

Request for Responses

Massachusetts School Building Authority

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RFR File Name/Title: Request for Responses (“RFR”) to Conduct a Comparative Compensation Survey and a Job Evaluation.

RFR File Number: MSBA-RFR-CompSurvey-2024

RFR Contact Person: Siobhan Tolman, Procurement and Contracts Manager

SECTION I. SUMMARY

The Massachusetts School Building Authority (“MSBA”) requests Responses from qualified firms or individuals to perform a comprehensive market-based pay survey and comparative compensation analysis in conjunction with an overall job evaluation, of all MSBA positions, which will help determine the relative value of specific jobs within the MSBA and ensure job descriptions are hierarchically aligned to salary grade ranges.

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.

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

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

A. OBJECTIVES

Compensation is important to the Authority and the ability to recruit and hire talent to carry out the goals and objectives of the MSBA grant program. To ensure the ability to attract, retain, and motivate highly skilled employees, the objective is to procure a compensation consulting firm or employment attorney consultants to re-assess the MSBA's market-based pay following a 2019 market pay survey analysis and to conduct a job evaluation of job descriptions to ensure MSBA job descriptions are hierarchically aligned to salary grade ranges.

B. SCOPE OF WORK

Respondent will meet with the MSBA prior to beginning the project and before any Report is finalized. The respondent selected is expected to perform and provide the following services:

1. Market Survey and Comparison of Compensation for All MSBA Staff Positions

Survey and analyze comparable market base compensation, as well as variable pay data (if applicable), for up to 55 positions. The Survey should compare the compensation that is paid to staff -level positions in every Department of the MSBA against compensation that is provided to employees who are serving in comparable positions at a cross-section of governmental and non-governmental entities. The total combined number of survey sources for this activity scope should not exceed seven (7) and should include a balanced number of governmental and non-governmental entities. The MSBA has included a suggested non-exclusive list of entities from which the Respondent can identify employee that positions that may be comparable to the selected MSBA staff positions. However, if further market information is required to make a fair and accurate comparison for any particular position then the Respondent should seek related information from additional entities. The Respondent can recommend a list of non-governmental agencies that may be comparable to the selected staff-level positions. The Survey should assess and compare all direct and indirect compensation that is paid and/or provided to an employee including, but not limited to, bonuses, insurance, severance, retirement or deferred compensation packages, and policies relative to accrual and payment of sick, personal, and vacation time, including payouts for unused sick, personal, and vacation time. This section may include additional tasks related to the scope.

2. Evaluation of Existing MSBA Compensation Structure

After performing the above Comparative Market Surveys and Analyses, the selected Respondent will draft a Report which includes the quantitative data collected by the Respondent along with a narrative and graphic representations of

the results and an assessment of and recommendations for changes to the existing salary bands for all positions at the MSBA. The Report must be in a format that will allow readers, including MSBA staff, the MSBA Board of Directors, public officials, and the general public, to understand the data presented therein. The selected Respondent shall provide a draft report for review by MSBA staff. After such review, the selected Respondent shall produce a Final Report that incorporates the MSBA's comments by a date that shall be determined by the MSBA and, at the MSBA's discretion, shall present an overview of the Final Report to members of the MSBA Board of Directors. This section may include additional tasks related to the scope.

The MSBA has identified the following entities, which can be used for compensation comparisons:

The following non-exclusive list of entities is provided for market comparison:

(Suggested Public Entities)

University of Massachusetts Building Authority; Massachusetts State College Building Authority; Massachusetts Water Resources Authority; MassDevelopment; Massachusetts State Lottery; Division of Capital Asset Management and Maintenance (DCAMM); Department of Housing and Community Development; Massachusetts Clean Water Trust (formerly the Water Pollution Abatement Trust); and Office of the State Treasurer.

