

**REQUEST FOR PROPOSALS FOR
OWNER'S PROJECT MANAGER FOR DEVELOPMENT,
PROCUREMENT AND CONSTRUCTION OF
WESTERN MASSACHUSETTS MIDDLE MILE
BROADBAND INITIATIVE**

RFP No. (2011-MBI-01)

Massachusetts Technology Collaborative

Massachusetts Broadband Institute

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<http://www.masstech.org>

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1. INTRODUCTION

The Massachusetts Broadband Institute ("MBI") is a non-divisible component of the Massachusetts Technology Collaborative ("MTC"). MTC is issuing this request for proposals ("RFP") to qualify and select the Owner's Project Manager ("OPM") for development, procurement and construction of the MBI's proposed 1,300 plus mile "middle mile" network in western and north central Massachusetts that will be built with over \$70 million of public funds. MTC acts as the contracting entity on behalf of MBI. As such, MTC will be the contracting counter-party with the OPM. But for purposes of this RFP (and except where the specific context warrants otherwise), MBI and MTC are collectively referred to as MBI.

This initiative provides an exciting opportunity for a leading project management firm with experience in fiber network construction to support MBI in the development of a state-of-the-art network that will spur economic development throughout western and central Massachusetts. The network will carry commercial services, connect a significant number of public institutions, and bring broadband access to 123 communities in western and north central Massachusetts. Through this RFP, the MBI hopes to identify commercial firms that offer creative solutions for realization of the initiative, highlighting satisfactory completion of the project on time and within budget, in compliance with the terms of MBI's funding grant.

As background, MBI has already completed the installation of 55 miles of 288 strand-count fiber optic cable along the entire length of Interstate 91 (from the Connecticut border to the Vermont border) in Massachusetts. Effective July 1, 2010, the United States Department of Commerce made a Financial Assistance Award to MBI, numbered Award Number NT10BIX5570070, a copy of which is attached as Attachment C (the "Grant"). The Grant awards \$45.4M in federal funding from the National Telecommunications and Information Administration (NTIA) Broadband Technology Opportunities Program (BTOP) to expand the I-91 network infrastructure throughout the region, under a project called *MassBroadband 123*. The funds from the Grant will be coupled with a \$26.2M state match for the construction of approximately 1,100 miles of high strand count, fiber-optic cable to connect homes and businesses, as well as the leasing close to 300 miles of existing fiber. The resulting network will connect 1,392 community anchor institutions ("CAI"), including community colleges, public safety institutions, hospitals and libraries in a proposed service area covering over one-third of Massachusetts.

The proposed middle mile fiber optic network provides a number of resilient rings, carefully routed to maximize use of existing communications aerial rights-of-way. As currently designed, the network includes high strand counts and slack loops spaced frequently throughout the network to facilitate easy expansion and interconnection. The network will provide diverse routing to multiple Internet Points of Presence (POPs) sufficient to meet public safety's high availability requirements. The primary in-region POP is located in Springfield, and additional POPs are reached through the fiber Indefeasible Rights of Use ("IRUs").

Respondents are submitting a proposal to be selected to enter into an agreement with MBI to serve as the OPM. The OPM will manage procurement and construction of the network from application to the Office of the Inspector General of the Commonwealth to use design-build procurement, through completion of design-build construction and close-out of the Project. The OPM will be responsible for all of the costs associated with providing its services with the exception of limited categories specified in the draft Agreement for Project Management Services found at Attachment D (the "Agreement") and must adhere to specific requirements as outlined below.

2. BACKGROUND

2.1. The Massachusetts Technology Collaborative

MBI is an independent development agency chartered by the Commonwealth of Massachusetts to promote new economic opportunity and foster a more favorable environment for the formation, retention

and expansion of technology-related enterprise in Massachusetts. MBI serves as a catalyst in growing the knowledge- and technology-based industries that comprise the Commonwealth's Innovation Economy. MBI operates at the intersection of government, industry and academia. It brings together leaders and stakeholders to advance technology-based solutions that lead to economic growth. MBI energizes emerging markets by filling gaps in the marketplace, connecting key stakeholders, conducting critical economic analyses, and providing access to intellectual and financial capital. MBI operates four programmatic divisions that support economic growth and innovation and that attempt to generate public benefits for Massachusetts citizens: (1) the Massachusetts Broadband Institute; (2) the Massachusetts e-Health Institute; (3) the John Adams Innovation Institute; and (4) the Healthcare Technologies and Life Sciences Divisions. For more information about MBI and its programs and activities generally, please visit the web site at www.masstech.org.

2.2. The Massachusetts Broadband Institute

The Massachusetts Broadband Institute (MBI) was created on August 4, 2008, when Governor Deval Patrick signed Chapter 231 of the Acts of 2008, An Act Establishing and Funding the Massachusetts Broadband Institute (Broadband Act). The mission of the MBI is to extend affordable, robust high-speed Internet access to all homes, businesses, schools, libraries, medical facilities, government offices and other public places across our state.

The Broadband Act gives MBI the authority to invest up to \$40 million of state bond funds into broadband infrastructure. This bonding authority is structured as an "incentive fund" intended to stimulate private industry investments that will complement the MBI's public investments. MBI is expected to invest its funds in long-lived infrastructure assets, such as conduit, fiber-optic cable, and wireless towers, which will lower the cost of entry for broadband providers and make it economically feasible for such firms to provide broadband access service to currently unserved residential business and institutional customers.

2.3. The *MassBroadband 123* Project

Effective July 1, 2010, MBI was awarded \$45.4M by the Department of Commerce, National Telecommunications Information Administration ("NTIA") Round II BTOP program to add to the \$26.2M in state matching funds to construct 1,100 miles of new fiber optic network in western and north central Massachusetts in connection with its legislative mandate to extend affordable, robust high-speed Internet access to all homes, businesses, schools, libraries, medical facilities, government offices and other public places across our state. The network will connect 123 communities in western and central MA and the 1,392 community anchor institutions ("CAIs") that serve them, including community colleges, public safety institutions, hospitals and libraries. It will also carry commercial services, and bring broadband access to rural communities in western Massachusetts covering over-third of the Commonwealth.

The objective of *MassBroadband 123* is to address the gap in broadband service availability in western and north central Massachusetts by building on and expanding the infrastructure already built along I-91. The MBI collaborated with the Massachusetts Department of Transportation ("MassDOT") to place an MBI-owned fiber optic cable for 55 miles along the length of Interstate 91 from the Connecticut border to the Vermont border.

The I-91 fiber builds on the existing MassDOT Intelligent Traffic System project, which consists of six 1.25" fiber-optic conduits that run from the Connecticut border, 50 miles up I-91 to 4.56 miles south of the Vermont border. The MBI investment extended the conduits the additional 4.56 miles to the Vermont border and placed an MBI owned 288-count fiber optic cable into one of the conduits. The I-91 fiber forms part of the backbone of the *MassBroadband 123* network.

The Massachusetts Executive Office of Public Safety and Security (EOPSS), which oversees law enforcement and public safety entities, is contributing \$3.1M in matching funds and is working with MBI to replace its aging 56k frame relay network and to prepare for Next Generation 911 and 800Mhz radio

deployments. The Information Technology Division (ITD) is also investing \$3.1M in capital to ensure the network is constructed and available for all state agencies in the region that provide service to the communities.

Time is of the essence for the network build. Federal guidelines dictate the network must be substantially or 67% complete within two years of the award and completed within three years.

3. DESCRIPTION OF NETWORK AND SERVICE AREA

3.1. Service Area Definition

The service area is comprised of 123 towns in western and central MA. The service area, including the network route, is depicted in Figure 1 below. The network, as defined in Section 3.4, is generally comprised of a main loop throughout western Massachusetts, as well as smaller loops into key areas and a route along Route 2 to Ayer, where the network will connect to third-party leased fiber to connect to metro Boston. The network will also utilize third-party leased fiber along I-90 to create another link to metro Boston.

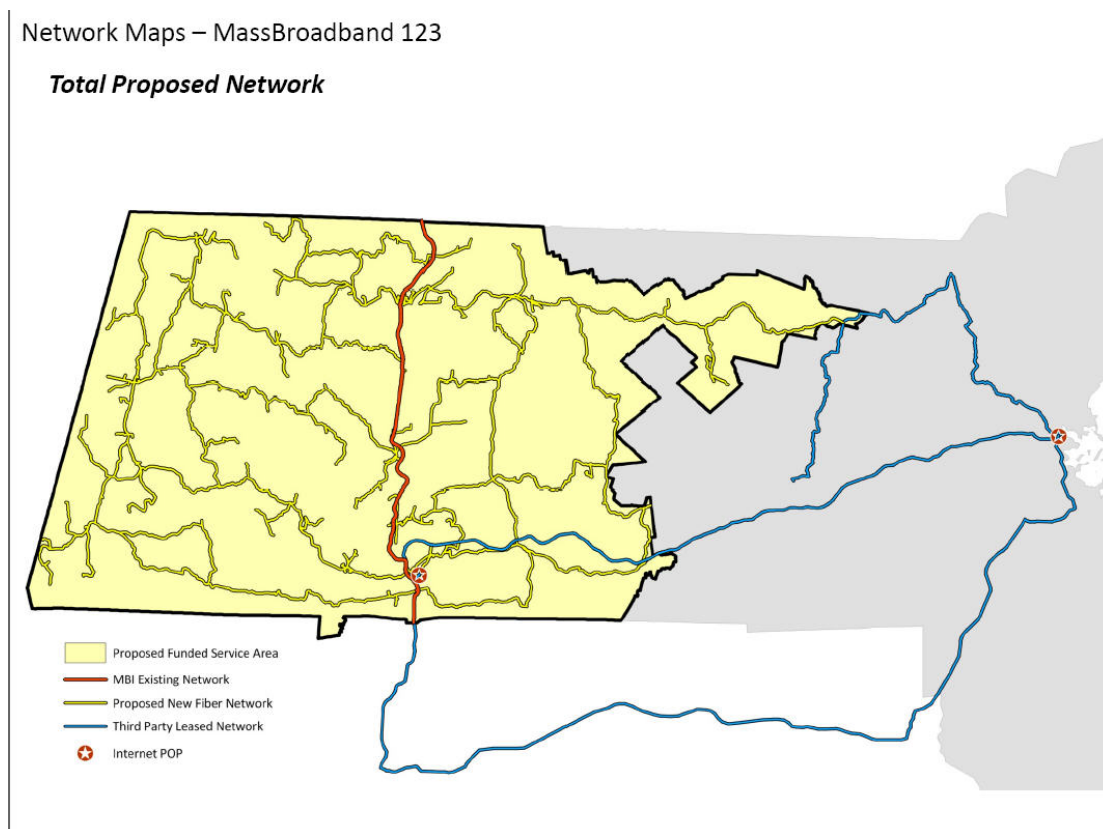


Figure 1: MassBroadband 123 Proposed Network and Service Area

The network will connect to 1,392 CAIs, including state and local government buildings, schools and universities, hospitals and healthcare facilities, and public safety entities. An overview of the types of CAIs, is included as Attachment E to this RFP.

The state and public safety CAIs are expected to purchase a variety of services from 50Mbps broadband to 100 Mbps Ethernet. Many of these entities are expected to also require multiple circuits to the same building. Public safety CAIs include police and fire stations, as well as e911 PSAPs and Emergency Operations Centers.

Other CAIs include municipal governments, libraries, schools, and healthcare facilities. In some cases, such as hospital campuses, these CAIs may also use multiple circuits at the same address, although most will likely use a single circuit at each address. These CAIs will purchase services from retail ISPs, who will purchase the underlying connection wholesale from the Network.

