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REQUEST FOR PROPOSALS FOR CONSULTING SERVICES

RFP No. (2012-JAII-01)

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

Procurement Team Leader:	James Byrnes
RFP Issued:	October 6, 2011
Questions Due:	October 27, 2011
Answers to Questions Posted:	November 3, 2011
Responses Due:	November 9, 2011

1. Introduction

1.1. Background on Current Request for Proposals

MTC, on behalf of its division, the John Adams Innovation Institute (“the Innovation Institute”) is issuing this Request for Proposals for Consulting Services (the “RFP”) (RFP No. 2012-JAII-01) to develop a list of firms that may be called upon by the Innovation Institute to provide certain consulting services (as set forth in Section 2, the “Consulting Services”) on an on-call and as-needed basis. By structuring this process in the form of a request for proposals, Respondents will be competing against each other for selection by the Innovation Institute to provide it with 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. The Innovation Institute 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 Respondents by January 1, 2012. 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.

MTC acts as the contracting entity on behalf of the Innovation Institute. As such, MTC will be the contracting counter-party.

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 Consulting 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.

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 three primary divisions: the John Adams Innovation Institute (the “Innovation Institute”), the Massachusetts Broadband Institute (“MBI”), and the Massachusetts e-Health Institute (“MeHI”). It is anticipated that the Consulting Services set forth herein will be required on an ongoing basis to address a wide range of issues concerning Innovation Institute (described below), as well as Consulting Services related to MTC’s general corporate management.

1.2.1. The John Adams Innovation Institute

Created by the Legislature in 2003 and 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.

The Innovation Institute operates two public purpose funds provided for by the Legislature: the \$30 Million Massachusetts Research Center Matching Fund and the \$15 Million Innovation Institute Fund. More than 70 investments have been made from these two funds since 2005. This portfolio of work represents an important element to the Innovation Institute’s current work. During this last year, this work has

broadened to incorporate a focus on direct services beyond grant recipients to business, academic, government and other civic and institutional leaders stakeholders in the Innovation Economy.

Based on its learning and feedback from policy and thought leaders from all sectors of the government and economy, the Innovation Institute realized that, barring an influx of additional resources, we needed to emphasize and invest more of our non-financial resources in order to sustain our impact on the Innovation Economy, grounded in our portfolio of work to date. The blending of a services model with traditional grant making has produced significant results and includes such activities as Industry Collaboratives and Initiatives in emerging areas such as Advanced Manufacturing.

MTC has the ability to allocate, expend 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. Its 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.

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.

The Innovation Institute is also in the beginning stages of the development and launch of a Massachusetts Innovation Economy Portal. This portal will be a web-based presentation and information tool for the Commonwealth's Innovation Economy Strategy. It will showcase and disseminate information about this strategy with visual and data-based presentations. These presentations will describe capacities and opportunities that exist within the Commonwealth's economy because of the Innovation Ecosystem.

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.

2. Consulting 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 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 Consulting Services to any of the Respondent firms. Generally, the Consulting Services required may include, but are not limited to, the following:

- Analyzing program and service goals and outcomes to describe areas of effectiveness and need;
- Drafting descriptions and summaries of service activities, including those occurring between the Innovation Institute and its clients and stakeholders
- Participation in meetings and presentations to describe or document the activities.
- Contribute technical and other profession expertise to projects and related service activities, both with and without the direct participation of Innovation Institute staff.

The Consulting Services required are to support the goals, activities and work products of the Innovation Institute, to be performed at the explicit direction of the Innovation Institute staff and its director, in collaboration when and where appropriate with Innovation Institute staff, volunteers, and stakeholders.

2.2. Information, Research and Analysis

The Innovation Institute provides objective fact-based information, research and analysis to inform and shape the growth strategies for the Massachusetts Innovation Economy. Reports produced annually include the annual *Index of the Massachusetts Innovation Economy* and *The R&D Funding Scorecard: Federal Investments and the Massachusetts Innovation Economy*.

These efforts are complemented by numerous, discrete, targeted tasks, focused on industry sector and cluster needs and gaps in knowledge and understanding. A key goal of this work is to better inform public and private sector policymakers in Massachusetts to assist them in making informed policy choices and sustained investments to support the growth and enhance the competitiveness of the Commonwealth's knowledge-based Innovation Economy.

Consulting Services required may include, but are not limited to, the following:

- Conduct specific economic research and analyses to test, validate, and provide insights into existing economic conditions which relate to the Commonwealth's Innovation Economy, including specific industry sector or cluster development, and market potential for existing and emerging technologies;
- Design, develop, and implement research through qualitative and quantitative methodologies that include data collection and analysis, interviews, and comparative studies;
- Provide direct support to Innovation Institute managers and staff in efforts to develop integrated networks and collaborative relationships with government, industry and academic leaders;
- Provide direct support in the development and publication of the annual *Index of the Massachusetts Innovation Economy*, as well as other work products; and
- Provide skilled expertise in mining and analyzing data from existing research, writing, editing and revising discrete sections of reports for publication, and identifying and interviewing potential sources;

2.3. Strategic Planning and Visioning

In its efforts to strengthen the value chain of innovation in Massachusetts, the work of the Innovation Institute is often iterative in nature, responding to an evolving economic landscape, one that varies by sector, cluster and region. The very nature of collaboration with public and private stakeholders and policymakers demands an ability to be nimble and flexible in activities and investments while, at the same time, articulating clear, overarching goals and outcomes. The Innovation Institute seeks strategic planning and visioning services to support the development of a solid framework for sound policy and investment decisions. Such strategic planning and visioning services may be provided directly to Innovation Institute managers and staff and/or, under the explicit management and direction of Innovation Institute personnel, to investment recipients.

