



## **Request for Proposal**

### **Safe Streets & Roads for All (Zero Vision Plan)**

**RFP Due Date: Monday, August 14, 2023, 12:00 PM**

**Merrimack Valley Planning Commission  
Patrick Reed, Transportation Program Manager  
160 Main Street  
Haverhill, MA 01830  
Telephone: (978) 374 - 0519**

## **I. INTRODUCTION**

### **A. About the Merrimack Valley Planning Commission (MVPC)**

The Merrimack Valley Planning Commission (MVPC) functions as a public, nonprofit organization serving 15 diverse communities with 366,000 residents. Functioning as one of Massachusetts' designated Regional Planning Agencies, MVPC offers support, problem-solving, and technical expertise in the areas of transportation, environmental planning, land use, economic development, and Geographic Information Services (GIS). MVPC fosters intercommunity collaboration and serves as a liaison between state and local governments. By leveraging partnerships with and between members, MVPC enhances the culture, welfare, and prosperity of the Valley. For more information, please visit [mvpc.org](http://mvpc.org).

### **B. About the Safe Streets and Roads for All (SS4A) Federal Aid Program**

The Infrastructure Investment and Jobs Act—more commonly referred to as the Bipartisan Infrastructure Law (BIL)—established the Safe Streets and Roads for All (SS4A) discretionary grant program with \$5 billion dollars of funding appropriated over 5 years. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The SS4A program provides funding for two types of grants:

- Planning and Demonstration Grants provide federal funds to develop, complete, inform or supplement a comprehensive safety action plan. The goal of an action plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region.
- Implementation Grants support projects and strategies identified in an action plan to address a roadway safety problem. Projects and strategies can be infrastructure, behavioral, and/or operational activities. Applicants must have an eligible action plan to apply for implementation grants.

### **C. About this Request for Proposal**

The RFP solicits qualified transportation consultants to provide technical work in support of MVPC's regional Comprehensive Safety Action Plan, referred elsewhere in this scope as a *Vision Zero Plan*. This RFP also solicits optional work related to community engagement. This effort is funded through the federal SS4A program. In early 2023, MVPC and neighboring region Northern Middlesex Council of Governments (NMCOG) were jointly awarded a \$469,041 planning grant to develop two distinct regional Vision Zero Plans. MVPC, functioning as lead applicant in the development phase, will now function as grant administrator for the two regions. MVPC and NMCOG will each have their own separate scopes, budget, and procurement processes. As such, this RFP includes tasks only relevant to MVPC and not joint applicant NMCOG, which will facilitate its own consultant selection process.

## **II. Statement of Work and Deliverables**

- A. The 15-community Merrimack Valley contains a diverse array of roadway classes and characters, including urban arterials, rural collectors, village-center main streets, local neighborhood roadways, and everything in between. Despite a multitude of roadway characters and differing community needs, the safety and wellbeing of roadway users is a shared concern. With limited funding, how should our region's cities and towns prioritize local resources to ensure the greatest return on investment for safety? And at a regional level, how should state and federal aid resources be prioritized to support safe travel for walkers, cyclists, rollers, and drivers?
- B. Answering these questions requires engagement and planning. The planning process will culminate in delivery of a regional Vision Zero Plan that will:
- Secure commitments to achieve zero deaths and serious injuries on roadways throughout the region;

- Identify and prioritize safety-related engineering projects across the entire region;
- Identify and prioritize safety-related engineering projects within each community;
- Identify local and/or regional educational/enforcement strategies and tools to support roadway safety;
- Activate self-sustaining community champions and advocacy groups to monitor and advance safety.

### C. Technical Tasks and Deliverables

- To justify community feedback and inform project prioritization, MVPC intends to develop a High-Injury Network (HIN) composed of two elements: a trends-based analysis (historical crash trends) and a risk-based analysis (predictive model). MVPC will lead and finalize the trends-based analysis—referred to throughout this RFP as a trends-based HIN—which will include a peer review by the selected respondent. The respondent will lead and deliver the risk-based predictive modeling—referred to throughout this RFP as the risk-based HIN—and will be ultimately responsible, as appropriate, for integration of the two elements into a final HIN. The following sections detail the tasks and subtasks MVPC expects the selected respondent to perform.

