

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

**REQUEST FOR PROPOSALS
FOR**

INSURANCE BROKER SERVICES

MAY 2, 2022

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. MassDevelopment 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 works with businesses, nonprofits, and local, state and federal officials and agencies to strengthen the Massachusetts economy. Through these collaborations, MassDevelopment helps create jobs, increase the number of housing units, eliminate blight, and address factors limiting economic growth including transportation, energy and infrastructure deficiencies.

More information about MassDevelopment, including our current Annual Report and most recent audited financial statements can be found at www.massdevelopment.com.

2. PROJECT DESCRIPTION

MassDevelopment is soliciting proposals from respondents to provide comprehensive insurance brokerage services. Respondents should have experience with public and quasi-public agencies, have strong market availability and access, and have a solid marketing process. MassDevelopment is seeking to enter into a fixed fee agreement with a respondent(s) to provide comprehensive insurance brokerage services as it relates to the Insurance and Risk Management program of the Agency.

MassDevelopment will enter into contracts with one or more responsive, responsible respondents based on qualifications, best value, and professional capacity. The contract(s) will have a base term of three (3) years with an option to extend the contract for two (2) additional one-year terms with the agreement of both parties. It is expected that the respondent will begin working with the Agency on July 1, 2022.

MassDevelopment reserves the right to waive any informalities or to reject any or all proposals. Award of a contract for the work contemplated by this Request for Proposals (“RFP”) 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:

RFP Available:	May 2, 2022
Deadline for Questions:	May 18, 2022 by 5:00 PM
Response to Questions Issued:	May 25, 2022
Proposal Submission Deadline:	June 15, 2022 by 5:00 PM
Interviews (If needed):	June 29, 2022 (approximate date)

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

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

Lisa Kalinowski
Senior Vice President of Finance
MassDevelopment
33 Andrews Parkway
Devens, MA 01434
978-784-2922
LKalinowski@massdevelopment.com

The RFP 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 RFP.

All questions should be submitted in writing on or before **May 18, 2022 by 5:00 PM [Email is preferred.]** Prospective respondents should note that all clarifications and exceptions including those relating to the terms and conditions of the contract must be submitted prior to the deadline for questions. Answers to all questions of a substantive nature will be posted on MassDevelopment's website at (<https://www.massdevelopment.com/rfp-rfq/>). It is the responsibility of respondents to ensure that they receive all information pertaining to this RFP by visiting the website link listed above.

Respondents to this RFP must submit one electronic copy of their proposals. Responses must be received no later than **5:00 pm on June 15, 2022**. Electronic copies of responses, preferably in a searchable PDF format, must be sent to the email address listed above with the subject line "RFP – Risk Management Broker Services."¹

Any proposal received after the time specified will be considered a late proposal. A late proposal shall not be considered for award. Delays in mail deliveries or any other means of transmittal, including couriers, shall not excuse late proposal submissions.

¹ Please note that MassDevelopment cannot receive e-mail attachments larger than 25 megabytes (an attachment larger than 25 megabytes will cause your email to be rejected entirely). If your proposal exceeds that limit, please upload your proposal to your own storage service and provide MassDevelopment with a link to the file(s).

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)”), 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 RFP, to seek opportunities for Diverse Business Enterprise participation in this contract.

Please see **Attachment 2** for MassDevelopment’s DBE Program guidelines and forms which must be submitted with respondent’s proposal.

5. SCOPE OF SERVICES

A. Risk Identification and Evaluation

The respondent will review the operations of the Agency and its affiliated corporations in order to identify and evaluate those activities that expose the Agency, its employees, officers, and directors to the potential for material loss of financial resources as a result of either direct or indirect consequences. The respondent, with assistance from the Agency’s Finance Department, will request, secure, develop, and evaluate all necessary information required to assess material exposures and to educate and inform the Agency and the underwriter of the potential for a loss. Services in this category include, but are not limited to:

- Ongoing risk assessment/exposure analysis (identification and evaluation of the Agency’s exposure to losses)
- Meetings with Agency officials
- Risk Management Training

B. Design, Marketing, and Implementation of Insurance Programs

Respondent will develop, on behalf of the Agency, first class underwriting submissions that contain all relevant information necessary for the placement of insurance currently in place for the Agency (see **Attachment 1**). Services in this category include, but are not limited to:

- Access to all necessary insurance markets.
- Knowledge of capabilities and security of carriers.
- Select insurers most suitable for risk.
- Awareness of specialty carriers.
- Influence with carriers.
- Risk management program design recommendations.

