Request for Proposals for Massachusetts Health Information Exchange Program Evaluation Services
RFP No. 2014-MeHI-02

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

Procurement Team Leader: Sean Kennedy
RFP Issued: August 2, 2013
Bidder’s Conference: August 9, 2013
Questions Due: August 14, 2013
Answers to Questions Posted: August 16, 2013
Responses Due: August 23, 2013
1 Introduction

The Massachusetts Technology Collaborative (the “Mass Tech Collaborative”) on behalf of its Massachusetts e-Health Institute (“MeHI”) division, is issuing this Request for Proposals for Massachusetts Health Information Exchange (“MA HIE”) Program Evaluation Services (“RFP”) (RFP No. 2014-MeHI-02) to solicit responses from firms to assist MeHI with developing and conducting a program evaluation of (1) the statewide health information exchange (HIE) and (2) the Office of the National Coordinator (ONC) Challenge Grants: IMPACT and MDPHnet.

Respondents will be competing against each other for selection to provide the consulting services set forth herein (the “Services”). The submissions of all Respondent firms shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP, and a single Respondent shall be selected.

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

RESPONDENTS PLEASE NOTE:

(i) This RFP does not commit the Mass Tech Collaborative to select any firm(s), 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 respondents, and request modifications to proposals in accordance with such negotiations; request supplemental or clarifying information from Respondents; or cancel, amend or modify the RFP in part or in its entirety.

(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 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 D for the flow down provisions.

(v) If the contract awarded pursuant to this RFP exceeds $100,000, it will be subject to 31 U.S.C. § 1352, as implemented at 15 CFR Part 28, “New Restrictions on Lobbying.” The Contractor shall, and shall require all subcontractors whose subcontract exceeds $100,000 to, submit a completed “Disclosure of Lobbying Activities” (Form SF-LLL) regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL shall be submitted from tier to tier until received by the Mass Tech Collaborative.

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
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 e-Health Institute. For additional information about the Mass Tech Collaborative and its programs and initiatives, please visit our website at www.masstech.org.

2.2 The Massachusetts eHealth Institute

MeHI was created as a non-divisible component of the Mass Tech Collaborative by the enactment of Chapter 305 of the Acts of 2008. MeHI, acting through Mass Tech Collaborative, works collaboratively with the Massachusetts Executive Office of Health and Human Services (“EOHHS”) to coordinate and facilitate the dissemination of electronic health records systems in all provider settings throughout the Commonwealth and connect these systems through an interoperable statewide Health Information Exchange (HIE) known as the Mass HIway.

The Health Information Exchange

Mass Tech, on behalf of MeHI, applied to and received from the United States Department of Health and Human Services’ (“HHS”) Office of the National Coordinator for Health Information Technology (“ONC”), an award of funding under ARRA (Award No. 90HT0038/01; CDFA No. 93.719), to support facilitating and expanding the secure electronic movement and use of health information among organizations according to nationally-recognized standards through the development and implementation of a statewide Health Information Exchange (“HIE”) in conjunction with EOHHS. In January 2011, MTC responded to and was awarded funding under ONC’s Funding Opportunity Announcement for the Health Information Exchange Challenge Program in under Theme 2: Improving Long-Term and Post-Acute Care Transitions (“IMPACT”) and Theme 5: Massachusetts Department of Public Health Network (“MDPHnet”).

MeHI’s HIE Division is responsible for providing education on connecting to and optimizing the use of the Mass HIway by the Commonwealth’s providers, patients, public health professionals, payers and researchers. This newly-launched platform supports the move of the Commonwealth towards a totally connected physician and patient community. MeHI’s role in this effort is to grow adoption through a wide array of outreach activities, including in-person visits, webinars, social media campaigns, etc. The goal of the Mass HIway is to allow all health care participants to access any necessary health data in a secure environment and ultimately use this data to demonstrate measurable improvements in health care quality, safety, efficiency, and population health.

