

## Request for Responses

### Massachusetts School Building Authority

**Address:** 40 Broad Street, Suite 500, Boston, MA 02109

**Telephone:** (617) 720-4466; Fax (617) 720-5260

**Web Address:** <http://www.massschoolbuildings.org>

**RFR File Name/Title:** IT Software Development and Support Consulting Services

**RFR File Number:** MSBA-RFR-ITConsultingServices-2022

**RFR Contact Person:** Siobhan Tolman, Procurement and Contracts Specialist

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#### SECTION I. SUMMARY

The Massachusetts School Building Authority (“MSBA”) requests Responses from qualified IT Consulting and/or Staffing firms interested in providing IT Software Development and Support Consulting Services to the MSBA. In summary, the selected firm or firms will be expected to provide web application development and IT support resources to work closely with and augment the MSBA IT staff to enhance, maintain and support a suite of legacy applications and websites.

Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Veteran Business Enterprise (VBE), Service-Disabled Veteran-Owned Business Enterprise (SDVOBE), Disability-Owned Business Enterprise, LGBT Business Enterprise, Minority Nonprofit Organization (M/NPO), or Women Nonprofit Organization (W/NPO) firms are encouraged to submit Responses.

At the conclusion of this RFR process, the MSBA intends to award a contract to one or more responsive and responsible firms submitting the most advantageous proposal or proposals, taking into consideration, among other things, qualifications, experience, capacity, references, approach to providing the services requested and value.

The MSBA reserves the right to select more than one firm to perform work within the Scope of Services described in this RFR. The MSBA’s award of contract to a firm pursuant to this RFR, however, shall not be a guarantee of any particular amount of work or a particular division of the work described in the RFR. Contract award and the assignment of work to any particular firm shall be within the sole discretion of the MSBA. Further, the MSBA reserves the right to request a change in project personnel should the personnel assigned by a firm fail to meet the MSBA's business needs.

## A. OBJECTIVES

The objective of the IT Software Development and Support Consulting Services procurement is to assist the MSBA in the development, maintenance, and support of a suite of legacy applications and websites by providing qualified, experienced IT resources and services to collaborate with MSBA staff. The applications and websites are used by both internal and external users and support the MSBA business processes.

Each Respondent is responsible for accessing and reviewing the content of the MSBA website at [www.massschoolbuildings.org](http://www.massschoolbuildings.org) in order to gain a full understanding of the scope of the MSBA's program.

The selected Respondent(s) will be expected to provide qualified personnel that will include key team members, who have provided similar services for clients including, but not limited to, the areas of web application development in a multi-tier infrastructure for an existing set of applications as well as an external company website. The IT software development and support team(s) will assist MSBA staff with all stages of the software development lifecycle for new development and maintenance to existing systems including troubleshooting and issue resolution. Team members will be expected to have the necessary experience to provide the Scope of Services described below, including, but not limited to, all stages of the software development lifecycle including design, development, testing, training and implementation, software upgrades as well as providing recommendations for potential future enhancements.

It is expected that each Respondent will propose qualified personnel capable of managing various prioritized projects and related tasks and clearly identify who it deems "Key Personnel" within its proposed team. The MSBA is operating on a hybrid schedule of in-office and telecommuting.

## B. SCOPE OF SERVICES

The selected Firm(s) may be assigned to provide services as described below.

**IT Software Development and IT Consulting Support:** Provide qualified Software Development and IT Support resources for the timely and satisfactory completion of tasks that include, but may not be limited to, the following:

Web application development, maintenance, and support for the front end, including UI's and interfaces, of a suite of legacy applications and websites utilizing:

- VB.net/C#/asp.net web/windows development using Visual Studio
- Microsoft technologies and web configuration in IIS
- Microsoft Azure hosting environment
- SQL Server backend and middle tier
- Drupal / PHP

Responsibilities include but are not limited to:

- Working closely with the MSBA IT team members on assigned IT development projects including both new development and existing system maintenance
- Performing analysis, design, development, testing, and implementation of applications ensuring an accurate and positive overall user experience
- Adhering to defined requirements, UI standards and best practices
- Troubleshooting and issue resolution
- Performing upgrades as needed
- Documenting technical design and solutions
- Providing technical expertise and training as required to other Web Application Developers and IT staff
- Providing end user training and support as needed
- Providing recommendations on future technology platforms and languages to the support the applications and websites.