- Provide analysis and comparison of program alternatives.
- Marketing recommendations.
- Develop marketing plan timeline.
- Prepare program specifications and underwriting submissions.
- Collect, maintain and use Agency-wide underwriting data.
- Analyze market quotations and make recommendations.
- Submit summary of quotes to the Agency's Finance Department for selection of coverage and insurer.
- Place coverage.
- Participate in the negotiation of policy renewals for the coverage listed in **Attachment 1**.
- Thoroughly review all existing coverage and make written recommendations to the Agency regarding any changes in coverage based on such things as unintentional self-insurance, gaps in coverage, overlapping coverage, restrictive limits, governmental industry trends and projections and cost of coverage.
- Identify carriers who could provide the coverage and program desired.
- Develop underwriting submission and present final draft of market submissions to the Agency's Chief Financial Officer for approval prior to marketing the program.
- Solicit and evaluate quotes for insurance.
- Make introductions to underwriters and involve the Agency in negotiations on price and coverage, where appropriate.
- Facilitate negotiations with insurance carriers who submit the most favorable quotes to maximize the Agency's coverage and to minimize its costs. Respondent shall maintain complete records of the quote solicitation process and shall provide copies of such records to the Agency.
- Attend work sessions and/or meetings to discuss recommendations and subsequent insurance negotiations with representatives from the Agency's Finance Department and others as may apply.
- Bind coverage and issue binders of insurance within 24 hours of award.
- Coordinate the premium and billing for this insurance.
- Review policies to verify conformance with specifications.
- Request, implement, and monitor all required coverage changes and provide complete electronic and hard copies of all policies within 90 days of binding.
- Maintain insurance policies and coverage without lapses or duplication.
- Coordinate ongoing insurer services among the parties.

C. Program Administration and Execution

Respondent will issue certificates of insurance and other program documents as required. Respondent will review policies and other coverage documents for accuracy, coverage and completeness and will continue to follow-up with underwriters until all such documents are complete and accurate. Respondent will prepare schedules of insurance per the specification of the Agency. Respondent will process endorsements and other program changes as required or as requested by the Agency. Services in this category include, but are not limited to:

- Check policy wording for accuracy.

- Provide timely preparation and issuance of policy endorsements.
- Prepare and maintain policy register and synopsis.
- Answer coverage questions in a timely manner.
- Answer questions regarding use of insurance clauses in contracts; review insurance clauses in contracts/proposed contracts in a timely manner.
- Conduct annual review meetings.
- Compare invoices to policy quotes.
- Obtain, summarize and maintain loss runs from all insurers.
- Issue certificates of insurance electronically to a requestor within 48 hours. Mail certificates of insurance to the Certificate Holder.
- Attend meetings with Agency personnel throughout the year, as requested, to discuss Agency's risk management program and ideas.
- Suggest and influence insurance carriers toward more cost-effective solutions to loss prevention recommendations.
- Provide assistance in prioritizing loss control activities and goal setting.
- Provide any needed liability risk related safety/loss control services required during the contract period and/or coordinate such services through the insurer.
- Assist the Agency in any coverage disputes with the insurer.
- Be available during regular business hours to answer phone calls/receive emails and field questions with regard to insurance requirements for third party providers and general insurance coverage.
- Monitor exposure changes and amend policies as appropriate.
- Keep the Agency abreast of current and expected market conditions
- Possess the ability to accept ACH and/or Federal wire payments for all payments.
- Possess the ability to accept premium payments on behalf of insurers.

6. ELEMENTS OF PROPOSAL

All proposals shall provide information relating to the elements listed below in sufficient detail to allow MassDevelopment to conduct an informed and fair selection process. A submission, must, at a minimum, include the following elements in an understandable and well-organized manner and in the order as presented below.

- **Executive Summary** – Preface the proposal with an Executive Summary of two (2) pages or less giving a concise summation of the proposal. The summary should identify the firm, provide the name of the principal contact, and be signed by an officer of the firm.
- **Firm, Service Office Qualifications**
 - a. Provide information regarding the history and organization of your firm. Include your main businesses, number of employees and number of offices and locations in Massachusetts. If this data is already included in your Executive Summary, please indicate this and refer to that section.
 - b. Please identify the firm's personnel who would be available to advise and assist the Agency in analyzing its insurance needs; describe their relevant backgrounds and

experiences; indicate personnel's office location and contact information; and attach their resumes.