3 Services Required

3.1 Context

The Mass Tech Collaborative is seeking professional services from a consultant (“Contractor”) to assist MeHI with developing and conducting a program evaluation of the Statewide HIE (specifically, the Last Mile Program, and more generally, the HIE as a whole) and the two ONC Challenge Grants – IMPACT and MDPHnet. This evaluation is required by the ONC as part of the State Health Information Exchange (HIE) Cooperative Agreement Program Funding Opportunity Announcement (FOA). The full requirement is described in Program Information Notice (PIN) 002 (http://www.healthit.gov/sites/default/files/hie-interoperability/onc-hie-pin-002.pdf).

Statewide HIE Overview

The Statewide HIE, i.e. the Mass HIway, is a result of collaboration between the Massachusetts Executive Office for Health and Human Services (EOHHS) and MeHI. EOHHS developed the technical infrastructure and operates the Mass HIway and MeHI catalyzes connections and grows adoption through the Last Mile Program. While the EOHHS elements are open for evaluation, we only anticipate evaluation
of the governance and sustainability policies, and to the degree necessary to establish proper context, the underlying technical infrastructure.

The mission of the Last Mile Program is to rapidly **grow adoption** of the Mass HIway by all eligible participants, while **catalyzing innovation** and ultimately **demonstrating measurable improvements** in care quality, population health and health care costs.

**Objectives**

MeHI will achieve this mission through the application of thoughtful strategic planning, detailed program management, and diligent execution. Central to our approach is the strict alignment of all activity to our strategic objectives:

**Objective 1:** Connection - Connect organizations to and enable integration with the Mass HIway by all eligible participants; e.g., care delivery organizations, EHR companies.

**Objective 2:** Adoption - Optimize Mass HIway services and grow utilization among participants.

**Objective 3:** Impact Healthcare - Demonstrate measurable improvements in care quality (better care), population health (healthy people and communities) and health care costs (affordable care).

**Key Activities**

The following are the strategic initiatives that will advance the adoption of the Mass HIway:

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<thead>
<tr>
<th>Strategic Initiatives</th>
<th>Description</th>
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<tbody>
<tr>
<td>Mass HIway Implementation Grants</td>
<td>Fund projects that 'catalyze connections' to the Mass HIway by migrating existing processes away from paper-based exchanges and exchanges using proprietary interfaces to the Mass HIway. Launched in June 2013. There are 32 grantees representing 80 trading partners.</td>
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<tr>
<td>Mass HIway Interface Grants</td>
<td>Fund efforts to develop and implement a Direct messaging solution in the workflow of EHR systems. Launched in July 2013 the (14) grantees will develop their interfaces by January 2014.</td>
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<tr>
<td>Lab &amp; Pharmacy Engagement Program</td>
<td>Engage pharmacies to motivate them to eRx Engage labs (hospitals and industry) to motivate them to send lab results in a structured format, and to connect to the Mass HIway. While this program has been in operation for six months, it has not had much attention due to loss of the project officer leading this effort. A recent new hire is reinigorating this effort,</td>
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<tr>
<td>Community Engagement Program</td>
<td>Effort to engage consumers and providers. Starts as a planning effort, then to operationalize the plan. To be launched in August, this Program will establish the foundation for engagement.</td>
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<tr>
<td>Community of Practice</td>
<td>Series of groups involving community members on varying topics (engagement, consent) designed to ease the exchange of best practices around policies, procedures, and technology. This is a new effort that is taking shape.</td>
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<tr>
<td>Mass HIway Feedback Program</td>
<td>Efforts designed to formalize feedback to EOHHS on how to improve the Mass HIway product and related policies and procedures. This effort has been informally in operation since October, but is now being more formalized.</td>
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**MDPHnet Project Overview**

The MDPHnet Project is the marriage of two software systems created by Harvard Medical School's Department of Population Medicine (DPM). The first system, Electronic Support for Public Health System (ESP), is a disease surveillance software application that can extract and analyze data from electronic health record systems for events of public health importance. The second, PopMedNet, is a software application than enables controlled, secure, distributed analyses of health data owned by different organizations and stored in different locations. Combining these two technologies made it possible for
hospitals and clinics to give the health department controlled access to their electronic health record data to study specific health indicators in their patient population. It also made it possible for the health department to easily query the electronic health record systems of multiple providers at once to get a population level view of health indicators.

