

## **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:** Request for Responses to Provide Engineering and Technology Services

**RFR File Number:** MSBA- EngTechServices-2024

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

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#### **SECTION I. SUMMARY**

The Massachusetts School Building Authority (“MSBA”) requests Responses from firms or individuals interested in providing Engineering and Technology services for the full design and specifications of Communications, IT, AV, Security related work, for the MSBA’s new office, located at 10 Post Office Square, Boston MA, 02109. Additionally, this consultant will determine and provide drawings and specifications for the HVAC needs for the MDF/IDF rooms. Interested firms should understand this is an accelerated process and full drawings and specifications need to be prepared and finalized by January 22, 2025 for all related work.

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

At the conclusion of this RFR, the MSBA intends to directly contract with the responsive and responsible individual or firm submitting the most advantageous response, taking into consideration qualifications, experience, capacity, references, approach to providing the services requested, and price.

#### **A. OBJECTIVES**

The MSBA is an independent public authority that partners with Massachusetts communities to support the design and construction of educationally-appropriate, flexible, sustainable, and cost-effective public-school facilities. The MSBA’s Board of

Director's approved the MSBA's Executive Director to execute a lease for office space for the MSBA offices with NS Boston III PO Owner, LLC, the landlord of 10 Post Office Square in Boston, Massachusetts, for a term of 10 years. The "tenant space" is located on the 4<sup>th</sup> floor and is approximately 18,000 sq.ft This consultant will work with the MSBA to establish all the technology and equipment needs to include but not limited to: Communication, IT, Security, AV, Tel/Data, Access Control, Wifi, and all associated low voltage scope for a complete and functional system (s). Additionally, the consultant will provide drawings and specifications for the HVAC needs for the MDF/IDF rooms. Also, the consultant will provide four (4) estimates at various stages (IT equipment scope, SD, DD and CD) and will assist with procurement and bidding, as well as Construction Administration. Additionally, the consultant will provide drawings and specifications for the HVAC needs for the MDF/IDF rooms.

Under the terms of the lease the MSBA "tenant" is responsible for their own technology, design and construction thereof, for all work associated with communications, IT, tel/data, AV, wifi and security for a complete functioning system(s). The building owner "landlord" is responsible for coordination and installation of conduits, chases, pathways and pull-strings for the "tenants" work. Close coordination with the landlord's designer and drawings is required to ensure scope is identified and schedule is maintained.

Special attention should be given to the work plan of design deliverables. The MSBA must put this project out to bid, no later than January 2025, in order to meet the contractual obligations of our current lease, which expires in June 2025.

The duration of the contract resulting from this RFR will be for the time necessary to complete the Scope of Services requested herein, which will be negotiated in good faith between the MSBA and the selected firm or individual(s).

## **B. SCOPE OF WORK**

The scope of Engineering and Technology Services relative to the Project will include a negotiated combination of the services summarized in this document and generally includes but is not limited to:

1. The complete engineering, design and specifications of all low voltage systems associated with Communications, Tel/Data, AV, Access Control, WiFi and Security systems, based on the approved test-fit titled Attachment F, 10 Post Office Square Test Fit.
2. The complete engineering, design and specifications for all equipment and products associated with each system as identified in item 1.
3. The complete engineering, design and specifications for the mechanical, electrical and plumbing work associated with the new dedicated, independent HVAC units in the IDF and MDF rooms. All other mechanical systems are the responsibility of the building owner and not part of this scope.
4. Coordination of public procurement processes under M.G.L c.149 and M.G.L.

c.30B

5. Estimating, in CSI Format to be performed at SD, DD, and 95% CD's. Additional estimates for all equipment associated with low voltage systems as identified in item 1.
6. Stamped and signed permit sets of drawings and specifications. (2)
7. Construction Administration to include but not limited to: review and approval of submittals, respond to RFI's, review of change orders and meetings as required.
8. Project Close-out Administration.
9. Coordination and meetings with MSBA personnel and their consultants.
10. Coordination and collaboration with the building owners Property Manager, Synergy and their consultants.
11. The Engineer shall ensure that the Construction Documents are prepared in a format in accordance with the latest edition of the Construction Specifications Institute (CSI) MasterFormat and with the requirements of either M.G.L. Chapter 30 or M.G.L. Chapter 149, §44F broken down by trade/specification, as applicable.
12. Additional services: The MSBA may request additional related Engineering and Technology services for which the MSBA and the selected respondent will work in good faith to negotiate the scope and price of such services.

