



## **Request for Qualifications for Communications & Outreach Services**

**RFQ No. 2016-MeHI-01**

**Massachusetts Technology Collaborative  
[Massachusetts eHealth Institute]  
75 North Drive  
Westborough, MA 01581-3340  
<http://www.masstech.org>**

<b>Procurement Team Leader:</b>	<b>Rik Kerstens</b>
<b>RFQ Issued:</b>	<b>8/31/2015</b>
<b>Questions Due:</b>	<b>9/8/2015</b>
<b>Answers to Questions Posted:</b>	<b>9/15/2015</b>
<b>Responses Due:</b>	<b>9/28/2015</b>

## 1 **Introduction**

Massachusetts Technology Collaborative (“Mass Tech Collaborative”), on behalf of Massachusetts eHealth Institute (“MeHI”), is issuing this Request for Qualifications for Communications & Outreach Services (RFQ No.2016-MeHI-01) (the “RFQ”) to solicit responses from qualified contractors (“Respondents”) with experience supporting outreach teams in executing integrated communication and outreach strategies. The desired firm will have in-depth knowledge of and experience in the Health IT field, including but not limited to the areas of Electronic Health Records (“EHR”), Meaningful Use (“MU”), Health Information Exchange (“HIE”), and the federal and state funding designed to advance the adoption of Health IT programs, such as the Medicaid EHR Incentive Payment Program.

Respondents will be competing against each other for selection to provide the consulting services set forth herein (the “Communication Services”). The submissions of all Respondents shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFQ, and one or more Respondents may be selected to provide these services.

Mass Tech Collaborative will be the contracting entity on behalf of Massachusetts eHealth Institute. For the purposes of this RFQ (and except where the specific context warrants otherwise), Massachusetts eHealth Institute and Mass Tech Collaborative are collectively referred to as Mass Tech Collaborative.

### **RESPONDENTS PLEASE NOTE:**

- (a) This RFQ does not commit Mass Tech Collaborative to select any firm(s), award any work order, pay any costs incurred in preparing a response, or procure or contract for any services or supplies. Mass Tech Collaborative reserves the right, in its sole discretion, to accept or reject any or all submittals received, to negotiate with any or all qualified Respondents, to request modifications to proposals in accordance with such negotiations, to request supplemental or clarifying information from respondents, or to cancel, amend or modify the RFQ in any manner, in part or in its entirety, at any time.
- (b) Individuals providing services to Mass Tech Collaborative may be considered “special state employees” subject to the provisions of the Massachusetts Conflict of Interest Law (M.G.L. c.268A). Mass Tech Collaborative’s Master Agreement for Services (the “Master Agreement”) requires contractors to certify, among other things, compliance with the Massachusetts Conflict of Interest law.
- (c) Respondents to this RFQ who are currently (or who anticipate that they prospectively may be) providing services to Mass Tech Collaborative grantees are advised to review the Mass Tech Collaborative procurement conflicts policy (located at <http://masstech.org/procurements>). As part of its response, Respondent must affirmatively indicate whether it has contracts for services funded in part or in whole by Mass Tech Collaborative grants.
- (d) If the contract awarded pursuant to this RFQ exceeds \$100,000, it will be subject to 31 U.S.C. § 1352, as implemented at 15 CFR Part 28, "New Restrictions on Lobbying." The Contractor shall require all subcontractors whose subcontract exceeds \$100,000 to 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 within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL shall be submitted from tier to tier until received by Mass Tech Collaborative.

See Section 3 for other eligibility requirements.

## 2 **Background on Sponsors and Project**

### 2.1 **Massachusetts Technology Collaborative**

Mass Tech Collaborative is an independent public instrumentality of the Commonwealth of Massachusetts chartered by the Commonwealth to serve as a catalyst for growing its innovation economy. Mass Tech Collaborative brings together leaders from industry, academia, and government to advance technology-focused solutions that lead to economic growth, job creation, and public benefits in Massachusetts. Mass Tech Collaborative 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. Mass Tech Collaborative has three primary divisions: The Innovation Institute at the MassTech Collaborative, the Massachusetts Broadband Institute, and the Massachusetts eHealth Institute. For additional information about Mass Tech Collaborative and its programs and initiatives, please visit our website at [www.masstech.org](http://www.masstech.org).

