Request for Proposals for Salesforce.com Integration
RFP No. 2013-MeHI-05

Massachusetts Technology Collaborative
Massachusetts e-Health Institute
75 North Drive
Westborough, MA 01581-3340
http://www.masstech.org

Procurement Team Leader: Tarsha Weaver
RFP Issued: February 11, 2013
Bidders’ Teleconference: February 22, 2013
Additional Questions Due: February 25, 2013
Answers to Questions Posted: February 27, 2013
Responses Due: March 8, 2013
Please Note: The Mass Tech Collaborative is re-posting this RFP because of the low responses to the original request. Respondents should make sure to review not only the RFP document but also the Question & Answer File (Q&A File) that has been posted with it. Also, a bidders’ teleconference will be held on February 22, 2013. Please direct all questions to maehi@masstech.org.

1 Introduction

The Massachusetts eHealth Institute (“MeHI”), a non-divisible component of the Massachusetts Technology Collaborative (the “Mass Tech Collaborative”) is issuing this Request for Proposals for Salesforce.com Integration (“RFP”) (RFP No. 2013-MeHI-05) to solicit responses from firms with experience in integrating an organization’s processes with the use of Salesforce.com. Respondents will be competing against each other for selection to provide the consulting services set forth herein (the “Services”). The submissions of all Respondent firms shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP, and a single Respondent shall be selected.

The Mass Tech Collaborative acts as the contracting entity on behalf of MeHI. As such, the Mass Tech Collaborative will be the contracting counter-party. But for purposes of this RFP (and except where the specific context warrants otherwise), MeHI and the Mass Tech Collaborative are collectively referred to as MeHI.

RESPONDENTS PLEASE NOTE:

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

(ii) Individuals providing services to the Mass Tech Collaborative may be considered to be “special state employees” subject to the provisions of the Massachusetts Conflict of Interest Law (M.G.L. c.268A). The Mass Tech Collaborative’s Master Agreement for Services (the “Master Agreement”) requires contractors to certify, among other things, compliance with the Conflict of Interest law.

(iii) Respondents to the RFP who are currently (or who anticipate that they prospectively may be) providing services to the Mass Tech Collaborative grantees are advised to review the Mass Tech Collaborative’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 the Mass Tech Collaborative grants.

(iv) As stated in Section 2 below, MeHI has received grant funding under the American Recovery and Reinvestment Act (“ARRA”) (the “Federal Awards”). A portion of the fees for the services provided pursuant to this RFP will be charged to the Federal Awards. Therefore, selected respondent will be subject to certain federal flow down provisions, which will be set forth in the work order. See Attachment D for the flow down provisions.

(v) If the contract awarded pursuant to this RFP 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, and 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 the Mass Tech Collaborative.

See Section 3 for other eligibility requirements.
2 Background on Sponsors and Project

2.1 The Massachusetts Technology Collaborative
The 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. The Mass Tech Collaborative 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. The 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. The Mass Tech Collaborative has three primary divisions: the John Adams Innovation Institute, the Massachusetts Broadband Institute, and the Massachusetts e-Health Institute (“MeHI”). For additional information about the Mass Tech Collaborative and its programs and initiatives, please visit our website at www.masstech.org.

2.2 The Massachusetts eHealth Institute
The Massachusetts e-Health Institute was created as a non-divisible component of the Mass Tech Collaborative by the enactment of Chapter 305 of the Acts of 2008. The Mass Tech Collaborative, acting through MeHI, works to coordinate and facilitate the dissemination of electronic health records systems in all provider settings throughout the Commonwealth, networked through an interoperable statewide Health Information Exchange (HIE) known as the Mass HIway. MeHI operates three divisions as more fully described in the ensuing sections.

2.2.1 The Health Information Exchange
The Mass Tech Collaborative, on behalf of MeHI, applied to and received from the United States Department of Health and Human Services’ (“HHS”) Office of the National Coordinator for Health Information Technology (“ONC”), an award of funding under ARRA (Award No. 90HT0038/01; CDFA No. 93.719), is to support Mass Tech Collaborative’s responsibilities with respect to MeHI’s facilitating and expanding the secure electronic movement and use of health information among organizations according to nationally-recognized standards through the development and implementation of a statewide Health Information Exchange (“HIE”) in conjunction with EOHHS. MeHI’s HIE Division is responsible for providing education on, connecting to, and optimizing the use of the Massachusetts Statewide Health Information Exchange (HIE) Exchange - the Mass HIway - by the Commonwealth’s providers, patients, public health professionals, payers and researchers. This newly launched platform that will move the Commonwealth from its current HIE capabilities in the Commonwealth to a vision of a totally connected physician and patient community. MeHI’s role in this effort is to grow adoption through a wide array of outreach activities - in-person visits, webinars, social media campaigns, etc. The goal is for MeHI to enable all consumers to be able to access data and actionable information allowing them to demonstrate measurable improvements in health care quality, safety, efficiency and population health.

