

Request for Responses

Massachusetts School Building Authority

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RFR File Name/Title: Request for Responses to Conduct a School Survey

RFR File Number: MSBA-RFR-SchoolSurvey2025

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SECTION I. SUMMARY

The Massachusetts School Building Authority (the “MSBA”) invites Responses from qualified firms interested in assisting the MSBA in planning, conducting and managing a School Survey of approximately 1,700 public schools of various grade configurations in the Commonwealth of Massachusetts, including elementary, middle, high, and vocational technical schools. The School Survey will include site visits at approximately 1,580 schools and the compilation of existing data at approximately 120 additional schools. The School Survey will result in a published report sharing an understanding of the building condition and general environment at these schools (the School Survey is **not** a comprehensive architectural or engineering assessment).

The MSBA intends to select and contract with a single, qualified Respondent, selected upon a best value consideration, based on factors that include qualifications, experience, capacity and organizational structure, ability to provide timely services, references, approach to providing the services requested, knowledge and understanding of Massachusetts building codes, and relevant MSBA and Department of Elementary and Secondary Education (“DESE”) regulations and policies, commitment to diversity, and price.

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.

A. OBJECTIVES

The selected Respondent will assist the MSBA in planning, conducting, and managing a School Survey of all public schools in the Commonwealth for the purposes of identifying the general facilities conditions of approximately 1,700 public school buildings with the goal of completing and publishing a Final School Survey Report no later than December 1, 2025. The goal of the survey is to generate building condition ratings and general environment ratings used for project prioritization and to understand need and urgency for school facility construction in Massachusetts.

B. SCOPE OF WORK

The MSBA anticipates that the scope of services for any selected firm will include the following:

Planning Phase

1. Schedule and conduct planning sessions with MSBA staff to review and confirm the scope of work and timeline for the School Survey.
2. Review and analyze the content and methodologies of the 2016 School Survey: massschoolbuildings.org/sites/default/files/edit-contentfiles/Programs/School_Survey/2016/MSBA_2016_Survey_Report_102417-FINAL.pdf and the 2010 Needs Survey: massschoolbuildings.org/sites/default/files/edit-contentfiles/Programs/Needs_Survey/2010_Needs_Survey_Report.pdf and prepare recommendations and rationales for changes to methods for current survey work and ways to compare data and results across all surveys. The consultant will be responsible for ensuring that data collected within this School Survey can be compared to the 2016 School Survey Data in a manner acceptable to the MSBA.
3. Review and provide input to update the methodology for gathering and reporting data on building conditions which can be rated on various categories, including, but not limited to:
 - a. Capacity and Utilization
 - b. Security and Technology Infrastructure
 - c. Maintenance Practices
 - d. STEM Capacity
 - e. Special Education
 - f. Building Systems
 - g. Ventilation and Filtration Systems
 - h. Energy Usage and Sustainability Practices
 - i. General Educational Environment
4. Review the MSBA's legacy web-based proprietary software application used to gather data

for the 2016 School Survey and 2010 Needs Survey. The Contractor will work with the MSBA to become familiar with the MSBA School Survey Assessment Tool. The MSBA is open to the use of a Contractor provided assessment application in lieu of the existing application provided it meets the project requirements. An outside tool must include, but not be limited to, the following capabilities:

- a. Import and display historical 2016 School Survey data,
 - b. Allow district review of newly gathered data,
 - c. Export data into an MSBA-acceptable format, and
 - d. Allow for importing and configurability of assessment questions provided by the MSBA.
5. The Contractor application shall be capable of containing and displaying all assessment information, School Facility photographs, and other field information collected to provide a comprehensive understanding of each School Facility's conditions and needs. Although an MSBA assessment application will be available, other proven solutions able to meet system functionality will be considered. Any proposed application must be presented in the submitted response. The MSBA has full authority in approving the use of any proposed application. Details shall include, but not be limited to:
- a. Overview of the functionality
 - b. Data tracking, storage, export capabilities
 - c. Ability to customize assessment questions.
 - d. Redundancy, data backup, disaster recovery protocols,
 - e. A minimum of one, but no more than three, Client references with direct experience utilizing the recommended application.
 - f. Regardless of application ownership and database location, the data set shall always be the property of the MSBA in accordance with the MSBA's Master Services Agreement. The Contractor shall provide access to the data set to the MSBA and any users identified by the MSBA.
6. Recommend efficient data collection for the assessment teams and provide training to assessors on how to use the selected survey input. Assessors will be required to complete six training pilot visits to ensure familiarity with the survey tools, business rules, and security protocols. Contractor will provide detailed, comprehensive training manuals and hold training classes of sufficient length and content for assessors to gain an understanding of assessment and security protocols prior to the commencement of pilot visits.
7. Provide a Management Team which shall include individuals with experience in facilities assessment, design, construction, facilities management, educational programming, report writing, information technology, data management and data analysis sufficient to provide MSBA and Project Teams with the resources necessary to conduct a thorough survey of public school facilities.
8. Recruit, train, and manage sufficient Project Teams to complete a thorough survey of public school facilities. Teams will include individuals with experience in facilities assessment and educational programming, who will conduct the Survey within the following general timeframes:

- a. Planning: July 2024 to September 2024
 - b. Data Collection: October 2024 to March 2025
 - c. Reporting: March 2025 to December 2025
 - d. Final Report: December 1, 2025
9. Present Project Teams. Identify for MSBA approval any changes to the proposed Project Teams included in the Response.
 10. Collect relevant data from the Department of Elementary and Secondary Education (“DESE”), Massachusetts Department of Energy and Resources (“DOER”), Massachusetts Department of Public Health (“DPH”), Massachusetts Clean Energy Center (“MassCEC”) and other available public sources and conduct research regarding all school facilities throughout the Commonwealth. Relevant DESE data will include, but is not limited to, enrollment, campus location, school code and school name.
 11. Develop a detailed scoring methodology to calculate comparative ratings for each school facility and cumulative ratings by school district. Scoring and ratings shall be analogous to the 2016 School Survey rankings, such that the data can be compared across surveys. See Attachments G and H for further information pertaining to scoring and ratings. The MSBA has full authority in approving the scoring methodology.
 12. Develop and submit for the MSBA’s approval a template it will utilize for each school facility assessment and that will guide the assessment so that data collected shall provide a complete overview of the school facility. A full list of systems to be evaluated and questions to be answered in each assessment is included as Attachment G.
 13. To generate comparative ratings from the 2016 School Survey and the 2025 School Survey, the Contractor will be responsible for completing a reconciliation of the School Names, DESE Org Codes, and Addresses of schools in 2016 and as found in the assessments and the MSBA application. An initial reconciliation will be completed before the commencement of site visits and will be updated throughout the site visit phase. Contractor will log and record variances throughout the site visit process and provide a summary of variances to the MSBA prior to publication of the report.
 14. With the MSBA, develop a communications plan to inform local communities about the objectives of the School Survey and the role of the MSBA in planning and managing a financially sustainable program to provide partial funding for the construction, renovation, and repair of public schools by:
 - a. Developing an effective strategy for communicating with district and municipal personnel, parents, and concerned citizens that may include, without limitation:
 - i. Preparing press releases.
 - ii. Producing educational materials; and/or
 - iii. Making public presentations.
 15. The Contractor will be required to attend and support public presentations throughout the delivery of the School Survey. The MSBA anticipates, at minimum, six public facing

presentations and participation at official MSBA meetings: three Board of Directors meetings and three Facilities Assessment Subcommittee meetings.