- c. Please describe any public or quasi-public entity clients that are similar to the Agency. Please provide names and contact information for at least three clients MassDevelopment could contact for a reference.
- **Service Approach** – The Agency expects its broker to assist in the review and ongoing development of its risk program and have access to and influence with insurers that are most appropriate for the Agency's needs. Indicate how you would approach this account, provide the services requested in Section 5 above and present your ideas for enhancing the current program by responding to the following:
 - a. What approach would your firm take to ensure a timely renewal process? Describe any unique advantages that would enhance this process. What is the volume of November 1 renewals for commercial and property lines?
 - b. What approach would your firm take to assist the Agency in developing insurance specifications and submissions considering its variety of risks and approach to management/administration?
 - c. How do you determine when it is appropriate to involve the insured in negotiations with underwriters? What role would you like the Agency to play in this process?
 - d. Indicate principal insurance carriers used by your company and estimated annual premium volume written with each.
 - e. Does your firm currently have license to provide coverage with the carriers currently underwriting the Agency? Indicate additional markets your firm would recommend for insurance coverage, why? What approach would you take to assure that the Agency has broad coverage at a fair price with sound insurers?
 - f. What are underwriters' greatest concerns with regard to insuring quasi-public agencies?
 - g. Describe how markets are generally accessed in your firm, to what extent industry specialties exist within your firm, and how industry specialties (if any) work in practice.
 - h. Provide information on your firm' approach to monitoring the financial and managerial strength of the Agency's existing and potential carriers. What would be your plans to inform the Agency of the solvency/stability of the insurers on the account?
 - i. What are your administrative systems for providing certificates of insurance?
 - j. Describe any loss prevention, loss control and other technical services that would be available to the Agency.
 - k. How does your firm track new or evolving issues concerning insurance forms or legal decisions that may affect the Agency's operations?
 - l. The selected broker shall be required to prepare an annual Stewardship Report for the Agency. At a minimum the report should include: 1) retrospective insurance summary of the Agency's coverage; 2) prospective summary of the insurance market conditions; 3) noteworthy account/broker accomplishments; 4) objectives and goals for the forthcoming year. If available, please attach a copy of a similar type report prepared by your firm for a client. If the report is not available or cannot be released,

please provide specific details with regard to the types of information that it will contain.

- **Specialized Experience**
 - a. Describe the resources your firm has for quasi-public agency clients.
 - b. Describe any other benefits and services that uniquely distinguish the capabilities of your firm.
 - c. Describe your experiences/expertise in implementing Owner Controlled Insurance Programs (OCIP) and the percentage of your clients that utilize OCIPs.
 - d. Describe any additional services that your firm can offer the Agency that will benefit and enhance its current operations.
 - e. What sets your firm above all others?
 - f. Any other information that might be useful for the Agency to know about your firm.
- **Compensation** – All pricing proposals must be complete and inclusive of all services included in this RFP. Your proposed fee must be supported with sufficient information to allow the Agency to evaluate whether the annual cost is reasonable and determine how it compares to other proposals.
- **Respondent shall also:**
 - a. Indicate services to be included in the base fee.
 - b. Indicate any discretionary services outlined in respondent’s proposal that are not included in the base fee. Please list the additional fees for those services.
 - c. Indicate the method for determining the cost of any additional or supplemental service.
 - d. Address alternative methods of payment and/or cash flow arrangements that respondent would consider appropriate.
- Diverse Business Enterprise (DBE) Participation Schedule **and Narrative** (See **Attachment 3**).
- Insurance – please provide a certificate of insurance setting forth the respondent’s current insurance coverage including limits, deductibles, and a statement declaring the respondent’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 include \$500,000 accident and \$500,000 disease;
- d. Insurance Agents/Brokers Errors and Omissions insurance with a minimum limit of \$5 million per claim.

Massachusetts Development Finance Agency, its successors and/or assigns, as their interests may appear, shall be named additional insured under the General Liability and Auto Liability policies.

If the respondent believes the above insurance requirements are excessive or onerous, respondent may propose alternate coverages with a discussion of how those coverages address the risks.

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.

- Brokerage Services
Scope of services, quality and completeness of response. Any "value added services" available that were not requested in original requirements. This also includes perceived service levels.
- Program Concept
Respondent's demonstrated understanding of the Agency's program industry challenges, coverage and markets.
- Experience
Experience with public or quasi-public entities.
- Compensation
Costs quoted by the competing firms to provide desired services as described in **Section 6.**
- References
Past performance and references
- Whether the respondent is a diverse business enterprise as defined in Section 4.