3.2. Available Assets in Service Area

The MBI is in the process of negotiating agreements with owners of existing utilities' poles and other facilities on which it plans to attach the network's fiber or which it otherwise plans to use for a portion of the network route. In addition, MBI may make, on a best efforts basis, certain state and local government assets available to, or make best efforts to obtain access to resources in order to reduce the cost of construction. Such assets may include space in facilities, land easements, rights-of-way, fire towers, and conduit. We are, at this time, unable to specifically identify such assets or to commit to access in this RFP.

3.3. Service Area Demographics

The proposed service area is predominantly a rural region in which many communities have no wired broadband available and 43 towns have no cable provider. The service area contains over one million residents, 388,000 households, 44,300 businesses, 2,100 CAIs, and 3,429 square miles. The network will directly connect 1392 CAIs and be within a one mile lateral to the remaining 700 CAIs and over 50 commercial wireless towers. The middle mile network will be within 3 miles of over 98% of the households, CAIs, and businesses. Eight last mile providers have indicated their intent to use portions of the network.

3.4. Network Definition

The *MassBroadband 123* network has the following characteristics and is referred to as the "Network" (please see Attachment F for further details and maps):

- Over 1,000 miles of new fiber construction running through 123 towns
- 307 miles of leased fiber will enable path diverse transport to second Internet connection site in Boston
- Fiber passes within 3 miles of at least 98% of all households, businesses and community anchor institutions in the service area
- High strand counts (65% of the fiber will be between 144 and 288 strands)
- Slack loops placed an average of every .25 mile
- Active components supporting Carrier Ethernet and SONET/TDM are planned at over 20 sites so that no directly connected community anchor institution is more than 30 miles from an active node and most are within 10 miles, allowing the use of low-cost optics

- 97% of fiber currently planned to be installed in the communication space of roughly 35,000 existing utility poles. If for permitting or construction needs it is easier and faster to place the cable in the electric space on some segment of the poles, then MBI may pursue that option • 2% of fiber currently planned to be installed in existing conduit
- 1% of fiber currently planned to be installed on new poles or in new conduit
- One Federal Street in Springfield is the primary carrier-neutral hotel for western Massachusetts and will serve as the core Internet connection site
- Network will be run on an open access basis

The Network is shown in the figure below:

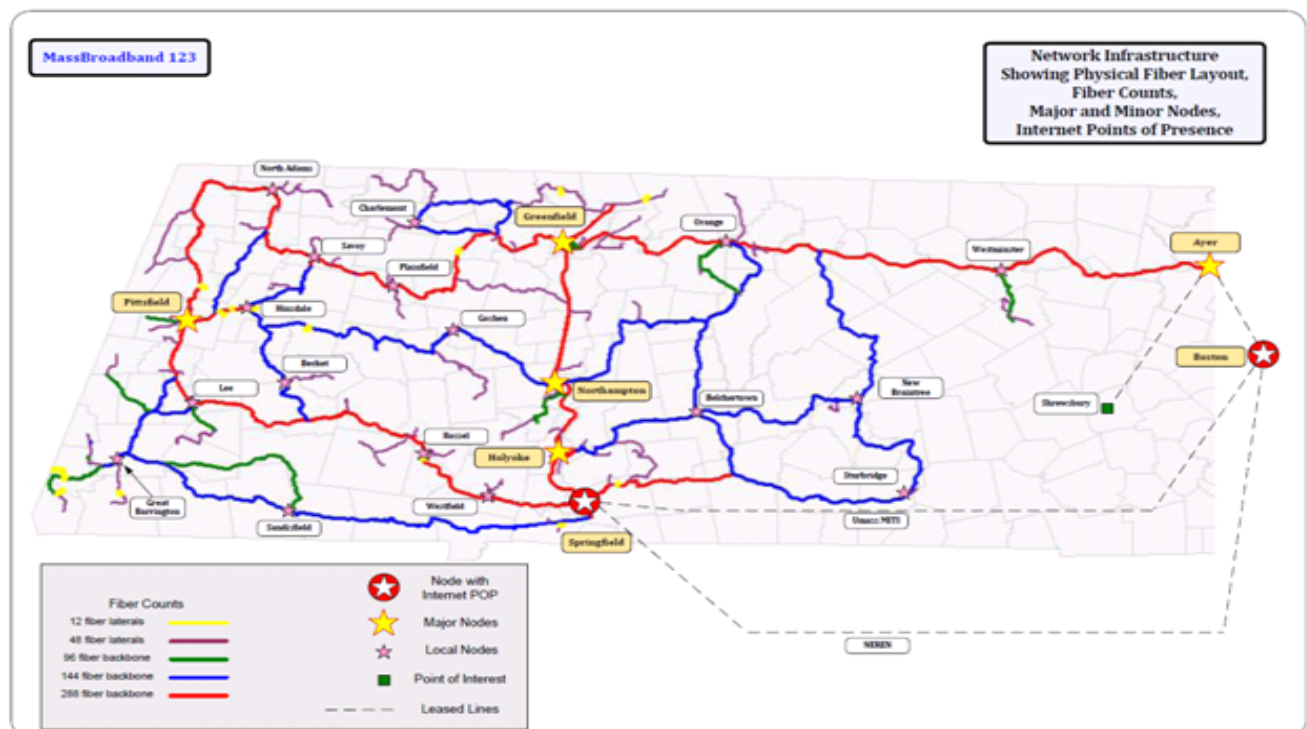


Figure 2: MassBroadband 123 Proposed Network and Fiber Strand Count

Following the engagement of the OPM and assuming that the Office of the Inspector General authorizes design-build procurement, MBI will conduct a formal RFP process to select one or more engineering and construction firms that will be responsible for the licensing, permitting and build-out of the Network, all under the management of the OPM.

4. OPM RESPONSIBILITIES AND REQUIREMENTS

The OPM will be responsible for a wide scope of project management services, which are stated more fully in the draft Agreement for Project Management Services, found at Attachment D. The following summarizes the major categories of responsibility.

4.1. Project Vendors and Route Facility Providers

The OPM will be responsible for coordinating, monitoring and, in some instances, defining the scope and assisting in procurement of services to be provided by multiple service providers, referred to collectively as Project Vendors. The Project Vendors include:

- 4.1.1.** An Engineer, meeting the qualifications of a design professional under Mass. G.L. ch. 149A § 18, to be engaged by MBI to provide definition to the scope and other technical assistance required under Mass. G.L. ch. 149A for the procurement of a design-builder;
- 4.1.2.** An Environmental Assessment Consultant to be engaged by MBI to perform environment assessment and other environmental compliance service;
- 4.1.3.** One or more Field Data Collectors, to collect field data concerning the existing utility poles, conduits and anchor facilities ("Route Facilities") needed in order to obtain attachment licenses from Route Facility owners and to finalize the route;
- 4.1.4.** One or more Make-Ready Contractors (which may include the Design-Builders and/or Route Facility Providers and/or contractors under contract with MBI), to make existing utility poles and anchor facilities physically ready for installation of the fiber of the network;
- 4.1.5.** A Design-Builder, to be procured under Mass. G.L. ch. 149A;
- 4.1.6.** A Consulting Engineer, to provide engineering advice and inspectional services as needed, to be engaged by the OPM either as an independent contractor or as staff of the OPM itself;
- 4.1.7.** One or more vendors of fiber and/or network equipment to which MBI directly issues purchase orders; and
- 4.1.8.** The Network Operator to be engaged by MBI to operate the network after completion of construction, but who will have a role in finalizing the specifications for elements incorporated into the network and in making inspections of installations.

The OPM will also be responsible for coordinating communications with, monitoring and in some instances managing or assisting in procurement, in the name of MBI, of permits from and agreements with parties that will be providing access to the utility poles, conduits and other anchor facilities for attachments or connection of the fiber along the route of the network and/or property where the network's point of presence and major nodes will be located, referred to collectively as Route Facility Providers. The Route Facility Providers include:

- 4.1.9.** Massachusetts Department of Conservation and Recreation
- 4.1.10.** National Grid
- 4.1.11.** Verizon Communications
- 4.1.12.** Western Massachusetts Electric Company
- 4.1.13.** UNITIL

- 4.1.14.** municipal electric utilities in cities and towns along the route
- 4.1.15.** 123 cities and towns through which the route will pass

4.2. Project Phases

The OPM's work is divided into seven (7) conceptual phases, among which there is likely to be a high degree of overlap in time. The starting times of the phases are generally sequential, although some tasks begun during an earlier phase will continue in subsequent phases. The Phases as currently defined are:

- 4.2.1.** The OIG Approval Phase, during which the OPM will assist MBI in completing, submitting and bring to a conclusion an application to the Massachusetts Office of Inspector General for authorization to use design-build procurement (to the extent the Owner's application for the use of design-build procurement has not been submitted to the OIG at the commencement of this Phase, or in the event the Owner is required or decides to revise and resubmit such an application). Services with reference to the Environmental Assessment Consultant, Field Data Collectors and Route Facility Providers will begin during this Phase. The OPM will assist MBI in developing the scope, terms and procurement of contracts with Project Vendors that have not been executed at the commencement of this Phase, identifying qualified persons or firms from which to solicit statements of interest, qualifications and/or proposals, reviewing any such submissions and making recommendations concerning award of such contracts. The OPM will begin work on development of an Attachment Database, which shall contain all data collected or generated for the Project by any Project Vendor, and which the OPM will populate and maintain during the Project and will turn over to MBI upon completion. The OPM will begin the process of preparing for the Owner and submitting applications to Route Facility Owners for pole licenses, conduit licenses, grants of use and similar documents for attachment to or use of specific Route Facilities (each a "Route Facility License"), and preparing the Owner to respond to any requests by Route Facility Owners for changes to or resubmissions of such applications. The Design-Builder will take over the function of Route Facility License applications after it is engaged. (If the Design-Builder does not take over the Route Facility License application process by June 1, 2011, the OPM will be entitled to charge an additional unit price per Route Facility License application submitted after that date.) The OPM will represent the Owner in negotiations and other communications with Route Facility Owners concerning the scope and allocation of responsibility for execution of and payment for Make-ready work indicated by field data.
- 4.2.2.** The Preliminary Engineering Award Phase, during which the OPM will take the lead in obtaining responses to an RFQ for the Engineer through a procurement that complies with Mass. G.L. ch. 149A § 18.
- 4.2.3.** The Preliminary Engineering and Design Phase, during which the OPM will take the lead in preparing documents for the solicitations for the Design-Builder procurement in accordance with Mass. G.L. ch. 149A Section 17 and 19, incorporating the work product of the Engineer. The OPM, in cooperation with the Engineer, will recommend terms to be included in the Design-Build contract, such as standards of performance, defining the extent of design required before construction may begin, frequency and location of regular project meetings, potential alternates for cost-savings and efficiency, procedures for disposition of surplus materials. The OPM will assist MBI in making appropriate designations of the individuals responsible for evaluating responses to the RFQ to be issued

during the Design-Build Award Phase, in deciding whether to evaluate or select design-build proposals on a best-value or low-bid basis pursuant to Mass. G.L. ch. 149A § 20 and, if on a best-value basis, in establishing a selection committee of qualified individuals to do so.