## 2.2 Massachusetts eHealth Institute

MeHI is charged by the Legislature and state Administration with supporting the innovative use of technology to reduce the cost and improve the quality of healthcare delivered in the Commonwealth. MeHI promotes the deployment of EHR systems in all health care provider settings in the Commonwealth and facilitates their secure networking through the Mass HIway. MeHI's programs are designed to grow the adoption and use of health information technology in multiple care settings to positively impact health reform efforts in Massachusetts. MeHI also supports the growth of the emergent eHealth industry cluster in Massachusetts. For additional information about the Massachusetts eHealth Institute and its programs and initiatives, please visit our website at [www.mehi.masstech.org](http://www.mehi.masstech.org).

## 3 Services Required

### 3.1 Context

MeHI's main mission is to support all healthcare providers in adopting and meaningfully using electronic health records and connecting to the statewide health information exchange. As a state agency, MeHI is in a position to uniquely and independently:

- Coordinate eHealth technology innovation and competitiveness
- Accelerate the adoption of Health Information Technologies
- Advance the Meaningful Use of EHR and HIE in all provider settings
- Promote eHealth to improve the safety, quality and efficiency of healthcare
- Facilitate the development the Massachusetts eHealth Cluster

MeHI continuously adapts and refines its communication and outreach techniques, including the development of its brand, outbound and inbound outreach messaging, educational content, and the development of its website. MeHI executes the activities through a combination of staffing and external communication and outreach expertise.

### 3.2 Scope of Services

MeHI's Outreach and Operations ("O&O") team works with the Mass Tech Collaborative team to develop and executes communication and outreach strategies and implementation plans. However, in this process we need qualified consulting services to supplement our internal staff to provide "Communications Services" as defined below. Specifically, we need qualified creative marketing and digital expertise to assist in the strategy implementation. We anticipate that services procured through this RFQ will begin November 1, 2015 and will continue as needed for up to two years. The selected contractor(s) will need to adapt to changing requirements as MeHI's mission, strategies and in-house capabilities develop. MeHI expects that selected contractors will be paid for services rendered on a time and materials basis.

"Communications Services" provided by qualified contractors may include the following tasks:

- Participate in regular or topic-specific onsite creative brainstorming and progress tracking sessions;
- Advise MeHI's O&O team in the development of its outreach strategies and associated initiatives;
- Assist in the implementation of outreach projects and campaigns as requested and assigned by the O&O team pertaining to the MeHI website, brochures, flyers, reports, emails, spotlight stories, and presentations in collaboration with the O&O team. Collaborate with the O&O team to:
  - Write inbound, outbound, educational, and informational messaging and outreach content;
  - Design icons and graphics aligned with MeHI's branding and look and feel;

- Produce infographics to represent the Health IT landscape and MeHI initiatives;
- Create templates for MeHI content and graphics;
- Develop social media content for various platforms;
- Edit webinar recordings and other videos for posting on YouTube and the MeHI website;
- Assist MeHI branding efforts;
- Develop layouts, e.g. for spotlight stories, publications, brochures, manuals, exhibit booths;
- Assist MeHI at times with website content management, content strategy, and/or the development of additional Drupal-based functionality on the MeHI website;
- Follow MeHI's Agile prototyping and piloting approach for the O&O developments, to move the outreach efforts forward, and to enable the program teams to select from alternative options;
- Assist MeHI's management in developing new in-house outreach capabilities; and
- Produce weekly progress reports, including project and time management reporting.

### 3.3 Prerequisite Expertise

MeHI requires that firms interested in providing Communications Services possess domain knowledge in the following areas:

- Health IT;
- Federal and State of Massachusetts's regulations pertaining to the dissemination of Health IT, including but not limited to:
  - Electronic Health Record systems
  - Health Information Exchange
  - Meaningful Use
  - Physician Quality Reporting Systems ("PQRS")

MeHI requires that firms interested in providing Communications Services possess prior experience and expertise in the following areas:

- Marketing material development;
  - Graphic design using: Adobe Illustrator; Photoshop; and InDesign;
- Video editing capability;
- Outbound messaging writing;
- Inbound social media message writing for Twitter, Facebook, LinkedIn and other social platforms;
- Educational manuals writing;
- Social media graphics design;
- Drupal infrastructure development;
- Drupal database development;
- Drupal release roll-outs;
- Salesforce.com to Drupal interfacing; and
- Project Management, Metrics Development, and Progress Reporting.

### 3.4 MeHI-Specific Knowledge Building

To provide effective Communications Services, the applicant needs to have, or will need to develop, deep knowledge of MeHI's:

- Mission and objectives;
- Health IT dissemination programs;
- eHealth Cluster development program;
- Outreach strategies;
- Design process;
- Graphic design standards;
- Writing design standards;
- Website infrastructure and design; and
- Salesforce.com provider database.

