



REQUEST FOR PROPOSALS FOR LAST MILE CONSULTING SERVICES

RFP No. (2014-MBI-01)

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

Procurement Team Leader: Jason Whittet
RFP Issued: July 15, 2013
Questions Due: July 24, 2013
Answers to Questions Posted: July 31, 2013
**Responses Due: August 12, 2013 3pm; Thereafter the RFP
will remain open on a rolling basis with
responses evaluated on a periodic basis**

Table of Contents

1.	Introduction	1
1.1.	Background on Current Request for Proposals	1
1.2.	Background on the Mass Tech Collaborative	2
1.3.	The Massachusetts Broadband Institute	2
1.3.1	MassBroadband123	2
1.3.2	Last Mile	2
2.	Last Mile Services Required	3
2.1.	General	3
2.2.	Last Mile Expertise – Business and Technical Consulting Services	3
2.3.	Product and Pricing Information, Market Research, and Financial Analysis	3
2.4.	Procurement Development	4
2.5.	Project Management	4
2.6.	Stakeholder Relationships - Community Outreach and Event Planning ...	4
3.	Submission of Responses.....	5
3.1	Schedule	5
3.2	Questions	5
3.3	Instructions for Submission of Responses:	5
3.4	Information Required:	6
4.	Evaluation Process and Criteria	7
5.	Other Provisions.....	8
5.1.	General Information	8
5.2	Changes/Amendments to RFP	10

Attachments are available as separate documents

Attachment A: The Massachusetts Technology Collaborative Policy And Procedures Regarding Submission Of “Sensitive Information”

Attachment B: Massachusetts Technology Collaborative Authorized Respondent’s Signature and Acceptance Form; and Response Cover Sheet

Attachment C: Budget Forms

1. Introduction

1.1. Background on Current Request for Proposals

- (a) The Massachusetts Technology Collaborative (the “Mass Tech Collaborative”), on behalf of the Massachusetts Broadband Institute (the “MBI”), is issuing this Request for Proposals for Last Mile Consulting Services, RFP No. 2014-MBI-01 (“RFP”) to solicit responses from firms to provide consulting services to support the planning, development and deployment of a regional last mile solution to bring broadband access to communities in western Massachusetts that remain unserved or underserved.
- (b) By structuring this process in the form of a Request for Proposals, Respondents will be competing against each other for selection by the MBI to provide it with Last Mile Consulting Services (as more fully set forth in Section 2, the “Last Mile 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.
- (c) The MBI shall compare the submissions of all Respondents pursuant to the evaluation criteria set forth in this RFP. This solicitation will remain open on a rolling basis. The Mass Tech Collaborative intends to complete the process of selecting and contracting with the initial group of Respondents by September 5, 2013. Responses submitted after the initial deadline of August 12, 2013, will be reviewed and compared on a periodic basis pursuant to the evaluation criteria set forth in this RFP. 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. As a result of this RFP, the MBI intends to select various individuals and/or firms to assure that it has ongoing and expeditious access to the Last Mile Consulting Service providers at competitive (and preferably discounted) rates.
- (d) As a general rule that may be subject to exceptions in the sole exercise of the Mass Tech Collaborative’s discretion, the Mass Tech Collaborative has determined that only Respondents selected under this RFP shall be eligible for the award of prospective work orders for the Last Mile Consulting Services set forth herein with the Mass Tech Collaborative commencing on or after September 5, 2013. As a result, any firm interested in providing the Mass Tech Collaborative with the Last Mile Consulting Services on work orders awarded on or after September 5, 2013 is required: (1) to respond to this RFP; and (2) if selected, to execute the Mass Tech Collaborative’s Master Agreement for Services (the “Master Agreement”) available at <http://www.masstech.org/procurements> (see Section 3.1(d) for more detail regarding the Master Agreement). In the event that a Respondent selected under this RFP is currently party to a Master Agreement, 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. The Mass Tech Collaborative acts as the contracting entity on behalf of the MBI. 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), the MBI and the Mass Tech Collaborative are collectively referred to as the MBI.
- (e) **RESPONDENTS PLEASE NOTE:**
 - (i) Individuals providing Last Mile Consulting Services to the MBI 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 Master Agreement requires contractors to certify, among other things, compliance with the Conflict of Interest law.
 - (ii) This RFP does not commit the Mass Tech Collaborative 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. This RFP does not commit the Mass Tech Collaborative to select any firm(s), pay any costs incurred in preparing a response, or award any grants. Selection of a Respondent under this RFP does not commit the MBI to procuring any services under any Master Agreement executed pursuant to this RFP. The Mass Tech Collaborative reserves the right, in its sole discretion, to make no awards, or to award less than the maximum amount of funds potentially available through this RFP. The Mass Tech Collaborative reserves the right, in its sole discretion, to accept or reject any or all submittals received, negotiate with any or all qualified Respondents, and request modifications to proposals in accordance with such negotiations; request supplemental or clarifying information from