- 4.2.4.** The Design-Build Contract Award Phase, during which the OPM will take the lead in assisting MBI in complying with the requirements of Mass. G.L. ch. 149A with respect to the 2-phase process of selecting a Design-Builder, culminating in execution of a Design-Build contract. The OPM will coordinate with Route Facility Providers to obtain any approvals of prospective design-build entities that may be required by Route Facility Agreements.
- 4.2.5.** The Final Design and Buy-out Phase, during which the OPM will oversee the activities and responsibilities of the Design-Builder in the further development of the scope, schedule and budget, in finalizing the design and in engaging trade contractors to carry out the construction work. The OPM will be responsible for confirming that all Route Facility Licenses and all municipal and other governmental permits required for installation of any work of the Project have been obtained or will have been obtained before work begins on a location requiring such license or permit occurs.
- 4.2.6.** The Construction Phase, during which the OPM will monitor and document the Design-Builder's progress on and performance of its contract, including regular on-site visits. The OPM will take the lead in processing submittals and payments, ensuring timely issuance of decisions and directives, and visits to the Project by the Design-Builder's design professionals and the Consulting Engineer. The OPM will conduct or procure acceptance testing and work with the Consulting Engineer and Design-Builder to obtain issuance by the Consulting Engineer of certificates of Substantial Completion and Final Completion, coordinate inspections of the Design-Builder's work by the Consulting Engineer, the Route Facility Owners and/or the Network Operator, and verify receipt of all documents required to close out construction and to achieve hand-over of the network to the Network Operator.
- 4.2.7.** The Project Close-out Phase, during which the OPM will assist in closing out the Project, the contracts of all Project Vendors and completion of all requirements of the Grant and other funding sources.

4.3. Project Management (For All Phases)

Throughout the Project, the OPM will be responsible for:

- 4.3.1.** Monitoring progress and performance of all Project Vendors.
- 4.3.2.** Preparing, maintaining, updating and reporting on the Project Budget and Schedule, and recommending adjustments to address any variances that arise during the project.
- 4.3.3.** Preparing or procuring independent cost estimates at appropriate times and in such detail as is appropriate to the stage of the Project.

- 4.3.4.** Recommending refinements, revisions and/or subdivisions of the Phases in order to enhance efficiency and maximize adherence to the baseline Project Schedule and compliance with the Federal Deadline.
- 4.3.5.** Identifying and recommending actions and contract provisions aimed at value engineering and other cost-saving opportunities.
- 4.3.6.** Reviewing and approving invoices from Project Vendors.
- 4.3.7.** Reviewing, tracking, negotiating, recommending and implementing action on and documenting all requests for changes, change orders and claims by any Project Vendor.
- 4.3.8.** Monitoring and report on each Project Vendor's compliance with all applicable laws, regulations, plans and specifications, and the terms of the Grant.
- 4.3.9.** Planning and managing project records, meetings, and communications, including a Project web site.
- 4.3.10.** Maintaining a complete Project file with all Project records.

5. STRUCTURE OF THE OPM AGREEMENT WITH MBI

5.1. The OPM Agreement

The OPM Agreement attached to this RFP is a comprehensive draft that includes more details about the scope of the OPM's services and the terms of the proposed engagement than are included in this RFP. Respondents should read the entire draft Agreement carefully so as to gain a more complete understanding of the services and deliverables to be included in the OPM's proposed pricing.

5.2. Contracting Parties

Consistent with MBI policies, MBI will be the party named as "Owner" in the Agreement for Project Management Services. Subsequently, MBI may elect to hold the Network's assets in a distinct, legal special purpose entity (the "SPE"). The SPE's directors would be appointed by MBI. The SPE would be funded by a combination of federal funds and proceeds from general obligation bonds issued by the Commonwealth of Massachusetts. Any contractual commitments of the SPE will not be guaranteed by the Commonwealth or MBI.

5.3. Contract Length

The Project is currently expected to last approximately three (3) years. The Grant was issued on July 1 2010, and requires that the network be substantially or 67% complete within two years of the award (*i.e.*, June 30, 2012) and completed within three years (*i.e.*, June 30, 2013). In the event the terms of the Grant permit extensions of these deadlines and MBI avails itself of such extensions, the contract length may be adjusted. Time is of the essence for completion of the Project.

6. REQUIRED SUBMISSION

6.1. General Requirement for Submission of Sealed Proposals

Each proposal shall be submitted by the Respondent to MBI as one complete sealed package containing two separately sealed proposals: a sealed technical proposal and a sealed price proposal.

No information concerning pricing may be included in any section other than the price proposal, including the technical proposal and any cover letter or other material included in the proposal.

6.2. The Technical Proposal

The technical proposal must include the following documents and elements to be considered for this RFP:

- An executive summary describing the Respondent and its approach to acting as the OPM
- Completed Attachments A and B: Agreement to MBI's sensitive information policy and statement of compliance
- Comments, if any, on the proposed terms of the Agreement for Project Management Service, including the actual language for proposed modifications
- A list identifying by name and position all known Key Personnel of the OPM to be assigned to the Project, specifying for each their proposed role on the Project and the percentage of their time they will devote to the Project. Key personnel shall include personnel expected to lead the tasks with respect to the Attachment Database and management of communications and the tasks required of the Consulting Engineer, specifying whether such personnel are expected to be on the OPM's staff or subcontracted
- Qualifications and resumes of the individuals proposed to staff the OPM services, including all Key Personnel identified above
- A description of the key features of the Attachment Database the Respondent proposes to provide
- A plan for office space the Respondent would need for each phase of its work, both at MBI's Westborough offices and in the field
- A plan for utilization of office space at the Owner's Westborough offices the Owner is to provide under the Agreement, including the staff to occupy such offices and the frequency and quantity of their presence there
- An outline of the Respondent's initial plan for managing communications on the project, including the features of any Project website the Respondent proposes to provide
- A completed Attachment I: Officer's Certificate
- Firm overview, financial information, qualifications, and references
- A list of all fiber construction management projects undertaken or completed in the past 5 years with a value greater than \$20 million (or, if the Respondent has not undertaken a fiber

project of over \$20 million, for project of comparable scope and complexity that most closely resemble the proposed *MassBroadband 123* project), which list includes for each project the name and contact information for the project owner, location, dollar value and mileage of the construction, a brief description of construction methods used, current status and completion date, and role performed

- A list, by number, of all addenda to this Request that Respondent has reviewed prior to submission, so as to ensure that the Respondent has seen all addenda MBI has issued
- A description of any services or deliverables that the Respondent suggests be added to or subtracted from the OPM's scope of work that is not included in the draft OPM Agreement

No information concerning pricing may be included in the technical proposal.

6.3. The Pricing Proposal

The pricing proposal must include the following documents and elements to be considered for this RFP:

- A completed Attachment G, the Respondent's Pricing Proposal, with the total amount of the Basic Services Fee Cap, the amount of the Basic Services Fee Cap attributable to each Phase, the proposed hourly rates of OPM staff, the proposed unit price applicable to extra cost estimates, the proposed Fixed Expense Limit, and
- If the Respondent has identified in its Technical Proposal any services or deliverables that the Respondent suggests be added to or subtracted from the OPM's scope of work that is not included in the draft OPM Agreement, pricing specific to such additional or subtracted services

The maximum amount the Owner may be obligated to pay for Basic Services in any one Phase shall not exceed by more than ten percent (10%) the Not-to-Exceed Fee listed for that Phase in Attachment G. The Owner will consider reasonable requests of the OPM to reallocate the amount of the Basic Services Fee Cap among Phases.

7. SUBMISSION REQUIREMENTS

7.1. Schedule

- (a) The RFP process will proceed according to the following anticipated schedule:

September 2, 2010	RFP Issued
September 15, 2010	Proposers' Conference from 1:00 – 3:00 p.m.
September 23, 2010	Deadline for written questions by 5:00 p.m.
October 2, 2010	Questions and answers posted
October 13, 2010	Submission of proposals due by 5:00 p.m. EDT

- (b) Respondents may jointly propose with other entities in a response, in which case the proposal must identify all joint proposers and identify the name of the joint venture or other entity that will be the contracting party.
- (c) Responses will be due no later than October 13, 2010 at 5:00 p.m. EDT. Responses received later than the date and time specified will be rejected or deemed non-

conforming and returned to the Respondent unopened. MBI assumes no responsibility or liability for late delivery or receipt of responses.

- (d) The responses will be evaluated pursuant to the criteria set forth in this RFP. Notification of selection or non-selection of all Respondents who submitted conforming responses will be mailed when the selection process is final.
- (e) The MBI reserves the right to enter into an agreement with none, one, or more than one OPM.

7.2. Questions

Questions regarding this RFP must be submitted in writing to the address set forth in Section 7.3 or by electronic mail to broadband@masstech.org. Submission of questions by electronic mail is strongly encouraged. All inquiries must include the RFP name and number on the envelope or in the subject heading. The deadline for submission of questions is **5:00 p.m. on Wednesday, September 23, 2010**. The MBI will post a list of all questions and answers to its website by **5:00 p.m. on Friday, October 2, 2010**. Only answers posted on the website should be treated as the MBI's official response to any question. Respondents are strongly encouraged to check the MBI's and the Comm-PASS websites on a regular basis for any changes or updates to the RFP.

7.3. Proposers' Conference

An optional proposers' conference will be held at the MBI's offices in Westborough (Weiss Conference Center, 75 North Drive) from 1:00 to 3:00 p.m. on September 15, 2010. All potential respondents interested in participating in the proposers' conference must register with the MBI by 4:00 p.m. on September 13, 2010. To register, please email Erin O'Connor (oconnor@masstech.org). Potential respondents will have the option to participate in person or by phone. The MBI will transmit the conference call information to all registered proposers 24 hours in advance of the teleconference. The MBI will post summary responses to procedural questions and issues addressed at the proposers' conference on its and the Comm-PASS websites.

MBI reserves the right to hold a supplemental proposers' conference. MBI will make a determination about the need for a supplemental proposers' conference based on the nature and extent of the questions posed by potential respondents. Additional information about the supplemental proposers' conference will be posted on MBI's and the Comm-PASS websites.

7.4. Submission Instructions

Respondents should read carefully and conform to the requirements of this specific RFP.

- Each proposal shall be submitted by the Respondent to MBI as one complete sealed package containing two separately sealed proposals: a sealed technical proposal and a sealed price proposal.
- No information concerning pricing may be included in any section other than the price proposal, including the technical proposal and any cover letter or other material included in the proposal.
- All proposals must be submitted in writing, on 8 ½ x 11 paper (including all required submissions), with one (1) unbound original, one unbound copy, and one (1) electronic version (.pdf or .doc) thereof.

RESPONDENTS ARE CAUTIONED TO REVIEW ATTACHMENT A, PRIOR TO SUBMITTING AN ELECTRONIC COPY OF THEIR PROPOSAL. THE REQUIREMENTS SET FORTH IN ATTACHMENT A ARE STRICTLY ENFORCED. IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN ATTACHMENT A, ANY INFORMATION THAT RESPONDENT HAS IDENTIFIED AS "SENSITIVE INFORMATION" IN THE HARD COPY OF THEIR PROPOSAL SHOULD BE DELETED FROM THE ELECTRONIC COPY PRIOR TO SUBMISSION TO MBI.

- Proposals **must** be delivered to:

Request for Proposals for Owner's Project Manager for Development,
Procurement and Construction of Western Massachusetts Middle Mile Broadband Initiative
RFP No. 2011-MBI-01
Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581
- A statement indicating compliance with the terms, conditions and specifications contained in this RFP must be presented in the proposal. Submission of the signed Authorized Respondent's Signature and Acceptance Form (Attachment B) shall satisfy this requirement.
- Any and all data, materials and documentation submitted to MBI in response to this RFP shall become MBI's property and shall be subject to public disclosure under the Massachusetts Public Records Act.

