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REQUEST FOR PROPOSALS FOR SPECIALIZED CONSULTING SERVICES

RFP No. (2011-GA-01)

**Massachusetts Technology Collaborative
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Westborough, MA 01581-3340
<http://www.masstech.org>**

Procurement Team Leader:	Jeanne M. Napolitano
RFP Issued:	August 5, 2010
Questions Due:	August 25, 2010
Answers to Questions Posted:	August 31, 2010
Responses Due:	3:00 p.m. September 9, 2010

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1. Introduction

1.1. Background on Current Request for Proposals

- (a) In order to more fully implement MTC's internal procurement procedures and promote a more open and competitive bidding process for the full range of specialized consulting services that MTC may prospectively require from time to time (the "Specialized Consulting Services", comprised of the categories set forth in Section 2 of this Request for Proposals), MTC is issuing this Request for Proposals for Specialized Consulting Services, RFP No. 2011-GA-01 ("RFP"). By structuring this process in the form of a Request for Proposals, Respondents will be competing against each other for selection by MTC to provide it with Specialized Consulting Services in one or more categories, and pursuant to hourly rates and personnel schedules that are required to be submitted by Respondents to this RFP. (Respondents may, but are not required to, use Attachment C for this purpose). MTC shall compare the submissions of all Respondents pursuant to the evaluation criteria set forth in this RFP, and intends to complete the process of selecting and contracting with Respondents by October 1, 2010. Thereafter, work orders awarded to any selected Respondent (via "Mini-Bid" or "List Selection", as those terms are defined in Section 5.1(q)), are deemed to be awarded on a competitive basis. At the conclusion of this RFP, MTC intends to select and enter into Master Agreements with various individuals and/or firms to assure that MTC has ongoing and expeditious access to the Specialized Consulting Service providers at competitive (and preferably discounted) rates.
- (b) As a general rule that may be subject to exceptions in the sole exercise of MTC's discretion, MTC has determined that only Respondents selected under this RFP shall be eligible for the award of prospective work orders for the Specialized Consulting Services set forth herein with MTC commencing on or after September 1, 2010. As a result, any firm interested in providing MTC with General Legal Services on work orders awarded on or after September 1, 2010 is required: (1) to respond to this RFP; and (2) if selected, to execute MTC's Master Agreement for Services (the "Master Agreement") available at Attachment D (see Section 3.1(d) for more detail regarding the Master Agreement). In the event that a Respondent selected under this RFP is currently party to a Master Agreement, MTC will exercise its discretion in either maintaining the current Master Agreement or terminating the agreement and requiring execution of a new Master Agreement.
- (c) **RESPONDENTS PLEASE NOTE:**
- (i) Individuals providing Consulting Services to MTC may be considered to be "special state employees" subject to the provisions of the Massachusetts Conflict of Interest Law (M.G.L. c.268A). MTC's Master Agreement requires contractors to certify, among other things, compliance with the Conflict of Interest law.
 - (ii) Selection of a Respondent under this RFP does not commit MTC to procuring any services under any Master Agreement executed pursuant to this RFP.
 - (iii) Respondents to the RFP who are currently (or who anticipate that they prospectively may be) providing services to MTC grantees are advised to review MTC's procurement conflicts policy (located at www.masstech.org/agencyoverview/procurement.htm). As part of its response, Respondent must affirmatively indicate whether it has contracts for services funded in part or in whole by MTC grants.
 - (iv) Certain of MTC's divisions (more fully described in Section 1.2) have received grant funding under the American Recovery and Reinvestment Act of 2009 ("ARRA"). In the event the fees for services provided to those divisions is charged to the federal grants, selected respondents contracted with to provide such services will be subject to certain federal flow down provisions. Applicable federal flow down provisions will be set forth in the specific work order. See Attachment E for a sample of the types of flow down provisions.

1.2. Background on MTC

MTC is an independent public instrumentality of the Commonwealth of Massachusetts chartered by the Commonwealth to serve as a catalyst for growing its innovation economy. MTC brings together leaders from industry, academia, and government to advance technology-based solutions that lead to economic growth, job creation, and public benefits in Massachusetts. MTC energizes emerging markets in the high-tech sector by filling gaps in the marketplace, connecting key stakeholders, expanding broadband

services, conducting critical economic analysis, and providing access to intellectual and financial capital. For additional information about MTC and its programs and initiatives, please visit our website at www.masstech.org.

MTC has four primary divisions: the John Adams Innovation Institute (the "Innovation Institute"), the Massachusetts Broadband Institute ("MBI"), the Massachusetts e-Health Institute ("MeHI"), and the Healthcare Technologies and Life Sciences Initiative. It is anticipated that the Specialized Consulting Services set forth herein will be required on an ongoing basis to address a wide range of issues concerning each of those divisions (described below), as well as services related to MTC's general corporate management ("Executive Management").

1.2.1. The John Adams Innovation Institute

Established as a division of the MTC in 2004, the charge of the Innovation Institute is to improve conditions for growth in the Commonwealth's innovation economy by: 1) enhancing institutional and industry competitiveness throughout the Commonwealth; 2) promoting conditions which enable growth throughout the Massachusetts innovation economy; and 3) providing accurate and reliable information, data and analysis to stakeholders in the Massachusetts innovation economy that promotes understanding and informs policy at the federal, state, and local level.

Innovation Institute investments are made from two public purpose funds provided for by the Legislature: the \$35 Million Massachusetts Research Center Matching Fund and the \$15 Million Innovation Institute Fund.

MTC has the ability to allocate and invest capital in a flexible manner and its ability to address ever-changing market conditions is a vital – even decisive – advantage for the Innovation Institute's work. These awards are referred to as investments to convey and reinforce the desired understanding by all program participants that the Innovation Institute seeks a direct role as partner as well as grant-making authority during all phases of the project -- from development through final evaluation.

The Innovation Institute's investment program is managed through four (4) funding opportunities.

