Request for Proposals

Merrimack Valley Small Business Technical Assistance Program

Proposal Due Date: April 2, 2021, 11:30 A.M.

Merrimack Valley Planning Commission
Theresa Park, Executive Director
160 Main Street
Haverhill, MA 01830

I. General Information and Proposal Submission Requirements

A. Pursuant to M.G.L. Chapter 30B, Merrimack Valley Planning Commission is soliciting proposals from qualified consultants to develop a Small Business Technical Assistance Program. The twelve-month project will encompass five tasks: Identify and meet with organizations close to the small business community to publicize the program, encourage small businesses to apply and develop social media content used to advertise the project; collect business applications and with the MVPC select businesses which will be served; conduct a needs assessment for nominated businesses to determine what services a business requires or wants; provide participating business owners with required services and maintain detailed records on the work conducted through each task as well as develop metrics for determining program success.

B. The Merrimack Valley Economic Development District includes: Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, and West Newbury.

C. The MVPC will host a virtual pre-bid meeting on Monday, March 15, 2021 at 10:30 am via Zoom Meeting, https://zoom.us/j/96335274024, Meeting ID: 963 3527 4024 to answer any questions about Small Business Technical Assistance Program and this RFP.

D. Proposals are to be submitted by 11:30 a.m., April 2, 2021, at which time they will be publicly opened. Postmarks will not be considered. Proposals submitted in any other form, including email and facsimile, will not be accepted as valid proposals. Based on Governor Baker's declared state of emergency, in-person bid openings are not required at the present time to satisfy Chapter 30B. The MVPC will livestream a virtual bid opening via GoToMeeting at 11:30 a.m., Friday, April 2, 2021. The virtual bid opening details will be posted on the MVPC website, www.mvpc.org.

E. Envelopes containing sealed proposals will be accepted by the Merrimack Valley Planning Commission, 160 Main Street, Haverhill MA 01830 until the time indicated. M.G.L. Chapter 30B requires that Price Proposals must be separate from Technical Proposals. Therefore, please make no reference to pricing in the Technical Proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Bidder to ensure that the proposal arrives on time at the designated place. Four (4) separate sealed envelopes, three (3) containing the Technical Proposal marked "Firm's Name - Technical Proposal" and one (1) containing the Price Proposal marked "Firm's Name - Price Proposal". In addition, each Proposer will include within the Technical Proposal one electronic version of the Technical and Price Proposals on a Flash Drive.

F. The MVPC endeavors to expedite the award and execution of the contract documents. A selection committee will review and rate the proposals and may select most qualified teams for final interviews prior to making recommendation for Contract award. It is the intent of the MVPC to award a Contract within thirty (30) calendar days after final award decision has been made.

G. If any changes are made to the Request for Proposals (RFP), an addendum will be issued. Addenda will be mailed, faxed, or emailed to all Proposers on record as having picked up/downloaded the RFP. Proposers shall be responsible for ensuring that all addenda are in receipt prior to proposal deadline. The MVPC will require acknowledgement of any addenda issued to be included on the proposal form.

H. Questions concerning this proposal must be submitted in writing to Nate Robertson, MVPC Community and Economic Development Planner, Nrobertson@mvpc.org before 5:00 pm, March 17, 2021. Questions may be mailed or emailed. Written responses will be emailed and posted on the MVPC and COMM Buys websites.

I. After the proposal opening, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the MVPC or fair competition. Minor informalities will be waived, or the Proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Proposer will be notified in writing.

J. The MVPC may cancel this RFP or reject in whole or in part any and all proposals, if the MVPC determines that the cancellation or rejection serves the best interests of the MVPC.

K. All proposals submitted in response to this RFP must remain firm for sixty (60) days following the proposal opening.

L. A proposal must be signed as follows: 1) if the Proposer is an individual, by her/him personally; 2) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer.

II. Rule for Award

The MVPC shall award contract(s) to the most advantageous Proposer(s) taking into consideration the price and technical proposals. MVPC may enter into contract agreements with multiple firms.