The MSBA reserves the right to request a change in project personnel should the personnel assigned by a firm fail to meet the MSBA's business needs.

### **C. FEES**

As part of the contents of its Response under Section IV(1)(f), each Respondent must submit a detailed explanation of the firm's cost proposal for the provision of services for the IT Software Development and Support Consulting Services requested by this RFR. Respondents must provide a detailed spreadsheet that itemizes the type of fees or expenses expected to be incurred and the basis for the fee or expense (i.e., hourly rate, daily rate, flat fee, percentage-based fee, etc.). Respondents must include, as part of its proposed fee, the costs for all incidental expenses including but not limited to, travel expenses, sustenance, and mobile phones.

**The actual fee for each task will be negotiated based on the specific scope of services identified in the corresponding work order.**

## **SECTION II. MSBA BACKGROUND**

Chapter 208 of the Acts of 2004 established the Massachusetts School Building Authority. The MSBA is an independent public authority not subject to the supervision and control of any other executive office, department, commission, board, bureau, agency or political subdivision of the Commonwealth. The MSBA's Board consists of the State Treasurer, who serves as chair, the Secretary of Administration and Finance, the Commissioner of Education, and four additional members appointed by the State Treasurer.

Prior to the establishment of the MSBA, the Department of Education administered and managed the former school building assistance program. Chapter 208 eliminated the former

program and created a new program for school building construction, renovation and repair projects (the “Program”), administered by the MSBA. The new Program provides assistance to cities, towns, regional school districts and independent agricultural and technical schools to finance school building projects. The MSBA has adopted regulations necessary to administer the Program and to review and approve applications for reimbursement for school building construction projects.

For more information about the MSBA and its program, please visit our website at [www.massschoolbuildings.org](http://www.massschoolbuildings.org) and refer to Massachusetts General Laws Chapter 70B, Chapter 208 of the Acts of 2004, and 963 CMR 2.00 *et seq.*.

### SECTION III. GENERAL INFORMATION

All terms, conditions, requirements, and procedures included in this RFR must be met for a Response to be qualified as responsive. The MSBA reserves the right to waive or permit cure of non-material errors or omissions. The MSBA reserves the right to modify, amend or cancel the terms of this RFR at any time. All Responses must be submitted in accordance with the specific terms of this RFR. **Responses to this RFR must be submitted by the deadline in electronic format to the email address specified in Section IV.(2.).**

**Respondents should receive an email confirming receipt of submission. If Respondents do not receive a confirmation email, Respondents are encouraged to contact Siobhan Tolman at [Siobhan.Tolman@MassSchoolBuildings.org](mailto:Siobhan.Tolman@MassSchoolBuildings.org) in advance of the submission deadline.**

#### A. SPECIFICATIONS

1. **Respondent Communication.** All communication regarding this RFR must be **in writing via email** to the contact person designated in Section III of this RFR. Any individuals and/or firms that intend to submit a Response are prohibited from contacting any employee of the MSBA other than the contact person regarding this RFR. **Failure to observe this rule may result in disqualification.** Furthermore, no other individual MSBA employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR and the MSBA shall not be bound by any such unauthorized provision of information or response. Respondents should notify in writing the contact person for this RFR in the event that the RFR appears incomplete or if the Respondent is having trouble obtaining any required attachments electronically through COMMBUYS or from the MSBA’s website.
2. **Reasonable Accommodation.** Respondents that seek reasonable accommodation because of disabilities or other hardship, which may include the receipt of RFR information in an alternative format, may communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case-by-case basis.
3. **Public Records.** All Responses and related documentation and information submitted in Response to this RFR are subject to the Massachusetts Public Records Law, M.G.L. c. 66, §10; c. 4, §7(26)(h), regarding public access to such documents.

Any statements in submitted Responses that are inconsistent with the provisions of these statutes will be void and disregarded. Respondent agrees that the MSBA shall not be liable under any circumstances for the subsequent disclosure of any information submitted to it by Respondent pursuant to this RFR and/or in connection with any contract entered into between Respondent and the MSBA as a result of the RFR process.

Respondents are advised that all proposals are deemed sealed, and therefore their contents will be treated as confidential and will not be disclosed to competing Respondents until the evaluation process has been completed and the contract has been awarded.

