



**RFS 21-01**

**Franklin County COVID Recovery  
Microenterprise Assistance Program (MAP)**

Issued On: July 1, 2020 @ 10:00 AM

Respond By: July 17, 2020 @ 12:00 PM

(Legal Advertisement)

Request for Services (RFS) 21-01

City of Greenfield

## **Franklin County COVID Recovery Microenterprise Assistance Program (MAP)**

The City of Greenfield is seeking the services of a qualified consultant to administer the Franklin County COVID Recovery Microenterprise Assistance Program (MAP). The program reaches across 24 communities in Franklin County under the CV-CARES Act and the Community Development Block Grant program through the Massachusetts Department of Housing and Development. The project consists of small business counseling and loan review for the MAP. This program issues loans to small businesses of under 5 employees whose owners are income-qualified. The requested grant amount is \$650,000. The consultant's services will include all activities necessary to assist the City with applications, evaluation of eligibility, and compliance review. The full program description can be found online at <https://greenfield-ma.gov/p/2954/Small-Business-Assistance-COVID-19>.

As of 10:00 a.m. on July 1, 2020 copies of : RFS 21-01 Franklin County COVID Recovery Microenterprise Assistance Program (MAP) may be obtained from the City of Greenfield website at [www.Greenfield-ma.gov](http://www.Greenfield-ma.gov) under "Departments," "Purchasing," "Active Bids/RFQ/RFP," or electronically by contacting the Purchasing Department of the City of Greenfield at [purchasing@greenfield-ma.gov](mailto:purchasing@greenfield-ma.gov) or by calling Laura Phelps at 413.772.1569. Contract/Proposal Awarding Owner: City of Greenfield, Greenfield, Massachusetts.

Sealed proposals addressed to the Procurement Office, 14 Court Square Greenfield, MA 01301 and endorsed in accordance with the submission section of the RFS will be accepted until 12:00 p.m. on July 17, 2020. Late submissions will not be accepted.

For further information contact: Laura Phelps, Procurement Officer for the City of Greenfield, email: [Laura.Phelps@Greenfield-MA.gov](mailto:Laura.Phelps@Greenfield-MA.gov) or by phone at 413-772-1569.

### **REQUEST FOR SERVICES:**

**FRANKLIN COUNTY COVID RECOVERY  
MICROENTERPRISE ASSISTANCE PROGRAM (MAP)**

## **SECTION I: GENERAL OVERVIEW**

### **A. Introduction**

The City of Greenfield (**Owner**) is seeking the services of a qualified consultant to administer the Franklin County Covid Recovery Microenterprise Assistance Program (MAP) program across 24 communities in Franklin County under the CV-CARES Act and the Community Development Block Grant program through the Massachusetts Department of Housing and Development. The project consists of small business counseling and loan review for the MAP. This program issues loans to small businesses of under 5 employees whose owners are income-qualified. The requested grant amount is \$650,000. The consultant's services will include all activities necessary to assist the City with applications, evaluation of eligibility, and compliance review. The full program description can be found online at <https://greenfield-ma.gov/p/2954/Small-Business-Assistance-COVID-19>.

### **B. History and Background**

The City of Greenfield is located in Western Massachusetts just south of the Vermont border at the intersection of Rte. 2 and Interstate 91. Settled in 1686, it was incorporated in 1753 and serves as the county seat of Franklin County. It has a population of approximately 17,550 people according to the 2012 US Census.

Massachusetts Governor, Charlie Baker, issued an Executive Order on March 23, 2020 which shut down all non-essential businesses – over 40% of Franklin County businesses were deemed “non-essential” according to the Franklin Regional Council of Governments (FRCOG). FRCOG produced an impact of COVID survey (<https://frcog.org/wp-content/uploads/2020/03/Impact-of-COVID-Survey-Report-04.03.20-final.pdf>). That survey (from March 23-March 31, 2020) reached 139 businesses in Franklin County; 56% had fewer than 10 employees before the COVID-19 emergency. It found that over 93% of businesses were negatively impacted; 37% had laid people off; 57% saw a decline in sales; and 52% saw a decline in customers. More than half (56%) of respondents estimated they could not operate at current cash flow and/or reserves for more than 3 months.

The region's unemployment rate has skyrocketed. At the end of May, 26.4% of Franklin County residents were unemployed. The delays in the tourism season hit western Franklin County hard. The continued restrictions to many small businesses make it difficult to open and some are finding it financially infeasible to reopen without assistance.