Respondents; cancel, amend or modify the RFP in part or in its entirety; or change the RFP guidelines.

- (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 <http://www.masstech.org/procurements>). As part of its response, Respondent must affirmatively indicate whether it has contracts for services funded in part or in whole by the Mass Tech Collaborative grants.

1.2. Background on the Mass Tech Collaborative

The Mass Tech Collaborative is an independent public instrumentality of the Commonwealth of Massachusetts (the "Commonwealth") chartered 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. For additional information about the Mass Tech Collaborative and its programs and initiatives, please visit our website at www.masstech.org.

The Mass Tech Collaborative has three divisions: the Innovation Institute, the Massachusetts Broadband Institute, and the Massachusetts e-Health Institute. It is anticipated that the Last Mile Consulting Services set forth herein will be required on an ongoing basis to address a wide range of issues concerning the MBI (described below), as well as a potential for services related to the Mass Tech Collaborative's other divisions and general corporate management.

1.3. The Massachusetts Broadband Institute

The MBI is the central broadband program for the Commonwealth. The MBI was created in August 2008 upon the enactment of Chapter 231 of the Acts of 2008, An Act Establishing and Funding the Massachusetts Broadband Institute (the "Broadband Act"). The primary mission of the MBI is to extend affordable, robust, high-speed Internet access to all homes, businesses, schools, libraries, medical facilities, government offices and other public places across Massachusetts, with a focus on the hard-to-serve areas of western and central Massachusetts. For more information about the MBI and its programs and activities generally, please visit the website at www.massbroadband.org.

1.3.1 *MassBroadband123*

The MBI has almost completed deploying ***MassBroadband123***, an \$85 million fiber-optic network that spans more than 1,000 miles across western and central Massachusetts. This network is connecting over 120 communities and almost 1,200 community anchor institutions within the project footprint in order to support broadband access for over 388,000 households and 44,000 businesses. The ***MassBroadband123*** network is funded with approximately \$40 million in state funding and a \$45 million grant award from the federal Broadband Technology Opportunities Program ("BTOP") administered by the National Telecommunications and Information Administration of the U.S. Department of Commerce (Award No. NT10BIX5570070; CDFR No. 11.557) (the "ARRA Award").

1.3.2 Last Mile

The MBI is currently considering options to promote last mile broadband access, including a last mile expansion off of the ***MassBroadband 123*** network in 45 rural, western Massachusetts communities that have been identified through the MBI's broadband availability mapping project as being underserved by high-speed broadband internet access. State funding to support the last mile project would likely be in the form of a capital bond outlay.

The MBI is seeking to identify and contract with a stable of consultants that can be called upon to provide expert technical, financial and strategic advice, analysis and guidance on the planning and implementation of last mile projects. The selected consultants will support the work of a steering committee that will include Mass Tech Collaborative staff, state officials and stakeholders. The MBI's main objective is to develop a robust solution to broadband access for households, businesses and community anchor institutions (such as schools, libraries, municipal offices, and public safety facilities)

that maximizes the impact of limited public resources, leverages other sources of funding (to the extent necessary and appropriate), and promotes economic growth in the region.

2. Last Mile Services Required

2.1. General

Respondents to this RFP may submit responses to 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.

The Last Mile Consulting Services required are to support the goals, activities and work products of the MBI, to be performed at the explicit direction of the MBI's staff and its Director.

