

Request for Responses
Massachusetts School Building Authority

Telephone: (617) 720-4466

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

RFR File Name/Title: Request for Responses for Cloud-Based Financial Report Preparation Software

RFR File Number: MSBA-Financial Reporting26

RFR Contact Person: Anne Hudson, Legal Assistant

SECTION I. SUMMARY

The Massachusetts School Building Authority (“MSBA”) is seeking responses (“Responses” or a “Response”) to this Request for Responses (“RFR”) from individuals, corporations and other entities (collectively, “Providers”) who provide cloud-based Financial Report Preparation Software as a Service.

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

A. OBJECTIVES

It is the intent of this RFR to select a Provider of a cloud-based Financial Reporting Software solution that will enable the MSBA to prepare its annual financial statements and other required reports.

The MSBA’s primary objectives in considering this cloud-based solution include the following:

- The ability to prepare financial statements which conform to Governmental Accounting Standards and Generally Accepted Accounting Principles.
- Report functionality should include tables and charts embedded in a word or word type document.
- Upload of Excel Word, PDF, email and other files.
- Features such as ability to link information to and from a data source, Excel, PowerPoint or Word file to improve auditability.

- Ability to provide read-only access to external parties, ie., auditors and other state departments.
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B. SCOPE OF WORK

The Provider's System should, at a minimum, provide the following features:

1. Single-sign or multi-factor authentication capabilities
2. File import and export to Excel, Word and/or PDF
3. Change tracking and version history
4. User controls to provide user access to only allowed sections
5. Ability for multiple users to edit the document at same time
6. Functionality such as review notes, comments and assigning tasks with due dates to staff directly in the system
7. Ability to attach supporting documentation directly to amounts or numbers in reports or other Excel and Word files
8. Options to convert whole dollars to rounded amounts with words, for example to present \$149,550,000 as \$150 million.
9. Additional features that would enhance the overall tool and platform.

SECTION II. MSBA BACKGROUND

Chapter 208 of the Acts of 2004 (together with Chapter 70B of the Massachusetts General Laws, Section 35BB of Chapter 10 of the Massachusetts General Laws, and Chapter 210 of the Acts of 2004, each as amended from time to time, (the "Act") established the MSBA. 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 of Directors (BOD) 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. There are two (2) BOD Administrators.

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 should be met for a Response to be qualified as responsive. The MSBA reserves the right to determine whether a Response is non-responsive and to waive or permit cure of any and all 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.

All Responses must be submitted electronically through the Commonwealth's procurement website, COMMBUYS. Please see Section IV.(B.). of this RFR.

A. SPECIFICATIONS

1. **Respondent Communication.** All communication regarding this RFR must be **in writing** via email to the RFR Contact Person, Anne Hudson, Legal Assistant. Any Provider that intends to submit a Response is prohibited from contacting any employee of the MSBA or Member of the BOD other than the Contact Person regarding this RFR. **Failure to observe this rule may result in disqualification.** Furthermore, no other individual MSBA employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR and the MSBA shall not be bound by any such unauthorized provision of information or response. Respondents should notify in writing via email the Contact Person for this RFR in the event it is 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 hardships, 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 Demonstrations.** All materials, representations, and submissions made within the response and at demonstrations 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 demonstrations, 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 authority that interferes with fair competition or is a conflict of interest, and no relationship exists between the Respondent and another person or organization that constitutes a conflict of interest. No official or employee of the MSBA who exercises any function or responsibility in the review or approval

of the undertaking or carrying out of this project shall, prior to the completion of the project, voluntarily acquire any personal interest, either directly or indirectly, in this contract or proposed contract.

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

6. **Best Value Selection and Negotiation.** The MSBA intends to select the Response that demonstrates the “Best Value” overall, including proposed alternatives that will achieve the procurement goals of the MSBA. The MSBA and the selected Respondent may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected Respondent’s Response which results in lower costs or in a more cost effective or better value than was presented in the selected Respondent’s or contractor’s original Response.
7. **Costs.** The MSBA will not reimburse any Respondent 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 a 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 <https://www.commbuys.com/bsol>. 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.

