch or delivery chosen.

2.6 Questions Regarding RFP

All potential Respondents are REQUIRED to attend the bidders conference on **June 29, 2011, at 10:30M** at the OpenCape Collocation Center building on the Barnstable County Complex in Barnstable, MA. This will also afford the opportunity to examine the building and the ground floor space designated for construction of the Data Center.

The mandatory Pre-Proposal Conference will generally cover the following items:

- General Description of the Project
- General Description of Owner and the intended users of the co-location facility
- General Description of the RFP process, including the Best Value approach
- General Description of expected services



- Questions and other Discussion
- Examination of the building and surrounding grounds

Any questions regarding this RFP should be submitted electronically no later than **4:00PM on July 8, 2011** to the following e-mail address: info@opencape.com. Please include the RFP number in the subject heading.

All questions received by the deadline, along with the corresponding responses, will be posted to the OpenCape website (<http://www.opencape.com/contracts-and-requests-for-proposals>) at the end of the business day on **July 14, 2011**.

2.7 Availability of Proposals

Any items that the Respondent wishes to cover under a non-disclosure agreement should NOT be included in this response.

2.8 Timeline and Due Dates

Project Timeline – *all dates are subject to change at OpenCape's discretion*

- **June 21, 2011** – RFP released
- **June 29, 2011** – Mandatory Bidders Conference at 10:30AM
- **July 8, 2011** - Written inquiries due by 4:00pm
- **July 14, 2011** – RFP inquiry responses posted to the OpenCape web site by 4:00pm
- **August 3, 2011** – RFP response due by 4:00 pm
- **August 17-18, 2011** – Finalist Interviews
- **August 19, 2011** - Respondent Selection
- **Aug/Sep, 2011** -Contract Negotiation and Completion

3. Scope

The scope of services is provided in Appendix A of this document.

4. Attachments

The following attachments are provided as supplemental materials about the project for your firm's review and use in preparing your submittal. The attachment is available on the OpenCape web site at <http://www.opencape.com/contracts-and-requests-for-proposals> :

- Existing Building Floor Plans dated 9/20/71





Appendix A: Scope of Work

1.0 SCOPE OF SERVICES

The successful Respondent will, on behalf of OpenCape, design and build a Data Center within the ground floor level of the OpenCape Regional Collocation Center. OpenCape intends to create a Data Center of the highest possible reliability, redundancy and capacity while balancing site and budgetary considerations.

The Data Center shall be designed and constructed to offer standard collocation services (e.g. partial rack, rack, and cabinet leasing) within the facility as well as managed services such as disaster recovery, data storage and backup, security, monitoring, reporting, and application hosting.

The facility shall be constructed and operated in a manner that will attain certification by the American Institute of Certified Public Accountants (AICPA) under Statement on Standards for Attestation Engagements (SSAE) 16 (replaced SAS 70), the Payment Card Industry Security Standards Council Data Security Standard, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules.

The successful Respondent shall be guided in design and construction by the Telecommunications Industry Association (TIA) Standards for Data Centers TIA-942 and subsequent updates ANSI/TIA-942-1 and TIA-942-2, the ANSI/BICSI 002-2011 "Data Center Design and Implementation Best Practices," the 2008 American Society of Heating, Refrigerating and Air-Conditioning Engineers Environmental Guidelines for Datacom Equipment, the U.S. Department of Energy "Best Practices Guide for Energy-Efficient Data Center Design, the American Society of Heating, Refrigerating and Air-Conditioning Engineers Environmental Guidelines for Datacom Equipment, and relevant National Fire Protection Association (NFPA) Standards,"

This scope of services sets forth the broad design characteristics of the Data Center. This scope of services is not a comprehensive specification, but only lays the foundation of requirements, constraints and goals that will guide the detailed design that the successful Respondent will perform and OpenCape will approve prior to the Respondent constructing the facility.

The successful Respondent shall:

- manage all aspects of the project design and construction to include but not limited to the following:



- permitting of the project
 - space configuration and equipment layout
 - energy/power infrastructure and systems
 - auxiliary power infrastructure and systems
 - energy efficiency and cogeneration
 - climate control/HVAC
 - cabling (demarcation, horizontal, cross-connect, management)
 - fire detection, prevention, and suppression
 - security systems/access and monitoring
 - access and installation logistics (ramps, doorways, etc.)
 - lighting and environmental systems
 - equipment procurement and installation (HVAC, UPS, PDU, racks, etc.)
 - operations space (1st floor) outfitting and integration with ground floor
 - remote management and monitoring systems
 - Redundant systems (utility feeds, network providers, etc.)
 - Integration with the OpenCape Network
 - testing and acceptance
- coordinate all design and specifications development with OpenCape and stakeholders OpenCape designates such as the Cape Cod Light Compact and Barnstable County;
 - provide final design and specification plans to OpenCape for approval prior to construction;
 - provide a construction budget to OpenCape for approval prior to construction that shall be agreed as the Guaranteed Maximum Price of the project;
 - manage the project plan for all aspects of the project, including resource requirements, risk management, schedule, communications, issues, cost management and tracking;
 - develop and write RFPs or bid documents for services such as architecture, engineering, construction, equipment purchase and outfitting, and related sub-contracting;
 - review, validate, and report cost estimates on a regular basis to OpenCape;

The successful Respondent shall operate the Data Center for a period of ten years upon construction completion under an Operating Agreement provided in draft form as Appendix F.

1.1 Technical and Supporting Information and Requirements

The work intended by this RFP is expected to begin after, but occur in parallel with the general building renovation to be performed by a Construction Manager selected under RFP 2011-3-001 that was issued by OpenCape on March 7, 2011. The successful Respondent to this RFP will be expected to work closely with the Construction Manager chosen by OpenCape to perform the general renovation of the building. The Construction Manager will renovate the



building to all current codes, including without limitation, the Americans with Disabilities Act (ADA) requirements, to include an elevator. The general renovation of the future OpenCape Regional Collocation Center is expected to begin in June, 2011.

The following technical information is provided to assist the Respondent in understanding the broader context of the scope of work:

1. The building shall be generally renovated by the previously selected Construction Manager into the following spaces:
 - a. Ground Floor: This floor, consisting of approximately 2500sqft, will undergo demolition by the Construction Manager and prepared for the successful Respondent of this RFP to construct the Data Center. The Construction Manager will coordinate with OpenCape and its successful Respondent to this RFP to prepare and configure the space for the follow-on construction of the Data Center. Very little or no administrative or operations space is envisioned for the Ground Floor in order to maximize equipment space.
 - b. First Floor: The East Wing will be the OpenCape Corporation's operations center and offices. The West Wing will include the operations centers for both the Network Operator and the Data Center Operator, as well as shared conference room space. The central portion of this floor will have common use kitchen, restrooms, recycling, and supply areas for all tenants.
 - c. Second Floor: The second floor will become the Barnstable County Regional Umbrella Services Support Center. The space will largely be made up of office and cubicle space.
2. The Ground Floor shall have independent power, auxiliary power, fire suppression, HVAC, and access control systems. The First and Second Floors shall use existing power service and HVAC, and receive auxiliary power from an in place generator, with the exception of the Network and Data Center Operations spaces on the 1st floor. Those two spaces shall be integrated with the Ground Floor systems. The general renovation Construction Manager shall prepare access conduits and external power pads, and perform utility coordination for the Ground Floor power services.
3. There is currently a radio transmitter room in the ground floor east side associated with a nearby communications tower. This space shall be left intact and undisturbed. An adjacent communications area will be walled off and isolated from the OpenCape spaces by OpenCape's Construction Manager. Telephone interconnects and County Campus fiber optic network circuits of the building will be marked, protected and maintained throughout construction, as well as all existing telecommunications "out" buildings that are adjacent to this building must remain undisturbed.



4. The Ground Floor space will offer an opportunity for segregation of the space into low, medium, and high density computing and dense storage when designing power and HVAC systems.
5. OpenCape anticipates approximately 2000sqft of floor space will be useable for rack space, permitting approximately 80-100 useable racks. For planning purposes OpenCape estimates the facility, at full capacity, will consist of approximately 50% of the racks operating at less than 10kW per rack for critical and supporting loads, approximately 25% of the racks operating at 11-20kW per rack, and approximately 25% of the racks operating in excess of 20kW per rack.
6. The Data Center shall have a distinct space for telecommunications companies to physically connect to one another and exchange data without incurring local loop charges, commonly referred to as a "meet me room" (MMR). Installation of large amounts of Data Center customer equipment in the MMR should be discouraged; however, accommodation of multiplexing equipment to enable customers to create a single connection between their MMR equipment and the rest of their equipment in the building is required.
7. The successful Respondent will provide all necessary Architectural and Engineering services (including but not limited to civil, structural and MEP/FP engineering services) to complete the programming, design, and complete construction documents for the proposed Data Center. The design professionals shall provide design affidavits and construction administration services as required for controlled construction.
8. It is expected that the Architect and Engineers will provide complete biddable plans and specifications, complete with the professional stamps, affidavits, and other code compliant documentation such as energy code analysis, in conformance with the current edition of the Commonwealth of Massachusetts building code.
9. All purchasing and subcontracting will be accomplished consistent with the criteria OpenCape Corporation develops and provides the selected Respondent to satisfy federal grant requirements. Sub-Respondents will also be required to provide documentation of work, personnel, and other costs that will satisfy federal granting authorities as indicated in Appendix C.