RESPONDENTS PLEASE NOTE: BY EXECUTING THE AUTHORIZED RESPONDENT'S SIGNATURE AND ACCEPTANCE FORM AND SUBMITTING A RESPONSE TO THIS RFP, RESPONDENT CERTIFIES THAT IT (1) ACKNOWLEDGES, UNDERSTANDS AND HAS COMPLIED WITH THE PROCEDURES FOR HANDLING MATERIALS SUBMITTED TO MBI, AS SET FORTH IN ATTACHMENT A HERETO, (2) AGREES TO BE BOUND BY THOSE PROCEDURES, AND (3) AGREES THAT MBI SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR THE DISCLOSURE OF ANY MATERIALS SUBMITTED TO IT PURSUANT TO THIS RFP OR UPON RESPONDENT'S SELECTION.

8. EVALUATION PROCESS AND CRITERIA

8.1. Evaluation Process

The MBI's evaluation committee shall evaluate each Response that is properly submitted. The MBI's evaluation committee shall first open, evaluate, and score each technical proposal from responsible Respondents based on the quality criteria contained in the RFP. During this evaluation process, the price proposals shall remain sealed. Each technical proposal shall remain confidential.

After submission and review of the technical proposals, the MBI's evaluation committee shall then open and evaluate each pricing proposal from responsible Respondents.

The MBI may request written clarification of any submission from any Respondent. The MBI may request interviews of finalists either before or after review of the pricing proposals. Responses given in interviews will be evaluated based on the OPM's ability to articulate how they will help MBI meet their policy objectives.

The OPM selection process consists of the following two phases: 1) an RFP to select two or more finalists, and 2) selection of the OPM from finalists through interviews and negotiations. This RFP and the responses to it constitute the first phase. After review of the RFP responses, the MBI will select two

or more finalists to conduct in-person interviews, due diligence, and negotiation of a definitive Agreement. The interviews, due diligence, and negotiations will result in selection of the OPM.

Once an OPM has been selected, no award will be considered final until an Agreement is negotiated and executed. The parameters of the Operating Agreement will reasonably correspond to the elements of this RFP and Attachment D.

8.2. Evaluation Criteria

The following dimensions of each response will be considered by the evaluation team in order to identify the best value selection for MBI:

1. The pricing and terms proposed
2. The significance and materiality of proposed modifications to the Form of the Agreement for Project Management Service
3. Respondent's capabilities, including the following:
 - Demonstrated ability of the OPM to meet and conform with MBI's goals and objectives
 - Quality of systems, procedures and plans the OPM proposes to provide
 - Demonstrated capacity, facilities and organizational structure to perform the type of required services
 - Adequacy of Respondent's financial resources to support the successful performance of the required services described herein
 - Qualifications and experience of Respondent and key personnel, including academic credentials, and operational and practical experience necessary to perform the required services described herein
 - Experience in developing a similar fiber network (comparable in size and scope)

While the order of these factors does not generally denote relative importance, MBI acknowledges that selecting "best value" providers primarily requires a balanced combination of (1) reasonable rates and the availability of flat fees, blended rates and caps on fees, (2) strong experience and demonstrated expertise in providing the OPM Services requested herein, and (3) demonstrated ability to meet the timelines.

MBI reserves the right to consider such other relevant factors as it deems appropriate in order to hire the "best value" provider of the services. MBI may or may not seek additional information from Respondents prior to making a selection.

This procurement does not commit MBI select any firm, award any work order, pay any costs incurred in preparing a response, or procure or contract for any services or supplies. MBI reserves the right to accept or reject any or all submittals received, cancel or modify the terms of this procurement in part or in its entirety, or change the procurement guidelines, when it is in the best interests of MBI to do so.

8.3. Interviews & Selection of Finalists

As part of the OPM selection process, MBI may invite finalists to answer questions regarding their proposal. Based on the current schedule, these interviews are expected to be held beginning the week of

October 25, 2010. Finalists may be asked to answer additional questions both prior to and after the interview.

MBI will select at least two Respondents to enter into a negotiation period with MBI. Upon the conclusion of negotiations, MBI will require one or more finalists to submit a best and final offer along with a negotiated Agreement substantially in the form of Attachment D. Details on the best and final offer submission will be made available to the finalist(s).

9. OTHER PROVISIONS

9.1. General Information

- (a) The terms of 801 C.M.R. 21.00: Procurement of Commodities and Services is incorporated by reference into this RFP. Words used in this RFP shall have the meanings defined in 801 C.M.R. 21.00. Additional definitions may also be identified in this RFP. All terms, conditions, requirements, and procedures included in this RFP must be met for a Response to be determined responsive. If a Respondent fails to meet any material terms, conditions, requirements or procedures, its response may be deemed unresponsive and disqualified.
- (b) All proposals, related documentation and information submitted in response to this RFP are subject to the Massachusetts Freedom of Information Law, M.G.L. c. 66, §10, and to M.G.L. c. 4, §7(26), regarding public access to such documents. Any statements reserving any confidentiality or privacy rights in submitted proposals or otherwise inconsistent with these statutes will be void and disregarded. The foregoing notwithstanding, MBI has developed a set of procedures to deal with all documents submitted to it in response to this RFP, and those procedures are set forth in Attachment A hereto. **The requirements and procedures set forth in Attachment A are strictly enforced.** By executing the Authorized Respondent's Signature and Acceptance Form, appended hereto as Attachment B, Respondent acknowledges, understands and agrees to be bound by the procedures set forth in Attachment A and agrees that it is compliant with them, and agrees that MBI shall not be liable under any circumstances for the subsequent disclosure of any materials submitted to it by Respondent pursuant to this RFP. For any questions concerning issues of confidentiality, the submission of materials to MBI, application of the procedures set forth in Attachment A or any other questions related to these matters, please contact Matthew L. Schemmel, Esq., at MBI.
- (c) It is the policy of MBI that contracts are awarded only to responsive and responsible Respondents. In order to qualify as responsive, the Respondent must respond to all 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 serve as the OPM. **ANY PROPOSAL DETERMINED TO BE NON-RESPONSIVE TO THIS RFP, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF PROPOSALS, WILL BE DISQUALIFIED WITHOUT EVALUATION UNLESS THE EVALUATION COMMITTEE DETERMINES THAT THE NONCOMPLIANCE IS INSUBSTANTIAL.**
- (d) 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. All responses must be submitted in accordance with the specific terms of this RFP. Respondents should note that the procedures for handling information deemed sensitive by Respondent and submitted to MBI set forth in Attachment A apply only to hard copy

documents, and are not applicable to information submitted by, among other methods, electronic mail, facsimile or verbally.

- (e) Respondents are prohibited from communicating directly with any employee of MBI except as specified in this RFP, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFP. Respondents may contact the Procurement Team Leader for this RFP in the event this RFP is incomplete. The foregoing notwithstanding, Respondents who have questions concerning issues of confidentiality, the submission of materials to MBI, application of the procedures set forth in Attachment A or any other questions related to these matters, may contact Matthew L. Schemmel, Esq., at MBI.
- (f) The Procurement Team Leader 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, to the Procurement Team Leader. The Procurement Team Leader reserves the right to grant or reject any request for accommodations.
- (g) 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. MBI will determine if a proposed alternative method of performance achieves substantially equivalent or better performance.
- (h) The Respondent may not alter the RFP or its components except for those portions intended to collect the Respondent's response. Modifications to the body of this RFP, specifications, terms and conditions, or which change the intent of this RFP are prohibited. Any modifications other than where the Respondent is prompted for a response will disqualify the response.
- (i) Respondent's submitted Response shall be treated by MBI as an accurate statement of Respondent's capabilities and experience. Should any statement asserted by Respondent prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for rejection of the Response and/or of any resulting contract. The RFP evaluation committee will rule on any such matters and will determine appropriate action.

9.2. Waiver Authority

MBI reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to request modifications of the response, to accept or reject any or all responses received, and/or to amend or cancel all or part of this RFP at any time prior to award.

9.3. Disclaimer

This RFP does not commit MBI to award any funds, pay any costs incurred in preparing a response, or procure or contract for services or supplies. MBI reserves the right to accept or reject any or all responses received, negotiate with all qualified Respondents, cancel or modify the RFP in part or in its entirety, or change the response guidelines, when it is in its best interests.

9.4. Changes/Amendments to RFP

This RFP has been distributed electronically using MBI's website and the Comm-PASS system. It is the responsibility of respondents to check MBI's and/or the Comm-PASS website for any addenda or modifications to a RFP to which they intend to respond. MBI, the Commonwealth of Massachusetts, and its subdivisions accept no liability and will provide no accommodation to Respondents who submit a response based on an out-of-date RFP document.

ATTACHMENT A
THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE
POLICY AND PROCEDURES REGARDING SUBMISSION OF “SENSITIVE
INFORMATION”

The Massachusetts Technology Collaborative and its divisions, the Massachusetts Broadband Institute, the Massachusetts e-Health Institute, the John Adams Innovation Institute and the Healthcare Technologies and Life Sciences Initiatives (collectively referred to herein as “MBI”) are subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the “Public Records Act”), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, “public records” include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by MBI. As a result, any information submitted to MBI by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the “Submitting Party”) is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, “public records” do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including MBI’s enabling act, M.G.L. Chapter 40J. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by MBI that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the “Trade Secrets Exemption”).

IT IS MBI’S EXPECTATION AND BELIEF THAT THE OVERWHELMING PERCENTAGE OF DOCUMENTS IT RECEIVES FROM A SUBMITTING PARTY DOES NOT CONTAIN ANY INFORMATION THAT WOULD WARRANT AN ASSERTION BY MBI OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO MBI, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO MBI ARE SUBJECT TO PUBLIC DISCLOSURE WITHOUT ANY PRIOR NOTICE TO THE SUBMITTING PARTY AND WITHOUT RESORT TO ANY FORMAL PUBLIC RECORDS REQUEST.

In the event that a Submitting Party wishes to submit certain documents to MBI and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

1. At the time of the Submitting Party’s initial submission of documents to MBI, the Submitting Party must provide a cover letter, addressed to MBI’s General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents’ disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party’s responsibility and obligation to provide detailed explanations for each such document.
2. At the time of the Submitting Party’s initial submission of documents to MBI, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as “Sensitive Information.” It is the Submitting Party’s responsibility and obligation to ensure that all such documents are sufficiently identified as “Sensitive Information,” and Submitting

Party's designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.

INFORMATION SUBMITTED TO MBI IN ANY FORM OTHER THAN A HARD COPY DOCUMENT WILL NOT BE SUBJECT TO THE PROCEDURES SET FORTH IN THIS POLICY. FOR EXAMPLE, INFORMATION SUBMITTED BY E-MAIL, FACSIMILE AND/OR VERBALLY WILL NOT BE SUBJECT TO THESE PROCEDURES AND MAY BE DISCLOSED AT ANY TIME WITHOUT NOTICE TO THE SUBMITTING PARTY.

3. Documents that are not accompanied by the written notification to MBI's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to MBI are presumptively subject to disclosure under the Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.
4. At the time MBI receives documents from the Submitting Party, any such documents designated by Submitting Party as "Sensitive Information" shall be segregated and stored in a secure filing area when not being utilized by appropriate MBI staff. By submitting a grant application, request for response, or any other act that involves the submission of information to MBI, the Submitting Party certifies, acknowledges and agrees that (a) MBI's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by MBI that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act, and (b) MBI is not liable under any circumstances for the subsequent disclosure of any information submitted to MBI by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or MBI was negligent in disclosing such documents.
5. In the event that MBI receives an inquiry or request for information submitted by a Submitting Party, MBI shall produce all responsive information without notice to the Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as "Sensitive Information" in strict accordance with this Policy, the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as "Sensitive Information", and, if not already submitted, that a formal, written public records request must be submitted by the requesting party to MBI's General Counsel for a determination of whether the subject documents are exempt from disclosure.
6. Upon the General Counsel's receipt of a formal, written public records request for information that encompass documents previously designated by Submitting Party as "Sensitive Information", the Submitting Party shall be notified in writing of MBI's receipt of the public records request, and MBI may, but shall not be required to provide Submitting Party an opportunity to present MBI with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.
7. The General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.

