

SECTION B – SUPPLIES OR SERVICES

B.1.

B.1.1. Basic Contract Period – 12 Months

Price \$ _____

B.1.2. Option Period I – 12 Months

Price \$ _____

B.1.3. Option Period II – 12 Months

Price \$ _____

B.1.4. Option Period III – 12 Months

Price \$ _____

B.1.5. Option Period IV– 12 Months

Price \$ _____

Annual fixed price to be billed by contractor on a quarterly basis.

SECTION C – DESCRIPTION / STATEMENT OF WORK

C.1. Background and Objectives

The Massachusetts Manufacturing Extension Partnership (the “MEP Center”) is the manufacturing center for the Commonwealth of Massachusetts, and receives federal funding pursuant to grants with the National Institute of Standards and Technology (“NIST”), including grants under the Manufacturing Extension Partnership (“MEP”) program.

In order to protect and enhance the investment in these efforts, the MEP Center is seeking contractor assistance to help manage its program and institutional responsibilities.

C.2. Scope

The contractor shall manage the aspects of the MEP Center described below. The Board of Directors of the MEP Center will set the overall strategic direction and budget through an annual Operating Plan (the “Plan”), which may be subject to approval by governmental authorities. The Plan will be implemented by the Contractor.

C.3. Tasks

C.3.1 Financial Management

The Contractor shall perform the following financial management tasks for the MEP Center:

- Preparation of financial reports
- Preparation and management of budgets
- Preparation for and management of federal and state audits and financial regulations
- Management of internal and external financial systems

C.3.2. Human Resource Management

The Contractor shall perform the following human resource management tasks for the MEP Center:

- Recruitment
- Staff augmentation
- Employee benefits
- Employee review, training and advancement

- Personnel procedures

C.3.3. NIST Reporting and Evaluation

The Contractor shall perform the following tasks associated with reporting to NIST and other interested parties:

- Development and support of the MEP Center's strategy for meeting the Minimally Acceptable Impact Measures (MAIM)
- Development of economic impact studies
- Preparation of NIST reporting requirements

C.3.4. Strategic Planning

The Contractor shall perform the following tasks associated with strategic planning:

The contractor shall conduct and facilitate strategic planning sessions with the Board of Directors and shall demonstrate a thorough understanding of the requirements

- Conducting and facilitating strategic planning sessions with the Board of Directors
- Recommending and implementing strategic plan activities

C.3.5. Partnerships

The Contractor shall perform the following tasks associated with partnerships involving the MEP Center:

- Identification of and securing new strategic partners for the MEP Center
- Monitoring partner activities in compliance with federal regulations
- Developing and maintaining cost share policies and procedures

C.3.6. Funding Sources and Grants Management

The Contractor shall perform the following tasks associated with funding sources and grants management for the MEP Center:

- Maximizing access to private and public funding
- Leveraging resources
- Development and implementation of state and federal grant opportunities

C.3.7. Information Technology

The Contractor shall perform the following tasks associated with information technology for the MEP Center:

- Development and maintenance of integrated project tracking system
- Development and maintenance of integrated time reporting system
- Development and maintenance of client management system
- Integration of SupplyPoint database

C.3.9. Sales Support

The Contractor shall perform the following tasks associated with sales support for the MEP Center:

The contractor shall identify business opportunities for the Center. The contractor shall determine training levels and required capabilities of sales and delivery staff. The contractor shall provide solutions to staff augmentation needs. The contractor shall define its delivery methodology and product line to be used for enterprise-wide solutions to clients and other client services.

- Identification of business opportunities
- Management of sales and delivery staff
- Development and management of product and services delivery for clients

C.3.10 Technology Transfer

The Contractor shall perform the following tasks associated with technology transfer for the MEP Center:

- Overseeing and managing development and commercialization programs and initiatives involving technology transfer
- Developing relationships to enhance new product development

C.3.11 Business

The Contractor shall perform the following tasks associated with business matters of the MEP Center:

The contractor will explain how it will manage all Center legal matters and issues, internal and external financial reporting and internal and external audit requirements, including compliance with generally accepted government audit standards, and all federal, state and local tax filing obligations.