1. REGIONAL PRIORITY GRANT PROGRAM: This funding supports economic growth opportunities for the innovation economy in designated regions by (i) understanding existing and/or emerging technology markets; and (ii) organizing and aligning resources to enable regions to fund select clusters' development projects which enable them to compete for state, national and global market opportunities to develop, retain, and grow regional employment.
2. PROJECT AWARD PROGRAM: This funding supports opportunities for the development, retention, and growth of employment in technology-focused economic sectors across Massachusetts through a direct impact on business conditions, an increase in business formation, and a strengthening of technology clusters.
3. RESEARCH CENTER DEVELOPMENT GRANT (*COLLABORATIVE R&D PARTNERSHIP*): This funding increases strategic investment in Research and Development conducted in Massachusetts through research centers, and promotes the formation of partnerships between Massachusetts industry and research institutions that lead to economic growth.
4. RESEARCH CENTER MATCHING GRANTS: This funding increases the probability that major center awards will be made to joint university applicant teams that include significant participation by Massachusetts research institutions, and increase the economic benefit derived by the Commonwealth from center-based research.

1.2.1.1. Research and Analysis Unit

The Innovation Institute provides technical and research and analysis ("R&A") services to the high-technology sector in Massachusetts. These services are critically important to understanding the conditions and performance of cluster growth and regional economic development across the Commonwealth.

A central activity of the R&A unit is the production of MTC's annual publication of the *Index of the Massachusetts Innovation Economy*. The *Index* acts as the premier, fact-based benchmark for measuring the performance of the knowledge-based economy in Massachusetts. Each year the R&A unit, with the advice of its Advisory Committee, revisits the indicators and framework to keep current with the evolving understanding of the innovation economy and provide important insights into its strengths

and weaknesses. The Innovation Institute believes that the *Index* has been an important tool enabling stakeholders and policymakers to engage in dialogue, and to calculate what it will take to preserve, enhance, strengthen and grow the industry clusters of the knowledge-based innovation economy in Massachusetts.

1.2.1.2. Development Assistance

The Innovation Institute provides various forms of non-financial development assistance to projects that are aligned with its mission and are designed to accomplish stated goals and objectives. In this regard, the Innovation Institute focuses its attention on efforts promoting the development of technology-intensive industries (or clusters) in the Commonwealth and to deploy technology to address specific social and economic issues in the Commonwealth. In both types of collaborations, the Innovation Institute serves principally as a catalyst and facilitator for discussions among interested parties defining problems, identifying potential solutions, and taking necessary actions.

1.2.2 The Massachusetts Broadband Institute

The Massachusetts Broadband Institute (“MBI”) is a non-divisible component of MTC. Its mission is to extend affordable high-speed Internet access to all homes, businesses, schools, libraries, medical facilities, government offices, and other public places across our state.

Governor Deval Patrick created the Massachusetts Broadband Institute when he signed the Broadband Act into law in August 2008. The Act gives MTC the authority to invest on behalf of MBI up to \$40 million of state bond funds in necessary and long-lived infrastructure assets—such as conduits, fiber-optic cable, indefeasible rights of use and wireless towers—according to a comprehensive broadband plan that the MBI is designing and will execute.

MTC, acting through its MBI division, is the recipient of two federal awards from the United States Department of Commerce under its Broadband Technology Opportunities Program (Award No. 25-50-M09017, CDFA No. 11.558; and Award No. NT10BIX5570070, CDFA No. 11.557). The first award is to support MBI’s efforts to gather detailed broadband availability and infrastructure data from unserved and underserved areas across the Commonwealth in order to develop a database of broadband availability and capability at the county, community and street address level. The second is to support the *Mass Broadband 123* project to build an open access middle mile fiber network servicing 123 western and north central Massachusetts communities connecting local business to new customers, students to learning opportunities, and first responders to vital information.

1.2.3 The Massachusetts eHealth Institute

The Massachusetts e-Health Institute (“MeHI”) is a non-divisible component of MTC. Established by an act of the Massachusetts Legislature, MeHI is responsible for advancing the dissemination of health information technology across the Commonwealth, including the deployment of electronic health records (“EHR”) systems in all health care provider settings that are networked through a statewide HIE.

MeHI and the Health Information Technology Council have developed the *Commonwealth of Massachusetts Health Information Technology Strategic Plan* which contains a framework for making Massachusetts eligible for the maximum amount of near-term funding available through the Health Information Technology for Economic and Clinical Health (“HITECH”) Act provisions under ARRA. These resources are expected to help MeHI prepare providers in the Commonwealth to qualify for substantial adoption incentive funds.

MTC, acting through its MeHI division is the recipient of two federal awards (Award No. 90RC0016/01, CDFA No. 93.718; Award No. 90HT0038/01, CDFA No. 93.719) under the HITECH Act from the United States Department of Health and Human Services as administered by its Office of the National Coordinator (“ONC”). The first is to support MeHI’s activities as the Commonwealth’s only designated Regional Extension Center (“REC”). The RECs are intended to furnish assistance, both educational and technical, to help healthcare providers successfully implement and achieve “meaningful use” (as that term is defined by the ONC) of federally-certified EHR systems in accordance with the objectives of the HITECH Act. The second award is to support the development of a statewide health information exchange to which the EHR systems will be linked in order to facilitate the sharing of health information electronically recorded and stored by healthcare providers between and among healthcare practitioners, patients, hospitals and ancillary healthcare service providers when necessary and consented to by the patient.

1.2.4 Healthcare Technologies and Life Sciences Initiatives

1.2.4.1 Healthcare Technologies Initiative

Massachusetts' healthcare system is vitally important for the well being of its citizens and the strength of its economy. MTC, through its Healthcare Technologies Initiative, and with consulting assistance from the New England Healthcare Institute (NEHI) are working to speed adoption of technologies that save lives and reduce costs in healthcare. MTC's work in this area has brought together policymakers, healthcare experts, physicians, and business leaders to break down barriers impeding widespread implementation of advanced technologies.

