



**REQUEST FOR INFORMATION FOR LEGAL AND RELATED
CONSULTING SERVICES**

RFI No. (2019 - GA - 01)

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

**Procurement Team Leader:
Michael Baldino**

This is an open RFI.

1. Introduction

The Massachusetts Technology Collaborative (the “Mass Tech Collaborative”) is issuing this Request for Information for Legal and Related Consulting Services, RFI No. 2019- GA-01 (“RFI”), seeking expressions of interest and qualification (“Responses”) from law firms and other consultants (“Respondents”) available and willing to provide legal services and/or related consulting services in the areas set forth in Section 2 of this RFI, or as otherwise specified from time to time by the Mass Tech Collaborative (“Services”). Through this RFI we seek to provide interested parties with a high-level description of our institution and the types of Services we typically procure. This RFI is one means by which the Mass Tech Collaborative can identify qualified and interested providers of Services that may lead to the negotiation and execution of a Services Agreement and Statement of Work (“Agreement”), which is available on the Mass Tech Collaborative [website](#). The Mass Tech Collaborative may also utilize other methods to procure Services when it is deemed to be in the best interests of the institution. Interested parties are invited to submit their qualifications, proposed hourly rates, references and other relevant information as set forth in greater detail in Section 3 of this RFI.

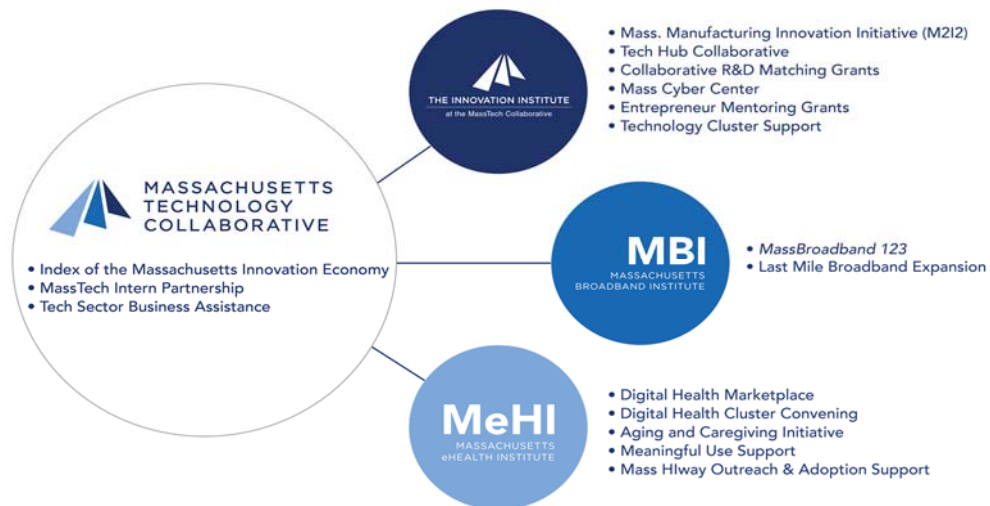
This RFI will remain open for receipt of Responses until such time as it is withdrawn by the Mass Tech Collaborative or is modified to the contrary pursuant to Section 5.1(f) of this RFI. In the ordinary course, when we determine to procure Services of a particular type, we will identify a number of qualified and interested parties from among Respondents to this RFI, if any, and as otherwise known to us by reputation or previous relationship with our institution, for the purpose of discussing a possible procurement. Discussions with Respondents and potential Respondents will be on an informal basis. Our decision to proceed to negotiate and execute an Agreement with a particular Respondent, and the terms thereof, will be based on a consideration of all relevant facts and circumstances as outlined in Section 4 of this RFI, and is intended to result in the best value to the Mass Tech Collaborative as determined in our sole discretion. In addition, on occasion, we may employ this RFI in an expedited manner in whole or in part to solicit Responses from a select group of individuals or organizations deemed to have a particular expertise in areas of immediate consequence to our institution. Such a solicitation will be limited to those potential Respondents deemed most appropriate by the Mass Tech Collaborative and this expedited process will employ the same best value analysis outlined in Section 4.