Consulting Services required to support strategic planning and visioning for the Innovation Institute may include, but are not limited to, the following:

- Create a strategic vision for cluster and/or regional economic development in specific sectors (clusters) with a clear articulation of the Innovation Institute's role and identification of external resource organizations that can be relied upon to support the needs of the sector moving forward;
- Provide strategic and tactical support to accelerate the rate at which project-specific technology moves from concept to deployment; and define the legal, regulatory, and market barriers that are hindering adoption;
- Facilitate the development of specific criteria for, and participate in, the selection, guidance and evaluation of project opportunities;
- Create a strategic plan and operating business framework for specific project opportunities, including project objectives, activities, outcomes, impacts, scalability, and sustainability;
- Provide strategic and business planning directly to investment recipients, at the direction of the Innovation Institute, to support program and project-related activities.
- Facilitate internal and external meetings to advance the quality and integrity of work products undertaken by the Innovation Institute and/or investment recipients, capturing the value of insights and information of these dialogues;
- Write and produce white papers, market studies, and other work products to augment project activities and enhance project outcomes; and
- Provide strategic planning and visioning advice to the Innovation Institute's managers and staff, including development and alignment of work products with the Innovation Institute's priorities, and identification of the outputs and intended outcomes;

2.4. Project Management and Technical Support

The Innovation Institute works to strengthen key industry clusters and to improve conditions for growth in the Commonwealth's Innovation Economy. It does this through targeted investments in high-value projects, strategic investments in interdisciplinary, collaborative R&D partnerships at Massachusetts' universities as new ideas and technologies emerge, and support for cutting-edge initiatives to test the value equation in the marketplace.

At any given time, the Innovation Institute is involved in a wide range of complex projects and activities, working directly with applicants and investment recipients to understand fully the opportunity, define desired outcomes, and achieve results. To be successful, these efforts require significant input from multiple stakeholders and require in-depth technical expertise in a variety of disciplines.

Consulting Services required for project management and technical support for the Innovation Institute may include, but are not limited to, the following:

- Provide direct support and expertise in a technology-specific area required by a project and be knowledgeable about industry and academic leaders working in the field;
- Provide support and expertise to define, identify, map, characterize, and report on the opportunities and challenges presented by a project, including input from stakeholders and other relevant data sources;

- Provide management expertise to support an investment recipient's project managers and staff to accomplish the goals and objectives of a project, including opportunity definition, concept outline, and a proposed plan of action;
- Facilitate the development of a framework for a public/private partnership which enhances the value of the project, builds and strengthens a project-based network, and returns downstream economic value to the Commonwealth and key stakeholders;
- Provide analyses of potential targeted investments by conducting comprehensive reviews and assessments of proposals, including identifying which specific applications of technologies have the greatest potential value related to project, and identifying any similar technology-based economic development efforts in other states or countries that may inform the project.
- Provide analyses to identify and support project-related research opportunities to enhance collaboration, technology transfer, and technology spinout between project participants and the broader industrial and academic research and development communities;
- Facilitate development of collaborative network of stakeholders, including Massachusetts trade organizations and other interest groups, to build a consensus with respect to those objectives which can best support the overall goals of the project and the economic development goals of the Commonwealth;
- Facilitate the organization of a volunteer advisory committee, including coordinating, supporting and documenting its work, whose ongoing purpose would be to provide insight, recommendations and consultation to the Innovation Institute on matters relating to the project;
- Conduct data collection relevant to the project, including interviewing experts knowledgeable about the particular industry, cluster, and/or project to discuss the project concept, objectives, audience, and activities, and to solicit comments and recommendations as to how the project should proceed;
- Provide direct support to the director and managers of the Innovation Institute in identifying internal and external resources and creating frameworks for sound policy decisions in accomplishing the Innovation Institute's objectives; and
- Provide support for identifying federal and industry funding sources and enhancing the access of Massachusetts institutions (academic and industrial) to that funding;

2.5. Stakeholder Relationships

The convergence of Innovation Institute activities and investments lends itself to productive cross-sector collaborations and partnerships between the public and private sectors at both the regional and statewide levels. A critical factor in the success of the Innovation Institute is its ability to engage with stakeholders and policymakers in discourse and dialogue, informing the way in which Massachusetts shapes its public policies to maintain an innovative edge in the global competition for talent, resources, and markets.

In different regions and sectors, volunteer advisory committees provide insight, recommendations and consultation regarding an investment recipient's project. In turn, capturing that dialogue and sharing it with additional numerous stakeholders, policymakers, academic research partners and industry and community leaders becomes an integral part of the collaborative process.