## **C. WORK PLAN**

Prior to entering into a contract the Engineer, with MSBA will generate a Project Work Plan that will provide a detailed scope of work (SOW) including all required tasks, deliverables, schedule and fee breakdown for this project, which will be incorporated into the final contract and work order upon written approval. It is the MSBA's intent that the Engineer and their Technology consultant adhere to the following durations during each phase of the project:

SD Phase and Technology Scoping - [3 weeks]

DD Phase - [ 4 weeks]

CD Phase - [4 weeks]

For a total design duration of 11 weeks. The MSBA recognizes this is an accelerated plan and will work with the selected Engineering firm and their Technology consultant to provide expedited decisions regarding goals, scope, budget and schedule.

## **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.

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.(B.).**

**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(B)** of the 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 will 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 via email 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 responses 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 Virtual Presentation.** All materials, representations, and submissions made within the Response and at virtual 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 Response and at the virtual 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. It is the Respondent’s exclusive obligation to determine and certify that the Respondent and its employees, sub-consultants, subcontractors, and the employees of any of them are and shall remain in compliance with M.G.L. Chapter 268A throughout the term of any contract agreement under which the Respondent is retained to provide the services required in this RFR. Moreover, the MSBA may request from a Respondent a written certification of compliance with any provisions of M.G.L. c. 268A during the term of any such contract agreement. The MSBA may require the Respondent to implement certain internal protections to comply with any provisions of M.G.L. c. 268A.

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 Attachments 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 required attachments that are identified in this RFR; for regularly checking both COMMBUYS and the MSBA 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 of 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 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 180 days from the submission deadline and thereafter until either 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 any time 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 firms and individuals interested in providing Engineering and Technology services for the full design and specifications of Communications, IT, AV, Security related work, for the MSBA's new office space. All dates are subject to modification by the MSBA with notice.

Issuance of RFR: September 11, 2024

Question Deadline: September 20, 2024 at 5:00 P.M.

Responses to Questions Posted: September 25, 2024

**RFR Response Deadline: October 2, 2024 at 2:00 P.M.**

Virtual Presentations (If conducted): Week of October 14, 2024

Anticipated Award of Contract: November 1, 2024

**Questions concerning this RFR may be submitted to the RFR Contact Person in writing via email only at the contact information below.** No Telephone calls concerning this RFR are permitted. Questions must be received no later than 5:00 P.M. on September 20, 2024. Responses to questions will be posted on or before September 25, 2024.

Siobhan Tolman, Procurement and Contracts Manager

ATTN: "MSBA-RFR- EngTechServices-2024"

E-Mail Address: [siobhan.tolman@massschoolbuildings.org](mailto:siobhan.tolman@massschoolbuildings.org)

## **SECTION IV. RESPONSE REQUIREMENTS**

### **A. CONTENTS OF RESPONSE**

All Responses to this RFR must include the following information:

1. **Mandatory Cover Letter**: Each Response must be accompanied by a cover letter of not more than two pages. The letter, which shall be considered an integral part of the submission, shall be signed by an individual who is authorized to bind the firm contractually, giving his or her title. 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.
2. **Approach to Providing Services**: A description of the firm's approach to providing

the Scope of Work described in Section I, Item B, specifically addressing any timelines described in this RFR. The Response should include a description of each Project Team's make-up and must include a table that describes the role of each member of your professional team that will be assigned to work on this project.

3. **Firm History:** Please include a descriptive history of your company, including the overall number and type of staff employed, specifically at your Boston area office.
4. **Professional Qualifications and Experience:** A description of the professional qualifications and experience of the key personnel who would be assigned to the MSBA for this project, including subcontractors and joint venturers, if applicable. All responses must include resumes of each individual who will be providing services under any work order, as well as written descriptions of the individuals' experience in the providing similar services to the services identified in this RFR. Please provide a minimum of (3) projects of similar size and scope which you have completed within the last ten (10) years including client name, approximate square footage, and a general description of the project scope. All Respondents must identify the individual(s) who will have primary responsibility for contact and communications with the MSBA. The MSBA reserves the right to reject a firm's use of any particular individual, within the MSBA's sole discretion. Any changes to personnel require approval by the MSBA, and the MSBA reserves the right to terminate a contract if changes are not approved.
5. **Service Fee(s) Matrix:** Please provide a comprehensive fee breakdown that aligns with the above schedule and anticipated deliverables. Please include an estimated cost for reimbursable expenses. At the minimum, the Respondent should include the following:

<b><u>Service:</u></b>	<b><u>Fee:</u></b>
Schematic Design Phase	\$
Design Development Phase	\$
Construction Documents Phase	\$
Bidding Phase	\$
Construction Administrations Phase	\$
Closeout Phase	\$

For Additional Services in the Schematic Design, Design Development, Construction Documents and Construction Administration Phases, the Designer will accept in full payment the sum of:(\$ )

The full and complete Compensation for all of the Services rendered by the Designer shall be in an amount not to exceed:(\$ ) which is comprised of the Basic Fee and the Fee for Additional Services.

6. **Client References:** Please provide a minimum of three (3) references including titles of persons listed, phone numbers, and email addresses.



7. 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.
8. Statement of Limitations: Provide a statement clearly describing any limitations to the submitted Response (such as scope of proposed services, geography, etc.).

**NOTE:** The following attachments should be completed and signed as noted except for the Master Services Agreement.

9. Authorized Respondent's Signature and Acceptance Form: If the Respondent is a corporation, partnership, or other business entity, complete **Attachment "A"** as indicated.
10. Mandatory Certifications: (an example of a comprehensive certification statement is attached as **Attachment "B"**):
  - i. Certification of Compliance with Massachusetts Child Care Laws.
  - ii. Certification of Compliance with the Revenue Enforcement and Protection Program.
  - iii. Certification Regarding Companies Doing Business in Northern Ireland.
  - iv. Certification of Disclosure.
  - v. Certification of No Conflicting Relationship.
  - vi. Certificate Statement Regarding Criminal Actions and Pending Litigation
  - vii. Certification of Solvency
  - viii. Certification of Good Standing and Licensure
  - ix. Certification of Minimum Qualifications
  - x. Statement of Compliance with RFR Requirements
  - xi. Statement of Confidentiality

11. Master Services Agreement, Attachment C: 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 to the Master Services Agreement's terms and conditions.

12. 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.*

13. 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. All Respondents must submit an Invest in Massachusetts Data Form ("IMD Form"), **Attachment E**.

## **B. 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 Wednesday, October 2, 2024 at 2:00 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(A) – "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 virtual 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 interests 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) The duration of the contract resulting from this RFR will be for the time necessary to complete the Scope of Services requested herein, which will be negotiated in good faith between the MSBA and the selected firm or individual(s).

### **C. 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 20 pages excluding the following:
  - Cover Letter
  - Table of Contents
  - Service Fee(s) Matrix
  - Anti-Discrimination Policy
  - Attachments A-F
- 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.

#### **D. DISQUALIFICATION**

- a) Late Responses. Responses 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 Responses. Responses which are not responsive or which fail to comply with mandatory requirements of the RFR may be deemed nonresponsive and shall be disqualified. Nonresponsive Responses 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 Response 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 response is dependent upon the services of a named subcontractor and the disqualification of this named subcontractor would materially alter the response, then that response shall be deemed unresponsive if the named subcontractor is found to be debarred. Responses 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 response.

#### **SECTION V. EVALUATION PROCESS**

The MSBA will evaluate Responses based on criteria that shall include, but not be limited to, the following:

- A. Qualifications Other Than Price:** In addition to the specific requirements set forth below, all Respondents must demonstrate that they have significant experience, knowledge and abilities with respect to providing design services similar in scope to those requested in this RFR. The MSBA will evaluate Responses based on criteria that shall include, but not be limited to, the

following:

1. **Supplier Diversity Program:** To be evaluated as Advantageous and Not Advantageous based upon the information provided in Attachment D regarding the relationship with the Respondent and SDO certified businesses.

**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:** To be evaluated as Advantageous and Not Advantageous based upon the percentage of work-hours that will be performed in Massachusetts in connection with any contract arising out of its Response.

**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. Respondents that do not complete Attachment E will not receive points under this section.

3. **Demonstrated Experience:** To be evaluated as Highly Advantageous, Advantageous, or Not Advantageous based upon information contained in the Response regarding the firm’s history, qualifications statement, professional

experience, and business references.

**Highly Advantageous (20 Points):** The Respondent has (5-10) years of experience providing design services associated with the tasks indicated in Section I(B) of this RFR as a significant portion of the firm's business and details extensive experience in the Response.

