



## **Request for Proposal**

### **MeVa Ferryboat Business Plan**

**Proposal Due Date: Friday, May 16, 2025, 12:00 P.M.**

**Merrimack Valley Planning Commission  
Elizabeth Maldari, Regional Mobility Planner  
160 Main Street  
Haverhill, MA 01830  
Telephone: (978) 374 - 0519**

## **I. PROJECT BACKGROUND**

The MeVa Ferryboat Business Plan is a joint initiative between the Merrimack Valley Planning Commission (MVPC) and Merrimack Valley Transit (MeVa) to produce a business plan for an electric passenger ferry serving the Merrimack Valley. The selected RFP respondent will develop a business plan which includes all components detailed in Section III BUSINESS PLAN COMPONENTS. MVPC staff will oversee the project, including the selection of a selected respondent. Both MVPC and MeVa staff will engage with the selected respondent, with MVPC functioning as the contract and project manager.

### **FTA FERRYBOAT FUNDING**

MeVa Transit was awarded funding through the Low-No Emissions FTA Grant in 2022 for the construction of two solar powered ferryboats. As the grant does not cover operations or dockside improvements, MVPC and MeVa will use the Ferryboat Business Plan to estimate additional funding needs and guide service design for ferry operations in alignment with federal, state, regional, and local environmental and resiliency goals.

The FTA grant covers the acquisition of two (2) high efficiency, safe, stable, solar electric SPVs (mini-ferries) with a Coast Guard COI for operation on protected navigable waters, inclusive of training for operations and maintenance of the bespoke technology. The vessels will have a twenty-five (25) year useful life per FTA C 5010.1E and be designed to provide a Net Zero Energy system and service, and will not have an internal combustion engine or generator on board.

The vessels will carry a minimum of eighteen (18) seats, inclusive of two (2) crew spaces/helm seat, with two (2) of the passenger positions available or convertible for use by individuals using a mobility devices. The vessels will be designed to be capable of at least 10 knots SOW (speed over water) in still water with all passengers and crew on board and a maximum speed of 14 knots SOW in certain ideal conditions and with a less than full laden weight, with a draft of not more than 2-feet. The vessels will be silent, produce a minimum wake and be capable of navigating the various marinas, moorings and boat traffic.

### **MASSDOT ZERO EMISSION VEHICLE FLEET TRANSITION PLAN**

MassDOT is currently contracting HATCH to support regional transit authorities statewide to develop zero emission vehicle fleet transition plans. Technical work for MeVa will include recommendations for dock upgrades and high-level, conceptual designs to enable the proposed EV ferryboat. The selected respondent to this RFP will consult with Hatch to incorporate recommendations to the business plan and financial assessment.

### **AMESBURY DOCK STUDY**

The Amesbury-owned parcel known as Washington Landing has served as the municipality's only public boat ramp facility since at least 1965. Named Washington Landing to commemorate President George Washington's landing in 1789, the location served as the Amesbury's landing location for the ferry that operated between what is now Newburyport and Amesbury from 1669 to 1792. This parcel has served as a public boat access for Amesbury residents since at least 1965. The facility was last improved in the mid 1980's with the repaving of the parking area and the boat ramp.

The City seeks to redevelop the existing public boat ramp and parking area facility to provide consolidated maritime support service to its citizens. The project contemplates site improvements for a future permanent Harbormaster Office and other support services to Amesbury's existing marina operators and recreational

boaters including the proposed ferry service. The proposed project is expected to support and induce significant capital investments in the adjacent marina facility and other marinas along Amesbury's shoreline. Accordingly, with enhanced maritime support services, this project is intended to significantly expand Amesbury's job and tax base relating to recreational boating on the Merrimack River.

## **II. ABOUT THE PARTNERS**

### ***ABOUT THE MERRIMACK VALLEY PLANNING COMMISSION (MVPC)***

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.