A key common feature of ESP, PopMedNet, and hence MDPHnet, is that hospitals and clinics retain full control over their data at all times. ESP runs behind the host practice’s firewall and PopMedNet only permits external users to run analyses and/or retrieve data that have been pre-approved by the clinic.

Objectives

**Aim 1.** Create technical infrastructure to perform distributed public health analysis of EHR data.

**Aim 2.** Create EHR based data repositories.

**Aim 3.** Develop governance mechanisms.

**Aim 4.** Use distributed analysis to address major public health topics.

Key Activities

2. Training and Outreach to potential users of MDPHnet at the Massachusetts Department of Public Health.
3. Developing a Governance Structure for organizations contributing clinical data to the MDPHnet network and public health users who perform queries.
4. Developing a sustainability plan to ensure continuity of the network beyond the ONC grant period.

**IMPACT Project Overview**

Improving Massachusetts Post-Acute Care Transfers (IMPACT) is an innovative project that will improve care transitions to and from post-acute care through the automation of the Universal Transfer Form. As part of the project, a unique architecture called Local Application for Network Distribution (LAND) and Surrogate EHR Environment (SEE) is being developed, which is designed for electronic information exchange about patients between provider groups with and without electronic health records.

Objectives

- Enable nursing homes, home health agencies, and other long-term care facilities to participate in regional and statewide Health Information Exchange.
- Improve the speed, efficiency, and satisfaction of processes to provide essential clinical data during transitions of care.
- Decrease avoidable emergency room visits, hospital admissions, and hospital readmissions.
- Reduce unnecessary tests and treatments.
- Reduce the total cost of care.
- Replicate this model in other communities.

Key Activities

- Develop software for Local Application for Network Distribution (LAND) and Surrogate EHR Environment (SEE) applications. Software and systems integration (S&I) services have been procured from Orion Health (through EOHHS) for the LAND architecture. The SEE application is being developed by the Lantana Consulting Group. LAND and SEE will be integrated with the Mass HIway, enabling long-term care providers to exchange patient information electronically through the Mass HIway.
- Test the LAND & SEE software applications and services among the 15 IMPACT pilot sites. The pilot sites are expected to go live on LAND and SEE by the end of September 2013. MeHI is assisting the pilot sites with the on-boarding process to connect to the Mass HIway.
• IMPACT Project Leaders will continue to participate in the ONC S&I Framework Workgroups to develop national standards for data exchange in Transitions of Care. The IMPACT data set of approximately 480 data elements is being proposed as a standard for Stage 3 Meaningful Use. Lantana Consulting Group is working with ONC on an Implementation Guide that will be balloted with HL7 as a standard for long-term care providers.

• Transition of Care data will be exchanged electronically among the IMPACT Pilot Sites through the LAND & SEE applications.

• Begin evaluation of the project based on the data received from the IMPACT Pilot Sites. A goal for the IMPACT project is to have six months of data to evaluate by January 31, 2014. One of the key evaluation criteria is to reduce hospital readmission rates.

3.2 Scope of Services

As stated above, the Commonwealth’s HIE effort is the result of collaboration between EOHHS and MeHI. ONC funds the Last Mile Program (aimed at growing adoption of the Mass HIway) and funded some of the activity that is now supported by the EOHHS operational efforts (e.g., establish governance model, establish advisory groups). EOHHS developed the technical infrastructure and operates the Mass HIway and MeHI catalyzes connections and grows adoption. Under this solicitation, we require an evaluation of the HIE Last Mile Program, the Challenge Grants (IMPACT and MDPHnet) and the following EOHHS elements: governance and sustainability policies and, to the degree necessary to establish proper context, the underlying technical infrastructure of the Mass HIway.

The selected Contractor shall develop a program evaluation that will include, at a minimum, the following components:

1. Describe the approaches and strategies used to facilitate and expand health information exchange. While MeHI is interested in a broad evaluation (e.g., outreach, client qualification, implementation, adoption, governance), ONC requires us to evaluate the following areas, at a minimum, as defined in their Program Information Notices:
   a. Laboratories participating in delivering electronic structured lab results;
   b. Pharmacies participating in e-prescribing; and
   c. Providers exchanging patient summary of care records.