2.2.2 The Regional Extension Center
The Mass Tech Collaborative, on behalf of MeHI, has also received a second award from ONC (Award No. 90RC0016/01; CDFA No. 93.718), which is to support Mass Tech Collaborative’s responsibilities with respect to MeHI serving as the single Regional Extension Center (“REC”) for the Commonwealth. MeHI is one of sixty-two federally-designated RECs. Through the REC, MeHI offers a variety of programs and services designed to help clinical providers transition into a practice that meaningfully uses electronic health records. Our strength is in the breadth of partnerships we develop and nurture that build on an existing, trusted, regional support infrastructure. We work closely with key stakeholders to facilitate an efficient working environment, and provide comprehensive linkages between providers, facilities, local health information technology service providers, state-wide stakeholder coalitions, and local and state-wide health information exchanges. The REC also works closely with MeHI’s Medicaid EHR Incentive Payment Program and EOHHS Office of Medicaid (“MassHealth”).

2.2.3 The Medicaid EHR Incentive Program
The Massachusetts Medicaid EHR Incentive Payment Program is an integral component of the Massachusetts’ State Medicaid Health Information Technology Plan (SMHP) to promote cost containment, transparency in the delivery of health care. MassHealth, selected MeHI to administer key components of the Incentive Payment Program. The key components of the program consist of assisting eligible hospitals and eligible professionals across the Commonwealth with enrolling in the program,
processing incentive applications through various stages according to federal and state rules and regulations, as well as outreach to and education of eligible hospitals and professionals across the Commonwealth about the program. The program projects to disburse approximately $500 million in incentive payments over a ten-year period.

The Medicaid EHR Incentive Payment Program, launched on October 3, 2011, and has enrolled and processed applications for approximately 3000 eligible hospitals and professionals, as well as provided education and outreach to over 5000 health care providers, to date. For each year of participation, both eligible hospitals and professionals are required to meet certain eligibility requirements in order to receive an EHR incentive payment. Eligible hospitals incentive payments are distributed over a three-year period, eligible professional receive their incentive payments over a six-year period.

3 Services Required

3.1 Context

MeHI is seeking consulting services to help define its organizational processes in a manner that will facilitate building them in and enabling them through Salesforce.com. We are seeking a vendor to unify organizational processes onto a single instance of Salesforce.com (SFDC) for each of MeHI’s three divisions described above. The HIE division does not currently use SFDC. The REC employs SFDC to facilitate their work, but uses ONC’s instance. The ONC invested in a single instance of SFDC for use by the 62 RECs nationally. Finally, the Medicaid EHR Incentive Program has been using SFDC for over a year.

3.2 Scope of Services

3.2.1 Business Need

3.2.1.1 MeHI

3.2.1.1.1 Enable cross division collaboration, lead generation, and client management - i.e. build on a single record (e.g. contact, organization, opportunity);

3.2.1.1.2 Facilitate a unified outreach approach by enhancing visibility of cross-division client and lead activities;

3.2.1.1.3 Enable organization-wide reporting and dashboarding in an effort to enhance organizational performance

3.2.1.2 HIE

3.2.1.2.1 Capture leads from multiple sources - Mass HIway Participant Portal, MeHI website, other MeHI divisions (i.e. REC and Medicaid)

3.2.1.2.2 Enable lead maturity through Mass HIway connection, and ultimately client optimization - realizing the value of the HIway

3.2.1.3 REC

3.2.1.3.1 Capture leads from multiple sources - MeHI website, other MeHI divisions (i.e. HIE and Medicaid)

3.2.1.3.2 Ease the burden of dual entry, i.e. into the ONC SFDC instance and the new MeHI instance, by developing an approach that meets the ONC compliance needs while also provides value to the REC and MeHI

3.2.1.4 Medicaid

3.2.1.4.1 The program’s operational business processes are currently supported by multiple systems that are autonomous, resulting in manual processes (data entry, workflows, etc.) and as a result, certain redundancies are embedded in the existing business model. Primary elements of the existing operational processes are labor intensive and are not automated, owing to system limitations. The manual processes that are exceedingly time consuming and introduce opportunity for errors to occur include: application case management; task assignment; process monitoring; application review, validation and denial process; data entry of provider information from one system to another.
3.2.1.4.2 The organizational data (claims and payment files, incentive applications, emails, etc.) are compiled from various sources and used for multiple purposes (tracking, benchmarking, forecasting, etc). Similarly, the Outreach Campaign administrative processes require intensive management to identify potential applicants, track program participants and develop required Outreach management reports.