Technologies such as Computer Physician Order Entry systems—used by physicians to order medications, lab work, and other diagnostic tests for patients—are proven and their benefits are known. Detailed analysis conducted by MTC with consulting assistance from NEHI shows that these computer systems can save millions of dollars and hundreds of lives annually. Working with all of the major stakeholders, we set a goal to implement CPOE systems in all Massachusetts hospitals during the next four years.

The goal of the Massachusetts Hospital CPOE Initiative is to improve patient safety and quality, and to lower costs in the state's healthcare system. Its objective is to achieve full implementation of Computerized Physician Order Entry (CPOE) systems in all acute care hospitals in the state within four years.

MTC has worked with NEHI and the Health Technology Center (HTC) on MTC's FAST Initiative. The FAST Initiative has been established as a way to promote the adoption of promising, innovative technologies. The Initiative's goal is to create and test methods by which payers and providers can actively speed the uptake of selected innovations that are valuable to patients. The FAST Initiative will provide a vehicle for payers and providers to:

- select from emerging technologies those with potential for improved patient outcomes and cost savings;
- identify each selected technology's highest value applications (by patient groups, treatment settings, or appropriate organizational preparation and support);
- define the barriers to adoption of the innovation in large populations; and
- accelerate the pace of dissemination with those applications.

The FAST Initiative builds upon the technology forecasts and value analyses conducted by both NEHI and HTC as consultants to MTC. FAST will draw upon the expertise and extensive collections of technology reviews conducted for MTC to select the most promising innovations to be considered.

1.2.4.2 Life Sciences Initiative

MTC, through its Life Sciences Initiative, provides the primary staff for, and is a strong financial supporter of, the Massachusetts Life Sciences Collaborative (LSC). The LSC is not a business division of MTC but is rather a coalition of participants dedicated to bringing together leaders in academia, business and government to enhance the life science super cluster in Massachusetts. The LSC is committed to enhancing the Commonwealth's preeminent position in research, development, and the commercialization of products that address the critical needs in health care and the treatment of disease. In doing so, the LSC hopes to expand economic opportunities for Massachusetts.

The mission of the LSC is to sustain productive dialogue among key life science stakeholders and to reach consensus with policy-makers on a comprehensive strategy to expand the life sciences cluster in Massachusetts. The importance and need for this initiative is underscored by the strong financial and staff support provided by organizations such as the Boston Foundation, University of Massachusetts, Harvard University, Massachusetts Institute of Technology, and MTC. And now, in its third year, over 50% of the LSC is contributing to the financial sustainability of this effort, further demonstrating its effectiveness.

A critical component of the LSC is its 41 member Leadership Council co-chaired by Harvard University President Drew Faust, Massachusetts Institute of Technology President Susan Hockfield, Genzyme CEO Henri Termeer and University of Massachusetts President Jack Wilson. The Council features a diverse and prominent group of executives who have demonstrated leadership in their respective spheres of activity. This group ultimately provides critical influence, direction and action for LSC priorities.

2. Services Required

2.1. General

Respondents may request qualification in one or more of the categories described herein. Responding firms should clearly indicate the category or categories for which they wish to be considered for selection. MTC will select firms to provide the Specialized Consulting Services described. MTC may choose in the sole exercise of its discretion to select all, some or none of the Respondents. In addition, selection of a Respondent pursuant to this RFP does not guarantee that MTC will award any work orders for Specialized Consulting Services to any of the Respondent firms.

2.2. Life Sciences Initiative

The LSC leadership has identified key strategic priorities for the Massachusetts Life Sciences super cluster. Currently, there is strong activity around the formation of a Biomanufacturing Executive Roundtable, the development of a Massachusetts life sciences talent exchange and the continued formation of innovation and venture capital in life sciences. Through these efforts, the LSC hopes to continue its work to strengthen the Massachusetts Life Sciences super cluster. In order to help the LSC reach the goals it has defined for itself, the MTC staff may require consulting support in the following areas:

- Strategic and governmental advisory support to help develop and continue the overall strategy of the Collaborative as well as specific identified strategic priorities
- Support with high level interactions and meetings involving leaders ranging from our co-chairs to legislative leaders to the Governor
- Support conducting, facilitating and managing Leadership Council meetings, task force meetings and other forums
- Biomanufacturing economic development support and assistance managing the newly formed Massachusetts Biomanufacturing Roundtable
- Communications, PR and marketing support for the Life Sciences Collaborative
- Support for development of the MA Life Sciences Talent Exchange
- Support to help develop, plan and execute the life sciences venture formation recommendations
- Support to help determine opportunities for existing programs that aid life sciences venture formation
- General economic and business strategy support to develop LSC initiatives
- Support identifying and developing future priorities for the LSC
- Development and execution of biomanufacturing training programs and courses (primarily through community colleges)
- Development and execution of Biomanufacturing Communities of Practice system (web, social media, other)
- Development and execution of Massachusetts biomanufacturing communications strategy

2.3. Massachusetts e-Health Institute

As a result of its receipt of federal funding support and the drafting of the operational plans for the REC and the HIE, MeHI anticipates the need for the following Specialized Consulting Services:

HIE Services

- HIE services technical architecture consulting
- Multi-State/ Regional architecture consulting
- Operational performance measurement consulting for multi-vendor management
- Business/ Financial/ Revenue Model consulting to develop HIE revenue model
- Cross State Agency business, technical and operational architecture rationalization consulting
- Evaluation to measure MeHI and Vendor performance and stakeholder attitudes
- Audit services for HIE program

Web Development Services

- Site development
- Content development
- Tool development
- Training workshop development and implementation
- REC Implementation Guidebook development support
- REC Outreach Brochures and collateral development support

Consumer/Provider Outreach Engagement Services

- Develop multi-language capabilities and translation services
- Targeted multi-cultural web site components
- Targeted multi-cultural printed collateral
- Consumer Focus Groups organization, design and facilitation consulting
- Educational Program development

Evaluation Services

- Program Monitoring and Evaluation Plan development consulting
- Execution of monitoring and evaluation of HIE, implementation optimization organizations, electronic health records systems vendors and health care providers
- Business Analyst services for evaluation program

Marketing Assistance

- Branding consulting
- Collateral message development support
- Marketing campaign development and support services
- REC and HIE publications development and distribution services
- Sales strategy and plan development and execution consulting
- Sales expertise and consulting

Medicaid Services

- Medicaid-specific consulting
- Management consulting
- Public Relations and communications consulting
- Database development and support services
- Publications development and distribution support
- Event planning and execution support

Project Management Office Services

- Project management tactical services to develop specific PMO artifacts
- Quality data analysis and consulting expertise.

