



Massachusetts Housing Finance Agency

**One Beacon Street
Boston, MA 02108**

REQUEST FOR QUALIFICATIONS

**TECHNICAL ASSISTANCE FOR PLANNING
PROGRAMS**

TABLE OF CONTENTS

Section

- I. STATEMENT OF PURPOSE
- II. BACKGROUND
- III. DESCRIPTION OF SERVICES
- IV. MINIMUM QUALIFICATIONS
- V. CONTENT OF SUBMITTALS
 - A. Transmittal Letter/Firm Description/Executive Summary
 - B. Experience and Qualifications
 - C. Diversity, Equity & Inclusion Plan
 - D. References
 - E. Support
 - F. Adverse Actions
 - G. Conflict of Interest
 - H. Pricing
- VI. EVALUATION OF QUALIFICATIONS
- VII. SCHEDULE AND INSTRUCTIONS
 - A. Number of Submittals and Due Dates
 - B. Single Point of Contact
- VIII. ADDITIONAL PROVISIONS
 - A. Confidentiality
 - B. Non-Discrimination
 - C. Rights of MassHousing
 - D. Use of Respondent's Submittal
 - E. Respondent Submittal Costs

I. STATEMENT OF PURPOSE

MassHousing is requesting qualifications pursuant to this Request for Qualifications (“RFQ”) to (1) re-establish a list of qualified consultants or firms committed to providing professional services to advance MassHousing planning programs and (2) establish a list of software and data integration providers for use in municipal capacity building.

The consultant’s or provider’s work will vary depending on the opportunities presented in the community and by the needs of the community. Consultant or provider work may involve assisting a community in addressing community housing needs, in some instances that may also involve assistance in identifying community and neighborhood need and providing the tools and methodology to advance the identified vision in demonstrable ways. Consultants may also assist municipalities in discreet tasks aimed at advancing and assisting municipal capacity in community development.

Services provided may extend to a multi-year commitment for projects that involve exceptional complexity and such a commitment is predicated on merit. In such instances, the consultant and the municipality must meet performance benchmarks and be able to clearly demonstrate that progress is being realized during the assignment. A draft contract for services is included as Attachment A to this RFQ for reference only.

MassHousing will consider utilizing consultants or providers for specific tasks at agreed upon rates as a need arises. Inclusion on this list does not guarantee any assigned work or compensation.

II. BACKGROUND

MassHousing provides mortgage financing and related services targeting the affordable housing market in Massachusetts. Created in 1966 by an act of the Massachusetts Legislature, MassHousing operates as a self-supporting, independent authority of state government. MassHousing raises mortgage capital through the issuance of taxable and tax-exempt revenue bonds and is organized around six primary business lines: Rental Business Development, Rental Underwriting, and Rental Management, Home Ownership Lending Operations, Home Ownership Productions, Home Ownership Servicing and Operations, and the Mortgage Insurance Fund. Support services such as accounting and financial reporting, legal, and information technology are provided by a group of corporate offices.

MassHousing’s Rental Management business line oversees a portfolio comprised of mortgage loans originated by MassHousing’s Rental Business Development and Rental Underwriting business lines, and this entire portfolio is serviced in-house. MassHousing’s servicing of this portfolio includes regulatory oversight and compliance with requirements stemming from various housing subsidy contracts. Rental Management also provides regulatory and subsidy contract administration services to other entities, principally the United States Department of Housing and Urban Development (“HUD”).

MassHousing’s Home Ownership Servicing and Operations business line oversees a portfolio of single-family mortgage loans to first time homebuyers and other qualified borrowers. These loans were originated by MassHousing-approved lenders across the state under MassHousing’s auspices and then subsequently purchased and serviced by MassHousing.

The Mortgage Insurance Fund (“MIF”) was established to provide an additional source of primary mortgage insurance for certain borrowers. MIF is the primary insurer for single-family loans made by MassHousing and is also an insurer approved by the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae) and Massachusetts community banks and credit unions.

MassHousing’s planning programs provides cities and towns with the technical capacity needed to implement local planning and transform priority development sites into new affordable homes and provides disproportionately impacted communities with technical assistance for comprehensive neighborhood stabilization. Consultants working with MassHousing on these projects provide municipalities with assistance such as community engagement, financial feasibility analysis, RFP production, neighborhood mapping, ordinance analysis, and capacity building within municipal departments. For more information about our planning programs and previous assistance provided under these program, you can visit your Planning for Housing Production webpage at <https://www.masshousing.com/en/programs-outreach/planning-programs/planning-housing-production> and our Neighborhood Hub webpage at <https://www.masshousing.com/en/programs-outreach/neighborhood-hub>.