3.2.1.4.3 The Program needs a solution that will ease the application management process and build efficiencies within the Medicaid Program while also synching with other MeHI activities.

3.2.2 Objectives

3.2.2.1 Facilitate unified, non-redundant client management

3.2.2.2 Accelerate client and lead engagement

3.2.2.3 Enhance organizational performance

3.2.3 Current Environment

3.2.3.1 MeHI: MeHI utilizes a number of systems to facilitate operations. Some systems that will likely be interfaced or will be sourcing SFDC include:

3.2.3.1.1 Mail Chimp – mass email tool

3.2.3.1.2 Website – Drupal content management system

3.2.3.1.3 Twitter and YouTube – for social media

3.2.3.1.4 MeHI/HIT Community – this is a proprietary tool working to grow our community of Health IT professionals

3.2.3.2 HIE: HIE systems include:

3.2.3.2.1 Mass HIway Pipeline (Google Docs) – the current lead list that will be transitioned into SFDC

3.2.3.2.2 Mass HIway Participant Portal – developing portal hosted by EOHHS, but contains rich enrollment data for MeHI – we envision this becoming a lead generator for MeHI and potentially MeHI’s SFDC may pre-populate data for EOHHS to ease participant enrollment

3.2.3.3 REC: Per comments above, the REC uses the ONC SFDC system. Ideally, they may leverage data in ONC for our complimentary efforts at MeHI.

3.2.3.4 Medicaid Program

3.2.3.4.1 The current systems supporting existing business operations include Salesforce, Hewlett Packard (HP) Medical Assistance Provider Incentive Repository (MAPIR), Medicaid Management Information System (MMIS), EOHHS Data Warehouse (assembles Managed Care Organization and Fee-for-Service Claims Data), and CISCO telephone and email platform (for call center operations).

3.2.3.4.2 Salesforce has been implemented as a software service solution to manage applications, outreach, call center and help desk management activities. Salesforce account hierarchy feature is utilized to manage applications at the individual, group and organization level.

3.2.3.4.3 Hewlett Packard’s MAPIR application, a web-based software product that interfaces with the state’s Medicaid Management Information System and Centers for Medicare and Medicaid’s Registration and Attestation system. As part of a 13 multi-state collaborative led by the Commonwealth of Pennsylvania’s Office of Medical Assistance Program, MAPIR is the central repository used by Massachusetts to collect provider and hospital registration, application and payment information.

3.2.3.4.4 MassHealth’s MMIS web-based system supports the patient eligibility and claim adjudication processes.

3.2.3.4.5 The EOHHS Data Warehouse provides data on Medicaid Fee-for-Service and Managed Care Organization paid claims to determine if an eligible hospital or professional meets the program’s Medicaid patient threshold and certain meaningful use measures. Data is provided to MeHI by numerous excel files that are imported into an Access Database for analysis.
3.2.3.4.6 CISCO IP Call Management System with Email Integration Platform is used to monitor customer service activities including inbound and outbound calls and emails.

3.2.3.4.7 An All Payer Claims Database was recently developed by EOHHS to serve as the repository to collect medical, dental, pharmacy claims, and patient eligible information at the state level. The goal is for the Massachusetts Medicaid EHR Incentive Payment Program to have access to the database to verify both the Medicaid patient threshold numerator and denominator.

3.2.4 Solution requirements
3.2.4.1 Work shall be proposed in 3-phases:
3.2.4.1.1 Phase 1 – Process definition + SFDC application design
3.2.4.1.2 Phase 2 – SFDC application + interface development, implementation and testing; data migration
3.2.4.1.3 Phase 3 – Workflow optimization

3.2.5 General
3.2.5.1 Processes
3.2.5.1.1 Lead management – solution shall enable lead capture from Mail Chimp, our website, our social sites and across divisions; shall be able to convert leads automatically to contacts, organizations and opportunities based on pre-defined workflows

3.2.5.1.2 Contact and organization management – solution shall support creation of contacts within organizations – orgs may be arranged in a hierarchy; details of data to be collected for contacts and organizations shall be determined during phase 1

3.2.5.1.3 Opportunity management – solution shall be able to track opportunities according to a variety of (likely 3 different) maturity cycles (i.e. sales cycle)

3.2.5.1.4 Campaign management - solution shall be able to manage campaigns for segments of our contact and organizational lists regardless of campaign media type