In their response, applicants must include a proposal for how their firm will develop the MeHI-specific knowledge, including an estimate of the time and cost required to develop this knowledge and any site visits. This proposal must include an overview of what the firm will need from MeHI for this purpose. Furthermore, the proposal must include a transition plan and cost for how existing and in-progress collateral will be transferred from the current services firm.

## 4 Submission of Responses

### 4.1 Schedule

The RFQ process will proceed according to the following anticipated schedule:

8/31/2015	RFQ Issued.
9/8/2015	Deadline for all questions and clarification inquiries, <b>submitted</b> via e-mail to <a href="mailto:proposals@masstech.org">proposals@masstech.org</a>
9/15/2015	Deadline for all answers to Respondents questions.
9/28/2015	Electronic Responses due by 3:00 p.m.

**Electronic Responses are due no later than 3:00 p.m. EST, on 9/28/2015.** Responses received later than the date and time specified will be rejected or deemed non-conforming and may be returned to the Respondent unopened. Mass Tech Collaborative assumes no responsibility or liability for late delivery or receipt of responses.

### 4.2 Questions

Questions regarding this RFQ must be submitted by electronic mail to [proposals@masstech.org](mailto:proposals@masstech.org) with the following Subject Line: "Questions – (RFQ No. 2016-MeHI-01)". All questions must be received by 5:00 p.m. EST on 9/8/2015. Responses to all questions received will be posted on or before 5:00 p.m. on 9/15/2015 to Mass Tech Collaborative and Comm-Buys website(s).

### 4.3 Instructions for Submission of Responses:

Respondents are cautioned to read this RFQ carefully and to conform to its specific requirements. Failure to comply with the requirements of this RFQ may serve as grounds for rejection.

- (a) **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 MASS TECH COLLABORATIVE.**
- (b) Responses **must** be delivered to:  

Request for Qualifications No. 2016-MeHI-01  
Massachusetts Technology Collaborative  
75 North Drive  
Westborough, MA 01581
- (c) A statement indicating compliance with the terms, conditions and specifications contained in this RFQ must be included 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 Mass Tech Collaborative in response to this RFQ shall become Mass Tech Collaborative's property and shall be subject to public disclosure under the Massachusetts Public Records Law. 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 RFQ, RESPONDENT CERTIFIES THAT IT (1) ACKNOWLEDGES AND UNDERSTANDS THE PROCEDURES FOR HANDLING MATERIALS SUBMITTED TO MASS TECH COLLABORATIVE, AS SET FORTH IN ATTACHMENT A HERETO, (2) AGREES TO BE BOUND BY THOSE PROCEDURES, AND (3) AGREES THAT MASS TECH COLLABORATIVE SHALL NOT BE LIABLE UNDER ANY**

**CIRCUMSTANCES FOR THE DISCLOSURE OF ANY MATERIALS SUBMITTED TO IT PURSUANT TO THIS RFQ OR UPON RESPONDENT'S SELECTION.**