For additional information about MassHousing, please visit our web site at www.MassHousing.com. For a detailed overview of MassHousing, including its financials, please review the most recent MassHousing Information Statement, and Annual Report. Both of these documents as well as others can be found on MassHousing.com website at <https://www.masshousing.com/en/about/investors>.

III. DESCRIPTION OF SERVICES:

The **Types of Services** MassHousing is seeking to secure may include, but are not limited to:

1. Assisting a local community in identifying and implementing strategies to repair and renew neighborhoods, including, but not limited to, community outreach; neighborhood and city mapping; ordinance review and drafting; and municipal capacity building.
2. Assisting a community in planning and predevelopment efforts.
3. Assisting a community in the planning and design of public infrastructure projects or enhancements that will facilitate needed housing growth.
4. Initiating efforts to educate the public regarding financial feasibility, development cost-benefit analysis, local infrastructure needs and school costs relative to the potential for new housing growth in the community.
5. Providing data services to a community for use in improving municipal capacity and departmental effectiveness.

IV. MINIMUM QUALIFICATIONS

Consultants or providers selected by MassHousing for this Program must have the following qualifications:

1. Experience working with local officials and volunteer boards, especially in areas where land use decisions are made.
2. Demonstrated experience in the fields of planning, zoning, land use, affordable housing, municipal government, and/or development.
3. Willingness to collaborate with local subject matter experts and decision-makers on community housing needs.
4. Ability to attend evening meetings before local boards in addition to regular meeting with local officials and staff.
5. Able to meet tight deadlines upon receipt of scope of work from MassHousing and the community.
6. Prior experience in public education efforts that assist local officials in gaining a greater understanding of critical housing development issues including, but not limited to, financial feasibility, development cost-benefit analysis, local infrastructure needs and impacts and school enrollment projections, or, for data providers, prior experience in municipal education and onboarding for use of data in municipal strategic planning.

V. CONTENT OF SUBMITTALS

This RFQ is designed to elicit all information considered essential to evaluating the qualifications of the consultants, firms, and data providers. There is no intent to limit the content of the submittals in response to this RFQ. Respondents may include such additional information as may be appropriate, or offer alternate solutions, but should not exclude any information requested in this RFQ.

In support of MassHousing's longstanding commitment to confront the housing challenges facing the Commonwealth to improve the lives of its people, MassHousing will prioritize organizations who align with the Agency's values and its commitment to diversity, equity, and inclusion.

All submittals should contain the following information:

A. Transmittal Letter/Firm Description/Executive Summary

Submittals in response to this RFQ must be accompanied with a transmittal letter on company stationery or letterhead and signed by an individual legally authorized to bind the company. The transmittal letter should identify the individual(s) involved in preparing the submittal, as well as a single point of contact for the company. The transmittal should contain or be accompanied by a detailed description of the firm (including background on the firm's financial stability) as well as a summary of the contents of the submittal.

MassHousing is an equal opportunity employer and seeks to provide procurement, contracting and employment opportunities for minority, women, veterans, LGBT, and persons with disabilities. We encourage responses from entities which describe strategies to actively promote and recruit diverse vendors, workers, and contractors. Responses that describe the benefits of direct, specific, and measurable access to employment and contracting opportunities created by the proposed project will be favorably reviewed.

B. Experience and Qualifications

Responses should describe the relevant experience of the firm and of the key personnel that will be providing the services. Relevant experience includes not only services similar to those being sought by MassHousing but also any past experience with entities similar to MassHousing. Please include the following information:

1. Resume(s) detailing relevant experience
2. Hourly rate and rate charged for travel. (*Please note MassHousing may impose a rate cap.)
3. For Planning Consultants, provide a written response to the following:
 - a. Describe how you meet the minimum qualification requirements listed in Section IV.
 - b. Describe your experience regarding the housing development process; including your experience either as a developer, lender, municipal official, attorney or land use consultant; and your experience with site planning, financial feasibility, zoning issues and affordable housing policy.
 - c. Describe your relevant experience working with development professionals and municipal officials.
 - d. Describe development projects that you have played a significant role where outcomes were successful and in particular projects that advanced a housing production goal.
4. For Data Providers, provide a written response to the following:
 - a. Describe how you meet the minimum qualification requirements listed above in Section IV.
 - b. Describe your experience working with municipal officials around data integration and municipal collaboration around use of data for advancing community development goals.
 - c. Describe your experience regarding strategic use of municipal data in housing development and code enforcement.

