

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

REQUEST FOR QUALIFICATIONS

FOR

**SPECIALIZED ECONOMIC DEVELOPMENT,
TRANSFORMATIVE DEVELOPMENT, AND REAL
ESTATE SERVICES**

APRIL 19, 2024

1. BACKGROUND

The Massachusetts Development Finance Agency (“MassDevelopment” or “Agency”) is a body politic and corporate created by the Commonwealth of Massachusetts to help foster economic development across the Commonwealth. The Agency is governed by an 11-member Board of Directors and prides itself on a team-oriented, solutions-based approach to economic development. The Agency provides its clients with entrepreneurial solutions to complex real estate projects and financing options that create economic opportunities in Massachusetts. Our staff is located in offices throughout the Commonwealth.

MassDevelopment is currently involved in multiple, ongoing planning and development and real estate projects throughout the Commonwealth. Some of these projects are undertaken on MassDevelopment’s own behalf and some are undertaken in partnership with other entities including cities and towns, local and regional economic development agencies, and other state agencies.

MassDevelopment’s Lending Division provides loans and guarantees, most of which are secured by commercial real estate and equipment. MassDevelopment may also secure a portion of a loan with residential real estate. These transactions vary in size from \$50,000 to \$10,000,000.

2. PROJECT DESCRIPTION

MassDevelopment is seeking to enter into “House Doctor” on-call contracts with specialized consulting firms to provide consulting services on an as-needed basis in order to complement existing House Doctor contracts for general planning, real estate, and economic development consulting services. These services are described in greater detail in the Scope of Services (Section 5). House Doctors will be made available for consulting services across the Agency. The selection of House Doctor consultants will allow MassDevelopment to quickly contract with one or more of the selected on-call consultants whose skill sets, and expertise are best suited to the specific project to be completed. Over the term of these House Doctor contracts, MassDevelopment expects that a variety of assignments will be undertaken.

- Respondents may respond to this Request for Qualifications (“RFQ”) individually or as part of a team.
- Respondents may not be awarded House Doctor contracts at this time, but their information will remain on file in a database of potential providers for future short-term consulting (i.e. workshop) services.
- Consultants who have been active MassDevelopment House Doctors within the last year will be able to submit a streamlined proposal consisting only of the information listed in Section 6 below.

MassDevelopment will enter into contracts with one or more responsive, responsible firms based

on qualifications, professional capability, and best value. Services will be provided by the consultant pursuant to a contract for the applicable consulting service, to be prepared by MassDevelopment and substantially in the form attached hereto as Attachment 2. The contracts

Will have a base term of three (3) years, with an option to extend for two (2) additional one-year extensions with the agreement of both parties.

Respondent(s) selected for this contract will be engaged on a delivery order basis. When MassDevelopment needs this service performed on a specific project, one or more consultants will be contacted and informed of any special considerations or instructions for the project. MassDevelopment will indicate the scope of work desired, and the time schedule and the consultant will be asked to confirm it can meet the time schedule and indicate a maximum cost for the desired work. MassDevelopment will then in its discretion choose among consultants and the selected consultant will receive a delivery order for such project. Contract renewal and compensation decisions, are based, in part, on MassDevelopment's analysis of consultant's performance.

It is understood that most firms cannot provide the full range of requested services and that some firms may only respond to one of the scopes of services listed below. Firms should respond to this RFQ with respect to only the specific service/s consistent with their expertise. Responses should include Attachment 1 to clearly identify which service(s) detailed in the below Scope of Services (Section 5) are within the firm's expertise.

Award of a contract for the work contemplated by this RFQ may be subject to the approval of MassDevelopment's Board of Directors.

3. SELECTION SCHEDULE/TIME AND PLACE OF SUBMISSION OF PROPOSALS

The selection schedule is as follows (subject to change):

RFQ Available:	Friday, April 19, 2024
Deadline for Questions:	Monday, April 29, 2024, by 5:00 pm
Proposal Submission Deadline:	Monday, May 13, 2024, by 9:00 am
Interviews (If needed):	Beginning Wednesday, May 15, 2024
Selection of Firm(s) (Expected):	June 2024

MassDevelopment reserves the right to alter the timeline as it deems necessary.

All inquiries concerning this RFQ must be addressed to the following person:

Genesis Valverde
MassDevelopment
gvalverde@Massdevelopment.com

This RFQ has been distributed electronically using MassDevelopment's website (<https://www.massdevelopment.com/rfp-rfq/>) It is the responsibility of respondents to check the website for any addenda or modifications to this RFQ.

All questions should be submitted via email to Genesis Valverde on or before April 29, 2024, by 5:00 pm. Prospective respondents should note that all clarifications and exceptions including those relating to the contract's terms and conditions must be submitted prior to submitting a proposal. Answers to all questions of a substantive nature will be in the form of a formal addendum which

will be posted on MassDevelopment's website (<http://www.massdevelopment.com/rfp-rfq/>). Respondents are responsible for ensuring they receive all information pertaining to this RFQ by visiting the website link listed above.

Respondents to this RFQ must submit their responses via [Cognito Forms at this link](#)

Responses must be submitted no later than **Monday, May 13, 2024 by 9:00 AM**

Any proposal received after the time specified will be considered a late proposal. A late proposal may not be considered for award. Issues related to technology or network constraints shall not excuse late proposal submissions.

4. DIVERSE BUSINESS ENTERPRISES

MassDevelopment strongly encourages the use of Minority Owned Business Enterprises (“MBEs”), Women Owned Business Enterprises (“WBEs”), Veteran-Owned Business Enterprises (“VBEs”), and Service Disabled Veteran Business Enterprises (“SDVBEs”), and collectively with the MBEs, WBEs, and VBEs hereinafter referred to as “Diverse Business Enterprise(s)”, each as certified by or recognized as certified by the Commonwealth of Massachusetts Operational Services Division’s Supplier Diversity Office (“SDO”) pursuant to 425 CMR 2.00, as consultants, contractors, subconsultants, subcontractors, and suppliers in the procurement of its direct design, engineering, construction and all professional services.

Accordingly, MassDevelopment has developed a Diverse Business Participation Program (the “DBE Program”) which establishes criteria to encourage and measure participation by Diverse Business Enterprises in the provision of such services. The DBE Program addresses MassDevelopment’s commitment and the commitment of respondents to this RFP/Q, to seek opportunities for Diverse Business Enterprise participation in this contract.

Please see Attachment 3 for MassDevelopment’s DBE Program guidelines and forms which must be submitted with respondent’s proposal.

5. SCOPE OF SERVICES

MassDevelopment is soliciting proposals to provide economic development, transformative development, and real estate consulting services on an as-needed basis under a "House Doctor" contract to assist with MassDevelopment's planning and development projects throughout the Commonwealth. Some consultants will work specifically on projects under the Transformative Development Initiative (TDI), which is focused on innovative approaches to community and economic development in select Gateway Cities. The municipalities currently receiving TDI services are Attleboro, Barnstable, Fall River, Holyoke, Lawrence, Lowell, Lynn, New Bedford, Pittsfield, Revere, Springfield, Taunton, and Worcester. Consultants may also be asked to work for other departments within MassDevelopment which cover other communities in the Commonwealth. Consultants are encouraged to respond to this RFQ highlighting the service or services that are a strong match with their professional expertise. Consultants are not required to demonstrate familiarity with multiple services below and are encouraged to apply for a single service if their work is strongly focused in one area.

This RFQ does not apply to any services that must be procured in accordance with the designer selection procedures set forth in M.G.L. c. 7C, Secs. 44-58, which must be used when contracting for design services that are performed by an architect, construction manager, interior designer, landscape architect, or engineer for any public building construction, reconstruction, alteration, remodeling, or repair project that has an estimated construction cost of more than \$300,000 and an estimated design fee of \$30,000 or more. For public building projects, design services include the preparation of master plans, feasibility and other studies, surveys, soil tests, cost estimates and programs; preparation of drawings, plans, and specifications, including schematic drawings and preliminary plans and specifications; supervision or administration of a construction contract; and construction management and scheduling.