16. The Contractor will be responsible for scheduling and coordinating site visits. Scheduling and coordination of site visits will be completed in consultation with the MSBA. In general, schools receiving assessments should be notified a minimum of 30 days prior to the scheduled assessment
17. Develop a quality assurance (“QA”) plan in coordination with the MSBA to ensure the accuracy and consistency of data. QA plan shall include, but not be limited to, ongoing monitoring and review of data collected, frequent oversight of Project Teams, and standardization of data collection. The Contractor shall have quality control personnel in place to monitor procedures to verify the accuracy and consistency of field information collected and input of information into the application database. The QA of data collected during the site assessment will be completed within 2 weeks of completion of the site visit.
18. Develop a method for the 2025 School Survey assessments to serve as a verification and update of 2016 School Survey. Contractor will be provided with 2016 data in the assessment application where available and instruct assessors to use the 2016 School Survey data as a baseline to inform their ratings and data collection, with assessors noting significant variances between 2016 and 2025 information. Schools without assessment data available from 2016 will be completed from scratch.
19. Provide devices that will allow assessors to electronically complete their assessments and upload assessment data to MSBA systems based on MSBA protocols. Hardware will need to be able to support running the MSBA assessment application and will need to be able to support use in schools which may have limited, or no network connectivity. Each device used is required to have an encrypted hard drive. The selected respondent will work with the MSBA to develop a protocol for securing school security data, which protocol will be documented and added to the Master Services Agreement as a rider form. The storage of sensitive school security data on the devices shall conform to said security protocols.
20. Provide a proposal for a platform that allows for the calculation of scores received from the assessments and an associated reporting platform that allows for the generation of charts, graphs, and reports from the proposed platform. The MSBA has full authority in approving the platform.
21. For the duration of the project, the Contractor shall prepare written project status reports every two weeks utilizing Microsoft applications with associated files as required. The Contractor shall submit the formats for all required reports to the MSBA for approval prior to generating the reports. The following information shall be included in the reports:
 - a. Status report of each Local Education Agencies’ (“LEAs”) assessments completed and compared to the project schedule.
 - b. Outstanding issues status log with proposed solutions and action items.

Survey Phase

1. Collect data on all public schools in the Commonwealth. Conduct on-site visits at approximately 1,580 schools. The MSBA anticipates a typical physical assessment of a school to last approximately four (4) to six (6) hours, with exceptions depending on the size and complexity of the school. Compile existing data on approximately 120 schools which are currently in the MSBA's pipeline throughout the Survey Phase. Data to be compiled on schools in the MSBA's pipeline will be finalized with the Contractor. The MSBA anticipates collecting information about the type and size of key building systems (e.g. the type and square footage of the roof) via an online questionnaire sent to the designers of schools in pipeline.
2. Prior to starting the full assessment, the Contractor shall conduct and complete a pilot facility assessment of a total of six School Facilities: two high school facilities, two middle school facilities, and two elementary school facilities. The pilot School Facilities shall be selected in collaboration with the MSBA. The Contractor shall collect on each School Facility the data elements defined during the planning phase. During the pilot assessment period, the Contractor shall enter the data into the approved software Application and prepare and submit draft reports to the MSBA. The MSBA will review the data and reports to determine whether the quality-control measures implemented by the Contractor result in obtaining consistent, accurate, and high-quality data. The approved pilot assessment will establish the assessment methodologies, information-collection criteria, database structure, quality-control measures, and reports to be used in the statewide assessment.
3. Prior to the commencement of site visits, all assessors shall complete training sessions to ensure consistent ratings will be achieved across assessments. The contractor will be responsible for ensuring sufficient training and written documentation is provided to assessors to maintain inter-rater reliability resulting in consistency in facility assessments.
4. Collect baseline data regarding the general facilities conditions at all public schools by evaluating building components and assigning condition ratings to each building system. A full list of systems to be evaluated and questions to be answered in each assessment is included as Attachment G.
5. The Contractor shall make available online the information collected on each School Facility to its respective LEA to confirm the data collected in the field. Inconsistencies found by the LEA will be reported back to the MSBA and forwarded to the Contractor who shall recommend for the MSBA's consideration updates to the information in the Application. Final decision regarding data shall be the MSBA's and all decisions shall be logged and reported by the Contractor.
6. Assess the adequacy of the public school facilities to deliver their educational programming by identifying conditions of building systems and educational components, including, but not limited to:

- a. Capacity and Utilization
 - b. Science and Technology
 - c. Technology Infrastructure
 - d. Security
 - e. Core Facilities
 - f. General classrooms
 - g. Special Education classrooms
 - h. Specialized Spaces
 - i. Educational environment
 - j. Food Service
 - k. Structural deficiencies requiring immediate attention
 - l. HVAC
 - m. Roofs
 - n. Windows
 - o. Building Envelope
 - p. Electrical Systems
 - q. Fire/Life Safety Systems
 - r. Additions/Renovations
 - s. Site Conditions
 - t. Interior Finishes
 - u. Maintenance practices, both routine and capital
7. Develop a standard protocol for photographing key facility conditions, take photographs at each facility, and develop a system for recording and cataloging photographs. The MSBA anticipates at a minimum collecting photos of the curbside view of the school; the year founded plaque; the cafeteria, gymnasium, auditorium, and/or combined spaces supporting more than one of these uses; and photocopies of school floor plans for use in performing quality assurance of classroom inventories. The MSBA may require the collection of additional photographs but does not anticipate photographing the condition of all assets.
8. Upon completion of the Survey, the Contractor will be providing a reconciled crosswalk comparing the scores of facilities in 2016 with their updated assessment results. The crosswalk will include a record of any changes to the school's name, address, and DESE Organizational code from their 2016 School Survey data.