THE GENERAL COUNSEL IS THE SOLE AUTHORITY WITHIN MBI FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF MBI OTHER

THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "SENSITIVE INFORMATION" OR TO BIND MBI IN ANY MANNER CONCERNING MBI'S TREATMENT AND DISCLOSURE OF SUCH DOCUMENTS.

FURTHERMORE, THE POTENTIAL APPLICABILITY OF AN EXEMPTION TO THE DISCLOSURE OF DOCUMENTS DESIGNATED BY THE SUBMITTING PARTY AS "SENSITIVE INFORMATION" SHALL NOT REQUIRE MBI TO ASSERT SUCH AN EXEMPTION. MBI'S GENERAL COUNSEL RETAINS THE SOLE DISCRETION AND AUTHORITY TO ASSERT AN EXEMPTION, AND HE MAY DECLINE TO EXERT SUCH AN EXEMPTION IF, WITHIN HIS DISCRETION, THE PUBLIC INTEREST IS SERVED BY THE DISCLOSURE OF ANY DOCUMENTS SUBMITTED BY THE SUBMITTING PARTY.

8. MBI shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
9. In the event that MBI determines that the subject documents are exempt from disclosure, the requesting party may seek review of MBI's determination before the Supervisor of Public Records, and MBI shall notify the Submitting Party in writing in the event that the requesting party pursues a review of MBI's determination.
10. In the event the requesting party pursues a review of MBI's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders MBI to disclose such documents to the requester, MBI shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.
11. In the event that MBI determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, MBI shall not assert an exemption, MBI shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

THE SUBMITTING PARTY'S SUBMISSION OF DOCUMENTATION TO MBI SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED TO MBI BY SUBMITTING PARTY AT ANY TIME, INCLUDING BUT NOT LIMITED TO THE ACKNOWLEDGEMENTS SET FORTH HEREIN, AND THAT SUBMITTING PARTY SHALL BE BOUND BY THESE PROCEDURES.

All documents submitted by Submitting Party, whether designated as "Sensitive Information" or not, are not returnable to Submitting Party.

**ATTACHMENT B
MASSACHUSETTS TECHNOLOGY COLLABORATIVE
AUTHORIZED RESPONDENT'S SIGNATURE AND ACCEPTANCE FORM**

The undersigned is a duly authorized representative of the Respondent listed below. The Respondent has read and understands the RFP requirements. The Respondent acknowledges that all of the terms and conditions of the RFP are mandatory, and that Respondent's response is compliant with such requirements. The Respondent specifically acknowledges the application of the procedures regarding disclosure of sensitive information as set forth in Attachment A of the RFP, and specifically agrees that it shall be bound by those procedures.

I certify that Respondent is in compliance with all corporate filing requirements and state and federal tax laws.

I further certify that the statements made in this Response to the RFP, including all attachments and exhibits, are true and correct to the best of my knowledge.

Respondent: _____
(Printed Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

ATTACHMENT C
FINANCIAL ASSISTANCE AWARD TO MBI, AWARD NUMBER NT10BIX5570070

See Attached

U. S. DEPARTMENT OF COMMERCE

GRANT COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

AWARD NUMBER

NT10BIX5570070

RECIPIENT NAME Massachusetts Technology Park

STREET ADDRESS 75 North Drive

FEDERAL SHARE OF COST \$45,445,444.00

CITY, STATE, ZIP CODE Westborough MA 01581-3335

RECIPIENT SHARE OF COST \$26,200,000.00

AWARD PERIOD 07/01/2010-06/30/2013

TOTAL ESTIMATED COST \$71,645,444.00

AUTHORITY The American Recovery and Reinvestment Act of 2009, Public Law 111-5, 123 Stat. 115 (2009).

CFDA NO. AND PROJECT TITLE

11.557 Recovery Act - The Massachusetts Broadband Institute MassBroadband 123

This award offer approved by the Grants Officer constitutes an obligation of Federal funding. By accepting this award offer, the Recipient agrees to comply with the award Terms and Conditions checked below. If this was a paper issued award offer, please send two signed documents to the Grants Officer and retain one set of signed award documents for your files. If this award offer is not accepted without modification within 30 days of receipt, the Grants Officer may unilaterally withdraw this award offer and de-obligate the funds.

- Department of Commerce Financial Assistance Standard Terms and Conditions
- Government Wide Research Terms and Conditions
- Bureau Specific Administrative Standard Award Conditions
- Award Specific Special Award Conditions
- Line Item Budget
- 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit, and Commercial Organizations
- 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to States and Local Governments
- OMB Circular A-21, Cost Principles for Educational Institutions
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
- OMB Circular A-122, Cost Principles for Non-Profit Organizations
- 48 CFR Part 31, Contract Cost Principles and Procedures
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements
REF: 73 FR 7696 (February 11, 2008).
- Other(s)
American Recovery and Reinvestment Act of 2009 - DoC Standard Terms and Conditions; 75 FR 3792, January 22, 2010; 75 FR 10464, March 8, 2010; 75 FR 14133, March 24, 2010.
American Recovery and Reinvestment Act of 2009 - DoC Standard Terms and Conditions

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Sonja Wyatt

TITLE

Grants Officer

DATE

06/28/2010

TYPE NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Mitchell Adams

TITLE

DATE

07/15/2010

Special Award Conditions

Award Number: NT10BIX5570070

Amendment Number: 0

1) New Award SAC

This award number NT10BIX5570070, to Massachusetts Technology Park, supports the work described in the Recipient's proposal entitled Recovery Act - The Massachusetts Broadband Institute MassBroadband 123 dated 03/25/2010, revised 424C, General Budget Overview, Detailed of Project Costs and Budget Narrative dated 06/18/2010, which is incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.

2) Matching Requirement

Since this award requires the Recipient to provide \$26,200,000 in project-related costs from non-federal sources, the Recipient must maintain in its official accounting records an accounting of \$45,445,444.

3) Award Payments

Your award payments will be made through electronic funds transfers using the U.S. Department of the Treasury's Automated Standard Application for Payments (ASAP) system. Grantees must enroll in ASAP system by emailing the following information to ASAP.Inquiries_Enrollment@noaa.gov:

1. EIN#
2. DUNS#
3. Name of Organization
4. Type of Organization (i.e. Non-profit, For Profit, State etc.)
5. Address
6. Point of Contact
7. Title
8. Point of Contact's Email Address
9. Phone Number

Please put the award number on the subject line of the email for reference.

4) ARRA Special Award Condition for Reporting Requirements

Reporting Requirements:

Pursuant to ARRA Special award conditions which are incorporated into this award. The recipient will report on the progress of their approved projects as reflected in the description of work which is incorporated by reference. Information from the progress reports will be available to the public.

The Recipient shall report the information described in section 1512(c) of the ARRA special award Condition using the reporting instructions and data elements that are provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed. Note: This is the primary reporting requirement under

ARRA. Additional progress reports are needed for the program office which is identified in a separate special award condition.

The ARRA report is due no later than 10 days following the end of each calendar reporting period. For example, for the period ending September 30, due October 10th, period ending December 31, due January 10th, period ending March 31, due April 10th, period ending June 30, due July 10, following this pattern until the expiration date of the award is reached.

Failure to provide acceptable reporting by the due date may result in the suspension or termination of your award.

5) BTOP-Wide SACs

A.Guidelines for Matching Funds:

Recipient will provide, from non-Federal sources, not less than 20 percent of the total project cost. Matching funds can be in the form of either cash or in-kind contributions consistent with the 15 CFR 14.23, 24.3 and 24.24 as applicable. The recipient may be asked to provide supporting documentation upon request from the Grants Officer or NTIA.

B.Incorporation of Requirements from the Notice of Funding Availability (NOFA):

The recipient shall comply with the requirements found in the Department of Commerce, National Telecommunications and Information Administration Broadband Technology Opportunities Program, 75 FR 3792, January 22, 2010 (http://www.ntia.doc.gov/frnotices/2010/FR_BTOPNOFA_100115.pdf)

C.Notice of Limited Waiver of Section 1605 (Buy American Requirement) of the American Recovery and Reinvestment Act of 2009 (ARRA)

In accordance with Section 1605 of the Recovery Act, the Secretary of Commerce has granted a limited waiver of the Recovery Act's Buy American requirements with respect to certain broadband equipment that will be used in projects funded under the BTOP. A description of this equipment is included in the notice of waiver published in the Federal Register at 74 FR31410 (July 1, 2009).

D. Whistleblower Protection Act Requirements:

The Recipient shall comply with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5 which provides protection for employees of non-federal employers making specified disclosures relating to possible fraud, waste, or abuse of Recovery Act funds. The act requires any non-federal employer receiving Recovery Act funds to post a notice of the rights and remedies provided under the Act. The Recipient shall display a poster at their job sites. Recipients are reminded that the Office of Inspector General will verify the appropriate place of this poster as part of any field work conducted. Failure to display the poster may result in an audit finding. The poster can be downloaded from the following web site:
<http://www.oig.doc.gov/recovery/whistleblower.html>

E.Interest-Bearing Accounts

This award is subject to 15 CFR 24.21 requiring recipients of Federal financial assistance to maintain advances of Federal funds in interest bearing accounts. Interest earned on Federal advances deposited in such accounts (with the exception of \$100 per year, which may be retained for administrative expenses) shall be remitted promptly.

The complete address for remitting checks for interest earned on Federal advances is Department of Health and Human Services, Payment Management System, P.O. Box 6021, Rockville, MD 20852. Recipients that do not have electronic remittance capability should send a check to this address. In keeping with Electronic Funds Transfer rules (31 USC part 206), interest should be remitted to the HHS Payment Management System through an electronic medium such as the FEDWIR Deposit System. Electronic remittances should be in the format and should include any data that are specified by the HHS as being necessary to facilitate direct deposit in HHS' account at the Department of Treasury.

6) Automated Standard Application for Payments system (ASAP)

Notwithstanding Section A.02 of the DoC Financial Assistance Standard Terms and Conditions, dated March 2008:

- a. The advanced method of payment shall be authorized unless otherwise specified in a special award condition.

- b. Payments will be made through electronic funds transfers, using the Department of Treasury's Automated Standard Application for Payment (ASAP) system and in accordance with the requirements of the Debt Collection Improvement Act of 1996. The following information is required when making withdrawals for this award: (1) ASAP account identification (id) = award number found on the cover sheet of this award; (2) Agency Location Code (ALC) = 13060001; and (3) Region Code = 02. Recipients do not need to submit a "Request for Advance or Reimbursement" (SF-270) for payments relating to this award. All non-ASAP Recipient Organizations must enroll electronically. The ASAP system no longer accepts paper forms for enrollment. If you are not currently enrolled in the ASAP system you must provide the Federal Awarding Agency with a Point of Contact name, e-mail address, mailing address, telephone number, EIN and DUNS numbers of your organization in order for the Federal Awarding Agency Enrollment Initiator (EI) to begin the on-line enrollment. If you have questions on this requirement please contact the Grant Specialist responsible for this award. If you have questions on the electronic process step-by-step instructions you may contact your responsible Regional Finance Center.