C. Diversity, Equity & Inclusion Plan

Please provide the following information about your organization's commitment to the principles of diversity, equity and inclusion and related activities.

Organizational and Workforce Diversity

1. Describe your organization's activities that reflect your commitment to diversity, equity and inclusion and the impact, if any, it has on your organization's competitive position.
2. Describe the diversity makeup of your Board of Directors and executive leadership team. Please provide the breakdown by gender and ethnicity.
3. Please provide documentation if your company is certified as a diverse business (M/WBE, veteran-owned VBE, LGBT-owned, and/or disability-owned business).

Vendor/Consultant/Supplier Diversity

1. For all vendor/consultant/supplier goods and services purchased in the last three years, what is the dollar volume/percentage paid to M/WBE, veteran-owned VBE, LGBT-owned, and/or disability-owned businesses?
2. What are your proposed partnerships, spending goals and commitments regarding increasing purchases of goods and services from diverse businesses?

D. References

Please provide a list of at least three (3) companies that MassHousing can contact as references for which the respondent has provided similar services within the past three years, including:

1. Name, address, and phone number of each company.
2. General description of the engagement; and
3. Contact name and telephone number(s) of those who can talk knowledgeably about their experience with the respondent and any system issues that arose during the implementation of their project.

E. Support

Please describe whether there is typically an on-going relationship with respondent and its clients after implementation. Please describe the way respondent communicates with clients after implementation, whether through industry-related newsletters published by respondent, continuing educational workshops, etc.

F. Adverse Actions

Please include a description of any insurance claim, criminal investigation or material litigation against your firm or members of your firm in the last ten (10) years, any instances in which your firm has been debarred by state or federal government and the circumstances for the debarment, as well as a summary of any formal complaints filed against your firm or members of your firm containing allegations of discrimination in the last ten (10) years.

G. Conflicts of Interest

Please describe any facts you are aware of that would result in a conflict of interest with MassHousing if a contract was awarded to your firm.

H. Pricing

Please provide a detailed pricing structure for delivering the services (use a matrix or chart if necessary).

VI. EVALUATION OF SUBMITTALS

Responses submitted in accordance with this RFQ will be evaluated by a selection committee composed of MassHousing staff. All respondents will be notified of the outcome of the review of their qualifications. Submittals in response to this RFQ will be evaluated pursuant to the following criteria:

- Responsiveness to requirements of RFQ;
- Financial and organizational stability of respondent;
- Technical capabilities (in terms of personnel, equipment, and materials) and management plan (including staffing of key positions, method of assigning work, and procedures for maintaining level of service);
- Diversity, Equity & Inclusion plan;
- Demonstrated experience and qualifications of respondent and respondent's staff assigned to perform the solicited services;
- Ability to provide a cost-effective solution to meet the needs of MassHousing; and
- Demonstrated successful past performance based on references.

VII. SCHEDULE AND INSTRUCTIONS

A. Number of Submittals and Due Dates

Please submit one complete package responding to this RFQ by email to Monica Passeno, Municipal Technical Assistance Manager at mpasseno@masshousing.com by 5:00 pm Eastern Time on March 17, 2023:

Responses to this RFQ received after the response deadline will, at MassHousing's discretion, be returned unopened to sender.

B. Single Point of Contact

All inquiries regarding this RFQ should be directed to:

Monica Passeno
(617) 854-1271
Email: mpasseno@masshousing.com

In order to maintain a fair and impartial competitive process, MassHousing will only answer questions or comments regarding the RFQ that are submitted in accordance with the terms of this section. MassHousing will determine, in its sole discretion, whether any inquiry requires a formal response which, if required, may take the form of an addendum to this RFQ. Respondents who initiate private communications with other MassHousing personnel regarding material issues involving this RFQ may be disqualified.

