# Request for Response

# Office of the State Treasurer and Receiver General
# Classification, Compensation and Pay Equity Study

# RFR# TRE HR CCS2015

# Request for Response
# Office of the State Treasurer and Receiver-General

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| **RFR File Name/Title:** | Classification, Compensation and Pay Equity Study |
| **RFR File Number:** | TRE RFR HR CCS 2015 |

## I. SUMMARY AND PURPOSE

The Office of the State Treasurer and Receiver General (the "Treasury") is seeking a qualified consultant to conduct a Classification, Compensation and Pay Equity Study. The study will focus on all of the positions within the Treasury, except as may be expressly agreed to by Treasury management. The Treasury is looking to ensure that employees are properly classified and compensated and that pay inequities do not exist within the agency. The goal of the study is to review and validate the proposed classification system and compensation structure of the Treasury, to make recommendations for improvement where necessary; and identify instances where pay inequity exist. The key components of the study include:

- **Classification Review**
  Using the statewide classification system, review and validate assigned job classifications and describe any instances found where classifications are incorrect and propose new or corrected classifications. Develop new job specifications for new classifications and update existing job specifications. Present the final classification and listing showing the recommended allocation of each position.

- **Compensation**
  Review proposed organizational salary bands for each classification and propose recommendations that achieve internal equity and is competitive with the local labor market and other state agencies. Provide an explanation for any

recommended salary range adjustments and recommendations on how to implement. Provide a methodology for future salary band aging.

- **Pay Equity:**
  Analyze gender pay averages for like positions and tenure to determine if inequities are occurring; and identify areas where there are gaps in compensation. Make recommendations and develop a plan to achieve wage equality within the Treasury. Recommendations as to the most efficacious manner of correcting and remedying the inequity for each such instance should be identified in the plan.

The target date of the completion of the study is six (6) months from contract signing. The recommended solution should be cost effective and flexible to meet current and future needs of the Treasury.

**BACKGROUND**

The Treasury is responsible for managing the state's daily cash flows and state-issued debt. The Treasurer's office also administers the State Employees' Retirement System, the Deferred Compensation SMART Plan, Veterans' Bonus Program, and the Unclaimed Property Division, and oversees the Alcoholic Beverages Control Commission (ABCC) and the Massachusetts Clean Water Trust. Its mission is to prudently manage and safeguard the Commonwealth's public deposits and investments through sound business practices for the exclusive benefit of our citizens.

The Treasury is committed to creating an unprecedented level of transparency in its departments. Wage transparency helps to promote inclusiveness and ensure that compensation systems are fair. It is the belief of this Office that full exposure to compensation principles, as well as access to view salaries, will help employees to see their current and potential value to the organization as well as allow the organization to adjust salary inequities that may exist.

The Treasury is an equal opportunity/affirmative action employer and, as such is committed to the principle of equal pay in employment. The Treasury believes that its male and female workers should receive equal pay for like or comparable character or work on like or comparable operations; provided however, the variations in wages, benefits or other compensation shall not be prohibited when based upon a difference in seniority or when accounting for differences in skills and abilities. In an effort to achieve this balance the Treasury seeks to maintain a compensation system that remains transparent, based on objective criteria and free from bias.

The Treasury's Human Resources Department ("HR")is responsible for the administration of classification and compensation for employees of the Treasury. This project is a comprehensive study of positions, classifications and compensation within the Treasury for which a major result will be to achieve and maintain wage equality.

## CURRENT ORGANIZATIONAL OVERVIEW

The Treasury is made up of the following departments and entities:

**Administration:** Administration & Finance oversees the fiscal and administrative activities of the Treasury, including managing budget procedures, operating trusts and capital budgets.

**Cash Management**: Responsible for managing the Commonwealth's daily cash flows, which total more than $46 billion annually. Responsibilities include managing the states' banking needs, monthly local aid payments to municipalities, management of $8.4 billion short-term investment pool for the Commonwealth's working capital and the regular reconciliation of state agency bank accounts.

**Debt Management:** Responsible for managing the Commonwealth's short-term and long-term borrowing needs. Short-term borrowing is done through the sale of revenue anticipation notes and commercial paper (approximately $1 billion per year); long-term borrowing is done through the sale of Commonwealth bonds (approximately $2-$3 billion per year).

**Deferred Compensation:** The Commonwealth of Massachusetts Employees Deferred Compensation Plan, otherwise known as the "SMART Plan" is a retirement plan established under Internal Revenue Code Section 457. Participation is open to employees of the Commonwealth and of participating governmental entities, who, once an account is established, may make contributions on a before-tax or after-tax basis. Currently, the SMART Plan has over 260,000 Participants with over $7 Billion in assets.

**Economic Empowerment:** The Office of Economic Empowerment is a new department within the Treasury tasked with supporting, advocating, and facilitating policies that empower all Massachusetts residents. Its policy priorities include closing the gender wage gap, increasing access to financial education, improving college affordability, and investing in students studying STEM. The Economic Empowerment Trust Fund is under this department.

