



Massachusetts Housing Finance Agency

**One Beacon Street
Boston, MA 02108**

**REQUEST FOR PROPOSAL
FOR**

**Deep Energy Retrofit Phasing Plans for MA Public
Housing Properties**

TABLE OF CONTENTS

Section

- I. STATEMENT OF PURPOSE
- II. BACKGROUND
- III. SCOPE OF WORK
- IV. CONTENT OF PROPOSALS
 - A. Transmittal Letter/Firm Description/Executive Summary
 - B. Experience and Qualifications
 - C. Culture and Values
 - D. References
 - E. Project Plan
 - F. Support
 - G. Adverse Actions
 - H. Conflict of Interest
 - I. Pricing
- V. METHOD OF SELECTION/AWARD
 - A. Contract Award
 - B. Evaluation of Proposals
- VI. SCHEDULE AND INSTRUCTIONS
 - A. Number of Proposals and Due Dates
 - B. Summary Project Timetable
 - C. Single Point of Contact
 - D. Bidder's Conference
- VII. ADDITIONAL PROVISIONS
 - A. Confidentiality
 - B. Non-Discrimination
 - C. Rights of MassHousing
 - D. Use of Respondent's Proposal
 - E. Respondent Proposal Costs

I. STATEMENT OF PURPOSE

MassHousing is requesting proposals pursuant to this Request for Proposals (“RFP”) for a consultant to enter into a one-year contract with the option of one one-year extension for a total of two years. The services for which MassHousing is requesting proposals consist of developing comprehensive phasing plans that outline approaches to undertaking and financing key decarbonization measures at five state-aided housing developments in Massachusetts.

The Commonwealth has embarked on an ambitious journey to achieve net-zero greenhouse gas emissions by 2050, as required by [climate bill S9](#) and [Executive Order 594](#). Decarbonizing the portfolio of state-aided housing developments owned and managed by local housing authorities (LHA) is critical to meet these mandates. To that end, the Executive Office of Housing and Livable Communities (EOHLC) has chosen five properties that have already undergone technical decarbonization feasibility studies to be preliminary examples for the purposes of this RFP.

This RFP seeks to identify a qualified consultant or consultant team to carry out the tasks outlined in Section III (Scope of Work).

These tasks include:

1. Develop phasing plans that outline the approach to undertaking and financing Deep Energy Retrofits (DER)¹ for the five chosen public housing properties. These plans will include at least two options for phasing the full scope of work and can include Zero Over Time (ZOT)² approaches.
2. Prepare a portfolio level view of strategies proposed in individual property phasing plans that could be replicated and applied across some or all of the full portfolio of state-aided public housing, including estimates related to total costs and timing.
3. Propose policy changes to LHAs, EOHLC and MassHousing that address current challenges and would make these five developments as well as future publicly owned affordable housing DER projects easier and more sustainable.
4. Synthesize deliverables in a final report, and present findings to stakeholders.

The DER Phasing Plans shall:

- Enable impactful DERs which bring improved indoor living conditions, climate resilience, ambitious greenhouse gas (GHG) reductions, and energy savings at the listed developments in the shortest period possible;

¹ For the purposes of this Request for Proposals, a Deep Energy Retrofit (DER) is defined as a scope of work that combines envelope improvements, energy efficiency measures, systems upgrades, and/or the incorporation of on-site renewable energy generation to successfully reduce energy consumption by at least 50% below a baseline established prior to any alterations being made.

²For the purposes of this RFP, Enterprise Green Communities explains, “A *Zero-Over-Time (ZOT)* Plan, based on an [ASHRAE](#) Level 2 Energy Audit, serves as a detailed roadmap to transition affordable housing properties to zero-carbon emissions... a Zero-Over-Time Plan can range from 5-20 years and should be developed in close coordination with the developer, development team and energy raters / auditors to ensure it matches the timeline for system replacement and major capital improvements.”

- Outline a range of realistic funding paths towards decarbonization, with some that can be replicated across the state’s housing portfolio; and
- Preserve permanent affordability at the example housing developments.

MassHousing intends to select a single respondent or respondent team to perform the requested scope of work. MassHousing may, however, select more than one respondent if, after reviewing responses, MassHousing determines that no single respondent can effectively provide the full scope of Program services due to considerations of geography, organizational capacity, or other considerations.