1. **Marketing & Communications Advisory Services:** This scope is for firms that have a track record of providing marketing, communications, market research, advertising campaigns, social media management journaling, and branding positioning strategy for both place-based efforts and institutions/companies. The Agency is seeking consultants with experience working in real estate, economic development, or other adjacent fields. Ultimately, we are searching for experts with skills in brand strategy and communications, creative and design services, social media strategy and its analytics, content production, and storytelling including videography, animation, and photography to communicate to a variety and diverse set of stakeholders. Professionals who are adept in multilingual communication are a plus.
2. **Specialty Retail and Food Sector Strategy:** The Division seeks experts possessing specialized knowledge and experience in the food industry, sustainability practices, and incubator programs that can provide strategic guidance and innovative solutions to enhance our programs and contribute to the Agency's mission. Moreover, expertise in addressing environmental issues within the food industry is essential. We seek consultants who are also equipped to develop sustainable practices and promote eco-friendly initiatives for small businesses. The Division's audience is mostly small and mid-sized restaurants and other food-based businesses. The consultant will also provide specialized brokerage services for commercial properties as necessary. Future deliverables may include a strategy for restaurant industry outreach, private pre-audit services, business incubator services, e-commerce, strategic financial & business planning, marketing & planning, and concept development to enhance operational efficiencies.
3. **Economic Development Capacity Building:** This work consists of strategic planning, partnership building, and performing necessary research and market analysis to help stakeholder groups determine the next steps in their approach to economic development. This includes significant hands-on work and relationship building to complement tasks that help better understand the ecosystems and working relationships that impact community-driven work in urban neighborhoods. This may also include familiarity with industry clusters and sector-specific economic development, including fashion and textiles, food industry, ocean-based industries (the "blue economy"), and small-scale manufacturing. Additionally, this work may incorporate the implementation of small-scale projects to "test" a partnership's capacity.
4. **District Management Feasibility and Place Governance Support:** Financial

modeling, real estate evaluation, and strategic advisory support to consider district-specific strategies for long-term financing of public improvements and district services. Models to be considered include BID, Parking Benefits Districts, and DIF, as well as considering new policy options. Expertise in community organizing, stakeholder engagement and facilitation, and coalition building is of particular interest.

5. **Strategic Wayfinding and Place-based Design Consulting:** Looking at strategies to transform the built environment through identity and short- and long-term measures to improve district identity, visibility of activity, and orientation. Although signage could be one part of a strategic solution, proposals suggesting both small and large-scale measures to improve natural wayfinding and place identity will be prioritized (i.e. not just sign design). We are looking for integration of engagement strategies to activate vacant spaces utilizing research, community-centered space audits, to inform placemaking events, and third spaces to promote economic vitality, business growth, and tourism. This extends to and includes community campaigns, physical brand integration, promotional videos, and stakeholder collaboration to target residents and external audiences and cultivate community pride.
6. **Real Estate Services, Financing/Pre-Development/Feasibility:** Seeking firms and consultants that can provide real estate expertise in use and building feasibility, predevelopment and financing, preliminary design, and project management. We are especially interested in consultants who have experience in navigating the complexities of commercial and transactions, including the understanding of adaptive reuse of historic or legacy buildings in Gateway Cities and providing specialty services to individuals and emerging developers seeking to build development expertise and capacity. Commercial development expertise in the food retail industry (see #2 above), specialty retail, multi-tenant spaces, and arts and culture uses are particularly of interest.
7. **Small Scale Construction Consulting:** Looking for consultants with experience in residential construction management to provide technical assistance and support to our grantees who are embarking on small-scale capital improvement projects (i.e. projects with total cost under \$100,000). These projects may include installing outdoor fencing, improvements to HVAC systems, modifications for greater accessibility, adding a new bathroom, insulating 3-season rooms for year-round use and changing layout and/or functionality of existing rooms. Consultants will provide support to our project team and our grantees by reviewing scopes of work to ensure that they align with industry standard costs, assessing project feasibility, supporting grantees with best practices around hiring contractors, project troubleshooting and reviewing projects at completion to ensure they meet intended goals.
8. **Professional Development & Conflict Management:** We seek expertise in providing inclusive and diverse-focused professional development and coaching services for professionals in cross-sector coalition initiatives. The providers will collaborate with our organization to cultivate an environment where all team members feel empowered to thrive regardless of background. We are also seeking expertise in conflict management techniques, emphasizing the ability to constructively navigate and resolve

interpersonal conflicts within diverse teams working with cross-sector industries. Dispute resolution could be developed through individualized coaching and group workshops and training.

9. **Program evaluation:** Looking for expertise in assessing agency programs and initiatives' effectiveness, efficiency, and impact. Consultants who can offer comprehensive evaluations by designing evaluation frameworks, collecting and analyzing data, and interpreting findings to provide actionable insights. These services include needs assessment, logic model development, performance measurement, outcome evaluation, and impact assessment. The ultimate goal is to help the agency conduct rigorous evaluations that identify strengths, areas for improvement, and opportunities for innovation, ultimately enhancing program outcomes and maximizing social or place-based impact.
10. **Small business financial and accounting support:** This work focuses on helping small business owners understand, organize and represent their finances so that they can be ready to access financing for growth. This may include coaching and assistance around understanding credit, inventory management, cash flow management, budgeting and forecasting, and preparing loan documents. Expertise providing this assistance in multiple languages is a plus.
11. **Translation services:** This work will include translating written documents and providing live translation for community events in key languages spoken across the Commonwealth, including Spanish, Portuguese, Haitian Creole, Mandarin and Cantonese. MassDevelopment often engages communities around economic development, real estate development, placemaking and business assistance issues. Prior experience providing translation services around these topics is a plus.
12. **Real Estate and Equipment Appraisals:** The contracts for the appraisal services sought herein shall be for a maximum of \$120,000 for the entire three year term. Notwithstanding the foregoing, MassDevelopment does not guarantee that any one of the successful respondents shall be retained to provide a minimum amount of appraisal services under the term of the contract and for particular appraisal projects will solicit estimates for particular appraisals from more than one of the respondents under agreement. Appraisers must have at least five (5) years of experience

6. ELEMENTS OF PROPOSAL

All proposals shall provide information relating to the elements listed in sufficient detail to allow MassDevelopment to conduct an informed and fair selection process. Please provide the following information for *each* specific service (See Scope of Services-Section 5) for which you are submitting qualifications. Please use Attachment 1 to indicate which services are included in your response. A submission must, at a minimum, include the following elements:

Submissions from respondents who are not yet House Doctors:

- a. **Project Leadership/Staffing** Please identify the key individuals/firms who will manage and staff this contract. Specifically, please identify a Principal-in-Charge and a Project Manager for the overall contract as well as other supporting staff in each scope of services for which qualifications are being submitted. Please provide professional resumes for all proposed personnel.
- b. **Firm Background** Please provide a summary overview of your firm/s, including office locations and the number of staff in each location by discipline. Brochures and marketing materials may be included as an appendix to the proposal.
- c. **Relevant Project Experience** Please provide information on no more than five (5) highly relevant projects undertaken by your firm within the past five (5) years. The selected projects should demonstrate the experience of the firm with the specific services submitted for as described within the Scope of Services section. If possible, please highlight projects in urban communities. Projects may span a wide range of real estate types (residential, commercial, industrial, and institutional).
- d. **Approach to House Doctor Contracts** Please summarize your proposed approach to the house doctor contract, including protocols for regular communication, project initiation

staffing, and progress reporting. Describe your firm or team's ability to effectively undertake multiple projects in various areas across the Commonwealth.