### D. Task 1. Trends-Based High Injury Network (HIN) Peer Review

- **Subtask 1.1 – Review MVPC-Produced Trends-Based High Injury Network**

Prior to hiring a consultant, MVPC will have completed a trends-based HIN using existing crash data. This network will focus solely on historical crash data and will not include any predictive analysis/factors. Staff will provide the selected respondent access to GIS datasets, analyses, and documentation for peer review. Data sharing via ARCGIS Online or Esri REST endpoint is the preferred method however another manner agreeable both to the selected firm and MVPC will be considered. The respondent will provide a brief peer review, offering any comments or proposed revisions to the methodology and/or visualizations, including justification for such revisions. This subtask is critical as the trends-based HIN will ultimately be integrated into a final HIN, to be developed by the consultant.

- **Subtask 1 Deliverable:**

Review of MVPC-produced High Injury Network Methodology and Visualizations (synopsis/report with comments)

### E. Task 2. Risk-Based High Injury Network (HIN) Development

- **Subtask 2.1 – Risk-Based High Injury Network Methodology**

The respondent will prepare a region-specific method to predict high-risk crash locations. Precedents and resources include:

- [Turner-Fairbank Highway Research Center: Crash Prediction Module/Resources Page](#)
- [Montgomery County, MD: Predictive Safety Analysis](#)
- [MassDOT: Network-Screening Tool](#)

The selected respondent’s methodology should account for the availability/needs of data and the use of typologies/assumptions where actual data may not be available. In its response to this RFP, the respondent should indicate a list of initial/potential variables that would be under consideration for inclusion in the predictive model.

The selected respondent will prepare a brief report/technical memorandum with documentation describing the predictive model, including inputs and their sources, for review and comment by MVPC. Respondents should consider proposing/including time for review and revision of the documentation following comment in their proposals.

- **Subtask 2.2 – Predictive Modeling Preparation incl. Field Data Collection/Desktop Data Collection**

The selected respondent will compile all necessary data variable inputs for its modeling. If fieldwork or data collection are required, this RFP assumes the selected respondent will be responsible for these efforts unless MVPC staff time/hours are requested in the response and integrated into the project's overall workflow.

In its response, the respondent should clearly identify how much estimated MVPC staff time will be needed to complete a technical task if use of MVPC staff time for fieldwork or desktop analysis is proposed. If a respondent chooses to use MVPC staff time and notes this in its response, estimated MVPC staff hours should not include MVPC project management/project oversight hours and should only include hours for technical work.

- **Subtask 2.3 – Risk-Based High-Injury Network**

The selected respondent will execute the predictive model/analysis. The selected respondent will provide MVPC with a copy of the predictive model including any outputs in the form of GIS datasets, analyses, databases, scripts, custom code and/or functions that are supportive of the model/model results as well as those products or components that may be required for future model updates. MVPC will ultimately host the updateable model locally, and as such the product will need to either be designed within or designed to fit within MVPC's GIS environment.

- **Task 2 Deliverables:**

- Risk-Based High Injury Network Methodology (written technical documentation)
- Risk-Based High Injury Network GIS datasets, analyses, scripts, and custom code (file geodatabase format)
- Risk-Based High Injury Network Functions/Code and documentation necessary for future updates to the Risk Based-Based HIN
- Visualization for the Risk-Based High-Injury Network in a web-based format that is either designed within or compatible with MVPC's GIS environment.

## **F. Task 3. Final High Injury Network**

- **Subtask 3.1 – Final High Injury Network Methodology**

The selected respondent will determine how to integrate the trends-based HIN and risk-based HIN into a single, region-specific HIN, or comparable tool, that may be used to prioritize locations of regional and municipal interest for safety enhancement. The selected respondent will document its methodological approach in a brief report/technical memorandum. The documentation may reference previous memos/documentation from other tasks (building off previous work) but should document how the final HIN was consolidated or integrated and applicable use cases. Staff prefers that the methodology allow users to view/understand which components of the final HIN are generated by the predictive side and the trends side independently.