Building, maintaining and strengthening stakeholder relationships – and engaging with stakeholders -- is a critical component within the Innovation Institute's work.

Respondents will support the Innovation Institute's managers and MTC's Communication office in the management of Innovation Institute-related communications efforts, including an up-to-date, informative, and accessible web site;

Consulting Services required to support stakeholder relationships for the Innovation Institute may include, but are not limited to, the following:

- Work with Innovation Institute director and managers to develop a plan and management strategy for stakeholder engagement and community participation, articulating specific strategies for engagement and collaboration;

- Participate in, and document, the public forums, meetings and conferences with project participants, elected officials, educators, policymakers, and all other stakeholders to further the objectives and goals of a project;
- Draft materials to support the Innovation Institute making presentations, delivering remarks, providing concept papers, or offering testimony with regard to a project; with a capacity to translate complicated economic and technical subject matter into easily understandable and effective materials;
- Deliver high-quality print and electronic materials in a deadline-driven environment;
- Develop materials intended to advance the work of the Innovation Institute, including memoranda, executive summaries, remarks, presentations, letters, electronic communications, and reports;
- Support the Innovation Institute's efforts to appropriately build and maintain public access to information regarding a project;
- Identify potential candidates from the public sector, industry, and academia to participate in the design and governance of program and project-related activities;
- Support the development and presentation of framework documents, reports, and findings intended for a diverse audience of participants and stakeholders;
- Support effective and appropriate outreach efforts to inform public and private sector stakeholders about the Innovation Institute and its work; and
- Provide support to Innovation Institute volunteer advisory committees, in coordination with the director of the Innovation Institute and staff;

2.6. Other Consulting Services

In addition to the Consulting Services specified above, the Innovation Institute may choose to task pre-qualified firms with additional services related to the development, administration, and evaluation of current or future programs as such needs arise.

2.7. Variations on 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 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:

October 6, 2011	RFP Issued
October 27 2011	Deadline for all questions and clarification inquiries, preferably submitted via e-mail to byrnes@masstech.org
November 3, 2011	Deadline for all answers to Respondents questions.
November 9, 2011	Responses due by 3:00 p.m.

3.1. Questions

Questions regarding this RFP may be submitted to the address set forth in Section 4.5(b) or by electronic mail to byrnes@masstech.org. All questions must be received by 5:00 PM EST on October 13, 2011. 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 October 20, 2011, to MTC's and the Comm-PASS websites.

3.2. Instructions for Submission of Responses:

Responses will be due no later than 3:00 p.m. EST, on October 27, 2011. 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. 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; five (5) 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 Consulting Services
RFP No. 2012-JAIL-01
Massachusetts Technology Collaborative
75 North Street
Westborough, MA 01581
Email: byrnes@masstech.org

- (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.

3.3. Information Required:

- (a) Executive Summary: Respondents should provide a summary of their organization, their qualifications 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 Technical Consulting Services identified in the RFP.
- (c) Staff Qualifications: All responses must include resumes of each individual who will be providing the Technical Consulting Services under any work order, as well as written descriptions of the individual's 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 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 Technical 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 Consulting Services similar to those set forth in this RFP, with a description of the Consulting 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 **December 31, 2013**. 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.
- (g) **Additional Documentation:** All responses must include the following additional documentation.
- Authorized Respondent's Signature and Acceptance Form (Attachment B)
 - Response Coversheet (see Attachment B)
 - Current w-9 Form

4. Evaluation Process, Criteria and Selection

4.1. Process

MTC's evaluation committee shall evaluate each Response that is properly submitted. After submission and review of responses, interviews may be requested.

4.2. Criteria

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

- Ability of the Respondent to respond to and meet the guidelines and conditions set forth in this RFP.
- Demonstrated capacity, facilities and organizational structure to perform the type of Consulting Services sought in this RFP.
- Adequacy of Respondent's financial resources to support the successful performance of the Consulting Services sought in this RFP.
- Qualifications and experience of the Respondent and the primary personnel identified to provide the Consulting Services in each applicable category.
- Record of performance with other clients.
- Experience in providing similar Consulting Services to other clients.
- Demonstrated knowledge of the categories identified in Section 2 of this RFP for which Respondent seeks selection.

- 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.
- Ability to comply with the requirements of federal and state law relative to Equal Employment Opportunity.
- Lack of debarment status by either the state or federal government.

The order of these factors does not generally denote relative importance. MTC reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the “best value”. MTC may or may not seek additional information from Respondents prior to making a selection.

4.3. 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 Respondents will execute the standard Master Agreement, available at <http://www.masstech.org/AgencyOverview/opps.htm>. 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. **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.**

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) is based on 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 Consulting Services set forth in this RFP; (3) a satisfactory record of performance in the provision of the 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 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 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 Comm-PASS 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 Consulting Services as of January 1, 2012, 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 Comm-PASS websites. It is the responsibility of respondents to check the MTC or Comm-PASS 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 Broadband Institute and the Massachusetts e-Health 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.