

Request for Responses

Massachusetts School Building Authority

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RFR File Number: MSBA-RFR-POEHD-2022

RFR Contact Person: Siobhan Tolman, Procurement and Contracts Specialist

SECTION I. SUMMARY

The Massachusetts School Building Authority (“MSBA”) is seeking Responses from architectural and/or engineering firms or individuals interested in providing professional (“House Doctor”) services to assist the MSBA in supporting and maintaining the MSBA’s Post Occupancy Evaluation Program in conjunction with previously funded MSBA public K-12 schools.

Subject to the provisions of SECTION VI(A), the MSBA may qualify a single Respondent or multiple Respondents for a period of two (2) years beginning January 1, 2023 and may subsequently award a single contract or multiple contracts to one or more of those qualified Respondents under this Request for Responses (“RFR”) during that two (2) year period.

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

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

The MSBA reserves the right to select more than one firm to perform work within the Scope of Services described in this RFR. The MSBA’s award of contract to a firm pursuant to this RFR, however, shall not be a guarantee of any particular amount of work or a particular division of the work described in the RFR. Contract award and the assignment of work to any particular firm shall be within the sole discretion of the MSBA.

A. OBJECTIVES

In September 2021, the MSBA launched a Post Occupancy Evaluation Program and visited several previously funded MSBA public K-12 schools occupied for a minimum of three years. As a result, the MSBA has spent the past year working with consultants, meeting with school district representatives, visiting schools, collecting and disseminating data, and preparing post occupancy reports. As the MSBA prepares to embark on the second year of the Authority's Post Occupancy Evaluation Program, it is anticipated that the firm(s) selected will provide professional ("House Doctor") services associated with supporting and maintaining implementation of this program in conjunction with previously funded MSBA public K-12 schools throughout the Commonwealth. The MSBA may qualify a single Respondent or multiple Respondents under this RFR and may award a single contract or multiple contracts to any qualified Respondent(s). The specific scope of services for each assignment is at the sole discretion of the MSBA.

B. SCOPE OF SERVICES

The MSBA anticipates that the scope of services for any selected firm(s) may include, but may not be limited to, the following:

- Periodic meetings with MSBA staff, via virtual and/or remote platforms, to review the status of current and upcoming work. Assume monthly and/or on a more frequent as-needed basis.
- Review of individual Post Occupancy Evaluation reports in an effort to provide comments/suggestions for potential improvement to the legibility, graphical presentation, and/or content of the report format. Assume review of reports for a minimum of three (3) buildings.
- Review data collected for individual buildings and provide comments/suggestions for improvement to the scope of collected data and to the format, efficiency and/or accuracy of the data collection methods. Assume review of data collected for a minimum of three (3) buildings.
- Advise and support MSBA staff in the ongoing development of a Post Occupancy Evaluation dashboard where information from building visits can be summarized for internal and public consumption. Potential tasks may include the following:
 - Assisting in updating and maintaining current summary dashboard.
 - Providing suggestions and/or modifications associated with enhancing legibility and how collected data can be most informative.
 - Providing guidance associated with further development of a summary dashboard and assist in identifying which areas should consist of interactive components.
 - Identifying industry trends related to evolving design, construction, and commissioning trades with the goal of maintaining relevancy of information shared and reported.
 - Providing guidance and/or participating in communicating the summary data to school district representatives, owner's project managers, designers, and other related fields.

- Advise and support MSBA’s development of baseline data against which post occupancy findings can be compared, including national and state averages, school building averages, MSBA-funded building averages, among others.
- Provide guidance on an as-needed basis associated with general post occupancy evaluation processes, data analysis, data reporting, and other related topics.

The MSBA anticipates that the scope of services for any selected firm(s) may also include special studies, such as, but not limited to, the following:

- Review the MSBA’s Post Occupancy Evaluation program to identify possible efficiencies and opportunities for improvement.
- Collaborate with MSBA staff to present post occupancy findings and lessons-learned to industry peers; format may include white papers, trade show presentations, and/or virtual presentations and/or seminars.