### ***ABOUT MEVA TRANSIT***

Merrimack Valley Transit (MeVa), formerly known as the Merrimack Valley Regional Transit Authority (MVRTA), is the Regional Transit Authority serving sixteen cities and towns in the northeast corner of Massachusetts. MeVa's service district is anchored by the Merrimack River and centered on the gateway cities of Lawrence, Haverhill, and Methuen. Service also extends to the seacoast and several rural and suburban communities further south and east of the river. MeVa carries 3.4 million riders per year on its fixed-route buses and mini MeVa paratransit. MeVa was first established under Massachusetts law as the MVRTA in 1974 and began operations in 1976. On February 6, 2025, the MeVa advisory board voted to adopt a permanent fare free policy for all fixed route and paratransit services.

## **III. ABOUT THIS REQUEST FOR PROPOSAL**

### ***PROJECT GOAL***

In partnership with MeVa, MVPC is seeking a selected respondent to develop a business plan for a passenger-only ferryboat service on the Merrimack River between Haverhill and Newburyport with a stop in Amesbury. At the conclusion of this project, the selected respondent will deliver a business plan document supported by both qualitative and quantitative research. The business plan will include a critical path to implementation, detailing the major milestones that must be completed, in their appropriate order, to construct appropriate facilities and roll out EV Ferry Service in the Merrimack Valley. Selected respondents may use the following business plan components as a guide for the final report:

- EXECUTIVE SUMMARY
- INTRODUCTORY CONTEXT
- SITUATIONAL ANALYSIS
- OPERATIONAL NEEDS
- INFRASTRUCTURE NEEDS
- FINANCIAL ANALYSIS AND BUSINESS PLAN
- CRITICAL PATH

Section III of this RFP, BUSINESS PLAN COMPONENTS, describes the base level of information that MVPC anticipates the selected respondent will include in its final deliverable. The selected respondent is encouraged, however, to propose additional content/information that may be omitted from the RFP's description. In its response, the selected respondent should explain how any new proposed information/research/content will inform the final business plan.

## **IV. BUSINESS PLAN COMPONENTS**

### **1. EXECUTIVE SUMMARY**

This section of the report will describe the purpose of the MeVa Ferryboat Business Plan and present key findings in a summary that highlights the results of a situational analysis and recommendations for operational phases and infrastructure needs. The executive summary should be written as a standalone document which may be presented separately from the larger report (i.e. MVPC and Regional Transit Authority, MeVa may wish to give this section to interested clients, supporters, funding partners, legislators, etc.).

### **2. INTRODUCTORY CONTEXT**

This section will state the purpose of the MeVa Ferryboat Business Plan:

- To develop a critical path to achieve electric ferry service on the Merrimack River; and
- To recommend best practices for a financially sustainable and efficient ferry.

This section will then briefly demonstrate how future ferry service aligns with goals of transportation, economic, and environmental plans produced by MVPC, MassDOT, and/or other local partners. MVPC recommends reference to specific visions and goals contained within the following reports:

- Metropolitan Transportation Plan (MVPC)
- Merrimack Valley Comprehensive Economic Development Strategy (MVPC)
- Congestion Management Plan (MVPC)
- Hazard Mitigation Plan (MVPC)
- Any relevant local plans (such as ADA Self-Evaluation and Transition Plans)

This section will also define the context of the business case analysis, providing information related to MeVa's service area, the demographics of its service populations (by community or proximate route), MeVa's past and current operations, etc.

### 3. SITUATIONAL ANALYSIS

This section of the report will explore the context and opportunities of the ferry service holistically across several topics, including but not limited to transportation. The selected respondent should explore the topics listed in the tables below, providing narrative that includes qualitative research (with included sources) and/or quantitative analysis. This section will be used to guide operational and infrastructure needs, described in more detail later in this RFP.