RESPONDENTS PLEASE NOTE

- (a) This RFI does not commit the Mass Tech Collaborative to select any firm(s), award any work order, or procure or contract for any Services. The Mass Tech Collaborative reserves the right, in its sole discretion and in accordance with generally accepted good business practices, to accept or reject any or all submittals received, to negotiate with any or all qualified Respondents, to request modifications to proposals in accordance with such negotiations, to request supplemental or clarifying information from Respondents, or to cancel, amend or modify the RFI in any manner, in part or in its entirety, at any time.
- (b) Individuals providing Services to the Mass Tech Collaborative may be considered “special state employees” subject to the provisions of the Massachusetts Conflict of Interest Law (M.G.L. c.268A). The Mass Tech Collaborative’s Agreement requires contractors to certify, among other things, compliance with the Massachusetts Conflict of Interest law.

1.1 Background on the Mass Tech 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 support business formation and growth in the state’s technology sector, helping the Commonwealth lead in the global digital economy. To achieve that goal, we build strategies, strengthen connections, assist companies, make investments, and lead programs. The Mass Tech Collaborative has three principal divisions: The Innovation Institute at the Mass Tech Collaborative, the Massachusetts Broadband Institute, and the Massachusetts e-Health Institute. For additional information about Mass Tech Collaborative and its programs and initiatives, please visit our website at www.masstech.org.



2. Description of Services

2.1 General

Respondents may express interest in providing Services to the Mass Tech Collaborative in one or more of the categories described below. This is not intended to be an exhaustive list as the Mass Tech Collaborative's needs may change from time to time. Responding firms should clearly indicate the category or categories for which they wish to be considered for selection.

2.2 General Business Transactions

The Mass Tech Collaborative may require legal advice and assistance in the negotiation, documentation and settlement of business transactions, as well as compliance with any and all state or federal regulations, laws and/or procedures that may apply to such transactions. The Mass Tech Collaborative enters into a broad array of contracts involving the awarding of financial assistance to third parties and the procurement of Services to support the needs of the institution. The negotiation and development of these contractual relationships often involve complex and novel elements and considerations.

2.3 Human Resources and Employment Law

The Mass Tech Collaborative may require legal advice and assistance on various human resources and employment matters affecting the Mass Tech Collaborative and its divisions, including but not limited to employment commencement and termination decisions, design, implementation and administration of benefits programs, compliance with applicable state and federal laws and other general human resources and employment related matters.

2.4 Real Estate

The Mass Tech Collaborative owns and operates a 36-acre campus, and as a result, the Mass Tech Collaborative has a need from time to time for real estate-related legal Services. The Mass Tech Collaborative also operates a small satellite office in Boston. The Mass Tech Collaborative may require legal advice and assistance on matters relating to landlord-tenant relationships, the management and further development of its real estate assets, and the design and construction of buildings and infrastructure in a manner that complies with public design and construction laws.

2.5 Intellectual Property

The Mass Tech Collaborative's mission requires substantial interaction with private business entities and universities, within which intellectual property issues may arise. The Mass Tech Collaborative may require legal Services to review or draft intellectual property contract provisions and to develop a policy or policies for pursuing the Mass Tech Collaborative's ownership interests in intellectual property on a going forward basis.

2.6 General Litigation, Risk Management and Insurance

The nature and complexity of the Mass Tech Collaborative's initiatives and programs, many of which involve the development and implementation of unique policy solutions, may result in the need to have expeditious access to providers of general litigation, risk management or insurance Services. The Mass Tech Collaborative also periodically reviews the standard insurance provisions contained in all grant and service contracts to ensure that the Mass Tech Collaborative is adequately protected from a risk management perspective, and may require general legal advice concerning a proposed relaxation of certain insurance requirements for grantees and/or contractors in appropriate circumstances. Firms that have experience in insurance matters generally (such as risk analysis and assessment, interpreting and applying provisions of insurance policies for non-profit entities and/or public entities) are also encouraged to respond to this RFI.

2.7 Public Law, including Conflict of Interest, Public Meetings, Public Records, Public Procurements

As a public instrumentality of the Commonwealth, the Mass Tech Collaborative and its employees are required to abide by numerous public law requirements. The Mass Tech Collaborative and its employees take such public law requirements seriously and often seek clarification of certain obligations, required actions and prohibited actions thereunder. One example of Services that are likely to be required include providing interpretations of the Commonwealth's Conflict of Interest statute (M.G.L. 268A), as well as providing advice on compliance with public laws applicable to the Mass Tech Collaborative operations and procurements and the conduct of its employees.