VIII. ADDITIONAL PROVISIONS

A. Confidentiality

By accepting to respond to this RFQ, respondent expressly acknowledges that MassHousing's business procedures, ideas, inventions, plans, financial data, contents of this RFQ, and other MassHousing information are the sole and exclusive property of MassHousing. The Respondent also agrees that it will safeguard such information to the same extent it safeguards its own confidential material or data relating to its own business information that is of a confidential or proprietary nature. Federal and state laws require that MassHousing maintain an information security program to protect certain personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing. This information includes the following: (1) nonpublic personal information protected by the Safeguards Rule of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et. seq.) and implementing regulations (16 C.F.R. Part 314); consumer reports protected under the federal Fair Credit Reporting Act, as amended by the 2004 FACT Act (15 U.S.C. § 1681 et. seq.); and any other information pertaining to individuals subject to data security, data security breach notification, and identity theft prevention laws. If MassHousing grants respondent access to its networks or otherwise allows respondent to view personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing, respondent shall comply with all federal and state laws protecting such information while working at MassHousing's facility, while using MassHousing's protected information, and while connected to MassHousing's network. It is MassHousing's policy to employ the services of outside investigative agencies to conduct background checks on individuals with access to its networks. In submitting its qualifications, respondent acknowledges that it will be required to submit to such background checks of its impacted employees at MassHousing's request. If awarded the contract, respondent shall comply with MassHousing's information security program by (1) implementing and maintaining measures designed to meet the information security objectives of federal and state laws; (2) using and disclosing customer information solely for the purposes of performing the contract; and (3) providing MassHousing with copies of the results of any internal and external audits or tests of the effectiveness of MassHousing's information security measures.

B. Non-Discrimination

In connection with the performance of work under this contract, the respondent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, marital status, familial status, sexual orientation, gender identity or

expression, pregnancy, genetic information, veteran status, alienage or citizenship status, ancestry, national origin, or any other characteristic protected by applicable federal, state, or local laws. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The respondent further agrees to take affirmative action to ensure equal employment opportunities for those applicants of protected groups referred to above. The respondent agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

C. Rights of MassHousing

MassHousing is soliciting competitive qualifications pursuant to a determination that such a process best serves the interests of MassHousing and not because of any legal requirement to do so. MassHousing accordingly reserves the right to accept any qualification; to withdraw or cancel this RFQ; to reject any or all qualifications or waive any informality and otherwise to affect any agreement that MassHousing in its sole judgment, deems to be in its best interest.

D. Use of Respondent Submittals

All material submitted becomes the property of MassHousing and will not be returned. If the respondent intends to submit confidential or proprietary information as part of its response to this RFQ, any limits on the use or distribution of that material should be clearly delineated in writing. Respondent should be aware that MassHousing is a quasi-public governmental agency subject to Massachusetts General Laws, Chapter 66, sections 1-18, therefore, any information submitted to MassHousing (even if marked as confidential or proprietary) may be subject to disclosure under the Massachusetts Public Records Law.

MassHousing reserves the unrestricted right to copy and disseminate the respondent materials for internal review.

E. Respondent Submittal Costs

All respondent costs related to responding to this RFQ, including but not limited to, submittal preparation and presentation, system demonstrations, documentation, site visits, in-depth briefing for MassHousing, and negotiation meetings are entirely the responsibility of the respondent and shall not be chargeable in any manner to MassHousing. MassHousing will bear the costs of sending its own staff to respondent headquarters and respondent client sites if such meetings are required.

Attachment A
Draft Contract for Services



Contract for Services

This CONTRACT FOR SERVICES (this “Contract”) is entered into as of _____, 20__ by and between _____ (the “Contractor”) having a principal address at _____, and the Massachusetts Housing Finance Agency (“MassHousing”), having a principal address at One Beacon Street, Boston, Massachusetts, 02108.