Reporting

1. Develop, with the MSBA, the format for the Final School Survey report. The contractor will be responsible for calculating the scores to be included in the final report and own the generation of charts and reports. The final format will include:
- a. Accessible data base with updatable user interface
 - b. Rankings for all assessed facilities and districts
 - c. Database or spreadsheet comparing 2016 and 2025 rankings
 - d. Photographs for all facilities
 - e. Report summary with photographs, graphics, and analysis suitable for publication

- f. Detailed manual of survey and ranking methodologies
 - g. IT user manual
 - h. PowerPoint presentation of process and results
2. Contractor shall provide strategic analysis of the data and assist the MSBA in completing analyses on a variety of topics using the gathered data. MSBA anticipates the analyses to include, but not be limited to:
 - a. Projections of replacement costs for repairing facilities in disrepair and a method for prioritizing projects
 - b. Comparative impact of different MSBA investments and grants on school condition
 - c. Quantification of the improvements to the overall statewide condition of school stock from the inception of MSBA funding to 2025
 - d. Long-term projection of needed capital investment to bring the state-wide school stock into a “State of Good Repair”
 - e. District-wide building condition rating with comparable state-wide benchmarks that weights for the size of repairing differently sized buildings
 3. Develop in-house training program for all MSBA staff on the use of the School Survey database. Create user guides and provide training to MSBA staff on the long term use of system(s) housing school survey data. The Contractor shall provide training and technical support to the MSBA following the completion of the assessment data collection. This must be a structured training program including, but not limited to, training manuals, user guides, and recorded webinars.
 4. The Contractor shall be able to provide, in Microsoft SQL Server database format including a .MDB file and a .LDB file or a Microsoft SQL backup file .BAK and their related data schema and data dictionary, or an Excel file and data dictionary. Each file should include, but is not limited to, DESE code, District Name, School Name, assessment location, Building Name (identifier), all questions, question responses and attachments, and audit details. The file should include the raw data delivery after the data collection and QC is completed. For calculation systems, the file should also include the final raw data, all calculations, formulas, scores and related charts and graphs. Additional details and timing to be determined at the time of implementation and may include the ability to:
 - a. Perform a full or partial import/export of MSBA data within 24 hours of a request;
or
 - b. Provide the MSBA the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data. Any import or export shall be in an agreed upon secure format
 5. The Contractor shall provide training to MSBA staff on facilities assessment, including application of the Contractor’s assessment procedures. MSBA staff shall be allowed to participate in training sessions conducted prior to the commencement of assessments for the purposes of assessor training and the Contractor shall offer a training session dedicated to MSBA staff prior to the commencement of site visits.

6. The Contractor shall develop in collaboration with the MSBA a Configuration Requirements Document (CRD) for the facilities-data system used to calculate metrics and scores that the MSBA will use once the Contractor has completed its work and transferred the data from its data system to the MSBA.
7. Develop a public, interactive dashboard to be hosted on the MSBA's website displaying the results of the School Survey. The final dashboard requirements will be developed with the MSBA. The MSBA anticipates, at a minimum, the dashboard to include mapping of school facilities and scores, graphic displays of the overall physical condition of schools statewide and at the district level, searchable interfaces at the school and district level with the results of the assessment, and functionality to export charts and tables from the dashboard. The Dashboard should be submitted to the MSBA's Chief Executive Officer and Executive Director for review no later than July 1, 2025.
8. Prepare and submit a comprehensive Draft School Survey to the MSBA's Chief Executive Officer and Executive Director for review no later than September 1, 2025.
9. Submit Final School Survey to MSBA Chief Executive Officer and Executive Director for distribution no later than December 1, 2025, in electronic format(s) suitable for both posting on the MSBA website and for printing and publication.
10. Present findings to the MSBA Executive Director, Staff, Board of Directors, or others as requested by the MSBA.
11. At the conclusion of the engagement, and other pre-defined milestones, a final hand-off package should be provided by the vendor to the MSBA. For any vendor collected, calculated, or generated information, the hand-off package should include all final raw data, calculations and formulas, scores, charts, graphs and related information in a format acceptable to the MSBA. The final package should also include detailed documentation of all processes, scoring procedures, reporting, and other areas as requested by the MSBA. The final hand-off package will be prepared and submitted to the MSBA's Chief Executive Officer and Executive Director no later than January 31, 2026.