II. BACKGROUND

MassHousing is a self-supporting, independent state agency established in 1966 to provide mortgage financing and related services for affordable housing in Massachusetts. The agency raises capital through the issuance of taxable and tax-exempt bonds and is structured around six main business lines: Rental Business Development, Rental Underwriting, Rental Management, Home Ownership Lending, Home Ownership Production, and Home Ownership Servicing & Operations. Support functions include legal, IT, and finance.

Key Business Areas

- **Rental Management** oversees multifamily portfolios, ensuring regulatory and subsidy compliance, and provides contract administration services, including for HUD.
- **Home Ownership Servicing & Operations** manages a portfolio of loans for first-time and qualified homebuyers originated through MassHousing’s network of lenders.
- **Mortgage Insurance Fund (MIF)** serves as a primary mortgage insurer for MassHousing loans and is recognized by Fannie Mae, Freddie Mac, and local financial institutions.
- **Massachusetts Community Climate Bank (MCCB)** supports decarbonization in the residential housing sector, focusing on low- and moderate-income multifamily and single-family properties.

For more, visit www.MassHousing.com or MassClimateBank.com. Key financial documents and reports are available on the [MassHousing Investor Page](#).

III. SCOPE OF WORK

The successful respondent will ultimately provide comprehensive phasing plans for each property that outline the approach to undertaking and financing Deep Energy Retrofits at the identified properties.

In addition, please note:

- Ongoing permanent affordability at each development is required in all scenarios.

- The phasing plans can use any combination of existing funding sources including but not limited to federal and state grants, loans, tax credits, MassSave incentives, green bonds, operating revenue, and energy performance contracting.
- Electrification is a core DER goal which can be achieved in phases.
- While accounting for embodied carbon is not a requirement of this RFP, the selected consultant will be expected to consider opportunities for preservation and reuse of existing materials in order to limit new embodied carbon emissions.
- It is expected that each DER scope will include improvements to (or the addition of) ventilation systems to ensure appropriate indoor air quality.

TASKS:

1. Meet with the DER Phasing Plan project team on a regular basis, schedule TBD.
2. Propose a schedule for delivering at least two phasing plans for all properties, subject to MassHousing approval.
3. Review the existing decarbonization studies.
 - a. Consult the respective LHAs and the design consultants who produced initial decarbonization feasibility studies,
 - b. Consult with MassHousing and EOHLC regarding any potential need for updated studies or analysis necessary to complete scope of work.
4. Create phasing plans for each of the five identified state-owned public housing developments.
 - a. Propose a standardized format for phasing plan subject to MassHousing's review and approval. The form of phasing plan will include:
 - i. Scope: A detailed list of all scope items necessary to achieve decarbonization of each property according to DER standards;
 - ii. Cost Estimates: Estimated costs for each scope item, along with applicable cost escalators and assumptions.
 - iii. Phasing Logic: Identify interdependencies among scope items (*e.g., plumbing line replacements necessitating in-unit fixture upgrades or roof upgrades required prior to solar installation*). Clearly distinguish between components that must be completed concurrently and those that can be phased independently.
 - iv. Schedule: Provide estimated timelines for the completion of each scope item including sequencing considerations;
 - v. Resident Impact: Estimate the level of resident disruption or relocation needs associated with scope items, including duration and extent of impact;
 - vi. Funding Strategy: Identify potential funding sources for each phase noting any potential conflicts, tradeoffs, or timing concerns when layering multiple funding sources;

- vii. Performance metrics: Provide estimates of energy savings, operating cost reductions, GHG reductions and improvements in Energy Use Intensity (EUI).
 - b. Submit at least two phasing plans for all properties, including a ZOT approach if relevant.
 - c. For each property, provide a summary of the relative merits and drawbacks of each approach, to be developed with feedback from MassHousing.
 - d. Assess the feasibility of a consolidated financing package solution incorporating all five developments.
5. Prepare a portfolio level view of strategies proposed in individual property phasing plans that could be replicated and applied across some or all of the full portfolio of state-aided public housing, including estimates related to total costs and timing.
 6. Propose policy changes to LHAs, EOHLC and MassHousing that address current challenges and would make these five projects as well as future publicly owned affordable housing DER projects easier and more sustainable.
 7. Synthesize deliverables noted above in 4(b), 4(c), 4(d), 5, and 6 in a final report, and present findings to stakeholders.