**Executive Staff:** Provides constituent service and support for the Treasurer. The communication director, press secretary, policy advisors, and chief of staff support and assist in the execution of the administration's goals and vision.

**Human Resources:** Responsible for implementing standards of accountability and employment and labor legal compliance. Seeks to balance the operation needs of the employer with the professional needs of the employee within the purview of public policy, state and federal laws.

**Information Technology:** Provides computer services through information technology to support the Treasury. The IT department is located in Boston and Chelsea.

**Internal Audit:** Independently evaluates the adequacy of the Treasury's internal controls. Collaborates with the Office of the State Auditor to conduct Treasury audits. Audit objectives seek to confirm sufficient internal controls exist and operations are conducted that limit risk and safeguard assets. Day-to-day operations consist of liaising with external auditors and other parties, maintaining policies, and addressing ad hoc requests from internal and external parties.

**Legal Department**: Acts as in-house counsel to the Treasurer and all Treasury departments. Responsibilities include but are not limited to advising and consulting with Treasury department heads and staff on a variety of legal issues, drafting legal memoranda, negotiating contracts, representing Treasury departments at administrative hearings and in Court, and writing policies.

**Massachusetts State Board of Retirement:** The State Retirement Board administers the retirement benefits of the Massachusetts State Employees' Retirement System ("MSERS"). The Board has offices in Boston and Springfield. The MSERS has more than 88,000 active members and supports more than 56,000 retirees & beneficiaries. The Board is comprised of five members and the Treasurer serves as the Chair of the Board.

**Unclaimed Property**: Protects the unclaimed assets belonging to the citizens of the Commonwealth. Under state unclaimed property laws, most financial assets that have been inactive for three years are reported to the division.

**Veterans Bonus:** The Treasurer administers a "Welcome Home" Bonus program for veterans of the armed services. The program provides bonus payments for veterans, service members, and their families for qualified service in the United States.

**OTHER TREASURY ENTITIES** (not to be included in the study)
**Alcoholic Beverages Control Commission:** Maintains oversight of the alcohol industry in Massachusetts, including manufacturing, importing, exporting, storing, transporting, and selling alcoholic beverages within Massachusetts.

**Massachusetts Clean Water Trust**: The Massachusetts Clean Water Trust provides subsidized loans to communities, local governmental units, and eligible private water suppliers through the Commonwealth's State Revolving Fund Loan Program as part of the state's ongoing effort to improve water quality throughout the Commonwealth.

**Massachusetts School Building Authority (MSBA)**: The Massachusetts School Building Authority is an independent public authority of which the Treasurer serves as Chair. Funded by a dedicated penny of the state's sales tax, the MSBA provides reimbursements to cities, towns and regional school districts to build and renovate eligible public K-12 facilities throughout the Commonwealth.

**Massachusetts State Lottery (Lottery):** The commissioners oversee and provide final approval of the types of games, the consumer prices of games, the prize structure of games, the methods of prize payment, and the licensing of agents. The Massachusetts

State Lottery provides local aid for all 351 cities and towns in the state. The Treasurer chairs the Lottery Commission.

**Pension Reserves Investment Management Board (PRIM)**: The nine-member PRIM Board, of which the Treasurer is Chair, manages the Pension Reserves Investment Trust (PRIT) Fund, a pooled fund which invests the assets of the various state and local retirement funds.

### CURRENT WORKFORCE

Within the Treasury there are approximately 192 employees in approximately 152 job classifications across various functional areas such as legal, finance, administration, education, information systems, treasury related services, human resources, governmental affairs, and security. The Treasury has chosen to use the statewide classification system as the foundation for its own classification system. The HR team has done a preliminary review of its positions and has slotted the majority of the 192 positions into approximately 25 statewide classifications; reducing the number of job classifications from 152 to approximately 25. New classifications will have to be created for several titles.
The Treasury seeks to enhance its job classification and compensation system and to assess wage equality within its department.

## II. GENERAL INFORMATION

To the maximum extent possible the Treasury is following the rules and regulations set forth in 801 Code of Massachusetts Regulations ("CMR") 21.00: Procurement of Commodities and Services in this RFR. All terms, conditions, requirements, and procedures included in this RFR must be met for a response to be qualified as responsive. A response that fails to meet any material term, condition, requirement or procedure of this RFR may be deemed unresponsive and disqualified. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. The Treasury reserves the right to modify, amend or cancel the terms of the RFR at any time. Unless otherwise specified, all communications, responses, and documentation regarding this RFR must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. Currency. All responses must be submitted in accordance with the specific terms of this RFR. No email or fax responses may be submitted in response to this RFR.

This RFR is in accordance with the World Trade Organization Government Procurement Agreement.