The MSBA notes that it considers “special studies” to be scope that is singular, i.e., these could occur once, rather than occurring as an ongoing effort.

C. FEES

The anticipated scope of services and fee for work order that is awarded to qualified Respondent(s) will be negotiated and will be performed on an hourly fee basis which may also include a “Not to Exceed” price. All Respondents must submit a proposed budget based on the potential tasks described above as understood by the Respondent and must submit a detailed explanation of the firm’s cost proposal for the provision of services for the Post Occupancy Evaluation House Doctor Services requested by this RFR. Respondents must provide a detailed spreadsheet that itemizes the type of fees or expenses expected to be incurred and the basis for the fee or expense (i.e., hourly rate, daily rate, flat fee, etc.). In addition, all Respondents should submit an hourly rate for each proposed team member for the potential tasks as described above. The final “Not-to-Exceed” price will be negotiated with the successful applicant once a completed work plan is established and approved by the MSBA. Proposed hourly rates and overall cost will be considered by the MSBA as part of its determination of “Best Value” as outlined in **Section III (A) (6) and Section V (B) (6)**.

Hourly Rates for Special Studies. Respondent must list the hourly rates that the Respondent will charge to complete any Special Studies that are ordered by the MSBA. Respondent should be advised that these Rates will be used by the MSBA as part of its Evaluation Process; however, the MSBA has the discretion to negotiate Revised Rates for any Special Study.

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.*

SECTION III. GENERAL INFORMATION

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

Respondents should receive an email confirming receipt of submission.

If Respondents do not receive a confirmation email, Respondents are encouraged to contact Siobhan Tolman at Siobhan.Tolman@MassSchoolBuildings.org 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. Respondents should notify in writing the contact person for this RFR in the event that the RFR appears incomplete or 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 executed between Respondent and the MSBA as a result of the RFR process.

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

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

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

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

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

lower costs or in a more cost effective or better value than was presented in the selected Respondent's or contractor's original Response.

7. **Costs.** The MSBA will not reimburse any individual or firm for any costs associated with the preparation or submittal of any Response to this RFR or for any travel and/or per diem incurred in any presentation of such Responses. Costs that are not specifically identified in the Respondent's submission 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 Forms and Terms 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 and for checking COMMBUYS and the MSBA's website for any addenda or modifications that are subsequently made to this RFR or attachments; for obtaining, reviewing and appropriately responding to any such addenda or modifications to the RFR or attachments; and for acknowledging the receipt of any addenda in the cover letter. The MSBA accepts no liability and will provide no accommodation to Respondents who fail to regularly check for, obtain, review, and appropriately respond to addenda or modifications to the RFR and attachments, and then submit inadequate or incorrect Responses. Respondents are advised to check the MSBA's website and COMMBUYS to ensure that they have the most recent RFR files. Respondents may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of this RFR, specifications, terms and conditions, which change the intent of this RFR are prohibited and may disqualify a Response.

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

12. Limit on Provision of Post Occupancy Evaluation Services

The selected respondent(s) will not participate in Post Occupancy Evaluations and/or components of Post Occupancy Evaluations for which the respondent(s) had direct involvement with the renovation and/or construction of projects being evaluated.

B. PROCUREMENT CALENDAR

The following is the tentative time schedule for the MSBA's selection of recognized architectural, engineering, and construction firms and individuals interested in providing professional ("House Doctor") services for the MSBA's Post Occupancy Evaluation program. All dates are subject to modification by the MSBA with notice.

Issuance of RFR: September 28, 2022

Question Deadline: October 11, 2022

Responses to Questions Posted: October 14, 2022

RFR Response Deadline: October 26, 2022 (12:00 PM)

Virtual Presentations: November 17-23, 2022

Award of the Contract: January 2023

Questions concerning this RFR must be submitted to the RFR contact person in writing via email only at the email address below. No telephone calls concerning this RFR are permitted. Questions must be received no later than 5:00 P.M. on October 11, 2022. Responses to questions will be posted on or before October 14, 2022.

