



**Request for Qualifications for Legal Services for the  
NEMC Hub**

**RFQ No. 2024-GA-02**

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

**Procurement Team Leader:  
RFQ Issued:  
Responses Due:**

**Jennifer Saubermann  
November 3, 2023  
Rolling with an Initial Response Date  
of November 17, 2023**

## 1. INTRODUCTION

### 1.1 Overview

Massachusetts Technology Collaborative (“Mass Tech Collaborative” or “MassTech”) is issuing this Request for Qualifications for Legal Services, RFQ No. 20204-GA-02 (“RFQ”), seeking responses (“Responses”) from law firms (“Respondents”) available and willing to provide legal services as set forth in Section 2 of this RFQ (“Services”).

Through this RFQ Mass Tech Collaborative seeks to provide interested parties with a high-level description of the type of Services Mass Tech Collaborative is looking to procure. This RFQ is one means by which Mass Tech Collaborative can identify qualified and interested providers of Services that may lead to the negotiation and execution of an agreement for legal services. Mass Tech Collaborative may deem one or more firms pre-qualified to provide services in one or more of the categories in Section 2 of this RFQ. 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 RFQ. Mass Tech Collaborative’s 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 RFQ, and is intended to result in the best value to the Mass Tech Collaborative as determined in Mass Tech Collaborative’s sole discretion.

### 1.2 Mass Tech Collaborative

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 (see [Chapter 40J of the M.G.L.](#)). Mass Tech Collaborative brings together leaders from industry, academia, and government to advance technology-focused solutions that lead to economic growth, job creation, and public benefits in Massachusetts. For additional information about Mass Tech Collaborative and its programs and initiatives, please visit our website at [www.masstech.org](http://www.masstech.org).

## 2. SERVICES REQUIRED

On September 20, 2023, the Department of Defense (“DOD”) announced that the MassTech Collaborative was awarded \$19.7M to serve as one of eight regional “innovation hubs” around the United States as part of the Microelectronics Commons (“Commons”). The Commons is intended to develop the domestic microelectronics manufacturing industry. For more information about the award, please see the DOD’s press release [here](#). “The Microelectronics Commons program was established through the Strategic & Spectrum Missions Advanced Resilient Trusted Systems (S<sup>2</sup>MARTS) Other Transaction Agreement (OTA) established by the Naval Surface Warfare Center (NSWC), Crane Division and is managed by the National Security Technology Accelerator (NSTXL)”.<sup>1</sup> To carry out this work, the Mass Tech Collaborative has entered into an agreement with NSTXL.

In order to carry out its responsibilities as Hub Lead for the New England Microelectronics Coalition (“NEMC”) Hub (the “Hub”), Mass Tech Collaborative is seeking legal assistance from counsel in a variety of areas.

### 2.1 General

MassTech Collaborative has an immediate need for firms with experience with OTAs and/or defense

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<sup>1</sup> <https://microelectronicscommons.org/>.

contracting to support its efforts to establish the Hub and its programs. Respondents may request qualification in one or more of the categories described herein. Responding firms should clearly indicate the category or categories for which they wish to be considered for selection.

## **2.2 General Business Transactions**

Mass Tech Collaborative requires legal advice and assistance in the negotiation, documentation, and settlement of business transactions with its Hub members, as well as compliance with any and all state or federal regulations, laws and/or procedures that may apply to such transactions. Mass Tech Collaborative will be required to enter into sub-contracts with Hub members (and potentially non-members) for work to be performed through the Microelectronics Commons. Mass Tech Collaborative may also need to issue solicitations for grants or goods and services associated with the management of the Hub. We are seeking a firm with a strong understanding of federal acquisition regulations, policies, including DFARS, and contract vehicles.

## **2.3 Hub Membership**

Mass Tech Collaborative is standing up a new membership organization within the agency. This will require the development of a Hub Membership Agreement. MassTech has also established an Advisory Board, which will need more formalized roles and responsibilities. Mass Tech seeks advice on the overall governance of the Hub, including whether bylaws are needed, defining roles and responsibilities of members, creating a structure and guidelines around collaboration and the sharing of information among members, and documenting this through membership and other agreements. Members include academic institutions of higher education; small, mid, and large corporations; non-profits; labs; FFRDCs; government and quasi government entities; etc.

