



Request for Proposals for Video Production for Health Information Technology

RFP No. 2014-MeHI-03

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

Procurement Team Leader:	Marie Fell-Remmers
RFP Issued:	November 4, 2013
Bidders' Conference:	November 12, 2013
Questions Due:	November 7, 2013
Answers to Questions Posted:	November 14, 2013
Responses Due:	November 25, 2013

1 Introduction

The Massachusetts Technology Collaborative (the “Mass Tech Collaborative”), on behalf of The Massachusetts eHealth Institute (“MeHI”), is issuing this Request for Proposals for Video Production for Health Information Technology (“RFP”) (RFP No. 2014-MeHI-03) to solicit responses from firms with experience in the production of videos that educate and inform healthcare providers at varying levels of understanding on subjects related to adoption and meaningful use of Health Information Technology (Health IT).

Respondents will be competing against each other for selection to provide the creative development, filming, production, post-production, editing and 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.

The Mass Tech Collaborative acts as the contracting entity on behalf of the Massachusetts eHealth Institute. 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 Massachusetts eHealth Institute and the Mass Tech Collaborative are collectively referred to as the Mass Tech Collaborative.

RESPONDENTS PLEASE NOTE:

- (i) 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. 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 applicants, 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.
- (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 this RFP who are currently (or who anticipate that they prospectively may be) providing services to Mass Tech Collaborative grantees are advised to review the Mass Tech Collaborative’s procurement conflicts policy (located at <http://masstech.org/procurements>). As part of its response, Respondent must affirmatively indicate whether it has contracts for services funded in part or in whole by Mass Tech Collaborative grants.
- (iv) As stated herein, MeHI has received grant funding under the American Recovery and Reinvestment Act (“ARRA”) (the “Federal Award”). The fees for the services provided pursuant to this RFP will be charged to the Federal Award. Therefore, selected respondent will be subject to certain federal flow down provisions, which will be set forth in the work order. See Attachment C 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.

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 Innovation Institute at the MassTech Collaborative, the Massachusetts Broadband Institute, and the Massachusetts eHealth Institute. For additional information about the Mass Tech Collaborative and its programs and initiatives, please visit our website at www.masstech.org.

2.2 Massachusetts eHealth Institute

MeHI, established by an act of the Massachusetts Legislature, is the state's entity for health care innovation, technology, and competitiveness and is responsible for advancing the dissemination of health information technology throughout Massachusetts, including the deployment of electronic health records systems in all health care provider settings that are networked through a statewide health information exchange.

MeHI supports the goals set forth in the statewide Health IT Plan, which were further clarified through Chapter 224 of the Acts of 2012 (<https://malegislature.gov/Laws/SessionLaws/Acts/2012/Chapter224>) ("Chapter 224"). Through its three primary programs – the Regional Extension Center ("REC"), the Health Information Exchange ("HIE") and Medicaid EHR Incentive Payment Program Operations – MeHI helps to ensure that the Commonwealth continues to move towards the goal of enabling the transformation of the state's health care system. In February 2014, the REC and HIE programs will be merged into a single Health IT Adoption program with an emphasis on behavioral health, long-term care, and home health providers.

The charge of Chapter 224 to MeHI is to focus on the following key activities:

- Complete the statewide implementation of electronic health records (EHRs) in all provider settings;
- Help providers connect these EHRs to the Commonwealth's health information exchange – the Mass Hlway;
- Identify and promote technologies with the potential to improve the quality and reduce the cost of healthcare;
- Help providers continue to evolve their use of EHRs to comply with future Meaningful Use stages; and
- Promote the understanding of the benefits of health IT to providers, patients, and the general public.

This law also created a first-in-the-nation requirement that providers implement and use electronic health record technology to continue to practice in the Commonwealth. MeHI's role is to help providers comply with this requirement through educational programs, technical support, and grants to assist in the implementation of EHRs in all healthcare delivery settings.

FY2014 Activities

The following is a general overview of the activities MeHI plans to support in FY14.

- Health Information Exchange Program: continue to implement the last-mile initiative by facilitating end users' adoption of and connectivity to the Mass Hlway, with a target of connecting providers' facilities, hospitals and other healthcare facilities.
- Regional Extension Center Program: assist priority primary care providers to acquire, implement and meaningfully use electronic health record technology, with a target of completing the original program goal of helping at least 2,487 primary care providers meaningfully use EHR systems.