III. Contract Term:

A. The term of the contract will be from May 1, 2021 through May 1, 2022.

B. No minimum or maximum amount of work is guaranteed under any contract(s) resulting from this solicitation. MVPC reserves the right to decide which of the selected firms will be chosen to perform any of the contracted tasks.

IV. Additional Contract Terms & Conditions

A. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

B. Purchases of goods and services by the MVPC are exempt from the payment of Federal excise taxes and the Massachusetts sales tax, and any such taxes must not be included in the price computations.

C. The successful Proposer(s) will not be permitted to assign or underlet the contract, nor assign either legal or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the MVPC.

D. Verbal orders are not binding on the MVPC and work done without formal Purchase Order or Contract are at the risk of the Proposer and may result in an unenforceable claim.

E. All words, signatures and figures submitted on the proposal shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low amounts for any item, may be rejected as informal. More than one proposal from the same Proposer will not be considered.

F. The selected Proposer will be required to sign a contract with the MVPC in which he/she accepts responsibility for the performance of services as stated in the submitted proposal and be prepared to commence work immediately upon execution of the signed contract

G. Ownership of Information: All information acquired by the Proposer from the MVPC or from others at the expense of the MVPC in the performance of the agreement shall be and remain the property of the MVPC. All records, data files, computer records, work sheets, and all other types of information prepared or acquired by the Proposer for delivery to the MVPC shall be and remain the property of the MVPC. The Proposer agrees that he/she will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, or copy or reproduce the same in any form, except pursuant to the sole written instructions of the MVPC. The Proposer further agrees to return said information in whatever form it is maintained by the Proposer.

H. Respondents must submit complete responses to all of the information requested. Respondents who do not respond to the entire content of this RFP may be disqualified. All Proposals become the property of MVPC. MVPC has the right to disclose information in the Proposals once an award has been made.

I. The selected contractor(s) will assume sole responsibility for the scope of services specified in this RFP. MVPC will consider only the primary consulting firm as the sole point of contact with regard to contract matters, whether or not subcontractor(s) are used by the contractor for one or more elements of the scope of services. Respondents who intend to subcontract one or more elements of the scope of services shall identify those work elements to be subcontracted and the subcontracting firm(s). Subcontractor(s) shall not be substituted, nor any portions of the contract assigned to other parties after contract award, without prior written approval by MVPC.

J. MVPC will not assume any responsibility for costs incurred by respondents as part of the preparation and submission of the Technical and Price Proposals, nor for costs associated with the issuance of a contract.

K. General Insurance Requirements: Prior to the commencement this Contract, the Vendor shall procure and maintain during the life of the Contract and beyond as required, the types and limits of insurance as outlined below:

a. All insurance required of the Vendor will be maintained with companies assigned a letter rating in the "A- VIII" category from A.M. Best or which are otherwise acceptable to the Merrimack Valley Planning Commission, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.
b. Each policy (except workers' compensation and personal property) shall include Merrimack Valley Planning Commission, and all other political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as "all other political subdivisions"), its officers and employees as Additional Insureds or loss payees as their interests may appear. Each policy shall indicate that the coverage is primary and noncontributory.
c. Each policy shall contain a waiver of subrogation in favor of Merrimack Valley Planning Commission, and "all other political subdivisions," its officers and employees.
d. No policy must be allowed to expire, be cancelled or materially modified without thirty (30) days' prior written notice to the Chief Procurement Officer, Merrimack Valley Planning Commission.