3.2.5.1.5 Reporting and Dashboarding – solution shall enable rich reporting (standard and ad-hoc reports) and dashboarding; an initial dashboard displaying our performance metrics (determined during phase 1) shall be developed

3.2.5.2 Interfaces
3.2.5.2.1 MailChimp – be able to send email lists to MailChimp and record unsubscribes and opt-outs from MailChimp into SFDC

3.2.5.2.2 Website – enable web-to-lead functionality to allow for basic web forms to feed data into SFDC

3.2.5.3 HIE
3.2.5.3.1 Processes -- Solution shall support the following high-level processes:
3.2.5.3.1.1 lead to Mass Hiway sign-up
3.2.5.3.1.2 sign-up to implementation
3.2.5.3.1.3 implementation to optimization

3.2.5.3.2 Interfaces
3.2.5.3.2.1 Mass Hiway Participant Portal – be able to be notified of participant signup from this portal and logged in SFDC

3.2.5.3.2.2 Mass Hiway Pipeline – one time upload (Google docs)

3.2.6 REC
3.2.6.1 Processes -- Most processes already occur in the ONC SFDC instance – we envision that work continuing; however, we anticipate replicating some of the functionality there in the MeHI instance then importing the ONC data periodically (i.e. real-time, weekly); we anticipate non-ONC value-added services will be developed in the MeHI instance
3.2.6.2 Interfaces -- ONC SFDC Instance -- receive information from and populate the MeHI instance

3.2.7 Medicaid Program

3.2.7.1 Processes - evaluate operational processes and systems to:

3.2.7.1.1 Determine feasibility of integrating multiple systems
3.2.7.1.2 Automate, validation and queuing of applications using Salesforce
3.2.7.1.3 Identify tools, resources and timeline to implement recommended changes
3.2.7.1.4 Outline application and Outreach benchmarking methodology
3.2.7.1.5 Develop a Vision Model
3.2.7.1.6 Outline Transformation Plan that includes:

3.2.7.1.6.1 Best practices
3.2.7.1.6.2 Value to business
3.2.7.1.6.3 Timeline
3.2.7.1.6.4 Priorities
3.2.7.1.6.5 Risks

3.2.7.2 Develop an innovative, scalable, and flexible solution to transform current services inclusive of Application Process, Outreach and Customer Service (Call Center) and supporting services (data integration, reporting, etc.)

3.2.7.2.1 Automate manual processes through streamlining
3.2.7.2.2 Expand the use of Salesforce to reflect business needs
3.2.7.2.3 Reduce the length of the validation and approval processing cycle
3.2.7.2.4 Improve reporting accuracy
3.2.7.2.5 Increase Outreach Activity effectiveness utilizing best practices

3.2.7.3 Interfaces (to be developed or enabled)

3.2.7.3.1 Hewlett Packard (HP) Medical Assistance Provider Incentive Repository (MAPIR)
3.2.7.3.2 Medicaid Management Information System (MMIS),
3.2.7.3.3 EOHHS Data Warehouse (assembles Managed Care Organization and Fee-for-Service Claims Data)
3.2.7.3.4 CISCO telephone and email platform (for call center operations)

3.2.7.4 Related needs: Solution shall:

3.2.8.1 allow for email of contacts from within SFDC and interactions to be recorded also within SFDC
3.2.8.2 integrate employ Data.com to effectively manage contacts and enhance marketing, communication and social networking initiatives
3.2.8.3 enable mobile access via iPhones, Blackberries, and Android devices to via the standard interface, and, where deemed critical in Phase 1, custom access to SDFC custom objects
3.2.8.4 enable call center functions and integration of Cisco VoIP phones and email in support of the high-volume Medicaid program specifically, but extend VoIP integration to other MeHI components. Call center specifically to support Medicaid Program for:

3.2.8.4.1 Operational Activities including Call Center support
3.2.8.4.2 Reporting purposes
3.2.8.5 generate an idea exchange using the idea native functionality as means to collect community feedback. Work with MeHI to determine communities and enable access via our website.
3.2.8.6 capture our Twitter feed enabling post management through SFDC. Optionally, solution shall leverage the Radian 6 suite of functionality to monitor our social media environment.

3.2.8.7 leverage the content/libraries (i.e. document management) functionality native to SFDC

3.2.8.8 Proposals shall include other functionality relevant to our use cases that may not have been explicitly stated within

3.2.9 Solution implementation

3.2.9.1 Technically configure and implement solution in a fresh instance of SFDC

3.2.9.2 Perform proposed user and integration testing

3.2.9.3 Migrate data from the current MeHI instance and from the ONC instance into the fresh instance of SFDC – downtime to be completed over a weekend and not conflict with standard business hours

3.2.9.4 Provide overall support services for project duration and include an option to continue support services and maintenance post go live.