Table 1 – Transportation Situational Analysis

TOPIC	DESCRIPTION
Confirm Service Locations for Situational/ Opportunities Analysis	Assess locations for potential service, currently assumed to be Haverhill, Amesbury, and Newburyport. Perform basic assessment of conditions at assumed dock locations.
Alternatives Assessment	Explore opportunities for alternative terminals on the Merrimack at a high level. Some possible alternatives include Salisbury and a proposed Lowell to Lawrence route.
Travel Demand and Travel Time Competitiveness	<p>Determine the travel time between proposed key service locations, assumed to be in Haverhill, Amesbury, and Newburyport. Travel time should be coded into an appropriate tool to assess travel demand.</p> <p>The selected respondent may propose the best way to accomplish this, employing one or a combination of the following tools: statewide travel demand model, FTA's STOPS model, location-based services projection tools such as Replica.</p> <p>Analyze the travel demand for the ferry service at the following times:</p> <ul style="list-style-type: none"> <li>• AM Peak Weekday</li> <li>• PM Peak Weekday</li> <li>• Typical Saturday</li> <li>• Typical Sunday</li> <li>• Holiday</li> </ul> <p>If possible, estimate service potential during atypical peak periods, for example, on holiday weekends during the summer.</p> <p>The selected respondent may wish to review MVMPO's Congestion Management Process or request access to MVMPO's Replica platform (would require a user agreement).</p> <p>It may be the case that the ferry is travel-time competitive during some periods and not others. If so, the selected respondent should note at which periods the ferry may offer the greatest competition with other modes.</p>
Rider Characteristics and Trip Purposes	Based on the travel demand analysis and/or location-based data analysis, provide an assessment of the type of rider of assumed to be most likely to use the service. This may be supplemented with data from a questionnaire or survey executed by the selected respondent.
Multimodal Network Connections	Analyze how the proposed ferryboat can bridge gaps in the active transportation, transit, and vehicular travel networks and enable multimodal travel. Include an assessment of

	<p>access to proposed ferry terminals by different modes of transportation.</p> <p>The selected respondent should consider:</p> <ul style="list-style-type: none"> <li>• Existing key points of demand</li> <li>• Existing trails/paths network</li> <li>• Future trails/paths network (see MV Moves)</li> <li>• Existing MeVa Transit bus routes/service</li> <li>• Future MeVa Transit Bus routes/service</li> <li>• Commuter rail service</li> <li>• Nascent bike share programs</li> <li>• Parking/park and ride access</li> </ul>
Impact on Transit Use	Evaluate impact on MeVa and MBTA ridership.
Network Redundancy	This topic should address whether the ferryboat provides an alternative route for travel, in the context of a disruption to other links in the regional transportation network.
Emergency Response	The topic should address how any infrastructure upgrades associated with the ferry will improve/detract from existing emergency response opportunities along the river.

Table 2 – Community/Economic Situational Analysis

TOPIC	DESCRIPTION
Historic and Cultural Context	A brief history of the Merrimack River that describes changes in landscape perception, value and coastal identity.
Community Support	<p>Support from key government stakeholders and citizen advocacy groups is essential to funding and implementation. This topic's narrative and analysis should identify potential stakeholders, both supportive and critical, that will need to be engaged during the development process. Then selected respondent may wish to employ several strategies to obtain qualitative data, including a questionnaire/survey, door to door engagement, coordination with local business and environmental advocacy groups, etc.</p> <p>The selected respondent should include a stakeholder diagram including governmental and non-governmental groups' involvement through implementation of the business plan.</p>
Built Environment/ Land Use	This section should evaluate the existing built environment, land use, and zoning surrounding service locations. This section should assess impact on current or planned business, recreation, residential, or other land use types.
Competition/Support of Current River Activities	This section should provide an assessment of current river-focused activities and resources such as cruises, kayaking, fishing, waterfront dining, swimming, boating, etc. The narrative should consider how ferry service could positively or negatively impact such service.

Table 3 – Environmental Situational Analysis

TOPIC	DESCRIPTION
Marine Operating Environment	This topic should provide an impact assessment of ferryboat service on river ecology at a <i>local</i> level. The topic should include a summary of ecosystem services. Exploration of the topic may require collaboration with local governmental bodies and advocacy groups, including the Merrimack River Watershed Council and MassWildlife.
Emissions Impact	Estimate the net reduction (or addition) of emissions to the transportation network based on auto trips deferred (or added).
Sustainability	Discuss <i>systems</i> level environmental impacts, including any qualitative net benefits that may be difficult to quantify, such as increased interest in sustainable water transport.
Natural Hazard Impacts	Assessment of potential hazards due to changing climate conditions.