- e. **References** Please provide a minimum of three references who can attest to their experience working with your firm or team on projects located within the Commonwealth of Massachusetts within the past five years. (Also See Attachment 4)
- f. **Fees** Please provide information relating to firm or team fee structure, including the "rate sheet" your firm/team proposes to use for the life of the contract. Rate sheets should reference rates by staff level rather than by specific personnel.
- g. **Diverse Business Enterprise (DBE) Participation Schedule and Narrative** (See Attachment 3)
- h. **Required Insurance (below)**
- i. **A Copy of a Recent Real Estate Appraisal Report (*Only Required for Real Estate Appraisers (Scope of Services #12) Submissions*)**

This document should contain the following components:

- I. Introductory Information
- II. Description, Analysis and Conclusions
 - a. Site Data and Analysis
 - b. Description and Analysis of Improvements
 - c. Zoning
 - d. Taxes and Assessment Analysis
 - e. Market Analysis
 - f. Highest and Best Use Analysis
 - g. Cost Approach
 - i. Site Valuation
 - ii. Cost New Estimate and Depreciation
 - h. Sales Comparison Approach
 - i. Income Capitalization Approach
 - j. Reconciliation and Final Value Estimate
- III. Certification and Addenda

- j. **A Copy of a Recent Equipment Appraisal Report (*Only Required for Equipment Appraisers (Scope of Services #12) Submissions*)**

This document should contain the following components:

- I. Introductory Information
- II. Description, Analysis and Conclusions
 - a. Market Analysis
 - b. Terms, conditions, assumptions, limiting conditions
 - c. Valuation on market, cost, depreciated basis, forced and orderly liquidation basis
 - d. Reconciliation and final valuation

III. Certifications and Addenda

Submissions from consultants who have been House Doctors within the last year must include the following:

- a. Approach to House Doctor Contracts** Please summarize your proposed approach to the house doctor contract, including protocols for regular communication, project initiation, staffing, and progress reporting. Describe your firm or team's ability to effectively undertake multiple projects in various areas across the Commonwealth.
- b. Fees** Please provide information relating to firm or team fee structure, including the "rate sheet" your firm/team proposes to use for the life of the contract. Rate sheets should reference rates by staff level rather than by specific personnel.
- c. Diverse Business Enterprise (DBE) Participation Schedule and Narrative** (See Attachment 3)
- d. Required Insurance** (below)

Required Insurance

Please provide a certificate of insurance setting forth the firm's current liability insurance coverage including limits, deductibles, and a statement declaring the firm's agreement, if awarded this contract, to purchase and maintain the liability insurance set forth below as evidenced by a certificate of insurance from an insurance company having an A.M. Best rating of "A-, VII" and licensed to transact business in the Commonwealth of Massachusetts.

- a. Commercial General Liability Requirements, including personal injury and if applicable, product liability/completed operations coverage in the minimum amount of \$1 million personal injury, \$1 million per occurrence, and \$2 million

- general/product/completed operations aggregate. Policy must be written on a per project basis;
- b. Auto liability coverage for owned, hired, and non-owned vehicles in the minimum amount of \$1 million per occurrence combined single limit;
 - c. Workers' Compensation for all its employees, as required by statute, with employer's liability of \$500,000 or more including \$500,000 accident and \$500,000 disease;
 - d. Professional Liability (errors & omissions) with per claim limits of not less than \$1 million; or
 - e. Umbrella Liability in the minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

7. EVALUATION CRITERIA

MassDevelopment's selection committee will evaluate and compare each submitted proposal using the following evaluation criteria. The criteria are not listed in any order of importance:

- a. **Relevant Experience.** The selected firms will have demonstrable experience with a broad range of project types. Consultants should also demonstrate experience with Massachusetts public laws, and relevant Massachusetts codes, laws, and regulations.
- b. **Approach to Scope:** The Agency is looking for consultants with innovative approaches to challenging work and the ability to work with complex stakeholder groups and multi-tiered clients.
- c. **Consulting Capacity.** The selected firms shall have proposed an approach to the house doctor contract that ensures effective communication of information with MassDevelopment. Firms should have sufficient availability of competent personnel who can satisfactorily provide the economic development, real estate, and planning services that MassDevelopment requires to effectively complete particular projects in the Commonwealth. In some cases, tasks may be assigned to the consultant which require immediate action with little or no lead-time.
- d. **Labor Rates.** The selected firms shall propose competitive labor rates which will be fixed for the term of their contract.
- e. **Diverse Business Enterprise Participation.**

Determination of the successful respondent(s) will be made using a best value determination with the goal of making awards to the respondents who are responsible, possess the management, financial and technical capabilities necessary to fulfill the requirements of the contract, whose proposal conforms to the RFQ requirements stated herein, and who are judged by an integrated assessment of the general considerations and specific criteria defined in the evaluation criteria set forth herein to be most advantageous to MassDevelopment, with the proposed price and other factors considered.

MassDevelopment also seeks to utilize consulting services that are representative of the communities in which we work around the Commonwealth, especially with respect to groups that are underrepresented in institutional consulting contracts, including respondents that identify as: women; Black, Indigenous, or people of color; LGBTQ; people with disabilities.; or veterans.

8. SELECTION PROCESS

Only responses containing the Elements of Proposal (Section 6) and meeting the minimum requirements set forth in the Evaluation Criteria (Section 7) may be considered for further evaluation.

There is no public opening of proposals submitted under this RFQ. An internal selection committee will review the submitted proposals, and this committee may or may not contact respondents for further clarification or interviews and may also contact references. The committee may choose to identify a “short list” of qualified respondents for follow-up interviews or to make recommendations based on the information contained in the proposals. Instructions for interviews, if required, will be provided to the short-listed firms.

MassDevelopment will review the submittals, and may contact references. MassDevelopment reserves the right to waive any of the formal requirements of this RFQ, to request additional information from any respondent, to award without negotiations or discussions, to negotiate with any respondent, to reject any or all proposals or parts of proposals, to solicit new proposals, and to award contracts to one or more respondents or to reject any or all respondents proposals as it deems in its best interest.

The firm or firms selected will begin to perform services, as needed by MassDevelopment subject to execution of a contract substantially in the form attached as **Attachment 2** hereto. MassDevelopment reserves the right to negotiate the final terms of the contract and compensation. Should MassDevelopment be unable to negotiate a satisfactory fee with the selected finalists, then the next highest ranked finalists may be selected and the negotiation process repeated.

9. GENERAL PROVISIONS

- a. MassDevelopment reserves the right to reject any or all responses or parts of responses, to solicit new responses, and to award contracts as it determines to be in its best interest.
- b. By submitting a proposal to MassDevelopment, the respondent is certifying that its offer is in all respects bona fide, fair, and made without collusion or fraud with any person. As used in this section, “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- c. Respondents are encouraged to utilize qualified Diverse Business Enterprises (as defined above). MassDevelopment hereby notifies all respondents that Diverse Business Enterprises will be afforded full opportunity to submit offers and/or proposals in response

to this RFQ and will not be subjected to discrimination based on race, color, sex or national origin in consideration for an award.