L. Liability Insurance: The Vendor shall be fully responsible for all claims for damages for bodily injury, including wrongful death, and all claims for property damage, which may result from the performance of this Contract by the Vendor, or any of their respective agents or employees. The Vendor's liability shall not be limited to the extent of the insurance required herein. The Vendor shall take out and maintain in force during the life of this Contract the following types of insurance to protect the Merrimack Valley Planning Commission, and "all other political subdivisions," its agents, and employees from claims which may arise from operations by himself or by anyone directly or indirectly employed by Vendor or working on their behalf.

a. Commercial General Liability Insurance: to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and two million dollars ($2,000,000) aggregate. Personal and Advertising Injury coverage shall be provided at a limit of ($1,000,000). The Merrimack Valley Planning Commission and "all other political subdivisions" shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of subrogation in favor of the Merrimack Valley Planning Commission, and "all other political subdivisions." No insurance policy obtained pursuant to this section shall contain a deductible or self-insured retention.
b. Automobile Liability: to cover the liability of the Vendor arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy

shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars ($1,000,000). The policy should include a Broadened Pollution Endorsement (CA 99 48) if Vendor is bringing fuel cans or possible pollutants, mobile equipment or other gas-powered tools on-site. If hauling hazardous materials, contaminants or pollutants, the policy shall include coverage form MCS-90 in accordance with Sections 29 and 30 of the Motor Carrier Act of 1980.

c. Umbrella Liability: to protect the Vendor against all claims excess of the commercial general liability and automobile liability mentioned above and employer's liability coverage mentioned in the paragraph below. The coverage provided by the umbrella policy shall be at least as broad as the underlying policies. The limit of protection provided by the policy shall be a minimum of one million dollars ($1,000,000) or such other amount if required by the Merrimack Valley Planning Commission and indicated via addendum to this Contract.

M. Workers' Compensation and Employer's Liability Insurance: Before commencing performance of this contract, the Vendor shall provide insurance for the payment of compensation and the furnishing of other benefits under the Massachusetts General Laws Chapter 152 (the so-called Workers Compensation Law) to all persons to be employed under this contract, the workers' compensation laws of any other state if there are any persons employed outside of Massachusetts, and any requirement for compensation required under any Federal Act for any maritime employee, longshoreman or harbor workers, and shall continue such insurance in full force and effect during the term of this contract. The contract shall, without limiting the generality of the foregoing, conform to the provisions of the General Laws Chapter 149 S34(a), which section is incorporated herein by reference and made a part hereof. The Vendor shall provide employer's liability insurance in an amount not less than $500,000 for each accident or disease for each employee.

N. Personal Property Insurance: Any tools, equipment, materials, and other personal property owned by Vendor shall be at the sole responsibility and risk of Vendor. The Merrimack Valley Planning Commission, and "all other political subdivisions" shall not be liable for any loss, damage, or theft to such property. Any insurance that Vendor elects to maintain on Vendor's personal property and materials shall be at the sole responsibility and cost of Vendor.

O. Additional types of Insurance: The Vendor shall provide such other types of insurance as may be required by the Merrimack Valley Planning Commission and indicated via addendum to this insurance requirement. Proof of Insurance No work shall be commenced on the site by the Vendor until copies of the policy or certificates of the types of insurance required hereby have been furnished to the Chief Procurement Officer, in a form satisfactory to her. If the Vendor provides a Certificate of Liability Insurance, it must indicate each policy number, insurance company, policy effective and expiration date, and limits of insurance. The certificate must make specific reference to the Contract number. It must also provide proof that the policy(ies) has been properly endorsed to add the Merrimack Valley Planning Commission, and "all other political subdivisions" as an additional insured and to add a waiver of subrogation in favor of the Merrimack Valley Planning Commission, and "all other political subdivisions," and to provide the Merrimack Valley Planning Commission with at least thirty (30) days' notice of any cancellation, termination or material modification. The certificate must be signed by a duly authorized representative of the issuing insurance companies. In addition, renewal certificates must be received by the Merrimack Valley

Planning Commission thirty (30) days prior to any policy expiration. Further, policies must not be allowed to expire or be canceled without thirty (30) days prior written notice to the Chief Procurement Officer, Merrimack Valley Planning Commission.

P. Effect of Failure to Continue Insurance in Force: Failure to provide and continue in force insurance required by this contract shall be deemed a material breach of this contract and shall operate as an immediate termination thereof.

Q. The performance and payment obligations of the MVPC will be subject to appropriation or availability of funds. If the MVPC should not, for any reason at any time appropriate or otherwise make available funds to support continuation of performance in any fiscal year succeeding the first year, the MVPC will cancel any contract pursuant to this RFP without penalty to the MVPC upon thirty (30) days written notice to the successful Proposer.