Franklin County COVID Recovery Microenterprise Assistance Program (MAP) will directly address the negative economic impacts of the threat to small business survival as identified by the survey by providing technical and financial assistance to Microenterprises (5 or fewer employees). MAP will be limited to low/moderate income business owners who are less likely to have access to capital and wealth that could float them through an unexpected and sustained loss of business income as has been experienced during this COVID pandemic.

Specifically MAP will provide up to \$10,000 as a forgivable loan to fund up to 3 months of business expenses that will be used to bridge the gap created when regular business revenue falls short of covering the cost of business operations. MAP funds will fill the shortfall that may still exist when other funding programs (Paycheck Protection Program) expire and yet the business revenue has not yet returned to a sustainable level. Funds may be used to cover salaries and

benefit expenses, equipment, working capital, utilities, and rent/mortgage interest payments that are not covered by other funding programs. The funding award shall not exceed the business income lost from March 1, 2020 thru the funding award date that is not covered by other federal COVID business assistance programs (Paycheck Protection Program and/or Pandemic Unemployment Assistance).

## **SECTION II: GENERAL REQUIREMENTS**

### **A. Key Project Dates and Schedules for the RFP:**

The following is a preliminary tentative schedule noting approximate target dates for completion:

1. **7/1/2020 RFS Issued and advertised on the City of Greenfield website**
2. **7/1/2020 RFS posted in COMMBUYS**
3. **7/1/2020 RFS advertised in the Recorder**
4. **7/10/2020 Last Day for Questions at noon**
5. **7/14/2020 Answers to Questions at noon**
6. **7/17/2020 RFP due to Owner at noon**
7. **7/17/2020 Review Committee meets**
8. **7/22/2020 Interviews (if needed)**
9. **7/24/2020 Committee recommends Consultant**

### **B. Questions**

Questions regarding the RFS must be submitted in writing. The deadline for receipt of written questions is **July 10, 2020 at 12:00 pm**. They may be sent electronically via e-mail and directed to [purchasing@greenfield-ma.gov](mailto:purchasing@greenfield-ma.gov). In the subject line of the e-mail put "Question-Microenterprise Assistance Program (MAP)". Failure to provide the correct information in the email will deem the question unanswerable, and it will not be considered as part of any addenda.

### **C. Answers**

The Owner will respond to all written questions which in the Owner's sole judgment may have a material effect on the RFS by posting written responses by **July 14, 2020 in the form of an addenda** on its website, at [www.greenfield-ma.gov](http://www.greenfield-ma.gov) under "Departments", "Purchasing", and "Current RFP/RFQ" under the title of this RFS.

### **D. Submission Deadlines**

Sealed proposals must be submitted in accordance with section VI and will be accepted until Friday, July 17 at noon. Any proposal which is not received by the Owner at that location, and by that date and time will be determined to be late and shall not be considered. Electronic submissions will not be accepted.

## **E. Interview**

an Agreement shall be required to interview with the review committee prior to the award of the Agreement. At the discretion of the City of Greenfield, an applicant preliminarily selected as a candidate for Agreement. This interview will be used to further enhance the selection process. You should be prepared to meet on July 22, 2020 remotely.

Reimbursement for expenses incurred for this RFS or this interview will not be forthcoming to either the awarded proposer or any other candidate asked to be interviewed. The City of Greenfield reserves the right to change the interview period or to extend the dates during which interviews may be undertaken.

## **SECTION III: Qualification Submittal Instructions**

### **A. Instructions to Proposers**

1. The City of Greenfield may cancel this RFS, in whole or in part, or may reject all Qualification submittals, or may procure only some goods and/or services outlined in this RFS whenever such action is determined to be fiscally advantageous to the City of Greenfield, or if it is otherwise in the best interest of the City of Greenfield.
2. The City of Greenfield may request that supplementary information be furnished to assure the City of Greenfield that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Required forms are provided by in the Appendices. All submittals shall be in ink or typewritten and must be presented in an organized and clear manner.
4. Questions or clarifications rising from these documents shall be submitted to the Purchasing Agent in writing. They must be submitted in accordance with Section II.A “Key Project Dates and Schedule.” July 10, 2020 at noon.
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Qualifications by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the submittal as being unresponsive.
6. The proposer shall sign the submittal correctly in ink, or in the case of an organization, partnership, non-profit or corporation, a person having the legal authority from said organization to sign the submittal will sign the document.
7. Proposers may correct, modify or withdraw the original submittals on or before the date and time as stated in the legal advertisement. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the proposer. Any late correction or modification to the submittal will not be accepted. A proposer who wishes to withdraw a submittal must make a request in writing.

8. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her submittal
9. It is understood that the proposer's submittal to the City of Greenfield to provide said services and products will remain valid for 90 days past the submission deadline. The successful proposer's Qualification submittal shall be attached thereto and become a part of the contractual Agreement between the City of Greenfield and the proposer the same as though therein written out in full.
10. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over these services shall apply to the Agreement throughout, and they shall be deemed to be included in the contractual Agreement the same as though herein written out in full.
11. It is understood that the proposer has submitted the Qualification submittal in good faith and without collusion or fraud with any other individuals, organizations, or corporations in creating the Qualification submittal to subvert the market process.
12. All costs involved in preparing the Qualification submittal will be borne by the proposer; the City of Greenfield will not be liable for any costs associated with the creation of the Qualification submittal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for the same.
13. All responses are to include a statement that the Qualification submittal is in accordance with this Request for Qualifications and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
14. Qualification submittals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the Awarding Authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The Awarding Authority's decision or judgment on these matters shall be final, conclusive and binding.
15. Any Qualification submittal received after the due date and time stated in the legal advertisement will be deemed non-responsive and shall not be opened. Unopened Qualification submittals will be returned to the proposer.
16. The evaluation of the submitted qualifications will be conducted by the Review Committee appointed by the Mayor. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFS and shall be final.

17. The Qualification submittals will be opened on the date and at the time stated in the legal advertisement and the name of the person or organization submitting qualifications will be read and recorded. The contents of all Qualification submittals will be opened privately and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of Qualification submittals will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded.
18. Any contractual Agreement resulting from this RFS shall be awarded to the proposer whose Qualification submittal is deemed to be the most highly advantageous to the City of Greenfield. The selection committee will determine whether a proposer's Qualification submittal satisfies the requirements of this RFS and whether or not the Qualification submittal will prove advantageous to the City of Greenfield. Assuming successful fee negotiations, the selected proposer will be under contractual Agreement to the City of Greenfield per the attached Agreement.
19. Response to this Request for Qualifications acknowledges the proposer's acceptance of all sections and requirements of this document. If the proposer's qualification submittal does not comply with the requirements of this request for qualifications, or if an item is not understood in any way, a copy of that section of the request for qualifications must then be included in the submittal and all its copies must clearly state the deviation, additions, or other comments.
20. The City of Greenfield and the Proposer shall cooperate in maintaining good public relations throughout the period of this project. The business principal, or a representative, of the organization given the contractual Agreement may be required to meet privately or publicly with various representatives, committees, boards, or commissions of the City of Greenfield, or other public forums, to discuss this project and address any concerns or to provide timely updates.

### **B. Questions and Clarifications**

Questions requiring clarification shall be submitted in writing to the Purchasing Agent only, prior to the deadline stated in Section II.A, Key Project Dates and Schedule, in order to afford the City of Greenfield adequate time to respond with a correction or additional information prior to the deadline for submission of qualifications. Should it be found necessary, a written addendum will be incorporated into the RFS and will become part of the Agreement. Those known to have received a copy of the RFS will be notified of such changes.

### **C. Notification of Award**

All proposers will be notified of the selection decision within 60 days of the date Qualification submittals are due to the City of Greenfield (July 17, 2020 12:00 pm) unless otherwise notified by the City of Greenfield.

### **D. Agreement between Proposer and the City of Greenfield**

This Request for Services, as well as the selected proposer's Qualification submittal, and any addenda to that RFS, will become part of the final Agreement.

The Agreement shall be subject to Force Majeure considerations, and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations, shall be excused for the period of the non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the City. In the event that the extension is not possible, the provider may be required to rebate to the City a portion of the fee.

It is agreed, however, that since the performance dates of this Agreement are important to the implementation of the requested services, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the contractor, shall be deemed to render performance impossible, and the City shall thereafter have the right to terminate this Agreement in accordance with the provisions of the section entitled "Termination of Agreement."

It is also agreed that the City of Greenfield may terminate this agreement for no cause and without prejudice by a written notice at least thirty (30) days in advance to the organization/individual.

The City of Greenfield may also terminate the agreement if an appropriation is not available to continue the project.

#### **E. Insurance Requirements**

General - The organization/individual shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried should not be less than the kinds and amounts designated herein, and the contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the City, the provider shall indemnify, defend and hold harmless the City of Greenfield, its elected or duly appointed offices, directors and employees, against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon negligent or intentional acts or omissions of the provider, its employees or its agents in providing its services to employees of the City of Greenfield or their dependents pursuant to the agreement.

Level of insurance must adequately cover the liability exposure of the project and is subject to City of Greenfield approval.

Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this Agreement, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the contractor.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent out by registered mail, return receipt requested. These provisions

shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, trustee, and the successor in interest of the organization/individual.