IV. CONTENT OF PROPOSALS

This RFP is designed to elicit all information considered essential to evaluating each proposal. There is no intent to limit the content of the proposals. Respondents may include such additional information as may be appropriate, or offer alternate solutions, but should not exclude any information requested in this RFP.

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

All proposals should contain the following information:

A. Transmittal Letter/Firm Description/Executive Summary

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

MassHousing is an equal opportunity employer and seeks to provide procurement, contracting and employment opportunities for all. It is MassHousing's mission to confront the housing challenges facing the Commonwealth to improve the lives of its people. The Commonwealth faces an unprecedented challenge in housing supply and seeks to expand the affordable housing delivery system. We encourage responses from entities which describe strategies to actively promote and recruit vendors, workers, and contractors that have not previously had access to such opportunities. Responses that describe the benefits of direct, specific, and measurable access to employment and contracting opportunities created by the proposed project will be favorably reviewed.

B. Experience and Qualifications

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

C. Culture and Values

Please provide the following information about your organization's culture and values.

Your Company

1. Describe your own organization's activities that reflect your commitment to equal opportunity and fairness, and the impact, if any, it has on your organization's competitive position.
2. Provide a summary of your organization's leadership and governance structure, including how your leadership team and board composition reflect or support the broader goals of your organization.
3. Describe how your employees engage in volunteerism, community service, or charitable efforts. Include any organizational support or recognition for such involvement.
4. Share any partnerships or collaborations your organization maintains with local businesses, local nonprofits, public agencies, or community-based organizations aligned with housing, economic development, or social impact.
5. Outline any sustainability or environmental stewardship policies your organization follows (e.g., energy-efficient practices, green construction, environmental certifications).
6. Highlight any measurable impacts your organization has had in promoting positive social or community outcomes, including client feedback, external recognitions, or internal reporting processes.

Your Vendors/Consultants/Suppliers

1. Describe any strategies you employ to expand the number and/or variety of vendors you utilize in your own business.

2. Provide a breakdown of your ten largest categories of vendor, consultant, or supplier purchases over the past three years. For each category, include:
 - Total dollar amount or percentage of spend
 - Percentage of vendors that represent first-time engagements

Example:

Category	Total \$ / % Spend	% First-Time Engagements
Example	\$500,000 / 15%	40%

3. Identify any spending goals, new partnerships, underutilized and/or underrepresented vendors or procurement strategies your organization is pursuing to increase opportunities for new or underutilized vendors, consultants, or suppliers.

D. References

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

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

E. Project Plan

Provide a step-by-step project plan for performing and completing the solicited services as described in our SOW. Your Project Plan should include:

1. Key personnel and their roles in providing the service.
2. Your general approach and methodology in providing the services. You may provide suggestions or alternatives to any approach described in Attachment A as long you also respond to the described approach.
3. Details about project phases, including a list of deliverables, sign-off points, timelines, milestones, software components (if any), subcontractors, and training.
4. Expectations of MassHousing's staff to assist with the process.

F. Support

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

G. Adverse Actions

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

H. Conflicts of Interest

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

I. Pricing

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

V. METHOD OF SELECTION/AWARD

A. Contract Award

Contract will be awarded to the respondent whose proposal is determined to be the most advantageous to MassHousing, in its sole discretion, taking into account price and other evaluation criteria as set forth in this RFP.

MassHousing reserves the right to negotiate the terms of the contract(s), including the contract amount(s), with the selected respondent prior to entering into a contract. The contents of the respondent's proposal and this RFP, and any amendments thereto, shall become contractual obligations if an engagement of services ensues. Contract selections should be distinguished from a contract award. Contracts will not be considered awarded until negotiation of terms is final. Failure of a successful respondent to accept these obligations in contractual agreement may result in cancellation of a respondent's selection. If contract negotiations cannot be concluded successfully with any selected respondent(s), MassHousing may, in its sole discretion, negotiate a contract with the next ranked respondent.

One or more contracts may be awarded as a result of proposals submitted in response to this RFP. MassHousing reserves the right to award contracts for individual deliverables if that is advantageous to MassHousing. By submitting a proposal pursuant to this RFP, the selected respondent agrees to enter into an agreement with MassHousing in substantially the same form as MassHousing's Standard Services Agreement attached hereto as Attachment B.