2.8 Healthcare

The Mass Tech Collaborative may require Services from firms familiar with HIPAA, the adoption of digital health technologies and other related healthcare legal issues with expertise in health care law, policy, privacy and security.

2.9 Broadband/Telecommunications

The Mass Tech Collaborative may require Services to address issues that arise through the administration of the MBI, including the ongoing operation of the MassBroadband 123 middle-mile fiber optic network in central and western Massachusetts and the Last Mile Program, which awards grants to private providers and towns to support the build-out of broadband infrastructure in unserved towns in the Commonwealth.

2.10 Other Legal or Specialized Consulting Services

The Mass Tech Collaborative's portfolio of programs, initiatives and projects will continue to evolve over time as innovation and technology-driven opportunities and challenges confronting the Commonwealth evolve. The Mass Tech Collaborative may require legal Services to support emerging activities involving cybersecurity, the Internet of Things, and other high-growth potential industry sectors. Some projects may involve joint ventures, strategic alliances and/or public private partnerships that could require legal Services based on the formation of special purpose vehicles, and joint ownership of assets/interests.

2.11 Related Services

Firms that have unique expertise in areas related in some relevant capacity to any of the categories set forth above are encouraged to submit responses. Additionally, firms are encouraged to propose such other legal Services that they believe, based on the description of the Mass Tech Collaborative in Section 1.1, could be of interest to our institution. Such responses should include an explanation of how and why such Services would be useful to the Mass Tech Collaborative.

3. Submission of Responses and Questions

Questions regarding this RFI may be submitted by electronic mail to proposals@masstech.org. Please include the RFI number in the subject heading of the email. Mass Tech Collaborative intends to respond to questions on a

timely basis and when appropriate will post such responses to the Mass Tech Collaborative's and the Combuys' websites.

3.1 Instructions for Submission of Responses:

All Responses must be submitted electronically (.pdf or .doc) to proposals@masstech.org. Please state the following in the subject line: Proposal for Legal and Related Consulting Services, RFI No. 2019-GA-01.

3.2 Information Required in Submission:

- (a) Response Cover Sheet (Attachment A)
- (b) Executive Summary: Respondents should provide a summary of their organization and any proposed subconsultants, their proposed approach for working with the Mass Tech Collaborative and the category(s) of Services for which they seek prequalification. This summary should be a maximum of 2 pages in length.
- (c) Statement of Firm Qualifications: All responses must include a statement of qualifications, experience and description of the Respondent firm, its history and its diversity and inclusion practices. The response should specifically indicate the firm's current and historical expertise in the categories of Services identified in the RFI for which it seeks to be selected.
- (d) Staff Qualifications: All responses must include resumes of each individual who will be providing Services under any Statement of Work, as well written descriptions of the individual(s)' experience in the categories of Services identified in this RFI. All Respondents must identify the individual(s) who will have primary responsibility for contact and communications with the Mass Tech Collaborative under each such category of Services. The Mass Tech Collaborative reserves the right to investigate and review the background of any or all personnel assigned to work under a work order and, based on such investigations, to reject the use of any persons within the Mass Tech Collaborative's discretion.
- (e) References: All responses must include references from at least 3 clients of Respondent who have utilized the firm on matters related to the respective categories of Services for which Respondent desires to be selected. The references must include a contact person, a full address, and a phone number. If individuals identified as participants in Services to be performed under this RFI previously participated in any of the projects performed for other clients on the foregoing list, please identify those projects and the individual.
- (f) Billing Rates and Structure: Respondents are required to include the following information in their response. Respondents may, but are not required to, use Attachment B (Optional Budget Template) to provide this information.
 1. 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. Please indicate discounts, if any, which are being offered from standard hourly rates and the timeframe for which the quoted rates will be valid. Respondents may also offer blended hourly rates. Respondents please note that work performed under an Agreement will generally be billed in accordance with the hourly rates provided by the Respondent (the "the Offered Rate").
 2. 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, overtime or meals. For travel costs, the Mass Tech Collaborative pays the IRS rate per mile.
- (g) Conflict of Interest: Respondents to this RFI who are currently (or who anticipate that they prospectively may be) providing Services to Mass Tech Collaborative grantees are advised to review the Procurement Conflicts Policy (<http://www.masstech.org/procurements/procurement-conflicts-policy>). As part of its response, Respondent must affirmatively indicate whether it has contracts for Services funded in whole or in part by Mass Tech Collaborative grants.