**4.4 Information Required:**

- (a) Executive Summary: Respondents should provide a summary of their organization, their qualifications and their proposed approach for working with Mass Tech Collaborative. This summary should be a maximum of two (2) pages in length.
- (b) Proposal Requirements: Respondents must provide a description of the approach they will use to complete the project activities and provide the required deliverables, including a high-level project plan. Respondents must provide a format and examples of their preferred method for documenting clear and concise task-oriented work plans and schedules for the assigned project activities. Respondent's description of its proposed approach must address the following areas: (1) describe how your firm will supply the services for each item; and identify specific resources who will supply the service; and (2) describe how your firm will develop the MeHI-specific knowledge necessary to provide the Communication Services, including an estimate of the time to develop this knowledge, including any site visits and the support that the firm will need from MeHI for this purpose; and (3) a transition plan for how existing and in-progress collateral will be transferred from the incumbent contractor.
- (c) Statement of Respondent's Qualifications: All responses must include a statement of the Respondent's history, along with its qualifications and experience to provide the Communication Services identified in the RFQ. Respondent has the option to apply for a subset of the Communication Services identified in the RFQ. In this instance the Respondent must clearly list the Communication Services identified in Section 3.4 that the Respondent elects not to offer to the Mass Tech Collaborative. For all Communication Services that Respondent wishes to be considered the response must describe the relevant expertise possessed by the firm and the individuals that Respondent proposes to provide the Communication Services.
- (d) Staff Qualifications: All responses must include resumes of each individual who will be providing the Services under any work order, as well as written descriptions of the individual's background and experience. All Respondents must identify the following individual(s) – the person who will serve as the project manager; the person who will have primary responsibility for contact and communications with Mass Tech Collaborative; and the person who is authorized to negotiate and contractually-bind the Respondent. Mass Tech Collaborative reserves the right to investigate and to 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, at its sole discretion, to reject the use of any persons. Any changes to the project personnel shall require formal written approval by Mass Tech Collaborative. Mass Tech Collaborative reserves the right to terminate the Master Agreement and/or any work order if changes are not approved.
- (e) References: All responses must include references from at least three (3) of the Respondent's clients who have utilized the firm on matters of a similar size, scope and complexity to the Services set forth in this RFQ. All references must include a contact name, address, and telephone 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 RFQ, with a description of the services provided. If individuals identified as participants in a contract entered into under this RFQ previously participated in any of the projects performed for other clients on the foregoing list, the Respondent must identify the projects in which the individual participated. The references must address the full range of Communication Services that Respondent proposes to provide to the Mass Tech Collaborative.
- (f) Billing Rates and Structure: Any Respondent selected hereunder will also be added to Mass Tech Collaborative's list of consultants prequalified to provide services to the Mass Tech Collaborative. Therefore, Mass Tech Collaborative anticipates establishing a set rate schedule with the selected firm for the period ending 12/31/2017. 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.

Work performed under a work order to the Master Agreement will generally be billed in accordance with the hourly rates provided by the Respondent (the “the Offered Rate”).

- Using the Budget Template form appended hereto as Attachment C, Respondent shall provide a list of staff and rates for each of the Services Respondent is qualified to provide along with the type and amount, of additional fees, overhead charges, or reimbursable expenses, if any. As a general policy, Mass Tech Collaborative does not pay mark-ups on reimbursables or out-of-pocket expenses, nor does Mass Tech Collaborative pay for overtime or meals. For travel costs, Mass Tech Collaborative pays the IRS Standard Mileage Rate. Non-local firms must include an estimate for the cost associated with attending the bi-weekly onsite brainstorming sessions.
- (g) 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 B1) shall satisfy this requirement.
- (h) Additional Documentation: All responses must include the following additional documentation.
- Authorized Respondent’s Signature and Acceptance Form (Attachment B1)
  - Response Coversheet (see Attachment B2)
  - Officer’s Certificate (see Attachment D)

## 5 Evaluation Process, Criteria and Selection

### 5.1 Process

Mass Tech Collaborative’s evaluation committee shall evaluate each response that is properly submitted. As part of the selection process, Mass Tech Collaborative may invite finalists to answer questions regarding their response in person or in writing.

### 5.2 Criteria

Selection of a Respondent to provide the Communication Services sought herein will be based on the following criteria:

- Understanding of and expertise in Health IT environment in Massachusetts and in national arena;
- Demonstration of how Respondent will address the scope of Communication Services;
- Demonstration of how Respondent fulfills the prerequisite expertise;
- Strength of proposal and cost of building the MeHI-Specific Knowledge;
- Comprehensive project management capability;
- Strength of transition plan enabling MeHI to switch Communications Services provider;
- Strength of creative outreach and Drupal development capabilities;
- Quality of associated references and work examples;
- Cost and budget is in line with proposal; and
- Lack of debarment status by either the state or federal government.

The order of these factors does not generally denote relative importance. Mass Tech Collaborative reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the “best value”.

### 5.3 Selection

Notification of selection or non-selection of all Respondents who submitted conforming responses will be mailed when the selection process is final. The selected Respondent(s) will execute the standard Master Agreement, available at <http://masstech.org/procurements>. In the event that a Respondent selected



under this RFQ is currently party to a Master Agreement, Mass Tech Collaborative will exercise its discretion in either maintaining the current Master Agreement or terminating the agreement and requiring execution of a new Master Agreement.