2.4. The Massachusetts Broadband Institute

As a result of its receipt of federal funding support and the potential receipt of additional funding, the MBI anticipates the need for the following Specialized Consulting Services:

- Broadband Deployment Expertise
 - o Procurement Development
 - o Deployment Strategy
- Web Development Services
 - o Re-Design of MBI specific web pages
 - o Tool Development

- o Portal Development
- Marketing Assistance
 - o Develop multi-language web site components and printed collateral
 - o Collateral message development support
 - o Information campaign development and support
 - o Build a website/portal dedicated to a target audience to improve broadband awareness and adoption
 - o Utilize social media to reach target audiences

2.5. Strategic Planning and other specialized services

2.5.1. Marketing, Outreach and Advertising Services

MTC will consider proposals for marketing, outreach and advertising services in the areas of electronic health records, Medicaid and broadband deployment. MTC is looking for ideas and proposals to reach target audiences in e-health and broadband. Services may include but not be limited to the following:

- Paid media (advertising)
- Website development, maintenance, video production & hosting
- Digital/social media development
- Marketing materials, such as brochures, fact sheets, slicks and FAQs
- Creation of new toll-free hotline(s) for customers, health care providers and consumers
- Development of advertising and outreach strategies to inform citizens about the state's work to bridge the digital divide by making affordable broadband accessible in every region of the state with particular focus on western and north central Massachusetts.

MTC may choose to create a public awareness campaign targeting healthcare providers and healthcare consumers with key messages (e.g., federal incentives, data security) regarding the transition to electronic health records. The campaign may include but not be limited to the following:

- Develop a common, trusted "brand" for information on electronic health records;
- Build a website/portal dedicated solely to electronic health records that would be a "one stop shop" destination for providers and consumers;
- Create multi-cultural and multi-lingual communication tools (e.g. brochures, fact sheets, slicks, other collateral material) that present basic facts about electronic health records implementation and available incentives to Medicaid providers and consumers;
- Utilize social media (e.g. YouTube, Facebook, Twitter, LinkedIn, and MeetUp) to reach target audiences;
- Establish a new telephone hotline/800 number dedicated to answering questions and offering information about electronic health records.

2.5.2. Management Consulting and Assistance

MTC requires consulting services related to the management of its resources, employees and third party relationships, including executive mentoring, matters relating to MTC's Board of Directors and Governing Board, as well as other general management issues.

2.5.3. Strategic Consulting

In an effort to continuously improve its performance and as a result of recent changes, MTC is interested in identifying strategic consultants to assist in maximizing its efforts in development of and support for the Massachusetts Innovation Economy. From time to time, strategic consulting services may be needed to, among other things: maximize the productivity of MTC's workforce; better equip its employees and Executive Management with the skills to effectively perform essential tasks; improve the effectiveness of MTC's internal processes, including compliance with the requirements of being a recipient of federal funds; support economic development, construction projects; and expanded activities in the area of

international economic development; and provide high-level advice and assistance with in the areas of public relations and communications, generally.

2.5.4. Programmatic Development and Improvement

These services may entail addressing and improving MTC's processes for monitoring and evaluating its many programs and initiatives, and all related matters, including, but not limited to consulting on proposed changes to existing programs or the creation of new programs, and assessing, creating and setting the long-term direction of various programs and initiatives within MTC and each of its divisions.

2.5.5. Variations on Specialized Consulting Services Specified Above

Respondents that have unique expertise in areas related in some relevant capacity to any of the categories set forth above are encouraged to submit responses. Additionally, Respondents are encouraged to propose such other Specialized Consulting Services that they believe, based on the descriptions in Section 1.2, would be of interest to MTC. Such responses should include an explanation of how and why such services would be useful to MTC.

3. Submission of Responses

3.1 Schedule

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

August 5, 2010	RFP Issued
August 25, 2010	Deadline for all questions and clarification inquiries, preferably submitted via e-mail to ticia@masstech.org
August 31, 2010	Deadline for all answers to Respondents questions.
September 9, 2010	Responses due by 3:00 p.m.
October 1, 2010	Deadline for Execution of Master Service Agreement

- (b) **Responses will be due no later than 3:00 p.m. EST, on September 9, 2010.** Responses received later than the date and time specified will be rejected or deemed non-conforming and returned to the Respondent unopened. MTC assumes no responsibility or liability for late delivery or receipt of responses.
- (c) 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.
- (d) *Master Agreement:* The selected Respondent(s) will execute the standard Master Agreement, appended hereto as Attachment D. The Master Agreement and any work orders issued to Respondent will be managed for MTC by its Contracts Administrator and relevant Project Manager. **RESPONDENTS ARE REQUIRED TO SPECIFY ANY EXCEPTIONS TO THE MASTER AGREEMENT AND TO MAKE ANY SUGGESTED COUNTERPROPOSAL(S) WITH THEIR RESPONSE. FAILURE TO SPECIFY EXCEPTIONS AND/OR COUNTERPROPOSALS WILL BE DEEMED AN ACCEPTANCE OF THE MASTER AGREEMENT'S TERMS AND CONDITIONS, AND NO SUBSEQUENT NEGOTIATION OF SUCH PROVISIONS SHALL BE PERMITTED.** See Attachment D for additional instructions.