Respondents should consider that the final HIN will be incorporated into a public-facing application with an emphasis on visualizations. One option under consideration includes a web-based application that allows users to toggle trends-based and risk-based inputs on and off to see how the final HIN is composed. The respondent should indicate the visualization strategies that will be used to improve user access and interaction. The respondent will be expected to execute the HIN visualization deliverable in consultation with MVPC Transportation and GIS staff. The selected respondent should consider proposing/including time for review and revision of the final HIN deliverable and documentation following MVPC comment.

The selected respondent will provide separate technical documentation regarding future update procedures so MVPC staff may undertake the work to update the predictive model as conditions change over time.

- **Subtask 3.2 – Package and Delivery of Final Materials**

The selected respondent will package materials for delivery, providing all GIS components and functions/code for future MVPC-led updates.

- **Task 3 Deliverables:**

- Final High Injury Network Methodology (written technical documentation)
- Final High Injury Network Update Procedures (written technical documentation)
- Final High Injury Network GIS Datasets (file geodatabase format) and any companion databases
- Visualization of Final High Injury Network in a web-based format

## **G. Task 4. Project Concepts, Project Bundles, and Cost Estimates**

- **Subtask 4.1 – HIN-Informed Project Development**

The selected respondent will use the HIN and community-engagement information supplied by MVPC staff to develop project lists: a prioritized regional project list and community-specific project lists for each of the region’s 15 communities. The regional project list may include projects that also appear on the community-specific lists, but does not need to include every project on the community lists. The projects included on the lists may be location specific—such as an intersection or corridor—but may also include *jurisdiction-wide* projects (i.e., projects that extend beyond a particular geographic location, such as a town-wide striping project or town-wide curb-extension project).

The regional project list must be prioritized. The selected respondent may consider several factors in terms of prioritization, including level of impact, cost, social equity, etc. Respondents should include several prioritization considerations in their responses.

- **Subtask 4.2 – Project Descriptions and Cost Estimates**

Each project must be accompanied by a project description and a planning/high-level cost estimate (for *jurisdiction-wide* projects, such as a community curb radii tightening program, unit costs may be substituted for total costs).

- **Task 4 Deliverables:**

- Prioritized Regional Project List
- Community-Specific Project List
- Project Descriptions
- Project Cost Estimates

## **H. “Option to Purchase” Engagement-Related Tasks and Deliverables**

The following engagement items are listed as options to purchase.

### **Optional Task A. Vision Zero Walk Audits Support – Materials and Facilitation**

- I. MVPC plans to facilitate several Vision Zero walk audits as a component of its community engagement. The intent of these audits would be to review a location(s) identified by the HIN, demonstrating challenges and identifying opportunities. The respondent may offer both production and facilitation services for these audits. Respondents should detail a high-level approach to these audits, including any facilitation materials and timing needs, and any intended products/deliverables.

### **Optional Task B. Municipal Stakeholder Training – Two Day-Long Sessions**

- MVPC is considering offering Vision Zero Best practices training to municipal stakeholders (up to two day-long sessions with the same content for each day). These sessions would cover:
- Our region’s current challenges/the rationale for Vision Zero
- What is Vision Zero/What is a Safe Systems Approach

- Vision Zero Best Practices – Design, Education, and Enforcement
- Common Barriers to Safety and Potential Solutions/Considerations
- Call to Action/Takeaways for Municipal Stakeholders

The intent of these training sessions would be to educate/engage municipal leaders involved in decision-making (town managers, assistant managers, elected officials) and their staff who are directly involved in transportation-related projects (planners, public works, engineers, fire and safety). The goal would be to encourage municipalities to consider means to prioritize safety and address trades offs that commonly inhibit safety improvements (traffic capacity, the convenience of DPW and fire operations vehicles, etc.). The training will ideally build support, understanding, and a call to action for attendees.