1.2 Power and Electrical



1. To provide the highest level of reliability OpenCape intends dual tri-phase power paths fed from separate power grids/substations if available and achievable within budget constraints. Two power pads and associated conduit and equipment shall be constructed to accommodate the delivery of required power to the Data Center. Each power pad shall be rated for at least fifty percent (50%) of the facility's peak capacity (estimated at 1200Amp/480V service, but preferably one hundred percent (100%) of the facility's peak capacity if available and achievable within budget constraints. At least one pad shall have a transformer installed and available for service at the completion of construction. The second pad shall be ready to accept a second transformer for the dual path feed when available from the power utility.
2. Actual power needs of the datacenter will ultimately be determined by customer demand and technology. The design and construction will create infrastructure to and within the facility for 1MW of total Data Center demand and outfit the facility with equipment for an initial anticipated 500kW of total Data Center demand.
3. The facility shall be designed to achieve at full capacity a Power Usage Effectiveness (PUE) ratio below 1.6.
4. Construct two pads and install all conduit and necessary equipment to accommodate generators that can provide 100% of the facility's load at full capacity.
5. Provide one generator capable of carrying 100% of the facility's projected load at 50% of Data Center capacity, including air conditioning, lights, and security systems, without exceeding 80% of the generator's capacity. Generator should conform to all Federal, State, and Local regulations and guidelines for its operation and service. Appropriately sized automatic transfer switching shall be provided. Visual and sound impact reduction will be a major focus in generator selection, placement, and installation.
6. Provide an uninterruptable power supply system infrastructure that is scalable as facility demand increases to 1MW of uninterruptable power supply and install 500kW of uninterruptable power supply.
7. Provide power distribution unit (PDU) infrastructure that is scalable as facility demand increases and install PDU equipment appropriate to the power and UPS capacity installed.
8. Conform to all National Electrical Code, and Commonwealth of Massachusetts and local codes and regulations with regard to all power and electrical work.

1.3 Energy Management

The successful Respondent shall make energy management, efficiency, and conservation a major objective of design. The Department of Energy "Best Practices Guide for Energy-



Efficient Data Center Design” shall be used as a guide and its recommendations followed where practical. In addition, the successful respondent shall work collaboratively with the Cape Cod Light Compact to develop a program of energy efficiency that is most effective in reducing operational energy consumption and obtaining incentive funding.

Design and Operation of the Data Center shall incorporate technologies, practices, and standards that promote efficient energy consumption through the following techniques to include, but not limited:

1. Configuring the Data Center into three spaces where equipment with similar heat load densities and temperature requirements are grouped together.
2. Direct use of waste heat for low temperature heating applications such as preheating ventilation air for first and second floor heating.
3. Use of external free air cooling techniques.
4. Avoiding oil warmers for generators by using natural gas generators.
5. Direct use of waste heat from the Data Center for generator block heaters.
6. Optimizing the UPS system to operate at a high load.
7. Thermal containment strategies that incorporate hot and cold aisle cooling techniques with enclosures and blanking panels in cabinets
8. Use of virtualization to increase density of servers.
9. Variable speed fans as opposed to a standard constant speed fan for server internal cooling component.
10. Use of Network Attached Storage (NAS) and Storage Area Networks (SAN).
11. Use of active energy management measures to reduce network equipment energy consumption through such measures as idle state logic, gate count optimization, memory access algorithms and Input/Output buffer reduction.
12. Use of high efficiency power supplies in all servers that meet the recommended efficiency guidelines of the Server System Infrastructure (SSI) Initiative.
13. To manage Data Center energy use, it must be fully instrumented to meter the demands of all service utilities with submetering for all major system energy consumers. The system should measure and track the entire Data Center energy profile, including water use, cooling water energy BTUH, power distribution units, power panels serving HVAC equipment, central plant systems, lighting, etc. The system should also monitor weather conditions at the site: dry bulb temperature, dew point, and wind speed. On the floor the system will monitor server cabinet inlet temperature, room dew point, server cabinet hot isle temperature, and building pressure relationships. The control system



will monitor system and equipment alarm conditions and initiate operation of backup systems when component failures occur.