- Combine the HIE and REC programs into a single Health IT Adoption Program as the federal funding for the original programs completes in February 2014. The new program will take on many of the functions of the REC and HIE programs, but will have a broader focus and a four-year plan to drive adoption of interoperable health records in the Commonwealth.
- Medicaid Electronic Health Records Incentive Payment Program: manage the Medicaid EHR Incentive Program that includes eligibility verification of Medicaid Eligible Professionals (EP) and Eligible Hospitals (EH).
- Outreach Program: educate providers, patients and the general public about and support awareness of the benefits of interoperable health IT with a focus on improving healthcare quality and reducing cost.
- Establish and operate an Economic and Workforce Development Program focused on supporting the eHealth sector in Massachusetts.

2.3 Funding

Funding for this project comes from an award received by the Mass Tech Collaborative, on behalf of MeHI, from the U.S. Department of Health and Human Services' Office of the National Coordinator for Health Information Technology (Award No. 90RC0016/01; CDFA No. 93.718) which supports the Regional Extension Center, or REC, program. MeHI is one of sixty-two federally-designated Regional Extension Centers and is the designated REC for the Commonwealth of Massachusetts.

Intended use of the Videos

- To efficiently communicate the benefits of health IT adoption requires a multifaceted communication program, of which videos are a part. MeHI plans to interview various providers who have successfully implemented and adopted health IT, specifically electronic health systems (EHR), to document their journey and be able to share their experiences with other providers who have either begun or still need begin their health IT implementation.
- Videos will be posted on, but not limited to, YouTube, MeHI website, social links and share options. They may be presented during the MeHI's Health IT Regional Meeting series or at partners' speaking engagement.
- To assist MeHI Communications in its next stage of education and awareness campaigns, these stories will highlight some best practices and use cases that will educate MeHI's next target healthcare industry segments: Behavioral Health, Long Term Care, Home Health and Small Practices.

3 Services Required

3.1 Purpose

MeHI is required to aid all Massachusetts healthcare providers, which include physicians, nurse practitioners, nurse midwives, physician assistants and dentists, all of which are associated with approximately 4,500 healthcare organizations in the adoption of health information technologies (health IT). As part of this process, MeHI will be seeking a vendor who will create and produce health IT videos directed to healthcare providers in Massachusetts.

3.2 Objective

The objective of these videos is to create awareness and educate healthcare professionals on the resources and services provided by MeHI that include information on EHR adoption and about how the Massachusetts eHealth Institute (MeHI) at MassTech is helping providers comply with Chapter 224 requirements for physician licensure and Meaningful Use.

3.3 Theme

The theme of this project will focus on how healthcare providers and organizations in Massachusetts are using Health IT in a meaningful way with care coordination and care outcomes being a primary focus. These videos will demonstrate how the adoption and meaningful use of health IT, specifically EHRs, can improve care and health outcomes for the patient.

These videos will be short and informative, each one highlighting specific points about health IT and the 'Meaningful Use' standard. MeHI expects the selected production company will 1) provide

creative direction and development; 2) develop scripts that will allow the interviewee to comment on their success and challenges of health IT implementation and adoption; 3) create a finished product that is in line with current trends in video script development and production, and 4) have sufficient knowledge of up-to-date filming equipment and software to provide the highest quality end product possible. As a public agency, priority will be given to vendors who propose cost-efficient filming plans that address the subject matter in a creative and effective manner, and honor the important subject matter and public service goals of the project.

3.4 Target Audience

Healthcare professionals¹, from the urban setting with large provider organizations to the rural setting with one to two provider practices, on the success of health IT adoption within the Commonwealth, specifically in relation to Meaningful Use.

Proposal Requirements

1. Explanation of the creative development process
2. Explanation of how vendor will develop interview script.
3. Explanation of video production process vendor will use to complete the project that includes but is not limited to preproduction Strategy and Planning Meeting Phase, which incorporates the following tasks:
 - a. Finalizing all requirements and tasks to be included in the project
 - b. Strategic planning to include target goal setting, target demographic identification and mapping of action plan.
 - c. Concept development for the end product to include visualization of the final deliverable
 - d. Story board development
 - e. Script writing
 - f. Design and creative components
 - g. Filming
 - h. Editing and mixing
 - i. Production
 - j. Voice over
 - k. Technical and creative consultation to script
 - l. Location selection
 - m. Camera placements
 - n. Final release in production formats, such as mobile, web, plug in for presentations, etc.
4. Post production process that includes but is not limited to dynamic cuts, inserting graphics, music selection, color correction (including brightness and contrast), and audio correction. How equipment and personnel will be transported to and from the sites. Project Plan (see section 4.5(c)).
5. List of the production and editing team, who are capable of gathering and parsing down the footage.
6. List of equipment that will be used during the production process; e.g., cameras, lights, microphones, editing software applications, etc., and how that equipment will be used.
7. Examples of videos for the high-tech landscape that have been formatted for multiple platforms, including mobile devices, such as the iPhone, iPad and android devices.
8. High-level project plan for video production process.