3.2 Questions

Questions regarding this RFP may be submitted to the address set forth in Section 3.3(b) or by electronic mail to ticia@masstech.org. All questions must be received by 5:00 PM EST on August 25, 2010. Submission of questions by electronic mail is strongly encouraged. Please include the RFP number on the envelope or in the subject heading. Responses to all questions received will be posted on or before 5:00 pm on August 31, 2010 to MTC's and the CommPASS websites.

3.3 Instructions for Submission of Responses:

Respondents are cautioned to read carefully and conform to the requirements of this specific RFP. Failure to comply with the provisions of this RFP may serve as grounds for rejection of a response.

- (a) All responses must be submitted in writing, on 8 ½ x 11 paper (including all required submissions), with one (1) unbound original; one (1) unbound copy; six (6) bound copies (no three ring binders); and one electronic version (.pdf or .doc) thereof.

RESPONDENTS ARE CAUTIONED TO REVIEW ATTACHMENT A, PRIOR TO SUBMITTING AN ELECTRONIC COPY OF THEIR RESPONSE. 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 RESPONSE SHOULD BE DELETED FROM THE ELECTRONIC COPY PRIOR TO SUBMISSION TO MTC.

- (b) Responses **must** be delivered to:

Request for Proposals for Specialized Consulting Services
RFP No. 2011-GA-01
Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581

- (c) A statement indicating compliance with the terms, conditions and specifications contained in this RFP must be presented in the response. Submission of the signed Authorized Respondent's Signature and Acceptance Form (Attachment B) shall satisfy this requirement.
- (d) Any and all data, materials and documentation submitted to MTC in response to this RFP shall become MTC's property and shall be subject to public disclosure under the Massachusetts Public Records Act. In this regard, Respondents are required to sign the Authorized Respondent's Signature and Acceptance Form, set forth as Attachment B hereto.

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 AND UNDERSTANDS THE PROCEDURES FOR HANDLING MATERIALS SUBMITTED TO MTC, AS SET FORTH IN ATTACHMENT A HERETO, (2) AGREES TO BE BOUND BY THOSE PROCEDURES, AND (3) AGREES THAT MTC 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.

3.4 Information Required:

- (a) Response Cover Sheet: Respondents must provide all the information on the Response Cover Sheet appended hereto as Attachment B.
- (b) Executive Summary: Respondents should provide a summary of their organization, their qualifications for those categories for which they seek selection and their proposed approach for working with MTC. This summary should be a maximum of 2 pages in length.
- (b) Statement of Firm Qualifications: All responses must include a statement of qualifications, experience and description of the Respondent firm and its history. The response should specifically indicate the firm's current and historical expertise in providing the Specialized Consulting Services identified in the RFP.
- (c) Staff Qualifications: All responses must include resumes of each individual who will be providing Specialized Consulting Services under any work order, as well as written descriptions of the individuals' experience. All Respondents must identify the individual(s) who will have primary responsibility for contact and communications with MTC and the person who is authorized to negotiate and contractually-bind Respondent. MTC reserves the right to investigate and review the background of any or all personnel assigned to work under the Master Agreement including any work orders thereto, and, based on such investigations, to reject the use of any persons within MTC's discretion. Any changes to personnel require formal written approval by MTC, and MTC reserves the right to terminate the Master Agreement and/or the relevant work order if changes are not approved.
- (d) References: All responses must include references from at least 3 clients of the firm, and preferably clients who have utilized the firm on matters related to the Specialized Consulting Services. The references must include a contact person, a full address, and a phone number. In addition to the foregoing, all responses must include a listing of public and private clients for whom the firm has provided services similar to those set forth in this RFP, with a description of the services provided. If individuals identified as participants in a contract entered into under this

RFP previously participated in any of the projects performed for other clients on the foregoing list, please identify the projects in which the individual participated.

- (e) **Billing Rates and Structure:** MTC anticipates establishing a set rate schedule with the selected firm for the period ending **June 30, 2012**. In anticipation of this process, Respondents are required to include the following information in their response.
- A schedule of hourly rates to be charged by personnel identified in the qualification statement above and rate categories for additional personnel that may work on specific assignments. Respondents please note that work performed under a work order to the Master Service Agreement will generally be billed in accordance with the hourly rates provided by the Respondent (the "the Offered Rate").
 - A list, by type and amount, of any additional fees, overhead charges, or reimbursable expenses, if any. As a general policy, MTC does not pay mark-ups on reimbursables or out-of-pocket expenses, nor does MTC pay for word processing, secretarial overtime or meals. For travel costs, MTC pays the IRS rate per mile.
- (f) **Tax Law Compliance:** All responses must include an affidavit of compliance with all corporate filing requirements and compliance with State tax laws. Submission of the signed Authorized Respondent's Signature and Acceptance Form (Attachment B) shall satisfy this requirement.

4. Evaluation Process and Criteria

MTC's evaluation committee shall evaluate each Response that is properly submitted. Selection of Respondents to provide Specialized Consulting Services in one or more of the specified categories will be based on the following criteria:

- (a) Ability of the Respondent to respond to and meet the guidelines and conditions set forth in this RFP.
- (b) Demonstrated capacity, facilities and organizational structure to perform the type of services sought in this RFP.
- (c) Adequacy of Respondent's financial resources to support the successful performance of the services sought in this RFP.
- (d) Qualifications and experience of the Respondent and the primary personnel identified to provide the services in each applicable category.
- (e) Record of performance with other clients.
- (f) Experience in providing similar services to other clients.
- (g) Demonstrated knowledge of the categories identified in Section 2 of this RFP for which Respondent seeks selection.
- (h) Reasonableness of the Offered Rates and billing structure, including a stated willingness (and preferably a commitment) to offer additional discounts, flat fees, blended rates, fee caps, substantial use of associates and other forms of competitive pricing during a Mini-Bid or List Selection.
- (i) Ability to comply with the requirements of federal and state law relative to Equal Employment Opportunity.
- (j) Lack of debarment status by either the state or federal government.