All insurance coverage shall be placed with such organization as may be acceptable to the City of Greenfield and shall constitute a material part of the contractual documents. The City of Greenfield and its employees must be named as an additional insured and as a certificate holder on each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the Agreement. Upon execution of the Agreement the organization/individual will provide copies of certificates of insurance to the City of Greenfield.

Proposer will indemnify and save harmless the City of Greenfield and its employees against any and all claims for damages on account of personal injury, death and/or property loss by any act of omission due to negligence of the Proposer, its agents, or employees to any property of or under the control of the City of Greenfield during the term of, or any extension of the resultant agreement, and in case of any action or actions or other legal proceedings which shall be brought or instituted against the City of Greenfield on account of any such claims, Proposer shall indemnify and save harmless the City of Greenfield. However, should the claim be due to the negligence of the City of Greenfield, and/or its employees, Proposer will be held harmless.

Comprehensive General Public Liability, Property Damage Liability Insurance and Comprehensive Professional Services Liability/Errors and Omissions Insurance The organization/individual shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one accident, a total (or aggregate) limit of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of injury or destruction of property during the policy period.

The organization/individual shall also carry Comprehensive Professional Services Liability/Errors and Omissions Insurance coverage in an amount no less than Two Million Dollars (\$2,000,000.00), or ten percent (10%) of the project's estimated cost, whichever is higher.

Automobile Liability and Property Damage Insurance - The Contractor shall carry standard Automobile Liability Insurance covering all owned vehicles at sufficient levels to cover all damages incurred or caused by contracted employees of the awarded Contractor.

Workers' Compensation Insurance - A organization or incorporated business shall carry Workers Compensation Insurance as required by the Massachusetts General Law c. 152, Section 25.

#### **F. Indemnification**

The successful applicant shall agree to indemnify and hold harmless the City of Greenfield and its officers, employees, boards, commissions, agents and representatives against all claims, courses of action, suits, damages and liability of any kind which arise out of the negligence or willful misconduct of the successful applicant or its officers, employees, agents and representatives regarding the services to be performed by the successful applicant in implementing the scope of this RFS.

#### **G. Monitoring**

On a regular basis, the Mayor of the City of Greenfield or his/her designee will review the proposer's operations and inform the proposer if there are any issues associated with the service provided by the proposer. In light of serious infractions, illegal activities, or potential harm to the environment, the Mayor or his designee will have the authority to cease any and all proposer operations at any time.

#### **H. Licenses and Permits**

The proposer is responsible for attaining and holding in good standing all relevant licenses and certificates associated with the completion of these services. Evidence of these requirements are to be made part of the Qualification submittal. If a permit is not currently held or the application process is pending, the proposer should indicate such. The City of Greenfield reserves the sole right to decide if the Agreement may be awarded to the successful proposer despite the failure to produce the actual permits or copies thereof.

Licenses and permits must be held in force throughout the terms of the services as contractually agreed upon.

The name(s) of the proposer's key individual who will be performing the functions of managing the MAP must be submitted along with their resume(s) and professional registration(s). The individuals listed shall attend the interview. The proposal organization must have sufficient qualified staff to undertake and complete the project in a timely manner. The proposal organization must have experience administering CDBG funds or similar federal funds.

#### **I. Miscellaneous Information**

All information acquired by the Proposer from the City of Greenfield, or from others at the expense of the City of Greenfield, in performance of the agreement, shall be and remains the property of the municipality. All records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the proposer for delivery to the City of Greenfield shall be and will remain the property of the City of Greenfield.

The Proposer agrees that they 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, nor reproduce the same in any form except pursuant to the sole written instructions of the City of Greenfield.

#### **J. Minority or Woman Business Enterprise Participation**

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit qualifications in response to the Request for Services (RFS). For the purposes of this RFS, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is still certified at the time the vendor's Qualification submittal is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance at 617-727-8692.

## **SECTION IV.**

# **QUALIFICATION SUBMITTAL REQUIREMENTS**

### **A. Minimum Qualifications**

The applicant must possess the following minimum qualifications:

- a. The RFS Qualification submittal must be from an individual or established business, corporation, partnership, sole proprietorship, joint stock organization, joint venture, organization, non-profit or other entity engaged in the practice of providing economic development assistance to small business owners.
- b. A thorough knowledge of Massachusetts, Federal, and private business assistance programs - including eligibility requirements and application process.
- c. Prior experience administering business assistance programs of similar size and scope.
- d. Prior experience administering CDBG grant funding or similar federal funds.
- e. Financial and operational ability to perform the required scope and timeline.
- f. Familiarity and/or experience with the Franklin County business community or similar.

