



March 7, 2011

The OpenCape Corporation is seeking qualified Respondents or groups of Respondents to respond to this request for proposals (RFP) for construction management services for the renovation of the former Barnstable County Public Safety Building in Barnstable, MA.

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

- **March 7, 2011** – RFP released
- **March 16, 2011** – Mandatory Bidders Conference at 10:30AM
- **March 21, 2011** - Written inquiries due by 4:00pm
- **March 30, 2011** – RFP inquiry responses posted to the OpenCape web site by 4:00pm
- **April 15, 2011** – RFP response due by 4:00 pm
- **April/May, 2011** – Finalist Interviews
- **May 6, 2011** - Respondent Selection
- **May 6 - June 1, 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 762, West Barnstable, MA 02668 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

Construction Management Services

RFP # 2011-3-001

**OpenCape Corporation
P.O. Box 762
West Barnstable, MA 02668
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 will be 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 makeup the “OpenCape System.” All of these elements combine to provide a robust, high capacity comprehensive communications infrastructure.

The Regional Collocation Center will serve as the focal point of network operations and provide leased collocation space for public and private organizations in the region.

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” will serve to generally renovate the building, bring it up to code and compliance with current laws and regulations. The construction of the computing data center on the ground floor shall be the subject of a subsequent RFP.





The renovation under this RFP shall prepare the ground floor for later construction as a computing data center. The first floor will be renovated to create operations, office, and conference room space for OpenCape Corporation, the network operator, and the collocation center operator. The second floor will be renovated as office space for the County regional umbrella services support center.

It is the intention of OpenCape Corporation that the renovations to this building take place as soon as possible after programming, construction documents, and bidding phases are complete.



The OpenCape Corporation is soliciting responses from qualified construction management service providers to manage all aspects of the general renovation to include architectural design, renovation engineering, and construction contracting.

This request for proposal document 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.

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 their completeness.
- Expertise – Evaluations will include demonstrated competency in all of the required services.
- Timeliness – The ability to begin work with OpenCape promptly and complete the Scope of services in a timely fashion.
- Cost and Sustainability – The cost of construction management and associated services.

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 expertise in construction management type projects, including implementation of competitive bidding, and management of architectural and engineering services.
- Firm's expertise in developing and understanding programmatic requirements of OpenCape Corporation.
- Firm's ability to comply with the proposed project schedule.
- Skill set(s) and experience of firm's personnel proposed for the project (i.e. Project Manager and Site Superintendent)
- Firm's capacities and financial capabilities
- Firm's construction expertise with renovations projects
- Firm's estimated cost of the general conditions cost and the proposed fee for construction management services
- Firm's selection of architectural and engineering consultants and the benefits these team members add to the proposed project.
- Firm's proposed fee for complete Architectural and Engineering Services
- Firm's experience with federally funded projects and reporting criteria
- Firm's experience in working on Cape Cod
- Firm's experience in working with Data Center Planners, Engineers and Designers
- Firm's commitment to making local residents and subcontractors 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 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.

2.3 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 2.5, "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.

2.4 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 762, West Barnstable, MA 02668 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.



2.5 Questions Regarding RFP

All potential Respondents are required to attend the bidders conference on **March 16, 2011, at 10:30M** at the former Public Safety Building on the Barnstable County Complex in Barnstable, MA. This will also afford the opportunity to examine the building.

Any questions regarding this RFP should be submitted electronically no later than **4:00PM on March 21, 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 **March 30, 2011**.

2.6 Availability of Proposals

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

2.7 Timeline and Due Dates

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

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3. Scope

3.1. General description / requirements

The general scope of work includes renovating the existing former Barnstable County Public Safety Building into a regional collocation center. The existing three story structure consists of approximately 11,000sqft over three floors, of which approximately 9,000sqft will be renovated to useable space.



The existing structure is wood frame with exterior brick masonry bearing walls with an asphalt pitched roof structure that is fully dormered along the back. There are some interior concrete block load bearing walls that are supporting existing concrete plank floors in various areas of the building.

It is the intent of this project to remove all existing nonbearing walls, remove all existing finishes, heating systems, plumbing systems, some electrical distribution, and other related finishes and systems. The building will be renovated to generally create the following functional spaces on its three floors:

Ground Floor: This floor will be renovated and prepared to become a computer data center. The Construction Manager will coordinate with OpenCape and its selected Computer Data Center construction company to prepare and configure the space for the follow-on construction of the Computer Data Center.

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 and collocation center operators as well as shared conference room space. The central portion of this floor will have common use kitchen, restrooms, recycling, and supply areas. The first floor East Wing shall be a priority for early occupation by OpenCape.

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 with new finishes.