While the order of these factors does not generally denote relative importance, MTC acknowledges that selecting "best value" providers primarily requires a balanced combination of (1) reasonable Offered Rates and the availability of discounted rates, flat fees, blended rates and caps on fees; and (2) strong experience and demonstrated expertise in the category or categories of Specialized Consulting Services for which Respondent seeks selection.

MTC reserves the right to consider such other relevant factors as it deems appropriate in order to obtain "best value" providers of Specialized Consulting Services. MTC may or may not seek additional information from Respondents prior to making contractor selections.

This RFP does not commit MTC to select any firm, award any work order, pay any costs incurred in preparing a response, or procure or contract for any services or supplies. MTC reserves the right to

accept or reject any or all submittals received, cancel or modify the RFP in part or in its entirety, or change the RFP guidelines, when it is in the best interests of MTC to do so.

5. Other Provisions

5.1. General Information

- (a) The terms of 801 C.M.R. 21.00: Procurement of Commodities and Services is incorporated by reference into this RFP. The foregoing notwithstanding, MTC's Master Agreement (appended hereto as Attachment D) incorporates the Commonwealth's Terms and Conditions and shall constitute the only contract requiring execution. 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 responses, 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 responses or otherwise inconsistent with these statutes will be void and disregarded. The foregoing notwithstanding, MTC 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. 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 MTC shall not be liable under any circumstances for the subsequent disclosure of any materials submitted to it by Respondent pursuant to this RFP and/or in connection with any contract entered into between Respondent and MTC as a result of this RFP process.
- (c) Further, any selected Respondent must recognize that in the performance of the Master Agreement and any work orders issued thereunder it may become a holder of personal data (as defined in M.G.L. c. 66A) or other information deemed confidential by the Commonwealth. Respondent shall comply with the laws and regulations relating to confidentiality and privacy, including any rules or regulations of the MTC. Any questions concerning issues of confidentiality, the submission of materials to MTC, application of the procedures set forth in Attachment A or any other questions related to these matters, please contact Matthew L. Schemmel, Esq., at MTC.
- (d) It is the policy of MTC 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: (1) the availability of adequate resources and staffing to efficiently and expeditiously service MTC's needs; (2) the necessary experience, organization, qualifications, skills and facilities to provide the types of Specialized Consulting Services set forth in this RFP; (3) a satisfactory record of performance in the provision of the Specialized Consulting Services set forth in this RFP; (4) the ability and willingness to comply with the requirements of Federal and State law relative to equal employment opportunity. **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.**
- (e) MTC makes no guarantee that any Specialized Consulting Services will be purchased pursuant to any Master Agreement entered into with Respondent as a result of this RFP.
- (f) 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 MTC 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.

- (g) Respondents are prohibited from communicating directly with any employee of MTC 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 MTC, application of the procedures set forth in Attachment A or any other questions related to these matters, may contact Matthew L. Schemmel, Esq., at MTC.
- (h) 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.
- (i) 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. MTC will determine if a proposed alternative method of performance achieves substantially equivalent or better performance.
- (j) The goal of this RFP is to select and enter into Master Agreements with the Respondents that will provide the best value of Specialized Consulting Services to achieve the procurement goals of MTC. Respondents are therefore invited to propose alternatives which provide substantially better or more cost-effective performance than achievable under a stated RFP specification.
- (k) Costs that are not specifically identified in the Respondent's response and/or not specifically accepted by MTC as part of the Master Agreement will not be compensated under any contract awarded pursuant to this RFP. MTC shall not be responsible for any costs or expenses incurred by Respondents in responding to this RFP.
- (l) The Respondent may not alter the RFP or its components except for those portions intended to collect the Respondent's response (Cost pages, etc.). 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. The foregoing notwithstanding, proposed exceptions and/or counterproposals to the Master Service Agreement are permitted to be submitted with a Response.
- (m) Respondent's submitted Response shall be treated by MTC 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.
- (n) If MTC determines that it is necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its provisions, a supplement will be posted to MTC's and the CommPASS websites. MTC's RFP evaluation committee reserves the right to amend the RFP at any time prior to the deadline for submission of responses.
- (o) Submitted Responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.
- (p) MTC's prior approval is required for any subcontracted services under any Master Agreement entered into as a result of this RFP. Selected Respondents are responsible for the satisfactory performance and adequate oversight of their subcontractors. Subcontractors are required to meet the same requirements and are held to the same reimbursable cost standards as the selected Respondents.

- q) Master Agreements and work orders entered into as a result of this RFP shall be on a fee for service basis. It is anticipated that MTC shall select multiple Respondents to this RFP and intends to enter into a Master Agreement with each of the selected Respondents. Once Respondents have been selected and have executed a Master Agreement, MTC intends to award all work orders for Specialized Consulting Services as of October 1, 2010, based on either (1) bids submitted by selected Respondents (the "Mini-Bid"), or (2) MTC's discretion in determining which of the selected Respondents presents the best value option (the "List Selection"). Procurements done by either Mini-Bid or List Selection shall be deemed competitive. MTC expects that the majority of work orders will be executed pursuant to a Mini-Bid. It is further anticipated that the term of the Master Agreement entered into pursuant to this RFP will be for a term of at least twenty-four (24) months, with MTC options to renew it in its discretion.

5.2 Waiver Authority

MTC 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 cancel all or part of this RFP at any time prior to awards.

5.3 Disclaimer

This RFP does not commit MTC to award any funds, pay any costs incurred in preparing a response, or procure or contract for services or supplies. MTC 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.