3.2.9.5 Provide Training for multi-level users

3.2.9.6 Documentation for solution and improved processes (workflows)

3.3 Duration of Services

MeHI anticipates selecting the Salesforce Implementation and Support Vendor in March 2013, and expects work to begin as soon as the contracting process is complete. MeHI is estimating that the vendor will perform the activities through September 2013. Contractor performance will be reviewed on a monthly basis.

4 Submission of Responses

4.1 Schedule

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>February 11, 2013</td>
<td>RFP re-issued</td>
</tr>
<tr>
<td>February 25, 2013</td>
<td>Deadline for any additional questions and clarification inquiries, preferably submitted via e-mail to <a href="mailto:maehi@masstech.org">maehi@masstech.org</a>. Note: please review the Q&amp;A file posted with this RFP prior to submitting your question.</td>
</tr>
<tr>
<td>February 28, 2013</td>
<td>Deadline for answers to Respondents additional questions.</td>
</tr>
<tr>
<td>March 8, 2013</td>
<td>Responses due by 3:00 p.m.</td>
</tr>
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Responses will be due no later than 3:00 p.m. EST, on March 8, 2013. Responses received later than the date and time specified will be rejected or deemed non-conforming and returned to the Respondent unopened. the Mass Tech Collaborative assumes no responsibility or liability for late delivery or receipt of responses.

4.2 Questions

Questions regarding this RFP may be submitted to the address set forth in Section 4.5(b) or by electronic mail to maehi@masstech.org. All questions must be received by 5:00 PM EST on February 25, 2013. 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 February 28, 2013 to the Mass Tech Collaborative’s and the Comm-PASS websites. Note: Please review the Q&A File posted with the RFP prior to submitting your question.

4.3 Bidders’ Teleconference

A bidders’ teleconference will be held on Friday, February 22, 2013. All potential respondents interested in participating in the bidders’ teleconference must register with MeHI by 5:00 p.m. on Wednesday, February 20, 2013 in order to obtain the conference call information. To register, please email Deborah Holbrook at holbrook@masstech.org. MeHI will transmit the conference call information to all registered
bidders 24 hours in advance of the teleconference. MeHI will post summary responses to procedural questions and issues addressed at the bidders’ teleconference on the Mass Tech Collaborative’s and the Comm-PASS websites.

4.4 Interviews & Selection of Finalists

As part of the selection process, the Mass Tech Collaborative may invite finalists to answer questions regarding their proposal in person or in writing. the Mass Tech Collaborative may also choose to enter into a negotiation period with one or more finalist Respondents and then ask the Respondent(s) to submit a best and final offer along with a negotiated agreement.

4.5 Instructions for Submission of Responses:

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

(a) All responses must be submitted in writing, on 8 ½ x 11 paper (including all required submissions), with one (1) unbound original; one (1) unbound copy; 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 the Mass Tech Collaborative.

(b) Responses must be delivered to:

Request for Proposals for Salesforce.com Integration
RFP No. 2013-MeHI-05-1
Massachusetts Technology Collaborative
75 North Street
Westborough, MA 01581

(c) A statement indicating compliance with the terms, conditions and specifications contained in this RFP must be presented in the response. Submission of the signed Authorized Respondent’s Signature and Acceptance Form (Attachment B) shall satisfy this requirement.

(d) Any and all data, materials and documentation submitted to the Mass Tech Collaborative in response to this RFP shall become the Mass Tech Collaborative’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 the Mass Tech Collaborative, as set forth in Attachment A hereto, (2) agrees to be bound by those procedures, and (3) agrees that the Mass Tech Collaborative 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.

4.6 Information Required:

(a) Executive Summary: Respondents should provide a summary of their organization, their qualifications and their proposed approach for working with the Mass Tech Collaborative. 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 the Mass Tech Collaborative and the person who is authorized to negotiate and contractually-bind Respondent. the Mass Tech Collaborative 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 the Mass Tech Collaborative’s discretion. Any changes to personnel require formal written approval by the Mass Tech Collaborative, and the Mass Tech Collaborative 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 services similar to those set forth in this RFP, with a description of the services provided. If individuals identified as participants in a contract entered into under this RFP previously participated in any of the projects performed for other clients on the foregoing list, please identify the projects in which the individual participated.