4. **Submission of Proposed Materials and Oral Presentation.** All materials, representations, and submissions made within the Response and at oral presentation are subject to becoming part of the contract binding the selected Respondent to uphold the materials, representations, and submissions made by the selected Respondent within the proposal and at the oral presentations, if any.
5. **Conflict of Interest.** Prior to award of any contract and/or qualification, the Respondent shall certify in writing that no relationship exists between the Respondent and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Respondent and another person or organization that constitutes a conflict of interest. No official or employee of the MSBA who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this project shall, prior to the completion of the project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

The Respondent shall provide assurance that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder. The Respondent shall also provide assurances that no person having any such known interest shall be employed during the performance of this contract.

**Individuals performing services to the MSBA may be considered “special state employees” subject to the provisions of the Massachusetts Conflict of Interest Law (M.G.L. 268A). The MSBA’s Master Services Agreement requires contractors, to certify, among other things, compliance with the Conflict of Interest Law.**

6. **Best Value Selection and Negotiation.** The MSBA may select the Response(s) that demonstrates the “Best Value” overall, including proposed alternatives that will achieve the procurement goals of the MSBA. The MSBA and the selected Respondent(s) may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected Respondent’s Response which results in lower costs or in a more cost effective or better value than was presented in the selected Respondent’s or contractor’s original Response.

7. **Costs.** The MSBA will not reimburse any individual or firm for any costs associated with the preparation or submittal of any Response to this RFR or for any travel and/or per diem incurred in any presentation of such Responses. Costs that are not specifically identified in the Respondent's submissions and accepted by the MSBA as part of a contract, will not be compensated.
8. **MSBA Website and COMMBUYS.** This RFR has been distributed electronically using the COMMBUYS system and can be accessed at [www.commbuys.com](http://www.commbuys.com). RFR Attachments that are referenced are available either as separate files along with the RFR, or in the COMMBUYS Forms and Terms section. The RFR and Attachments are also available at the MSBA's website: [www.massschoolbuildings.org](http://www.massschoolbuildings.org)

**Respondents are solely responsible for obtaining and completing all required attachments that are identified in this RFR; for regularly checking both COMMBUYS and the MSBA's website for any addenda or modifications that are subsequently made to this RFR or attachments; for obtaining, reviewing and appropriately responding to any such addenda or modifications to the RFR or attachments; and for acknowledging the receipt of any addenda in the cover letter.** The MSBA accepts no liability and will provide no accommodation to Respondents who fail to regularly check for, obtain, review, and appropriately respond to addenda or modifications to the RFR and attachments, and then submit inadequate or incorrect Responses. Respondents are advised to check the MSBA's website and COMMBUYS to ensure that they have the most recent RFR files. Respondents may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of this RFR, specifications, terms and conditions, which change the intent of this RFR are prohibited and may disqualify a Response.

9. **Validity of Response.** Responses must remain in effect for at least 120 days after the date of the submission deadline; and shall remain in effect thereafter until the Respondent withdraws the Response in writing, a contract is executed with Respondent, or the procurement is canceled, whichever occurs first.
10. **Prohibition against Distribution of Information.** Any Respondent awarded a contract under this RFR is prohibited from selling or distributing any information collected or derived from the contract and/or procurement process, including lists of participating or eligible MSBA employee names, telephone numbers, or addresses, including email addresses.
11. **Right to Modify.** The MSBA reserves the right to modify, amend, or cancel the terms of this RFR at anytime prior to the closing date. The MSBA reserves the right to negotiate with the selected Respondent(s) as to any element of cost or performance, including without limitation, elements identified in the RFR and/or the selected Response in order to achieve the best value for the MSBA.

## **B. PROCUREMENT CALENDAR**

The following is the tentative time schedule for the MSBA's selection of qualified firms interested in providing IT Software Development and Support Consulting Services to the MSBA. All dates are subject to modification by the MSBA with notice.

**Issuance of RFR:** August 15, 2022  
**Question Deadline:** August 22, 2022 by 5:00 PM EST.  
**Responses to Questions Posted on or before:** August 24, 2022  
**RFR Response Deadline:** September 2, 2022 by 12:00 PM EST.  
**Oral Presentations, if any:** Week of September 12, 2022  
**Award of the Contract:** Anticipated September 2022

**Questions concerning this RFR must be submitted to the RFR contact person in writing via email only at the address below. No telephone calls concerning this RFR are permitted. Questions must be received no later than 5:00 P.M. on August 22, 2022. Responses to questions will be posted on or before August 24, 2022.**