Determination of the successful respondent(s) will be made using a best value determination with the goal of making an award to the respondent who is responsible, possesses the management, financial and technical capabilities necessary to fulfill the requirements of the contract, whose proposal conforms to the RFP's requirements stated herein, and who is 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. ***The Diverse Business Participation Schedule and Narrative is an important component of the evaluation of proposals.***

MassDevelopment has determined that it is in the public interest, for purposes of this procurement, that evaluation factors relating to the respondent's proposal are more important than the proposed price. Therefore, MassDevelopment may select a respondent who offers a price higher than the lowest price among the responsible, eligible and qualified respondents if it is determined that the additional technical merit offered is worth the additional price in relation to the other proposals received. For evaluation purposes, if the proposals received are determined to be technically comparable, then the proposed price becomes more important.

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 will be no public opening of proposals submitted under this RFP. An internal selection committee will be convened to 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 reserves the right 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 reserves the right to waive any of the formal requirements of this RFP, 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 as it deems in its best interest.

The respondent(s) selected will begin to perform services, as needed by MassDevelopment subject to execution of a contract substantially in the form attached as **Attachment 3** 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 will 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 deems to be in its best interest.

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

- b. 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 RFP and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.
- c. Potential respondents are hereby notified that issuance of this RFP and receipt of proposals does not assure that a respondent will be selected.
- d. MassDevelopment is not liable for any costs incurred by a respondent in the preparation and production of a proposal or for any work performed prior to contract execution.
- e. 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.

- f. A proposal may be modified or withdrawn by a respondent prior 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.
- g. Any proposal submitted in response to this RFP that is not modified or withdrawn as specified in Section 9 (f) above, shall be considered a firm offer and shall remain effective unconditionally for ninety (90) days.
- h. 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.
- i. 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.
- j. 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).
- k. Unless otherwise specified in the response to the RFP, the quoted price includes all overhead, insurance, taxes, fees, and licenses applicable to the delivery or services set forth in the proposal.
- l. Respondents are further advised that upon signing a contract, the selected respondent 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.

- m. 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.

- n. 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.
- o. 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.
- p. 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.
- q. 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 – Policy Schedule

Attachment 2 – MassDevelopment's Diverse Business Participation Program Guidelines

Attachment 3 – Form Contract

[Attachment 1 – Policy Schedule]



Entity	Coverage	Carrier	Insured Limits General Aggregate	Insured Limits per Occurrences	General Deductible	Start Date	End Date
1 MassDevelopment	Property	C.N.A.	N/A	Total Insured Values \$121,232,034	\$10,000	11/1/2021	10/31/2022
2 MassDevelopment	General Liability	Chubb	\$4,000,000	\$2,000,000	\$25,000	11/1/2021	10/31/2022
3 MassDevelopment	Umbrella - Special Excess Liability	Lexington	\$5,000,000	\$5,000,000	N/A	11/1/2021	10/31/2022
4 MassDevelopment	Excess Special Excess Liability	Upland Specialty	\$2,000,000	\$2,000,000	N/A	11/1/2021	10/31/2022
5 MassDevelopment	Excess Liability - Additional (new in FY22)	AWAC (Allied World Insurance Co.)	\$8,000,000	\$8,000,000	N/A	11/1/2021	10/31/2022
6 MassDevelopment	Hull and P&I insurance for two workboats (Devens)	Starr Indemnity & Liability Co.	N/A	\$1,000,000	\$5,000	11/1/2021	10/31/2022
7 MassDevelopment	Automobile (ACORD 127)	Travelers Indemnity Co.	N/A	\$2,000,000	N/A	11/1/2021	10/31/2022
8 MassDevelopment	General Liability/Commercial - 1 Ferncroft & 100 Middle Street Lowell (ACORD 125 & 126). Reimbursement so nets out on our financials.	Evanston	\$2,000,000	\$1,000,000	N/A	11/1/2021	10/31/2022
9 MassDevelopment	Workers Compensation (ACORD 130 & 133)	Berkshire Hathaway GUARD	Statutory Limits	Employers Liability \$500,000/\$500,000/\$500,000	N/A	11/1/2021	2/5/2022
10 MassDevelopment	Workers Compensation (ACORD 130 & 133)	Amtrust	Statutory Limits	Employers Liability \$500,000/\$500,000/\$500,000	N/A	2/5/2022	2/5/2023
11 MassDevelopment	Workers Compensation - 111f Firefighters Policy - not part of Risk Strategies package	Gowry Group					
12 MassDevelopment	Aviation Group Operations Liability Insurance (Non-owned UAS Drone insurance)	Global Aerospace (through Transport Risk Management Inc.) Policy renewed until 5/2/22.	N/A	\$5,000,000	N/A	11/1/2021	10/31/2022
13 MassDevelopment	Fall River and New Bedford Piers Marine Terminal Operators Liability	Starr Indemnity & Liability Co.	N/A	\$1,000,000	\$5,000 Except \$25,000 for Pollution Claims	3/22/2021	3/22/2022
14 MassDevelopment	Fall River and New Bedford Piers Excess Marine Liability	Starr Indemnity & Liability Co.	N/A	\$2,500,000 part of \$5,000,000	N/A	3/22/2021	3/22/2022
15 MassDevelopment	Fall River and New Bedford Piers Excess Marine Liability	Liberty Mutual Insurance Co.	N/A	\$2,500,000 part of \$5,000,000	N/A	3/22/2021	3/22/2022
16 Cape Ann & Jodrey Stae Pier in Gloucester	Property - 1, 2, 3 State Fish Pier	C.N.A.	N/A	Total Insured Values \$14,101,279	\$10,000	11/1/2021	10/31/2022