- d. Potential respondents are hereby notified that issuance of this RFQ and receipt of proposals does not assure that a respondent will be selected.
- e. MassDevelopment is not liable for any costs incurred by a respondent in the preparation and production of a proposal or for any work performed before contract execution.
- f. MassDevelopment reserves the right to waive any informalities, minor deviations, insignificant mistakes, and matters of form rather than substance and to seek clarification of the proposals, which can be waived or corrected without prejudice to other respondents, potential respondents, or MassDevelopment. No officer or agent of MassDevelopment is authorized to waive this reservation.
- g. A proposal may be modified or withdrawn by a respondent up to ten (10) business days after the proposal submission deadline by delivering a written notice to the location designated as the place where proposals are to be received.
- h. Any proposal submitted in response to this RFQ that is not modified or withdrawn as specified in Section 9 (g) above, shall be considered a firm offer and shall remain effective unconditionally for ninety (90) days.
- i. No respondent shall hold any press conference, issue news releases, or make announcements concerning its selection or non-selection for a contract prior to MassDevelopment's public release of this information; thereafter any such press conference, release, or announcement shall be made only after obtaining the written approval of MassDevelopment.
- j. MassDevelopment provides respondents with an opportunity to administratively resolve disputes, complaints or inquiries related to MassDevelopment proposal solicitations or contract awards. MassDevelopment encourages respondents to seek resolution of disputes through consultation with MassDevelopment staff. All such matters will be accorded impartial and timely consideration. If consultation with MassDevelopment staff does not lead to a resolution of the dispute, respondents must file a written dispute with the MassDevelopment Office of General Counsel.
- k. During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as required under law).
- l. Unless otherwise specified in the response to the RFQ, the quoted price includes all overhead, insurance, taxes, fees, and licenses applicable to the delivery or services set forth in the proposal.

- m. Respondents are further advised that, upon signing a contract, the selected firm must certify that it has complied with any and all laws of the Commonwealth relating to the payment of taxes, reporting of employees and contractors, and withholding and remitting of child support as required by M.G.L. c.62C, §49A, and has either (i) filed all tax returns and paid all taxes required by law; (ii) has filed a pending application for abatement of such taxes; (iii) has a pending petition before the appellate tax board contesting such taxes; or (iv) does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth of Massachusetts; and must certify that it is a “Qualified Employer” or an “Exempt Employer” as defined under Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, and 102 CMR 12.00 *et. seq.* as provided in the contract. A respondent’s failure to certify compliance with said laws would be cause for MassDevelopment not to enter into a contract. MassDevelopment further reserves the right to investigate, at any time prior to MassDevelopment’s execution of a contract or during the term of a contract, any information indicating that there has been a failure to comply with said laws. If MassDevelopment determines that any selected respondent has not complied with said laws, it shall decline to enter into a contract, may terminate any contract entered into, and further may decline to extend the contract.
- n. This procurement is subject to M.G.L. c. 7 §§ 22C - 22F which provides that a state agency, state authority, the house of representatives or the senate may not procure goods or services from any person employing ten or more employees in an office or other facility located in Northern Ireland, who fails to certify that:
- i. he/she does not discriminate in employment, compensation, or terms, conditions and privileges of employment on account of religious or political belief; and
 - ii. he/she promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and
 - iii. he/she is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.
- Mass. Gen. Laws c. 7, §§22C – 22F shall not apply if (i) the procurement is essential, as determined by MassDevelopment, and compliance would eliminate the only proposal or offer or would result in inadequate competition; or (ii) there is not comparable proposal or offer (i.e. within 10%) by a certifying firm; or (iii) the firm does not employ ten or more employees in an office or other facility located in Northern Ireland.
- o. MassDevelopment is subject to the requirements concerning the disclosure of public records under the Massachusetts Public Records law, M.G.L.c. 66, and thus documents and other materials made or received by MassDevelopment are subject to public disclosure.
- p. All respondents must be registered to do business and be in good standing with the Massachusetts Secretary of State’s Office in order to transact business in Massachusetts. MassDevelopment may request evidence of good standing prior to entering into any contract.

- q. A respondent will not be selected if it appears on any list of debarred or suspended contractors maintained by the Commonwealth or the Federal government.
- r. See the attached contract form for other certifications and other provisions with which the selected respondents must comply. MassDevelopment reserves the right to modify this contract and certifications to the extent it deems necessary.

Attachments

Attachment 1 – Checklist of Services

Attachment 2 – Form of Contract

Attachment 3 – MassDevelopment’s Diverse Business Participation Program

Attachment 4 – Business Reference Form

ATTACHMENT 1

Please check the relevant service(s) included in your response.

Consulting Services	<u>Y/N</u>
1. Marketing & Communications Advisory Services	
2. Strategic Wayfinding and Place-based Design Consulting	
3. Economic Development Capacity Building	
4. District Management Feasibility and Place Governance Support	
5. Strategic Wayfinding and Place-based Design Consulting	
6. Real Estate Services, Financing/Pre-Development/Feasibility	
7. Small Scale Construction Consulting	
8. Professional Development & Conflict Management	
9. Program Evaluation	
10. Small business financial and accounting support	
11. Translation services	
12. Real Estate and/or Equipment Appraisals	

ATTACHMENT 2

MASSACHUSETTS DEVELOPMENT FINANCE AGENCY

[ECONOMIC DEVELOPMENT, TRANSFORMATIVE DEVELOPMENT, AND REAL ESTATE CONSULTING SERVICES]

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (the "Agreement") is made and entered into as of the _____ day of _____, 2024 (the "Effective Date"), by and between the MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, a Massachusetts body politic and corporate established by M.G.L. Chapter 23G, as may be amended from time to time, having a principal place of business at 99 High Street, 11th Floor, Boston, Massachusetts 02110 (the "Agency" or "MassDevelopment"), and _____, a _____ [corporation, limited liability company, individual], having a principal place of business at _____ (the "Consultant").

WITNESSETH THAT

WHEREAS, the Agency desires to retain the Consultant to provide [*to be refined based upon respondents*] services; and

WHEREAS, the Consultant is qualified and desires to perform services for the Agency to meet these needs.

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

ARTICLE 1. SCOPE OF SERVICES

The Consultant shall perform services (the "Services") as further described within Exhibit A, which is attached hereto and incorporated herein by reference for various projects of the Agency across the Commonwealth as directed by individual delivery orders. A written delivery order will be issued for specific work including scope of services, date of completion and amount (a "Delivery Order"). Services for each Delivery Order will be completed and billed as described on the Delivery Order. Upon receipt of a Delivery Order, submitted by the Agency, the Consultant shall perform the Services with due diligence and in accordance with the schedules agreed to in the Delivery Order. The Agency may authorize costs to be incurred prior to such Delivery Order. Time is of the essence under the Agreement. The Services shall be requested by the Agency on an as-needed basis from time to time during the term of this Agreement and such requests shall, at all times, remain in the sole discretion of the Agency. The Agency does not represent or otherwise guarantee that any minimum quantity or value of Services will be requested of the Consultant.

ARTICLE 2. FEES

The Agency agrees to pay the Consultant fees according to the fee schedule as set forth in Exhibit B and as further specified in the Delivery Order. Total fees hereunder shall not exceed _____ Dollars (\$ _____), through the date of completion of the Agreement, as defined in Article 9 hereto, and shall include all direct costs and reasonable expenses which costs and expenses shall be approved in writing by the Agency in its sole discretion.

The itemized records of time spent and costs incurred in the performance of the Services under the Agreement shall be kept by the Consultant on the basis of generally accepted accounting principles consistently applied and shall be submitted to the Agency along with the Consultant's monthly invoice, as specified under Article 3. All such records shall be kept by the Consultant for a period of six (6) years. All retention periods start on the first day after termination of the Agreement. If any litigation, claim, negotiation, audit or other action involving such records has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the applicable retention period, whichever is later.

ARTICLE 3. PAYMENT

Invoices for services rendered and costs incurred shall be prepared by the Consultant on the Consultant's standard form, as approved by the Agency, and submitted along with the Consultants itemized records, as set forth in Article 2, to the Agency every thirty (30) days. The invoices shall reflect fees and costs for actual services performed and hours of service provided, identify the percentage of work completed and otherwise conform to the requirements of Article 2 hereof. An invoice in proper form shall be paid by the Agency to the Consultant within thirty (30) days of presentation to the Agency.