Siobhan Tolman, Procurement and Contracts Specialist  
Attn: "MSBA-RFR-ITConsultingServices-2022"  
E-Mail Address: [Siobhan.Tolman@massschoolbuildings.org](mailto:Siobhan.Tolman@massschoolbuildings.org)

## **SECTION IV. RESPONSE REQUIREMENTS**

### **1. Contents of the Response**

All Responses to this RFR must include the following information:

- a) Mandatory Cover Letter: Each Response must be accompanied by a cover letter of not more than two (2) pages. The letter, which shall be considered an integral part of the submission and shall be signed by an individual who is authorized to bind the firm contractually and shall state the individual's title. Each Respondent must certify in the cover letter that it meets the minimum qualifications of Section V of this RFR. The letter must acknowledge Addenda to the RFR, if any, and certify that all information contained in the Response is accurate and complete. Inaccurate or incomplete information may adversely affect the evaluation of the submission.
- b) Firm History: A description of each firm associated with the Respondent's team and their respective roles and history.
- c) Qualification Statement: The Respondent should provide a statement of the qualifications for each team member and give a specific example of prior experience and projects as an individual and as a team providing ongoing IT software development and support services. Clearly identify the experience of the team members in providing the work outlined in the Scope of Services.
- d) Resumes: All Respondents must include resumes and contact information for proposed team members. All Respondents must also identify the individual(s) who will have primary responsibility for contacts and communications with the MSBA within Section IV(e), Approach to Providing Services. The MSBA reserves the right to reject the use of any personnel within its sole discretion.

- e) Approach to Providing Services: Provide a three (3) page description of the firm's approach to providing the Scope of Services described in Section I (B), specifically addressing any timelines described in this RFR. Identify the key strengths your firm would bring to this assignment to best represent the MSBA.
- f) Cost Proposal: All Respondents must submit a detailed explanation of the firm's cost proposal for the provision of services for the IT Software Development and Support Consulting Services requested by this RFR. Respondents must provide a detailed spreadsheet that itemizes the type of fees or expenses expected to be incurred and the basis for the fee or expense (i.e., hourly rate, flat fee, per transaction fee, percentage-based fee, etc.). Respondents must include, as part of its proposed fee, the costs for all incidental expenses including, but not limited to, travel expenses, sustenance, and mobile phones. In addition, all Respondents should submit an hourly rate for each proposed team member for the work included in the Scope of Services as well as additional tasks that may arise from time to time in the provision of the software development and support consulting services.
- g) MBE/WBE Certification: A list of any certifications the firm has as a minority or woman-owned business.
- h) Statement of Limitations: Provide a statement clearly describing any limitations or qualifiers to the submitted Response, if any. Examples of limitations include the scope of proposed services, the geographic area in which the Respondent is willing to work, etc. **Please note that any limitations or qualifiers may adversely affect a Respondent's likelihood of being selected and/or being assigned to a project.**
- i) Business References: Respondents must identify three (3) client references for which the bidder has performed similar services as the services described in this RFR.
- j) Supplier Diversity Program Plan Form: The MSBA is committed to developing and strengthening Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran Business Enterprises (VBE), Service-Disabled Veteran-Owned Business Enterprises (SDVOBE), Disability-Owned Business Enterprises, LGBT Business Enterprises, Minority Nonprofit Organizations (M/NPO), and Women Nonprofit Organizations (W/NPO) and expanding equal opportunity in the primary and secondary industries affected by this RFR. *Please note, completion of a Supplier Diversity Program Plan Form (Attachment D) by a Respondent is NOT mandatory for the purposes of the MSBA's review of a Response. However, if a Respondent is a certified SDO business or has an SDO partner, the Respondent should complete the form to the extent possible.* Respondents that clearly demonstrate the intent to further the development of the business enterprises and organizations listed above or the existence of a relationship which does further those goals may receive favorable consideration. *If the Form is not completed or provided with a Response, the MSBA will assume that it was omitted intentionally.*