2. Identify and understand conditions that support and hinder implementation of those strategies; e.g., how did our governance model or engagement with stakeholders support our strategy to increase health information exchange activity in our state?

3. Analyze HIE performance in each of the key program priority areas, per PIN 002. The evaluation shall include an assessment of participant adoption and use; e.g., measure provider adoption and analyze its impact; e.g., assess impact on care transitions, patient safety, duplicate lab test ordering, etc.

4. Understand, analyze and report back any differences from what we proposed to do (per our proposal - adjusted for any amendments or adjusted approaches as indicated in any reports submitted to ONC), what we are currently doing [or working to do], and what we have accomplished.

5. Assess how the key approaches and strategies contributed to progress in these areas, including lessons learned.

Elements required for the evaluation plan

• Requirements of the evaluation (as noted above), including key evaluation questions and metrics we will co-develop at our kick-off and early planning meetings.

• Evaluation framework to assess the aims; e.g., context, process, outcomes.

• Evaluation methods including:
   - **Study Design**: describe the study design, which should include both qualitative and quantitative components. For quantitative analysis, the use of comparison or control groups or designs that assess change over time (pre/post) is suggested to enhance the validity of the findings.
- **Study population**: describe the population to be included in the evaluation (e.g. providers, pharmacies, laboratories, etc.) Specify inclusion and exclusion criteria as appropriate, and the recruitment strategy.
- **Data sources and data collection methods**: describe the data collection approach to answer key evaluation questions, which may include implementing surveys, analysis of existing survey data, focus groups, interviews and audit log data from HIE vendors.
- **Data analysis**: describe the analytic methods that will be used including sample size.

**Deliverables**

1. Program Evaluation Plans - consistent with the guidelines detailed above and not to exceed 3,000 words – one for the HIE Last Mile Program and for each Challenge Grant (IMPACT and MDPHnet).
2. 2012 Annual Evaluation Results Report, from program inception through 12/31/2012 (elements described below).
3. 2013 Annual Evaluation Results Report, from 1/1/2013 through 12/31/2013. This second report shall be delivered to MeHI no later than 1/24/2014 (elements described below).
4. Analysis and recommendations for improvement of the MA HIE Dashboard and Scorecard.
6. Executive summary synthesizing findings, recommendations and next steps.
7. Publication quality report detailing an ‘interesting’ aspect of the Mass HIway. Topic to be determined based on evaluation.

**Elements for Annual Evaluation Results Reports**

1. Progress on the evaluation; e.g., describe data collection efforts underway; and any issues encountered while conducting the evaluation.
2. Results and interpretation of those results. Findings can be summarized as briefs (3-5 pages) or peer-reviewed publications on key topics.
3. Implications of the evaluation findings for program implementation and strategy.

**3.3 Duration of Services**

For the purposes of developing a schedule for the project, the Respondent should use a start date of September 9, 2013. MeHI requires the work on this project to be completed by February 7, 2014.

**4 Submission of Responses**

**4.1 Schedule**

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>August 2, 2013</td>
<td>RFP Issued.</td>
</tr>
<tr>
<td>August 9, 2013</td>
<td>Bidders webinar, 12 p.m., details to be posted on the MeHI website and sent to all question submitters</td>
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<tr>
<td>August 14, 2013</td>
<td>Deadline for all questions and clarification inquiries, preferably submitted by e-mail to <a href="mailto:maehi@masstech.org">maehi@masstech.org</a></td>
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<tr>
<td>August 16, 2013</td>
<td>Deadline to post answers to Respondents questions.</td>
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<tr>
<td>August 23, 2013</td>
<td>Responses due by 3:00 p.m.</td>
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**Responses will be due no later than 3:00 p.m. EDT, on August 23, 2013.** Responses received later than the date and time specified will be rejected or deemed non-conforming and returned to the Respondent unopened. MeHI assumes no responsibility or liability for late delivery or receipt of responses.