### **B. Selection Criteria**

Each proposal will be reviewed by the Owner to determine if it is complete prior to actual evaluation. The Owner reserves the right, but shall have no obligation, to eliminate from further consideration any proposal deemed to be substantially or materially nonresponsive to the RFS. The Owner will review all proposals and may select one or more responding organizations for personal interviews.

The selection of finalists will be based on the following minimum and evaluative criteria which reflect the Owner's objective to contract with a reliable and experienced contractor. An applicant will be deemed unacceptable if their proposal is deemed non-responsive or if the minimum evaluation criteria are not met.

### **C. Minimum Submission Requirements**

Submissions are expected to be in the following format:

1. Description of the organization's background.
2. Description of team, responsibilities and qualifications of the project team, including the specific project manager who will have overall responsibility for delivery of the services and completion of the project.
3. Description of how the proposed approach to this project will minimize project management costs while assuring high quality standards of performance in meeting the City of Greenfield's goals and objectives for completion of timely business eligibility review process.
4. Description of the organization's experience, with particular attention to identifying and describing knowledge of state/federal/private business assistance programs and projects in which similar business assistance services were provided.

5. A synopsis of the organization's approach to project management services, including how teams are organized to meet the needs of projects in general.
6. Description of the organization's experience in processing loans, including portfolio loan value.
7. Description of the organization's experience in handling grant funding, including an experience with CDBG funds or similar.
8. Description of the organization's knowledge of/experience with Franklin County businesses or similar.
9. Summarize what you believe your organization offers that are unique from other organizations in this field.
10. List the anticipated amount of support services and/or documents the City of Greenfield would be required to provide.

**D. References**

Provide three (3) references of persons with contact phone numbers from other municipalities or agencies where similar work has been done and who are familiar with the work of the responding organization. In addition, provide three (3) references of persons with contact phone numbers who are familiar with the work and professional skills of the proposed Project Manager. By submitting a proposal, a responding organization expressly authorizes the City and its representatives to contact all named references regarding the past performance of the organization and any of the proposed team members identified in the proposal.

**E. Required Forms**

Executed copies of each of the documents attached as Appendix B.

**F. Staffing Requirements**

1. The Proposer must set forth the staffing to be utilized for this service. Resumes shall include education, relevant past experiences, qualifications, licenses, and any other pertinent information that will assist in making the selection.

2. List each individual, their duties, the number of days each will spend providing this service must be broken down into the following categories:

Name

Work Assignment

Responsibilities

3. Submitting organizations must be prepared to contractually commit all individuals as submitted in their Qualification submittal to this service. Any deviation from the proposed individuals will constitute a breach of agreement to any contractual agreement which may result from this Request for Qualifications.

4. Should it become impossible for a contractually committed individual to complete their duties, for a reason such as termination of employment, any change in the proposer's staffing as outlined

in the Qualification submittal will be subject to the approval of the City of Greenfield. The Mayor of the City of Greenfield, or designee, shall notify the proposer within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the City of Greenfield.

## **G. Scope of Services**

Consultant will administer the MAP, including:

1. Consultant will collaborate with City of Greenfield Community & Economic Development Department (CEDD) to develop program design responsive to Microenterprises in the regional communities;
2. Consultant will develop and perform outreach across the regional communities for the MAP;
3. Consultant will participate in two (2) to five (5) outreach and informational workshops as requested by CEDD;
4. Consultant will establish a secure process for electronic submission of application and receipt of application documentation;
5. Consultant will:
  1. notify applicants of receipt of initial application, of any outstanding required documentation, and of successful completion of the application;
  2. review complete applications to determine eligibility and forward eligibility determination for funding to CEDD;
  3. work with applicants to identify and access other programs that may assist the microenterprise achieve and sustain successful long-term sustainability; and
  4. review eligible applicants' requests for funding and submit recommendations to the CEDD;

CEDD will review the Consultant's recommendations, make conditional awards, execute loan agreements, and manage payments to awardees;

Ninety days after the award payment, CEDD will send notice to the awardee requesting documentation of expenses and certification that there was no duplication of benefits as required for loan forgiveness;

Between 90-120 days post-award, the Consultant will review the awardee's documentation for compliance and make recommendations regarding forgiveness to the CEDD;

CEDD will review forgiveness recommendations and process loan forgiveness paperwork; and

Consultant will provide quarterly reports to the City on the 7th of the month following the quarter (Oct 7, Jan 7th, April 7th, July 7th).