WHEREAS MassHousing desires to engage Contractor to render certain services, and Contractor desires to provide such services,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Employment of Contractor.** MassHousing agrees to engage Contractor to perform the services described in this Contract, and Contractor agrees to perform the services described in this Contract for MassHousing.
2. **Area & Scope Covered.** Contractor shall do, perform, and carry out, in a satisfactory and proper manner, various assignments relating to the matters identified in the Scope of Work described in Attachment A to this Contract and relating to such additional matters on which Contractor and MassHousing may agree. Contractor shall receive assignments primarily from the following MassHousing contact: [Name, Title]. Contractor shall furnish all equipment necessary to perform the services specified in this Contract. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of MassHousing.
3. **Personnel & Status of Contractor.**
 - a. Contractor represents that it is an independent contractor and has, or will secure at its own expense, all personnel required in performing the services under this Contract. The use of subcontractors by Contractor requires the prior written approval of MassHousing.
 - b. Contractor shall complete the services required under this Contract according to its own lawful means and methods of work, which shall be in the exclusive charge and control of Contractor. Contractor shall be entirely and solely responsible for its acts and the acts of any individuals it employs or vendors with which it subcontracts while engaged in the performance of services under this Contract. The parties further hereby acknowledge that Contractor’s employees and subcontractors (if permitted by MassHousing) shall not be deemed to be employees of MassHousing due to this Contract or the actions of such employees and subcontractors in furtherance of it.
 - c. Contractor shall have no right to bind MassHousing, transact any business in MassHousing’s name or on MassHousing’s behalf, or make any promises or

representations on behalf of MassHousing, unless MassHousing authorizes Contractor to do so explicitly in connection with a particular matter. Neither Contractor nor its employees or subcontractors are to be considered agents or employees of MassHousing for federal tax or other purposes, and neither Contractor nor its employees or subcontractors are entitled to any of the benefits that MassHousing provides for its employees.

- d. All services required under this Contract will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be authorized under state and local law to perform such services.
- e. It is understood that MassHousing does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services with other companies while it is under contract with the MassHousing, subject to the restrictions imposed by the Conflict of Interest Law, Massachusetts General Laws, c. 268A, §1 et seq., if any. (See Section 13 of this Contract.)

4. **Time of Performance; Term of Contract.** The services of Contractor are to commence as soon as practicable after the execution of this Contract. All projects assigned shall be undertaken and completed in such sequence as specified by MassHousing and in such manner to ensure their efficient completion. This Contract shall terminate on **[Date Contract Terminates]** unless extended by written agreement of the parties.

5. **Compensation.**

- a. Contractor will be compensated for its services in accordance with the Compensation Schedule attached hereto as Attachment B and Contractor agrees to perform all of the services under this Contract for an amount not to exceed **[\$] [the amount set forth on Attachment B]**. If, in the course of performing the work, Contractor determines that charges for the services required under this Contract will exceed such cost limitation, it shall promptly notify MassHousing. Contractor shall perform no work in excess of the cost limitation set forth in this Contract absent written authorization from MassHousing to proceed with such work.
- b. Compensation shall be payable upon the submission of a payment voucher describing the services rendered and, if applicable, certifying to the hours worked, subject to the approval of MassHousing. Amounts paid pursuant to such vouchers shall constitute full and complete compensation and reimbursement for Contractor's services under this Contract.
- c. In addition to any other right and remedy, MassHousing may deduct from any amount due or to become due to Contractor any amount necessary to ensure completion of a specific project or any amount necessary to protect the MassHousing, in MassHousing's reasonable opinion, from loss caused by Contractor's breach of this Contract.

6. **Non-Discrimination.** There shall be no discrimination against an employee who is employed in the work covered by this Contract, or against any applicants for such employment, because of race, creed, color, religion, national origin, ancestry, alienage or citizenship status, age, pregnancy, disability or handicap, sex, marital status, familial status, veteran status, sexual orientation, genetic information or any other characteristic protected by applicable federal, state or local laws. This provision includes, but is not limited to, recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment. Contractor shall insert a similar provision in all subcontracts for services covered by this Contract.

7. **Information Security Program.**

- a. Federal and state laws require that MassHousing maintain an information security program to protect certain personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing. This information includes, without limitation, the following: (1) Personal Information protected by Massachusetts General Laws, c. 93H and its implementing regulations promulgated at 201 C.M.R. 17; (2) nonpublic personal information protected by the Safeguards Rule of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et. seq.) and its implementing regulations promulgated at 16 C.F.R. Part 314; (3) consumer reports protected under the federal Fair Credit Reporting Act, as amended by the 2004 FACT Act (15 U.S.C. § 1681 et. seq.); and any other information pertaining to individuals subject to data security, data security breach notification, and identity theft prevention laws.
- b. If MassHousing grants Contractor access to its information technology networks or otherwise allows Contractor to view personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing, Contractor shall comply with all federal and state laws protecting such information while working at the MassHousing's facility, while using MassHousing's protected information, and while connected to MassHousing's network. Contractor acknowledges that it is MassHousing's policy to employ the services of outside investigative agencies to conduct background checks on individuals with access to its networks and agrees to submit to such background checks of its impacted employees at MassHousing's request. For the avoidance of doubt, this background check requirement applies only to Contractor's employees, if any, who are granted access to MassHousing's information technology networks. MassHousing maintains the strict confidentiality of all reports and records related to such investigations.
- c. Contractor shall comply with MassHousing's information security program by (1) implementing and maintaining measures designed to meet the information security objectives of federal and state laws; (2) using and disclosing customer information solely for the purposes of performing this Contract; and (3) providing MassHousing with copies of the results of any internal and external audits or tests