The respondent has the option of offering services to prepare for and facilitate these meetings, including the preparation of materials, and the facilitation of presentations and activities. The respondent could consider an in-field component of the training, such as a mini-field audit. If offered, the respondent should account for all anticipated travel and production costs.

**Optional Task C. On Call Graphic/Image Support – Unit/Hourly Costs**

On occasion, MVPC may need graphic support for engagement efforts, including drawings and diagrams of interventions (such as curb extensions, comfortable non-motorist facilities, etc.), photographic precedents, infographics, etc. The respondent may offer an on-call unit cost or hourly cost associated with production of such materials, to be tendered upon request following the provision and acceptance of an estimate.

**Optional Task D. On Call Translations – Unit Cost/Hourly Cost**

On occasion, MVPC may need language/translation support for written documents or electronic media in Spanish and Simplified Chinese. The respondent may offer a unit cost (e.g., per word) or hourly cost for on-call translation services, to be tendered upon request following the provision and acceptance of an estimate.

**III. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS**

- A. Pursuant to M.G.L. Chapter 30B, the MVPC is soliciting qualified transportation consultants to provide technical work in support of MVPC’s regional Comprehensive Safety Action Plan, referred elsewhere in this scope as a *Vision Zero Plan*.
- B. MVPC will host a pre-bid meeting on **Wednesday, July 26, 2023**, at 2:00 pm at the MVPC office to answer any questions about this RFP.
- C. Proposals are to be submitted by **12:00 p.m., Monday, August 14, 2023**, at which time they will be opened. Postmarks will not be considered. Proposals submitted in any other form, including email and facsimile, will not be accepted as valid proposals.
- D. 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 Proposal on a Flash Drive.

- E. MVPC endeavors to expedite the award and execution of the contract documents. It is the intent of the MVPC to award a Contract within **forty-five (45)** calendar days after final award decision has been made.
- F. If any changes are made to the Request for Proposals (RFP), an addendum will be issued. Addenda will be posted on the MVPC and COMM Buys websites. 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 in the Price proposal form.
- G. Questions concerning this proposal must be submitted **July 28, 2023**. Questions may be mailed or emailed. Written responses will be emailed and posted on the MVPC and COMM Buys websites.
- H. After the proposal opening, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of 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.
- I. 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 MVPC.
- J. All proposals submitted in response to this RFP must remain firm for sixty (60) days following the proposal opening.
- K. 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.

#### **IV. CONTRACT TERM**

The term of the contract will cover from date of contract execution through September 30, 2024. At the sole discretion of MVPC, the contract may be extended for one (1) year.

It is the intent of MVPC to award a Professional Services Contract, Appendix E, within thirty (30) calendar days after final award decision has been made. Services under the Contract will commence as soon as practical thereafter.

#### **V. RULE FOR AWARD**

MVPC is seeking a firm to serve as its Qualified Transportation Consultant for the Safe Streets and Roads for All program. MVPC will select the responsive and responsible highway consultant submitting the most advantageous proposal, taking into consideration the management consultant's experience, staff capacity, references, and plan for providing the services, as well as the proposal price. A contract will be awarded to the most advantageous proposer(s) taking into consideration the price and technical proposals.

#### **VI. 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 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 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 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 RFP shall be in ink. RFP's 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 RFP from the same Proposer will not be considered.
- F. The selected Proposer will be required to sign a contract with MVPC in which he/she accepts responsibility for the performance of services as stated in the submitted RFP and be prepared to commence work immediately upon execution of the signed contract.
- G. Ownership of Information: All information acquired by the Proposer from MVPC or from others at the expense of MVPC in the performance of the agreement shall be and remain the property of MVPC. All records, data files, computer records, work sheets, and all other types of information prepared or acquired by the Proposer for delivery to MVPC shall be and remain the property of 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 RFPs become the property of MVPC.
- I. The selected firms 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 subcontractors 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). Subcontractors 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 RFP, nor for costs associated with the issuance of a contract.
- K. The selected firms shall be solely responsible for all claims of whatever nature arising out of the rendering of professional services by the contractor during the term of this project, and the contractor shall indemnify and hold harmless MVPC against the same to the extent permitted by law. The selected contractors will be required to provide statements of insurance acceptable to MVPC prior to execution of a contract, with MVPC being listed as an additional insured party for general liability and motor vehicle coverage. Respondents shall indicate their ability to provide proof of coverage for the following insurance requirements:
  - General Liability coverage of \$1 million per occurrence and \$2 million in the aggregate;
  - Motor Vehicle Liability coverage of \$1 million combined single limit;