The situational analyses should inform the development of Task 4 (Operations), Task 5 (Infrastructure) and Task 6 (Finances/Business Plan).

The selected respondent is expected to spend time locally in the field to build awareness of the region's coastal identity. Respondents should account for any travel, materials (physical and/or electronic), and outreach needs in their cost proposals.

#### 4. OPERATIONAL NEEDS

##### *Proposed Terminals*

This section will list the proposed locations of service, detailing docking and storage needs.

##### *Service Schedule*

This section will elaborate operational parameters for the ferryboat service drawing from the assessments made in the situational analysis (Task 3). This section should include recommendations for the following components:

- Proposed days and hours of operation;
- Proposed season/months of operation (if not year-round);
- Frequency of trips between ferry terminals per day; and
- Trip duration between each terminal location.

##### *Operations Model*

This section of the report will evaluate benefits and drawbacks to public and private contracts for ferry operations including influence on potential funding sources. A thorough explanation for how MeVa Transit will contract ferryboat operators—whether private or public—should also be provided in this section alongside suggested hiring procedures, insurance, benefits, certification requirements, and compensation packages. This section will close with the total employment costs.

### *Maintenance Needs and Permitting or Licensure*

The selected respondent should include a comprehensive plan for boat maintenance, including a description of contract type with ferry maintenance service providers. The selected respondent should address:

- Standards for safety;
- Engine function;
- Communications requirements;
- Navigational requirements and needs;
- Emergency requirements and needs; and
- Any other fringe maintenance needs associated with the ferries, terminals, docks or EV Charging stations.

The selected respondent should also include any oversight necessary from the US Coast Guard, Army Corps of Engineers, and/or state, local authorities regarding permitting, licensure, or river maintenance.

## **5. INFRASTRUCTURE NEEDS**

The final plan must include a comprehensive assessment of necessary infrastructure required for all docks and ferries to comply with Chapter 88 of MGL Title XIV, local, state and federal regulations. The selected respondent is expected to provide any additional recommendations for adherence to regulations that may not be included in this RFP. Considerations for upgrades, which are likely not exhaustive, are explained below.

### *Necessary In-Water, Uplands, and Digital Elements*

This section encompasses amenities needed surrounding the entire ferry terminal, or the immediate area around the boarding dock. The report will include a comprehensive list of all typical infrastructure that will support the smooth and safe arrival to and boarding onto the ferryboats. These items may include: cleats and fendering to secure the vessel, boarding ramp, lighting, signage and wayfinding, shade at waiting areas, bike racks, and designated drop-off and pick-up zones.

This section should also include recommendations for a ferryboat web page on the MeVa website which includes booking or ticketing tools.

### *Docks*

Each of the proposed ferryboat stops must be accessible. It is the responsibility of the selected respondent or its sub-consultant respondent(s) to perform assessments at each facility or coordinate with local ADA Self-Evaluation and Transition Plans to comply with state and federal requirements. The selected respondent should reference PROWAG, ADAAG Chapter 10, and ADA and any other necessary certifications of legislation required for operation of a public ferry.

### *Boat Storage and Maintenance*

MeVa Transit currently has funding for the development and ownership of two ferryboats (a vessel in-use and a back-up vessel). The selected respondent should identify overnight and winter storage opportunities for both



boats, accounting for expansion should it ever be warranted. The selected respondent should also include potential partnerships with local marinas for maintenance and other storage needs.

### ***EV Charging***

Final Plan must identify locations and scope to implement EV charging stations for the ferry. This section will be developed in coordination with MassDOT and technical selected respondent HATCH under the statewide EV Charging Infrastructure Project. Hatch will create a conceptual design to be integrated with this plan.

### ***Permitting***

The final report must include full descriptions of necessary actions to meet any NEPA, MEPA, DEP, MassDEP, Army Corp, or Coast Guard regulations.