Contact Person: Siobhan Tolman
Procurement and Contract Specialist
Attn: MSBA-RFR-POEHD-2022
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 (2) 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) Qualifications Statement: A statement of the team's qualifications and prior experience as a team providing the types of services requested in this RFR.

- 4) Professional Experience: A description of the professional experience of the key personnel who would be assigned to the MSBA for this project, including subcontractors and joint venturers, if applicable. All Responses also must include a resume and contact information for each of the key personnel who will be providing services to the MSBA. All Respondents also must 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.
- 5) 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. 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.
- 6) Statement of Limitations: Provide a statement clearly describing any limitations to the submitted Response (such as scope of proposed services, geography, etc.).
- 7) Business References: Respondents must identify three (3) client references for which the Respondent has performed similar services as the services described in this RFR.
- 8) 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.*
- 9) 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. **(All respondents must provide this document.)**
- 10) Authorized Respondent's Signature and Acceptance Form: If the Respondent is a corporation, partnership, or other business entity, complete **(Attachment "A")** as indicated.
- 11) 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")**.

12) **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. Statement of Compliance with RFR Requirements.
- j. 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 October 26, 2022 at 12 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 25MB in size.

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

- a) Responses should include the information and documents listed in Section IV, Item 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 interest with one or more of the firms responding. The MSBA reserves the right to amend or cancel this RFR at any time. All Responses and their contents will become the sole property of the MSBA upon receipt by it.
- d) The duration of any contract that may result from this RFR will be for two (2) years initially with an option to renew up to a two-year extension.

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.

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.

- a) Submissions must be limited to 10 pages excluding the following:
 - i. Cover Letter
 - ii. Appendix for resumes
 - iii. Anti-Discrimination Policy
 - iv. Attachments A-E
- b) Submissions must be in a font of 12 point or larger.
- c) Responses must be delivered electronically to:
Procurement@MassSchoolBuildings.org
- d) 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 Proposals. Proposals that are received after the deadline date and time shall be disqualified. A hard copy or facsimile Response will **not** qualify as a "submission"
- b) Nonresponsive Proposals. Proposals which are not responsive or which fail to comply with mandatory requirements of the RFR may be deemed nonresponsive and shall be disqualified. Nonresponsive proposals shall include, but not be limited to, those that fail to address or meet any mandatory item and those submitted in insufficient number. The MSBA reserves the right to disqualify from consideration those Responses that are submitted in an incorrect format if the

MSBA determines, in its sole discretion, that the formatting error is prejudicial to the interests of other Respondents and fair competition.

- c) Collusion. Collusion by two or more Respondents agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited and shall be grounds for rejection or disqualification of a proposal or termination of this contract.
- d) Debarred Respondents 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 Respondent's proposal is dependent upon the services of a named subcontractor and the disqualification of this named subcontractor would materially alter the proposal, then that proposal shall be deemed unresponsive if the named subcontractor is found to be debarred. Proposals that indicate that subcontractors will be used but do not rely on any specifically named subcontractor shall not be deemed unresponsive if the disqualification of a proposed subcontractor will not materially alter the proposal

SECTION V. EVALUATION PROCESS

The RFR Evaluation Process will be conducted in two phases. MSBA staff will complete the Phase One Review for all submitted Responses. The purpose of the Phase One Review is to eliminate any Respondents whose Responses are nonresponsive to the requirements of the RFR. Responses that are deemed to be complete and responsive based on the Phase One Review will be submitted to a committee of MSBA staff for additional review. The Phase Two Review will evaluate the Responses based on a point scoring process. The selection committee will make a recommendation of the qualified firms and/or individuals to the Executive Director of the MSBA and to the MSBA Board of Directors who will then accept or reject the recommendation. The MSBA reserves the right to require virtual presentations of Respondents as part of its review if the MSBA determines in its sole discretion that it is in the best interests to do so.