ARTICLE 4. CHANGES AND ADDITIONAL SERVICES

The Agency may request changes or additions to the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's fees, which are mutually agreed upon between the Agency and the Consultant shall be incorporated in written amendments to the Agreement.

ARTICLE 5. INDEPENDENT CONTRACTOR

It is understood and agreed that the Consultant is an independent contractor and that the Consultant shall perform the Services as defined by the parties on Exhibit A. The Consultant shall determine, in the Consultant's sole discretion, the manner and means by which the Services are accomplished, subject to the express condition that the Consultant shall at all times comply with applicable law. The Consultant shall perform the Services in a professional and competent manner. It is expressly understood and agreed that neither the Consultant nor the Consultant's employees and agents, if any, shall be considered agents or employees of the Agency, and they shall have no authority whatsoever to bind the Agency by contract or otherwise.

The Consultant represents that it has, or will secure, at its own expense, all personnel required in performing the Services under the Agreement. The Consultant shall assign such personnel subject to the approval of the Agency, and such personnel shall not be employees of nor have any contractual relationship with the Agency. The Consultant further agrees that its personnel will not hold themselves out as, nor claim to be, officers or employees of the Agency by reason of the Agreement.

The Consultant acknowledges and agrees that it shall be the obligation of the Consultant to report to the proper authorities all fees received by the Consultant pursuant to the Agreement, and the Consultant agrees to indemnify, defend and hold harmless the Agency to the extent of any obligation imposed by law on the Agency to pay any withholding taxes, social security, unemployment or worker's compensation insurance or similar items in connection with any payments made to the Consultant by the Agency pursuant to the Agreement on account of the Services of the Consultant or the Consultant's employees or agents, if any.

ARTICLE 6. SUBCONSULTANTS

With the prior written consent of the Agency, the Consultant may engage any person pursuant to a subconsulting agreement with the Consultant to perform a designated part of the Services ("Subconsultant"), as the Consultant judges necessary for the rendering of any of the Services, at rates acceptable to the Agency.

Services performed by any Subconsultant shall be through an appropriate subconsulting agreement that expressly binds the Subconsultant to the requirements of this Agreement for the benefit of the Agency, and that requires each Subconsultant to assume toward the Consultant all the obligations, duties and responsibilities that the Consultant assumes toward the Agency.

The Consultant shall make reasonable investigations of Subconsultants to ensure that they possess the requisite skill, knowledge and experience. The Consultant shall be fully responsible to the Agency for all acts or omissions of Subconsultants at any tier, to the same extent that the Consultant is responsible for the Consultant's acts and omissions. Nothing in this Article, shall relieve the Consultant of its sole and prime responsibility for the performance of the Services, including all performance and completion of Services by Subconsultants.

The Consultant shall resolve any situation in which a Subconsultant is failing to perform to an adequate professional or technical standard. No act or omission of the Agency made or permitted under this provision shall relieve the Consultant of its sole responsibility for the Services.

Any fees or expenses associated with the Services performed by the Subconsultant shall be subject to and paid in accordance with Article 2 of this Agreement. The Consultant shall not impose any administrative fee or other markup on any of the fees or expenses of the Subconsultant without the prior written approval of the Agency.

ARTICLE 7. INSURANCE

The Consultant shall effect and maintain insurance in amounts as set forth below and with companies licensed to transact business in the Commonwealth of Massachusetts, having an A.M. Best Company rating of “A-,VII” and otherwise satisfactory to the Agency, at its own cost and expense to protect itself from claims under any Worker's Compensation Act; from claims for damages because of bodily injury including sickness, disease or death; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions or negligent acts for which it is legally liable.

- (i) Commercial general liability, including personal injury and if applicable, product liability/completed operations coverage in the minimum amount of \$1,000,000 personal injury, \$1,000,000 per occurrence and \$2,000,000 general/product/completed operations aggregate;
- (ii) Automobile liability coverage for owned, hired and non-owned vehicles in the minimum amount of \$1,000,000 per occurrence combined single limit;
- (iii) Workers’ compensation for all its employees, as required by statute, with employers’ liability of \$500,000.00 or more including \$500,000 accident and \$500,000 disease;
- (iv) Professional liability insurance coverage with per claim limits of not less than \$1,000,000

The Consultant shall furnish the Agency with certificates of insurance showing that the Consultant has complied with this Article prior to entering into the Agreement, which certificates shall name “Massachusetts Development Finance Agency, its successors and/or assigns, as their interests may appear” as an Additional Insured for the insurance required under (i) and (ii) of this Article. Such certificates shall provide that written notification of cancellation of the insurance policies required hereunder shall be given to the Agency thirty (30) days prior to such cancellation.

Consultant shall require that all Subconsultants maintain insurance meeting all the requirements stated herein, including, without limitation, the requirement that “Massachusetts Development Finance Agency, its respective successors, officers, directors and/or employees and/or assigns, as their interests may appear” is an additional insured for the insurance required. In addition, all policies shall provide that written notification of cancellation of the insurance policies required hereunder shall be given to the Agency thirty (30) days prior to such cancellation. The Consultant shall obtain and maintain copies of all insurance certificates from any Subconsultants on the project and will update them annually, if necessary. During the term of this Agreement, Consultant will annually certify in writing to the Agency that all such insurance and certificates issued on behalf of any Subconsultants remain in effect. Such certification shall list, among other things, the Subconsultant, the insurer, and the policy numbers for the Subconsultants’ policies. Consultant shall provide the Agency with certificates of insurance of such Subconsultants upon demand.

ARTICLE 8. INDEMNITY

The Consultant shall indemnify, defend and hold harmless the Agency and its successors and assigns, and all of its officers, managers, members, directors, lenders, shareholders, beneficial owners, trustees, partners, affiliates, agents and employees (collectively "Agency Indemnitees") from and against any and all claims, suits, actions, judgments, demands, losses, costs, attorney's fees, expenses, damages and liability to the extent caused by, resulting from, or arising out of the intentional acts, negligent acts, errors, omissions, or allegations thereof, of the Consultant, its employees, agents or representatives in the performance of the Services under the Agreement.

ARTICLE 9. TIME

Upon receipt of a Delivery Order, submitted by the Agency, the Consultant shall perform the Services with due diligence and in accordance with the schedules agreed to in the Delivery Order. The Agency may authorize costs to be incurred prior to such Delivery Order. Time is of the essence under the Agreement.

ARTICLE 10. DURATION OF CONTRACT

The term of this Agreement shall commence on the Effective Date and shall terminate on the second anniversary of the Effective Date (the "Initial Term"), unless sooner terminated in accordance with Article 12. The Agreement may be extended for one (1) additional year upon the agreement of both parties and at the same compensation schedule set forth in Exhibit B. Notwithstanding the foregoing, the provisions where equity would require survival shall be deemed to survive and remain binding upon the parties following the termination of the Agreement.

ARTICLE 11. TERMINATION

The Agreement may be terminated by the Agency upon seven (7) days written notice to the Consultant in the event of substantial failure by the Consultant to perform in accordance with the terms of the Agreement through no fault of the Agency unless said failure is rectified within said period. The Agreement may also be terminated by the Agency for its convenience but only upon seven (7) days written notice to the Consultant.

In the event of termination not the fault of the Consultant, the Consultant shall be paid for all the Services performed and costs incurred up to the effective date of termination for which the Consultant has not been previously paid by the Agency.

Upon receipt of notice of termination from the Agency, the Consultant shall discontinue its services hereunder unless otherwise directed and shall deliver to the Agency all data, drawings, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in the performance of the Agreement, whether completed or in process.