(e) **Billing Rates and Structure**: The Respondent selected hereunder will also be added to the Mass Tech Collaborative’s list of consultants prequalified to provide services to the Mass Tech Collaborative. Therefore, the Mass Tech Collaborative anticipates establishing a set rate schedule with the selected firm for the period ending June 30, 2015. 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 Agreement will generally be billed in accordance with the hourly rates provided by the Respondent (the “Offered Rate”).
- Using the form appended hereto as Attachment C, Respondent shall provide a cost proposal for the Technical Consulting Services which includes a list, by type and amount, of any additional fees, overhead charges, or reimbursable expenses, if any. As a general policy, the Mass Tech Collaborative does not pay mark-ups on reimbursables or out-of-pocket expenses, nor does the Mass Tech Collaborative pay for word processing, secretarial overtime or meals. For travel costs, the Mass Tech Collaborative 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)
- Officer’s Certificate (see Attachment E)
- Current w-9 Form

5 **Evaluation Process, Criteria and Selection**

5.1 **Process**

The Mass Tech Collaborative’s evaluation committee shall evaluate each Response that is properly submitted. After submission and review of responses, interviews may be requested.

5.2 **Criteria**

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

- Adherence to solution requirements & appeal of proposed solutions
• Time to functionality
• Cost
• Appeal of non-specified additions to improve user experience
• Lack of debarment status by either the state or federal government.

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

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 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, the 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.**

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 RFP. The foregoing notwithstanding, the Mass Tech Collaborative’s Master Agreement (available at http://www.masstech.org/AgencyOverview/opps.htm) 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, the Mass Tech Collaborative 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 the 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 RFP and/or in connection with any contract entered into between Respondent and the Mass Tech Collaborative 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 Mass Tech Collaborative. Any questions concerning issues of confidentiality, the submission of materials to the Mass Tech Collaborative, application of the procedures set forth in Attachment A or any other questions related to these matters, please contact Michael Baldino, Esq., at the Mass Tech Collaborative.
(d) It is the policy of the Mass Tech Collaborative 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 the Mass Tech Collaborative’s needs; (2) the necessary experience, organization, qualifications, skills and facilities to provide the Technical Consulting Services set forth in this RFP; (3) a satisfactory record of performance in the provision of the Technical 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) The Mass Tech Collaborative makes no guarantee that any 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 the 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.

(g) Respondents are prohibited from communicating directly with any employee of the Mass Tech Collaborative 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 the Mass Tech Collaborative, application of the procedures set forth in Attachment A or any other questions related to these matters, may contact Michael Baldino, Esq., at the Mass Tech Collaborative.

(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. The Mass Tech Collaborative 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 a Master Agreement with the Respondent that will provide the best value for the services to achieve the procurement goals of the Mass Tech Collaborative. 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 the Mass Tech Collaborative as part of the Master Agreement will not be compensated under any contract awarded pursuant to this RFP. The Mass Tech Collaborative 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 the 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 RFP evaluation committee will rule on any such matters and will determine appropriate action.

(n) If the Mass Tech Collaborative 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 the Mass Tech Collaborative’s and the Comm-PASS websites. The Mass Tech Collaborative’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) The Mass Tech Collaborative’s prior approval is required for any subcontracted services under any Master Agreement entered into as a result of this RFP. 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. 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.

(q) The Master Agreement and work order(s) entered into as a result of this RFP shall generally be on a fee for service basis. It is anticipated that the Mass Tech Collaborative will select one Respondent to this RFP and will enter into a Master Agreement with the selected Respondent. It is anticipated that the term of the Master Agreement entered into pursuant to this RFP will be twenty-four (24) months, with the Mass Tech Collaborative options to renew it in its discretion.

6.2 Waiver Authority

The Mass Tech Collaborative 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.

6.3 Disclaimer

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

6.4 Changes/Amendments to RFP

This RFP has been distributed electronically using the Mass Tech Collaborative’s and the Comm-PASS websites. It is the responsibility of respondents to check the Mass Tech Collaborative’s and/or the Comm-PASS websites for any addenda or modifications to a RFP to which they intend to respond. the 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 RFP document.
ATTACHMENT A

THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE

POLICY AND PROCEDURES REGARDING SUBMISSION OF “SENSITIVE INFORMATION”