Advances taken through the ASAP shall be limited to the minimum amounts necessary to meet immediate disbursement needs. Advanced funds not disbursed in a timely manner must be promptly returned, via an ASAP credit, to the account from which the advanced funding was withdrawn. Advances shall be for periods not to exceed 30 days.

- c. This award has the following control or withdrawal limits set in ASAP:

None
 Agency Review required for all withdrawals (see explanation below)
 Agency review required for all withdrawal requests over
\$ _____ (see explanation below)
Maximum Draw Amount controls (see explanation below)
\$ _____ each month
\$ _____ each quarter
\$ _____ each year

d. Funds that have been withdrawn through ASAP may be returned to ASAP via the Automated Clearing House (ACH) or via FEDWIRE. The ACH or FEDWIRE transaction may only be performed by the Recipient's financial institution. Full or partial payments received by a Payment Requestor/Recipient Organization may be returned to ASAP. All funds returned to the ASAP system will be credited to the ASAP Suspense Account. The Suspense Account allows the Regional Financial Center to monitor returned funds and ensure that they are credited to the correct ASAP account. Returned funds that cannot be identified and classified to an ASAP account will not be accepted and will be returned to the originating depository financial institution (ODFI).

It is essential that the Payment Requestor/Recipient Organization provide its financial institution with ASAP account information (ALC, Recipient ID and Account ID) to which the returned funds are to be credited. Additional detailed information can be found at: <http://www.fms.treas.gov/asap/pay-return2.pdf>

There is a 10 day deadline for the Head of the Organization to initiate recipient enrollment upon receipt of ASAP registration notification. Failure to comply, could subject the award to a change the method of payment to reimbursement only.

7) Post-Award Reporting Requirements

The recipient shall submit a "Financial Status Report" (SF-425) on a quarterly basis for the periods ending March 31, June 30, September 30, and December 31 or any portion thereof. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 shall be submitted within 90 days after the expiration date of the award.

The recipient shall submit program-specific quarterly performance reports electronically to the Federal Program Officer in the same frequency as the Financial Status Report (SF- 425) unless otherwise authorized by the Grants Officer. The Federal Program Officer will provide updated instructions for accurate report completion at least 30 days prior to reporting period end date.

8) Infrastructure-Wide SACs

A.Nondiscrimination and Interconnection:

The recipient shall comply with the nondiscrimination and network interconnection obligations set forth in section V.D.3.b of the NOFA and in Section 6001(j) of the Recovery Act. Recipients may be asked to provide supporting documentation upon request from the Grants Officer. Failure to comply with this provision of the award may be considered grounds for any or all of the following actions: establishment of an account receivable for affected BTOP award, withholding payments under any and all BTOP awards to the recipient, changing the method of payment from advance to reimbursement only, or the imposition of other special award conditions, suspension of any BTOP active awards, and termination of any BTOP active awards.

B.Sale or Lease of Real Property Purchased with Award Funds:

Recipients may not sell or lease any portion of the award-funded broadband facilities or equipment during their life, except as otherwise approved by NTIA. NTIA will consider a petition for waiver of the restriction if: (1) the transaction is for adequate consideration; (2) the purchaser or lessee agrees to fulfill the terms and conditions relating to the project after such sale or lease; and (3) the transaction would be in the best interests of those served by the project. The petition

for waiver may be submitted at any time during the life of the award-funded facilities and equipment, and it must include supporting documentation and justification regarding why the petition should be granted. This requirement is not meant to limit CCI awardees from leasing facilities to another service provider for the provision of broadband services, nor is this section meant to restrict a transfer of control of the awardee (NOFA, Section IX.C.2).

C. Security Interest in Real Property including Broadband Facilities and Equipment

The recipient shall execute a security interest or other statement of NTIA's interest in real property including broadband facilities and equipment acquired or improved with Federal funds acceptable to NTIA, which must be perfected and placed on record in accordance with local law. This security interest will provide that, for the estimated useful life of the real property, facilities, or equipment, the recipient will not sell, transfer, convey, or mortgage any interest in the real property including broadband equipment acquired or improved in whole or in part with Federal funds made available under the award, nor shall the recipient use the real property including broadband facilities and equipment and for purposes other than the purposes for which the award was made, without the prior written approval of the Grants Officer. Such approval may be withheld until such time as the recipient first pays to NTIA the Federal share of the real property including broadband facilities and equipment as provided in 15 CFR 14.32 (15 CFR 24.31 for state, local, or other government entities). This security interest shall be executed in advance of any sale or lease and not later than closeout of the grant.

D. Construction-Related Requirements

-Maintenance. The recipient agrees that, for the estimated useful life of the facility funded with this award, the project will be properly and efficiently administered, operated, and maintained for the purpose authorized by this award and in accordance with the terms, conditions, requirements, and provisions of the award. If NTIA determines at any time during the estimated useful life of the project, that the project and any project property is not being properly and efficiently administered, operated, and maintained, NTIA shall have the right to terminate this award for cause and pursue any other remedies allowed by law.

-Compliance. The recipient shall comply, and must require each contractor or subcontractor to comply, with all applicable Federal, state, and local laws and regulations.

-Energy Efficiency. The recipient shall apply, where feasible, sustainable, and energy efficient, design principles for the purpose of reducing pollution and energy costs and optimizing lifecycle costs associated with the construction.

-Signs. The recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign(s) satisfactory to NTIA that identifies the project and indicates that the project is Federally funded. NTIA also may require that the recipient maintain a permanent plaque or sign at the project site with the same or similar information.

-Land, Easements, and Rights of Way. The recipient must disclose all encumbrances to the operating unit. The operating unit will not accept any encumbrance that interferes with the construction, intended use, operation, or maintenance of the project during its estimated useful life. Unless otherwise provided for in the award, prior to grant of the award and commencement of construction, or when requested by the operating unit, the recipient must furnish evidence, satisfactory in form and substance to the operating unit, that title to real property is vested in the recipient, and that it has obtained any rights-of-way, easements, State and local government permits, long-term leases, or other property interests.

-Relocation Assistance. The provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Pub. L. No. 91-646; 42 U.S.C. ? 4601 et seq.), are applicable to each recipient of assistance from an operating unit. This Act provides assistance to persons, businesses, or farm operations affected by the acquisition, rehabilitation or demolition of real property acquired for a project financed wholly or in part with Federal assistance funds. It also requires compliance with specific guidelines pertaining to reimbursable costs incidental to such land acquisition.

-Tribal Employment Rights Ordinances. In accordance with Departmental policy, all operating units must recognize Tribal Employment Rights Ordinances (TEROs), which may provide for preferences in contracting and employment, in connection with its financial assistance awards. Tribal ordinances requiring preference in contracting, hiring, and firing and the payment of a TERO fee are allowable provisions under Federal awards and should be incorporated by the operating unit under its grants and contracts with American Indian and Alaska Native tribal governments. The payment of the TERO fee, which supports the tribal employment rights office to administer the preferences, should generally be allowable as an expense that is ?necessary and reasonable for proper and efficient performance and administration? of an award, as provided under the applicable cost principles set out in 2 CFR 225.

9) Baseline Project Plan

Recipients shall submit baseline project plans and details regarding key outputs and outcomes from their projects within 45 days of the close of the first quarter. Federal Program Officers will provide guidance on the format and content of these baseline plans and details for this one-time data gathering activity.

Due Date: 11/15/2010

10) Environmental Assessment SAC

The grantee may not expend any Federal funds other than Management and Administration (M&A) funds and limited, preliminary procurement funds prior to the following:

-The completion of an environmental assessment (EA) that meets the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.);

-The completion of any required consultations, to include consultations with the State Historic Preservation Office (SHPO) and the appropriate federally recognized Native American tribes, under Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) (NHPA), and consultations with the U.S. Fish and Wildlife Service (USFWS) under Section 7 of the Endangered Species Act (16 U.S.C. 1531 et seq.);

-Demonstration of compliance with all other applicable federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The completion of a draft EA, and completion of any required consultations under Section 106 of the NHPA, must be completed no later than six months after the award date unless a formal request for extension is submitted and approved by the Grants Officer. The grantee

must comply with all conditions placed on the project as the result of consultation processes.

The allowable use of M&A funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction project planning, including collecting environmentally-related information;
- Applications for environmental permits;
- Studies such as the EA, and any wetland delineations, biological assessments, archaeological surveys, or other required analyses, and;
- Required consultation activities.

The allowable use of funds for limited, preliminary procurements prior to beginning project implementation includes, but is not limited to, the initiation of activities necessary to meet the project completion requirements as specified in the award, including the following:

- Purchase or lease of equipment, or entering into binding contracts to do so;
- Purchase of applicable or conditional insurance;
- Funds used to secure land or building leases, including right-of-way easements.

The allowable use of preliminary procurement funds is limited; must not result in an irrevocable commitment of resources; and is only allowed after inclusion in and approval of a revised 6-month expenditure plan. The revised 6-month expenditure plan is due within 30 days of receipt of this Special Award Condition (SAC) and will be reviewed by the Environmental Program Officer, who will make recommendations to the Federal Program Officer (who has final approval authority) to ensure all proposed procurement funds are reasonable and necessary to ensure that the project completion deadline requirements are met. All contracts must contain early termination clauses with termination costs clearly specified. All equipment purchased or leased in advance of project implementation and before completion of the EA and applicable consultations must be stored in locations other than the proposed project site and where there will be no impact to the environment, human health, or cultural resources (in most cases, this means equipment must be stored in existing warehouses). Under no circumstances will grant funds be drawn down for clearing or excavating land, or demolition or construction of buildings or towers, before all environmental SACs are completed and cleared. This limited, preliminary allowable use of funds for purchases and leases is designed for recipient flexibility and to streamline preparation for project implementation simultaneously during development of the EA and conduct of consultations; the clause, and all applicable restrictions, is lifted once the EA, applicable consultations, and Finding of No Significant Impact (FONSI; if applicable) are complete and approved.

While this Special Award Condition is in effect, the Recipient shall submit, in advance of any draw downs from Automated Standard Application for Payments (ASAP), a revised 6-month expenditure plan that presents the proposed M&A and limited, preliminary procurement activities and costs. The revised 6-month expenditure plan will be submitted electronically to the Environmental Program Officer, who will review it and provide recommendations to Federal Program Officer and the Grants Officer for final approval to ensure that the proposed activities and expenditures are reasonable and necessary in the context of environmental compliance. The Environmental Program Officer and Federal Program Officer must review and recommend and the Grants Officer must approve the revised 6-month expenditure plan prior to fund draw downs through ASAP.

Once the EA has been completed, NTIA will review all documentation and determine whether the EA sufficiently addresses all resource areas and whether the project may qualify for a FONSI. Projects found to have significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated. The grantee is required to provide any information requested by NTIA to ensure both initial and ongoing compliance with environmental and historic preservation laws, regulations, and best practices. The grantee shall notify NTIA within twenty-four (24) hours upon receipt of any notices of foreclosure; notices for continuing consultation received from the SHPO, Tribal Historic Preservation Office (THPO), USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

Any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts must be brought to the attention of NTIA and will be re-evaluated for compliance with applicable regulatory requirements.

For all ground disturbing activities that occur during project implementation in the vicinity of known archaeological sites or suspected or known burials, the grant recipient must ensure that an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitors ground disturbance, and if any potential archeological resources or buried human remains are discovered, then the grantee must immediately cease construction in that area and notify NTIA and the interested State Historic Preservation Offices, Tribal Historic Preservation Offices, and tribes. Such construction activities may then only continue with the written approval of NTIA.