## **H. Timeline**

The communities expect a fast turnaround time from award of this contract to issuance of loans. As such, the following is the preferred timeline for the program implementation:

July 23, 2020	Contract Awarded
July 29, 2020	First Outreach Workshop
August 3, 2020	Begin taking applications in an online portal
August 10, 2020	First Recommendations forwarded to CEDD

## **SECTION V. SELECTION PROCEDURES**

### **A. Selection Process**

1. The Review Committee for this project has been designated by the Mayor of the City of Greenfield.
2. The City of Greenfield Purchasing Agent will review all RFS Qualification submittals to make sure minimum requirements are met. Those Qualification submittals that meet all of the minimum requirements as outlined in this RFS, and are determined to be both responsive (those that offer all of the services requested in the RFS and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contractual Agreement) will be further reviewed by the Committee using the selection criteria outlined in this section.
3. Based upon the ranked proposals, the Committee will select the highest ranked submittals to be interviewed jointly by the Committee. After the interview process, the Committee will rank each of the Proposers on the pre-selection list based on the evaluation criteria and interview, and make a recommendation of award to the Mayor of the City of Greenfield.
4. Fee negotiations will take place with the most qualified proposer as determined by the Committee and as approved by the Mayor. The selected and approved proposer shall provide a fee proposal that includes a proposed lump-sum fixed fee and a per-loan percentage.
5. If the City of Greenfield is unable to negotiate a contractual Agreement, including the fee, with the top-ranked finalist, the City of Greenfield will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the City of Greenfield.
6. The City of Greenfield reserves the right to award the contract to the responsive and responsible proposer who submitted the Qualification submittal which best meets the City of Greenfield's needs, taking into account the Qualification submittal quality and evaluation

criteria. The Mayor’s decision or judgment on these matters shall be final, conclusive and binding.

**B. Minimum Evaluation Criteria**

Failure to meet the minimum evaluation criteria as specified in Section IV.A will result in the immediate rejection of the Qualification submittal and will not be subject to further review.

**C. Evaluation Criteria**

The following rating system will be used for those Respondents whose proposal meets the minimum submission criteria listed above. If any part of a proposal is determined to be unacceptable the proposal will not be reviewed further.

The City will evaluate proposal using the following rating system for the listed comparative criteria:

Highly advantageous	5 points	Response excels on the specific criterion
Advantageous	3 points	Response meets evaluation standard for the criterion
Least Advantageous	1 point	Response does not fully meet the criterion or leaves a question or issue not fully addressed
Does Not Meet	0 points	Does not address the criterion*

\*Proposal is automatically eliminated from further consideration if “0 points” is received in any category.

**Experience - Organization’s Background**

Qualifications and involvement of organization and the experience of such in relation to successfully implementing small business loans similar in size and/or nature.

- Highly Advantageous (5 points)  
Organization currently provides small business counseling and loans in Massachusetts and has more than ten (10) years of experience.
- Advantageous (3 points)  
Organization currently provides small business counseling and loans in Massachusetts and has more than five (5) years of experience.
- Less Advantageous (1 point)  
Organization currently provides small business counseling and loans in Massachusetts and has more than three (3) years of experience.
- Does Not Meet (0 points and elimination from further consideration)  
Organization has less than three (3) years of relevant experience in small business counseling and loans in Massachusetts

**Experience - Team and Key Staff**

Qualifications and involvement of key personnel to be assigned to this project and the experience of such personnel in relation to successfully implementing small business loan programs similar in size and/or nature.

- Highly Advantageous (5 points)  
Key staff that have at least seven (7) years of relevant experience in small business

counseling and loans or an individual within the organization having nine (9) years relevant experience in small business counseling and loans.

- Advantageous (3 points)  
Key staff that have at least five (5) years of relevant experience in small business counseling and loans or an individual within the organization having (7) years relevant experience in small business counseling and loans.
- Less Advantageous (1 point)  
Key staff that have at least three (3) years of relevant experience in small business counseling and loans or an individual within the organization having at least (5) years relevant experience in small business counseling and loans.
- Does Not Meet (0 points and elimination from further consideration)  
Key staff have less than three (3) years of relevant experience in small business counseling and loans and/or the most experienced individual within the organization having less than five (5) years of experience in small business counseling and loans.

### **Experience - Business Counseling and Assistance Programs**

Qualifications and involvement of organization and the experience of such in relation to successfully implementing small business counseling similar in size and/or nature.