of the effectiveness of its information security measures upon MassHousing's request.

8. Findings & Other Work Product Confidential.

- a. Contractor shall consider as confidential (1) any proprietary information of MassHousing, whether in tangible or intangible form, whether disclosed or obtained by Contractor orally, in writing, or in graphic or machine-readable form, and whether or not it is designated as confidential; and (2) any nonpublic personal information, consumer reports, or other information pertaining to individuals, protected by MassHousing's information security program or federal or state law (collectively, "Confidential Information").
- b. Any Confidential Information prepared or assembled by Contractor under this Contract is to be held in strict confidence and shall not be made available to any third party by Contractor or any of its employees without prior express written consent of MassHousing.
- c. Contractor shall use MassHousing's Confidential Information solely in performing this Contract, unless MassHousing provides express written consent authorizing use of such Confidential Information for other purposes, and shall use such Confidential Information only during the term for which Contractor is to perform this Contract.
- d. Confidential Information shall continue to remain the sole property of MassHousing even after completion of this Contract and shall be held in the strictest confidence by Contractor. Confidential Information furnished in tangible form shall not be duplicated by Contractor except for purposes of this Contract. Contractor agrees to return to MassHousing any Confidential Information in tangible form (including copies thereof) within ten (10) days of request by MassHousing or within ten (10) days of termination of this Contract by Contractor, whichever is sooner, or to certify that such Confidential Information has been destroyed.
- e. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of Contractor.
- f. All records, reports, worksheets, work products and other materials that may result from this Contract shall be the exclusive property of MassHousing unless otherwise agreed to by MassHousing.
- g. All confidential information of the Contractor, as defined in the following sentence, shall be kept confidential by MassHousing and shall not, without the Contractor's prior written consent, be disclosed by MassHousing or its representatives, in any manner whatsoever, in whole or in part, except to the

extent that MassHousing becomes legally compelled to disclose any of the confidential information, including but not limited to in response to a request under the Massachusetts Public Records Law, M.G.L. Chapter 66, § 10. Contractor's confidential information shall include (1) any proprietary information of the Contractor, whether in tangible or intangible form, whether disclosed or obtained by MassHousing orally, in writing, or in graphic or machine-readable form, and whether or not it is designated as confidential; and (2) any nonpublic personal information, consumer reports, or other information pertaining to individuals, protected by federal or state law.

- h. Contractor acknowledges that as a body politic and corporate, constituting a public instrumentality of The Commonwealth of Massachusetts, MassHousing is required to maintain records in accordance with the Massachusetts Statewide Records Retention Schedule promulgated under the provisions of M.G.L. c. 4, § 42 and c. 66, §§ 1, 8 and 9 and public records as defined in M.G.L. c 4. § 7 and its related regulations.

9. **Termination of Contract.**

- a. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, MassHousing shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. MassHousing shall also have the right to pursue any other remedy available at law or in equity.
 - b. MassHousing may also terminate this Contract without cause by giving notice to the Contractor of such termination at least thirty (30) days before the effective date of such termination.
 - c. In the event of termination for cause or without cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Contractor shall, at the option of MassHousing, become its property, and Contractor shall deliver all such work product in its possession promptly to MassHousing. In the event of termination for cause or without cause, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed up to date of the notice of termination.
 - d. Notwithstanding the above, Contractor shall not be relieved of any liability to MassHousing for damages sustained by MassHousing by virtue of any breach of this Contract by Contractor.
10. **Changes.** MassHousing may, from time to time, require changes in the scope of services of Contractor to be performed under this Contract. Such changes, including any increase

or decrease in the amount of Contractor's services and compensation, shall be incorporated in written amendments to this Contract and Contractor's compensation shall be modified as mutually agreed upon by Contractor and MassHousing.