C. FEES

Pursuant to Section IV(A)(6), the Respondent must provide a Cost Proposal that includes not-to-exceed Lump Sum Prices for professional service fees/labor and not-to-exceed Lump Sum Prices for any related expenses for each of the Phases identified in the Scope of Work (the Respondent may, at its option, subdivide the identified Phases into sub-Phases for purposes of further defining its Cost Proposal). Subject to the MSBA's decision to revise a Respondent's Price, which decision is exclusively within the MSBA's discretion, these Lump Sum Prices will apply to the completion of each of the listed Phases. Proposed Lump Sum Prices will be considered by the MSBA as part of its determination of "Best Value" as outlined in Section III (A) (6) and as part of its evaluation of responses in Section V and Section V(B).

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 and refer to Massachusetts General Laws Chapter 70B, Chapter 208 of the Acts of 2004, and 963 CMR 2.00 *et seq.*

Pursuant to its enabling statute, the MSBA is required to conduct periodic surveys to understand the facilities conditions at public schools throughout the Commonwealth. An initial Needs Survey was completed in 2005: http://www.massschoolbuildings.org/sites/default/files/edit-contentfiles/Programs/Needs_Survey/Needs_Survey_Report_2005.pdf. A second Needs Survey was completed in 2010: http://www.massschoolbuildings.org/sites/default/files/edit-contentfiles/Programs/Needs_Survey/2010_Needs_Survey_Report.pdf. Any Respondents selected in response to this RFR will be expected to supplement, verify and update the information contained in the 2016 School Survey Final Report.

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.(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 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 will 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.
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.

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 the MSBA’s selection of a firm interested in assisting the MSBA in planning and conducting a School Survey. All dates are subject to modification by the MSBA with notice.

Issuance of RFR: **Monday, January 22, 2024**

Question Deadline (must be received by): **Thursday, February 8, 2024, 5:00 P.M. EST**

Responses to Questions Posted: **Thursday, February 23, 2024**

RFR Response Deadline: **Thursday, March 7, 2024, 3:00 P.M. EST**

Oral Presentations (if conducted): **The Week of March 22, 2024**

Award of the Contract: **June 26, 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 February 8, 2024. Responses to questions will be posted on or before February 23, 2024.

Siobhan Tolman, Procurement and Contracts Manager
ATTN: "MSBA-RFR-SchoolSurvey2025"
E-Mail Address: siobhan.tolman@massschoolbuildings.org

SECTION IV. RESPONSE REQUIREMENTS

A. Contents of the 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) Firm History: A description of each firm associated with the Respondent's team and their respective roles and history.
- 3) Professional Qualifications and Experience: A description of the professional qualifications and experience of the key personnel identified within the Management Team 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 for this project within the Management Team as well as proposed Project Teams. All Respondents must identify the individual(s) who will have primary responsibility for contact and communications with the MSBA. All Respondents must identify the individual(s) who will have primary responsibility for contact and communications with district and municipal personnel s. 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.
- 4) 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; how the Respondent will deploy Project Teams across the Commonwealth; how many schools the Project Teams can be expected to visit on a typical day; and, any other information relevant to the Respondent's ability to organize, manage, and complete the School Survey and Final Report no later than December 1, 2025. Also, all responses must include a table that describes the role of each member of your professional team that will be assigned to work on this project.
- 5) Knowledge of Relevant Massachusetts Regulations and Policies: A statement describing the Respondent's knowledge and understanding of Massachusetts building

codes, Massachusetts climate and resiliency goals, and relevant MSBA and DESE regulations and policies.