B. Evaluation of Proposals

Proposals submitted in accordance with this RFP will be evaluated by a selection committee composed of MassHousing & EOHLC staff. All respondents will be notified of the outcome of the review of their proposal. Proposals will be evaluated pursuant to the following criteria:

- Responsiveness to requirements of RFP
- Financial and organizational stability of respondent
- Understanding of proposed scope of services and approach in addressing MassHousing's specific needs and objectives
- Quality and timeliness of proposed work plan
- Technical capabilities (in terms of personnel, equipment, and materials) and management plan (including staffing of key positions, method of assigning work, and procedures for maintaining level of service
- Alignment of Culture and Values
- Demonstrated experience and qualifications of respondent and respondent's staff assigned to perform the solicited services
- Ability to provide a cost-effective solution to meet the needs of MassHousing; and
- Demonstrated successful past performance based on references.

VI. SCHEDULE AND INSTRUCTIONS

A. Proposals and Due Dates

All proposals must be submitted electronically by **5:00 PM Eastern Time on Friday, January 16th, 2026**.

Please email your response to mccbrfpsubmissions@masshousing.com

Late submissions may, at MassHousing's discretion, be rejected. **Please note that hard copy submissions will not be accepted and will be destroyed without review.**

B. Summary Project Timetable

Following initial review of the proposals, MassHousing will identify those respondents it elects to interview. Interviews will be scheduled within the two (2) weeks after the response deadline

and MassHousing will attempt to provide respondent's with at least one week's notice before scheduling an interview.

The anticipated timetable for the evaluation process and subsequent project activities are summarized below:

<u>Date</u>	<u>Task</u>
November 12 th 2025	Distribute RFP
December 3 rd 2025	All Questions on RFP Due to mccbrfpsubmissions@masshousing.com email by 5:00pm
December 12 th 2025	Answers to pertinent questions will be posted by 5:00pm on MassHousing's RFP webpage.
December 15 th 2025	RFP Response Period Begins
January 16 th 2026	RFP Response Deadline
January 23 rd 2026	RFP Evaluation and Selection of Candidates for Further Review
January 30 th 2026	Complete Follow-up and Reference Calls
February 12 th 2026	Final Selection

This anticipated timetable is for reference purposes only and is subject to change at MassHousing's sole discretion. A copy of this RFP, as well as any addenda thereto, will be posted on www.masshousing.com/rfp. Schedule changes and/or other RFP revisions, including date, time, and place changes, if any, will be posted on the website on a weekly basis. In addition, after the RFP Response Deadline, changes may be sent directly to Respondents at the contact information provided.

C. Single Point of Contact

All inquiries, communications, and requests for clarification regarding this Request for Proposals (RFP) must be submitted via email only to mccbrfpsubmissions@masshousing.com

In order to maintain a fair and impartial competitive process, MassHousing will only answer questions or comments regarding the RFP that are submitted in accordance with the terms of this

section. MassHousing will determine, in its sole discretion, whether any inquiry requires a formal response which, if required, may take the form of an addendum to this RFP. Respondents who initiate private communications with other MassHousing personnel regarding material issues involving this RFP may be disqualified.

VII. ADDITIONAL PROVISIONS

A. Confidentiality

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

B. Non-Discrimination

In connection with the performance of work under this contract, the respondent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, marital status, familial status, sexual orientation, gender identity or expression, pregnancy, genetic information, veteran status, alienage or citizenship status, ancestry, national origin, or any other characteristic protected by applicable federal, state, or local laws. This

provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The respondent further agrees to take all action necessary to ensure equal employment opportunities in compliance with applicable federal, state, and local law. The respondent agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

C. Rights of MassHousing

MassHousing is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of MassHousing and not because of any legal requirement to do so. MassHousing accordingly reserves the right to accept any proposal; to withdraw or cancel this RFP; to modify or amend, with the consent of the proponent, any proposal prior to acceptance; to reject any or all proposals or waive any informality and otherwise to affect any agreement that MassHousing in its sole judgment, deems to be in its best interest.