## **6. FINANCIAL ANALYSIS AND BUSINESS PLAN**

### ***Costs***

*The selected respondent will produce a budget detailing:*

- a. Operating costs (reference section 5)
- b. Maintenance costs (reference section 5)
- c. Infrastructure costs items (reference section 6)
- d. Other items identified by selected respondent in the final report
- e. Future vessel acquisition

### ***Fare/Sales Revenues***

The selected respondent should also assess potential revenue opportunities, accounting for their cost and net benefits. Options for consideration include a fare structure, reservation fees, membership passes, concessions, bike ferry fees, off-peak events booking, or other options.

### ***Non-Fare/Sales Revenues***

The selected respondent should identify a list of potential non-fare/sales revenue (such as grant funding streams, both discretionary and apportioned) that could be considered to fund operations.

## **7. CRITICAL PATH**

This section should list the sequential actions needed near term and long range (20 years) for the region to implement ferryboat service. This section may be presented as a timeline with phases and stakeholders. *Major milestones* are considered significant achievements that will act as markers of progress, moving the plan from one phase to the next. These milestones could be related to funding, ferryboat prototype finalization, EV charging station implementation, hiring an operations contractor, and inaugural ferry service. This section should also diagram stakeholder involvement and costs associated with each phase.

V. General Information and Proposal Submission Requirements

- A. Pursuant to M.G.L. Chapter 30B, Merrimack Valley Planning Commission (MVPC) is soliciting proposals from qualified firms to develop a business plan for a passenger-only ferryboat service on the Merrimack River between Haverhill and Newburyport with a stop in Amesbury. At the conclusion of this project, the selected respondent will deliver a business plan document supported by both qualitative and quantitative research. The business plan will include a critical path to implementation, detailing the major milestones that must be completed, in their appropriate order, to construct appropriate facilities and roll out EV Ferry Service in the Merrimack Valley.
- B. The MVPC will host a pre-bid meeting to answer any questions about the MeVa Ferryboat Business Plan and this RFP. The briefing is scheduled on Wednesday, April 23, 2025, at 1:00 p.m. will be held at the MVPC, 160 Main Street, Haverhill, MA 01830.
- C. Proposals will be submitted by 12:00 p.m., Friday, May 16, 2025, at which time they will be publicly opened. Postmarks will not be considered. Proposals submitted in any other form, including email and facsimile, will not be accepted as valid proposals.
- D. Envelopes containing sealed proposals will be accepted by the Merrimack Valley Planning Commission, 160 Main Street, Haverhill, MA 01830 until the time indicated. 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 Bidder's sole responsibility to ensure that the proposal arrives on time at the designated place. Five (5) separate sealed envelopes, four (4) containing the Technical Proposal marked "Firm's Name - Technical Proposal" and one (1) containing the Price Proposal marked "Firm's Name - Price Proposal"
- E. The MVPC endeavors to expedite the award and execution of the contract documents. A selection committee will review and rate the proposals and may select Proposer(s) for final interviews prior to making recommendation for Contract award. It is the intent of the MVPC to award a Contract within forty-five (45) calendar days of the proposal opening.
- F. Questions concerning this proposal must be submitted in writing to Elizerberh Maldari, Regional Mobility Planner, [emaldari@mvpc.org](mailto:emaldari@mvpc.org), before 5:00 pm, Thursday, April 24, 2025. Questions may be mailed or emailed. Written responses will be emailed to all Proposers on record as having picked up/downloaded the RFP.
- G. If any changes are made to the Request for Proposal (RFP), an addendum will be issued. Addenda will be posted on the MVPC and Comm-Buys websites and will be emailed to all Proposers on record as having picked up/downloaded the RFP. Proposers shall be responsible for ensuring that all addenda are in receipt prior to proposal deadline. The MVPC will require acknowledgement of any addenda issued to be included on the Price Proposal form (Appendix A).
- H. After the proposal opening, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the MVPC or fair competition. Minor informalities will be waived, or the Proposer will be allowed to correct them. If a mistake and the intended proposal are clearly

evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Proposer will be notified in writing.