- Preparation of required business filings
- Management of legal and contract issues
- Maintenance of accounting system

C.3.12. Board of Directors Communications

The Contractor shall perform the following tasks associated with communications with the MEP Center Board of Directors:

- Management of Board meetings and governance matters
- Assist Board in proposal and document reviews
- Assist Board in federal and state compliance issues

C.3.13. MEP Center Collaboration

The Contractor shall perform the following tasks associated with MEP Center collaboration among various other appropriate MEP Centers:

- Management of MEP Centers collaborative activities
- Developing common methodologies

C.3.14. Other Services

The Contractor shall perform the additional tasks identified in its proposal that benefit the MEP Center.

SECTION D - DELIVERIES OR PERFORMANCE

D.1. PERIOD OF PERFORMANCE

The base period of performance for this contract shall be for 12 months from the date of contract award with four additional 12 month options periods. The option periods shall be exercised if the MEP Center (1) receives a favorable performance review from NIST in accordance with applicable NIST guidelines; and (2) the MEP Center continues to receive federal funding.

D.2. HOURS OF PERFORMANCE

Performance under this contract shall be accomplished between the hours set forth by mutual agreement between the parties.

D.3. PLACE OF PERFORMANCE

The place of performance shall be determined by the contractor. The MEP Center agrees to make available to the Contractor, without charge, the use of such facilities and equipment of the MEP Center as the Contractor may reasonably require in connection with its performance under this Contract.

SECTION E - PAYMENT AND INVOICE SUBMISSION

- A. The Contractor shall submit invoices quarterly. One original invoice complete with all required back-up documentation must be forwarded to the following address:

Massachusetts MEP
Attn: Finance Manager
100 Grove Street Suite 108
Worcester, MA 01605

- B. Payment amounts shall be in accordance with the Business Proposal submitted by the Contractor and may include advance payments of up to 3 months.

- C. All direct costs incurred by the Contractor on behalf of the MEP Center shall be billed to the MEP Center by the Contractor without indirect burden or as other negotiated between the parties.

SECTION F - SPECIAL CONTRACT REQUIREMENTS

F.1. Adjustments to Operating Budgets

The parties acknowledge that the MEP Center's resources may change significantly from those contained in the Operating Budget for a given year, due for example to the MEP Center's success in obtaining grants or additional contract revenues. With the consent or at the direction of NIST, the Operating Budget may be adjusted as the Contractor or the Board of Directors of the MEP Center determines to be necessary or appropriate to reflect changes in available resources. Thereafter the Contractor will be subject to the limitations of the Operating Budget as so adjusted and will have the flexibility to adjust line item amounts so long as the overall budget parameters are met and are within the NIST guidelines. Adjustments to the Operating Budget shall in each case be consistent with the overall strategic direction of the MEP Center, as approved by its Board of Directors and reflected in the Strategic Plan.

F.2. Corporate Governance

The MEP Center shall use its best efforts to amend its organizational documents if and to the extent inconsistent with the provisions of this Contract. No employee of the Contractor shall serve as a member of the Board of Directors of the MEP Center. Consistent with US Government requirements, the MEP Center shall authorize the Contractor to direct the day-to-day operations of the MEP Center and the Contractor's chief official may perform the duties of executive director and execute any and all documents or instruments necessary to conduct the business of the MEP Center. The MEP Center shall indemnify the Contractor and each of its employees, officers, directors, advisors, and representatives as fully as applicable state law allows in the case of officers and directors of nonprofit entities generally.