Copies of this RFR may be obtained electronically at COMMBUYS at **http://www.commbuys.com** & on the Treasury website at **http://www.mass.gov/treasury/about/procurements/**

ONLY THE COMMBUYS SITES WILL BE CONSIDERED THE OFFICIAL SITE FOR ANY DOCUMENTS OR INFORMATION RELATED TO THIS RFR. THE PROCUREMENT

MANAGEMENT TEAM RESERVES THE RIGHT TO MODIFY, AMEND OR CANCEL THE TERMS OF THIS RFR AT ANY TIME.

## III. RFR CALENDAR, INSTRUCTIONS & EVALUATION PROCESS

### A. RFR CALENDAR / TIMELINE

This section provides the anticipated timeline for the Treasury's RFR and vendor selection process with respect to the services sought herein. All dates are subject to modification by the Treasury at any time, with notice.

- Issuance of RFR — September 15, 2015
- Bidder Question Deadline — September 29, 2015 by 12:00 PM EDT
- Post Answers to Bidder Questions (http://www.commbuys.com and http://www.mass.gov/treasury/about/procurements) — October 6, 2015
- **RFR Bidder Submission Deadline — October 15, 2015 by 3:00 PM EDT**
- Interviews / Oral Presentations (At the option of PMT) (estimated schedule subject to change) — week of October 26th
- Approximate Notification of Apparent Successful Bidder — TBD

NOTE: Questions concerning the RFR must be submitted only to the RFR Contact Person in writing:

Jameel Moore
Procurement Analyst/ Associate General Counsel
Office of the State Treasurer and Receiver-General
ATTN: TRE RFR HR CCS 2015
One Ashburton Place, 12th Floor
Boston, Massachusetts 02108
E-mail Address: procurements@tre.state.ma.us

**Do not contact any other Treasury employee regarding this procurement.**

### B. RFR INSTRUCTIONS

1. **Response Submission.** The original, and five (5) USB memory sticks (or equivalent USB storage device) of the Bidder's response and attachments must be delivered to the Office of the State Treasurer and Receiver-General in

the same sealed package no later than **3:00 p.m. EDT on October 15, 2015. Do not include any cost information on the memory sticks.**

**THE COST PROPOSAL MAY BE SUBMITTED IN THE SAME PACKAGE AS THE REST OF THE RESPONSE, BUT MUST BE SUBMITTED UNDER SEPARATE COVER IN A SEPARATE SEALED ENVELOPE LABELED "COST PROPOSAL". DO NOT INCLUDE ANY COST PROPOSALS ANYWHERE IN THE ORIGINAL PROPOSAL OR ON THE MEMORY STICKS. FAILURE TO MEET THIS REQUIREMENT MAY RESULT IN DISQUALIFICATION OF THE BID.**

Responses and attachments received after this deadline date and time will not be evaluated. A facsimile or email response will not qualify as a "submission" for deadline purposes in advance of or in lieu of a hard copy submission. Facsimile and email responses will not be accepted.

**Responses and attachments should be delivered to:**

Jameel Moore
Procurement Analyst/ Associate General Counsel
Office of the State Treasurer and Receiver General
ATTN: TRE RFR HR CCS 2015
One Ashburton Place, 12th Floor
Boston, Massachusetts 02108

**Response Format.** Bidders are required to use the response template which can be downloaded from COMMBUYS (https://www.commbuys.com). Failure to follow these formatting requirements will result in the disqualification of the Bidder's response. The response template contains all required elements of a valid proposal response as indicated below:

a. Cover Letter
b. Executive Summary
c. Statement of Minimum Qualifications
d. Legal and Other Requirements
e. Representations and Warranties
f. Disclosure Statement
g. Phase Two Questionnaire
h. Mandatory Attachments
**i. Cost Proposal (separate envelope)**

2. **Cost Proposal. THE COST PROPOSAL MAY BE SUBMITTED IN THE SAME PACKAGE AS THE REST OF THE RESPONSE, BUT MUST BE SUBMITTED UNDER SEPARATE COVER IN A SEPARATE SEALED ENVELOPE LABELED "COST PROPOSAL".**

**FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN DISQUALIFICATION OF THE BID.**

**Please note that the Cost Proposal must have an original signature by a person authorized to bind the firm with respect to this RFR**. ***See*** **Response Template for the Cost Proposal submission format.**

3. **Response Provisions.** When responding to this RFR, Bidders should take note of the following provisions:

   a. The Treasury reserves the right to request additional information from Bidders responding to this request. Additionally, upon reviewing the responses the Treasury may decide to hold oral presentations/interviews and have firms make oral presentations/come in for interviews. Please see Section III. C (2) for more information regarding oral presentations.

   b. The Treasury 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 Bidder responding, and to effect any agreement deemed by the Treasury to be in the Commonwealth's best interest with one or more of the Bidders responding. The Treasury reserves the right to amend or cancel this RFR at any time.

   c. All responses and their contents will become the sole property of the Commonwealth /Treasury upon receipt by it and will not be returned to the Bidder.

   d. The Treasury will not reimburse any Bidder for any costs associated with the preparation or submittal of any response to this request or for any travel and/or per diem incurred in any presentation of such responses.

   e. The narrative response should address all items included in each section of the Technical Response.

   f. The written response (content) shall be limited to replies totaling **no more than 20 pages, printed front and back** (a total of 40 single sided page equivalents). Any response over this limit, excluding the requested mandatory attachments and exhibits may not be considered.

   g. All materials submitted to this RFR are subject to Public Records requests.