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

**VI. Rule for Award:** The MVPC shall award a contract to the most advantageous Proposer taking into consideration the price and technical proposals.

**VII. Contract Term:** The term of the contract will be two (2) years from date of the contract execution.

**VIII. Additional Contract Terms & Conditions**

- A. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The proposal must comply with all Federal, State, and municipal laws, ordinances, rules and/or regulations.
- B. Purchases of goods and services by the MVPC or the MeVa 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 and the MeVa.
- D. Verbal orders are not binding on the MVPC or the MeVa and work done without formal Purchase Order or Contract are at the risk of the Proposer and may result in an unenforceable claim.
- E. All words, signatures and figures submitted on the proposal shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low amounts for any item, may be rejected as informal. More than one proposal from the same Proposer will not be considered.
- F. The selected Proposer will be required to sign a contract with the MVPC in which they accept responsibility for the performance of services as stated in the submitted proposal and be prepared to commence work immediately upon execution of the signed contract. The contract is included in Appendix D.

- G. All information acquired by the Proposer from the MVPC or the MeVa or from others at the expense of the MVPC or the MeVa in the performance of the agreement shall be and remain the property of the MVPC and MeVa. All records, data files, computer records, work sheets, and all other types of information prepared or acquired by the Proposer for delivery to the MVPC or the MeVa shall be and remain the property of the MVPC and MeVa. 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 or reproduce the same in any form, except pursuant to the sole written instructions of the MVPC and the MeVa. The Proposer further agrees to return said information in whatever form it is maintained by the Proposer.
- H. Bidders are prohibited from communicating directly with any employee of the MVPC or the MeVa except as specified in this RFP. Violation of these conditions will be considered sufficient cause by the MVPC to reject a Bidder's proposal.
- I. 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 selected Proposer 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. The Proposer shall not be responsible for changes made in the documents without the Proposer's authorization.
- J. Proposer's must submit complete responses to all of the information requested. Proposer's who do not respond to the entire content of this RFP may be disqualified. All Proposals become the property of MVPC. The MVPC has the right to disclose information in the Proposals once an award has been made.
- K. The selected firm will assume sole responsibility for the scope of services specified in this RFP. The MVPC and the MeVa will consider only the selected Proposer as the sole point of contact with regard to contract matters, whether or not subcontractor(s) are used by the selected Proposer for one or more elements of the scope of services. Proposer's who intend to subcontract one or more elements of the scope of services shall identify those work elements to be subcontracted and the subcontracting firm(s). Subcontractor(s) shall not be substituted, nor any portions of the contract assigned to other parties after contract award, without prior written approval by the MVPC and the MeVa.
- L. Neither the MVPC and MeVa will not assume any responsibility for costs incurred by respondents as part of the preparation and submission of the Technical and Price Proposals, nor for costs associated with the issuance of a contract.
- M. The selected contractor 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 the MVPC and MeVa against the same to the extent permitted by law. The selected contractor will be required to provide statements of insurance acceptable to MVPC prior to execution of a contract, with the MVPC and MeVa being listed as an additional insured party.

for general liability and motor vehicle coverage. Proposer's shall indicate their ability to provide proof of coverage for the following insurance requirements:

- i. General Liability coverage of \$1 million per occurrence and \$2 million in the aggregate;
- ii. Motor Vehicle Liability coverage of \$1 million combined single limit;
- iii. Professional Errors and Omissions coverage of \$1 million. The selected Bidder is required to provide Errors and Omissions Insurance on all design work other than planning studies. [M.G.L. c. 7, §38H(f)], Liability insurance and must be willing to name the MVPC as an additional insured. The minimum amount of Errors and Omission Insurance is 10 percent of the estimated construction cost or \$1 million, whichever is less. The Awarding Authority may choose to increase this requirement; and,
- iv. Workers Compensation coverage