**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. RESERVING ONE'S RIGHTS TO NEGOTIATE TERMS AFTER AN AWARD IS MADE IS UNACCEPTABLE**

## 6 Other Provisions

### 6.1 General Information

- (a) The terms of 801 C.M.R. 21.00: Procurement of Commodities and Services is incorporated by reference into this RFQ. The foregoing notwithstanding, Mass Tech Collaborative's Master Agreement (available at <http://masstech.org/procurements>) is based on the Commonwealth of Massachusetts- Terms and Conditions and shall constitute the only contract requiring execution. Words used in this RFQ shall have the meanings defined in 801 C.M.R. 21.00. Additional definitions may also be identified in this RFQ. All terms, conditions, requirements, and procedures included in this RFQ 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 RFQ are subject to the Massachusetts Public Records Law, M.G. L. c. 66, §10, and to M.G.L. c. 4, §7(26), regarding public inspection and 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, Mass Tech Collaborative has developed a set of procedures to deal with all documents submitted to it in response to this RFQ, and those procedures are set forth in Attachment A hereto. By executing the Authorized Respondent's Signature and Acceptance Form appended hereto as Attachment B1, Respondent acknowledges, understands and agrees to be bound by the procedures set forth in Attachment A, and agrees that Mass Tech Collaborative shall not be liable under any circumstances for the subsequent disclosure of any materials submitted to it by Respondent pursuant to this RFQ and/or in connection with any contract entered into between Respondent and Mass Tech Collaborative as a result of this RFQ 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, and as set forth in Attachment A2) 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 Mass Tech Collaborative. Any questions concerning issues of confidentiality, the submission of materials to Mass Tech Collaborative, application of the procedures set forth in Attachment A, or any other questions related to these matters should be addressed to Michael Baldino, Esq., Associate General Counsel at Mass Tech Collaborative.
- (d) It is the policy of Mass Tech Collaborative that contracts are awarded only to responsive and responsible Respondents. The Respondent must respond to all requirements of the RFQ in a complete and thorough manner. The Respondent must demonstrate: (1) the availability of adequate resources and staffing to efficiently and expeditiously service Mass Tech Collaborative's needs; (2) the necessary experience, organization, qualifications, skills and facilities to provide the Services set forth in this RFQ; (3) a satisfactory record of performance in the provision of the Services set forth in this RFQ; (4) the ability and willingness to comply with the requirements of Federal and State law relative to equal employment opportunity. **ANY RESPONSE DETERMINED TO BE NON-RESPONSIVE TO THIS RFQ, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF RESPONSES, WILL BE DISQUALIFIED WITHOUT EVALUATION SUBJECT TO THE RIGHT OF THE MASS TECH COLLABORATIVE TO WAIVE MINOR IRREGULARITIES IN RESPONSES SUBMITTED UNDER THIS RFQ.**



- (e) Unless otherwise specified in this RFQ, 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 RFQ. Respondents should note that the procedures for handling information deemed sensitive by Respondent and submitted to Mass Tech Collaborative 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.
- (f) Respondents are prohibited from communicating directly with any employee of Mass Tech Collaborative except as specified in this RFQ, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFQ. Respondents may contact the Procurement Team Leader for this RFQ in the event this RFQ is incomplete. The foregoing notwithstanding, any questions concerning issues of confidentiality, the submission of materials to Mass Tech Collaborative, application of the procedures set forth in Attachment A, or any other questions related to these matters, should be addressed to Elizabeth A. Copeland, Esq., Assistant General Counsel at Mass Tech Collaborative.
- (g) The Mass Tech Collaborative Legal Department 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 Mass Tech Collaborative Legal Department. The Mass Tech Collaborative Legal Department reserves the right to grant or reject any request for accommodations.
- (h) If a Respondent is unable to meet any of the specifications required in this RFQ, 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 RFQ specification. Mass Tech Collaborative will determine if a proposed alternative method of performance achieves substantially equivalent or better performance.
- (i) The goal of this RFQ is to select and enter into a Master Agreement with the Respondent that will provide the best value for the Services to achieve Mass Tech Collaborative's goals. Respondents are therefore invited to propose alternatives which provide substantially better or more cost-effective performance than achievable under a stated RFQ specification.
- (j) Costs that are not specifically identified in the Respondent's response and/or not specifically accepted by Mass Tech Collaborative as part of the Master Agreement will not be compensated under any contract awarded pursuant to this RFQ. Mass Tech Collaborative shall not be responsible for any costs or expenses incurred by Respondents in responding to this RFQ.
- (k) The Respondent may not alter the RFQ or its components except for those portions intended to collect the Respondent's response (Cost pages, etc.). Modifications to the body of this RFQ, specifications, terms and conditions, or which change the intent of this RFQ 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.
- (l) Respondent's submitted Response shall be treated by Mass Tech Collaborative 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 RFQ evaluation committee will rule on any such matters and will determine appropriate action.
- (m) Submitted responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.
- (n) Mass Tech Collaborative's prior approval is required for any subcontracted services under any Master Agreement entered into as a result of this RFQ. The selected Respondent will take all necessary

affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. The selected Respondent is responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same requirements and are held to the same reimbursable cost standards as the selected Respondent.