The Massachusetts Technology Collaborative, the Massachusetts Broadband Institute, the Massachusetts e-Health Institute, the John Adams Innovation Institute (collectively referred to herein as “the Mass Tech Collaborative”) is 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 the Mass Tech Collaborative. As a result, any information submitted to the 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 the 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 the 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 THE 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 THE MASS TECH COLLABORATIVE OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO THE MASS TECH COLLABORATIVE, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO THE 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 the 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 the Mass Tech Collaborative, the Submitting Party must provide a cover letter, addressed to the 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 the 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 THE 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, FAXSIMILE 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 the 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 the 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 the 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 the Mass Tech Collaborative staff. By submitting a grant application, request for response, or any other act that involves the submission of information to the Mass Tech Collaborative, the Submitting Party certifies, acknowledges and agrees that (a) the Mass Tech Collaborative's receipt, segregation and storage of documents designated by Submitting Party as “Sensitive Information” does not represent a finding by the 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) the Mass Tech Collaborative is not liable under any circumstances for the subsequent disclosure of any information submitted to the Mass Tech Collaborative by the Submitting Party, whether or not such documents are designated as “Sensitive Information” or the Mass Tech Collaborative was negligent in disclosing such documents.

5. In the event that the Mass Tech Collaborative receives an inquiry or request for information submitted by a Submitting Party, the 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 the 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 the Mass Tech Collaborative's receipt of the public records request, and the Mass Tech Collaborative may, but shall not be required to provide Submitting Party an opportunity to present the 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 THE MASS TECH COLLABORATIVE FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF THE MASS TECH COLLABORATIVE OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF “SENSITIVE INFORMATION” OR TO BIND THE MASS TECH COLLABORATIVE IN ANY MANNER CONCERNING THE 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 THE MASS TECH COLLABORATIVE TO ASSERT SUCH AN EXEMPTION. THE 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. the 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 the Mass Tech Collaborative determines that the subject documents are exempt from disclosure, the requesting party may seek review of the Mass Tech Collaborative’s determination before the Supervisor of Public Records, and the 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 the 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, the 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 the 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, the Mass Tech Collaborative shall not assert an exemption, the 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 the 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 the 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.
The undersigned is a duly authorized representative of the Respondent listed below. The Respondent has read and understands the RFP requirements. The Respondent acknowledges that all of the terms and conditions of the RFP are mandatory, and that Respondent's response is compliant with such requirements. The Respondent specifically acknowledges the application of the procedures regarding disclosure of sensitive information as set forth in Attachment A of the RFP, and specifically agrees that it shall be bound by those procedures.

The Respondent understands that, if selected by 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 RFP, including all attachments and exhibits, are true and correct to the best of my knowledge.

Respondent: ________________________________
(Printed Name of Respondent)

By: _______________________________________
(Signature of Authorized Representative)

Name: ________________________________

Title: ________________________________

Date: ________________________________
# Response Cover Sheet

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<tr>
<th>Name of Respondent</th>
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<td>Mailing Address</td>
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<td>City/Town</td>
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<td>State</td>
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<td>Zip Code</td>
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<td>Telephone</td>
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<td>Primary Contact for Clarification</td>
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<td>Primary Contact E-mail Address</td>
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<td>Authorized Signatory</td>
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<td>Authorized Signatory E-mail Address</td>
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<tr>
<td>Legal Status/Jurisdiction (e.g., a Massachusetts corporation)</td>
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<tr>
<td>Respondents DUNS No.</td>
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## ATTACHMENT C

### BUDGET TEMPLATE

<table>
<thead>
<tr>
<th>Staff Name and/or title of those that may provide services for the proposed engagement</th>
<th>Hourly rates</th>
<th>Additional pricing incentives (e.g. blended rates, fee caps, additional discounts, etc.)</th>
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### Consulting Fees

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<tr>
<th>Staff Person/Title (list key consultants, those providing support functions can be summarized)</th>
<th>Proposed # of Hours</th>
<th>Rate per Hour</th>
<th>Total Amount</th>
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**Total Level of Effort and Consulting Fees**

| **0** | **$0** |

### Direct Materials (if any)

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<th>Item/Description</th>
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**Total**

**$0**

### Other Direct Expenses (if any)

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**Total**

**$0**

### Travel Expenses (include purpose and basis of costs)

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**Total**

**$0**

**Total Fee Proposed**

**$0**
ATTACHMENT D

FEDERAL FLOW-DOWN PROVISIONS

1. Federal Funding / Flowdown Provisions: Because the Services and Deliverables set forth herein fall within the purview of the ARRA Award, selected respondent will be subject to certain provisions that are required to flow down from Mass Tech Collaborative’s grant agreement with the DHHS. Therefore, for purposes of the Work Order executed for these services only, selected respondent will subject to the following additional clauses.

   a) Recordkeeping, Audit and Inspection of Records. Section 15 of the Agreement is supplemented by the following:
      
      Any representative of the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, is authorized to examine any records of the Contractor that pertain to and involve transactions relating to the Services and Deliverables under this Work Order, and to interview any officer or employee of Contractor regarding such transactions.