- N. The performance and payment obligations of the MVPC and MeVa will be subject to appropriation or availability of funds. If the MVPC and MeVa should not, for any reason at any time appropriate or otherwise make available funds to support continuation of performance in any fiscal year succeeding the first year, the MVPC and MeVa will cancel any contract pursuant to this RFP without penalty to the MVPC and MeVa upon thirty (30) days written notice to the successful Proposer.
- O. If at any time the successful Proposer fails to fulfill or comply with any of the requirements of this proposal/contract, the MVPC, at its option, can terminate this contract upon thirty (30) days written notice to the firm.
- P. The selected Proposer must indemnify the MVPC and MeVa for any damages that are the result of its negligence or that of its employees.
- Q. Reports and materials developed by the successful Proposer's under a contract that may result from this RFP are considered public information and may not be copyrighted.
- R. All information presented in this RFP, including information disclosed by the MVPC and the MeVa during the proposal process, is considered confidential. Information shall not be released to outside parties and the RFP shall not be discussed with anyone at the MVPC and the MeVa, other than the known participants, without written consent of the MVPC. A Proposer shall not discuss his/her proposal with another proposer.

## **IX. COMPARATIVE EVALUATION CRITERIA**

Comparative Evaluation Criteria will be applied to all eligible bids submitted. Each criterion will be rated Highly Advantageous, Advantageous, or Non-Advantageous across the following domains:

- Similar experience
- Technical capabilities
- Proposed approach
- Completion of deliverables
- Quality control/quality assurance

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.	The respondent's listed projects are somewhat relevant to the requested work. The projects suggest the respondent will likely be able to accomplish the required task.	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 task.
Technical Capabilities	The respondent's description of its proposed approach demonstrates the technical capacity and expertise to execute the business plan.	The respondent's description of its proposed approach suggests the technical capacity and expertise to execute the business plan.	The respondent's description of its proposed approach falls short of suggesting the respondent will be able to execute the business plan.
Proposed Approach	The respondent has proposed an appealing and comprehensive scope of work and timeline to produce a ferryboat business plan that includes all components listed in Section IV within MVPC's budget ceiling. The proposed scope details how each component will be evaluated using all – or a combination of – topics listed in the Situational Analysis.	The respondent has proposed an acceptable and comprehensive scope of work and timeline to produce a ferryboat business plan that includes most of the components listed in Section IV within MVPC's budget ceiling. The proposed scope details how each component will be evaluated using all – or a combination of – topics listed in the Situational Analysis.	The respondent has proposed an adequate scope of work and timeline to produce a ferryboat business plan that includes some of the components within MVPC's budget ceiling. The proposed scope details how each component will be evaluated using all – or a combination of – topics listed in the Situational Analysis.
Completion of Deliverables	Will furnish all deliverables before September 2026.	Will furnish all deliverables in September 2026.	Will furnish all deliverables after September 2026.
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.

## X. Interviews

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

## XI. 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 Response and Price Proposal be rejected without further consideration.
- B. **Technical Proposal:** The proposal must include the items listed below. MVPC and MeVa staff support concise proposals and strongly encourage respondents to consider the length of their proposal in accordance with the listed page number maximums.

Component	Description	Max Pages
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.	1 page
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>• capabilities/qualifications of key team members (can be a either summary or an <b>abbreviated</b> resume, summarizing the qualifications and relevant professional experience of only key team members (<i>note page count limitations</i>), including technical capabilities;</li><li>• organizational structure of project team; and</li><li>• description of efforts proposed to meet the DBE goal requirements.</li></ul>	5 pages, including resumes.
Summary of Similar or Relevant Projects	Please provide profiles of <i>no more than three</i> 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.	5 pages

Component	Description	Max Pages
Proposed Approach	The consultant should detail how they will progress through each task, when each will occur within a logical workflow. MVPC staff do not necessarily anticipate that the tasks will move in a linear fashion, and the project approach should be designed as appropriate.	10 pages
Proposed Schedule	The respondent should provide a proposed schedule that highlights milestones for draft deliverables and touchpoints with MVPC, MeVa and the Ferryboat Committee.	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.	1 page
Certifications & References	Certifications - Appendix B. Professional References – Appendix C	2 Pages
Flash Drive	Include within the Technical Proposal one electronic version of the Technical Proposal on a Flash Drive.	