R. If at any time the successful Proposer(s) fails to fulfill or comply with any of the requirements of this proposal/contract, the MVPC, at its option, can terminate this contract upon thirty (30) days written notice to the firm.

S. The selected Proposer(s) must indemnify the MVPC for any damages that are the result of its negligence or that of its employees.

T. All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statues will be disregarded.

U. Reports and materials developed by the successful respondent under a contract that may result from this RFP are considered public information and may not be copyrighted. All information presented in this RFP, including information disclosed by the MVPC during the proposal process, is considered confidential. Information shall not be released to outside parties and the RFP shall not be discussed with anyone at the MVPC, other than the known participants, without written consent of the MVPC. A Proposer shall not discuss his/her proposal with another proposer.

V. Political Activity Prohibited, Anti-Boycott Warranty**:** The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of s.993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in s.999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151Es.2.

W. Contractor Compliance: The successful Contractor must comply with provisions of The Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor 29 CFR Part 3, the Davis-Bacon Act (40 USC 276a et.seq.), Sections 103 and 107 of the contract Work Hours and Safety Standard Act (50 USC 327-330) as supplemented by Department of Labor Regulation 29 CFR Part 5, and the Clean Air Act of 1970 (42 USC 1857, et.seq.) to the extent that they are applicable.

X. MVPC is an Affirmative Action/Equal Opportunity Employer in its programs and activities and encourages proposals from qualified minority, women-owned, and disadvantaged business enterprises. The contractor(s) shall be selected by MVPC without regard to race, color, sex, age, religion, political affiliation, or national origin.

V. Comparative Evaluation Criteria

The following Comparative Evaluation Criteria will be applied to all eligible Technical Proposals submitted. Each criterion will be rated Highly Advantageous, Advantageous, or Not Advantageous.

Comparative Criteria	Highly Advantageous	Advantageous	Not Advantageous
Overall Experience	Proposer has demonstrated ability to administer and implement small business technical assistance programs centered around small business needs, having conducted 3 or more similar projects	Proposer has implemented busine technical assistance programs.	Submission of a proposal that meets minimum requirements.
Experience with Digital Outreach	Proposer has demonstrated ability to do digital outreach to the local small business community having conducted outreach for 2 similar projects.	Proposer has had a successful digital component of a business technical assistance program.	Submission of a proposal that meets minimum requirements.
Experience with Small Business Technical Assistance	Proposer's project staff have delivered technical assistance to small businesses and microenterprises that have met a wide variety of needs (i.e., marketing, website development, finances, bookkeeping, etc.) and resulted in successful application of assistance by small business owners.	Proposers project staff have delivered technical assistance to small businesses that have met some of their needs and resulted in some success.	Submission of a proposal that meets minimum requirements.
Localization	Proposer has staff currently employed that are locally based.	Proposer could bring on staff which are close to or in the Merrimack Valley	Submission of a proposal that meets minimum requirements.

Cultural Competency	Proposer has a demonstrated history of working with a broad range of cultural groups including Spanish speakers.	Proposer has the ability to tailor programming to a broad range of cultural groups including Spanish speakers.	Submission of a proposal that meets minimum requirements.

VI. RFP Schedule

Event	Time / Date
Virtual Pre-Bid Meeting	**March 15, 2021 @ 10:30 am**
Question Deadline	**March 17, 2021 @ 5:30 pm**
Proposal Due Date	**April 2, 2021 @ 11:30 am**
Anticipated Contract Award	**May 3, 2021**

VII. Interviews

Interviews may be required at the MVPC's discretion after review of the technical proposals. Proposers will be provided with advance notice of at least five (5) working days. Presentations should not exceed forty (40) minutes in length, with twenty (20) minutes for a question and answer period.

IX. Proposal Submission Requirements

A. Technical Proposal Package: All proposers shall submit a Technical Proposal in strict accordance with the submission requirements listed below. Any firms failing to provide all of the submission requirements will be considered "not responsive" and the proposal may be rejected without further consideration.