Respondents may also contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-627-8283 or 617-720-3197 (during normal business hours, 8AM – 5PM Monday – Friday).

9. **Validity of Response.** Responses must remain in effect for at least 120 days from the submission deadline and thereafter until either the Respondent withdraws the Response in writing, a contract is executed with Respondent, or the procurement is canceled, whichever occurs first.
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 Respondent. All dates are subject to modification by the MSBA with notice.

Issuance of RFR: Monday August 25, 2025

Question Deadline: September 2, by 5:00 PM E.S.T.

Responses to Questions Posted: September 5, 2025

RFR Response Deadline: September 12, by 2:00 PM E.S.T.

Demonstrations: Week of October 6, 2025

Award of Contract: Anticipated October 2025

Questions concerning this RFR may be submitted to the RFR Contact Person in writing via email at the contact information below. No telephone calls concerning this RFR are permitted.

Anne Hudson, Legal Assistant
ATTN: MSBA-Financial Reporting 26
E-Mail Address: anne.hudson@massschoolbuildings.org

SECTION IV. RESPONSE REQUIREMENTS

A. Contents of the Response

All Responses to this RFR must include the following information and attachments,

1. Legal Requirements and Mandatory Attachments

- a) **Mandatory Cover Letter:** Each Response must be accompanied by a cover letter of not more than two pages. The letter, which shall be considered an integral

part of the submission, shall be signed by an individual who is authorized to bind the firm contractually, giving his or her title. The letter must acknowledge Addenda to the RFR, if any, and certify that all information contained in the Response is accurate and complete. Inaccurate or incomplete information may adversely affect the evaluation of the submission.

b) Qualifications and Experience:

- i. Product Functionality: Please provide written materials that detail the products and services that the Respondent will provide including the features, functionalities and capabilities of the product and support services. Please provide information on how and when those products and services will be provided. Please include the implementation services, plans and schedule.
 - ii. Ability to Execute: Please provide your plan for implementation and associated team, key performance indicators, and any applicable service level agreements. Respondents should include information on the complexity of implementation, stability of the latest version of the product, availability and commitment to staffing necessary resources in advance of the project kickoff.
 - iii. Service Support and Maintenance: Please provide information on the Respondents customer support and services including helpdesk availability, training, documentation, and any applicable service level options. The ability to provide service and current detailed system documentation are important considerations to the MSBA.
 - iv. Industry Experience: Please provide written materials that outline the history, size and professional experience of the Respondent. Please include professional qualifications of any staff who will be assigned to assist the MSBA. Provide experience with public entities either in Massachusetts or across the country.
 - v. Key Personnel: Please provide professional qualifications of the key personnel who will be assigned to assist the MSBA with the initial implementation and ongoing support services.
 - vi. Professional References: Please provide examples of projects and clients you have worked with on similar engagements. Please include contact information. The MSBA reserves the right to contact references.
- c) Cost Proposal: Please include a detailed breakdown of pricing, including any implementation, training, documentation, or other one-time or recurring fees. In addition, the Cost Proposal should include any associated costs for all user types licensing and/or tier use. Please include any additional costs associated with the software.

- d) 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.

e)

MANDATORY ATTACHMENTS:

NOTE: The following attachments should be completed and signed as noted except for the Master Services Agreement. RESPONDENTS ARE REQUIRED TO SPECIFY ANY EXCEPTIONS TO THE MASTER SERVICES AGREEMENT AND TO MAKE ANY SUGGESTED COUNTERPROPOSAL WITH THEIR RESPONSE.