1.4 Access Control and Security

The successful Respondent shall implement robust security technologies and systems during the design and construction phase and establish and implement robust policies and procedures during operation, to include, but not limited to the following:

Design and Construction

1. The exterior perimeter walls, doors, and windows shall be constructed of materials that provide Underwriters Laboratories Inc. (UL) rated ballistic protection.
2. Physical protection barriers that protect the facility from intruders.
3. Windows, walls and doors into and within the Data Center, such as the lobby area and other entrance mechanisms, shall be protected by explosion resistant materials and bullet proof or bullet resistant glass.
4. The Data Center's security systems should be functioning at all times, complete with uninterruptible power supply (UPS) and generator power for ensuring its continuous operation.
5. The Data Center shall have a man trap that allows for secure access to the Data Center "floor".
6. Access to all entry points into and within the Data Center should be protected by electronic access control mechanisms which allow only authorized individuals to enter the facility. Included within the framework of electronic access control should also be biometric safeguards, such as palm readers, iris recognition, and fingerprint readers.
7. All exterior doors and sensitive areas within the facility must be hard wired with alarms.
8. The facility shall have a mixture of security cameras in place throughout all critical areas, both inside and out, of the Data Center. This should include the following cameras: Fixed and pan, tilt, and zoom (PTZ), and motion activated cameras.

Operation

1. Security staffing and monitoring at all times to perform the following duties:
 - a. monitor intrusion security alarm systems
 - b. dispatch mobile security officers to emergencies
 - c. prevent unauthorized access
 - d. controlling access to the Data Center by confirming identity
 - e. issue and retrieve access badges
 - f. respond to telephone and radio communications



- g. response and resolution to security alarms
 - h. scheduled and unscheduled security inspections
 - i. enforcement of no food or drinks in the Data Center
 - j. enforcement of no unauthorized photography policy
 - k. fire and safety patrol inspections.
2. Any individual requesting access to the Data Center should be enrolled in a structured and documented provisioning process for ensuring the integrity of the person entering the facility.
3. All visitors must be properly identified with a current, valid form of identification and must be given a temporary facility badge allowing access to certain areas within the Data Center. This process must be documented in a ticketing system.
4. Periodic checks should be done on employees and customers regarding badge access and equipment ownership.
5. Management should have documented contact information for all local law enforcement officials in the case of an emergency.

1.5 Fire Protection

A fire detection, prevention and suppression system shall be designed, constructed and operated in accordance with the National Fire Protection Association (NFPA) 75: Standard for the Protection of Information Technology Equipment and local, state, and federal codes and regulations.

The Data Center shall have a very early warning aspirating smoke detection system with continuous air sampling, photoelectric, and ionization detection systems.

A fire suppression system, suitable for the Data Center shall be installed in accordance with NFPA 75 and other appropriate standards to include NFPA 13: Standard for the Installation of Sprinkler Systems and/or NFPA 2001: Standard on Clean Agent Fire Extinguishing Systems, and/or NFPA 750: Standard on Water Mist Fire Protection Systems.

A water based fire suppression system shall be dual-alarmed, dual-interlock, multi-zoned, pre-action, dry-pipe, water-based fire suppression system armed with sensory mechanisms to sample the air and give alarms and allow manual interruption prior to pressurization.

The energy management system shall have the capability to permit shut down of power to individual racks, groups of racks, or cages.



An emergency power off (EPO) shall be installed in appropriate controlled spaces negotiated with local fire authorities to reduce the risk of accidental or malicious power interruption in accordance with the National Electric Code.

The Data Center shall have appropriate types, numbers and deployment of portable fire extinguishers.

Cable openings or other penetrations through required fire-rated assemblies shall be fire stopped with a listed fire-stopping material in accordance with NFPA 75.

The equipment area of the Data Center shall be separated from other occupancies within the building by fire-resistant rated construction.

The Data Center shall not be located below or adjacent to areas or other structures where hazardous processes are located unless approved protective features are provided.

The interior walls, ceiling, and floors of the Data Center shall comply with NFPA 101 Life Safety codes.

Existing plumbing and plumbing on the first and second floor shall be routed away from the Data Center to prevent a leak that could damage Data Center equipment.

Where any pass-throughs or windows are provided in any fire-rated wall each opening shall be equipped with an automatic fire-rated shutter or a fire-rated window of equal rating to the wall. The shutter shall be operated automatically by the presence of either smoke or fire on either side of the wall.