- Professional Errors and Omissions coverage of \$1 million; and,
  - Workers Compensation coverage
- L. The performance and payment obligations of MVPC will be subject to appropriation or availability of funds. If 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, MVPC will cancel any contract pursuant to this RFP without penalty to MVPC upon thirty (30) days written notice to the successful Proposer.
- M. If at any time the successful Proposer fails to fulfill or comply with any of the requirements of this RFP/contract, the MVPC, at its option, can terminate this contract upon thirty (30) days written notice to the firm.
- N. 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 statutes will be disregarded.
- O. The selected Proposer must indemnify MVPC for any damages that are the result of its negligence or that of its employees.
- P. 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 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 MVPC, other than the known participants, without written consent of the MVPC. A Proposer shall not discuss his/her proposal with another proposer.
- Q. All information presented in this RFP, including information disclosed by MVPC during the RFP and selection 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 MVPC. A Proposer shall not discuss his/her RFP with another proposer.
- R. MVPC is an Affirmative Action/Equal Opportunity Employer in its programs and activities and encourages RFPs from qualified minority, women-owned, and disadvantaged business enterprises. The contractors shall be selected by MVPC without regard to race, color, sex, age, religion, political affiliation, or national origin.
- S. The Department of Transportation's Disadvantaged Business Enterprise (DBE) program is designed to level the playing field by giving small businesses owners with social and economic disadvantages a fair opportunity to compete for federally funded transportation contracts. The Massachusetts Department of Transportation (MassDOT) has set its Federal Transit Administration (FTA) proposed goal to 5.5% and the Federal Highway Administration (FHWA) proposed goal to 13.6% . This is for DBE participation on FTA-assisted Federal-aid contracts for federal fiscal years 2019 – 2022.

## **VII. INTERVIEWS**

Interviews may be required at MVPC's discretion after review of the technical proposals. Proposers will be provided with advance notice of at least five (5) working days. The Firm's staff assigned to implement the Proposal will participate in the interview and will make all presentations. Presentations should not exceed thirty (30) minutes in length, with fifteen (15) minutes for a question-and-answer period.

## VIII. COMPARATIVE EVALUATION CRITERIA

The following Comparative Evaluation Criteria will be applied to all eligible RFPs submitted. Each criterion will be rated Highly Advantageous, Advantageous, or Non Advantageous.

Criteria	Highly Advantageous	Advantageous	Non Advantageous
Similar Experience	The respondent's listed projects are relevant to the requested work and demonstrate the ability to accomplish the required tasks and any options proposed by the respondent.	The respondent's listed projects are somewhat relevant to the requested work. The projects suggest the respondent will likely be able accomplish the required tasks and any options proposed by the respondent.	The respondent's listed projects have limited relevance to the requested work. The projects fall short of suggesting the respondent will be able to accomplish the required tasks and any options proposed by the respondent.
Technical Capabilities	The respondent's description of its proposed approach demonstrates the technical capacity and expertise to achieve the required risk-based high injury network task.	The respondent's description of its proposed approach suggests the technical capacity and expertise to achieve the required risk-based high injury network task.	The respondent's description of its proposed approach falls short of suggesting the respondent will be able to accomplish the required risk-based high injury network task.
Corporate Capacity	The respondent has demonstrated it has the bandwidth to accomplish the work in an appropriate time frame based on its proposed schedule.	The respondent has suggested it has the bandwidth to accomplish the work in an appropriate timeframe based on its proposed schedule.	The respondent falls short of suggesting it has the bandwidth to accomplish the work in an appropriate timeframe based on its proposed schedule.
Completion of Deliverables. Respondents should provide a timeline of the proposed work, excluding On-Call Task Options C and D.	Will furnish all deliverables before March 3, 2024	Will furnish all deliverables no later than March 3, 2024	Will furnish all deliverables after March 3, 2024
Quality Control/Quality Assurance	The respondent demonstrates sound QA/QC practices and provides relevant, real examples of exercising the practice.	The respondent suggests it has sound QA/QC practices.	The respondent's description of QA/QC practices are not clear or developed.