D. Use of Respondent Proposal

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

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

E. Respondent Proposal Costs

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

Attachment A – Contract for Services
Contract for Services

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

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

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

1. **Employment of Contractor.** MassHousing agrees to engage Contractor to perform the services described in this Contract, and Contractor agrees to perform the services described in this Contract for MassHousing.
2. **Area & Scope Covered.** Contractor shall do, perform, and carry out, in a satisfactory and proper manner, various assignments relating to the matters identified in the Scope of Work described in Attachment A to this Contract and relating to such additional matters on which Contractor and MassHousing may agree. Contractor shall receive assignments primarily from the following MassHousing contact: **NAME, TITLE**. Contractor shall furnish all equipment necessary to perform the services specified in this Contract. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of MassHousing.
3. **Personnel & Status of Contractor.**
 - a. Contractor represents that it is an independent contractor and has, or will secure at its own expense, all personnel required in performing the services under this Contract. The use of subcontractors by Contractor requires the prior written approval of MassHousing.
 - b. Contractor shall complete the services required under this Contract according to its own lawful means and methods of work, which shall be in the exclusive charge and control of Contractor. Contractor shall be entirely and solely responsible for its acts and the acts of any individuals it employs or vendors with which it subcontracts while engaged in the performance of services under this Contract. The parties further hereby acknowledge that Contractor's employees and subcontractors (if permitted by MassHousing) shall not be deemed to be employees of MassHousing due to this Contract or the actions of such employees and subcontractors in furtherance of it.
 - c. Contractor shall have no right to bind MassHousing, transact any business in MassHousing's name or on MassHousing's behalf, or make any promises or representations on behalf of MassHousing, unless MassHousing authorizes Contractor to do so explicitly in connection with a particular matter. Neither Contractor nor its employees or subcontractors are to be considered agents or employees of MassHousing for federal tax or other purposes, and neither

Contractor nor its employees or subcontractors are entitled to any of the benefits that MassHousing provides for its employees.

- d. All services required under this Contract will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be authorized under state and local law to perform such services.
 - e. It is understood that MassHousing does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services with other companies while it is under contract with the MassHousing, subject to the restrictions imposed by the Conflict of Interest Law, Massachusetts General Laws, c. 268A, §1 et seq., if any. (See Section 13 of this Contract.)
4. **Time of Performance; Term of Contract.** The services of Contractor are to commence as soon as practicable after the execution of this Contract. All projects assigned shall be undertaken and completed in such sequence as specified by MassHousing and in such manner to ensure their efficient completion. This Contract shall terminate on [REDACTED] unless extended by written agreement of the parties.
5. **Compensation.**
- a. Contractor will be compensated for its services in accordance with the Compensation Schedule attached hereto as [Attachment B](#) and Contractor agrees to perform all of the services under this Contract for an amount not to exceed \$ [REDACTED] [the amount set forth on [Attachment B](#)]. If, in the course of performing the work, Contractor determines that charges for the services required under this Contract will exceed such cost limitation, it shall promptly notify MassHousing. Contractor shall perform no work in excess of the cost limitation set forth in this Contract absent written authorization from MassHousing to proceed with such work.
 - b. Compensation shall be payable upon the submission of a payment voucher describing the services rendered and, if applicable, certifying to the hours worked, subject to the approval of MassHousing. Amounts paid pursuant to such vouchers shall constitute full and complete compensation and reimbursement for Contractor's services under this Contract.
 - c. In addition to any other right and remedy, MassHousing may deduct from any amount due or to become due to Contractor any amount necessary to ensure completion of a specific project or any amount necessary to protect the MassHousing, in MassHousing's reasonable opinion, from loss caused by Contractor's breach of this Contract.
6. **Non-Discrimination.** There shall be no discrimination against an employee who is employed in the work covered by this Contract, or against any applicants for such employment, because of age, race, religion, color, disability, sex, marital status, familial status, sexual orientation, gender identity or expression, pregnancy, genetic information,

veteran status, alienage or citizenship status, ancestry, national origin, or any other characteristic protected by applicable federal, state, or local laws. This provision includes, but is not limited to, recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment. Contractor shall insert a similar provision in all subcontracts for services covered by this Contract.