- 6) Cost Proposal - A detailed explanation of the firm's Cost Proposal for the provision of the services requested by this RFR. The Respondent's Cost Proposal must provide not-to-exceed Lump Sum Prices for professional service fees/labor and not-to-exceed Lump Sum Prices for any related expenses for each of the Phases identified in the Scope of Work (the Respondent may, at its option subdivide the identified Phases into sub-Phases for purposes of further defining its Cost Proposal). Subject to the MSBA's decision to revise a Respondent's Price, which decision is exclusively within the MSBA's discretion, these Lump Sum Prices will apply to the completion of each of the listed Phases. All responses also must include 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.). The proposed Lump Sum Prices for professional fees/labor and for any related expenses will be considered by the MSBA as part of its determination of "Best Value" as outlined in **Section III (A) (6)** and as part of its evaluation of responses in **Section V and Section V(B)**.
- 7) Statement of Limitations: Provide a statement clearly describing any limitations to the submitted Response (such as scope of proposed services, geography, etc.).
- 8) Business References: Respondents must identify three (3) client references for which the bidder has performed similar services as the services described in this RFR.
- 9) 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.*
- 10) Anti-Discrimination Policy: Each Respondent must include a detailed copy of its policy relative to affirmative action/equal opportunity and the prohibition of discriminatory employment practices.

- 11) Authorized Respondent’s Signature and Acceptance Form: If the Respondent is a corporation, partnership, or other business entity, complete **Attachment “A”** as indicated.
- 12) 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”)
- 13) 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 Relationship.
 - f. Certificate Statement Regarding Criminal Actions and Pending Litigation
 - g. Certification of Solvency
 - h. Certification of Good Standing and Licensure
 - i. Certification of Minimum Qualifications (if applicable)
 - j. Statement of Compliance with RFR Requirements
 - k. Statement of Confidentiality

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 **no later than Thursday, March 7, 2024, 3:00 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. Responses should not exceed 75MB 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 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 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 any contract that may result from this RFR will be from the date of contract execution by the parties through March 31, 2026. The MSBA, however, may, at its sole option, extend the term for a period of time necessary, as determined by the MSBA in its sole discretion, to complete the scope of work solicited in this RFR under the same terms and conditions (this sentence does not constitute an intent or agreement to extend the term of any contract or to waive any deadlines, schedules or the performance of any contract provisions set forth in this RFR or in any Master Services Agreement and associated Work Orders entered into by a Respondent).

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. 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 15 pages excluding the following:
 - Cover Letter
 - Approach to Providing Services
 - Table of Contents
 - Appendix for resumes
 - Cost Proposal
 - Anti-Discrimination Policy
 - Attachments A-H
- c) Submissions must be in a font of 12 point or larger.
- d) Responses must be delivered electronically to: 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" for deadline purposes.
- 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. 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 facilities assessment, data analysis and development of information technology systems and/or design, construction, and facilities management for K-12 schools. 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) 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.

a) Facilities Assessment

- i) Highly Advantageous (10 points): The Respondent has at least ten (10) years of experience performing facilities assessment 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.
- ii) Advantageous (5 points): The Respondent has at least five (5) years of experience performing facilities assessment 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.
- iii) Not Advantageous (0 points): The Respondent has fewer than five (5) years of experience performing facilities assessment 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

b) Educational Programming and School Design/Construction

- i) Highly Advantageous (5 points): The Respondent has at least ten (10) years of experience performing educational programming and 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.
 - ii) Advantageous (3 points): The Respondent has at least five (5) years of experience performing educational programming and 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.
 - iii) Not Advantageous (0 points): The Respondent has fewer than five (5) years of experience performing educational programming and 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
- c) Information Technology
 - i) Highly Advantageous (10 points): The Respondent has at least ten (10) years of experience providing flexible, compatible, and accurate technical solutions, including, but not limited to, data management and reporting options 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.
 - ii) Advantageous (5 points): The Respondent has at least five (5) years of experience providing flexible, compatible, and accurate technical solutions, including, but not limited to, data management and reporting options 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.
 - iii) Not Advantageous (0 points): The Respondent has fewer than five (5) years of experience providing flexible, compatible, and accurate technical solutions, including, but not limited to, data management and reporting options 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
- 3) Knowledge and Understanding of Massachusetts building codes, Massachusetts climate and resiliency goals, and MSBA and DESE regulations and policies regarding school design and construction. – To be evaluated as Highly Advantageous, Advantageous, or Not Advantageous based on the information provided in the Response regarding the firm’s history, qualifications statement, professional experience, and business references.
 - a) Highly Advantageous (10 points): The information presented in the firm’s Response demonstrates extensive knowledge and understanding of Massachusetts building codes, Massachusetts climate and resiliency goals, and MSBA and DESE regulations and policies regarding school design and construction, including all the following areas: accessibility, special education spaces, specialized teaching spaces, MA-CHPS and

LEEDS.