   b) Assignment/Subcontracting: Section 13 of the Agreement is amended by the addition of the following requirements in the selection of subcontractors:
      
      i. Contractor will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.
      
      ii. Affirmative steps shall include:
      
      a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
      
      b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
      
      c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;
      
      d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises;
      
      e. Using the services and assistance of the Small Business Administration, and the DOC’s Minority Business Development Agency.
      
      iii. Neither the Contractor, nor any of its subcontractors shall subcontract any part of the project to any agency or employee of DHHS and/or other Federal department, agency or instrumentality, without the prior written approval of the Grants Officer. Requests for approval of such action must be submitted to Mass Tech Collaborative for submission to the Federal Program Officer who shall review and make recommendation to the Grants Officer. The Grants Officer shall make the final determination and will notify Mass Tech Collaborative in writing of the final determination.
      
   c) Non-Discrimination. No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. Therefore, in the event fees for Services and Deliverables provided hereunder are applied against either of the Federal Grants, the Contractor agrees to comply with the non-discrimination requirements below:
      
      
      a. Title VII of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and DHHS implementing regulations published at 45 CFR Part 80 which prohibit discrimination on the grounds of race, color, or national origin under any programs or activities receiving Federal funding assistance;
b. Title IX of the Education Amendments of 1972 (20 USC §§ 1681 et seq.) and DHHS implementing regulations published at 45 CFR Part 80 prohibiting discrimination on basis of sex under any programs or activities receiving Federal funding assistance;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and DHHS implementing regulations published at 45 CFR Parts 84 and 85 prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;

d. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.) and DHHS implementing regulations published at 45 CFR Part 91 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

e. The Americans with Disabilities Act of 1990 (42 USC §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation; and

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

d) **False Claims or Public Concerns.** Contractor shall promptly refer to Mass Tech Collaborative any public concerns raised to Contractor about the use of ARRA funds (Section 1514), or credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim (e.g., falsification of time sheets, reports or invoices) under the Federal False Claims Act or has committed a criminal or civil violation pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds. Contractor acknowledges that Section 1865 of ARRA, amends Section 257 of the Trade Act of 1974 increasing false claims penalties to allow imprisonment up to 2 years, or fines or both. Contractor shall post the “Whistleblower Flyer” appended hereto as Attachment XX at its workplace and at any site where the Services are being rendered.

e) **Activities Abroad.** Contractor will ensure that project activities carried on outside the United States are coordinated as necessary with appropriate Governmental Authorities and that appropriate license, permits or approvals are obtained.

f) **USA PATRIOT Act.** Contractor agrees to abide by the terms of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (“USA PATRIOT Act”) codified at 18 U.S.C. 175-175c, as such terms apply to this Work Order.

b) **U.S. Flag Air Carriers.** To the extent applicable to Contractor’s provision of services under this Work Order, Contractor agrees to comply with the requirement that U.S. flag air carriers be used by Contractor to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with U.S. General Services Administration regulations on U.S. flag air carriers and code shares.

h) **Governmentwide Debarment and Suspension (Nonprocurement).** Contractor will comply with the provisions of Subpart C of 2 CFR Part 1326, “Governmentwide Debarment and Suspension (Nonprocurement)” (published in the Federal Register on December 21, 2006, 71 FR 76573), which generally prohibit entities that have been debarred, suspended or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions.
i) Health Insurance Portability and Accountability Act (“HIPAA”). Contractor will comply with the provisions of HIPAA codified at 42 U.S.C. 201, et seq.

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

   a) **Lobbying.** In the event the fees for Services and Deliverables provided hereunder exceed $100,000, this Work Order shall be subject to 31 U.S.C. §1352, as implemented at 15 CFR Part 28, “New Restrictions on Lobbying.” Contractor shall submit a completed “Disclosure of Lobbying Activities” (Form SF-LLL), regarding the use of non-federal funds for lobbying. The Form SF-LLL shall be submitted to Mass Tech Collaborative within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed.

   b) **Controlled Substances.** Contractor shall not knowingly use funds provided hereunder to support activities that promote the legalization of any drug or other substance included in Schedule I of the Schedule of controlled substances established by Section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation shall not apply if the Contractor notifies the General Management Office that (i) there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance; or (ii) federally-sponsored clinical trials are being conducted to determine therapeutic advantage.

   c) **Restriction on Abortion.** Funds provided hereunder may not be spent for an abortion.

   d) **Restriction on Distribution of Sterile Needles.** Funds provided hereunder may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.