3.5 Required Deliverables

MeHI will require the production of three to six high-definition videos between one to four minutes in length that will be formatted for multiple platforms, including but not limited to mobile devices, such as the iPhone, iPad and android devices.

¹ Physicians, nurse practitioners, nurse midwives, physician assistants and dentists, who are associated with the approximately 4,500 healthcare organizations,

Note: All “b-roll” footage collected during shoots will be the property of Mass Tech at the end of the project.

The videos will include the following themes and subject matter:

- Premier video in the series will highlight MeHI's video series and MeHI as the Commonwealth's “Go-To” Health IT resource for providers.
- Other videos will highlight statewide EHR implementation and health IT progress by large urban institutions to local health care providers.
- Videos will include a combination of interviews (health IT leaders: both business and caregivers), with highlights (pictures/talking points) of large hospitals, community health centers, specialty practices, and small western practices.
- The video scripts will outline four components: 1) Background on the organization's path to Health IT adoption; 2) Structure of the implementation team; 3) Management of organizational change and patient engagement; and 4) sharing of available care outcomes data.
- Messaging
 - Moments of inspiration
 - Campaign is to drive a commitment to use health IT in a meaningful way.
 - Foster aspiration by showcasing successful health IT organizations in such a way that others want to be them.
 - Focus on the “face” or the humans behind the health IT adoption: providers and patients, coming together to improve care.
 - Focus on the story telling.
- Call to action.
 - EHR implementation and health IT adoption success stories are supported by MeHI's programs and services.
- Outcomes of the videos
 - These interviews will be used as pull-in clips for one video or as stand-alone full videos.
 - These videos will be the result of our “Call for Success Stories” and securing contacts and providers willing to be video interviewed.

3.6 Duration of services

For the purposes of developing a schedule for the project, the Respondent should use a start date of **December 2, 2013**, with a completion date of January 31, 2014.

4 Submission of Responses

4.1 Schedule

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

November 4, 2013	RFP Issued.
November 7, 2013	Deadline for all questions and clarification inquiries, preferably submitted via e-mail to fell-remmers@masstech.org
November 12, 2013	12:00 Bidders' Conference: https://www2.gotomeeting.com/register/808669874
November 14, 2013	Deadline for all answers to questions to be posted to website
November 25 2013	Response Date

Responses will be due no later than 3:00 p.m. EST, on November 25, 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 Bidders' Teleconference

A bidders' teleconference will be held from 12:00-1:00 on November 12, 2013. All potential respondents interested in participating in the bidders' teleconference must register with MeHI by 5:00 p.m. on November 11, 2013 in order to obtain the conference call information. To register, please go to <https://www2.gotomeeting.com/register/808669874>. MeHI will post summary responses to questions and issues addressed at the bidders' teleconference on the MeHI and the Comm-PASS websites.

4.3 Questions

Questions regarding this RFP may be submitted to the address set forth in Section 4.5(b) or by electronic mail to fell-remmers@masstech.org. All questions must be received by 5:00 PM EST on November 7, 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 November 14, 2013 to the Mass Tech Collaborative's and the Comm-PASS website(s).

4.4 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 Video Production for Health Information Technology
RFP No. 2014-MEHI-03
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.

4.5 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) **Proposal Requirements:** Respondents should provide a description of the approach they will use to complete this project and provide the required deliverables. For more information, see Section 3.
- (c) **High-level Project Plan:** Respondents must provide a description of the approach they will use to complete the project and provide the required deliverables, including a high-level project plan. You must be able to meet the required completion date of January 31, 2014. Provide a clear and concise task-oriented work plan and schedule for the project. You may use the following schedule template or your own template. Add any key sub tasks associated with the project and complete the related fields.