	Entity	Coverage	Carrier	Insured Limits General Aggregate	Insured Limits per Occurrences	General Deductible	Start Date	End Date
17	Cape Ann & Jodrey State Pier in Gloucester	General Liability (ACORD 125 & 126) - 1, 2, 3 State Fish Pier	Evanston Insurance	\$2,000,000	\$1,000,000	N/A	11/1/2021	10/31/2022
18	Cape Ann & Jodrey State Pier in Gloucester	Excess Liability (ACORD 131) - 1,2, 3 State Pier	Evanston Insurance	\$4,000,000	\$4,000,000	N/A	11/1/2021	10/31/2022
19	Jodrey State Pier in Gloucester	Marine Terminal Operators Liability	Starr Indemnity & Liability Co.	N/A	\$1,000,000	\$7,500 except \$25,000 for Pollution Claims	11/1/2021	10/31/2022
20	Jodrey State Pier in Gloucester	Excess Marine Liability	Starr Indemnity & Liability Co. (50%)	N/A	\$2,500,000 part of \$5,000,000	N/A	11/1/2021	10/31/2022
21	Jodrey State Pier in Gloucester	Excess Marine Liability	North American Specialty Insurance Co. (50%)	N/A	\$2,000,000 part of \$5,000,000	N/A	11/1/2021	10/31/2022
22	MassDevelopment	Railroad Protective Liability (MBTA)	Lexington	\$6,000,000	\$2,000,000	N/A	11/1/2021	10/31/2022
23	MassDevelopment	General Liability - City of Springfield School Department	Chubb	\$1,000,000	\$1,000,000	N/A	9/29/2021	9/29/2022
24	MassDevelopment	Mortgage Protection Policy	Zurich	\$7,500,000	\$7,500,000	\$10,000	11/1/2021	10/31/2022
25	MassDevelopment	Lenders Property Reporting	Zurich. Policy is continuous from 11/1/15 until cancelled. Premium is paid as earned for reported properties.	N/A	\$1,000,000	\$5,000	11/1/2015	Continuous until cancelled
26	Cape Ann -Gloucester, MA	National Flood Insurance Policy (NFIP) - 3 State Fish Pier	NFIP (via The Hartford)	N/A	\$500,000	\$1,250	6/29/2021	6/29/2022
27	Jodrey State Pier in Gloucester, MA	National Flood Insurance Policy (NFIP) - 1 State Fish Pier	NFIP (via The Hartford)	N/A	\$500,000	\$1,250	6/29/2021	6/29/2022
28	MassDevelopment	D&O/EPL/Fiduciary Liability (FID) - also includes E&O and Cyber. Separate policy for Prof Liability and Cyber no longer needed.	Evanston/Markel	\$5,000,000	D&O \$5,000,000 Professional Liability \$1,000,000 Fiduciary Liability \$2,000,000 EPL \$5,000,000 Cyber \$1,000,000	D&O \$75,000 Professional Liab. \$250,000 Fiduciary Liability \$10,000 EPL \$250,000 Cyber \$10,000 - \$50,000	11/1/2021	10/31/2022
29	MassDevelopment	Excess D&O and EPL	AIG	\$5,000,000	\$5,000,000	N/A	11/1/2021	10/31/2022
30	MassDevelopment	D&O - ETF (Emerging Technology Fund)	AIG	\$3,000,000	\$3,000,000	\$50,000	11/1/2021	10/31/2022
31	MassDevelopment	Financial Institution Bond & Crime Policy	AIG	N/A	\$5,000,000	\$50,000	11/1/2021	10/31/2022
32	Cape Ann, Gloucester, MA	D&O	AIG	\$1,000,000	\$1,000,000	\$10,000	11/1/2021	10/31/2022
34	Hospital Hill Development LLC	Pollution Liability (Steadfast Insurance Co.)	Policy renews 11/26/2022. \$36,073 over a 5 year period= \$7,215/year	\$5,000,000	\$5,000,000	\$100,000	11/1/2017	11/26/2022
35	Devens	Pollution-Environmental-Legal Liability - Vicksburg Square (Beazley)	3-Year Policy as of 12/17/19 (\$76,154 total)	\$5,000,000	\$5,000,000	\$100,000	12/17/2019	12/17/2022