4. **Disqualification of Responses.** Reasons for disqualification of responses include, but are not limited to:

a. Late Proposals: Proposals that are received after the deadline date and time shall be automatically disqualified.

b. Nonresponsive Proposals: A response that fails to meet any material term, condition, requirement or procedure of this RFR may be deemed unresponsive and disqualified. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. Non-responsive proposals shall include, but not be limited to those, which fail to address or meet any mandatory item, and those submitted in insufficient number, or in incorrect format.

c. Collusion: Collusion by two or more Bidders 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. Bidders will be required to complete a "Certificate of Non-Collusion" as one of the mandatory attachments.

d. Debarred Bidders or Subcontractors: A Bidder who is currently subject to any Commonwealth or federal debarment order or determination, shall not be considered for evaluation by the PMT. If a Bidder's proposal is dependent upon the services of a named subcontractor and the disqualification of this named subcontractor would materially alter the proposal, then that proposal shall be deemed unresponsive if the named subcontractor is found to be debarred. 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.

## C. RFR EVALUATION PROCESS

1. **Evaluation Process.** The RFR Evaluation Process will be conducted in three phases. A review team consisting of staff from the Office of the State Treasurer and Receiver-General will complete the Phase One Review for all proposal submissions. The purpose of the Phase One Review is to cure or eliminate any bids that are nonresponsive to the requirements of the RFR. Bids that are deemed to be qualified based on the Phase One Review will be submitted to the PMT for additional review (Phase Two Review). Only after the completion of Phase Two will the sealed cost proposal(s) be opened and evaluated as a part of Phase Three. Prior to the final recommendation, the PMT may request a "Best and Final Offer" from some or all of the Bidders. The PMT will consider any Best and Final Offers made in a reevaluation of Phase Three. The PMT will make a recommendation to the State Treasurer and Receiver-General who will then accept or reject the recommendation. **Phase One, Phase Two, and Phase Three of this RFR will be evaluated separately. During all stages of the evaluation process, the PMT can seek clarification from**

**any bidder or bidders as appropriate. Additionally, the PMT can provide clarity to any question in the RFR or any cost matrix as it deems necessary.**

a. **Phase One Review:** Bidders' responses will be reviewed based on listed criteria and completeness of response, including mandatory attachments and compliance to submission criteria (refer to Section V: Phase One Requirements). Bids that do not comply with these components may be rejected and may not proceed to Phase Two Review. The Treasury reserves the right to waive or permit cure of non-material errors or omissions. Staff at the Treasury will conduct this portion of the review. Ensure that every Section of the Response Template is filled in per the Response Template checklist on page 2 of the Response Template, using the instructions in the Response Template and signed (in multiple places) as appropriate.

b. **Phase Two Review:** In this phase, proposals will be evaluated based upon the proven ability of the vendor to satisfy the requirements and qualifications necessary to perform the requested services. The Phase Two score will represent 80% of the final aggregate score:

- 10% Organization/Firm Profile
- 20% Program Management
- 60% Program Components/Assessment
- 5% – Invest in Massachusetts. All responsive Bidders/Proposers must submit with their bids an *Invest in Massachusetts Data Form* ("IMD Form"). (*See* Response Template page 25 "Invest in Massachusetts – Instructions" Attachment for further information.)
- 5% – Treasury Supplier Diversity Program (TSDP). The Office of the State Treasurer and Receiver-General requires all responsive Bidders to submit a *Treasury Supplier Diversity Program Plan Form* ("TSDP Plan Form") with its response. (*See* Response Template page 25 "Treasury Supplier Diversity Program Instructions" Attachment for further information on the TSDP Plan Form, and how this section will be scored).

c. **Phase Three Review:** Cost will be evaluated in relationship to the Phase Two Review and scoring of Bidders' responses. The Phase Two score will represent 80% and Cost will represent 20% of the Phase Three score in order to determine "best value". The successful bid will be determined based on the one that represents the "best value" overall and achieves the procurement goals. The PMT reserves the right to ask bidders for best and

final offer (BAFO) cost proposals and to clarify the original cost proposals submitted and to clarify any BAFO submitted.

- 80% – Phase Two Criteria. The total Phase Two score will represent 80% of the Phase Three score.

- 20% – Cost Proposal: cost will be evaluated based on the fee for services provided.