Task	Start Date	End Date	Status	Responsible Party
Planning and Kick Off Meeting				
1. enter subtask				
2. enter subtask, etc.				
Task/Milestone				
1. enter subtask				
2. enter subtask, etc.				
Task/Milestone				
1. enter subtask				
2. enter subtask				

- (d) **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 video production services identified in this RFP.
- (e) **Staff Qualifications:** All responses must include resumes of each individual who will be providing the video production 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.
- (f) **References:** All responses must include references from at least three (3) clients of the firm, and preferably clients who have used the firm on matters related to the video production 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.
- (g) **Billing Rates and Structure:** The Respondent selected hereunder will also be added to the Mass Tech Collaborative's list of service providers/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 December 31, 2014. In anticipation of this process, Respondents are required to include the following information in their response.

- A detailed cost proposal for the video production services, which includes a breakdown of costs per number and duration of videos produced as follows, including any tiered pricing options you may offer.

Number of Videos (of varying lengths)	Cost per Video:			
	1 Minute	2 Minutes	3 Minutes	4 Minutes
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
Additional cost/video	\$	\$	\$	\$

- The pricing proposed above should be the fixed cost for number and duration of the final cut videos. A brief narrative listing the costs assumptions should be provided to support the costs proposal above. The narrative also should clearly list any potential or ancillary costs for the services that are not included in the pricing proposed along with rates or estimated additional costs for the completing the services. As a general policy, the Mass Tech Collaborative does not pay mark-ups on reimbursable 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.
- (h) 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.
- (i) Additional Documentation: All responses must include the following additional documentation.
- Authorized Respondent's Signature and Acceptance Form (Attachment B)
 - Response Coversheet (see Attachment B)

5 Evaluation Process, Criteria and Selection

5.1 Process

The Mass Tech Collaborative's evaluation committee shall evaluate each Response that is properly submitted. 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.

5.2 Criteria

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

1. Clarity and quality of proposed approach that demonstrates understanding of requirements
2. Quality of the high-level project plan.
3. Experience producing videos that influence the healthcare industry - doctors and administrators - to make changes in their organization. This is not a consumer focused video (B2B).
4. Experience of project team and sufficient bandwidth to deliver on the project on budget and on schedule
5. Possession of proper equipment and software
6. Examples that demonstrate experience in video production, preferably in the healthcare industry. However, healthcare industry specific requirements are not mandatory.
7. Overall pricing and rates proposed

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."

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://masstech.org/procurements>. 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://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 inspection and access to such documents. Any statements reserving any confidentiality or privacy rights in submitted responses or otherwise inconsistent with these statutes will be void and disregarded. The foregoing notwithstanding, 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 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.
- (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 Mass Tech Collaborative, application of the procedures set forth in Attachment A or any other questions related to these matters, may contact Elizabeth Copeland, 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 Mass Tech Collaborative 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 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.
- (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 Mass Tech Collaborative 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 Service Agreement are permitted to be submitted with a Response.
- (l) 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.
- (m) Submitted Responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.
- (n) 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.

- (o) 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 Changes/Amendments to RFP

This RFP has been distributed electronically using 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. 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 or addenda will be posted to the Mass Tech Collaborative and 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 Innovation Institute at the MassTech Collaborative (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, 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**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 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

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.	

ATTACHMENT C**FEDERAL FLOW-DOWN PROVISIONS****Contractor Flowdown Requirements**

1. Federal Funding / Flowdown Provisions: Because the Services and Deliverables set forth herein fall within the purview of the ARRA Award, Contractor is subject to certain provisions that are required to flow down from Mass Tech Collaborative's grant agreement with the DHHS. Therefore, for purposes of this Work Order only, Contractor is 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:
 1. Statutory Provisions.
 - 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 E 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.
 - g) 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.