B. The information submitted must include the following items:
   1. Cover Letter. A cover letter signed by an authorized officer of the firm, binding the firm to all of the commitments made in the Proposal. The cover letter should concisely summarize the distinctive attributes of the respondent firm to execute the scope of services, answering the question: "Why should MVPC select your firm?"
   2. The name of the individual(s) authorized to negotiate and sign contract on the Consultant's behalf
   3. A statement that demonstrates an understanding of the Scope of Work by the Consultant.
   4. The name, title, phone number, fax number, e-mail address, and street address of the person in the organization who will answer questions about the proposal
   5. Highlights of the Consultant's qualifications and ability to perform all phases of the contract as described in this document
   6. A brief description of the roles of the Consultant and the subcontractors, if any subcontractors are proposed.
   7. Letter of Transmittal must be signed by an individual authorized to bind the Consultant contractually

C. Table of Contents. Include a table of contents listing all sections, figures and tables.

D. Executive Summary**.** This section should include a brief executive summary of the proposed consulting services for assisting the MVPC in the implementation of the Merrimack Valley Business Technical Assistance Program.

E. Company Overview**.** Provide the following information about the Consultant and any proposed subcontractor:

1. The firm's name, e-mail address, business address, phone number and fax number and the location of the office or offices that would provide the project services
2. The year the firm was established and any former names of the firm.
3. A description of the company's primary business areas and number of employees.
4. Type of organization (i.e., corporation, partnership, joint venture, sole proprietor, etc.), history, ownership and background including experience that clearly demonstrates the firm/individual and any proposed sub-contractors or partner firms is/are qualified to provide these services with respect to work being requested.
5. Project narrative indicating an understanding of the project scope, approach, and other comments the Proposer deems relevant; narrative will outline specific tasks and deliverables including a timeline detailing project milestones, meetings and deliverables.
6. Resumes for each individual to be assigned to the project and a staffing plan linking individuals to specific portions of the project scope.

7. A brief statement of the firm's background, demonstrating longevity and financial stability, including a copy of the most recently audited financial statement as an appendix to the proposal response.

F. Subcontractor Overview. Provide the following information about any proposed subcontractor

1. The firm's name, e-mail address, business address, phone number and fax number and the location of the office or offices that would provide the project services
2. The year the firm was established and any former names of the firm.
3. A description of the company's primary business areas

G. Signed and completed Certifications - Appendix C.

H. Professional References: Provide at least three client references Proposer must submit a complete list of all jobs performed in the past two (2) years that are similar in size and scope to this project, with contact names and telephone numbers. – Appendix D.

I. Price Proposal Package: All proposers shall submit a Price Proposal in strict accordance with the submission requirements. Any Proposer failing to provide the following submission

requirement will be considered "not responsive" and the proposal may be rejected without further consideration.

1. The information submitted must include the following items
    a. Price Proposal - Appendix B.
    b. Acknowledgment of Addenda: Each Proposer shall acknowledge the receipt of any addenda on their Price Proposal.

Appendix A
Scope of Services

Overview: Merrimack Valley Planning Commission (MVPC) is a regional planning agency serving fifteen (15) cities and towns in northeast Massachusetts. As a public non-profit agency, one of its core objectives is to promote the orderly growth and economic vitality of the region. Through its Economic Development Program MVPC provides data and analysis to economic development stakeholders, helps develop economic development projects for Economic Development Administration (EDA) funding, and produces planning and economic development strategic plans. This includes developing and implementing the five-year Comprehensive Economic Development Strategy (CEDS), a strategic plan for the region. In June of 2020, MVPC was awarded a U.S. EDA CARES Act Recovery Assistance grant to support efforts to respond to and recovery from the devastating economic impacts of the COVID-19 pandemic. MVPC seeks to work collaboratively with an outside consultant in developing a small business technical assistance program, a new service to respond to the economic fallout associated with COVID-19. MVPC is seeking responses from qualified vendors who provide the administration and delivery of a small business's technical assistance program.