- (o) The Master Agreement and any work order(s) entered into as a result of this RFQ shall generally be on a fee-for-service basis. It is anticipated that Mass Tech Collaborative will select one [*or indicate number*] Respondent(s) to this RFQ and will enter into a Master Agreement with the selected Respondent(s).

## **6.2 Changes/Amendments to RFQ**

This RFQ has been distributed electronically using the Mass Tech Collaborative and the Comm-Buys websites. If Mass Tech Collaborative determines that it is necessary to revise any part of this RFQ, or if additional data is necessary to clarify any of its provisions, a supplement or addenda will be posted to the Mass Tech Collaborative and Comm-Buys websites. It is the responsibility of Respondents to check the Mass Tech Collaborative and/or the Comm-Buys websites for any addenda or modifications to any RFQ to which they intend to respond. Mass Tech Collaborative, 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 RFQ document.

## ATTACHMENT A-1

### **THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE POLICY AND PROCEDURES REGARDING SUBMISSION OF "SENSITIVE INFORMATION"**

Massachusetts Technology Collaborative, the Innovation Institute, the Massachusetts Broadband Institute and the Massachusetts e-Health Institute (collectively referred to herein as "Mass Tech Collaborative") 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 Mass Tech Collaborative. As a result, any information submitted to Mass Tech Collaborative 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 Mass Tech Collaborative'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 Mass Tech Collaborative 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 MASS TECH COLLABORATIVE'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 MASS TECH COLLABORATIVE OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO MASS TECH COLLABORATIVE, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO MASS TECH COLLABORATIVE 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 Mass Tech Collaborative 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 Mass Tech Collaborative, the Submitting Party must provide a cover letter, addressed to Mass Tech Collaborative'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 Mass Tech Collaborative, 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 MASS TECH COLLABORATIVE 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 Mass Tech Collaborative's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to Mass Tech Collaborative 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 Mass Tech Collaborative 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 Mass Tech Collaborative staff. By submitting a grant application, request for response, or any other act that involves the submission of information to Mass Tech Collaborative, the Submitting Party certifies, acknowledges and agrees that (a) Mass Tech Collaborative's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by Mass Tech Collaborative 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) Mass Tech Collaborative is not liable under any circumstances for the subsequent disclosure of any information submitted to Mass Tech Collaborative by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or Mass Tech Collaborative was negligent in disclosing such documents.
5. In the event that Mass Tech Collaborative receives an inquiry or request for information submitted by a Submitting Party, Mass Tech Collaborative 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 Mass Tech Collaborative'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 Mass Tech Collaborative's receipt of the public records request, and Mass Tech Collaborative may, but shall not be required to provide Submitting Party an opportunity to present Mass Tech Collaborative 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 MASS TECH COLLABORATIVE FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF MASS TECH COLLABORATIVE OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "SENSITIVE INFORMATION" OR TO BIND MASS TECH COLLABORATIVE IN ANY MANNER CONCERNING MASS TECH COLLABORATIVE'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 MASS TECH COLLABORATIVE TO ASSERT SUCH AN EXEMPTION. MASS TECH COLLABORATIVE'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. Mass Tech Collaborative 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 Mass Tech Collaborative determines that the subject documents are exempt from disclosure, the requesting party may seek review of Mass Tech Collaborative's determination before the Supervisor of Public Records, and Mass Tech Collaborative shall notify the Submitting Party in writing in the event that the requesting party pursues a review of the Mass Tech Collaborative's determination.
10. In the event the requesting party pursues a review of Mass Tech Collaborative'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 the Mass Tech Collaborative to disclose such documents to the requester, Mass Tech Collaborative 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 Mass Tech Collaborative determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, Mass Tech Collaborative shall not assert an exemption, Mass Tech Collaborative 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 MASS TECH COLLABORATIVE SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED TO MASS TECH COLLABORATIVE 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 A-2