7. Information Security Program.

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

8. Findings & Other Work Product Confidential.

- a. Contractor shall consider as confidential (1) any proprietary information of MassHousing, whether in tangible or intangible form, whether disclosed or obtained by Contractor orally, in writing, or in graphic or machine-readable form, and whether or not it is designated as confidential; and (2) any nonpublic personal information, consumer reports, or other information pertaining to individuals, protected by MassHousing's information security program or federal or state law (collectively, "Confidential Information").
- b. Any Confidential Information prepared or assembled by Contractor under this Contract is to be held in strict confidence and shall not be made available to any third party by Contractor or any of its employees without prior express written consent of MassHousing.
- c. Contractor shall use MassHousing's Confidential Information solely in performing this Contract, unless MassHousing provides express written consent authorizing use of such Confidential Information for other purposes and shall use such Confidential Information only during the term for which Contractor is to perform this Contract.
- d. Confidential Information shall continue to remain the sole property of MassHousing even after completion of this Contract and shall be held in the strictest confidence by Contractor. Confidential Information furnished in tangible form shall not be duplicated by Contractor except for purposes of this Contract. Contractor agrees to return to MassHousing any Confidential Information in tangible form (including copies thereof) within ten (10) days of request by MassHousing or within ten (10) days of termination of this Contract by Contractor, whichever is sooner, or to certify that such Confidential Information has been destroyed.
- e. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of Contractor.
- f. All records, reports, worksheets, work products and other materials that may be result from this Contract shall be the exclusive property of MassHousing unless otherwise agreed to by MassHousing.
- g. All confidential information of the Contractor, as defined in the following sentence, shall be kept confidential by MassHousing and shall not, without the Contractor's prior written consent, be disclosed by MassHousing or its representatives, in any manner whatsoever, in whole or in part, except to the extent that MassHousing becomes legally compelled to disclose any of the confidential information, including but not limited to in response to a request under the Massachusetts Public Records Law, M.G.L. Chapter 66, § 10. Contractor's confidential information shall include (1) any proprietary information of the Contractor, whether in tangible or intangible form, whether disclosed or obtained by MassHousing orally, in writing, or in graphic or machine-readable form, and

whether or not it is designated as confidential; and (2) any nonpublic personal information, consumer reports, or other information pertaining to individuals, protected by federal or state law.

- h. Contractor acknowledges that as a body politic and corporate, constituting a public instrumentality of The Commonwealth of Massachusetts, MassHousing is required to maintain records in accordance with the Massachusetts Statewide Records Retention Schedule promulgated under the provisions of M.G.L. c. 30, § 42 and c. 66, §§ 1, 8 and 9 and public records as defined in M.G.L. c 4. § 7 and its related regulations.

9. **Termination of Contract.**

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

10. **Changes.** MassHousing may, from time to time, require changes in the scope of services of Contractor to be performed under this Contract. Such changes, including any increase or decrease in the amount of Contractor's services and compensation, shall be incorporated in written amendments to this Contract and Contractor's compensation shall be modified as mutually agreed upon by Contractor and MassHousing.

11. **Interest of Members of MassHousing & Others.** No officer, member or employee of MassHousing and no member of its governing body and no other public official of the governing body of the locality or localities in which this Contract is situated or being carried out who exercises any functions or responsibilities in the review or approval of

the undertaking or carrying out of this Contract, shall (a) participate in any decision relating to this Contract that affects its personal interest or the interest of any corporation, partnership, or association in which it is directly or indirectly interested; or (b) have any interest, direct or indirect in this Contract or the proceeds thereof.