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

- g) Mandatory Certifications: (an example of a comprehensive certification statement is attached as Attachment "B"):

- a) Certification of Compliance with Massachusetts Child Care Laws.
- b) Certification of Compliance with the Revenue Enforcement and Protection Program.
- c) Certification Regarding Companies Doing Business in Northern Ireland.
- d) Certification of Disclosure.
- e) Certification of No Conflicting 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.
- j) Certification of Compliance with RFR Requirements.
- k) Statement of Confidentiality.

- h) Master Services Agreement, Attachment C: The selected Respondent(s) will be required to execute the standard Master Services Agreement, a copy of which is attached hereto as Attachment "C." Respondents are required to specify any exceptions to the Master Services Agreement and to make any suggested counterproposal with their Response.

- i) Supplier Diversity Program Plan Form: The MSBA is committed to developing and strengthening Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Minority and Women Business Enterprise (M/WBE), Service-Disabled Veteran-Owned Business Enterprises (SDVOBE), Veteran Business Enterprises (VBE), Disability-Owned Business Enterprises, LGBT Business Enterprises, Minority Nonprofit Organizations (M/NPO), and Women Nonprofit Organizations (W/NPO), Minority and Women Non-Profit Organization (M/W/NPO), Disability-Owned Business Enterprise, or LGBT

Business Enterprise 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 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.

- j) Invest in Massachusetts Data Form: The MSBA encourages investment in our local economy and is committed to advancing the creation and preservation of jobs in the Commonwealth. Consequently, all Respondents must submit an Invest in Massachusetts Data Form ("IMD Form"). (Attachment "E").

2. Instructions for Submission

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 received after this deadline date and time will not be evaluated.

All Responses must be submitted electronically through the Commonwealth's procurement website, [COMMBUYS](#). Instructions on how to submit a Response are included as Attachment G, Creating a Quote in COMMBUYS: How to Respond to Bid Solicitation.

Respondents may also contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-627-8283 or 617-720-3197 (during normal business hours, 8AM – 5PM Monday – Friday).

Responses should not exceed 25MB in size. The MSBA will not accept ZIP files. Responses should be submitted in a PDF.

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

- a) Responses should include the information and documents listed in Section IV, Item 1 – "Contents of the Response."
- b) The MSBA reserves the right to request additional information from all or some of the Respondent(s).
- c) The MSBA reserves the right to reject any and all Responses to this request, to waive or permit cure of any non-material errors or omissions, to request clarification of information from any Respondent and to affect any agreement deemed by the MSBA to be in the MSBA's best interest with one of the Respondents. 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.

1. 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 electronically through the Commonwealth's procurement website, [COMMBUYS](https://www.commbuys.com).** Instructions on how to submit a Response are included as Attachment G, Creating a Quote in COMMBUYS: How to Respond to Bid Solicitation, to this RFR. 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.

Respondents may also contact the COMMBUYS Helpdesk at COMMBUYS@state.ma.us or the COMMBUYS Helpline at 1-888-627-8283 or 617-720-3197 (during normal business hours, 8AM – 5PM Monday – Friday).

- b) Submissions must be limited to 15 pages excluding the following:
- i. Cover Letter
 - ii. Table of Contents
 - iii. Cost Proposal
 - iv. Anti-Discrimination Policy
 - v. Attachments A-G
- c) Submissions must be in a font of 12 point or larger.
- d) **All Responses must be submitted electronically through the Commonwealth's procurement website, [COMMBUYS](https://www.commbuys.com).** Instructions on how to submit a Response are included as Attachment G, Creating a Quote in COMMBUYS: How to Respond to Bid Solicitation, to this RFR.
- 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.

2. Disqualification

- a) Late Responses. Responses that are received after the deadline date and time shall be disqualified. An electronic or facsimile Response will **not** qualify as a “submission” for deadline purposes in advance of or in lieu of a hard copy submission.
- b) Nonresponsive Responses. Responses that fail to comply with requirements of the RFR which are both mandatory and material shall be deemed nonresponsive and shall be disqualified. 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 Respondent’s Response is dependent upon the services of a named subcontractor and the disqualification of this named subcontractor would materially alter the proposal, then that Response shall be deemed nonresponsive 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 nonresponsive if the disqualification of a proposed subcontractor will not materially alter the Response.