- b) Advantageous (5 points): The information presented in the firm's Response demonstrates satisfactory knowledge and understanding of Massachusetts building codes, Massachusetts climate and resiliency goals, and MSBA and DESE regulations and policies regarding school design and construction, including all the following areas: accessibility, special education spaces, specialized teaching spaces, MA-CHPS and LEEDS.
 - c) Not Advantageous (0 points): The information presented in the firm's Response demonstrates limited knowledge and understanding of Massachusetts building codes, Massachusetts climate and resiliency goals, and MSBA and DESE regulations and policies regarding school design and construction, including all the following areas: accessibility, special education spaces, specialized teaching spaces, MA-CHPS and LEEDS.
- 4) Professional Experience – To be evaluated as Highly Advantageous, Advantageous, or Not Advantageous based on the content in the Response regarding the firm's history, qualifications statement, professional experience, and business references; and resumes of individual team members.
- a) Highly Advantageous (15 points): The information presented in the firm's Response demonstrates extensive knowledge and understanding of facilities assessment, school design and construction, facilities maintenance, data analysis, and information technology.
 - b) Advantageous (8 points): The information presented in the firm's Response demonstrates satisfactory knowledge and understanding of facilities assessment, school design and construction, facilities maintenance, data analysis, and information technology.
 - c) Not advantageous (0 points): The information presented in the firm's Response demonstrates limited knowledge and understanding of facilities assessment, school design and construction, facilities maintenance, data analysis, and information technology.
- 5) 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.
- a) Highly Advantageous (15 points): The Respondent's experience and written approach to providing the services requested in this RFR demonstrate a clear, detailed and comprehensive understanding of MSBA's programs, guidelines, and previous surveys, and the proposed plan clearly addresses the Respondent's approach to meeting the objectives and timelines stated in the RFR and Attachments.

- b) Advantageous (8 points): The Respondent’s experience and written approach to providing the services requested in this RFR demonstrate a reasonable understanding of MSBA’s programs, guidelines, and previous surveys, and the proposed plan addresses the Respondent’s approach to meeting the objectives and timelines stated in the RFR and Attachments.
 - c) Not Advantageous (0 points): The Respondent’s experience and written approach to providing the services requested in this RFR do not demonstrate a reasonable understanding of the MSBA’s programs, guidelines, and previous surveys, and/or the proposed plan fails to clearly present the Respondent’s approach to meeting the objectives and timelines stated in the RFR and Attachments.
- 6) Capacity and Organizational Structure – To be evaluated as Highly Advantageous, Advantageous or Not Advantageous based on the professional experience and personnel depth indicated in the Response.
- a) 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.
 - b) 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.
 - c) 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.
- 7) 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.
- a) 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.
 - b) 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 Respondent from being awarded a contract if the Respondent is deemed to be the most advantageous to the MSBA after the complete evaluation process.

B. Price

- 1.) (0 to 10 Points). The MSBA will award between 0 and 10 points to each Respondent depending upon the overall value of the Cost Proposal as determined by the MSBA.

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.

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 will give notice of at least five (5) calendar days prior to the date of an virtual presentation. 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.

SECTION VI. COMPONENTS OF THE PROCUREMENT

A. DURATION AND RENEWAL OPTIONS

The MSBA intends to select a qualified Respondent to complete the services solicited in this RFR for a term beginning with execution of Master Services Agreement and extending through March 31, 2026. The MSBA may, at its sole option, extend the contract term for a period of time necessary, as determined by the MSBA in its sole discretion, to complete the services related to this RFR under the same terms and conditions (this sentence does not constitute an intent or agreement to extend the term of any contract or to waive any deadlines, schedules or the performance of any contract provisions set forth in this RFR or in any Master Services Agreement and associated Work Orders entered into by a Respondent).

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.

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. 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 26-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: Preliminary List of Schools to be Assessed
Attachment G: 2025 Draft Survey Questions
Attachment H: 2016 Facilities Condition Index, General Environment Scoring Rubric

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.

James MacDonald
Chief Executive Officer
Massachusetts School Building Authority

Mary L. Pichetti
Executive Director
Massachusetts School Building Authority