### **MASS TECH COLLABORATIVE POLICY AND PROCEDURES FOR HOLDING PARTIES IN POSSESSION OF SENSITIVE INFORMATION**

From time to time, consultants, contractors, grantees, as well as other third parties interacting with Mass Tech Collaborative (collectively, the "Holding Party") may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding Mass Tech Collaborative, its activities, its employees and/or third parties, such as applicants, consultants, grantees, recipients or respondents under Mass Tech Collaborative programs, which information is not generally known by or disseminated to the public as a matter of course. Information of this nature is sometimes referred to in this Agreement as "Sensitive Information." Mass Tech Collaborative expects all Holding Parties to maintain the highest degree of professionalism, integrity and propriety with respect to Sensitive Information at all times. In addition, the Massachusetts Conflict of Interest Statute, M.G.L. Chapter 268A, prohibits current and former state employees (defined in the statute to include regular full-time and part-time employees, elected or appointed officials and independent contractors) from improperly disclosing certain categories of Sensitive Information or using it to further their personal interests, and the Massachusetts Fair Information Practices Act, M.G.L. Chapter 66A, contains numerous legal requirements aimed at protecting "personal data" from improper disclosure.

Mass Tech Collaborative's policy regarding a Holding Party's possession of Sensitive Information has two key elements:

1. Holding Parties should not request or accept any more Sensitive Information -- whether of a business or personal nature -- than is reasonably necessary under the circumstances; and
2. In the absence of a specific legal requirement compelling disclosure of Sensitive Information in a particular instance, all Holding Parties are expected to take appropriate measures to safeguard such information from improper use and disclosure.

Because the relevant legal requirements and the nature and scope of the information in question can create uncertainty, **HOLDING PARTIES ARE URGED TO CONFER WITH MASS TECH COLLABORATIVE'S GENERAL COUNSEL IF THEY HAVE ANY QUESTIONS ABOUT CONFIDENTIALITY, THE SCOPE OR PROPER TREATMENT OF SENSITIVE INFORMATION, OR MASS TECH COLLABORATIVE'S POLICIES OR PROCEDURES WITH RESPECT TO SUCH TOPICS.** Holding Parties shall not substitute their own judgment for that of Mass Tech Collaborative's General Counsel in deciding whether particular information is innocuous data or Sensitive Information that should be handled with care, or the advisability or sufficiency of safeguards with respect to particular types of information. **FAILURE TO COMPLY WITH THE POLICIES AND PROCEDURES RELATING TO SENSITIVE INFORMATION AND MASS TECH COLLABORATIVE'S OBLIGATIONS PURSUANT TO THE PUBLIC RECORDS ACT AND OTHER LEGAL DISCLOSURE REQUIREMENTS CAN RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT, AND/OR POTENTIAL LEGAL LIABILITY.**

**IT SHOULD BE NOTED THAT THE OBLIGATIONS UNDER THESE POLICIES CONTINUE EVEN AFTER MASS TECH COLLABORATIVE'S RELATIONSHIP WITH A PARTICULAR APPLICANT, RECIPIENT OR OTHER THIRD PARTY ENDS OR THIS AGREEMENT TERMINATES.**

In the absence of a specific legal requirement necessitating disclosure of particular information in a specific instance, Holding Parties are expected to protect Sensitive Information from improper use and disclosure at all times. The following are examples of the kinds of protective procedures that should be followed:

- **Limited Communication to Mass Tech Collaborative Personnel:** Sensitive Information should not be communicated to other the Mass Tech Collaborative employees or consultants, except to the extent that they need to know the information to fulfill their Mass Tech Collaborative mission-related responsibilities and their knowledge of the information is not likely to result in misuse or a conflict of interest.
- **Limited Communication to Non-Mass Tech Collaborative Personnel:** Sensitive Information should not be communicated to anyone outside Mass Tech Collaborative, including family members, except to the extent outside parties need to know the information in order to provide

necessary services to Mass Tech Collaborative, its Holding Parties or as otherwise directed by the General Counsel to comply with legal requirements necessitating disclosure, such as proper requests under the Public Records Act.