F.3 Standard of Conduct

The Contractor shall carry out its duties under this Contract in a diligent and prudent manner. Recognizing that the Contractor's role requires the exercise of business judgment, and recognizing that the possible multi-state nature of this managerial approach involves various and potentially conflicting interests, the MEP Center agrees that neither the Contractor nor any of its employees, officers, directors, advisors, or representatives shall be personally liable for monetary damages to the MEP Center unless such person is adjudicated to have acted in knowing contravention of law or this Contract, or to have act dishonestly in a manner that he or she knew, or should have known, was materially prejudicial to the interests of the MEP Center. The MEP Center acknowledges that the Contractor and each of its employees, officers, directors, advisors, and representatives may enter into agreements with and receive compensation from third parties, and need not account to the MEP Center for any profits from such other activities or such other agreements.

F.4 Termination

A non-defaulting party may terminate this Contract if the other party fails to cure a material breach of the Contract within 30 days after the non-defaulting party gives notice of the breach. The Contractor may terminate or suspend this Contract, upon notice, in the event that the MEP Center becomes insolvent or will likely become unable to cover its payment obligations to the Contractor. Upon 30 days notice given and not more than 90 days before the end of the Contract term (including any option period), either party may terminate this Contract if the parties are unable to reach agreement on an Operating Budget for the succeeding year; during the 30 days after the giving of such notice, both parties shall use their best efforts to reach agreement on the Operating Budget.

F.4 Notices

Each notice given pursuant to this Contract shall be in writing, delivered to the other party's president or chairman of the board at such person's last known business address. Notice shall be deemed effective when actually received by the president or chairman or (if earlier) on the next business day after delivery to such business address.

F.5 Dispute Resolution

The parties acknowledge the importance of maintaining a good working relationship between the MEP Center and the Contractor. If a dispute or controversy arises between them under this Contract or otherwise (a "dispute"), then upon a written request of either party citing this provision, senior representatives of the MEP Center will meet promptly with a senior representative of the Contractor in a good faith attempt to resolve the dispute. If, for any reason, the dispute remains unresolved more than 30 days after such request, either party may submit the dispute to binding arbitration under the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association, or under alternative procedures agreed to by both parties. At the request of either party, a representative of NIST may attend the arbitration. The arbitration shall occur in a location as is mutually convenient to the parties. The arbitrator (or at least one of them, if more than one) shall be an attorney experienced in commercial and contracts matters, and the arbitrator(s) shall be required to decide each claim in accordance with applicable law and to set forth in writing the award and a summary of those facts considered by the arbitrator(s) to be material to such decision. The parties agree that the arbitrator(s) shall not have the power to award punitive damages to any party, but the prevailing party shall be entitled to reimbursement of attorneys' fees and costs of the arbitration except as otherwise determined in the discretion of the arbitrator(s). The parties agree to preserve the confidentiality of the arbitration proceeding, and shall not make any public disclosure concerning the subject matter of any arbitral dispute except as required by law or except as the

other party may consent. Judgment on the award rendered by the arbitrators(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be enforceable under the Uniform Arbitration Act. Unless disallowed by the arbitrator(s), a party may seek a preliminary injunction or other preliminary judicial relief to the extent necessary to avoid irreparable harm. Despite any such action the parties will continue to participate in good faith in the procedures specified in this Section. All applicable statutes of limitation shall be tolled during the pendency of any arbitration hereunder, and the parties agree to take such action, if any, required to effectuate such tolling.

F.6 Metric System

The Contractor shall, to the extent practicable and economically feasible, shall deliver products and services that are dimensioned in the metric system of measurement.

F.7 Energy Conservation

The Contractor, to the extent practicable and economically feasible, shall deliver products and services that conserve natural resources and protect the environment and are energy efficient.