- k) Anti-Discrimination Policy: Each Respondent must include a detailed copy of its policy relative to affirmative actions/equal opportunity and the prohibition of discriminatory employment practices.
- l) Authorized Respondent's Signature and Acceptance Form: If the Respondent is a corporation, partnership, or other business entity, complete **Attachment "A"** as indicated.
- m) Invest in Massachusetts Data Form: The MSBA encourages investment in our local economy and is committed to advancing the creation and preservation of jobs in the Commonwealth. Consequently, all Respondents must submit an Invest in Massachusetts Data Form ("IMD Form") (Attachment "E").
- n) Mandatory Certifications: (Please complete and submit the comprehensive certification statement attached as **Attachment "B"**)
  - a. Certification of Compliance with Massachusetts Child Care Laws.
  - b. Certification of Compliance with the Revenue Enforcement and Protection Program.
  - c. Certification Regarding Companies Doing Business in Northern Ireland.
  - d. Certification of Disclosure.
  - e. Certification of No Conflicting Relationship.
  - f. Certificate Statement Regarding Criminal Actions and Pending Litigation
  - g. Certification of Solvency
  - h. Certification of Good Standing and Licensure
  - i. Statement of Compliance with RFR Requirements
  - j. Statement of Confidentiality

## 2. Instructions for Submission

Responses to this RFR must be submitted electronically by the submission deadline or the response will not be considered. **Hard copy submissions will not be accepted.** Responses and Attachments must be submitted by email to [Procurement@MassSchoolBuildings.org](mailto:Procurement@MassSchoolBuildings.org) **no later than September 2, 2022 at 12:00 P.M. EST.**

Responses and Attachments received after this deadline date and time will not be evaluated. Responses and Attachments should be emailed to: [Procurement@MassSchoolBuildings.org](mailto:Procurement@MassSchoolBuildings.org). Responses should not exceed 25MB in size.

When responding to this RFR, firms should take note of the following provisions.

- a) Responses should include the information and documents listed in Section IV, Item 1 – "Contents of the Response."
- b) The MSBA reserves the right to request additional information from firms responding to this Request. Additionally, upon reviewing the Responses the MSBA may decide to have certain firms make oral presentations.

c) The MSBA reserves the right to reject any and all Responses to this request, to waive any minor informality in a Response, to request clarification of information from any firm responding and to effect any agreement deemed by the MSBA to be in the MSBA's best interest with one or more of the firms responding. The MSBA reserves the right to amend or cancel this RFR at any time. All Responses and their contents will become the sole property of the MSBA upon receipt by it.

d) Contract Term: The duration of any contract that may result from this RFR will be for one year with three one-year options to renew, at the MSBA's discretion.

### **3. Submission Format Requirements**

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

- a) All Responses must be submitted by email to [Procurement@MassSchoolBuildings.org](mailto:Procurement@MassSchoolBuildings.org). The specific organization and orientation of the Response is at the Respondent's discretion, but it is recommended that the Response be laid out in such a manner that the reader doesn't need to be constantly rotating the proposal.
- b) Submissions must be limited to ten (10) pages, exclusive of the cover letter, appendix for resumes, any supporting schedules as identified in Section IV, a detailed copy of your firm's policy relative to the prohibition of discriminatory employment practices, affirmative actions/equal opportunity, the use of business enterprises/organizations certified by the Massachusetts Supplier Diversity Office ("SDO"); and the Mandatory Certifications listed above in Section IV, Item 1(n).
- c) Submissions must be in a font of 12 point or larger.
- d) Responses must be delivered electronically to: [Procurement@MassSchoolBuildings.org](mailto:Procurement@MassSchoolBuildings.org)
- e) Any and all data, materials, and documentation submitted to the MSBA in Response to this RFR shall become the MSBA'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 "A" hereto.

RESPONDENTS PLEASE NOTE: BY EXECUTING THE AUTHORIZED RESPONDENT'S SIGNATURE AND ACCEPTANCE FORM AND SUBMITTING A RESPONSE TO THIS RFR, RESPONDENT AGREES THAT THE MSBA SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR THE DISCLOSURE OF ANY MATERIALS SUBMITTED TO THE MSBA PURSUANT TO THIS RFR OR UPON RESPONDENT'S SELECTION AS A PREQUALIFIED CONTRACTOR.