11. **Interest of Members of MassHousing & Others.** No officer, member or employee of MassHousing and no member of its governing body and no other public official of the governing body of the locality or localities in which this Contract is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall (a) participate in any decision relating to this Contract that affects its personal interest or the interest of any corporation, partnership, or association in which it is directly or indirectly interested; or (b) have any interest, direct or indirect in this Contract or the proceeds thereof.
12. **Interest of Contractor.** Contractor may be considered a state employee or special state employee under the terms of the Conflict of Interest Statute, M.G.L. Chapter 268A, § 1 et seq., and will take all necessary action, in connection with the provision of services under this Contract, to avoid any conflict of interest as defined by such statute and applicable rules governing Contractor's professional responsibilities. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
13. **Assignability.** Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of MassHousing.
14. **Indemnity.** Contractor shall be entirely and solely responsible for its actions and the actions of its employees and subcontractors while providing services under this Contract. Contractor agrees to indemnify and hold harmless MassHousing against all claims, demands, suits, awards, and judgments, made or recovered by any persons or agencies due to the negligent actions of Contractor or its employees or subcontractors during the rendering of services under this Contract, including any actions that may constitute a violation of federal or state law governing the use of protected information or a failure to comply with the MassHousing's information security program. Notwithstanding the above, Contractor shall not be responsible for damages caused by the negligent actions of MassHousing, its employees or subcontractors.
15. **Insurance.** Contractor agrees to maintain professional liability insurance coverage for negligent acts, errors and omissions in an amount, as reasonably determined by MassHousing, sufficient to support Contractor's obligations to indemnify MassHousing as set forth in Section 14 above. In addition, Contractor shall maintain such insurance as will fully protect Contractor and MassHousing from any and all claims under any workers' compensation act or employers' liability law, and from any and all other claims of whatsoever kind or nature for the damage to property or any personal property or personal injury, including death, made by anyone whomsoever, that may arise from

operations carried on under this Contract, either by Contractor and its employees, by any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Contractor further agrees to maintain such automobile liability insurance as will fully protect Contractor and MassHousing for bodily injury and property damage claims arising out of the ownership, maintenance, or use of owned, hired, or non-owned vehicles used by Contractor or its employees or subcontractors, while providing services under this Contract.

16. **Additional Contract Terms.**

- a. Entire Contract. This Contract constitutes the entire Contract between the parties relating to the subject matter hereof, and all prior negotiations, representations, contracts, and understandings are superseded hereby. In the event of any conflict between the provisions of this Contract and any attachments, addenda, amendments or exhibits hereto, the provisions of this Contract shall prevail.
- b. Governing Law. This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- c. Amendments. No contracts amending, altering, supplementing, or waiving any of the provisions of this Contract shall be binding upon either party unless made in writing and signed by authorized representatives of the parties.
- d. No Waiver. Failure of either party to enforce a right under this Contract shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved. The invalidity of any clause, part or provision of this Contract shall not affect the validity of the remaining portions of this Contract.
- e. Headings. All section headings are for convenience only and shall not be taken into consideration in interpreting or otherwise construing this Contract.
- f. Counterparts. This Contract may be executed by the parties hereto in separate counterparts, each of which when so executed shall constitute an original, but all of which together shall constitute one and the same instrument.
- g. Notices. All notices, requests, demands, and other communications (other than routine operational communications) required or permitted hereunder shall be in writing and shall be deemed to have been received by a party (a) when actually received in the case of hand delivery against a signed receipt, (b) two (2) business days after being given to a reputable overnight courier, or (c) upon receipt, when mailed by first class mail, postage prepaid, and addressed to such party at its address set forth herein (or to such other address as such party may designate in writing).

- h. Electronic Signatures. This Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes, shall be binding on the parties and shall have the same force and effect, for all purposes, as an original signature. Without limitation, in addition to electronically produced signatures, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, MassHousing and Contractor have executed this Contract as an instrument under seal as of the date first above written.

MASSACHUSETTS HOUSING FINANCE
AGENCY

By: _____
Name:
Title:

[NAME OF CONTRACTOR]

By: _____
Name:
Title:

SOC. SECURITY/TAX ID#

ATTACHMENT A

Scope of Work

[describe]

ATTACHMENT B

Compensation Schedule

[describe]