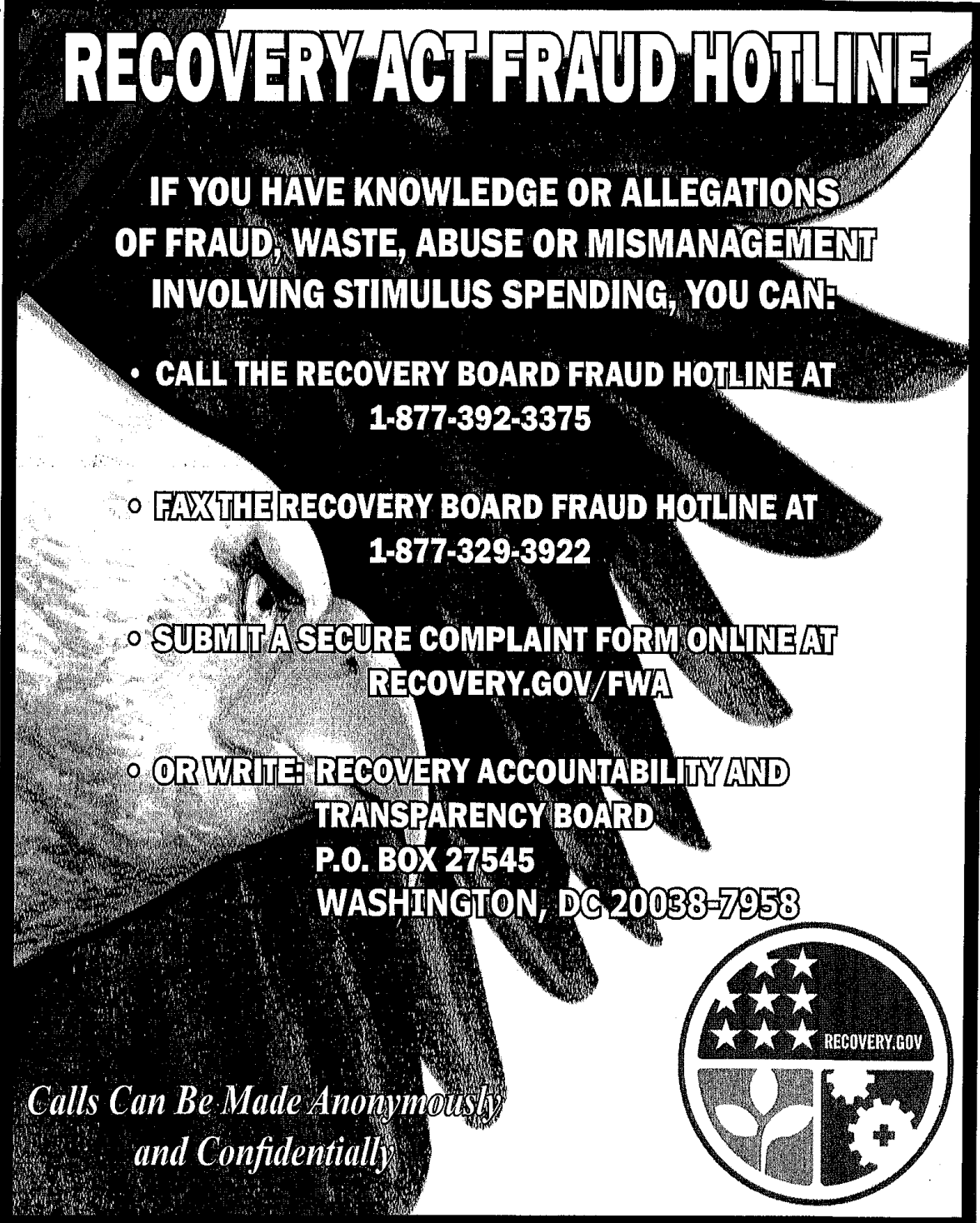
- i) Health Insurance Portability and Accountability Act ("HIPAA"). Contractor will comply with the provisions of HIPAA codified at 42 U.S.C. 201, *et seq.*

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.

ATTACHMENT E

WHISTLE BLOWER POSTER


The poster features a background image of several hands reaching out from the left side. The text is centered and reads:

RECOVERY ACT FRAUD HOTLINE

**IF YOU HAVE KNOWLEDGE OR ALLEGATIONS
OF FRAUD, WASTE, ABUSE OR MISMANAGEMENT
INVOLVING STIMULUS SPENDING, YOU CAN:**

- **CALL THE RECOVERY BOARD FRAUD HOTLINE AT
1-877-392-3375**
- **FAX THE RECOVERY BOARD FRAUD HOTLINE AT
1-877-329-3922**
- **SUBMIT A SECURE COMPLAINT FORM ONLINE AT
RECOVERY.GOV/FWA**
- **OR WRITE: RECOVERY ACCOUNTABILITY AND
TRANSPARENCY BOARD
P.O. BOX 27545
WASHINGTON, DC 20038-7958**

*Calls Can Be Made Anonymously
and Confidentially*

The logo is circular and divided into four quadrants. The top-left quadrant contains seven stars. The top-right quadrant contains the text 'RECOVERY.GOV'. The bottom-left quadrant contains a stylized plant with three leaves. The bottom-right quadrant contains a gear with a plus sign inside it.