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

A. PHASE ONE REVIEW

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

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

B. PHASE TWO REVIEW

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

1. **Supplier Diversity** – “Advantageous” or “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 intent to develop a relationship with one or more businesses certified in the above-mentioned supplier diversity categories to perform the potential scope of services outlined in Section I.B of this RFR.

A rating of “Not Advantageous” associated with this component shall not prevent the MSBA from selecting Respondent(s) who otherwise demonstrate the knowledge, experience, and capacity to perform the potential scope of services outlined in Section I.B of this RFR. Respondents that do not complete “Attachment D” will not receive points under this section.

2. **Invest in Massachusetts** – “Advantageous” or “Not Advantageous”

Advantageous (5 points): Respondent provides an IMD Form certifying that 50% or more of the work hours to be performed in connection with any contract arising out of the response to this RFR will be performed in Massachusetts.

Not Advantageous (0 points): Respondent provides an IMD Form certifying that less than 50% of the work hours to be performed in connection with any contract arising out of the response to this RFR will be performed in Massachusetts.

A rating of “Not Advantageous” associated with this component shall not prevent the MSBA from selecting Respondent(s) who otherwise demonstrate the knowledge, experience, and capacity to perform the potential scope of services outlined in Section I.B of this RFR.

3. **Demonstrated Experience of the Respondent and the Respondent’s Key Personnel** – “Advantageous”, “Good”, “Fair”, or “Not Advantageous”

The MSBA will award a Respondent 0 to 30 points depending on the demonstrated combined experience of the Respondent and the Respondent’s Key Employees associated with collecting, analyzing, and reporting data associated with post occupancy evaluations and/or similar building and building systems evaluations and providing potential scope of services outlined in Section I.B of this RFR. (Please note that recent cumulative and related work may factor into MSBA’s evaluation.)

Advantageous (30 points): Response demonstrated substantial (more than 10 years) combined experience of the Respondent and the Respondent’s Key Employees associated with collecting, analyzing, and reporting data associated with post occupancy evaluations and/or similar building and building systems evaluations and providing services like the Scope of Work described in Section I.B of this RFR.

Good (20 points): Response demonstrated some (6 -10 years) combined experience of the Respondent and the Respondent’s Key Employees associated with collecting, analyzing, and reporting data associated with post occupancy evaluations and/or similar building and building systems evaluations and providing services like the Scope of Work described in Section I.B of this RFR.

Fair (10 points): Response demonstrated limited (3-5 years) combined experience of the Respondent and the Respondent’s Key Employees associated with collecting, analyzing, and reporting data associated with post occupancy evaluations and/or similar building and building systems evaluations and providing services like the Scope of Work described in Section I.B of this RFR.

Not Advantageous (0 points): Response demonstrated little (less than 3 years) combined experience of the Respondent and the Respondent’s Key Employees associated with collecting, analyzing, and reporting data associated with post occupancy evaluations and/or similar building and building systems evaluations and providing services like the Scope of Work described in Section I.B of this RFR.

4. **Capacity and Organizational Structure** – “Advantageous”, “Good”, or “Not Advantageous”

The MSBA will award a Respondent 0 to 30 points depending on the number, qualifications, and availability of key personnel associated with providing the services described in Section I.B of this RFR.

Advantageous (30 points): Based on the Respondent’s staff size, organizational chart, and the reported current and projected workload of its Key Personnel, the Respondent provides a high level of assurance that it will be able to deploy sufficient and qualified personnel to manage and support the projected workload that may arise as outlined in the potential Scope of Work described in Section I.B of this RFR in a timely and satisfactory manner.