## IX. RFP SUBMISSION REQUIREMENTS

- A. RFP Package: All proposers shall submit an RFP 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 RFP and Price Proposal be rejected without further consideration.

**B. Technical Proposal:** The proposal must include the following items:

.Component	Description	Page Number Maximum
Cover Letter	A cover letter signed by an authorized officer of the firm, binding the firm to all the commitments made in the RFP. The cover letter should concisely summarize the distinctive attributes of the respondent firm to execute the scope of services.	2 Pages
Summary of Qualifications	Please provide a summary of qualifications. In the summary, include: <ul style="list-style-type: none"> <li>• basic information about the firm;</li> <li>• whether the respondent’s proposed team is local, regional, or national (or a combination);</li> <li>• capabilities/qualifications of key team members (can be a either summary or resume, summarizing the qualifications, education and relevant professional experience of all team members, but note page count limitations), including technical capabilities;</li> <li>• Organizational structure of program team; and</li> <li>• Description of efforts proposed to meet the DBE goal requirements.</li> </ul>	6 pages
Summary of Similar or Relevant Projects	Please provide profiles of similar or relevant projects. In the descriptions of each project, the respondent should indicate its role (lead/sub), what deliverables it was primarily responsible for, and a few sentences about the processes or tools used to accomplish the work. There is no limit to the number of projects that may be included, but respondents are encouraged to consider quality over quantity of included projects and should note the page maximum. Associated project references are encouraged.	3 pages
Proposed Approach	The respondent should list the tasks it proposes to complete for MVPC. Please use the task numbers listed in this RFP for easy-cross reference (i.e., if the respondent proposes to complete an option, please use the option’s task number or letter from the RFP).	5 pages
Proposed Approach for Optional Tasks A and/or B	Only include if offering Tasks, A and B. The respondent should detail its approach to these tasks.	3 pages
Proposed Schedule	The respondent should provide a proposed schedule for MVPC review. The schedule may be high level, indicating how long each task will take by number of weeks, or may be more structured.	1 page
Description of Quality Control and Quality Assurance	Provide a description of QA/QC practices. Ideally, respondents will provide an example of a recent project requiring QA/QC intervention and outcomes rather than simply list its firm’s processes or certifications.	2 pages
The following documents must be completed, signed	Certifications - Appendix B. Professional References – Appendix C Certification Regarding Debarment, Suspension And	8 Pages

	Other Responsibility Matters - Appendix D Certification And Restrictions On Lobbying - Appendix E Schedule Of Participation By Disadvantaged Business Enterprises (DBEs) With Letter Of Intent - Appendix F	
Flash Drive	Include within the Technical Proposal one electronic version of the Technical Proposal on a Flash Drive.	

**C. Price Proposal:** All proposers shall submit a Price Information in strict accordance with the submission requirements. Any Proposer failing to provide the following submission requirement may be considered "not responsive" and the RFP may be rejected without further consideration. The information submitted must include the following items.

- Price Proposal - Appendix A. (To include Firm's Job Classification Rate Sheets).
- Acknowledgment of Addenda: Each Proposer shall acknowledge the receipt of any addenda on their Price Proposal.

## Appendix A – 1 Price Proposal

Please provide a schedule of standard hourly rates for the following tasks.