Due Date: 01/02/2011

ATTACHMENT D
FORM OF AGREEMENT FOR PROJECT MANAGEMENT SERVICES

This attachment is available as a separate document on MTC's website. Respondent is strongly advised to review this document as soon as possible.

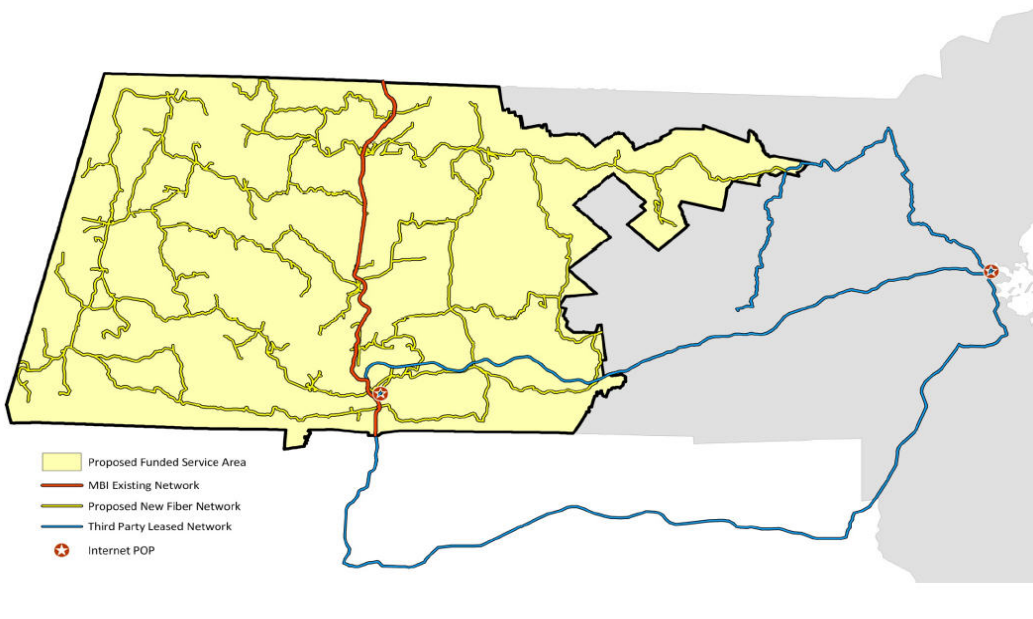
ATTACHMENT E COMMUNITY ANCHOR INSTITUTIONS

Type of Institutions	Estimated number of each type to be connected
Schools (K-12)	232
Libraries	126
Medical and Healthcare Providers	139
Public Safety Entities	378
Community Colleges	10
Public Housing	128
Other Institutions of Higher Educations	9
Other Community Support Organization	15
Other Government Facilities	355
Total	1,392

ATTACHMENT F MASSBROADBAND 123 NETWORK DETAILS & MAPS

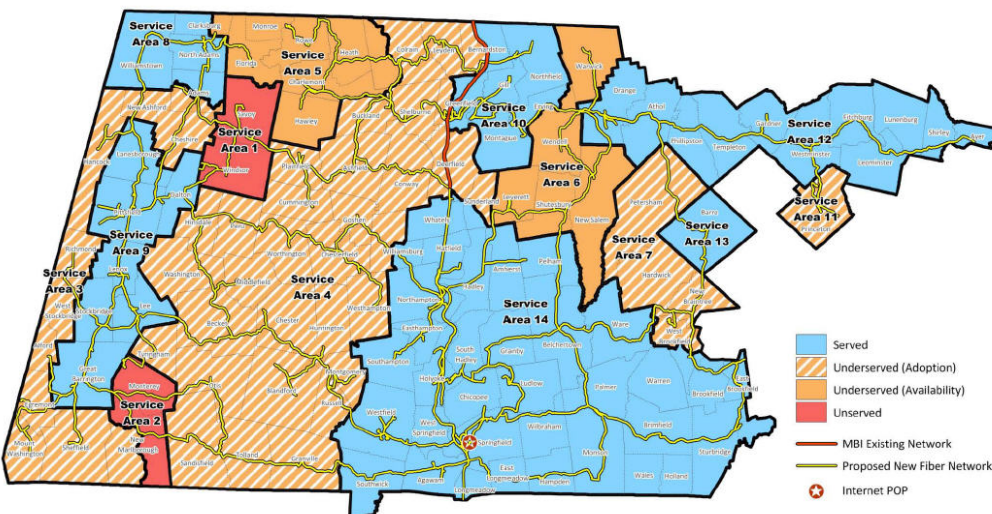
Network Maps – MassBroadband 123

Total Proposed Network



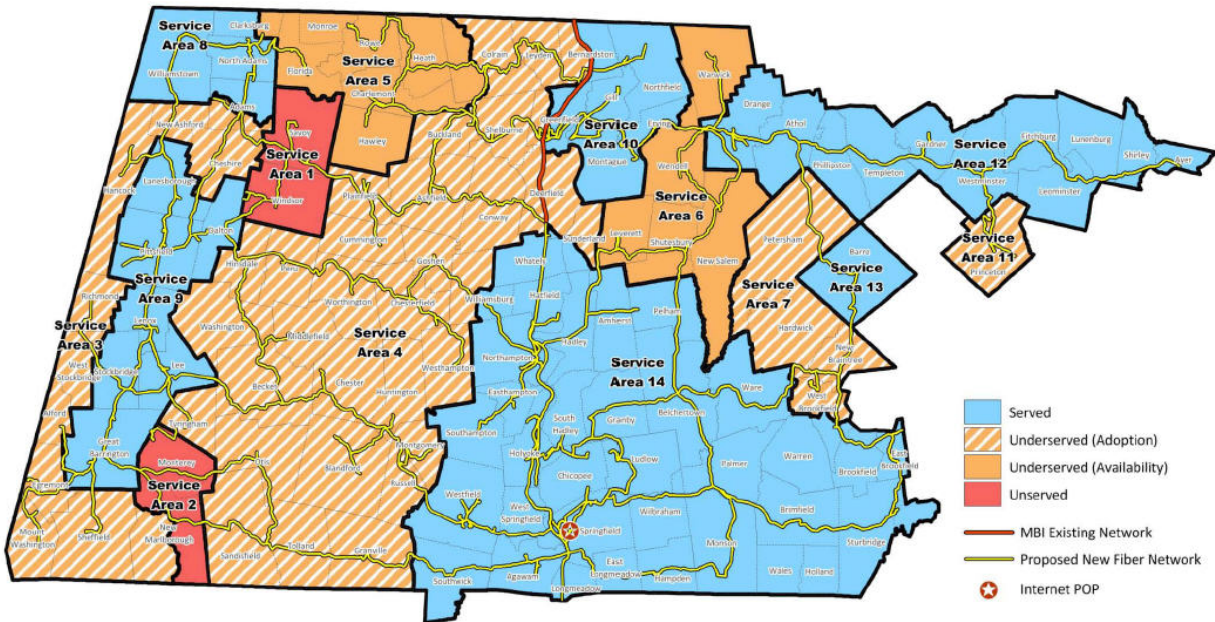
Network Maps – MassBroadband 123

Individual Service Areas and Proposed Network



Network Maps – MassBroadband 123

Individual Service Areas and Proposed Network



ATTACHMENT G Pricing Proposal

In consideration of the OPM's delivery of Basic Services, the Respondent proposes that the Owner pay the OPM on an hourly basis, up to the Basic Services Fee Cap, which shall not exceed \$ _____ *[insert total fee amount in numbers]* (_____) *[insert total fee amount in words]*.

The Basic Services Fee Cap is a cap for Basic Services related to the Agreement, and the actual amount paid by the Owner for Basic Services required during the duration of the Agreement may be an amount less than the Basic Services Fee Cap stated above. The OPM shall invoice the Owner based on hours worked pursuant to the Agreement, according to the hourly rates below and the schedule set forth below. During the course of the Agreement, the rates in effect shall not be increased above those delineated in the following table:

Hourly Rate Schedule

Title	Rate/Hr.

The OPM proposes to perform the Basic Services in accordance with the following Schedule:

Project Phase	Not-to-Exceed Fee
OIG Approval Phase	
Preliminary Engineering Award Phase	
Preliminary Engineering and Design Phase	
Design-Build Contract Award Phase	
Final Design and Buy-out Phase	
Construction Phase	
Project Close-out Phase	
Total	

In the event the Owner requests the OPM to perform any of the following as Extra Services, the following Unit Prices shall apply:

Title	Unit Price
Extra Independent Cost Estimates	
Route Facility License Application submitted after June 1, 2011	

The Fixed Expense Limit on reimbursable expenses pursuant to Section 10.1.1 shall be:

\$ _____ *[insert total Limit amount in numbers]*
(_____) *[insert total Limit amount in words].*

Alternates:

For services or deliverables that the Respondent has suggested in its Technical Proposal be added to or subtracted from the OPM's scope of work that is not included in the draft OPM Agreement, the following separate pricing:

The Respondent confirms that is has read and understood the Project Scope and Budget and all other portions of the Proposal Package.

[_____]
Respondent's name

By _____
Printed name and title

**Attachment H
 Buildout Timeline**

Key Phases and Milestones			
Quarter	Milestones	Support for Reasonableness	Evidence of Completion
Year 0	Complete I-91 fiber construction	Construction is already underway and a firm completion date for fiber deployment, splicing, and testing is available from the contractor. All work will be completed by summer 2010. This milestone is important because it completes a core segment of the network backbone.	Completed as-built drawings and project closeout
Year 0	Finalize agreement with Project Management/Construction Management team	MBI has consultants under contract for its I91 and grant preparation work, plus consultants on retainer. This, plus MTC and state procurement expertise, provide all the skills needed to issue an RFP for a PM/CM and evaluate responses. MBI has also met with a number of area contractors is well aware of availability and capability. This activity will take ~4 months, plus ~1 month for contract negotiations, and begins immediately upon grant submission. This milestone is important because the PM/CM hiring is a pre-requisite to construction.	Signed Contract
Year 0	Finalize agreement with Network Operator	MBI has completed extensive preliminary steps in engaging a network operator including; (a) holding an industry outreach meeting in 7/2009, (b) conducting meetings with potential network operators, and (c) releasing a network operator RFI to inform an RFP. After evaluation of RFI responses, MBI will prepare and issue an RFP which will take ~4 months plus ~1 month for contract negotiations, and will begin immediately on grant submission. This milestone is important because the Network Operator will influence final network design and be a key party to negotiation with node-location owners. Early signing of the network operator also allows pre-sales to begin to ensure rapid adoption of the network.	Signed Contract
Year 0	Finalize lease agreement for colocation space at One Federal Street (Point of Presence)	MBI has already met with the facility board of directors and management company and confirmed that colocation space is available. Contract negotiations will take about ~1 month and will be completed prior to grant award.	Signed Contract
Year 0	Execute pole attachment agreements with Verizon, National Grid and Western Mass Electric, and conduit agreements	MBI has held preliminary discussions with all three major utility companies in the region and has been provided with letters of support for the project. Negotiations for agreement will begin after grant submission and are expected to take 2~4 months to complete.	Signed Agreements
Year 1 Qtr. 1	Establish project design and specification standards and contractor forms	Commencing immediately after the PM/CM under contract, project design standards, finalized specification standards, and other project management documents. These standards are essential to execution and control of the project.	Project standards established