2. **Oral Presentations / Interviews.** After completion of Phase One and Phase Two but prior to Phase Three, the PMT shall have the option to invite all or some Bidders to make oral presentations/come in for interviews. Oral presentations/interviews provide the PMT with an opportunity to evaluate the Bidder through the presentation of their proposal. The PMT will make the decision on whether or not to have Bidders in for oral presentations/interviews. The decision to engage in oral interviews will solely be in the purview of the PMT. Based upon scores determined during the initial Phase II evaluations of firm's responses to the Phase II technical questions; it will be within the full discretion of the PMT to determine the cutoff for top scoring firms to move onto the oral interviews. Only firms that receive an invitation to participate in oral presentations/interviews will proceed to the Phase III cost evaluation. Firms not receiving an invitation to oral interviews will be eliminated. Bidders will not be informed of their rank at the time of the oral presentation/interview.

   Additionally, the PMT reserves the right to adjust any Phase II score following any Oral Presentation/Interview, and before proceeding on to Phase III.

   The time allotments and the format shall be the same for all oral presentations/interviews. The PMT will give the Bidder at least three (3) business days' prior notice regarding the date of an oral presentation/interview. The PMT may waive the location and medium requirements of an oral presentation/interview upon the written request of a Bidder due to special hardships, such as a Bidder with disabilities or limited resources. In these circumstances the PMT may conduct oral presentations through an alternative written or electronic medium (*e.g.*, telephone, videoconference, TTY or Internet). The PMT may require the Bidders assign key personnel to conduct the oral presentation/interview.

   A Bidder is limited to the presentation of material contained in its proposal, with the limited exception that a bidder may address specific questions posed by the PMT or provide clarification of information contained in its proposal. Any correction or modification of the proposal or the presentation of supplemental information shall be considered prejudicial to the interests of other bidders and fair competition and shall not be permitted. A Bidder's

attempt to submit such corrections, modifications or supplemental information during an oral presentation may subject the Bidder's proposal to disqualification. A Bidder's failure to agree to an oral presentation may result in disqualification from further consideration. Oral presentations may be recorded by the Treasury as a matter of public record. All materials presented at the Oral presentations become part of the Bidder's official response to this RFR.

3. **On-Site Visits (Optional).** The PMT reserves the right to conduct on-site inspections of any or all Bidder locations at any time prior to the awarding of this contract to verify the Bidder's ability to perform the services required. The PMT shall schedule the time of these site visits and shall provide notice of at least three (3) business days before a visit. Failure to agree to a site visit may result in disqualification of a Bidder's proposal. Only those firms that were evaluated in Phase II and were invited for an oral presentation / interview will be the subject of an on-site inspection, in the event the PMT elects to conduct such an on-site inspection.

4. **Award.** The Treasury shall make an award in writing for the selected bidder. Award of the contract will be announced upon successful execution of the contract. All bidders submitting proposals will be advised.

## IV. SPECIFICATIONS, REQUIREMENTS & COMPONENTS

**By submitting a Response to the RFR, the Bidder agrees to comply with all of the RFR required specifications, components and requirements listed below in Sections A & B:**

### A. RFR REQUIRED SPECIFICATIONS

1. **Alternatives.** A response which fails to meet any material term or condition of the RFR, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders should submit responses proposing alternatives that provide equivalent, better or more cost-effective performance than achievable under the stated RFR specifications. These alternatives may include related services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The Treasury will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the Treasury.

2. **Best Value Selection and Negotiation.** The PMT and/or the Treasury may select the response(s) that demonstrates the "Best Value" overall.

3. **Bidder Communication.** Bidders are prohibited from communicating directly with any employees of the Treasury or any member of the PMT regarding this RFR and may be disqualified for doing so at the determination of the PMT, except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may communicate with the contact person for this RFR in the event this RFR is incomplete or the Bidder is having trouble obtaining any required attachments electronically through COMMBUYS (https://www.commbuys.com).

4. **Brand Name or Equal.** Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any service. The Treasury will consider clearly identified offers of substantially equivalent services submitted in response to such reference.

5. **COMMBUYS Market Center.** COMMBUYS is the official source of information for this RFR and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are all components of the RFR, as referenced in COMMBUYS, and are incorporated into the RFR and any resulting contract.

   Bidders are solely responsible for obtaining all information distributed for this RFR via COMMBUYS. RFR Q&A supports Bidder submission of written questions associated with a RFR and publication of official answers.

   It is each Bidder's responsibility to check COMMBUYS for:
   - Any amendments, addenda or modifications to this RFR, and
   - Any RFR Q&A records related to this RFR.

   The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a response based on an out-of-date RFR or on information received from a source other than COMMBUYS.

   Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, its specifications, or terms and conditions, which change the intent of this RFR are prohibited and may disqualify a response.

6. **COMMBUYS Subscription.** Bidders may elect to obtain a free COMMBUYS Seller subscription which provides value-added features,

including automated email notification associated with postings and modifications to COMMBUYS records.

All Bidders submitting a response to this RFR agree that, if awarded a contract: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; (4) and in the event the Commonwealth adopts an alternate market center system, successful Bidders will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which bidders must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the COMMBUYS Resource Center.