Air ducts shall be provided with automatic fire and smoke dampers where the ducts pass through fire-resistant rated construction.

A system to detect the presence of leaking or collecting water shall be installed. Systems such as drip pans to protect equipment from leaks or condensation shall be installed where practical. A system to drain water from the Data Center to the exterior of the building shall be constructed.

All wiring used in the Data Center shall be fire resistant, plenum grade material clearly stamped on the wiring jacket.



1.6 Environmental Control

The design and construction of climate control systems shall be in accordance with TIA-942 and The American Society of Heating, Refrigerating and Air-Conditioning Engineers Environmental Guidelines for Datacom Equipment. The climate control system shall be designed and constructed to meet the following parameters at the equipment inlet when the Data Center is at full capacity:

Low End Dry Bulb Temperature: 18C (64.4F)

High End Dry Bulb Temperature: 27C (80.6F)

Low End Moisture: 5.5C Dew Point (41.9F)

High End Moisture: 60% Relative Humidity & 15C Dew Point (59F DP)

The climate control system shall provide N+1 redundancy.

The Data Center has inadequate floor-to-ceiling clearance to permit a raised floor. Climate control systems that rely on a raised floor are not feasible in this Data Center.

The climate control may be a traditional Computer Room Air Conditioning (CRAC) refrigerant based system, Computer Room Air Handling (CRAH) system with chiller system or more modern liquid cooling units, geothermal system, evaporative towers, or a combination of systems if suited to the requirements of the Data Center; however, the exterior footprint and noise generation of equipment is a major consideration of design. Systems of high capacity and low footprint will be required.

Efficiency techniques shall be a major focus of climate control design and construction to include, but not limited to

1. outside air economizer (free air) techniques;
2. indirect evaporative cooling of chilled water;
3. fan array technology;
4. electronic server cabinet hot and cool aisle containment;
5. provision to support liquid cooled cabinets;
6. adiabatic direct air evaporative cooling and humidification;
7. configuration of low, medium and high density and heat load spaces;
8. direct use of waste heat for preheating ventilation air for first and second floors;
9. direct use of waste heat from the Data Center for generator block heaters.

A static control system, to include anti-static flooring, shall be designed and implemented.



External noise reduction shall be a major focus of design and construction, to include but not limited to containment and sound absorption around air conditioning compressors and condensers.

External equipment foot print minimization and general external visual and sound impact minimization shall be a major focus of design and construction.

1.7 Cable, Network and Communications Facilities

The following networking and data cabling practices shall be implemented:

1. Data cabling shall be installed and tested in accordance with industry standards and best practices listed in the American National Standards Institute (ANSI)/Telecommunications Industry Association (TIA)-568 family of Telecommunications Standards;
2. Data cabling routed outside of cabinets shall be protected and contained, using solutions such as cable trays, flexible conduit, J-hooks, etc.;
3. Data cabling routed within or between bayed cabinets shall be done in a manner so as to not inhibit air flow through the cabinet. Cabling within a cabinet shall be dressed in such a way as to enhance air flow through the cabinet; Twisted-pair and fiber panels shall be labeled, and all cables shall be labeled at both ends, including twisted-pair and fiber patch cords;
4. Cabling, cable lengths, and terminations shall meet current Building Industry Consulting Service International (BICSI) cabling and termination standards.

The successful Respondent shall integrate the OpenCape Network with the Data Center in collaboration with CapeNet IIc.

The successful Respondent shall integrate the first floor Network Operator and Data Center Operator operations spaces with the Data Center.

The successful Respondent shall integrate the first floor operating spaces of the OpenCape Corporation and the second floor Barnstable County Regional Umbrella Services operations center with the Data Center.



Appendix B: Submittal Requirements

Responses to this Request for Proposal must include the following information in sections as numbered below:

All respondents should provide proposals in the following format:

1. Cover Letter: Indicate your firm's interest in the project. Include company name, address, contact name, email, and phone. Provide detailed contact information requested in Appendix D.

2. Overview of Respondent(s): Include company(s) history, number of employees by discipline, company locations, location of office where this project will be managed, location of primary workforce, plans to procure additional resources or sub-contractors for this project, length of time your firm has provided similar services, and other relevant information.

3. Project Team: Identify the leadership for this project within your organization. Respondent should identify in-house and subcontracted functions to include the names of companies that will be sub-contracted if known. Include resumes for staff that will perform design and construction as well as the maintenance and operation of the Data Center. Provide an organizational summary identifying all team members, relationships and responsibilities throughout various phases of the project.