**Price Proposal Package:**

1. All Proposers will submit a Price Proposal in strict accordance with the submission requirements. Any Proposer failing to provide the following submission requirement will be considered "not responsive" and the proposal may be rejected without further consideration.
2. The information submitted must include the following items
  - a. Price Proposal - Appendix A.
  - b. Acknowledgment of Addenda: Each Proposer shall acknowledge the receipt of any addenda on their Price Proposal.



Appendix A  
Price Proposal

Please provide a schedule of cost for the following categories.

Task	Cost
Other Costs	

This RFP includes addenda numbered \_\_\_\_\_.

Name of bidding company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Signature of Company Official \_\_\_\_\_

Printed Name of Company Official \_\_\_\_\_

Title of Company Official \_\_\_\_\_

Phone number \_\_\_\_\_

E-Mail \_\_\_\_\_

Date \_\_\_\_\_

## Appendix B Certifications

### NON-COLLUSION

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

### TAX COMPLIANCE

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

### CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: \_\_\_\_\_

(Jurisdiction)

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Name of Firm

Appendix C  
Professional References

Projects	Contact	Phone Number

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Name of Firm

Appendix D  
MeVa Ferryboat Business Plan

(For informational purposes only: This contract will be completed by the MVPC at time of award.)

This agreement is made and entered into this \_\_\_th day of \_\_\_\_\_, 2025 by and between the Merrimack Valley Planning Commission ("the MVPC"), a municipal corporation 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 qualification documents," which include without limitation, the instructions to Bidder, the Contractor's qualifications or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the Contractor's proposal or proposal

ARTICLE II. SCOPE: The selected Proposer will develop a business plan for a passenger-only ferryboat service on the Merrimack River between Haverhill and Newburyport with a stop in Amesbury. At the conclusion of this project, the selected respondent will deliver a business plan document supported by both qualitative and quantitative research. The business plan will include a critical path to implementation, detailing the major milestones that must be completed, in their appropriate order, to construct appropriate facilities and roll out EV Ferry Service in the Merrimack Valley.

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

ARTICLE IV. DURATION. The Contractor shall commence the performance of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and end on \_\_\_\_\_.

ARTICLE V. TERMS. The CONTRACTOR agrees to furnish and deliver services, to the MVPC in accordance with the proposal documents of \_\_\_\_\_ (qualification opening date).

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

ARTICLE VI. PAYMENT. The MVPC agrees to pay to the CONTRACTOR the sum set forth in the Contractor's proposal. Payments will be linked progress, such as the completion of designated milestones. The cost of redesign if the plans are unsatisfactory or if the construction bids exceed either the cost estimate or the available appropriation will be negotiated in final contract. In addition, the designer will not receive any extra payments for additional work that should have reasonably been anticipated by the designer.

ARTICLE VII. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the Contractor's reasonable control, (ii) failure

to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the MVPC, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the MVPC as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

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

ARTICLE IX. ERRORS AND OMISSION INSURANCE. The minimum amount of required insurance is 10 percent of the estimated construction cost or \$1 million, whichever is less. The awarding authority may choose to increase this requirement. The selected Proposer must provide the MVPC with a certificate of insurance coverage prior to contract award.

ARTICLE X. RIGHT TO USE DOCUMENTS. The MVPC shall have unlimited rights, for the benefit of the MVPC, in all drawings, designs, specifications, notes and other work developed in the performance of this contract, including the right to use same on any other MVPC projects without additional cost to the MVPC; and with respect thereto the selected Proposer 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. The selected Proposer shall not be responsible for changes made in the documents without the selected Proposer's authorization, nor for the Division's use of the documents on projects other than the Project, unless this is a contract for design services for a master plan or prototype.

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

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

ARTICLE XIII. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of

materials and rental equipment. The MVPC may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

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

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

Approved as to Form:

Merrimack Valley Planning Commission:

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For the Contractor

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**Appendix A**  
**Key Personnel**

Title	Name	Phone
Project Manager		
Senior Staff		
Sub-consultants		