The building will be renovated to all current codes, including without limitation, the Americans with Disabilities Act (ADA) requirements, to include an elevator. New plumbing, electrical, low voltage data, and HVAC will be required throughout. Provided it is still in working order and meets all current requirements, the existing generator can be used to provide auxiliary power to the first and second floors. HVAC, internal electrical distribution, and generators for the ground floor computer data center space shall be completed as part of a follow-on RFP, but the space will be prepared appropriately with access conduits and external power pads and utility coordination performed by the Construction Manager.

The existing envelope will need to be analyzed for wind loading requirement upgrades. Exterior windows and roofs will need replacement, and some minor brickwork repairs will need to be accomplished. It is the intent of OpenCape Corporation to bring the building up to current codes for energy conservation and that energy saving techniques and technology are incorporated into design and construction.

There is currently a radio transmitter room in the ground floor east side associated with a nearby communications tower. This space will be left intact and undisturbed. An adjacent communications area will be walled off and isolated from the OpenCape spaces. Telephone



interconnects and Campus fiber optic network circuits of the building which must be marked, protected and maintained throughout construction, as well as all existing telecommunications “out” buildings that are adjacent to this building must remain undisturbed.

The responding Construction Manager 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 renovation. The design professionals shall provide design affidavits and construction administration services as required for controlled construction. The design services are to be provided in complete form, so that the Construction Manager will be able to solicit a minimum of three competitive bids in all sub trades.

It is expected that the Architect and Engineers will provide complete biddable plans, 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. Specifications may be provided via separate documents, or incorporated into the construction drawings. Vendor design by the competitive subcontractor bidders will not be allowed. It should also be noted that this site is within the Barnstable Old Kings Highway District. Any exterior modifications and some site improvements will require approval of the Commission, and the respondent shall be responsible for obtaining any required approvals from the Commission.

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-contractors will also be required to provide documentation of work, personnel, and other costs that will satisfy federal granting authorities as indicated in Appendix C.

A more detailed 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

5. Due Dates

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Appendix A: Scope of Work

1.0 SCOPE OF SERVICES (Preconstruction Phase)

The initial scope of services to be delivered by the selected firm will include pre-construction services on the proposed project.

It is OpenCape's expectation that, once selected, the successful firm will immediately begin delivery of preconstruction services, including detailed programming with OpenCape and their partners and contractors, CapeNet LLC, and Barnstable County, to develop a program for the design of the new facility.

General Scope of Pre-Construction Services

OpenCape intends to retain a Construction Manager to provide the following general pre-construction services starting in June, 2010.

- Programming development with OpenCape and its partners
- Development of preliminary design based on the programming
- Review of design with OpenCape and its partners
- Preparation of construction cost estimates and overall project budget
- Preparation of energy plans and work orders for the local power utility NSTAR
- Preparation of detailed construction schedule
- Development of Final Construction Documents
- Value engineering analysis and advisory opinions
- Revise and submit final cost estimate based on competitive bidding
- Application and Presentation of project to the Old Kings Highway
- Apply for the building and life-safety permits with the Town of Barnstable
- Coordinate and facilitate planning in a manner that supports the maintenance of the OpenCape Microsoft Project planning tool.
- Competitive bidding of subcontractor services and purchasing consistent with the criteria OpenCape Corporation develops and provides to satisfy federal grant requirements.
- Submit all invoices, payroll, and other documentation consistent with the requirements of OpenCape to complete reports required by the federal granting agency.
- Make the hiring 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.

Specifically, the following pre-construction services must be provided:

Task 1: Prepare all necessary architectural and design plans for OpenCape's review and approval.



Task 2: Attend meetings with the owner to establish the building program, and to review design development and construction documents to review selections of materials, building systems and equipment.

Task 3: Budget & Cost Estimating – Provide realistic budgets during the design development phase through completion of construction drawings where working budgets can be established for the project and align with federal grant funding categories.

Task 4: Schedules – Provide realistic schedules that incorporate facility shut-down periods, design and permitting approval milestones as well as construction long-lead and trade completion milestones. Update schedule during pre-design phase.

Task 5: Constructability Review – Conduct thorough site evaluation and review of design plans and specifications for clarity, compatibility of components and systems as well as material selection.

Task 6: Value Engineering – Analysis of the building's design and its intended use to assure the building is constructed in the most cost effective way for both initial cost and life-system costs. Provide recommendations for alternate materials, means and methods with associated costs if beneficial to the Owner.

Task 7: Contact all local utilities and establish their performance schedules and potential utility back-charges which could affect the project budget.

Task 8: Identify any long lead delivery items.

Task 9: Apply for necessary regulatory approvals and permits (Note: Payment for building permit and life-safety permits do not need to be included in contractor's fee proposal. This will be part of a cost of work item during construction phase)

Task 10: Any other additional tasks not specifically itemized but which the Construction Manager feels will be beneficial to the pre-construction phase of the project.