#### **4. Disqualification**

- a) Late Proposals. Proposals that are received after the deadline date and time shall be disqualified. A hard copy or facsimile Response will **not** qualify as a “submission”.
- b) Nonresponsive Proposals. Proposals which are not responsive or which fail to comply with mandatory requirements of the RFR shall be deemed nonresponsive and shall be disqualified. Nonresponsive proposals shall include, but not be limited to, those that fail to address or meet any mandatory item and those submitted in insufficient number. The MSBA reserves the right to disqualify from consideration those Responses that are submitted in an incorrect format if the MSBA determines, in its sole discretion, that the formatting error is prejudicial to the interests of other Respondents and fair competition.
- c) Collusion. Collusion by two or more Respondents agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited and shall be grounds for rejection or disqualification of a proposal or termination of this contract.
- d) Debarred Bidders or Subcontractors. A Respondent who is currently subject to any Commonwealth or federal debarment order or determination shall not be considered for evaluation by the Procurement Team. If a bidder’s proposal is dependent upon the services of a named subcontractor and the disqualification of this named subcontractor would materially alter the proposal, then that proposal shall be deemed unresponsive if the named subcontractor is found to be debarred. Proposals that indicate that subcontractors will be used but do not rely on any specifically named subcontractor shall not be deemed unresponsive if the disqualification of a proposed subcontractor will not materially alter the proposal

#### **SECTION V. MINIMUM QUALIFICATIONS AND EVALUATION PROCESS**

The RFR Evaluation Process will be conducted in two phases. MSBA staff will complete the Phase One Review for all submitted Responses. The purpose of the Phase One Review is to eliminate any Respondents that do not meet the minimum qualifications and/or whose Responses are nonresponsive to the requirements of the RFR. Responses that are deemed to be complete and responsive based on the Phase One Review will be submitted to a committee of MSBA staff for additional review. The Phase Two Review will evaluate the Responses based on highly advantageous, advantageous and not advantageous ratings. The selection committee will make a recommendation of the qualified firms and/or individuals to the Executive Director of the MSBA who will then accept or reject the recommendation. The MSBA reserves the right to require oral presentations and interviews of Respondents as part of its review if the MSBA determines in its sole discretion that it is in the best interests to do so.

**(Phase One and Phase Two Reviews of this RFR will be Conducted Separately)**

## A. MINIMUM QUALIFICATIONS

In order to be eligible for further review and selection, each Respondent must certify in its cover letter that it meets the following minimum qualifications. Any Respondent that fails to include such certification in its Response, demonstrating that these criteria have been met, will be rejected without further consideration.

- *Prior experience providing IT software development and support consulting services*
- *Must be able to propose a team of key personnel who collectively have proven experience with some or all of the specific technologies listed below:*
  - VB.net/C#/asp.net web/windows development using Visual Studio
  - Microsoft technologies and web configuration in IIS
  - Microsoft Azure hosting environment
  - SQL Server backend and middle tier
  - Drupal / PHP

## B. PHASE ONE REVIEW

Responses will be reviewed based on the completeness of Responses, including mandatory attachments and compliance to submission criteria, legal, and other requirements as described in Section IV of the RFR. Responses that do not comply with these components will be rejected and will not proceed to Phase Two Review. The MSBA reserves the right to waive or permit cure of non-material errors or omissions.

Phase One of the Review will ensure compliance with the submission criteria in Section IV.

## C. PHASE TWO REVIEW

In addition to the specific requirements set forth in the evaluative criteria below, all Respondents must generally demonstrate that they have a significant depth of relevant experience, knowledge, resources, and abilities with respect to providing the Scope of Services described in Section 1(B) of this RFR. The MSBA will evaluate Responses based on criteria that shall include, but not be limited to, the following:

### 1. **Supplier Diversity Program** – Advantageous and Not Advantageous

**Advantageous (5 points):** Respondent clearly demonstrates, through the information provided in Attachment D, its intent to develop a relationship with SDO certified Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran Business Enterprises (VBE), Service-Disabled Veteran-Owned Business Enterprises (SDVOBE), Disability-Owned Business Enterprises, LGBT Business Enterprises, Minority Nonprofit Organizations (M/NPO), or Women Nonprofit Organization (W/NPO) in performing the services identified in this RFR. Points awarded for this section will be based on the information provided by the Respondent in Attachment D.

**Not Advantageous (0 points):** Respondent does not demonstrate the existence of or an intent to develop a relationship with one or more businesses certified in the above-mentioned supplier diversity categories to perform the services identified in this RFR.

A rating of “Not Advantageous” on this component shall not prevent the MSBA from selecting a Respondent who otherwise demonstrates the knowledge, experience, and capacity to perform the requested scope of services. Respondents that do not complete Attachment D will not receive points under this section.

**2. Invest in Massachusetts** – Advantageous and Not Advantageous

**Advantageous (5 points):** A Respondent submits an IMD Form certifying that 50% or more of the work-hours performed in connection with any contract arising out of its Response will be performed in Massachusetts.