**Advantageous (10 Points):** The Respondent has (3-5) years of experience providing design services associated with the tasks indicated in Section I(B) of this RFR as a significant portion of the firm's business and details extensive experience in the Response.

**Not Advantageous (0 Points):** The Respondent has less than three-years of experience providing design services associated with the tasks indicated in Section I(B) of this RFR as a significant portion of the firm's business and details extensive experience in the Response.

4. **Demonstrated Experience and Performance of Respondent's Key Personnel:**

To be evaluated as Highly Advantageous, Advantageous, or Not Advantageous based upon information contained in the Response regarding the Key Personnel's professional qualifications and experience

**Highly Advantageous (30 Points):** Each of the Respondent's Key Personnel demonstrates that they have five or more years of experience in providing design services associated with the tasks indicated in Section I(B) of this RFR.

**Advantageous (15 Points):** Each of the Respondent's Key Personnel demonstrates that they have 3-5 years of experience in providing design services associated with the tasks indicated in Section I(B) of this RFR.

**Not Advantageous (0 Points):** Each of the Respondent's Key Personnel demonstrates that they have less than three years of experience in providing design services associated with the tasks indicated in Section I(B) of this RFR.

5. **Capacity and Organizational Structure:** To be evaluated as Advantageous or Not Advantageous based on the professional experience indicated in the Response.

**Highly Advantageous (20 points):** Respondent demonstrates extensive quality and depth of its personnel resources to support the satisfactory and timely performance of the services sought in this RFR and to provide quick turnaround on urgent tasks.

**Advantageous (10 points):** Respondent demonstrates the adequacy, quality and depth of its personnel resources to support the satisfactory and timely

performance of the services sought in this RFR and to provide quick turnaround on urgent tasks.

**Not Advantageous (0 points):** Respondent does not demonstrate the adequacy, quality and depth of personnel resources that would be required to support the satisfactory and timely performance of the services sought in this RFR and to provide quick turnaround urgent tasks.

6. **Approach to Providing Services:** To be evaluated as Highly Advantageous, Advantageous, or Not Advantageous based on the approach to providing services indicated in the Response.

**Highly Advantageous (20 points):** The Respondent's experience and written approach demonstrate a clear, detailed and comprehensive plan regarding how respondent will provide the services requested in this RFR.

**Advantageous (10 points):** The Respondent's experience and written approach demonstrate a reasonable plan regarding how respondent will provide the services requested in this RFR.

**Not Advantageous (0 points):** The Respondent's experience and written approach do not demonstrate a reasonable plan regarding how respondent will provide the services requested in this RFR.

The order of these factors generally does not denote relative importance, and the MSBA reserves the right to consider any other relevant factors as it deems appropriate, in its sole discretion. The MSBA may or may not seek additional information from Respondents. The MSBA reserves the right to waive or permit cure of non-material errors or omissions. The MSBA will assign such weight as it deems appropriate and in the best interests of the MSBA, in its sole discretion, to each relevant factor that it takes into consideration.

### **Virtual Presentations**

After Phase One and Phase Two reviews, the MSBA shall have the option to invite one or more Respondents to make virtual presentations, which will be conducted either via "Zoom", "Microsoft Teams" or a similar platform. Virtual presentations provide the MSBA with an opportunity to evaluate a Respondent through the presentation of their Response. The MSBA may limit the number of virtual presentations conducted. Respondents will not be informed of their preliminary ranking at the time of the virtual presentations. After virtual presentations, the MSBA reserves the right to adjust any preliminary ranking in Phase Two review.

The time allotments and format shall be the same for all virtual presentations. Respondents will be given a maximum of 30 minutes to present their responses followed by a 15- minute question and answer period. The MSBA may require the Respondent's

key personnel to conduct the virtual 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 duration of the contract resulting from this RFR will be for the time necessary to complete the Scope of Services requested herein, which will be negotiated in good faith between the MSBA and the selected firm or individual(s).

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

The selected Respondent(s) will be required to execute the MSBA's 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.**

#### **1. Rejection of Responses**

The MSBA reserves the right to reject any and all Responses 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
- Attachment F: 10 Post Office Square Test Fit

### **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, and 963 CMR 2.00 *et seq.* for additional information about the MSBA.

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

Mary L. Pichetti  
Executive Director  
Massachusetts School Building Authority