SECTION V. EVALUATION PROCESS

The RFR Evaluation Process will be conducted in three (3) 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 any requirement of the RFR that is both mandatory and material. Responses that are deemed to be responsive based on the Phase One Review will be submitted to MSBA staff for the Phase Two Review. The Phase Two Review will be an evaluation of the information provided in the Response relevant to the evaluation criteria listed in this RFR and the proposed cost. The MSBA shall have the option to conduct the Phase Three Review which will be for product demonstrations.

Responses will be evaluated, and any award will be made upon a “best value” basis, as determined by the MSBA. Based on the Reviews, the MSBA staff intend to recommend to the Executive Director of the MSBA that the MSBA should enter into a contract with a Respondent. The Executive Director will accept or reject the recommendation.

(Phase One, Two and Three 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 with submission criteria, legal, and other requirements as described in Section IV of the RFR. Responses that do not comply with these components may be rejected and, if rejected, will not proceed to Phase Two Review. The MSBA reserves the right to waive or permit cure of any and all non-material errors or omissions.

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

B. PHASE TWO REVIEW

The MSBA will initially review and evaluate the Responses for the features, functionalities and capabilities of the Respondent's Products and Support Services. The MSBA will evaluate Responses based on criteria that shall include, but not be limited to, the following:

Evaluation of Response:

1. **Features, Functionality and Capabilities of the Product:** To be evaluated as Highly Advantageous, Advantageous and Not Advantageous based upon the information provided in the Response regarding the assessment of the strengths of the proposed product relative to the functional requirements of the MSBA as outlined in the scope of services in the RFR.

Highly Advantageous (60 Points): Respondent is able to meet the majority of the requirements listed in the RFR.

Advantageous (30 Points): Respondent is able to meet some of the requirements listed in the RFR.

Not Advantageous (0 Points): Respondent is not able to meet the requirements listed in the RFR.

2. **Ability to Execute:** To be evaluated as Highly Advantageous, Advantageous and Not Advantageous based upon information contained in the Response regarding the complexity of implementation, stability of the latest version of the product and commitment to staffing necessary resources in advance of the project kickoff.

Highly Advantageous (10 Points): Respondent provides a high-level implementation plan that is appropriately staffed and compatible with the strategy, objectives, methods, procedures, and schedules of the MSBA. Respondent demonstrates high quality of latest version of product and product stability.

Advantageous (5 Points): Respondent provides a satisfactory implementation plan that is staffed and compatible with the strategy, objectives, methods, procedures, and schedules of the MSBA. Respondent demonstrates satisfactory performance of latest version of product and product stability.

Not Advantageous (0 Points): Respondent does not provide an appropriate

implementation plan that is properly staffed and compatible with the strategy, objectives, methods, procedures, and schedules of the MSBA as described in the RFR.

3. **Service/Support and Maintenance:** To be evaluated as Highly Advantageous, Advantageous and Not Advantageous based upon information contained in the Response regarding customer support and services.

Highly Advantageous (10 Points): Respondent demonstrates a high level of customer support and services sought in this RFR. Respondent demonstrates that they are readily available and able to respond to client needs quickly and effectively with the ability to provide quick turnaround on time-sensitive matters.

Advantageous (5 Points): Respondent demonstrates a satisfactory level of customer support and services sought in this RFR.

Not Advantageous (0 Points): Respondent does not demonstrate a satisfactory level of customer support and services sought in this RFR.

4. **Industry Experience:** To be evaluated as Highly Advantageous, Advantageous and Not Advantageous based upon information contained in the Response regarding the firm's history, size, professional experience and business references.