[Attachment 2 – MassDevelopment’s Diverse Business Participation Program Guidelines]

MassDevelopment strongly encourages the use of Diverse Business Enterprises (as defined in Section 4 of the RFP) 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”) that 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, 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 which 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/sub consultants, 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**. The proposal submission **must 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:

- The strategies the respondent has used to obtain certified MBE, WBE, VBE or SDVBE subcontractors and suppliers,
 - Documented communication with MassDevelopment about Diverse Business Enterprise outreach,
 - 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,
 - 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,
 - Written notifications sent by the respondent to Diverse Business Enterprises encouraging participation in the proposed contract,
 - Efforts the respondent made to identify specific portions of the work that might be performed by Diverse Business Enterprises,
 - A list of names, addresses, and telephone numbers of Diverse Business Enterprises that were contacted,
 - A description of the information provided to targeted Diverse Business Enterprises regarding the particular project, and
 - 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:
- 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,
 - Description as to how the respondent will abide by the monitoring and reporting requirements of the contract,
 - 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
 - Description of the procedures and guidelines for the termination of Diverse Business Enterprises as well as for the identification and selection of substitutes.
4. Respondent will provide an explanation of its efforts to diversify its workforce, management, and ownership in order to make its business a more equitable and inclusive workplace.
5. At the time the contract is executed, respondent shall submit its final DBE Participate Schedule to MassDevelopment. Respondent shall cooperate with MassDevelopment and exercise good faith efforts to seek opportunities for Diverse Business Enterprise participation.

Exhibit A

MassDevelopment's Diverse Business Enterprise (DBE) Participation Schedule
[THIS SCHEDULE AND A NARRATIVE MUST BE RETURNED WITH RESPONDENT'S PROPOSAL]

PART 1: CONSULTANT INFORMATION

Business Name and Address: _____
 Contact Name and Phone Number: _____
 Email Address: _____

Is the Consultant Supplier Diversity Office certified as a DBE?

- Yes No, not a certified DBE

Consultant is a 1) Minority Business Enterprise; 2) Women Business Enterprise; 3) Veteran Business Enterprise; or 4) Service-Disabled Veteran-Owned Business Enterprise (**check the appropriate category (is) below**):

- MBE WBE VBE SDVBE

PART 2: NARRATIVE

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, (4) procedures for the replacement of DBEs if termination is required, and (5) an explanation of efforts to diversify your own staff and leadership and make your business a more equitable and inclusive workplace.

PART 3: CONSULTANT'S DBE SUBCONTRACTORS/SUBCONSULTANTS

Have you sought out DBE Participation at the subcontract/sub consultant level: Yes No N/A

If yes, which methods did you use?

- Solicitation placed in trade publications Written notification
 Assist DBEs in obtaining required bonding or insurance COMMBUYS
 Other: _____

If yes, complete the below list:

<u>Name and Address of Planned Diverse Business Enterprise Subcontractors/ Sub consultants</u>	<u>Circle Appropriate Certification</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: _____



AGREEMENT FOR SERVICES

This Agreement for Services (the "Agreement") is made and entered into as of _____, 20__ (the "Effective Date") by and between MASSACHUSETTS DEVELOPMENT FINANCE AGENCY a body politic and corporate created and established under Chapter 23G of the Massachusetts General Laws, having a principal place of business at 99 High Street, 11th Floor, Boston, Massachusetts 02110 ("MassDevelopment" or the "Agency"), and _____, a Massachusetts _____, having a principal place of business at _____ (the "Vendor").