2. SCOPE OF SERVICES (Construction Phase)

During the construction phase of the project, it will be the responsibility of the CM to renovate the interior and exterior of the building in accordance with the approved architectural and design plans. The CM must insure that all sub trades are competitively put out to bid. This project is a prevailing wage project (Davis-Bacon Act) and all scopes of work must be competitively bid. Work that is normally considered part of general conditions and supervision will be included as part of this proposal. It will be the responsibility of the Construction Manager to provide full time on site supervision by a licensed Massachusetts construction supervisor. In addition, the CM shall provide project management services to act as a liaison between the owner, Architect, engineers, and field personnel. This individual shall retain this role during the preconstruction phase as well as the construction phase. The CM will be responsible for the following at a minimum:

- Construction of the renovations as set forth in the approved architectural and design plans



- On Site Supervision
- Competitive bidding
- Management of all certified payroll documentation from subcontractors
- Maintaining a safe work environment, including an ongoing site safety program
- Procurement of all permits, including building and occupancy permits
- Coordination with the public utility companies for new services as may be required
- Maintaining documentation of the competitive bidding process for the owner.
- Construction Quality Control
- Adherence to construction documents
- Close out and close out documentation, including systems training
- Required Affidavits for controlled construction, including Architectural and Engineering Affidavits through their A&E partnership
- Deliver a certificate of occupancy
- Coordinate and facilitate planning in a manner that supports the maintenance of the OpenCape Microsoft Project planning tool.
- Competitive bidding of subcontractor services and purchasing consistent with the criteria OpenCape Corporation develops and provides to satisfy federal grant requirements.
- Submit all invoices, payroll, and other documentation consistent with the requirements of OpenCape to complete reports required by the federal granting agency.
- Make the hiring 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..

3.0 SCHEDULE

It is anticipated that the total project will be seven (7) months from contract award through completion, with the construction phase of the project completed within five (5) months. Commencement of construction will begin upon completion of the design and construction document phase. The construction manager shall provide an anticipated schedule for the project that will be part of the basis of criteria for award of the contract.

4.0 BUDGET

The total cost for construction of the project, including site development work, will be estimated by the selected Construction Manager as indicated in the Scope of Work section of this document and is exclusive of costs associated with furnishings, fixtures and equipment. Each respondent is required to provide a preliminary non-binding estimate of the cost of the total project as part of their response to this RFP.



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 network. Name and address of the proposed Architectural and Engineering firms and their firm histories. Provide an organizational summary identifying all team members, relationships and responsibilities throughout various phases of the project including initial design review, cost estimating, competitive bidding, and on-site construction management and administration. Include necessary license information where appropriate.

4. Experience: The role of the Construction Manager during design, construction documents, estimating and bidding phases of the project will be critical. The selected firm will be expected to function as a member of the team with the Owner along with their Architect, and Engineering Consultants. The selected contractor will be expected to share in the responsibility of maintaining the scope of work and costs within the goals and parameters that OpenCape has set for the project.

Given the above, please include:

- The firm's experience working in such a capacity
- The contributions the firm will make throughout the process to ensure the success of the project
- The resources to be committed to, and results to be achieved during each of the three phases of the project:
 - Design Review, Cost Estimating and Schedule Development
 - Bidding/Negotiations
 - Construction Management /Administration



- Identify all proposed consultants (if any) including the firm name, address, phone and primary contact.
- Experience working with local officials in the Town of Barnstable
- Experience working with Barnstable County officials and staff.
- Experience and working relationship with the proposed Architectural and Engineering team
- Experience working on Cape Cod and the Islands
- Experience of the proposed Architect and their Engineers including Cape experience and presence.
- Experience with Green and Sustainable Construction Techniques
- Firm's experience with federally funded projects and reporting criteria
- Firm's commitment to making local residents and subcontractors a priority in the hiring and contracting for the project.
- Firm's experience in working with Data Center Planners, Engineers and Designers

5. Relevant Project Experience: 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 Information
- 2) Project Name
- 3) Project Location
- 4) Project Type
- 5) Project Scope in Square Feet and Construction Cost
- 6) Firm's Project Manager
- 7) Firm's Project Superintendent
- 8) Name of Architect of Record

- 9) Client Information
- 10) Client Name
- 11) Client Contact Name, Title, Address, Telephone Number

- 12) Completion Information
- 13) Date of Completion; Length of Project

- 14) Contract Information
- 15) Original Construction Budget
- 16) Original Construction Contract Amount
- 17) Final Construction Contract Amount
- 18) Original Completion Schedule
- 19) Actual Completion Schedule
- 20) Contract Type

6. 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.