Task	Estimated Hours	Proposed Hourly Rate	Estimated Cost
Trends-Based High Injury Network (HIN) Peer Review			
Risk-Based High Injury Network (HIN) Development			
Final High Injury Network			
Project Concepts, Project Bundles, and Cost Estimates			
<b>Total Cost</b>			

### Optional Task

Optional Task			
Vision Zero Walk Audits Support – Materials and Facilitation			
Municipal Stakeholder Training – Two Day-Long Sessions			
On Call Graphic/Image Support – Unit/Hourly Costs		<b>Hourly Cost</b> \$ _____	
On Call Translations – Unit Cost/Hourly Cost	<b>Cost / Word</b> \$ _____	<b>Hourly Cost</b> \$ _____	



## Appendix B - Certifications

### **NON-COLLUSION**

The undersigned certifies under penalties of perjury that this RFP 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 contractors, 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

\_\_\_\_\_  
Date





## Appendix D - 1

### Certification Regarding Debarment, Suspension And Other Responsibility Matters (Non-Procurement)

The Primary Participant (potential contractor for a major third party contract) certifies to the best of its knowledge and belief, that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause of default.

If the Primary Participant (potential contractor for a major third party contract) is unable to certify to any of the statements in this certification with respect to it or its principals, the Offeror shall attach an explanation to this certification).

**The primary participant (potential contractor for a major third party contract) certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. sections 3801 et seq. Are applicable thereto.**

Primary Participant: \_\_\_\_\_  
Signature and Title of Authorized Official

The undersigned chief legal counsel for the \_\_\_\_\_ (Offeror)

Hereby certifies that the \_\_\_\_\_ has authority under State and local law to comply with \_\_\_\_\_ (Authorized Official) the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney: \_\_\_\_\_  
Date: \_\_\_\_\_

**Appendix D - 2**  
**Certification Regarding Debarment, Suspension And Other Responsibility Matters**  
**(Non-Procurement)**

**"INSTRUCTIONS FOR CERTIFICATION"**

Primary Covered Transactions

1. By signing and submitting this Proposal the prospective participant is providing the certification on the preceding page in accordance with 49 CFR Part 29.
2. The inability of a person to provide the certification will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of this prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
3. The certification is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this agreement.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lowered tier covered transactions.
7. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY  
MATTERS FOR LOWER TIER PARTICIPANT**

The Offeror, as the Primary Participant, hereby certifies that the attached Lower Tier Participant Certification Regarding Debarment, Suspension and Other Responsibility Matters, as noted on the two following pages, shall be duly executed in accordance with the provisions of Executive Order 12549, as implemented by 49 CFR Part 29, and shall remain on file with the Primary Participant in accordance with the Contract Provisions as if stated herein.

Primary Participant: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

## Appendix E Certification And Restrictions On Lobbying

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I, \_\_\_\_\_, hereby certify.  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

◆ If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

◆ The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Signature of notary and SEAL \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

## Appendix F - 1 Schedule Of Participation By Disadvantaged Business Enterprises (DBEs)

PRIME BIDDER: \_\_\_\_\_

DATE OF BID OPENING: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

FEDERAL AID PROJECT NUMBER: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

Name Address and Phone Number of DBE	Name of Activity	NAICS Code(s)	(a) DBE Contractor Activity Amount <i>Construction Work</i>	(b) DBE Other Business Amount <i>Services, Supplies, Material</i>	(c) Total amount eligible for credit
Total Bid Amount  \$ _____	TOTALS:		\$		\$
	DBE Percentage of Total bid:		%		%

*A copy of the DBE's most recent certification and an original affidavit must be attached to this document.*

Is a Joint Check Approval being submitted for any of the above?  Yes  No

Will any of the contractors listed above be using a third party to deliver materials or perform any portion of work?  
 Yes  No (i.e., manufacturing)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME AND TITLE (*PRINT*): \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ TEL: \_\_\_\_\_

**Appendix F-2**  
**Letter Of intent**  
**(To Be Completed By The DBE – Page 1 Of 2)**

TO: \_\_\_\_\_ (Prime Bidder)

FROM: \_\_\_\_\_ (DBE Firm)

RE: PROJECT NO.: \_\_\_\_\_ FEDERAL AID PROJECT NO.: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

DATE OF BID OPENING: \_\_\_\_\_

I, \_\_\_\_\_, **authorized signatory of the above-referenced DBE firm hereby declares:**