WITNESSETH THAT

WHEREAS, the Agency desires to retain a Vendor to provide _____ as more fully described herein (the "Services"); and

WHEREAS, the Vendor is qualified and desires to perform the Services for the Agency to meet these needs.

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

1. Scope of Services. The Vendor agrees to perform, at the Vendor's own expense, all the work and furnish all the vehicles, material, equipment and labor necessary and proper to perform the Services during the term of this Agreement, all in accordance with the terms and provisions of this Agreement including the requirements set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein. The Vendor shall perform the work in a proper, thorough and workmanlike manner to the satisfaction of the Agency.

The Agency may request changes, additions or deletions to the Services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation, shall be mutually

agreed upon in writing and incorporated in written amendments to the Agreement.

2. Fees/Payment. The Agency agrees to pay the Vendor the fees upon the completion of the Services, in the amounts and rates set forth in the Scope of Services set forth on Exhibit A. Total fees hereunder shall not exceed

_____ Dollars (\$ _____), which shall include all direct costs, expenses and reimbursable items. There are no allowable price escalators during the Term of this Agreement.

Invoices for services rendered and costs incurred shall be prepared by the Vendor on the Vendor's standard form, as approved by the Agency, and submitted to the Agency. An invoice in proper form shall be paid by the Agency to the Vendor within thirty (30) days of presentation to the Agency.

3. No Assignment. Vendor 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 Vendor 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 Vendor 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 Vendor'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.

4. Agency's Liability. The Agency's liability under this Agreement shall be limited to the

payments due hereunder. In no event shall the Agency be liable for any additional amounts, including without limitation, any indirect, special or consequential damages.

5. Independent Contractor. It is understood and agreed that the Vendor is an independent contractor and that the Vendor shall perform the Services, as defined herein and on Exhibit A. The Vendor shall determine, in the Vendor's sole discretion, the manner and means by which the Services are accomplished, subject to the express condition that the Vendor shall at all times comply with applicable law. The Vendor shall perform the Services in a professional and competent manner. It is expressly understood and agreed that neither the Vendor nor the Vendor'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 Vendor represents that it has, or will secure, at its own expense, all personnel required in performing the Services under the Agreement. The Vendor 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 Vendor 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 Vendor acknowledges and agrees that it shall be the obligation of the Vendor to report to the proper authorities all fees received by the Vendor pursuant to the Agreement, and the Vendor 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 Vendor by the Agency pursuant to the Agreement on account of the Services of the Vendor or the Vendor's employees or agents, if any.

6. Indemnity. The Vendor shall indemnify, defend and hold harmless the Agency and its successors and assigns, and all of its officers, 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 Vendor, its employees, agents or representatives in the performance of the Services under the Agreement.

7. Equal Employment Opportunity. In connection with the execution of the Agreement, the Vendor 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 Vendor agrees to comply with all applicable federal and state statutes prohibiting discrimination in employment including Title VII of the Civil Rights Act 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 Vendor of such statutes regarding the execution of the Agreement is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Vendor 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 Vendor'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 Vendor under the Agreement until the Vendor complies; or (ii) termination or suspension of the Agreement.

8. Compliance with Applicable Law. The Vendor 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.

9. Certifications. By signing the Agreement, the Vendor certifies, under the pains and penalties of perjury, that it is in compliance with, and shall remain in compliance with, all legal requirements governing performance of this

Agreement and the Vendor's authority to transact business in Massachusetts, and that the Vendor:

(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. 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;

(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 Vendor because Vendor does not have any individuals performing services for it within the Commonwealth of Massachusetts to the extent that Vendor 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 of 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;

(8) (i) shall not knowingly use undocumented workers in connection with the performance of the Agreement; (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; and

(9) (i) will check the debarment lists maintained by the Commonwealth of Massachusetts' Division of Capital Asset Management and Maintenance, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General and the Federal Government (the "Debarment Lists") before directly engaging a subcontractor or other contractor and (ii) has not and will not contract directly with a subcontractor or other contractor listed on a Debarment List. The Vendor understands and acknowledges that noncompliance may result in debarment from future MassDevelopment funded projects for a period of one year from the date of written notification of noncompliance. The Commonwealth's Executive Office of Administration and Finance has a webpage with a link to the lists, <http://www.mass.gov/anf/property-mgmt-and-construction/design-and-construction-of-public-bldgs/Contractor-debarment.html>

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

10. Conflict of Interest. The Vendor 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 Vendor 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 Vendor or an employee thereof that is or may result in a violation thereof. The Agency acknowledges that the Vendor 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.