5.4 Changes/Amendments to RFP

This RFP has been distributed electronically using MTC's and the CommPASS websites. It is the responsibility of respondents to check the MTC or CommPASS websites for any addenda or modifications to a RFP to which they intend to respond. MTC, 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, the John Adams Innovation Institute, the Massachusetts e-Health Institute and the Massachusetts Broadband Institute (collectively referred to herein as “MTC”) 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 MTC. As a result, any information submitted to MTC 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 MTC’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 MTC 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 MTC’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 MTC OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO MTC, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO MTC 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 MTC 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 MTC, the Submitting Party must provide a cover letter, addressed to MTC’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 MTC, 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 MTC 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 MTC's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to MTC 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 MTC 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 MTC staff. By submitting a grant application, request for response, or any other act that involves the submission of information to MTC, the Submitting Party certifies, acknowledges and agrees that (a) MTC's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by MTC 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) MTC is not liable under any circumstances for the subsequent disclosure of any information submitted to MTC by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or MTC was negligent in disclosing such documents.
5. In the event that MTC receives an inquiry or request for information submitted by a Submitting Party, MTC 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 MTC'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 MTC's receipt of the public records request, and MTC may, but shall not be required to provide Submitting Party an opportunity to present MTC 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 MTC FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF MTC OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "SENSITIVE INFORMATION" OR TO BIND MTC IN ANY MANNER CONCERNING MTC'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 MTC TO ASSERT SUCH AN EXEMPTION. MTC'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. MTC 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 MTC determines that the subject documents are exempt from disclosure, the requesting party may seek review of MTC's determination before the Supervisor of Public Records, and MTC shall notify the Submitting Party in writing in the event that the requesting party pursues a review of MTC's determination.

10. In the event the requesting party pursues a review of MTC'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 MTC to disclose such documents to the requester, MTC 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 MTC determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, MTC shall not assert an exemption, MTC 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 MTC SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED TO MTC 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.

The Respondent understands that, if selected by MTC, the Respondent and MTC will execute written agreements specifying the mutual requirements of participation. The undersigned (*please check one*):

- ☐ has specified exceptions and counterproposals to the terms and conditions of the Master Agreement;
- ☐ agrees to the terms and conditions set forth therein and has submitted **two** signed copies with its response; or
- ☐ is already a signatory to a Master Agreement with MTC.

The undersigned acknowledges and agrees that the failure to submit exceptions and counterproposals with this Response shall be deemed a waiver, and the Master Agreement shall not be subject to further negotiation.

Respondent agrees that the entire bid response will remain valid for sixty (60) days from receipt by MTC.

I certify that Respondent is in compliance with all corporate filing requirements and State 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: _____

Response Cover Sheet

Name of Respondent			
Mailing Address	City/Town	State	Zip Code
Telephone	Fax	Web Address	
Primary Contact for Clarification		Primary Contact E-mail Address	
Authorized Signatory		Authorized Signatory E-mail Address	
Legal Status/Jursdiction (e.g., a Massachusetts corporation)		Respondents DUNS No.	
Service Categories for Qualification (by RFP Section Number)			

THIS SPREADSHEET IS ALSO AVAILABLE AS A SEPARATE MSEXCEL FILE ON MTC'S WEBSITE.

[illegible]

Direct Materials	
<i>Item</i>	<i>Amount</i>
<i>Total</i>	\$0

Other Direct Expenses	
<i>Item</i>	<i>Amount</i>
<i>Total</i>	\$0

Travel Expenses		
<i>From:</i>	<i>To:</i>	<i>Amount</i>
	<i>Total</i>	\$

Attachment D Master Agreement for Services

IF RESPONDENT HAS NO EXCEPTIONS TO THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT, PLEASE
FOLLOW THE INSTRUCTIONS SET FORTH BELOW.

1. FILL IN THE REQUIRED FIELDS (INDICATED BY SHADED BOXES)
2. PRINT OUT **TWO** COPIES OF THE AGREEMENT.
3. SIGN EACH COPY AT PAGE 11.
4. REVIEW AND COMPLETE AND SIGN ATTACHMENT D THERETO. NOTE: THE FIRST TWO ITEMS REQUIRE A RESPONSE.
5. RETURN BOTH ORIGINALLY SIGNED AGREEMENTS TO MTC TOGETHER WITH YOUR SUBMISSION IN RESPONSE TO THIS RFP. **DO NOT BIND THE AGREEMENTS WITH THE ORIGINAL SUBMISSION.**
6. UPON SELECTION BY MTC, THE HOURLY RATES PROPOSED BY RESPONDENT WILL BE APPENDED TO THE AGREEMENT AS ATTACHMENT A.

IF YOU HAVE ANY QUESTIONS REGARDING THESE INSTRUCTIONS, PLEASE CONTACT JEANNE NAPOLITANO, GRANTS & CONTRACTS ADMINISTRATOR, AT MTC (508-870-0312, x1221 OR NAPOLITANO@MASSTECH.ORG)