7. **Conflict of Interest.** Prior to award of any contract, the Bidder/Vendor shall certify in writing to the procuring agency that no relationship exists between the Bidder/Vendor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Bidder/Vendor and another person or organization that constitutes a conflict of interest with respect to a state contract. No official or employee of the Commonwealth 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 Bidder 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 Bidder shall also provide assurances that no person having any such known interests shall be employed during the performance of this contract.

8. **Costs.** Costs that are not specifically identified and defined in the Bidder's response, and accepted by the Treasury as part of a Contract, will not be compensated under any Contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.

9. **Electronic Communication/Update of Bidder's/Contractor's Contact Information.** It is the responsibility of the prospective Bidder and awarded

Contractor to keep current the e-mail address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that e-mail inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective Bidder's/awarded Contractor's designated e-mail address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network or Internet service provider (ISP) cause e-mail communications sent to/from the prospective Bidder/awarded Contractor and the PMT to be lost or rejected by any means including e-mail or spam filtering.

10. **Environmental Response Submission Compliance.** In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:
    - All copies should be printed double sided.
    - All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e., paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
    - Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three ringed binders, glued materials, paper clips, and staples are acceptable.
    - Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
    - Bidders are encouraged to use other products that contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
    - Unnecessary samples, attachments, or documents not specifically asked for should not be submitted.

11. **Estimated Provisions.** The Treasury makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates and/or past or current procurement volumes referenced in this RFR are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

12. **Minimum Bid Duration.** Bidder responses/bids made in response to this RFR must remain in effect for 120 days from the date of bid submission.

13. **Public Records.** All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, Massachusetts General Laws ("M.G.L."), Chapter 66, Section 10, and Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes will be disregarded. Bidders are advised that all proposals are deemed sealed, and therefore their contents will be treated as confidential and will not be disclosed to competing Bidders until the evaluation process has been completed, the contract has been awarded and negotiations are finalized.

14. **Reasonable Accommodation.** Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the RFR contact person. Requests for accommodation will be addressed on a case-by-case basis. A Bidder requesting accommodation must submit a written statement which describes the Bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

15. **Restriction on the Use of the Commonwealth Seal.** Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or in any subsequent marketing materials if they are awarded a contract. Use of the Coat of Arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

16. **Prohibition Against Selling or Distributing Information.** Any Bidder 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 Commonwealth of Massachusetts employee names, telephone numbers, email addresses or mailing addresses.

17. **Acknowledgement of Understanding of Terms.** By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFR, including all forms and attachments hereto, and has fully informed itself as to all existing conditions and limitations.

## B. COMPONENTS OF PROCUREMENT

1. **Duration and Renewal Options.** The Treasury intends to enter into a one (1) year contract with the selected Bidder(s) for the services solicited in this RFR. The Treasury may, at its option, extend the contract for additional periods, up to but not beyond a period of two (2) years from the effective date of the contract, under the same or better terms and conditions as negotiated if deemed in the best interest of the Commonwealth. Bidders who offer price

guarantees for the life of the contract will be held to that offer or such better terms as are negotiated.

2. **Acquisition Method.**

- ❑ Outright Purchase
- ❑ License
- ✓ Fee for Service
- ❑ Tax-exempt Lease Purchase
- ❑ Term Lease
- ❑ Lease Purchase
- ❑ Rental (not to exceed 6 months)
- ❑ Other (specify)

3. **Single or Multiple Contracts.** The Treasury reserves the right to award the contract to a single vendor or multiple vendors, in the best interest of the Office of the State Treasurer and Receiver-General. The Bidder must agree to cooperate with such other Bidders, and must not commit or permit any act that may interfere with the performance of work by any other Bidder.

4. **Contract Guidelines.** (Those that apply are checked.)

- ❑ Only the Office of the State Treasurer and Receiver-General may contract under this RFR
- ❑ Option to allow other Departments/political subdivisions to contract under RFR
- ❑ Statewide Contract
- ✓ Multi-Treasury User Contract
- ❑ Pre-Qualification List

5. **Contract Work.**

a. Should the Vendor fail to furnish any item or items, or fail to complete the required work included in the contract in an acceptable timeframe, the Treasury reserves the right to withdraw such items or required work from the operation of the contract without incurring further liabilities on the part of the Treasury. The Treasury reserves the right to have the worked performed by another vendor.

b. If the Treasury finds that the Vendor has made errors in completed project deliverables such that the deliverable is not accepted by the Treasury in accordance with the criteria specified, the Vendor shall make such revisions as necessary. The Vendor shall correct the errors so that the deliverables are acceptable to the Treasury. The errors shall be corrected without cost to the Treasury.

c. If the Treasury and Vendor agree that any work not identified or reasonably envisioned in the original scope of work, but integral to this project needs to be performed, a proposal shall be prepared by the Vendor.

The cost of the additional work shall not exceed the cost model used for the Vendor's accepted proposal for this project, and must be agreed to by the Treasury. The contract shall be amended to include the proposal and the Treasury's acceptance.