- Highly Advantageous (5 points)  
Demonstrates a high level of experience, knowledge and familiarity with state/federal/private business assistance programs and small business counseling.
- Advantageous (3 points)  
Demonstrates some level of experience, knowledge and familiarity with state/federal/private business assistance programs, and small business counseling.
- Less Advantageous (1 point)  
Demonstrates a limited level of experience, knowledge and familiarity with state/federal/private business assistance programs, and small business counseling, but leaves uncertainty as to the ability to assist small businesses with appropriate referrals.
- Does Not Meet (0 points and elimination from further consideration)  
Does not demonstrate experience, knowledge and familiarity with state/federal/private business assistance programs.

### **Experience - Small Business Loans**

Qualifications and involvement of organization and the experience of such in relation to successfully implementing small business loans similar in size and/or nature.

- Highly Advantageous (5 points)  
Organization currently manages or has recently managed a portfolio of small business loans with a value over \$500,000.
- Advantageous (3 points)  
Organization currently manages or has recently managed a portfolio of small business loans with a value over \$250,000.
- Less Advantageous (1 point)  
Organization currently manages or has recently managed a portfolio of small business loans with a value over \$100,000.

- Does Not Meet (0 points and elimination from further consideration)  
Organization is not currently managing or has not recently managed a portfolio of small business loans with a value over \$100,000.

### **Experience - Grant Management**

Qualifications and involvement of organization and the experience of such in relation to successfully managing grants.

- Highly Advantageous (5 points)  
Organization currently manages or has recently managed CDBG funds.
- Advantageous (3 points)  
Organization currently manages or has recently managed federal grants.
- Less Advantageous (1 point)  
Organization currently manages or has recently managed other grant funding.
- Does Not Meet (0 points and elimination from further consideration)  
Organization has no experience managing grant funding.

## **SECTION VI. SUBMISSION REQUIREMENTS**

### **A. Submission**

One sealed envelope or container containing an original and five (5) copies of the RFS Qualification submittal marked “RFS 21-01: Franklin County COVID Recovery Microenterprise Assistance Program (MAP)” must be received per the time frame outlined in the legal advertisement. It is the sole responsibility of the proposer to insure that the Qualification submittal arrives on time and at the designated place. **Send/deliver all submissions to: City of Greenfield, Procurement Office, 14 Court Square, Greenfield, MA 01301.**

Electronic submissions will not be accepted.

Within your RFS Qualification submittal, please supply each of the following items and clearly structure and label your Qualification submittal:

#### **1. Cover Letter including:**

- name of Agency/organization, address and telephone number, signed in ink by someone authorized to sign such documents.
- a statement that the Qualification submittal is in accordance with this Request for Services and that the proposer has read and understands all sections, provisions, and addenda herein. Exceptions, if any, are to be clearly stated.

#### **2. Response to Section IV.C.**

3. Attach a Financial Statement for the two previous calendar years attested by a CPA or Bank Officer. In respect of confidentiality, this may be submitted (one copy) in a separate envelope. This information will only be used if financial information provided in the Qualification submittal is not adequate to communicate financial capabilities. If you do not provide financial statements, you must include a letter to that effect and provide some other means to determine the financial status of your organization.

4. Attach a statement of any legal administrative proceedings, pending or concluded adversely, to the applicant within the past five (5) years which relate to the applicant's performance of this type of work.

5. Required forms listed in Appendix B.

## **B. Acknowledgements**

The Owner reserves the right to modify this RFS, in whole or in part, prior to the date fixed for submission of the proposals, by issuance of an addendum or addenda, which shall be posted on the Owner's website. The Owner may extend the deadline for submission of proposals if, in the Owner's judgment, such extension is necessary for any reason. It is the responsibility of each respondent desiring to submit a proposal to obtain any and all addenda that may be issued in connection with this RFS.

The Owner may cancel or modify this RFS, in whole or in part, or reject all proposals submitted in response to this RFS if such action is determined to be in the best interest of the Owner. The Owner reserves the right to waive any irregularities or requirements, and to negotiate with all respondents, in any manner necessary, in its sole judgment and discretion, to serve the best interest of the Owner. Proposals that are incomplete, conditioned, or are otherwise not in conformance with this RFS may be rejected at the sole discretion of the Owner.

A proposal may be considered non-responsive if it includes extraneous information not specifically requested in this RFS. Clarity and conciseness of proposal will be valued over sheer volume. The Owner reserves the right to request clarification of any aspect of any submitted proposal or to request additional information that might be required to evaluate a proposal.

By submission of a proposal each respondent acknowledges and agrees that all documentation and or materials submitted shall become and remain the property of the Owner. The Owner shall have the right to use any or all portions of any proposal, as it considers necessary or desirable in connection with the project. By submission of a proposal, the respondent thereby grants to the Owner an unrestricted royalty-free license to use the proposal and all materials submitted therein in connection with the project. Respondents are advised that, once an award has been made, proposals submitted to the Owner in response to this RFS are considered public records as defined by Massachusetts General Laws, Chapter 4, §7, clause 26.