7. 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. For small businesses, as defined by the North American Industry Classification System (NAICS) code applicable to this RFP, NAICS code 541330 - Engineering Services, and HBCU/MI, MOB or LB the offeror's own participation as a SB, VOSB, SDVOSB, HUBZONE SB, SDB, WOSB, HBCU/MI, MOB or LB is to be identified, and will be considered in evaluating the Socioeconomic Considerations, Location, and Value Added evaluation factor. All Respondents are to provide:

The names of SB, VOSB, SDVOSB, HUBZONE SB, SDB, WOSB, HBCU/MI, MOB or LB who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work.

8. 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.

9. 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 Contractor 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 Contractor's insurance shall cover its subcontractors that perform any of the Work, or the Contractor shall require each such subcontractor to maintain insurance of the type and amounts required of the Contractor.

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 Contractor and any subcontractors 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. For any activity that takes place over water, such Workers' Compensation policy shall include a Federal Act Longshore Harbor Workers Coverage Act "endorsement," which shall be specifically listed on the required insurance certificate.

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 Contractor and any subcontractors 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 Contractor's or subcontractor's care, custody, or control, including while in transport at the direction of the Contractor or subcontractor. 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 Contractor and all of its subcontractors will waive all rights of subrogation against OpenCape, its subsidiaries, affiliates, directors, officers and owners, and the Contractor 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 Contractor arising from any cause covered by any insurance required to be carried.

10. 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.

11. 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").



12. Estimated Project Cost Summary: Provide a non-binding estimate of the total cost of the project for all requirements during the construction phase through completion.

13. 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.

14. 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.

15. 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 contractor as a customer, and
- 3) Name and telephone number of contact person(s) at the bank/institution

16. Backlog: Please provide a statement for the firm's total backlog, currently and for the past two years utilizing the following format:

	Number of Professionals in Firm	Number of Active Contracts	Total Original Value of Cost of Construction for Contracts (A)	Total Value Construction Completed to Date for these same Contracts (B)	Balance to Completed (Backlog) (A-B)
Currently			\$	\$	\$
One Year Ago			\$	\$	\$
Two Years Ago			\$	\$	\$

17. Project Schedule: The timely completion of the pre-construction and actual 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.

18. Fee Proposal: Each respondent shall provide a clear and understandable fee proposal using Appendix E, "Fee Summary" to outline costs and indicate cost allocations for specific services in Appendix F, "Schedule of General Conditions."



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 subcontractors 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 contractors 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 contractors shall be treated as independent contractors, 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, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which provides that each contractor 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, contractors 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 contractor or subcontractor 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 subcontractors 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.

The ARRA Award Terms (Page K5-K15) and Special Award Conditions (Page K16-K22) applicable to the OpenCape grant award are provided on the following pages. Respondents



must review these terms and conditions in order to fully understand the conditions under which grant funds were awarded.



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.

General Conditions	Amount
Pre-Construction Phase	
Construction Phase	
<i>Sub-Total</i>	
Architectural & Engineering	
Pre-Construction Phase	
Construction Phase	
<i>Sub-Total</i>	
Construction Management Fee	
Pre-Construction Phase	
Construction Phase	
<i>Sub-Total</i>	

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 \$1.5 million project budget:

	Amount
Bonding	
Insurance	
<i>Total</i>	



Appendix F Schedule of General Conditions

Description	Fee/Profit	General Conditions	Job Cost/Cost of Work	Owner Supplied
Profit				
Officer's Salaries and Benefits				
Home Office Rent and Utilities				
Home Office Automobiles and Travel				
Preparation of Estimates				
Subcontractor Solicitations and Negotiations				
Computer (IT) Services				
Insurance, Taxes and Benefits of CM Labor				
Project Executive Allocation				
General Superintendent Allocation				
Project Manager Salary				
Project Superintendent Salary				
Scheduling Department Allocation				
Punch List Supervision				
Clerical Support				
Safety Department Allocation				
Conducting Job Progress Meetings				
Preparation of Monthly Requisitions				
Field Office				
Field Office Supplies, Equipment, and Furniture				
Telephone and Fax				
Travel Expenses				
Maintenance of Plans and Specifications				
Postage, Shipping, and Courier Services				
Project and Traffic Signs				
Temporary Sanitary Facilities				
Site Communications (two-way radios or cell)				
Storage Trailers and Containers				
Rubbish Removal (Demolition)				
Rubbish Removal (non-Demolition)				
Reprographics and Record Drawings				
Safety and Protection				
Police Details				
Watchman and Security				
Temporary Utility Connections				
Construction Fence				
Rental Costs for Machinery and Equipment				
Building Layout and Engineering				
Interim and Final Cleaning of Building				
Temporary Utility Consumption				
Permits and Fees				
Winter Conditions				
SubContracts				



Staging and Hoisting				
Project Insurances (e.g. Builders Risk)				
Initial Site Survey and Control Engineering				
Hazardous Material Remediation or Testing				
Geotechnical or boring related costs				
Utility Back Charges				
Bottled Water for On-Site Workers				