**4.2 Bidders’ Conference**

A bidders’ teleconference will be held from on August 9th from 12p – 1p. All potential respondents interested in participating in the bidders’ teleconference must register with the MeHI by 5:00 p.m. EDT on
August 8th in order to obtain the conference call information. To register, please select this link (https://www2.gotomeeting.com/register/196581890). MeHI will post summary responses to procedural questions and issues addressed at the bidders’ teleconference on its and the Comm-PASS websites.

4.3 Questions

Questions regarding this RFP may be submitted to the address set forth in Section 4.4(b) or by electronic mail to maehi@masotech.org. All questions must be received by 5:00 PM EDT on August 14, 2013. Submission of questions by electronic mail is strongly encouraged. Please include the RFP number on the envelope or in the subject heading of the email. Responses to all questions received will be posted on or before 5:00 pm EDT on August 16 2013 to MeHI’s and the Comm-PASS websites.

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; five (5) bound copies (no three ring binders); and one electronic version (.pdf or .doc) thereof.

**Respondents are cautioned to review Attachment A, prior to submitting an electronic copy of their response. In accordance with the procedures set forth in Attachment A, any information that Respondent has identified as “sensitive information” in the hard copy of their response should be deleted from the electronic copy prior to submission to the Mass Tech Collaborative.**

(b) Responses must be delivered to:

Request for Proposals for MA HIE Program Evaluation Services  
RFP No. 2014-MeHI-02  
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 MeHI 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 and any proposed subconsultants, their qualifications and their proposed approach for working with MeHI in performing the Services. This summary should be a maximum of 3 pages in length.

(b) Proposal Requirements: 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 24th, 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 all recommended major tasks and any key sub tasks associated with the project and complete the related fields.

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<thead>
<tr>
<th>Task/Milestone</th>
<th>Start Date</th>
<th>End Date</th>
<th>Status</th>
<th>Responsible Party</th>
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<td>Final Report</td>
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<td>2. Final Report Completed</td>
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(b) **Statement of Firm Qualifications:** All responses must include a statement of qualifications, experience and description of the Respondent firm and any proposed sub-consultants and each firm’s history. The response should specifically indicate each firm’s current and historical expertise in providing the Services identified in the RFP.

(c) **Staff Qualifications:** All responses must include resumes of each individual who will be providing the Services under any work order (including but not limited to, the Principal-in-Charge, Project Manager, and all project team members) as well as written descriptions of each individual’s experience. All Respondents must identify the individual(s) who will have primary responsibility for contact and communications with MeHI and the person who is authorized to negotiate and contractually-bind Respondent. MeHI 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 MeHI’s discretion. Any changes to personnel require formal written approval by MeHI, and MeHI reserves the right to terminate the Master Agreement and/or relevant Work Order if changes are not approved.

(d) **References:** All responses must include references from at least three clients of the Respondent and each proposed sub-consultant, and preferably clients who have utilized each firm on projects of a similar size, scope and complexity that have been successfully completed within the past five years. The references must include a contact person, a full address, and a phone number. For each reference the Respondent must include an overview of the project (including type of client, project objective, project scope, role of the firm and outcome). In addition to the foregoing, all responses must include a listing of public and private clients for whom each 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) Cost Proposal, Billing Rates and Structure: The Respondent selected hereunder will also be added to the list of consultants prequalified to provide services to all of the Mass Tech Collaborative’s divisions. Therefore, MeHi anticipates establishing a set rate schedule with the selected firm through June 30, 2015. In anticipation of this process, Respondents are required to include the following information in their response.

- A schedule of hourly rates to be charged by personnel identified in the qualification statement above and rate categories for additional personnel that may work on specific assignments. Respondents please note that work performed under a work order to the Master Agreement will generally be billed in accordance with the hourly rates provided by the Respondent (the “the Offered Rate”).

- Using the form appended hereto as Attachment C, Respondent shall provide a cost proposal for the Services which include a list, by type and amount, of any additional fees, overhead charges, or reimbursable expenses, if any. As a general policy, MeHi does not pay mark-ups on reimbursables or out-of-pocket expenses, nor does MeHi pay for word processing, secretarial overtime or meals. For travel costs, MeHi pays the IRS rate per mile.