**Attachment H
Buildout Timeline**

Quarter	Milestones	Support for Reasonableness	Evidence of Completion
Year 1 Qtr. 1	Start Network Design & Prepare & submit pole attachment applications for Eastern Region	The first area to be designed will be the Eastern Region. Work on that design will commence upon hiring of the PM/CM. Upon completion of negotiations with applicable pole owners, MBI will submit pole attachment applications for the Eastern Region, at least in part, to facilitate early connection of certain higher priority locations. MBI will begin this process with its existing contractor, while completion will depend on hiring of the PM/CM.	Pole attachment applications
Year 1 Qtr. 2	Make ready construction begins	The PM/CM will conduct preparatory activities so that joint make-ready surveys can begin no later than Y1Q1. This process takes 45 days from application to availability of make ready estimates. MBI/MTC will promptly pay make-ready estimates to minimize delays. Fiber deployment can not begin on a route until make ready has been completed.	Work orders are issued by utility companies for pole rearrangements
Year 1 Qtr. 2	Environmental permitting completed	Environmental maps have already been prepared as a part of this application process. The maps and associated information will help the PM/CM firm in executing all environmental studies and permits. The project is almost exclusively based on existing rights-of-way and aerial deployment, so environmental impacts are minimal. Where impact may occur, mitigation plans or network rerouting will be defined so that minimal environmental impact occurs. Environmental permits are a pre-requisite for fiber deployment.	Permits are received by MBI
Year 1 Qtr. 2	Complete network design and engineering in the Southern Region & Northern Region	The network will be built in separate regions. For policy and priority reasons the construction will be started on the Eastern Ring first. The network design and engineering will be undertaken by a staff of at least 14 FTEs from the PM/CM team and Network Operator. Subject matter experts will be brought to tasks as required. Completed design and engineering are prerequisites for permitting and make ready in the region.	Drawing package and design specifications are "issued for construction"
Year 1 Qtr. 3	Prepare & submit pole attachment applications for Southern and Northern Regions	Upon completion of design and engineering, MBI will submit pole attachment applications for the Southern and Northern Regions. This is the pre-requisite step for make ready for Southern and Northern regions. Pole owners will provide make ready estimates as noted above in 45 days from the application. Pole attachment agreements are staggered between rings to enable pole owners to more easily meet their 180 day deadlines.	Application packages are finished and submitted

**Attachment H
 Buildout Timeline**

Quarter	Milestones	Support for Reasonableness	Evidence of Completion
Year 1 Qtr. 3	Contract with construction contractor	MBI will procure one or more construction contractors through a public procurement process for construction. The procurement process will begin after the PM/CM are hired, and must be completed by Y1Q3. The procurement and contracting process will take ~ 6 months and must be completed at least 1 month prior to construction beginning. MBI has confirmed availability of interested contractors.	Contract signed
Year 1 Qtr. 3	Cabinet design and siting agreements	MBI has conducted extensive outreach with municipalities and public safety regarding locations for network equipment nodes. All entities have indicated interest in assisting in this process. MBI and contractors will confirm site locations, and finalize designs and agreements for inside equipment facilities and outside cabinets which are planned for 22 locations. This is a prerequisite for equipment deployment but does not need to be completed prior to submitting permits due to having multiple options available for locations.	Drawings and specifications submitted and agreements are executed
Year 1 Qtr. 3	Complete One Federal Street build-out	One Federal Street is the networks primary interconnection point with the Internet. Its completion is required prior to the first network users going live, but other activities are not dependent on it. Due to the completed deployment of I91 fiber, and potential for limited early use of some network segments, this build-out will be completed early in the plan, and can be moved earlier in the schedule should that be necessary. The fit-out of the room should take under 2 months from completion of the contract.	Cages and equipment are in place and ready for use
Year 1 Qtr. 3	Complete network design and engineering in the Eastern Region	The full network design for the Eastern Region will be completed by this point. This is a pre-requisite for construction, and depends on finalization of all network routes. To ensure timely completion of network design, 14 FTE are allocated to this effort across the three regions.	Eastern region drawing and specification package is issued for construction
Year 1 Qtr. 4	Execute IRUs	MBI intends to obtain two IRUs to connect western Massachusetts with key locations in Eastern Mass, one from NEREN and a second from UMass MITI. Both IRUs will be obtained as long term, and are required before the network is fully operational. Other than full operation, there are no dependencies on them. MBI will execute the IRU agreements 6 months prior to the completion of network construction. If some users come onto the network early and require transport to eastern MA, then MBI may execute one of the IRU agreements earlier than this quarter. Equipment for lighting/upgrading the IRUs will not be purchased until after the IRU contracts are completed.	Signed IRUs

**Attachment H
 Buildout Timeline**

Quarter	Milestones	Support for Reasonableness	Evidence of Completion
Year 1 Qtr. 4	Procure fiber optic cable and OSP equipment/hardware	MBI will procure the fiber optic cable and equipment and have it drop shipped to the contractor's yard. The procurement process itself will take about 3 months, and vendors indicate that they typically ship fiber of these quantities within 2 weeks. MBI will confirm availability and place fiber orders sufficiently in advance to ensure timely arrival.	Cable and equipment is staged in contractor's yard and warehouse.
Year 1 Qtr. 4	Complete network design and engineering in the Northern Region	The full network design for the Northern Region will be completed by this point. This is a pre-requisite for construction, and depends on finalization of all network routes. To ensure timely completion of network design, 14 FTE are allocated to this effort across the three regions.	Northern region drawing and specification package is issued for construction
Year 2 Qtr. 1	Make ready construction is completed in the Eastern and Southern Regions	MBI will receive notification from pole owners that make ready is completed. Make ready completion is a pre-requisite to construction. Make ready completion does not happen all at once, it will be a rolling process, with MBI receiving notification on portions of each region as they complete. Y2Q1 completion of make ready matches the 180 period that the pole owners are allowed.	Written permission is received from utility companies to attach to the poles in Eastern and Southern Regions
Year 2 Qtr. 1	OSP fiber construction begins in the Eastern and Southern Region	As make ready is completed, construction can begin. The number of construction crews deployed will vary depending on the amount of make ready which is completed and status against construction schedule. Productivity can be measured through daily work reports and red-line as-builts which will be received from field construction inspectors who approve completed work.	Construction crews are deployed.
Year 2 Qtr. 2	Make ready construction is completed in the Northern Region	MBI will receive notification from pole owners that make ready is completed. Make ready completion is a pre-requisite to construction. Make ready completion does not happen all at once, it will be a rolling process, with MBI receiving notification on portions of each region as they complete. Y2Q2 completion of make ready accomodates the 180 period that the pole owners are allowed.	Written permission is received from utility companies to attach to the poles in Northern Region.
Year 2 Qtr. 2	OSP fiber construction begins in the Northern Region	As make ready is completed, construction can begin. The number of construction crews deployed will vary depending on the amount of make ready which is completed and status against construction schedule. Productivity can be measured through daily work reports and red-line as-builts which will be received from field construction inspectors who approve completed work.	Construction crews are deployed.

**Attachment H
 Buildout Timeline**

Quarter	Milestones	Support for Reasonableness	Evidence of Completion
Year 2 Qtr. 2	Receive/stage electronic equipment	MBI will use an open and competitive procurement process to obtain electronics to light the fiber network and support connected CAIs. This milestone is placed at near its latest date to ensure that the equipment warranties are not wasted. The procurement process will require ~4 months, and vendors will be provided with ample lead time to plan for the equipment shipment (and installation).	Electronic equipment is staged in contractor's yard and warehouse.
Year 2 Qtr. 3	OSP fiber construction is completed in the Southern and Eastern Regions	Fiber construction in the region(s) is completed with all fiber deployed on poles and in conduit, and run to all CAIs to be directly connected during the project. Completion of this milestone means the network is ready for splicing.	Asbuilts are filed and reconciliation of construction activities are completed for the Southern and Eastern Regions
Year 2 Qtr. 3	Begin CAI connections and equipment installation	Prior to connecting CAIs, exterior and interior site surveys will be completed and equipment manifests prepared for each location. This activity represents the start of actual inside plant deployment to CAIs.	First CAI deployment completed
Year 2 Qtr. 3	67% of network construction completion	NTIA BTOP Milestone for 67% complete within 2 years.	2/3 of milestones complete 2/3 of money expended
Year 2 Qtr. 3	Fiber splicing and testing and equipment installation complete in Southern Region	Completion of all splicing in completed region(s) and deployment of optical equipment including successful execution and documentation of end-to-end tests of network integrity and signaling losses within specification. This is dependent on construction completion and is a pre-requisite for network operation for a region.	Electronically formatted test data for cable and electronics is received from the technicians. Equipment as-builts are received.
Year 2 Qtr. 3	Initial network operations begin in the Southern Region	Network region becomes operational after completion of construction, testing, and deployment of all equipment.	Proof of acceptance tests completed First customer goes live
Year 2 Qtr. 4	OSP fiber construction is completed in the Eastern Regions	Fiber construction in the region(s) is completed with all fiber deployed on poles and in conduit, and run to all CAIs to be directly connected during the project. Completion of this milestone means the network is ready for splicing.	Asbuilts are filed and reconciliation of construction activities are completed for the Southern and Eastern Regions
Year 2 Qtr. 4	Fiber splicing and testing and equipment installation complete in the Eastern and Northern Regions	Completion of all splicing in completed region(s) and deployment of optical equipment including successful execution and documentation of end-to-end tests of network integrity and signaling losses within specification. This is dependent on construction completion and is a pre-requisite for network operation for a region.	Electronically formatted test data for cable and electronics is received from the technicians. Equipment as-builts are received.
Year 2 Qtr. 4	Network testing and acceptance complete	Network region becomes operational after completion of construction, testing, and deployment of all equipment.	Proof of acceptance tests completed First customer goes live

**Attachment H
 Buildout Timeline**

Quarter	Milestones	Support for Reasonableness	Evidence of Completion
Year 2 Qtr. 4	Network Construction Complete	All outside plant work for all regions is completed.	Construction crews demobilize.
Year 3 Qtr. 1	100% of network construction completion	NTIA BTOP Milestone for 100% project completion within 3 years.	100% of construction milestones complete
Year 3 Qtr. 2	CAI connections completed	Inside plant work at remaining CAI's completes as part of grant project.	Last CAI Connected
	Post Construction Activities		
Year 3 Qtr. 2	Decommission all construction related activities	Once construction has been completed, construction crews can be demobilized, final as-builts assembled, and routine end-of-construction tasks begun to wrap up the project.	Construction crews demobilized
Year 3 Qtr. 3	Complete final annual Audit		Audit report
	Grant Activities 100% Complete	NTIA BTOP Milestone for 100% project completion within 3 years.	100% of grant funds expended

ATTACHMENT I OFFICER'S CERTIFICATE

- 1) Is your organization in compliance with of all 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) (a) Are your organization's financial statements audited? and,
Yes No
(b) If so, have you received a "going concern" opinion from such audit firm during the past three years?
Yes No
- 8) Are more than 25% of your revenues derived from any single customer?
Yes No
- 9) Did your organization have positive net income in each of the two most recent fiscal years?
Yes No
- 10) 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.

Certification

The undersigned, _____, hereby certifies
(Name and Title)

that I am a duly authorized representative of _____
(Company Name)

and that all of the foregoing answers and all statements contained in any explanation are complete, true and correct. Providing false or misleading information or failure to provide all required information will be considered grounds for decertification. I attest to the accuracy of all information contained in this application and verify that the information submitted is in fact complete, accurate and true.

Signed and sworn under the penalties of perjury

Dated at: _____
(location)

This _____ day of _____ 2010

By: _____
(Signature)

Name: _____
(Printed or Typed)

Title/Position: _____