Timeline

The Merrimack Valley Small Business Technical Assistance Program must be completed by November 30th, 2021.

Geography

The Merrimack Valley Economic Development District includes: Amesbury, Andover, Boxford, Georgetown, Groveland, Haverhill, Lawrence, Merrimac, Methuen, Newbury, Newburyport, North Andover, Rowley, Salisbury, and West Newbury.

Budget

$257,000

Task 1: Outreach

In conjunction with MVPC, the Consultant is expected to identify and meet with organizations close to the small business community like Chambers of Commerce, municipalities, non-profits, and business coalitions to notify them about the program and encourage small businesses to apply.

The Consultant will develop social media content used to advertise the program and share it via Facebook and LinkedIn. A minimum of three posts are expected.

The Consultant is expected to have an intake system to receive business applications. This intake system is required to be web based so it can be easily shared digitally. The website will contain additional information about the program which will be decided in conjunction with MVPC.

Estimated Time: 1 month

Task 2: Business Nominations

The Consultant will collect business applications and decide, in conjunction with MVPC, on the businesses which will be served. Eligibility will be determined by MVPC and consultants.

Estimated Time: 1 month

Task 3: Needs Assessment

The consultant will conduct a needs assessment of every business nominated for the Merrimack Valley Small Business Technical Assistance Program. This needs assessment will determine what services the business requires or wants to receive.

Estimated Time: 1 month

Task 4: Technical Assistance Delivery

Each participating business owner will be provided a list of service areas for them to self-select from and a budget based on consultant hours. Services should include but not be limited to:

- Accounting/Financial planning
- Business Consulting
- COVID-19 Relief Program Navigation
- Employment Issues
- Legal Services
- Licenses and Permitting
- Marketing & Branding
- Technology/IT

The business owner can apply the budget allotment to one or multiple service areas and work with one or multiple expertise providers if they stay within their individual business allotment budget.

Estimated Time: 3 months

Task 5: Reporting

The Consultant will maintain detailed records on the work being conducted through each task including number of stakeholders outreach was done to, list of interested businesses, list of nominated businesses, needs assessments conducted, technical assistance areas chosen, and services delivered.

Additionally the Consultant, in conjunction with MVPC, will come up with measurement metrics for determining program success. This will take the form a brief survey given to the businesses at the start of the program and then again at the end of the program.

Upon the conclusion of the Small Business Technical Assistance program the Consultant will produce a "Final Report" for Merrimack Valley Planning Commission which consolidates and presents all of the work done.

Estimated Time: 1 month

Appendix B
Price Proposal

Proposals should clearly identify all tasks to be performed and the basis for fees charged, billing rates for personnel to be assigned to the project, direct cost expenses, and clearly identify any other costs. All subcontractors, if proposed, must be identified and all sub-contractual costs must be indicated.

Price Proposal shall include a cover sheet and attach a list of the names, titles, responsibilities and hourly rates of all individuals to be billed during this contract period and specify a total not-to-exceed cost and cost per task. Total cost shall be clearly identified.

Please provide a schedule of cost for the following categories and estimated volume of work.

Program Tasks	**Staffing**	**Hours**	**Hourly Rate**	**Estimated Cost**
Outreach				
Business Nominations				
Needs Assessment				
Technical Assistance Delivery				
Reporting				
			Total Estimated Cost	

Appendix B
Price Proposal

Other Costs	Cost
Project Administration/Delivery	
Web Designers	
Legal Services	
IT Services	
Translation Services	
Program Contingency	
Misc.	

This RFP includes addenda numbered _____.

Name of bidding company _____

Address _____
_____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone number _____

E-Mail _____

Date _____

Appendix C
Certifications

NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractor(s), and withholding and remitting child support.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: _____
(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, & 39L, and with the requirements of M.G.L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

_____
Signature of Authorized Company Official

_____
Print Name

_____
Name of Firm

Appendix D
Professional References
Firm:_____

Proposer must submit a complete list of all jobs performed in the past two (2) years that are similar in size and scope to this project, with contact names and telephone numbers.