## 6. Contract Performance and Additional Business Specifications.

a. **Evaluation and Selection of Contractor.** The Treasury shall have sole authority to evaluate and make the final selection of Bidder(s) for contract negotiation(s) pursuant to this RFR. The selection will be made after evaluation of both technical and cost proposals by the PMT and final approval by the State Treasurer and Receiver-General.

b. **Change in Terms.** The Treasury reserves the right to modify the specifications identified in the RFR at any time prior to the closing date. The Treasury reserves the right to negotiate with the selected Bidder(s) as to any element of cost or performance, including without limitation, elements identified in the RFR and/or the selected Bidder's response in order to achieve the best value for the Commonwealth. The Treasury reserves the right to request from any Bidder a "best and final offer" as to the Bidder's proposal or cost proposal.

c. **Termination or Suspension.** Vendor/Contractor's services may be terminated or suspended from the Treasury's contract for various reasons, including but not limited to poor performance, failure to perform, fraud, loss of key personnel assigned to the product, or other cause immediately upon written notice by the Treasury. Vendors/contractors may be terminated from the contract without cause upon thirty (30) days prior written notice. The Vendor/Contractor may not terminate the contract or performance thereunder except upon a minimum of 180 days written notice to the Treasury. Other terms regarding contract termination are subject to negotiation between the selected Bidder(s) and the Treasury.

d. **Permits and Compliance.** The Vendor/Contractor shall procure and pay for all permits, licenses and approvals necessary to perform the services solicited in this RFR. The Vendor/Contractor shall comply with all applicable laws, ordinances, rules, orders and regulations related to the performance of the services solicited. The Treasury may, at its option, request documentation evidencing the Vendor/Contractor's compliance.

e. **Payment Terms.** Payments will be authorized upon completion of pre-approved project milestones. The Treasury must concur and certify satisfaction of each milestone prior to payment authorization. Procurement of any goods, services or documents not specifically listed in the contract shall require prior written approval from the Treasury. All costs are subject to audit.

f. **Access to Records.** The Vendor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this contract an make such materials available at its offices at all reasonable times during the period of this contract and for a minimum period of three years after final payment by the Treasury and shall make the material available upon request for inspection and audit by the Treasury. The Vendor is required to comply with all reasonable requests and supply information and documentation pertaining to this project to Treasury authorized auditors.

g. **Warranties.** The Vendor shall warrant each deliverable for a period of 180 days after each system component is implemented and accepted. During this initial warranty period, the Vendor shall be responsible for correcting any defects causing any portion of the system to be inoperable or any defects resulting in inaccurate results produced by the system, when the system is used in accordance with the product documentation provided by the firm and without extraordinary actions on the part of the Treasury or its users. Such defects shall be localized and reproducible upon demand and if found to be contained in the system delivered by the Vendor shall be corrected to the satisfaction of the Treasury at no cost to the Treasury.

h. **Rejection of Proposals.** The Treasury reserves the right to reject any and all proposals submitted under this solicitation.

i. **Fees Subject to Office of the State Treasurer and Receiver-General Signatory Authorization.** All fees must be approved by the State Treasurer and Receiver-General or her designee and are subject to verification of performance.

j. **Confidentiality Policy Regarding Bidder's Support Staff and/or Vendors.** The Treasury may require Bidders' support staff or outside vendors to sign a confidentiality agreement for the confidential information to which they will have access.

k. **Subcontracting Policies.** Prior approval of the Treasury is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

l. **Concurrent Contracts Running (Renewals and Transitions).** The Treasury shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year or if satisfactory performance by the contractor does not ensue. The Treasury will also have the right to sole

discretion in exercising an option to renew, which will not be subject to contractor acceptance or agreement. Any assistance required for this transition must be provided in a smooth and timely manner. If at any time the contract is canceled, terminated or expires, and a contract is subsequently executed with a firm other than the contractor, the contractor has the affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor.

m. **Pricing: Price Limitation:** The Bidder must agree that no other state or public entity customer within the United States of similar size and with 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 Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.

n. **Submission of Proposal Materials and Oral Presentation.** All materials, representations and submissions made within the proposal and at the oral presentation are subject to becoming part of the contract binding the selected Bidder to uphold the materials, representations and submissions made by the selected Bidder within the proposal and at the oral presentations.

o. **Fiduciary Status of the Consultant; Chapter 268A.** With respect to the performance of its duties and responsibilities hereunder, if awarded the contract, the Bidder/Consultant/contractor/firm acknowledges that it is a fiduciary, and that the Bidder/Consultant/contractor/firm will discharge its duties and responsibilities under this Agreement in accordance with the fiduciary standards of conduct and other requirements as they apply to the Bidder/Consultant/contractor/firm. The Bidder/Consultant/contractor/firm is advised of the existence of Massachusetts General Laws, Chapter 268A (the Massachusetts "Conflict of Interest" statute), and is required to act and perform its duties in accordance with such provisions.