**Not Advantageous (0 points):** A Respondent submits an IMD Form certifying that less than 50% of the work-hours performed in connection with any contract arising out of its Response will be performed in Massachusetts.

A rating of “Not Advantageous” on this component shall not prevent the MSBA from selecting a Respondent who otherwise demonstrates the knowledge, experience, and capacity to perform the requested scope of services.

**3. Demonstrated Experience and Performance of the Respondent Firm** – Highly Advantageous, Advantageous, and Not Advantageous

**Highly Advantageous (20 points):** Respondent’s firm and proposed team clearly demonstrates the depth, quality, length of time in the business and representative client base required to provide and support the satisfactory and timely performance of the services sought in this RFR and to provide quick turnaround on time-sensitive matters.

**Advantageous (10 points):** Respondent’s firm and proposed team demonstrates some but not all of the depth, quality, length of time in the business and representative client base required to provide and support the satisfactory and timely performance of the services sought in this RFR and to provide quick turnaround on time-sensitive matters.

**Not Advantageous (0 points):** Respondent’s firm and proposed team do not demonstrate the depth, quality, length of time in the business and representative client base required to provide and support the satisfactory and timely performance of the services sought in this RFR and to provide quick turnaround on time-sensitive matters.

**4. Demonstrated Experience of Key Personnel** – Highly Advantageous, Advantageous, and Not Advantageous

**Highly Advantageous (20 points):** The Key Personnel identified in the Response average at least 10 years of experience performing management and administration of construction contracts with public construction projects as a significant portion of their professional experience and experience in budgeting, estimating, scheduling, and reporting for large capital programs.

**Advantageous (10 points):** The Key Personnel identified in the Response average at least 5 years of experience performing management and administration of construction contracts with public construction projects as a significant portion of their professional experience.

**Not Advantageous (0 points):** The Key Personnel identified in the Response do not have sufficient experience to meet the criteria described in the Advantageous or Highly Advantageous categories above.

**5. Capacity and Organizational Structure** – Highly Advantageous, Advantageous and Not Advantageous

**Highly Advantageous (20 points):** Respondent clearly demonstrates the adequacy, quality, depth and availability of its personnel resources with expertise in all of the specific technologies identified in this RFR.

**Advantageous (10 points):** Respondent demonstrates some, but not all of the requirements related to demonstrating the adequacy, quality, depth and availability of personnel resources with expertise in some of the specific technologies identified in this RFR.

**Not Advantageous (0 points):** Respondent does not demonstrate the adequacy, quality, depth and availability of personnel resources with expertise in all of the specific technologies identified in this RFR

**6. Qualifications and Education** – Highly Advantageous, Advantageous and Not Advantageous

**Highly Advantageous (20 points)** – Respondent clearly demonstrates the qualifications education of its personnel resources to support the satisfactory and timely performance of the services sought in this RFR and to provide quick turnaround on time-sensitive matters.

**Advantageous (10 points)** – Respondent demonstrates some but not all of the qualification and education of its personnel resources to support the satisfactory and timely performance of the services sought in this RFR.

**Not Advantageous (0 points)** – Respondent does not demonstrate the and education of its personnel resources to support the satisfactory and timely performance of the services sought in this RFR.

**7. Proposed Overall Approach** – **Highly Advantageous, Advantageous and Not Advantageous**

**Highly Advantageous (20 points):** Respondent presented a highly detailed and quality approach to providing the Services described in this RFR which demonstrated a clear understanding of the services sought in this RFR.

**Advantageous (10 points):** Respondent presented an acceptable approach to providing the Services described in this RFR.

**Not Advantageous (0 points):** Respondent failed to present an acceptable approach to providing the Services described in this RFR.

## **8. Value**

The MSBA may select the Response that demonstrates the “Best Value” overall, including proposed alternatives that will achieve the procurement goals of the MSBA. The MSBA and the selected Respondent may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected Respondent’s Response which results in lower costs or in a more cost effective or better value than was presented in the selected Respondent’s or contractor’s original Response.

## **C. ORAL PRESENTATIONS**

After Phase One and Phase Two reviews, the MSBA shall have the option to invite one or more Respondents to make oral presentations. Oral presentations provide the MSBA with an opportunity to evaluate a Respondent through the presentation of their proposal. The MSBA may limit the number of oral presentations conducted. Respondents will not be informed of their preliminary ranking, if any, at the time of the oral presentations. After oral presentations the MSBA reserves the right to adjust any preliminary ranking.