Reference:_____Contact:_____
Address:_____Phone:_____
Email:_____Fax:_____

Description and date(s) of supplies or services provided:
_____
_____
_____
_____

Reference:_____Contact:_____
Address:_____Phone:_____
Email:_____Fax:_____

Description and date(s) of supplies or services provided:
_____
_____
_____
_____

Reference:_____Contact:_____
Address:_____Phone:_____
Email:_____Fax:_____

Description and date(s) of supplies or services provided:
_____
_____
_____
_____

attach additional sheets if necessary

Consulting Services – Small Business Technical Assistance Program

This agreement is made and entered into this __th day of _____, 2021 by and between the MERRIMACK VALLEY PLANNING COMMISSION ("the MVPC"), a corporate public body and existing under the laws of the Commonwealth of Massachusetts, and _____, a ☐corporation duly organized and existing under the laws of the Commonwealth/or_____ ☐ as a D/B/A duly registered at: _____ ("The CONTRACTOR").

ARTICLE I. DEFINITION: "THIS CONTRACT" as used herein shall mean that these Articles of Agreement and "the Request for Proposal documents," which include without limitation, the instructions to CONTRACTOR, the Contractor's qualifications or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR'S proposal or proposal.

ARTICLE II. SCOPE: The seven-month project will encompass five tasks: Identify and meet with organizations close to the small business community to publicize the program, encourage small businesses to apply and develop social media content used to advertise the project; collect business applications and with the MVPC select businesses which will be served; conduct a needs assessment for nominated businesses to determine what services a business requires or wants; provide participating business owners with required services and maintain detailed records on the work conducted through each task as well as develop metrics for determining program success.

ARTICLE III. KEY PERSONNEL: The names and time commitment of the CONTRACTOR'S staff committed to the project on a full-time basis is outlined in Appendix A – Key Personnel. No substitutions may be made without the MVPC's written approval.

ARTICLE IV. DURATION. The term of the Contract will cover from May 1, 2021 to May 1, 2022.

ARTICLE V. TERMS. The CONTRACTOR agrees to furnish and deliver services, to the MVPC in accordance with the request for proposal: Merrimack Valley Small Business Technical Assistance Program of April 2, 2021 (RFP due date).

ESTIMATED TOTAL CONTRACT VALUE: $_____U.S. Dollars.

ARTICLE VI. PAYMENT. The Contractor may submit invoices on a monthly basis. Upon acceptance of the invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Commission within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. In addition, the CONTRACTOR will not receive any extra payments for additional work that should have reasonably been anticipated by the CONTRACTOR.

ARTICLE VII. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the MVPC, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the MVPC as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

The MVPC may terminate THIS CONTRACT at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination, the CONTRACTOR shall cease to incur additional expenses in connection with THIS CONTRACT. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the MVPC. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE VIII. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the MVPC may keep for its own the whole or any part of the amount for expenses, losses and damages, incurred by the MVPC as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE IX. INSURANCE. The CONTRACTOR must provide the MVPC with a certificate of insurance coverage per the terms of the RFP Article IV, paragraphs K through P prior to contract execution.

ARTICLE X. RIGHT TO USE DOCUMENTS. The MVPC shall have unlimited rights, for the benefit of the MVPC, in all drawings, designs, specifications, notes and other work developed in the performance of this contract, including the right to use same on any other MVPC projects without additional cost to the MVPC; and with respect thereto the CONTRACTOR agrees and hereby grants to the MVPC an irrevocable royalty-free license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws..

ARTICLE XI. CONFLICT. In the event there is a conflict between these Articles and the proposal documents, the proposal documents: shall supersede these Articles.

ARTICLE XII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE XIII. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The MVPC may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIV. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the MVPC. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

FOR THE CONTRACTOR	MERRIMACK VALLEY PLANNING COMMISSION:
_____	_____
_____	Theresa Park
_____	Executive Director
_____	
	_____
	Nate Robertson
	Community and Economic Development Planner