3. Conduct a Comprehensive Job Evaluation

The selected respondent should be equipped to complete a review of all staff positions to ensure internal equity within the hierarchy of jobs. MSBA expects respondent to aid in defining the job evaluation process to include specific compensable factors to be used across departments and positions to create an internal hierarchy of jobs. The Respondent will provide expert guidance in determining the value of each compensable factor and provide options of methods that aid in calculating a total score point for each position. The selected respondent should provide the MSBA with an objective quantitative approach to establishing or updating job descriptions; provide an organization wide hierarchy of jobs that complements or coexists with the market-based salary structure update. The systematic process should be easily defined, understood and sustainable tool for the administration of compensation for the MSBA. This section may include additional tasks related to the scope.

C. FEES

All Respondents must complete the following fee chart:

Activity I: Market Survey and Comparison of Compensation for All MSBA Staff Positions

List hourly rate(s) for each team member(s):	
Number of hours for each team member(s):	
Total cost:	
Board presentation cost:	

Activity II: Evaluation of Existing MSBA Compensation Structure

List hourly rate(s) by team member(s):	
Number of hours for each team member(s):	
Total costs:	
Board presentation cost:	

Activity II: Conduct a Comprehensive Job Evaluation

List hourly rate(s) by team member(s):	
Number of hours for each team member(s):	
Total costs:	
Board presentation cost:	

SECTION II. MSBA BACKGROUND

The legislature created the Massachusetts School Building Authority in 2004 to replace the school building assistance program that had been managed by the Department of Education. 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. The Massachusetts School Building Authority (MSBA) is an independent public authority with approximately 92 active employees.

The MSBA is mandated with achieving the effective planning, management, and financial sustainability of a school building assistance program. The MSBA has developed a grant program (the “Program”) that provides assistance to cities, towns, regional school districts, and independent agricultural and technical schools to fund repair, renovation, and new 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 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 further 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 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 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 during any 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.

6. **Rule for Award.** The MSBA will award the contract to the Respondent(s) that demonstrates the best value taking into consideration cost.
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. 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.

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.

Validity of Response. Responses must remain in effect for at least 120 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.

9. 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.

10. 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 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 and individual(s) interested in assisting the MSBA with Conducting a Comparative Compensation Survey. All dates are subject to modification by the MSBA with notice.

Issuance of RFR: Monday, July 22, 2024.

Question Deadline: Wednesday, July 31, 2024, at 5:00 PM EST

Responses to Questions Posted: Friday, August 2, 2024.

RFR Response Deadline: Friday, August 9, 2024, at 3:00 PM EST

Virtual Presentations (If conducted): Week of August 19, 2024.

Award of Contract: Anticipated August/September 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 July 31, 2024. Responses to questions will be posted on or before August 2, 2024.

Siobhan Tolman, Procurement and Contracts Manager
MSBA-RFR-CompSurvey-2024
E-Mail Address: 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 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.
- b) Respondent's History: A description of Respondent's firm and a statement of the team's prior experience as a team providing the types of services requested in this RFR. Response should include the number of compensation surveys completed in the last five (5) years.
- c) Professional Experience: The names and a description of the professional experience/qualifications of the key personnel who would be assigned to the MSBA's project, including subcontractors and joint venturers, if applicable, must be included in a table format. All Responses must also include a resume and contact information for each of the key personnel who will be providing services to the MSBA. All Respondents must also identify the individual(s) who will have primary responsibility for contacts and communications with the MSBA. The MSBA reserves the right to reject the use of any personnel, within its sole discretion.
- d) 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 and including a proposed schedule for performing the scope of work.

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

- e) Business References: Respondents must submit references from three (3) similarly sized entities requiring a similar scope of work. Preference may be given to respondents with public sector experience within the last three (3) years. Each noted reference should include organization name, contacts full name, job title, business address, business phone number, business email address, and a brief description of project scope completed and when it was completed.

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.

- f) Authorized Respondent’s Signature and Acceptance Form: If the Respondent is a corporation, partnership, or other business entity, complete **Attachment “A”** as indicated.

- g) Mandatory Certifications: (an example of a comprehensive certification statement is 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 Relationships.
 - 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.