The anticipated time allotments and format shall be the same for all oral presentations. It is anticipated that Respondents will be given 30 minutes to present their proposals followed by a 15-minute question and answer period. The MSBA will endeavor to give notice of at least five (5) business days prior to the date of an oral presentation. The MSBA may waive the location and medium requirements of an oral presentation upon the written request of a Respondent due to special hardships, such as a Respondent that requires a reasonable accommodation due to disability or that has limited resources. In these circumstances the MSBA may conduct oral presentations through an alternative written or electronic medium (e.g., telephone, video conference, TTY, or Internet). The MSBA may require the Respondent’s assigned Key Personnel to conduct the oral presentation.

A Respondent is limited to the presentation of material contained in its Response, with the limited exception that a Respondent may supplement its Response to address specific questions posed by the MSBA and provide clarification of information contained in its Response. A Respondent’s failure to agree to an oral presentation may result in disqualification from further consideration.

## **SECTION VI. COMPONENTS OF THE PROCUREMENT**

### **A. DURATION AND RENEWAL OPTIONS**

The MSBA intends to select one or more qualified Respondents to provide the services solicited in this RFR for a term of one year, with three one-year options to renew, at the MSBA's discretion, under the same terms and conditions.

The selected Respondent(s) will be required to execute the standard Master Services Agreement, a copy of which is attached hereto as **Attachment "C."** **RESPONDENTS ARE REQUIRED TO SPECIFY ANY EXCEPTIONS TO THE MASTER SERVICES AGREEMENT AND TO MAKE ANY SUGGESTED COUNTERPROPOSAL WITH THEIR RESPONSE. A FAILURE TO SPECIFY EXCEPTIONS AND/OR COUNTERPROPOSALS WILL BE DEEMED AN ACCEPTANCE OF THE MASTER SERVICES AGREEMENT'S TERMS AND CONDITIONS. THE MSBA SHALL NOT BE REQUIRED TO ACCEPT ANY EXCEPTIONS TO THE MASTER SERVICES AGREEMENT.**

## **B. CONTRACT PERFORMANCE AND BUSINESS SPECIFICATIONS**

### **1. Rejection of Proposals**

The MSBA reserves the right to reject any and all proposals submitted under this solicitation.

### **2. Withdrawn/Irrevocability of Responses**

A firm may withdraw and resubmit a Response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

### **3. Subcontracting and Joint Ventures**

Respondents must obtain prior approval from the MSBA for subcontracting any portion of the Contract. Respondent's intention to subcontract or partner or joint venture with other firm(s) must be clearly stated in the Response. The MSBA reserves the right to reject any and all subcontracts, partners, or joint venture firms.

### **4. Price Limitation**

The Respondent must agree that no other customer of similar size and similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the MSBA. The Respondent must also agree to provide current or historical pricing offered or negotiated with other governmental or private entities at any time during the contract period upon the request of the MSBA.

### **5. Security Breach Law, M.G.L. c. 93H**

The bidders hereby acknowledge and agree to comply with the requirements and responsibilities, including those of providing notice and Response, as set forth in G.L. c.



93H concerning Security Breaches and any regulations implemented to effectuate security of “personal information” as defined in § 1 of G.L. c. 93H.

## **SECTION VII. ATTACHMENTS**

This RFR consists of a 17-page Request for Responses and the following Attachments:

- Attachment A: Authorized Respondent’s Signature and Acceptance Form
- Attachment B: Certification Statement
- Attachment C: Master Services Agreement
- Attachment D: Supplier Diversity Program Plan Form
- Attachment E: Invest in Massachusetts Form

## **SECTION VIII. ADDITIONAL INFORMATION**

It is recommended that Respondents refer to chapter 70B of the Massachusetts General Laws; chapters 201, 208, and 210 of the Massachusetts Acts of 2004; 963 CMR 2.00 *et seq.*, and the MSBA’s website at [www.massschoolbuildings.org](http://www.massschoolbuildings.org) for additional information about the MSBA.

The MSBA’s business hours are 8:45 A.M. to 5:00 P.M., Monday through Friday. The selected firm(s) will be expected to perform its services during these hours.

Your interest in working with the Massachusetts School Building Authority is appreciated.

John K. McCarthy  
Executive Director  
Massachusetts School Building Authority