4. Experience: Provide a detailed description of the Respondent's experience in the design, construction and operation of Collocation and Data Centers. Describe specific experience with standards cited in this document and implementation of efficiency practices and technologies to reduce energy consumption. Provide specific projects and if available the PUE achieved and maintained by those facilities. Indicate your firm's experience with federally funded projects and reporting criteria and its commitment to making local residents and sub-contractors a priority in the hiring and contracting for the project. Provide information on relevant project experience with comparable projects completed in the last five years or currently in progress, in a format which follows:

(Please limit your proposal to a maximum of (4) four such examples)

- 1) Project Name
- 2) Project Location
- 3) Project Scope in Square Feet and Construction Cost
- 4) Firm's Project Manager



- 5) Client Name
- 6) Client Contact Name, Title, Address, Telephone Number
- 7) Original Construction Budget
- 8) Original Construction Contract Amount
- 9) Final Construction Contract Amount
- 10) Original Completion Schedule
- 11) Actual Completion Schedule
- 12) Current PUE at facility

6. Sample Project Specifications: Provide a copy of design and specifications of a recent project similar in scope to this project.

7. High Level Design Assessment: Based on your examination of the intended Data Center space and your firm's experience provide a preliminary anticipated floor plan and equipment layout for the space. Describe anticipated systems, technologies and techniques to be used for energy management, climate control and HVAC, fire detection and suppression, and access control for this space. Provide an assessment of major obstacles and issues anticipated.

8. Estimated Project Cost Summary: Provide a non-binding estimate of the cost of the project for all requirements provided in response to item 7 above and the scope of work.

9. Data Center Operations : Provide a description of all other collocation Data Centers currently operated by the Respondent with specific descriptions of the facilities, occupancy levels, service offerings, and performance measurements (e.g. PUE). Provide an example Service Level Agreement, Privacy Policy, Acceptable Use Policy, and Security Policy for one of those facilities. Provide a list of specific services to be offered within the Data Center when it becomes operational and projected customer costs for those services.

10. Other Current Projects: Indicate your existing client workload and what other projects your team is committed to, including project time frames. If you have any project that may cause a conflict of interest or could otherwise hinder your proposed timeframes, please describe those projects and how your firm manages multiple client priorities.

11. Small, Minority, and Local Businesses: Respondents are to identify the extent to which Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone Small Businesses, Small Disadvantaged Businesses (SDBs) Woman-Owned Small Businesses (WOSBs), Historically Black Colleges/Universities or Minority Institutions (HBCU/MIs), Minority-Owned Businesses (MOBs),



or Local (SE Mass) Businesses (LBs) would be utilized in the performance of this proposed contract.

12. Financial Information: Include certified financial statements for the past two (2) years, any current or pending lawsuits or legal actions against your company, and contact information for the primary financial institution.

Complete and submit Appendix D.

13. Insurance: Include in your proposal insurance certificates confirming coverage as set forth in the paragraphs below, that OpenCape shall be notified not less than thirty (30) days prior to any cancellation or material change in coverage, that coverage secured by the Respondent shall be on a "Per Occurrence" basis, that all insurance policies shall be obtained and maintained with companies rated "A" or better by AM Best, that the Respondent's insurance shall cover its sub-contractors that perform any of the Work, or the Respondent shall require each such sub-contractor to maintain insurance of the type and amounts required of the Respondent.

Insurance coverage shall be written for not less than the limits of liability described in the following paragraphs or such limits as may be required by law, whichever are greater:

1. Workers' Compensation and Employer's Liability Insurance covering all employees of the Respondent and any sub-contractors wherever they may be in the United States, so long as they are engaged in the work covered by this Contract. Workers' Compensation insurance in amounts required by applicable law and Employer's Liability insurance with a limit of at least two million dollars (\$2,000,000.00) per occurrence is required
2. Commercial General Liability Insurance (Bodily Injury and Property Damage) which shall provide not less than five million dollars (\$5,000,000.00) combined single limit liability insurance, per job aggregate, on a per occurrence basis, with the railroad exclusion and marine liability exclusion deleted, protecting the Respondent and any sub-contractors from liability arising out of the Work for: (1) bodily injury, sickness, or disease, including death at any time resulting therefrom, sustained by any person; and 3. damage to or destruction of property, including loss of use thereof.
3. Protection and Indemnity Policy in an amount not less than two million dollars (\$2,000,000).
4. An Excess/Umbrella policy in an amount not less than two million dollars (\$2,000,000).
5. "All Risk" property insurance in an amount equal to the replacement cost of any and all equipment owned, leased, or borrowed while in the Respondent's or sub-contractor's care, custody, or control, including while in transport at the direction of the Respondent



or sub-contractor. Such "All Risk" insurance shall also cover all materials and equipment stored on a project site for incorporation into the Work as well as all partially constructed structures.