Notwithstanding the above, in the event of termination, the Consultant shall not be relieved of liability to the Agency for injury or damages sustained by the Agency by virtue of the

Agreement, and the Agency may withhold any payments to the Consultant for the purposes of set-off until such time as the exact amount of damages due to the Agency is determined.

ARTICLE 12. OWNERSHIP OF DOCUMENTS: CONFIDENTIALITY

All materials produced by the Consultant under the auspices of the Agreement, including, without limitation, disks, plans, specifications, reports, manuals, pamphlets and articles, shall be the property of the Agency, and shall appropriately designate the Agency as the owner thereof.

Unless otherwise required under applicable law, the Consultant will hold in strict confidence all information received by the Consultant from the Agency and designated by the Agency as confidential ("Confidential Information") in connection with the Agreement or the Services being performed hereunder, and will not disclose such Confidential Information to any person without the prior written consent of the Agency. Upon termination of the Agreement, the Consultant will return promptly, or cause to be returned promptly, to the Agency all tangible items, including copies thereof, of such Confidential Information which has been furnished to the Consultant by the Agency hereunder.

ARTICLE 13. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, sublet, subcontract, sell, transfer or otherwise dispose of any interest in the Agreement without prior written approval of the Agency. Notwithstanding any such assignment, sublease, sale, transfer or other disposition permitted by the Agency, the Consultant will continue to remain fully and directly liable on all its obligations hereunder as though no such assignment, sublease, sale, transfer or other disposition had occurred. Upon making any such disposition, the Consultant shall furnish the Agency promptly with an executed copy of the disposing instrument, executed by assignee, sublessee, buyer or transferee, in which such party thereto assumes and agrees to observe and perform all of the Consultant's obligations hereunder. Any such disposition shall expressly be made subject to all defenses, set-offs, claims or counterclaims which would have been available to the Agency in the absence of such disposition.

The Agreement shall otherwise be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

ARTICLE 14. NON-WAIVER

No failure or waiver of successive failures or waivers on the part of either party hereto, their successors or permitted assigns, in the enforcement of any condition, covenant or article of the Agreement, shall operate as a discharge of any such condition, covenant or article, nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

ARTICLE 15. NOTIFICATION

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served when delivered by hand if a receipt is obtained therefor, or when actually received if delivered by mail, and if delivered by mail shall be mailed registered or certified first class mail, return receipt requested, postage pre-paid, and in all cases shall be addressed as follows:

To the Agency: Massachusetts Development Finance Agency
99 High Street, 11th Floor
Boston, MA 02110
Attention: Executive Vice President, Real Estate

With a copy to: Massachusetts Development Finance Agency
99 High Street, 11th Floor
Boston, MA 02110
Attention: General Counsel

To the Consultant:

Each party authorizes the other to rely in connection with their respective rights and obligations under the Agreement upon approval by the parties named above or any person designated in substitution or addition hereto by notice, in writing, to the party so relying.

ARTICLE 16. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of the Agreement, the Consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age (as defined by law), sex, sexual orientation, religion or physical or mental handicap. The Consultant agrees to comply with all applicable federal and state statutes prohibiting discrimination in employment including Title VII of the Civil Rights Acts of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, and Massachusetts General Laws Chapter 151B, section 4 (1).

If a complaint or claim alleging violation by the Consultant of such statutes regarding the execution of the Agreement is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Consultant agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees in connection with the defense of such claim.

In the event of the Consultant's noncompliance with the provisions of this Article, the Agency shall impose such sanctions as it deems appropriate, including, but not limited to: (i) withholding of payments due the Consultant under the Agreement until the Consultant complies;

or (ii) termination or suspension of the Agreement.

ARTICLE 17. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 18. FORCE MAJEURE

Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this Article, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. Nothing contained in this Article 17 shall derogate from or affect the Agency's rights to terminate this Agreement pursuant to Article 10 above.

ARTICLE 19. SEVERABILITY

If any provision of the Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall remain enforceable to the fullest extent permitted by law.

ARTICLE 20. HEADINGS

The headings used herein are for reference and convenience only and shall not enter into the interpretation of the Agreement.

ARTICLE 21. AMENDMENTS

No amendment to the Agreement shall be effective unless it is signed by authorized representatives of both parties and accepted for filing at the offices of the Agency.

ARTICLE 22. CONFLICT OF INTEREST

The Consultant understands that any person providing services under the Agreement will be a "special state employee," for purposes of M.G.L. Chapter 268A, but shall otherwise be an independent contractor and not an employee of the Agency. The Consultant further agrees to comply with said Chapter 268A, as "special state employee," and to promptly disclose to the Agency any activity under the Agreement by the Consultant or an employee thereof that is or may result in a violation thereof.

The Agency acknowledges that the Consultant can perform services for other clients during the duration of this Agreement, provided such clients do not conflict with the services

required under this Agreement and subject to applicable law.

ARTICLE 23. CERTIFICATIONS

By signing the Agreement, the Consultant certifies, under the pains and penalties of perjury, that it is in compliance with, and shall remain in compliance with, all legal requirements governing the performance of this Agreement and the Consultant's authority to transact business in Massachusetts, and that the Consultant:

(1) is in compliance with all Massachusetts laws relating to the payment of taxes, reporting of employees and contractors, and withholding and remitting of child support as required by M.G.L. ch. 62C, § 49A, and has either (i) filed all tax returns and paid all taxes required by law; (ii) has filed a pending application for abatement of such taxes; (iii) has a pending petition before the appellate tax board contesting such taxes; or (iv) does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth of Massachusetts;

(2) is a "Qualified Employer" or an "Exempt Employer" as defined under Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, and 102 CMR 12.00 *et seq.*;

(3) is in compliance with all federal and state laws and regulations prohibiting discrimination, including without limitation Executive Order 11246;

(4) is not currently debarred or suspended from doing business with any governmental entity by the Commonwealth of Massachusetts or any of its entities or subdivisions under any Commonwealth law or regulation, including without limitation M.G.L. c. 29, § 29F and M.G.L. c. 152, § 25C, and that it is not currently debarred or suspended from doing business with any governmental entity by the Federal government under any federal law or regulation;

(5) is in compliance with federal anti-lobbying requirements of 31 U.S.C. § 1352;

(6) is in compliance with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions pursuant to M.G.L. c. 151A, § 19A(b), or has notified MassDevelopment in writing that M.G.L. c. 151A does not apply to Consultant because Consultant does not have any individuals performing services for it within the Commonwealth of Massachusetts to the extent that Consultant would be required to make any such contributions or payments to the Commonwealth;

(7) is not employing ten or more employees in an office or other facility located in Northern Ireland, and is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland; or, if applicable, is employing ten or more employees in an office or other facility located in Northern Ireland and (i) does not discriminate in employment, compensation, or terms, conditions and privileges of employment on account of

religious or political belief; (ii) promotes religious tolerance within the work place, and the eradication of any manifestations or religious and other illegal discrimination; and (iii) is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland; and

(8) (i) shall not knowingly use undocumented workers in connection with the performance of the Agreement or any contract with the Agency; (ii) shall verify, pursuant to federal requirements, the immigration status of all workers assigned to perform Services under this Agreement without engaging in unlawful discrimination; and (iii) shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

Any breach of the foregoing requirements shall constitute a material breach of this Agreement subjecting the Consultant to sanctions, including but not limited to monetary penalties, withholding of payments, and/or suspension or termination of this Agreement or any contract with the Agency

ARTICLE 24. DIVERSE BUSINESS ENTERPRISE PREFERENCE

It is the policy of the Commonwealth and the Agency to promote equity of opportunity in state contracting; and, to that end, to encourage full participation of Diverse Business Enterprises (as defined below) in all areas of state contracting pursuant to Executive Orders 565, 523, and 526. For purposes of this section, “Diverse Business Enterprise(s)” shall mean a minority business enterprise, women business enterprise, veteran business enterprise, or service-disabled veteran-owned business enterprise, each as certified by or recognized as certified (as of the Effective Date) by the Commonwealth of Massachusetts Operational Services Division’s Supplier Diversity Office (SDO) pursuant to 425 CMR 2.00. It is the Agency’s intention to create a level playing field on which Diverse Business Enterprises can compete fairly for contracts.