11. Diverse Business Enterprises

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. 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.

Vendor 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, Vendor shall submit a certified Diverse Business Enterprise Participation Schedule, in the form attached hereto as

Exhibit B, to the Agency. The Diverse Business Enterprise Participation Schedule is incorporated by reference into the Agreement.

12. Insurance. The Vendor shall effect and maintain insurance in amounts as set forth below with companies licensed to do 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, \$1,000,000 general aggregate, and \$2,000,000 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) **AND/OR** Umbrella liability in the minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

The Vendor shall furnish the Agency with certificates of insurance showing that the Vendor has complied with this Article prior to entering into the Agreement and naming "Massachusetts Development Finance Agency, its successors and/or assigns, as their interests may appear" as an additional insured which 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.

13. Term/Termination. The Term of this Agreement shall be

Notwithstanding the foregoing, those provisions of this Agreement where equity would require survival shall be deemed to

survive and remain binding upon the parties following the termination of the Agreement.

The Agreement may be terminated by the Agency with written notice to the Vendor in the event of substantial failure by the Vendor 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 Vendor. In the event of termination not the fault of the Vendor, the Vendor shall be paid for all the Services performed and costs incurred up to the effective date of termination for which the Vendor has not been previously paid by the Agency. Upon receipt of notice of termination from the Agency, the Vendor 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 Vendor in the performance of the Agreement, whether completed or in process. Notwithstanding the above, in the event of termination, the Vendor 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 Vendor for the purposes of set-off until such time as the exact amount of damages due to the Agency is determined.

14. Forum and Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any actions arising out of this Agreement shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

15. Notices. 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 therefore, 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 to the parties at the addresses listed in the first paragraph of this Agreement. Each party authorizes the other to rely in connection with their respective rights and obligations under

the Agreement upon approval by a duly authorized officer(s) of each party, the execution by such offices being conclusive evidence of such authority.

16. 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 section of the Agreement, shall operate as a discharge of any such condition, covenant or section, 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

17. 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 shall derogate from or affect the Agency's rights to terminate this Agreement pursuant to Article 15 above.

18. 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.

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

20. 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.

21. 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.

22. Extent of Agreement. The Agreement represents the entire and integrated agreement between the Agency and the Vendor 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.

23. 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.

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

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

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

By: _____
Name:
Title:

Approved as to Form
Agency Counsel

VENDOR

By: _____
Name:
Title:

Federal ID Number

Contract Number:
Contract Amount:

[Signature page of [Legal Document Title]]

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

MassDevelopment's Diverse Business Enterprise (DBE) Participation Schedule

PART 1: VENDOR/CONTRACTOR INFORMATION

Business Name and

Address: _____

Contact Name and Phone

Number: _____

Email

Address: _____

Is Vendor Supplier Diversity Office certified as a DBE:

Yes (**attach** any SDO Certification Letters) No

Vendor is a 1) Minority Business Enterprise; 2) Women Business Enterprise; 3) Veteran Business Enterprise; or 4) Service-Disabled Veteran-Owned Business Enterprise (**check the appropriate category(ies) below**):

MBE WBE VBE SDVBE

PART 2: NARRATIVE

Vendor **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, (4) procedures for the replacement of DBEs if termination is required, and (5) explain efforts to diversify your own staff and leadership and make your business a more equitable and inclusive work place.

**PART 3: VENDOR/CONTRACTOR'S DBE
SUBCONTRACTORS/SUBCONSULTANTS**

Have you sought out DBE Participation at the

subcontract/subconsultant level: Yes No N/A **If yes, which**

methods did you use: Solicitation placed in trade publications Written notification

Assist DBEs in obtaining required bonding or insurance COMMBUYS

Other: _____

If yes, complete the below list:

<u>Name and Address of Planned Diverse Business Enterprise Subcontractors/ Subconsultants</u>	<u>Circle Appropriate Certification</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: _____