The MBI 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 the MBI will award any work orders for Last Mile Consulting Services to any selected respondent.

2.2. Last Mile Expertise – Business and Technical Consulting Services

To support the MBI's last mile efforts, the MBI is looking for consultants with:

- Extensive knowledge and understanding of last mile networks and delivery methods utilizing technologies that include wireless and fiber to the home ("FTTH") ;
- Proven ability to relate technical knowledge to all aspects of business modeling for last mile network design, deployment methodologies, value chain segmentation, and pricing at every juncture between pure internet access and the offering of retail services;
- Experience planning, implementing and operating complex last mile broadband networks;
- Experience budgeting, forecasting, and modeling capital and operational expenses, and potential revenue generated from last mile networks;
- Current appreciation of state and federal regulations/laws/legislations that govern the telecommunications and broadband marketplace; and
- Provide the MBI with technical assistance and expertise about the region and specific towns, particularly in western Massachusetts

2.3. Product and Pricing Information, Market Research, and Financial Analysis

The MBI last mile project requires objective, fact-based information, research and financial analysis to inform and shape its strategy for forming public/private partnerships, developing business models, and targeting investments that will promote broadband access in western Massachusetts.

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

- Conduct a detailed market analysis that models customer demand in terms of bandwidth requirements and potential revenue generation;
- Conduct specific economic research and analyses to test, validate, and provide insights into existing market conditions which relate to broadband deployment in the Commonwealth, including market potential for existing and emerging technologies;
- Identifying any similar technology-based economic development efforts in other states or countries that may inform the MBI's last mile project;
- Provide financial modeling and analysis of potential targeted investments/solutions by identifying which specific applications of technologies have the greatest potential value related to the project;
- Perform complex financial and business analysis, including strategic, economic, or game-theory modeling, in support of the MBI's development of financing and contracting models, including public/private partnerships;
- Provide financial modeling, analysis, and presentations as required;
- Design, develop and implement customer development and aggregation strategies;

- Design, develop, and implement targeted research activities through qualitative and quantitative methodologies that include data collection and analysis, interviews, and comparative studies; 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 of information.

2.4. Procurement Development

A critical component of the MBI's success will be the development of well-thought-out requests for information, qualifications, and proposals and solicitations (collectively, the "Procurement Documents"). Consultant services may be required to assist in the development of the Last Mile Procurement Documents and the evaluation of responses thereto. The types of procurements that may be undertaken will depend on the final project design and may include, but are not limited to, network operations, construction project manager, network electronics, and/or construction vendors.

Services required may include but are not limited to:

- Working with the MBI team to ensure that all required elements are included within the Procurement Documents;
- Working with the MBI to ensure conformance of procurement processes with best practices and applicable legal requirements;
- Working with the MBI team to assist in determining the appropriate level of detail needed within the Procurement Documents to ensure that respondents have adequate information to submit complete proposals;
- Assist the MBI in the drafting of Procurement Documents and the analysis and evaluation of responses to Procurement Documents (including analysis and evaluation of costs outlined in proposals and of future economic impact (costs, revenues, etc.) of proposed solutions); and
- Provide support services to assist the MBI through the negotiation of a contract(s) with the successful bidder(s).

2.5. Project Management

- Provide direct support to the MBI in identifying internal and external resources, and creating frameworks for sound policy decisions in accomplishing the MBI's Last Mile objectives;
- Provide support and expertise to define, identify, map, characterize, and report on the opportunities and challenges presented by a variety of last mile network options, including input from multiple stakeholders and other relevant data sources;
- Provide support and expertise in designing, developing and delivering of complex networking solutions;
- Provide advice on relevant trends and best practices on last mile broadband approaches and models;
- Facilitate the development of a collaborative network of stakeholders including other state agencies with broadband needs to build consensus with respect to which projects are mutually beneficial and best support the overall goals of the MBI and the economic development goals of the Commonwealth; and

2.6. Stakeholder Relationships - Community Outreach and Event Planning

A critical factor in the success of the MBI's Last Mile efforts will be its ability to engage with stakeholders, communities, and policymakers in discourse and dialogue. Building, maintaining and strengthening stakeholder relationships – and engaging with stakeholders -- is a critical component of the MBI's work. Respondents will support the MBI's community outreach and event planning including but not limited to:

- Work with the MBI to support and facilitate stakeholder engagement and community participation, articulating specific strategies for engagement and collaboration;

- Plan, participate in, and document, public forums, meetings, and conferences with project participants, local communities, elected officials, industry, educators, policymakers, and all other stakeholders to further the objectives and goals of the MBI's last mile project;
- Support effective and appropriate outreach efforts to inform public and private sector stakeholders about the MBI's last mile project;
- Draft materials to support the MBI making presentations, delivering remarks, providing concept papers, or offering testimony with regard to the last mile 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; and
- Support the development and presentation of framework documents, reports, and findings intended for a diverse audience of participants and stakeholders.

3. Submission of Responses

3.1 Schedule

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

July 15, 2013	RFP Issued
July 24, 2013	Deadline for all questions and clarification inquiries, preferably submitted via e-mail to sullivan@masstech.org
July 31, 2013	Deadline for all answers to Respondents questions.
August 12, 2013	Responses due by 3:00 p.m.

- (b) **Initial responses will be due no later than 3:00 p.m. EST, on August 12, 2013.** Responses received later than the date and time specified will be reviewed and evaluated by the Mass Tech Collaborative in batches on a periodic basis. The Mass Tech Collaborative assumes no responsibility or liability for late delivery or receipt of responses.
- (c) The responses will be evaluated pursuant to the criteria set forth in this RFP. Notification of selection or non-selection of all Respondents who submitted conforming responses will be mailed when the selection process is final.
- (d) *Master Agreement:* The selected Respondent(s) will execute the standard Master Agreement for Professional Services, available at <http://www.masstech.org/procurements> (the "Master Agreement"). The Master Agreement and any work orders issued to Respondent will be managed for the Mass Tech Collaborative by its Contracts Administrator and the relevant Project Manager. **RESPONDENTS ARE REQUIRED TO SPECIFY ANY EXCEPTIONS TO THE MASTER AGREEMENT AND TO MAKE ANY SUGGESTED COUNTERPROPOSAL(S) WITH THEIR RESPONSE. FAILURE TO SPECIFY EXCEPTIONS AND/OR COUNTERPROPOSALS WILL BE DEEMED AN ACCEPTANCE OF THE MASTER AGREEMENT'S TERMS AND CONDITIONS, AND NO SUBSEQUENT NEGOTIATION OF SUCH PROVISIONS SHALL BE PERMITTED.**

3.2 Questions

Questions regarding this RFP may be submitted to the address set forth in Section 3.3(b) or by electronic mail to sullivan@masstech.org. All questions for the initial round of this solicitation must be received by 5:00 PM EST on July 24, 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 July 31, 2013 to the Mass Tech Collaborative's and the Comm-PASS websites. After the initial round, questions will be accepted on an ongoing basis and the Mass Tech Collaborative shall endeavor to post responses within one week of receipt.

3.3 Instructions for Submission of Responses:

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

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

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

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

Request for Proposals for Last Mile Consulting Services
RFP No. 2014-MBI-01
Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581

- (c) A statement indicating compliance with the terms, conditions and specifications contained in this RFP must be presented in the response. Submission of the signed Authorized Respondent's Signature and Acceptance Form (Attachment B) shall satisfy this requirement.
- (d) Any and all data, materials and documentation submitted to 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.

3.4 Information Required:

- (a) Response Cover Sheet: Respondents must provide all the information on the Response Cover Sheet appended hereto as Attachment B.
- (b) Executive Summary: Respondents should provide a summary of their organization, their qualifications for those categories for which they seek selection and their proposed approach for working with 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 Last Mile Consulting Services by category as identified in the RFP.
- (c) Staff Qualifications: All responses must include resumes of each individual who will be providing Last Mile Consulting Services under any work order, as well as written descriptions of the individuals' experience. All Respondents must identify the individual(s) who will have primary responsibility for contact and communications with 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 the relevant work order if changes are not approved.