In addition to all other equal opportunity employment requirements of this Agreement, the Agency strongly encourages the use of Diverse Business Enterprises as consultants, contractors, subconsultants, subcontractors, and suppliers. Lists of Diverse Business Enterprises certified or verified by the SDO are located at www.mass.gov/sdo.

The Consultant shall cooperate with the Agency and exercise good-faith efforts to seek opportunities for Diverse Business Enterprise participation. At the time this Agreement is executed, Consultant shall submit a certified Diverse Business Enterprise Participation Schedule, in the form attached hereto as Exhibit C, to the Agency. The Diverse Business Enterprise Participation Schedule is incorporated by reference into the Agreement.

ARTICLE 25. EXTENT OF AGREEMENT

The Agreement represents the entire and integrated agreement between the Agency and the Consultant and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations or representations, written or oral, with respect to the subject matter

hereof.

ARTICLE 26. COMPLIANCE WITH APPLICABLE LAW

The Consultant shall comply with and be solely responsible for any violation of all federal, state and local laws, ordinances, rules, regulations or orders, including, but not limited to, emergency orders relating to the COVID-19 pandemic, which are applicable to the Services being provided hereunder and in the performance of the Agreement.

ARTICLE 27. SIGNATORY AUTHORITY

Each party to this Agreement represents that the individual executing this Agreement on its behalf is duly authorized to bind such party to this Agreement according to its terms.

ARTICLE 28. COUNTERPARTS

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

AGREEMENT VOIDABLE BY MASSDEVELOPMENT IF VIOLATED.

This Agreement is not valid for any services that must be procured in accordance with the designer selection procedures set forth in M.G.L. c. 7C, Secs. 44-58, which must be used when contracting for design services for any public building construction, reconstruction, alteration, remodeling or repair project that has an estimated construction cost of more than \$100,000 and an estimated design fee of \$10,000 or more. For public building projects, design services include the preparation of master plans, feasibility and other studies, surveys, soil tests, cost estimates and programs; preparation of drawings, plans, and specifications, including schematic drawings and preliminary plans and specifications; supervision or administration of a construction contract; and construction management and scheduling. Any services provided that violate this provision shall automatically render this Agreement voidable by Agency. If the Agency elects to void this Agreement, it shall have no further force or effect

[Remainder of page left blank; signature(s) on next page]

IN WITNESS WHEREOF, the Agreement has been executed by the Agency and the Consultant and is effective as of the date first written above.

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

By: _____
Name:
Title:

Agency Counsel

[CONSULTANT]

By: _____
Name:
Title:

Federal ID Number

Contract Number:
Contract Amount:

[Signature page of Agreement for Consulting Services between the Massachusetts Development Finance Agency and CONSULTANT]

EXHIBIT A
SCOPE OF SERVICES

Consultant will provide consulting services on a “house doctor” basis for certain projects in the Commonwealth as further described in consultant’s proposal dated _____, incorporated herein by reference (the “Consultant’s Proposal”). The Services will focus on _____. The Services may also include scopes on the following, or any other scope within the Consultant’s expertise that is mutually agreed upon by the Consultant and the Agency.

Proposals for each task should indicate the scope of work, the methodology used, project schedule, and staff effort and fees for the agreed upon scope of work. Services for each task shall be billed as a lump sum amount based upon the actual expected hourly staff effort in accordance with the approved hourly rate schedule, attached as Exhibit B, or such other rate schedule as the Agency may approve in a Delivery Order.

The Services shall be requested by the Agency on an as-needed basis from time to time during the term of this Agreement and such requests shall, at all times, remain in the sole discretion of the Agency. The Agency does not represent or otherwise guarantee that any minimum quantity or value of Services will be requested of the Consultant. Additionally, the consultant shall be eligible to provide services reasonably related to those listed above but not specified in the descriptions.

In the event there are any conflicts between the terms of this Agreement and the Consultant’s Proposal, the terms of this Agreement shall govern.

EXHIBIT B
FEE SCHEDULE

[FEE SCHEDULE]

Reimbursable Expenses

The guidelines below will be used to submit reimbursable expenses to MassDevelopment

1. Reimbursable expenses such as in-house field supplies and equipment rental, tolls, parking, overnight mailings and bulk notification mailings and in-house printing shall be invoiced at cost or unit costs as applicable
2. Costs for items such as regular mailings of project documents, telephone or fax communications, computer usage charges, and miscellaneous in-house printing are included in the rates shown above
3. Outside reimbursable expenses and services, rendered on behalf of the client, are acceptable with prior approval
4. Automobile transportation expense for contractor travel directly related to the project shall be invoiced at the prevailing federal rate per vehicle mile
5. Costs of other modes of travel, lodging, and meals per the guidelines below

Travelers will not be reimbursed for excess costs caused by:

- An indirect route as a matter of personal preference
- Premature departure for personal reasons from a temporary location; or
- Extending a stay for personal reasons.

AIR TRAVEL

Air travel should be in coach class only, unless the employee bears the cost of the difference between coach and first class. Travel should be planned as far in advance as possible to take advantage of discounted fares; especially, if reasonable certainty exists that the event will take place.

RENTAL CARS

Generally, no car larger than a mid-size should be rented. The use of rental cars, even if authorized, must be justified in writing by the traveler and attached to the invoice. Claims for rental car gasoline must be supported by original receipts, and will be reimbursed at cost not including penalties or fees.

LODGING

The Contractor is expected to have a policy that provides for reasonable but not extravagant lodging accommodations for employees in travel status. The Contractor should make use of government rates whenever possible; otherwise, corporate rates or other discounts should be obtained. When possible please attempt to find lodging in the TDI-District.

MISCELLANEOUS EXPENSES

Contractors in non-overnight travel status, who are away from their residence for at least 11 consecutive hours excluding meal time, and the meal is specifically authorized, should be reimbursed on the actual expense incurred basis with meal cost limited to a \$13.00 charge.

Contractors in overnight travel status should be reimbursed on the actual expense incurred basis with meal costs limited to a \$13.00 charge per contractor for dinner. When possible, preference should be given to food establishments in the TDI-District.

TAXICABS AND LIVERY SERVICE

The use of taxicabs or other livery service including rideshare services is appropriate when:

- A. public transportation, airport limousine service, and/or hotel courtesy transportation is not available or when time or other factors make it impractical to use available public conveyances;
- B. traveling between transportation terminals and the residence, hotel, or office while in an official travel status; or
- C. for travel from the Contractor's residence to the official station to depart on an assignment, and from the official station to the residence on the day the employee returns from that trip.
- D. If a rideshare service is the primary means of transportation for the contractor

Fares for trips used to obtain meals will not be reimbursed.

Reimbursement for fares (plus the customary 20% tip) will be made only if an appropriate receipt is submitted with the invoice.

NON-REIMBURSEMENT EXPENSES

Examples of expenses that will not be reimbursed include the following:

- A. alcoholic beverages, entertainment;
- B. laundry, dry cleaning and pressing;

- C. travel insurance;
- D. parking fines;
- E. charges incurred because of indirect travel for personal reasons;
- F. gratuities and tips paid to porters, waiters, bellboys, and hotel maids inside the lodging facility
- G. nonproductive time related to official travel to and from one's temporary duty station; and
- H. any charges, fees, or other associated costs related to the making of reservations or other accommodations for travel.