(f) Project Schedule: The Consultant shall propose a schedule of activity for proposed services listed in section 3.2 bound by the dates listed in section 3.3.

(g) 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.

(h) 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 response 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.

5.2 Criteria

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

- Prior relevant experience for similar program evaluation projects.
- Qualifications of the proposed professionals, i.e., project manager and subject matter experts.
- Quality of proposed approach.
- Total price and proposed rates.
- Desirability of schedule and project organization.
- Lack of debarment status by the Commonwealth and the Federal Government.

The order of these factors does not generally denote relative importance. The Mass Tech Collaborative reserves the right to consider such other relevant factors as it deems appropriate in order to obtain the “best value”.
5.3 Selection

Notification of selection or non-selection of all Respondents who submitted conforming responses will be mailed when the selection process is final. The selected Respondent will execute the standard Master Agreement, available at http://www.masstech.org/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 Services set forth in this RFP; (3) a satisfactory record of performance in the provision of the 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 RESPONSE DETERMINED TO BE NON-RESPONSIVE TO THIS RFP, 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(S) SUBMITTED UNDER THIS RFP.**

(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 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 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. The 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. The 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. 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, and the John Adams Innovation Institute (collectively referred to herein as “the Mass Tech Collaborative”) is subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the “Public Records Act”), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, “public records” include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by the Mass Tech Collaborative. As a result, any information submitted to the Mass Tech Collaborative by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the “Submitting Party”) is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, “public records” do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including the Mass Tech Collaborative's enabling act, M.G.L. Chapter 40J. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by the Mass Tech Collaborative that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the “Trade Secrets Exemption”).

IT IS THE MASS TECH COLLABORATIVE’S EXPECTATION AND BELIEF THAT THE OVERWHELMING PERCENTAGE OF DOCUMENTS IT RECEIVES FROM A SUBMITTING PARTY DOES NOT CONTAIN ANY INFORMATION THAT WOULD WARRANT AN ASSERTION BY THE MASS TECH COLLABORATIVE OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO THE MASS TECH COLLABORATIVE, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO THE MASS TECH COLLABORATIVE ARE SUBJECT TO PUBLIC DISCLOSURE WITHOUT ANY PRIOR NOTICE TO THE SUBMITTING PARTY AND WITHOUT RESORT TO ANY FORMAL PUBLIC RECORDS REQUEST.

In the event that a Submitting Party wishes to submit certain documents to the Mass Tech Collaborative and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

1. At the time of the Submitting Party’s initial submission of documents to the Mass Tech Collaborative, the Submitting Party must provide a cover letter, addressed to the Mass Tech Collaborative’s General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents’ disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party’s responsibility and obligation to provide detailed explanations for each such document.

2. At the time of the Submitting Party’s initial submission of documents to the Mass Tech Collaborative, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as “Sensitive Information.” It is the Submitting Party’s responsibility and obligation to ensure that all such documents are sufficiently identified as “Sensitive Information,” and Submitting Party’s
designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.

**INFORMATION SUBMITTED TO THE MASS TECH COLLABORATIVE IN ANY FORM OTHER THAN A HARD COPY DOCUMENT WILL NOT BE SUBJECT TO THE PROCEDURES SET FORTH IN THIS POLICY. FOR EXAMPLE, INFORMATION SUBMITTED BY E-MAIL, 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 response will remain valid for sixty (60) days from receipt by the Mass Tech Collaborative.

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

I further certify that the statements made in this response to the RFP, including all attachments and exhibits, are true and correct to the best of my knowledge.

Respondent: ________________________________
(Printed Name of Respondent)

By: ________________________________
(Signature of Authorized Representative)

Name: ________________________________

Title: ________________________________

Date: ________________________________
# Response Cover Sheet

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<td>Primary Contact for Clarification</td>
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<td>Legal Status/Jurisdiction (e.g., a Massachusetts corporation)</td>
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# ATTACHMENT C
## BUDGET TEMPLATE

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<th>Additional pricing incentives (e.g. blended rates, fee caps, additional discounts, etc.)</th>
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**Total Level of Effort and Consulting Fees** 0 $0

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