- (d) **References:** All responses must include references from at least 3 clients of the Respondent who have utilized the firm on matters of similar size, scope and complexity to the Last Mile Consulting Services set forth in this RFP for which the Respondent seeks selection. 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 Mass Tech Collaborative anticipates establishing a set rate schedule with the selected firm for the period ending **June 30, 2016**. In anticipation of this process, Respondents are required to include the following information in their response. Respondents may, but are not required to, use the Budget Form in Attachment C for this purpose.
- 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, 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.

4. Evaluation Process and Criteria

The Mass Tech Collaborative’s evaluation committee shall evaluate each Response that is properly submitted. Selection of Respondents to provide Last Mile Consulting Services in one or more of the specified categories 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 services sought in this RFP.
- Qualifications and experience of the Respondent and the primary personnel identified to provide the services in each applicable category.
- Record of performance with other clients.
- Experience in providing similar 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.

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

The Mass Tech Collaborative reserves the right to consider such other relevant factors as it deems appropriate in order to obtain “best value” providers of Last Mile Consulting Services. The Mass Tech Collaborative may or may not seek additional information from Respondents prior to making contractor selections.

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, the Mass Tech Collaborative’s Master Agreement (available at <http://www.masstech.org/procurements>) 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 Public Records Law, M.G. L. c. 66, §10, and to M.G.L. c. 4, §7(26), regarding public access to and inspection of 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 MBI’s needs; (2) the necessary experience, organization, qualifications, skills and facilities to provide the types of Last Mile Consulting Services set forth in this RFP; and (3) a satisfactory record of performance in the provision of the Last Mile Consulting Services set forth in this RFP.. **ANY PROPOSAL DETERMINED TO BE NON-RESPONSIVE TO THIS RFP, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF PROPOSALS, WILL BE DISQUALIFIED WITHOUT EVALUATION SUBJECT TO THE RIGHT OF THE MASS TECH COLLABORATIVE TO WAIVE MINOR IRREGULARITIES IN SUBMITTAL REQUIREMENTS.**
- (e) 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.

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- (f) 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 MBI, 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.
- (g) 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.
- (h) 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 MBI will determine if a proposed alternative method of performance achieves substantially equivalent or better performance.
- (i) The goal of this RFP is to select and enter into Master Agreements with the Respondents that will provide the best value of Last Mile Consulting Services to achieve the procurement goals of the MBI. Respondents are therefore invited to propose alternatives which provide substantially better or more cost-effective performance than achievable under a stated RFP specification.
- (j) 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 MBI shall not be responsible for any costs or expenses incurred by Respondents in responding to this RFP.
- (k) 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 Agreement are permitted to be submitted with a Response.
- (l) Respondent's submitted Response shall be treated by the MBI as an accurate statement of Respondent's capabilities and experience. Should any statement asserted by Respondent prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for rejection of the Response and/or of any resulting contract. The MBI will rule on any such matters and will determine appropriate action.
- (m) Submitted Responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.
- (n) The MBI'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.
- (o) 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 the MBI 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, the MBI intends to award all work orders for Last Mile Consulting Services as of September 5, 2013, based on either (1) bids submitted by selected

Respondents (the “Mini-Bid”), or (2) the Mass Tech Collaborative’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. The MBI 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 the MBI options to renew it in its discretion.

5.2 Changes/Amendments to RFP

This RFP has been distributed electronically using the MBI’s and the Comm-PASS websites. If the MBI 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 MBI’s and the Comm-PASS websites. It is the responsibility of respondents to check the MBI or Comm-PASS websites for any addenda or modifications to a RFP to which they intend to respond. The MBI, 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 Innovation Institute at the MassTech Collaborative, the Massachusetts Broadband Institute and the Massachusetts e-Health Institute (collectively referred to herein as the "Mass Tech Collaborative") are subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the "Public Records Act"), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, "public records" include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by 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, 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 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.

ATTACHMENT B

RESPONSE FORMS

RESPONSE COVER SHEET

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

MASSACHUSETTS TECHNOLOGY COLLABORATIVE
AUTHORIZED RESPONDENT'S SIGNATURE AND ACCEPTANCE FORM

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

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

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

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: _____