RECEIPTS

Valid original receipts are required for all expenditures regardless of cost. If a receipt is not normally provided for the expense (metro, bus token, bike share etc.), the certification signed by the traveler on the invoice will justify the expense.

Receipts submitted with the invoice should be originals indicating the name of the payee, date paid, amount, and the service rendered. This includes the original Passenger Receipt Coupon of the airline ticket. If an electronic ticket is used, the boarding passes for each flight must be submitted with the travel invoice.

ATTACHMENT 3 – MassDevelopment’s Diverse Business Participation Program Guidelines

MassDevelopment strongly encourages the use of Diverse Business Enterprises (as defined in Section 4 of the RFQ) as consultants, contractors, sub-consultants, subcontractors, and suppliers in the procurement of its direct design, engineering, construction and all professional services. Accordingly, MassDevelopment has developed a Diverse Business Participation Program (the “DBE Program”) which establishes criteria to encourage and measure participation by Diverse Business Enterprises in the provision of such services.

The DBE Program addresses MassDevelopment’s commitment, and the commitment of respondents to this RFQ, to seek opportunities for Diverse Business Enterprise participation. The DBE Program requires MassDevelopment to reach out to Diverse Business Enterprises in its contracting opportunities and to track the percentage of Diverse Business Enterprises that participate in Agency contracting at the direct contracting level. The participation levels of Diverse Business Enterprises in MassDevelopment’s direct contracting will be reported to MassDevelopment’s Board of Directors annually.

In addition, the DBE Program requires examination of respondent’s anticipated utilization of Diverse Business Enterprises at the subcontractor/subconsultant level, including the percentage of the total proposed price to be supplied by Diverse Business Enterprises and the identity of the work to be performed by Diverse Business Enterprises. The DBE Program also considers the strategies and good faith efforts each respondent will use to obtain qualified Diverse Business Enterprise subcontractors/subconsultants and suppliers, how the respondent will interface with MassDevelopment for outreach, pre-solicitation review of subcontracting/subconsulting, and compliance monitoring and reporting. It will also consider how the respondent will address resolving disputes with Diverse Business Enterprise subcontractors/subconsultants, including proposed termination and alternative plans for the substitution and replacement of Diverse Business Enterprise firms that have been terminated. Finally, it will consider what technical assistance initiatives and supportive service strategies the respondent will employ to promote full participation by Diverse Business Enterprises and to support the efforts by such firms to build capacity.

Respondent Submission Requirements

As part of respondent’s proposal submission, the Participation Schedule (attached hereto as Exhibit A) must be submitted. It is anticipated that contracts may meet the eligibility criteria of Part 2. Accordingly, the proposal submission should include a narrative with a summary of the below information.

1. Explain how the respondent intends to ensure overall compliance with MassDevelopment’s policy of promoting equity and opportunity for Diverse Business Enterprises, including the strategies the respondent used to obtain certified MBE, WBE, VBE or SDVBE subcontractors and suppliers to perform work or provide supplies for the project.
2. Explain the good faith efforts the respondent has already made to obtain Diverse Business Enterprise participation, including:

- a. The strategies the respondent has used to obtain certified MBE, WBE, VBE or SDVBE subcontractors and suppliers,
 - b. Documented communication with MassDevelopment about Diverse Business Enterprise outreach,
 - c. How the respondent used information concerning Diverse Business Enterprise subcontracting opportunities provided by MassDevelopment during the pre-proposal conference, if any, and/or through other means,
 - d. Solicitations placed by the respondent in general circulation media, trade association publications, minority-focused media and other reasonable and available means to obtain Diverse Business Enterprise involvement,
 - e. Written notifications sent by the respondent to Diverse Business Enterprises encouraging participation in the proposed contract,
 - f. Efforts the respondent made to identify specific portions of the work that might be performed by Diverse Business Enterprises,
 - g. A list of names, addresses, and telephone numbers of Diverse Business Enterprises that were contacted,
 - h. A description of the information provided to targeted Diverse Business Enterprises regarding the particular project, and
 - i. Efforts made by the respondent to assist Diverse Business Enterprises in obtaining bonding or insurance required by the Bidder/proposer or by MassDevelopment.
3. Submit a narrative explaining how during performance of the contract the respondent will maintain continued efforts to preserve and enhance Diverse Business Enterprise participation, including the respondent's:
- a. Description of how the respondent will interface with the MassDevelopment project manager and contract manager for outreach and assistance generally and with respect to the specific issues below,
 - b. Description as to how the respondent will abide by the monitoring and reporting requirements of the contract,
 - c. Description of the dispute resolution procedures the respondent will institute under its subcontracts with Diverse Business Enterprises to encourage amicable resolution of disputes and continued performance by the Diverse Business Enterprises, and
 - d. Description of the procedures and guidelines for the termination of Diverse Business Enterprises as well as for the identification and selection of substitutes.

EXHIBIT C

MassDevelopment's Diverse Business Enterprise (DBE) 2 Participation Schedule

PART 1: CONSULTANT INFORMATION

Business Name and Address: _____

Contact Name and Phone Number: _____

Email Address: _____

Consultant **is/is not** Supplier Diversity Office certified as a DBE:

Yes No, not a certified DBE

If **yes**, check appropriate category(ies) below (**attach** any SDO Certification Letters):

MBE WBE

PART 2: NARRATIVE (if applicable)

For contracts with values \$50,000.00 or more, consultant **must attach** to this schedule a narrative containing: (1) communications regarding DBE outreach, (2) identification of the work that may be completed by any DBEs, (3) a dispute resolution process with DBEs, and (4) procedures for the replacement of DBEs if termination is required.

PART 3: CONSULTANT'S DBE SUBCONTRACTORS/SUBCONSULTANTS

Have you sought out DBE Participation at the subcontract/subconsultant level: o

If **yes**, which methods did you use: Solicitation placed in trade publications n notification

Assist DBEs in obtaining required bonding or insurance COMMBUYS

If **yes**, complete the below list:

<u>Name and Address of Planned Diverse Business Enterprise Subcontractors/ Subconsultants</u>	<u>Circle Appropriate Certification and attach Certification Letter from SDO</u>	<u>Dollar Amount of Participation on a Massachusetts fiscal year (July 1 – June 30) basis</u>
	MBE / WBE / VBE / SDVBE	
	MBE / WBE / VBE / SDVBE	
	MBE / WBE / VBE / SDVBE	
	MBE / WBE / VBE / SDVBE	
	MBE / WBE / VBE / SDVBE	

PART 4: CERTIFICATION (REQUIRED)

Under the pains and penalties of perjury, I certify that the information provided on this form and all attachments is accurate.

Signature: _____

Written Name: _____

² For purposes of this schedule, DBE shall collectively refer to enterprises certified or verified by the Supplier Diversity Office (SDO) as Minority, Women, Service Disabled Veteran Owned Business Enterprises and Veteran Owned Business Enterprises (each respectively a MBE, WBE, SDVBE, and VBE). The SDO certifications are located at www.mass.gov/sdo

**Attachment 4
BUSINESS REFERENCE FORM**

Respondent: _____

The Respondent must provide at least 3 business references.

Company Name: _____	Contact: _____
Address: _____ _____	Title: _____
Internet address: _____	Phone: ()
	Fax: ()

Description and date(s) of commodities and services provided: _____

Company Name: _____	Contact: _____
Address: _____ _____	Title: _____
Internet address: _____	Phone: ()
	Fax: ()

Description and date(s) of commodities and services provided: _____

Company Name: _____	Contact: _____
Address: _____ _____	Title: _____
Internet address: _____	Phone: ()
	Fax: ()

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the respondent's abilities and qualifications as stated in the respondent's response. The Agency may deem the respondent's proposal unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.