12. **Interest of Contractor.** Contractor may be considered a state employee or special state employee under the terms of the Conflict of Interest Statute, M.G.L. Chapter 268A, § 1 et seq., and will take all necessary action, in connection with the provision of services under this Contract, to avoid any conflict of interest as defined by such statute and applicable rules governing Contractor's professional responsibilities. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
13. **Assignability.** Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of MassHousing.
14. **Indemnity.** Contractor shall be entirely and solely responsible for its actions and the actions of its employees and subcontractors while providing services under this Contract. Contractor agrees to indemnify and hold harmless MassHousing against all claims, demands, suits, awards, and judgments, made or recovered by any persons or agencies due to the negligent actions of Contractor or its employees or subcontractors during the rendering of services under this Contract, including any actions that may constitute a violation of federal or state law governing the use of protected information or a failure to comply with the MassHousing's information security program. Notwithstanding the above, Contractor shall not be responsible for damages caused by the negligent actions of MassHousing, its employees or subcontractors.
15. **Insurance.** Contractor agrees to maintain professional liability insurance coverage for negligent acts, errors and omissions in an amount, as reasonably determined by MassHousing, sufficient to support Contractor's obligations to indemnify MassHousing as set forth in Section 14 above. In addition, Contractor shall maintain such insurance as will fully protect Contractor and MassHousing from any and all claims under any workers' compensation act or employers' liability law, and from any and all other claims of whatsoever kind or nature for the damage to property or any personal property or personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Contract, either by Contractor and its employees, by any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Contractor further agrees to maintain such automobile liability insurance as will fully protect Contractor and MassHousing for bodily injury and property damage claims arising out of the ownership, maintenance, or use of owned, hired, or non-owned vehicles used by Contractor or its employees or subcontractors, while providing services under this Contract.
16. **Additional Contract Terms.**

- a. Entire Contract. This Contract constitutes the entire Contract between the parties relating to the subject matter hereof, and all prior negotiations, representations, contracts, and understandings are superseded hereby. In the event of any conflict between the provisions of this Contract and any attachments, addenda, amendments or exhibits hereto, the provisions of this Contract shall prevail.
- b. Governing Law. This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- c. Amendments. No contracts amending, altering, supplementing, or waiving any of the provisions of this Contract shall be binding upon either party unless made in writing and signed by authorized representatives of the parties.
- d. No Waiver. Failure of either party to enforce a right under this Contract shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved. The invalidity of any clause, part or provision of this Contract shall not affect the validity of the remaining portions of this Contract.
- e. Headings. All section headings are for convenience only and shall not be taken into consideration in interpreting or otherwise construing this Contract.
- f. Counterparts. This Contract may be executed by the parties hereto in separate counterparts, each of which when so executed shall constitute an original, but all of which together shall constitute one and the same instrument.
- g. Notices. All notices, requests, demands, and other communications (other than routine operational communications) required or permitted hereunder shall be in writing and shall be deemed to have been received by a party (a) when actually received in the case of hand delivery against a signed receipt, (b) two (2) business days after being given to a reputable overnight courier, or (c) upon receipt, when mailed by first class mail, postage prepaid, and addressed to such party at its address set forth herein (or to such other address as such party may designate in writing).
- h. Electronic Signatures. This Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes, shall be binding on the parties and shall have the same force and effect, for all purposes, as an original signature. Without limitation, in addition to electronically produced signatures, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

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

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

MASSACHUSETTS HOUSING FINANCE
AGENCY

By: _____
Name:
Title:

[NAME OF CONTRACTOR]

By: _____
Name:
Title:

SOC. SECURITY/TAX ID#

Attachment B – Compensation Schedule

Compensation Schedule

Vendor [Insert Name] for services rendered under this Agreement in accordance with the following schedule:

1. Rates and Fees

- a. Compensation will be based on the rates and fee structure outlined below and in section 5 a. above, not to exceed [Insert Dollar Amount]
- b. No additional fees, charges, or expenses shall be billed unless expressly authorized in writing by both parties.

2. Invoicing

- a. Vendor shall submit itemized invoices on the below agreed upon schedule, clearly identifying services performed, dates of service, and any approved reimbursable expenses.
- b. All invoices **must** reference the project name [Insert the project name] and cost center [Insert Cost Center Number to be billed] [Insert Division/Department Name]. All invoices should be sent to masshousinginvoices@masshousing.com with a cc to [Insert MassHousing principal First and Last Name, including email for principal]

3. Payment Terms

- a. MH shall remit payment within thirty (30) days of receipt of a properly submitted invoice, subject to verification and approval of services rendered by [insert Principal's Name, Title, Division / Department]
- b. Payments will be made via ACH transfer unless otherwise agreed.
- c. [Insert Vendors name] will submit monthly invoices.

4. Adjustments and Disputes

- a. MH reserves the right to withhold payment for services not performed in accordance with the terms of this Agreement.
- b. Any disputes regarding invoices must be raised within fifteen (15) business days of receipt.

5. All-Inclusive Compensation

- a. Compensation is deemed to include all costs of labor, materials, overhead, profit, and any other expenses necessary to perform the services, unless otherwise specified in this Agreement.