Highly Advantageous (5 Points): Respondent clearly demonstrates a high level of experience in providing products and services similar to the services sought in this RFR.

Advantageous (3 Points): Respondent demonstrates some experience in providing products and services similar to the services sought in this RFR.

Not Advantageous (0 Points): Respondent does not demonstrate experience in providing products and services similar to the services sought in this RFR.

5. **Experience of Key Personnel:** To be evaluated as Highly Advantageous, Advantageous and Not Advantageous based upon information contained in the Response regarding the professional qualifications of the key personnel.

Highly Advantageous (5 Points): The Key Personnel assigned to the MSBA demonstrate a high level of experience in providing products and services similar to the services sought in this RFR.

Advantageous (3 Points): The Key Personnel assigned to the MSBA demonstrate some experience in providing products and services similar to the services sought in this RFR.

Not Advantageous (0 Points): The Key Personnel assigned to the MSBA do not demonstrate experience in providing products and services similar to the services sought in this RFR.

6. 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 ability to meet the needs specified in the RFR. Respondents do not have to complete Attachment D and those that do not complete Attachment D will not receive points under this section.

7. Invest in Massachusetts: To be evaluated as Advantageous and Not Advantageous based upon the percentage of workhours that will be performed in Massachusetts in connection with any contract arising out of its Response.

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

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

An evaluation of “Not Advantageous” on this component shall not prevent the Respondent from being awarded a contract if the Respondent demonstrates the ability to meet the needs specified in the RFR.

The order of these factors generally does not denote relative importance, and the MSBA reserves the right to consider any other relevant factors as it deems appropriate, in its sole discretion. The MSBA may or may not seek additional information from Respondents. The MSBA will determine which Response provides the overall “Best Value” to the MSBA based upon a comparison of Product Performance, Support Services and Price.

C. PHASE 3 – DEMONSTRATIONS

After Phase One and Phase Two reviews, the MSBA shall have the option to invite one or more Respondents to provide system demonstrations, which will be conducted via “Microsoft Teams” or a similar platform. These demonstrations will provide the MSBA with an

opportunity to evaluate a Respondent through the demonstration of their products' features, functionalities and capabilities. The MSBA will not reimburse any Respondent for any costs and expenses arising out of providing that demonstration. The MSBA may limit the number of demonstrations conducted. Respondents will not be informed of their preliminary ranking at the time of the demonstrations. After demonstrations 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 demonstrations. Respondents will be given a maximum of 45 minutes to present their demonstrations followed by a question-and-answer period. The MSBA will give notice of at least three (3) business days prior to the date of the demonstration. 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 demonstration may result in disqualification from further consideration.

SECTION VI. COMPONENTS OF THE PROCUREMENT

A. DURATION AND RENEWAL OPTIONS

The MSBA intends to select one Respondent to provide the services solicited in this RFR for a total of approximately five (5) years, with an initial one-year term with up to four (4) annual renewal options, at the MSBA's sole discretion, under the same terms and conditions for each annual option to renew. The MSBA may elect to extend the contract beyond a five-year term.

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 Respondent 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 Providers 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 15-page Request for Responses and the following Attachments:

- Attachment A: Authorized Respondent’s Signature and Acceptance Form
- Attachment B: Mandatory Certifications and Disclosures
- Attachment C: Master Services Agreement
- Attachment D: Supplier Diversity Program Plan Form
- Attachment E: Invest in Massachusetts Form
- Attachment F: Creating a Quote in COMMBUYS: How to Respond to Bid Solicitation

SECTION VIII. ADDITIONAL INFORMATION

It is recommended that Respondents refer to chapter 70B of the Massachusetts General Laws, chapters 201, 208, and 210 of the Massachusetts Acts of 2004, and 963 CMR 2.00 *et seq.* for additional information about the MSBA.

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

Mary L. Pichetti
Executive Director
Massachusetts School Building Authority