F.8 Access to Records

The MEP Center, NIST, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

F.9 Mandatory Contract Provisions

The following provisions of Appendix A to Part 215 of Title 2 of the C.F.R. are hereby incorporated by reference:

- Equal Employment Opportunity
- Clean Air Act
- Federal Water Pollution Control Act
- Byrd Anti-Lobbying Amendment
- Debarment and Suspension

SECTION G - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

G.1. General Instructions

1. Your attention is directed to the requirements for technical and business proposals to be submitted in accordance with the following instructions which establish the acceptable minimum requirements for the format and content of proposals.
2. The proposal must be signed by an official authorized to bind your organization. The proposal must be submitted electronically to pdonovan@kdmmpc.com .
3. The proposal must be prepared in two parts: a "Technical Proposal", and a "Business Proposal." Each of these parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. The technical proposal must not contain reference to cost or price; however, resource information, such as data concerning expected number of labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions.
4. Offerors are hereby advised that information submitted in excess of that requested will not be evaluated.
5. It is understood that your proposal shall become part of the official contract file.
6. Proposals will be evaluated in accordance with the evaluation criteria set forth in Section M of this RFP.
7. The RFP does not commit the MEP Center to pay any cost for the preparation and submission of a proposal.
8. Any resultant contract shall include the general provisions applicable to the selected Offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or regulations, in effect at the time of execution of the proposed contract, are hereby included by reference if not included in full text.
9. Questions concerning this RFP shall be submitted in writing no later than 7

days after the first public release of this RFP.

G.2 Proposal Organization

Offeror's proposals shall consist of the following two separate volumes:

Volume I - Technical Proposal

Volume II - Business Proposal

G.2.1. Volume I - Technical Proposal Instructions

The Offeror's proposal shall stipulate that it is predicted upon all the terms and conditions of the RFP. In addition, it shall contain a statement to the effect that it is firm for the period at least sixty (60) days for the date of receipt. Offerors shall submit proposals comprehensive enough to provide the basis for a sound evaluation. The information should be precise, factual and responsive.

The technical proposal shall be the most important factor used in the evaluation of a firm's capability to perform the requirement set forth in the Statement of Work. Therefore, your proposal must present sufficient information to reflect a thorough understanding of the work requirements and a detailed plan for achieving the objective of the scope of work. The technical proposal shall include a description of the techniques and procedures to be employed in achieving the proposed end results in compliance with the performance objectives of the description of work.

To permit a thorough and effective evaluation, the proposal should be as concise, complete and clear as possible. Inclusion of any important consideration not covered by this request is encouraged. The technical proposals shall be sufficiently detailed, specific and complete as to enable a thorough evaluation of the proposal, and a sound determination that each proposal will have a reasonable likelihood of meeting the requirements as set forth in the Statement of Work. A proposal which merely offers to conduct a program in accordance with the requirements of the Statement of Work will not be eligible for award; Offerors shall include an explanation of the proposed technical approach in conjunction with the requirements of Section C of this RFP. Statements to the effect that the Offeror understands and will comply with the Statement of Work in whole or in part, phrases such as "standard procedures will be used" or well-known techniques will be utilized" and generalities of textbook theories and techniques will not constitute compliance with the requirements concerning the content of the technical proposal. It is essential that the Offeror present information in sufficient detail so as to permit an evaluation of the technical proposal without further information being required from the Offeror.

1. Technical/Management Approach

The excellence with which the offeror describes sound and creative solutions to the requirements of the contract. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of the tasks contained in Section C. Management and cooperation of consultant and /or subcontractor efforts must be contained, if applicable, with your proposal. Offerors shall provide an organizational chart which displays internal and external organization relationships and demonstrates who has responsibility for administrative oversight over each contract activity. The technical proposal will be evaluated based on the excellence with which the Offeror describes sound and creative solutions to the requirements of the contract.

The technical proposal shall clearly indicate an understanding of the Statement of Work, taking into account any possible complications in conducting a contract of this type and subject.

The technical proposal shall discuss the methodology to be used in the resolution of any potential complications, as well as scheduling and managing the performance of the individual and multiple tasks involved in performance of the Statement of Work.

2. Personnel Experience

The technical proposal must provide a list of names and proposed duties of the professional personnel, consultants and any key subcontract employees proposed for assignment to the project. Resumes should be included and should contain information on education, background, recent experience relevant to the requirements of the Statement of Work and specific accomplishments.

The Offeror's personnel should possess the skills and knowledge of the Manufacturing Extension Program.