Good (15 points): Based on the Respondent’s staff size, organizational chart, and the reported current and projected workload of its Key Personnel, the Respondent provides a reasonable level of assurance that it will be able to deploy sufficient and qualified personnel to manage and support the projected workload that may arise as outlined in the potential Scope of Work described in Section I.B of this RFR in a timely and satisfactory manner.

Not Advantageous (0 points): Based on the Respondent’s staff size, organizational chart, and the reported current and projected workload of its Key Personnel, the Respondent does not provide an adequate level of assurance that it will be able to deploy sufficient and qualified personnel to manage and support the projected workload that may arise as outlined in the potential Scope of Work described in Section I.B of this RFR in a timely and satisfactory manner.

5. **Proposed Overall Approach** – “Advantageous”, “Good”, or “Not Advantageous”

The MSBA will award a Respondent 0 to 30 points depending on the Respondent’s ability to clearly demonstrate an overall approach to meeting the Objectives stated in Section I.A and the Scope of Work described in Section I.B of this RFR.

Advantageous (30 points): The Respondent’s written approach to providing the potential services described in Section I.B of this RFR is substantial and the Respondent has provided a comprehensive understanding of the MSBA’s the grant program and the mission associated with MSBA’s Post Occupancy Evaluation Program.

Good (15 points): The Respondent’s written approach to providing the potential services described in Section I.B of this RFR is sufficient and the Respondent has provided a reasonable understanding of the MSBA’s the grant program and the mission associated with MSBA’s Post Occupancy Evaluation Program.

Not Advantageous (0 points): The Respondent’s written approach to providing the services requested in this RFR does not demonstrate a reasonable understanding of the MSBA’s approach to funding public school construction projects.

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

C. 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 either via “Zoom” or “Microsoft Teams”. Virtual presentations provide the MSBA with an opportunity to evaluate a Respondent through the presentation of their proposal. The MSBA may limit the number of virtual

presentations conducted. Respondents will not be informed of their preliminary ranking at the time of the presentations. After presentations the MSBA reserves the right to adjust any preliminary ranking in the 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 proposals followed by a 15-minute question and answer period. The MSBA will give notice of at least five (5) business days prior to the date of a virtual presentation. The MSBA may require the Respondent's assigned key personnel to conduct the 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 a virtual presentation may result in disqualification from further consideration.

SECTION VI. COMPONENTS OF THE PROCUREMENT

A. DURATION AND RENEWAL OPTIONS

The MSBA intends to select one or more qualified Respondents to provide the services solicited in this RFR for a two (2)-year term. The MSBA may, at its option, extend the term for up to two (2) additional years, under the same terms and conditions.

The selected Respondent(s) will be required to execute the standard Master Services Agreement, a copy of which is attached hereto as **Attachment "C"**. **RESPONDENTS ARE REQUIRED TO SPECIFY ANY EXCEPTIONS TO THE MASTER SERVICES AGREEMENT AND TO MAKE ANY SUGGESTED COUNTERPROPOSAL WITH THEIR RESPONSE. A FAILURE TO SPECIFY EXCEPTIONS AND/OR COUNTERPROPOSALS WILL BE DEEMED AN ACCEPTANCE OF THE MASTER SERVICES AGREEMENT'S TERMS AND CONDITIONS.**

B. CONTRACT PERFORMANCE AND BUSINESS SPECIFICATIONS

1. Rejection of Proposals

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

2. Withdrawn/Irrevocability of Responses

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

3. Subcontracting and Joint Ventures

Respondents must obtain prior approval from the MSBA for subcontracting any portion of the Contract. Respondent's intention to subcontract or partner or joint venture with

other firm(s) must be clearly stated in the Response. The MSBA reserves the right to reject any and all subcontracts, partners, or joint venture firms.

4. Price Limitation

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

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

The Respondents 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 16-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: MSBA Module 9 Post Occupancy Evaluation Guidelines

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.

John K. McCarthy
Executive Director
Massachusetts School Building Authority