# V. PHASE ONE REQUIREMENTS

Compliance with all criteria listed below is **mandatory** in order for a bid to be accepted for further review. Lack of compliance with the Phase One criteria may disqualify the Bidder. Phase One of Bidder's response should demonstrate compliance with each of the conditions qualifying an institution to propose as outlined below.

## A. MINIMUM QUALIFICATIONS

Bidders submitting Proposals must meet the minimum qualifications identified in the Response Template page 7 to be given further consideration in the Treasury's search. Failure of a Bidder to meet the minimum qualifications applicable to this RFR may result in immediate rejection. Check each minimum qualification that your company meets. If your company meets the qualification (by checking the box), state your basis for an affirmative assertion. **Please be advised that Bidders are requested to specifically describe how the Bidder meets the minimum qualifications.**

### B. LEGAL AND OTHER REQUIREMENTS

As required in the Response Template pages 8-9.

### C. MANDATORY ATTACHMENTS AND ENCLOSURES

Phase One of the Bidder's response shall include the completed mandatory attachments listed in the Response Template. The Response template can also be found on COMMBUYS with this RFR. All mandatory attachments should be signed by an individual with the authority to bind the Firm, and the "originals" should have an original signature in blue ink.

## VI. SCOPE OF SERVICES & PHASE TWO QUESTIONNAIRES

### A. SCOPE OF SERVICES

The Treasury has developed the following Scope of Services. The services may not be exhaustive and are subject to change during the course of the engagement. Additional activities and tasks may fall within the scope of this study and may require change orders and adjustments to the cost. To the extent that a Consultant believes additional tasks are necessary or the tasks below are not necessary, the Consultant should propose a program that the Consultant believes is necessary to complete the objectives outlined in this RFR. The Consultant should identify the appropriate order and time frames in which each task can be completed.

The Consultant will facilitate a strategic planning meeting with HR and the Executive Office to discuss data collection methods, project plan, timeline, and deadlines. The Consultant will provide bi-weekly status updates to the Director of HR, or designee via email, conference call, or in-person as necessary. Following the delivery of the draft report described below, the consultant shall assist the Treasury with reviewing the report, considering options and producing its final report and recommendations.

The target date of the completion of the study is six (6) months from contract signing. The recommended solution should be cost effective and flexible to meet current and future needs of the Treasury.

**Part I – ASSESSMENT**

Job Analysis

a. The Consultant may collect position description questionnaires from the incumbent and incumbent's supervisor; and may conduct follow-up interviews and/or desk audits as necessary to clarify the information collected.
b. The Consultant will analyze the information collected in the questionnaires, supervisor's feedback, and interviews to determine whether or not each incumbent is appropriately classified. The analysis will identify the specific duties found to be within or outside the scope of the assigned classification.
c. The Consultant will review all existing classifications and recommend a Treasury classification structure that aligns with current business needs. This will include the amendment of existing classifications, and/or creating new classifications as necessary.

Job Documentation

a. The Consultant will amend existing and/or draft new classification specifications as necessary.

Job Evaluation

a. The Consultant will facilitate a meeting with HR and/or the Executive Office to recommend a job evaluation methodology.
b. The Consultant will utilize the agreed upon methodology to determine the relative internal value of each classification, so that a fair and equitable compensation structure can be established.
c. The Consultant will provide HR staff with training and written materials, which explain the application of the Consultant's job evaluation methodology.

Compensation Review

a. The Consultant will review and evaluate current pay band structure, and make recommendations for changes where necessary.
b. The Consultant will recommend a salary range for any newly created classifications, including recommendations on appropriate range spread and overlap.
c. The Consultant will identify problem areas within the internal compensation system, and propose implementation methods to correct identified problems.
d. The Consultant will collect data and analyze current pay within the local labor market and other state agencies to determine if the Treasury leads, matches or lags the market based on the Treasury's compensation philosophy.

Pay Equity Study

a. The Consultant will conduct a pay equity analysis based on comparability and likeness of position qualifications and responsibilities to make sure that the pay to employees is fair without regard to race, gender or other conditions other than job value, seniority, skill and ability.
b. The Consultant will identify areas where there are gaps in compensation and provide recommendations on pay equity strategies.
c. The Consultant will develop guidelines to ensure pay equity.

**Part 2 – RECOMMENDATIONS**

The Consultant will prepare a draft report of all classification, compensation and pay equity findings, including identification of areas where there are inconsistencies, or gaps in classifications or compensation, recommendations and implementation strategies. The Consultant will facilitate a meeting with HR and the Executive Office to discuss the draft report. The consultant will then update and finalize the report based on discussions with the Treasury. There will be an Executive Summary within the Final Report to the Treasurer. The final report will be presented to the Treasurer and stakeholder Treasury departments.

## B. PHASE TWO QUESTIONNAIRES

Bidder's responses must conform both in substance and order to the format instructions. Forms defined in this RFR and on COMMBUYS may not be altered in any way.

See Response Template pages13-16.

## Attachment B

## COST PROPOSAL

Please see Response Template pages27-31.