6. Automobile liability insurance covering death or injury to any person or persons, or damage to property arising from the operation of vehicles or equipment, with limitations of not less than two million dollars (\$2,000,000).
7. Professional liability insurance, with limitations of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) in the aggregate.

Include a statement that OpenCape, its subsidiaries, affiliates, directors, officers and owners shall be listed as additional insureds for general liability, protection and indemnity, excess liability, and automobile liability coverages required under the final contract. This coverage shall be primary and non-contributory. In addition, the Respondent and all of its sub-contractors will waive all rights of subrogation against OpenCape, its subsidiaries, affiliates, directors, officers and owners, and the Respondent will waive any and all rights to recover against OpenCape, or its subsidiaries, affiliates, directors, officers and owners, for any loss or damage to the Respondent arising from any cause covered by any insurance required to be carried.

14. Special Conditions: Indicate the Respondent's ability to meet all requirements contained in the Special Terms and Conditions in Appendix C and acknowledge in Appendix D.

15. Safety: Describe Respondent's safety program and its compliance with all applicable federal, state, and local laws, statutes, ordinances, and regulations, and all rules of the owner of the right of way, including but not limited to those related to the environment, health and/or safety (collectively "EHS Requirements").

16. Bid Guarantee: As required by applicable federal law, the Respondent must include a bid guarantee equivalent to five percent of the total bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Respondent shall, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.

17. Bonding Capacity: Provide evidence of the firm's bonding capacity, rate and maximum liability coverage. Please identify any past or current claims of litigation with which the firm has been involved over the past 5 years or is presently involved.

18. Financial: Attach a letter from your bank/financial institution stating the following:



- 1) How long has the firm been doing business with the bank/institution
- 2) Bank's/institution's rating of the Respondent as a customer, and
- 3) Name and telephone number of contact person(s) at the bank/institution

19. Backlog: Please provide a statement for the firm's total backlog of work and a statement of its impact on the firm's ability to complete the Data Center project on time.

20. Project Schedule: The timely completion of the design and construction services is critically important to the overall success of this project. Provide a proposed timeline/schedule depicting the anticipated activity of the firm during various phases of the project.

The proposed schedule will be evaluated upon the amount of time your firm estimates is required to execute the scope of services while maintaining the necessary levels of quality control to meet professional standards.

21. Fee Proposal: Each respondent shall provide a clear and understandable fee proposal using Appendix E, "Fee Summary" to outline costs.



APPENDIX C: Special Terms and Conditions

The Respondent acknowledges that OpenCape has received funds from the Broadband Technology Opportunity Program administered by the National Telecommunications and Information Administration as well as funds from the Commonwealth of Massachusetts, based on grant applications made by OpenCape. All or a portion of the funds received by OpenCape were provided under the American Recovery and Reinvestment Act (“ARRA”). As such, the Respondent warrants and guarantees that all actions by the Respondent under this Contract shall comply with OpenCape’s grant award conditions, and laws, rules and regulations applicable to ARRA funds and OpenCape’s funding sources, including without limitation the Special Award Conditions included within this Appendix, the ARRA Award Terms included within this Appendix, and 15 CFR Part 14.

Award Cancellation

An award resulting from this RFP is automatically canceled if federal funds under ARRA are not appropriated or otherwise made available to support the contract’s commencement or continuation of performance. Services performed, up to that point, will be compensated on a pro-rated basis.

Compliance

Upon request of OpenCape, the Respondent will furnish OpenCape with a certificate satisfactory in form to OpenCape that the Respondent’s performance of this Contract is in full compliance with the requirements of the Fair Labor Standards Act of 1938 as amended and the regulations and orders of the U.S. Department of Labor.

The Respondent shall in the performance of this Contract comply fully with the provisions of Executive Order No. 11246 (Equal Employment Opportunity) dated September 24, 1965, effective October 24, 1965, as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” including without limitation the reporting and affirmative action requirements thereof.



The Respondent agrees and shall require all sub-contractors for this project to agree in writing that they shall comply with the following:

the provisions of M.G.L. c. 149 and shall pay the appropriate lawful prevailing wage rates to their employees as determined pursuant to the Massachusetts Division of Occupational Safety's Prevailing Wage Program.

Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5).

to the extent consistent with applicable law, endeavor to recruit and hire qualified workers who are residents of Cape Cod and Southeastern Massachusetts for each apprenticeable trade or occupation represented in their workforce.

maintain or participate in a bona fide and active apprentice training program as defined by M.G.L. c. 23, § 11H and 11I for each apprenticeable trade or occupation represented in their workforce that is approved by the Division of Apprentice Training of the Department of Labor and Workforce Development of the Commonwealth of Massachusetts and shall abide by the apprentice to journeymen ratio for each trade prescribed therein. For the purposes of this paragraph, the word "active" shall mean an apprentice training program that has operated without suspension for at least three (3) years prior to the bid date for the project in question (except in the case of a company that has been in existence for less than three (3) years in which case such program must have operated without suspension for that period the company had been in existence), and that has completed or graduated at least two (2) apprentices per year per trade for the same period.

comply with the terms, obligations and requirements of Chapter 30 of the Massachusetts Acts of 2009, including, without limitation, the apprenticeship requirements contained in Section 33 of said Act.

maintain appropriate industrial accident insurance coverage for all the employees employed on the project in accordance with M.G.L. c. 152.

classify employees employed on the project as employees rather than independent Respondents and shall properly classify said employees accordingly for purposes of workers' compensation insurance coverage, employment taxes, Social Security taxes and income tax withholding pursuant to M.G.L. c. 149, Sec. 148B. Similarly, those personnel retained as independent Respondents shall be treated as independent Respondents, and shall not be subject to the insurance and tax obligations owed to employees.



the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, “Respondents and SubRespondents on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which provides that each Respondent or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

Section 1606 of the American Recovery and Reinvestment Act and the Davis-Bacon Act, as amended (40 U.S.C. 276a to a–7), as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”), which requires, among other things, Respondents to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.

the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), which requires the Respondent or sub-contractor to certify that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, and to disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The Respondent represents and warrants that neither the Respondent nor its principal employees are listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Order Nos. 12549 and 12689, “Debarment and Suspension,” as implemented by Department of Commerce regulations at 15 CFR part 26. Moreover, the Respondent agrees that it shall not retain any sub-contractors who are listed on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

Public Disclosure/Recordkeeping/Audit Requirements

Respondent should note that services performed and fees paid as provisioned under the NTIA BTOP compliance guidelines may be subject to disclosure under the Freedom of Information Act and are, therefore, responsible for identifying and labeling any confidential and proprietary information as such.



Pursuant to applicable federal law, Respondent must make available to the NTIA any information pertaining to services rendered for up to three years after the completion of the project (approximately December 31, 2012). NTIA representatives, the Inspector General, or any of their duly authorized representatives, shall have access to and the right to inspect any and all books, records, accounts, invoices, contracts and other documents, papers and records of the Respondent in order to make audits or other examinations as authorized by law, including the American Recovery and Reinvestment Act requirements. An audit of the Respondent's records may be conducted at any time and may involve interviews of officers and employees of the Respondent.



APPENDIX D: Officer Certification and Acceptance Form

1. Is your organization in compliance with of all of 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. Are your organization's financial statements audited?
_____ 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.



I certify that I have the authority to bind the Respondent indicated below to the specific terms and conditions imposed in this RFP and offered in this bid proposal, that all of the foregoing answers and all statements contained in any explanation are complete, true and correct, and that by my signature on this document I specifically agree to all of the waivers, restrictions and requirements of this RFP as conditions precedent to submitting this proposal. I further state that in making this bid proposal that the Respondent has not consulted with others for the purpose of restricting competition or violating State or Federal anti-trust laws and has not knowingly made any false statements in this proposal.

Authorized Signature:

Printed Name:

Title:

Telephone:

Fax Number:

E-Mail:

Business Name:

Address:

Federal ID Number:

Signed and sworn to before me, a Notary Public, this _____ day of _____, _____

Notary Public



Appendix E Fee Summary

1. General Fee Summary

Provide a fixed price dollar cost of services. Do not provide a percentage of constructions costs. Costs should be provided for an eight month project from contract award to project completion.

Management Services	Amount
Design Phase	
Construction Phase	
<i>Sub-Total</i>	
Architectural & Engineering	
Design Phase	
Construction Phase	
<i>Sub-Total</i>	
TOTAL	

2. Bonding and Insurance

The Respondent shall be required to provide Bonds and Insurance for the project period. Provide in the cells below the cost of all bond and insurance types based on a \$2 million project budget:

	Amount
Bonding	
Insurance	
Total	



Appendix F
Operating Contract DRAFT