## **2.4 Intellectual Property and Sharing of Confidential Information**

The NEMC Hub requires substantial interaction with private business entities and universities, within which intellectual property issues may arise. Mass Tech Collaborative intends to offer a template Intellectual Property Sharing Agreement, Non-Disclosure Agreement, and other collaboration documents to be used among our members. We are seeking firms that can develop these documents with feedback from our staff and key Hub advisory members. In addition, the Mass Tech Collaborative seeks general legal advice on other intellectual property related matters including trademark and copyright related issues, and on an appropriate process for submission to and storing of confidential information at the Mass Tech Collaborative.

## **2.5 Defense Contracting, Export Control, Cybersecurity, and Risk Management**

As indicated above, the Hub is funded by the DOD through an OTA with NSTXL. In addition to overall risk management, Mass Tech Collaborative is seeking firms with experience with DOD security and oversight regulations including International Traffic in Arms Regulations ("ITAR") (22 CFR pt. 121 et seq.), the DoD National Industrial Security Regulation ("NISP") (DoD 5220.22-R), National Industrial Security Program Operating Manual ("NISPOM") 32 CFR Part 117, the Department of Commerce Export Regulation (15 CFR pt. 770 et seq.), the National Security Guardrails for CHIPS funded activities, FEDRAMP, the safeguarding of covered defense information, cyber incident reporting, and foreign nationals accessing federally-funded infrastructure.

## **2.6 Public Law, including Conflict of Interest, Public Records, Public Procurement**

As a public instrumentality of the Commonwealth, Mass Tech Collaborative and its employees are required to abide by numerous public law requirements including the state Public Records Law and state Ethics and Conflict of Interest Laws. Mass Tech Collaborative statute, Chapter 40J of the Massachusetts General Laws, has exemptions from certain public laws, and it offers flexibility to perform certain activities that are not afforded to Executive Offices and their departments. MassTech is seeking

firms that have knowledge of “quasi-public” state authorities, and are able to provide advice on compliance with public laws applicable to Mass Tech Collaborative operations, procurements, public records, and the conduct of its employees. In addition, firms with experience with the creation of and/or funding of non-profits with state funds are encouraged to apply.

## 2.7 Variations on Services Specified Above

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 other legal services that they believe, based on the descriptions in this Section 2.0, would be of interest to Mass Tech Collaborative. Such responses should include an explanation of how and why such services would be useful to MassTech.

## 3. SUBMISSION OF QUESTIONS AND APPLICATION PROCESS

### 3.1 Questions, Application and Submission Instructions

Respondents are cautioned to read this RFQ carefully and to conform to its requirements. Failure to comply with the requirements of this RFQ may serve as grounds for rejection of an Application.

- a. **Questions** regarding this RFQ may be submitted by electronic mail to [proposals@masstech.org](mailto:proposals@masstech.org). Please include the RFQ number in the subject heading of the email. MassTech will answer questions on a timely basis and when appropriate will post all responses to the Mass Tech Collaborative and COMMBUYS websites.
- b. **Responses** must be submitted electronically (.pdf or .doc) to [proposals@masstech.org](mailto:proposals@masstech.org). Please state the following in the subject line: RFQ for Legal Services, No. 2024-GA-02.
- c. **Information Required in Proposal Submission:**
  - (i) Response Cover Sheet (Attachment A)
  - (ii) Executive Summary: Respondents should provide a summary of their organization and any proposed sub consultants, 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.
  - (iii) 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 RFQ for which it seeks to be selected.
  - (iv) Staff Qualifications: All responses must include bios 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 RFQ. 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. 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 review, to reject the use of any persons within Mass Tech Collaborative’s discretion.
  - (v) References: All responses must include references from at least three (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, their email address, and a phone number. If individuals identified as participants in Services to be

performed under this RFQ previously participated in any of the projects performed for other clients on the foregoing list, please identify those projects and the individual.