4. Evaluation Process and Criteria

When the Mass Tech Collaborative requires Services, we will generally employ the following criteria in determining the best value for our institution and with whom to negotiate and execute an Agreement. The

criteria assessed may include, but not be limited to:

- (i) Demonstrated experience or capacity to perform the same or similar Services sought in this RFI or as otherwise communicated to Respondent;
- (ii) A record of satisfactory performance with other clients, including other public instrumentalities, for whom Respondent has performed the same or similar Services;
- (iii) Industry reputation of the Respondent;
- (iv) Prior experience with the Mass Tech Collaborative, which may include knowledge of or prior involvement with Mass Tech Collaborative's organizational structure, programs, policies, procedures or other matters that are relevant to the Services being procured;
- (v) The importance given a particular issue of maintaining continuity with a Respondent who has been providing Services related to such an issue;
- (vi) The ability of a Respondent to anticipate and provide guidance across a range of issues reasonably related to the particular issue which is the subject of the procurement for Services;
- (vii) Familiarity and existing relationships with stakeholders in government, industry and academia that are relevant to the Services being procured;
- (viii) Commitment by Respondent to diversity and inclusion practices and the diversity of staff who will be providing Services; and
- (ix) Reasonableness and duration 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. Please note that references to "Respondent" in this paragraph include the Respondent firm as well as the personnel identified by the Respondent to provide the Services being procured.

The order of these factors does not generally denote relative importance, and 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 the desired Services as determined by Mass Tech Collaborative in its sole discretion.

If the Mass Tech Collaborative is interested in engaging the Services of a Respondent or potential Respondent, it will contact the party or parties and attempt to negotiate a mutually agreeable contract, including scope, schedule and pricing.

5. Other Provisions

5.1 General Information

- (a) All responses, proposals, related documentation and information submitted in response to this RFI 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 such documents. Any statements reserving any confidentiality or privacy rights in submitted responses or statements otherwise inconsistent with these statutes will be void and disregarded. All materials and documentation submitted to the Mass Tech Collaborative in response to this RFI shall become the Mass Tech Collaborative's property and may be subject to public disclosure under the Massachusetts Public Records Law.
- (b) Further, any selected Respondent must recognize that in the performance of the Agreement 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, or any other questions related to these matters, please contact Philip Holahan, Esq., (holahan@masstech.org) at the Mass Tech Collaborative.
- (c) It is the policy of the Mass Tech Collaborative that contracts are awarded only to Respondents who fully conform to RFI requirements. In order to qualify as responsive, the Respondent must respond to all requirements of the RFI in a complete and thorough manner. **ANY RESPONSE DETERMINED TO BE NON-**

RESPONSIVE TO THIS RFI, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF RESPONSES, WILL BE DISQUALIFIED WITHOUT EVALUATION SUBJECT TO THE RIGHT OF THE MASS TECH COLLABORATIVE TO WAIVE MINOR IRREGULARITIES IN RESPONSES SUBMITTED UNDER THIS RFI AND/OR PROVIDE RESPONDENTS WITH AN OPPORTUNITY TO CURE SUCH MINOR IRREGULARITIES.

- (d) 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.
- (e) The Mass Tech Collaborative will not be responsible for any costs or expenses incurred by Respondents in responding to this RFP.
- (f) This RFI has been posted to the Mass Tech Collaborative's and will be posted to the Commbuys' website. If the Mass Tech Collaborative determines that it is necessary to modify any part of this RFI, an addendum will be posted to the Mass Tech Collaborative's and Commbuys' websites. It is the responsibility of Respondents to check the Mass Tech Collaborative's and Commbuys' websites for any addenda or modifications to a RFI to which they intend to respond. The Mass Tech Collaborative, the Commonwealth of Massachusetts, and its divisions accept no liability and will provide no accommodation to Respondents who submit a Response based on an out-of-date RFI.

**ATTACHMENT A
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.	
List category(s) of Services for which you wish to be considered.			

The undersigned is a duly authorized representative of the Respondent listed below. The Respondent has read and understands the RFI requirements.

I hereby certify that:

Respondent is in compliance with all corporate filing requirements and State tax laws.

The statements made in this Response to the RFI, 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: _____