Attachment E

Sample of Federal Flow Down Provisions

1. Federal Funding / Flowdown Provisions: Because the Services and Deliverables set forth herein may fall within the purview of a grant award received by MTC pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA") from either the United States Department of Commerce ("DOC") (Award No. 25-50-M09017, CDFA No. 11.558; and Award No. NT10BIX5570070, CDFA No. 11.557) or the United States Department of Health and Human Services ("DHHS") (Award No. 90RC0016/01, CDFA No. 93.718; Award No. 90HT0038/01, CDFA No. 93.719) (individually, the "DOC Federal Grant" or the "DHHS Federal Grant"; collectively, the "Federal Grants"), Contractor may be subject to certain provisions that are required to flow down from MTC's grant agreement with the specific agency. Therefore, for purposes of this Work Order only, Contractor may be subject to the following additional clauses.
 - a) Recordkeeping, Audit and Inspection of Records. In the event fees for Services and Deliverables provided hereunder are applied against either of the Federal Grants, Section 15 of the Agreement is supplemented by the following:
 - i) Any representative of the Comptroller General of the United States or of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. APP.) is authorized to examine any records of the Contractor that pertain to and involve transactions relating to the Services and Deliverables under this Work Order, and to interview any officer or employee of Contractor regarding such transactions.
 - ii) If Contractor receives \$500,000 or more in federal funding in any of its fiscal years, then an audit will be required of Contractor pursuant to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507). Such audits will be performed within nine (9) months of the end of the Federal fiscal year. It is Contractor's responsibility and obligation to monitor its receipt of federal funds and comply with this requirement.
 - b) Non-Discrimination. No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. Therefore, in the event fees for Services and Deliverables provided hereunder are applied against either of the Federal Grants, the Contractor agrees to comply with the non-discrimination requirements below:
 - a) Statutory and Other Provisions For DOC Federal Award.
 - (1) Title VII of the Civil Rights Act of 1964 (42 USC §§ 2000d *et seq.*) and DOC implementing regulations published at 15 CFR Part 8, which prohibit discrimination on the grounds of race, color, or national origin under any programs or activities receiving Federal funding assistance;
 - (2) Title IX of the Education Amendments of 1972 (20 USC §§ 1681 *et seq.*) prohibiting discrimination on basis of sex under any programs or activities receiving Federal funding assistance;
 - (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and DOC implementing regulations published at 15 CFR Part 8B, prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
 - (4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 *et seq.*) and DOC implementing regulations published at 15 CFR Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - (5) The Americans with Disabilities Act of 1990 (42 USC §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation; and

- (6) Parts II and III of Executive Order 11246 (30FR 12319, 1965), as amended by Executive Order 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), requires Federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that Executive Order and Department of Labor regulations implementing Executive Order 11246 (41 CFR § 60-1.4(b), 1991).
- (7) Executive Order 13166 (August 11, 2000), "Improving Access to Services for Persons with Limited English Proficiency," and DOC policy guidance issued on March 24, 2003 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons.

b) Statutory Provisions For DHHS Federal Award.

- (1) Title VII of the Civil Rights Act of 1964 (42 USC §§ 2000d *et seq.*) and DHHS implementing regulations published at 45 CFR Part 80 which prohibit discrimination on the grounds of race, color, or national origin under any programs or activities receiving Federal funding assistance;
- (2) Title IX of the Education Amendments of 1972 (20 USC §§ 1681 *et seq.*) and DHHS implementing regulations published at 45 CFR Part 80 prohibiting discrimination on basis of sex under any programs or activities receiving Federal funding assistance;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and DHHS implementing regulations published at 45 CFR Parts 84 and 85 prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
- (4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 *et seq.*) and DHHS implementing regulations published at 45 CFR Part 91 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (5) The Americans with Disabilities Act of 1990 (42 USC §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation; and

c) Title VII Exemptions for Religious Organizations. Generally, Title VII of the Civil Rights Act of 1964, 42 USC §§ 2000e *et seq.*, provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- c) False Claims or Public Concerns. In the event fees for Services and Deliverables provided hereunder are applied against either of the Federal Grants, Contractor shall promptly refer to MTC any public concerns raised to Contractor about the use of ARRA funds (Section 1514), or credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim (e.g., falsification of time sheets, reports or invoices) under the Federal False Claims Act or has committed a criminal or civil violation pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds. Contractor acknowledges that Section 1865 of ARRA, amends Section 257 of the Trade Act of 1974 increasing false claims penalties to allow imprisonment up to 2 years, or fines or both.
- d) Activities Abroad. In the event fees for Services and Deliverables provided hereunder are applied against either of the Federal Grants, Contractor will ensure that project activities carried on outside the United States are coordinated as necessary with appropriate Governmental Authorities and that appropriate license, permits or approvals are obtained.

- e) USA PATRIOT Act. In the event fees for Services and Deliverables provided hereunder are applied against either of the Federal Grants, Contractor agrees to abide by the terms of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act ("USA PATRIOT Act") codified at 18 U.S.C. 175-175c, as such terms apply to this Work Order.
- f) U.S. Flag Air Carriers. In the event fees for Services and Deliverables provided hereunder are applied against either of the Federal Grants, and to the extent applicable to Contractor's provision of services under this Work Order, Contractor agrees to comply with the requirement that U.S. flag air carriers be used by Contractor to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with U.S. General Services Administration regulations on U.S. flag air carriers and code shares.
- g) Governmentwide Debarment and Suspension (Nonprocurement). In the event fees for Services and Deliverables provided hereunder are applied against either of the Federal Grants, Contractor will comply with the provisions of Subpart C of 2 CFR Part 1326, "Governmentwide Debarment and Suspension (Nonprocurement)" (published in the *Federal Register* on December 21, 2006, 71 FR 76573), which generally prohibit entities that have been debarred, suspended or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions.
- h) Health Insurance Portability and Accountability Act ("HIPAA"). In the event fees for Services and Deliverables provided hereunder are applied against the DHHS Federal Grant, Contractor will comply with the provisions of HIPAA codified at 42 U.S.C. 201, *et seq.*

2. **Restriction on Use of Funds.**

- a) Lobbying. In the event the fees for Services and Deliverables provided hereunder applied against either of the Federal Grants exceed \$100,000, this Work Order shall be subject to 31 U.S.C. §1352, as implemented at 15 CFR Part 28, "New Restrictions on Lobbying." Contractor shall submit a completed "Disclosure of Lobbying Activities" (Form SF-LLL), regarding the use of non-federal funds for lobbying. The Form SF-LLL shall be submitted to MTC within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed.
- b) Additional Restrictions under the DHHS Federal Grant Only:
 - i) Controlled Substances. Contractor shall not knowingly use funds provided hereunder to support activities that promote the legalization of any drug or other substance included in Schedule I of the Schedule of controlled substances established by Section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation shall not apply if the Contractor notifies the General Management Office that (i) there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance; or (ii) federally-sponsored clinical trials are being conducted to determine therapeutic advantage.
 - ii) Restriction on Abortion. Funds provided hereunder may not be spent for an abortion.
 - iii) Restriction on Distribution of Sterile Needles. Funds provided hereunder may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.