All expenses and costs, including but not limited to legal costs, associated with developing or submitting a proposal in response to this RFS, or associated with oral or written clarification thereof, including all presentation materials and related costs and travel expenses, shall be borne solely by the responding organization, and under no circumstances shall the Owner be responsible for any such cost or expense incurred by any responding organization.

## APPENDIX A

# FRANKLIN COUNTY COVID RECOVERY MICROENTERPRISE ASSISTANCE PROGRAM (MAP)

6/12/2020

The City of Greenfield in collaboration with 24 Franklin County municipalities is creating a Microenterprise Assistance Program (MAP) for small businesses that have suffered negative economic impacts from the required shut-down or restrictions put in place in March 2020 by Governor Baker's Declaration of COVID-19 State of Emergency.

The City intends to engage a consultant experienced in small business lending to administer this new small business (forgivable) loan program in support of the continued operation or re-opening of small businesses that are dealing with the negative economic impacts of the COVID-19 pandemic.

The goal of this program is to quickly make funds available to businesses to "tide them over" during the pandemic until they are able to access the other programs and/or restore revenue streams and cash flow for their small businesses.

**Microenterprise Assistance** (forgivable loans) to small businesses of up to \$10,000 for business expenses (payroll, salaries, health care, rent, mortgage interest, inventory), forgivable 120 days after issued as long as they provide documentation that the funds have been spent in line with the presented budget and the owner certifies that they have not received nor will they receive funds for these expenses from other funding programs.

The following are the eligibility criteria:

1. Microenterprise businesses are those with 5 or fewer employees (including the owner)
2. Owner's household income is less than 80% HUD median income adjusted by household size
3. Business must be a for-profit business with a physical presence in Franklin County.
4. Businesses must provide goods or services to multiple clients or customers.

5. Businesses must be in good standing with the state and city/town:
  - a. Current on all taxes due thru 3/1/2020,
  - b. Active and valid state licenses/registrations, if applicable, and
  - c. Not a party to litigation involving the state or municipality.
6. Business must have been established prior to 1/1/2019 and currently be in operation to the extent allowable under Re-Opening Massachusetts requirements or be actively planning to reopen.
7. Businesses must have annual sales of greater than \$20,000/year.

Small businesses will need more funds than can be made available through this program. Our goal is to have the consultant work with businesses to develop and implement a business survival strategy (if they have not already done so) and to provide some quick financial resources to make at least good faith effort payments to their employees and vendors. The consultant will also work with the businesses to help them apply for the other small business assistance programs that are available. We are hopeful our program will tide small businesses over so they can access the federal Paycheck Protection Program or Pandemic Unemployment Assistance.

Grant (forgivable loans) awards to Microenterprise (will be based on what the business needs for the next 90 days and will be capped at \$10,000).

# **Appendix B**

**TO  
REQUEST FOR SERVICES  
FOR**

**21-01 Franklin County COVID Recovery Microenterprise  
Assistance Program (MAP)**

**CERTIFICATIONS**

## Certification that State Taxes are Filed and Paid

Pursuant section forty-nine A of chapter sixty-two C of the general laws, the following certification must be completed and attached to the bid or proposal: I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My Social Security number (voluntary) or Federal Identification number is: \_\_\_\_\_

\_\_\_\_\_

**BY:** \_\_\_\_\_

Signature of Individual/Corporate Name (Mandatory)

Corporate Officer (Mandatory, if applicable)

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

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

**Certification of Non-Conflict of Interest:**

The undersigned certifies under penalties of perjury that no official or employee of the governmental body for which the attached solicitation is proposed is peculiarly interested in this proposal or bid or in the contract which it offers to execute or in expected profits to arise there from; and further that no official or employee of said governmental body will receive any commission, discount, bonus, gift, contribution, or reward from or share in the profits of any person making or performing such contract. 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 of individuals.

**Signature:** \_\_\_\_\_

Name of person signing bid or proposal

**Typed:** \_\_\_\_\_

Name of Business

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

**City of Greenfield**  
**GREENFIELD, MASSACHUSETTS 01301**  
**NON COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

M \_\_\_\_\_ being first duly sworn deposes:

(1) He/she is the \_\_\_\_\_ of \_\_\_\_\_ the Bidder that has submitted the attached bid:

(2) He/she is fully informed respecting the preparation and contents of the attached bid and all of pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greenfield, Massachusetts or any persons interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Title: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Signed: \_\_\_\_\_