- **Notification of Confidentiality:** When Sensitive Information is communicated to any person outside Mass Tech Collaborative, the individual receiving such information should be informed of its sensitive nature and the need to safeguard such information from improper use and disclosure. When Sensitive Information is communicated to parties inside Mass Tech Collaborative, the procedures set forth in Attachment A-1 are applicable. Mass Tech Collaborative may require that Holding Parties execute a confidentiality agreement that has either been provided or approved by the General Counsel before Sensitive Information is disclosed to them.
- **Mass Tech Collaborative Use Only:** Sensitive Information should only be used for Mass Tech Collaborative purposes. Under no circumstances may a present or former Holding Party "trade on" such information or otherwise use it, directly or indirectly, for personal gain or for the benefit of any party other than the owner of such information.
- **Prevention of Eavesdropping, Unauthorized Viewing, etc.:** Sensitive matters should not be discussed in restaurants, on public transportation or in other public places or in locations, such as hallways, elevators and building lobbies, where unauthorized individuals could overhear the discussion. Similarly, Sensitive Information should not be exchanged or discussed via cordless or cellular phones or similar "non-secure" communication lines. Speaker phones can amplify conversations and should be used with care when discussing Sensitive Information. Common sense precautions should also be taken with respect to Sensitive Information in written form, such as stamping or marking such documents "CONFIDENTIAL" to flag them for special handling, limiting access to files to those with an Mass Tech Collaborative-related "need to know," locking documents that contain Sensitive Information in desk drawers or file cabinets when you are away from your desk, carefully limiting the circumstances in which (and exercising appropriate care when) such materials leave Mass Tech Collaborative's office, delivering sensitive materials to others in sealed envelopes, and limiting the addressees and "cc's" of letters, memoranda, emails and other communications containing Sensitive Information to those individuals who reasonably need to see such communications. Data stored on personal computers, and floppy disks, c/d roms and other electronic media containing Sensitive Information, should be properly secured to keep them from being accessed by unauthorized individuals. Documents containing Sensitive Information that are sent to printers should be picked up promptly.
- **Communications with the Public; Compulsory Legal Process:** All contacts with the media and all speeches or other oral or written public statements made on behalf of Mass Tech Collaborative, or concerning its activities, applicants or recipients, must be cleared in advance by Mass Tech Collaborative's Chief of Staff. In speeches and statements *not* made on behalf of Mass Tech Collaborative, proper care should be taken to avoid any implication that the Mass Tech Collaborative endorses the views expressed. All disclosure requests under the Public Records Act or in the form of requests for discovery, subpoenas, court or administrative orders or the like must also be referred to the General Counsel for appropriate handling.

**QUESTIONS CONCERNING WHETHER A GIVEN TYPE OF INFORMATION OR DOCUMENT IN A HOLDING PARTY'S POSSESSION IS A "PUBLIC RECORD," AND THUS SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS ACT, OR IS COVERED BY AN AVAILABLE EXEMPTION, SHOULD BE DIRECTED TO MASS TECH COLLABORATIVE'S GENERAL COUNSEL. NO OTHER MASS TECH COLLABORATIVE EMPLOYEE IS AUTHORIZED TO MAKE SUCH ASSESSMENTS OR TO PROVIDE ANY GUIDANCE TO A HOLDING PARTY CONCERNING POTENTIAL DISCLOSURE OF ANY INFORMATION PROVIDED TO OR IN POSSESSION OF A HOLDING PARTY.**

**IN ADDITION, ALL COMMUNICATIONS SEEKING INSPECTION OR OTHER DISCLOSURE OF MATERIALS IN A HOLDING PARTY'S POSSESSION UNDER THE PUBLIC RECORDS ACT MUST BE REFERRED PROMPTLY TO THE GENERAL COUNSEL. SIMILARLY, ALL SUBPOENAS AND OTHER LEGAL PROCESS DOCUMENTS REQUESTING OR SEEKING TO COMPEL DISCLOSURE OF MATERIALS IN A HOLDING PARTY'S POSSESSION MUST BE DELIVERED OR PROMPTLY FORWARDED TO THE GENERAL COUNSEL UPON RECEIPT.**



## ATTACHMENT B1

### 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 RFQ requirements. The Respondent acknowledges that all of the terms and conditions of the RFQ 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 RFQ, and specifically agrees that it shall be bound by those procedures.

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

- specified exceptions and counterproposals to the terms and conditions of the Master Agreement;
- agrees to the terms and conditions set forth therein; or
- is already a signatory to the Master Agreement.

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 the Mass Tech Collaborative.

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 RFQ, 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 B2**

**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/Jurisdiction (e.g., a Massachusetts corporation)		Respondents DUNS No.	

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**ATTACHMENT C**  
**BUDGET TEMPLATE**

<i>Category of Services</i>	<i>Personnel to perform in category</i>	<i>Hourly rates by listed personnel</i>	<i>Please indicate any additional pricing incentives (e.g., flat fees, blended rates, fee caps, additional discounts, etc.)</i>

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

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

<b>Travel Expenses</b>		
<i>From:</i>	<i>To:</i>	<i>Amount</i>
<i>Total</i>		\$0