- h) 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.*

- i) 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”)

2. Instructions for Submission, Deadline

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. 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 5 pages excluding the following:
 - Cover Letter.
 - Table of Contents.
 - Appendix for Resumes.
 - Fee Response Form.
 - 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. 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 in advance of the submission deadline.
- 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.

When responding to this RFR, Respondents 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 Respondents responding to this Request. Additionally, upon reviewing the Responses, the MSBA may decide to interview certain firms.
- 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 the MSBA.

3. Disqualification

- a) Late Responses. Responses that are received after the deadline date and time shall be disqualified. An electronic or facsimile Response will **not** qualify as a “submission” for deadline purposes in advance of or in lieu of a hard copy 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 may 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 an insufficient manner. 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 any contract with the MSBA resulting from this procurement.
- 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. 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 proposal.

SECTION V. EVALUATION PROCESS

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

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

Highly Advantageous (15 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.

2. **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 Compensation Surveys and providing Results to Employers.

Advantageous (10 points): The Key Personnel identified in the Response average at least 5 years of experience performing Compensation Surveys and providing Results to Employers.

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.

3. **Approach to Providing Services** – Highly Advantageous, Advantageous and Not

Advantageous.

Highly Advantageous (30 points): Respondent presented a highly detailed and quality approach to providing the Services, as required by Section (IV)(1)(d), with a detailed description of the approach and methodology to successfully provide the services sought in this RFR.

Advantageous (20 points): Respondent presented an acceptable approach to providing the Services, as required by Section (IV)(1)(d), to successfully provide the services sought in this RFR.

Not Advantageous (10 points): Respondent failed to present an acceptable approach to providing the Services, as required by Section (IV)(1)(d), to successfully provide the services sought in this RFR.

4. Capacity and Organizational Structure – Advantageous and Not Advantageous

Advantageous (15 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.

5. 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 Enterprise (MBE), Women Business Enterprise (WBE), Minority and Woman Business Enterprise (M/WBE), Veteran Business Enterprise (VBE), Service-Disabled Veteran-Owned Business Enterprise (SDVOBE), Disability-Owned Business Enterprise, Lesbian, Gay, Bisexual or Transgender Business Enterprise (LGBTBE), Minority Nonprofit Organization (M/NPO), Women Nonprofit Organization (W/NPO), or Minority and Women Owned Non-Profit Organization (M/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.

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

7. Price (0-10 Points) – The MSBA will award between 0 and 10 to each Respondent points depending upon the value of the price response as determined by the MSBA.

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.

The MSBA will select “best value” provider based upon a balanced combination of the above criteria in conjunction with reasonable compensation rates. The MSBA reserves the right to consider such other relevant factors as it deems appropriate in order to obtain “best value” providers.

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 assigned Project Management 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.

The fact that the MSBA advertises and publishes this RFR, accepts Responses to this RFR, responds to inquiries, requests further information, conducts interviews, checks references, or engages in any other conduct in furtherance of the publication of this RFR, the evaluation of Responses, or the selection of finalists, does not commit the MSBA to select any firm or individual, award any work order, pay any costs incurred in preparing a response, or procure or contract for any services or supplies. The MSBA reserves the right to accept or reject any or all responses received, cancel, or modify the RFR in part or in its entirety, or change the RFR guidelines and requirements. The MSBA shall not be obligated to pay for Consulting Services rendered to the MSBA until after the selected Respondent has entered into a Master Services Agreement duly executed by the MSBA's Executive Director in accordance with the MSBA's policies, by-laws, and regulations, and only after the performance of such services has been requested pursuant to the terms and conditions of a duly authorized work order.

The Master Services Agreement and any work orders issued to Respondent will be managed for the MSBA by its General Counsel.

SECTION VI. COMPONENTS OF THE PROCUREMENT

A. DURATION AND RENEWAL OPTIONS

The MSBA intends to select one qualified Respondent to provide the services solicited in this RFR for an initial term of one year with two consecutive one year options to extend under the same terms and conditions.

The selected Respondent 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.

B. CONTRACT PERFORMANCE AND BUSINESS SPECIFICATIONS

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. 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 15-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

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
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