Additional personnel, if any who will be required for full-time employment or on a subcontract or consultant basis must be identified. The technical areas, character, and extent of subcontract or consultant activity must be indicated and the anticipated sources must be specified and qualified.

Each resume should list the following information for each person proposed:

- a. Employee name
- b. Project name
- c. Nature of Assignment
- d. Date of Assignment
- e. Brief description of duties, responsibilities and accomplishment
- f. Education, degrees/certifications obtained

Each resume should also list the following information for each person proposed, the Offeror shall indicate whether the person is:

- a. Currently employed by the contractor;
- b. Planning to join the organization;
- c. A subcontractor; or
- d. Other arrangements have been made.

3. Past Performance

The technical proposal shall list the Offeror's experience and understanding of the Manufacturing Extension Program. In addition, the technical proposal shall list at least three contacts associated with contracts performed by the Offeror of similar size and scope to the requirements of the Statement of Work. Contact information shall include name, address, and telephone number.

G.2.2. Volume II - Business Proposal Instructions

The business proposal must be prepared and submitted in the following format:

G.2.2.1. Cover Page

The Offeror shall provide the name of the organization, business address, title of the project, date proposal submitted, and RFP number on the cover page.

G.2.2.2. Table of Contents

Include in the table of contents sufficient detail so that all important elements of the proposal can be located readily.

G.2.2.3. Price Proposal

The Offeror, as a minimum, shall submit a price proposal fully supported by documentation adequate to establish the reasonableness of the proposed amount. The information must be in sufficient detail to allow a complete price analysis. The price proposal shall provide information that is adequate to validate that the

proposed prices are consistent with the technical proposal; provide information to support an analysis of material cost; and provide supporting information such as explanations or supporting rationale as needed to permit an evaluation of proposed prices.

G.3. Type of Contract

The type of contract that will be awarded is expected to be a fixed price contract.

SECTION H – EVALUATION FACTORS FOR AWARD

H.1. General

In order for proposals to be considered acceptable and eligible for evaluation, they must be prepared in accordance with, and in compliance with, the instructions provided in Section G of this solicitation.

Proposals that merely offer to conduct a program in accordance with the requirements of the Statement of Work will not be considered technically acceptable or eligible for an award.

H.2. Award/Selection Criteria

H.2.1. Award

An award will be made to the Offeror who is determined to be responsive and responsible in accordance with the terms and conditions of the RFP and whose proposal offers the greatest overall value. In making this determination, technical merit and past performance are considered of equal importance. Price is considered of less importance than either technical merit or past performance. Award will be made to the Offeror whose proposal is considered to be the most advantageous to the MEP Center.

H.2.2. Selection

The acceptability or unacceptability of the technical portion of each Offeror's proposal will be based upon an evaluation by a Technical Evaluation Committee (Committee). The Committee will evaluate each proposal in strict conformity with the evaluation criteria of the solicitation utilizing written critiques. The Committee may request submission of clarifying information from an Offeror.

It is possible that oral or written discussions will be conducted with all Offerors in the competitive range if one is established. All aspects of the proposals are subject to discussions, including price, technical approach, and contractual terms and conditions. However, the MEP Center reserves the right to make award without further discussions of the proposals received. Therefore, it is important that your proposal be submitted initially on the most favorable terms from both the technical and price standpoints.

A final analysis will be made prior to award that will consider the strengths and weaknesses of the technical and business proposals and will include a price/cost analysis.

H.3. Technical Evaluation

Technical proposals will be evaluated utilizing the evaluation criteria below. Both factors are of equal weight:

- a. Technical/Management Approach
- b. Personnel Experience

H.4. Past Performance Evaluation

The past performance of each offeror on projects of similar size and scope will be evaluated. The MEP Center reserves the right to obtain information on past performance from other sources other than those identified in the Offeror's proposal.

H.5 Price

The prices offered will be evaluated for price realism. Artificially low prices may be grounds for rejection of a proposal.