1. My company is currently certified as a Disadvantaged Business Enterprise (DBE) by the Massachusetts Supplier Diversity Office (“SDO”), formerly known as the State Office of Minority and Women Business Assistance (SOMWBA), to perform work in the following NAICS code(s):

\_\_\_\_\_ as a: (check all applicable; additional guidance is available at Title 49, Code of Federal Regulations, Part 26.55):

- CONTRACTOR                       REGULAR DEALER                       BROKER  
 MANUFACTURER                       TRUCKING OPERATIONS                       PROFESSIONAL SERVICES

2. My firm has the ability to manage, supervise and perform the activity described on page 2 of this Letter of Intent. If you are awarded the contract, my company intends to enter into a contract with your firm to perform the items of work or other activity described on the following sheet for the prices indicated.
3. There have been no changes affecting the ownership, control or independence of my company since my last certification review on \_\_\_\_\_, 20\_\_\_\_. If any such change is planned or occurs prior to my company's completion of this proposed work, I will give prior written notification to your firm and to the Merrimack Valley Planning Commission (“MVPC”).
4. My DBE certification has not been revoked nor has it expired nor has there been any change in the minority status of my company.
5. For the purpose of obtaining subcontractor approval from MVPC, my firm will provide to you:
- a. **The following services, materials or supplies:**
- (i) a written agreement and invoices for the materials or supplies, and any other documents evidencing the terms of providing such items;
  - (ii) information concerning broker fees and commissions for providing services or materials; and
  - (iii) a statement concerning whether my firm intends or will be required to use a joint check arrangement; and any other documents that may be required by MVPC.

DBE AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

NAME AND TITLE (*PRINT*): \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ TEL: \_\_\_\_\_

**Appendix F - 3  
Letter Of Intent  
(To be completed by the DBE– Page 2 of 2)**

DATE OF BID OPENING: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

FEDERAL AID PROJECT NUMBER: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

PRIME BIDDER: \_\_\_\_\_

DBE COMPANY NAME: \_\_\_\_\_

<u>Item number</u> if applicable	<u>Description of Activity</u> with notations such as Services, or Brokerage, Labor Only, Material Only, or Complete	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
TOTAL AMOUNT:				

*Please give full explanations, attach additional sheets if necessary.*

I HEREBY VERIFY THAT \_\_\_\_\_ WILL SOLELY  
(DBE company name)  
PERFORM THE WORK, OR PROVIDE THE SERVICES OR MATERIALS, AS DESCRIBED ABOVE.

DBE AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME AND TITLE (PRINT): \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

## Appendix G

### Professional Services Contract

This agreement is made and entered into this \_\_ day of \_\_\_\_\_, 2023 by and between the MERRIMACK VALLEY PLANNING COMMISSION (“the MVPC”), 160 Main Street, Haverhill, MA, 01830, 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: MVPC is seeking qualified transportation consultants to provide technical work in support of MVPC’s regional Comprehensive Safety Action Plan, referred elsewhere in this scope as a Vision Zero Plan. This RFP also solicits optional work related to community engagement.

ARTICLE III. DURATION. The term of the Contract will cover from the date of contract execution through September 30, 2024. At the sole discretion of the MVPC, the contract may be extended for one (1) year.

ARTICLE IV. TERMS. The CONTRACTOR agrees to furnish and deliver services, to the MVPC in accordance with the request for proposal: Safe Streets & Roads for All (Zero Vision Plan) of August 14, 2023 (RFP due date).

ESTIMATED TOTAL CONTRACT VALUE: \$\_\_\_\_\_ U.S. Dollars.

ARTICLE V. 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 VI. 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 VII. 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 VIII. INSURANCE. The CONTRACTOR must provide the MVPC with a certificate of insurance coverage per the terms of the RFP Article VII, paragraph L prior to contract execution.

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

ARTICLE XI. 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 XII. 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 XIII. 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

\_\_\_\_\_  
Jerrard Whitten  
Executive Director

\_\_\_\_\_  
Jenifer Dunlap  
Finance Director and Human Resources Coordinator