(vi) Billing Rates and Structure: Respondents may, but are not required to, use Attachment B (Optional Budget Template) to provide this information. Respondents are required to include the following 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. 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”).
- 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.

(vii) Conflict of Interest: Respondents to this RFQ 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>).

**3.2 Application Timeframe**

The application process will proceed according to the following schedule. The target dates are subject to change. Therefore, Respondents are encouraged to check Mass Tech Collaborative’s website frequently for updates to the schedule.

MassTech has an immediate need to engage with outside counsel. Therefore, we encourage interested firms to apply as soon as possible. All applications received by November 17, 2023, will be reviewed shortly thereafter and if deemed qualified, approved for prequalification, with the intent to engage one or more prequalified firms shortly thereafter. Applications received after November 17, 2023, will still be evaluated for prequalification.

<b>Task</b>	<b>Date:</b>
<b>RFQ Released</b>	<b>November 3, 2023</b>
<b>Applications Due</b>	<b>Rolling, with an initial response date of November 17, 2023</b>
<b>Notice of Pre-Qualification</b>	<b>On a rolling basis</b>

**4. EVALUATION PROCESS AND CRITERIA**

The Proposal criteria assessed may include, but not be limited to:

- (i) Demonstrated experience or capacity to perform the same or similar Services sought in this RFQ 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 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.

## **5.0 GENERAL CONDITIONS**

### **5.1 General Information**

- a) If an Application fails to meet any material terms, conditions, requirements or procedures, it may be deemed unresponsive and disqualified. Mass Tech Collaborative reserves the right to waive omissions or irregularities that it determines to be not material.
- b) This RFQ, as may be amended from time to time by Mass Tech Collaborative, does not commit Mass Tech Collaborative to select any firm(s), award any contracts for services pursuant to this RFQ, or pay any costs incurred in responding to this RFQ. Mass Tech Collaborative reserves the right, in its sole discretion, to withdraw the RFQ, to engage in preliminary discussions with prospective Respondents, to accept or reject any or all Applications received, to request supplemental or clarifying information, to negotiate with any or all qualified Respondents, and to request modifications to Applications in accordance with negotiations.
- c) On matters related solely to this RFQ that arise prior to an award decision by the Mass Tech Collaborative, Respondents shall limit communications with the Mass Tech Collaborative to the Procurement Team Leader and such other individuals as the Mass Tech Collaborative may designate from time to time. No other Mass Tech Collaborative employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFQ. Respondents may contact the Procurement Team Leader for this RFQ in the event this RFQ is incomplete.
- d) Mass Tech Collaborative may provide reasonable accommodations, including the provision of materials in an alternative format, for 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 Mass Tech Collaborative reserves the right to grant or reject any request for accommodations.

- e) Respondent's Application shall be treated by 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 Mass Tech Collaborative in its sole discretion to reject the Application and/or terminate of any resulting Agreement.
- f) Costs that are not specifically identified in the Respondent's response and/or not specifically accepted by Mass Tech Collaborative as part of the Agreement will not be compensated under any contract awarded pursuant to this RFQ.
- g) Mass Tech Collaborative's prior approval is required for any subcontracted services under any Agreement entered into as a result of this RFQ. The selected Respondent will take all appropriate 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.
- h) Submitted responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.

## **5.2 Posting of Modifications/Addenda to RFQ**

This RFQ has been distributed electronically using the Mass Tech Collaborative and COMMBUYS websites. If the Mass Tech Collaborative determines that it is necessary to revise any part of this RFQ, or if additional data is necessary to clarify any of its provisions, an addendum will be posted to the websites. It is the responsibility of each potential Respondent to check the Mass Tech Collaborative and COMMBUYS websites for any addenda or modifications to the RFQ. The Mass Tech Collaborative accepts no liability and will provide no accommodation to Respondents who submit a response based on an out-of-date RFQ.

Attachment A

Application 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, LLC, LLP, etc.)		Respondents UEI No. or DUNS No.	



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 RFQ requirements. The Respondent acknowledges that all of the terms and conditions of the RFQ are mandatory, and that Respondent's response is compliant with such requirements.

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 RFQ, 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: \_\_\_\_\_

