



Massachusetts Housing Finance Agency

**One Beacon Street
Boston, MA 02108**

REQUEST FOR QUALIFICATIONS (RFQ) FOR:

**Capital Needs Assessment Consultants
November 24, 2025**

Table of Contents

I. Statement of Purpose	3
II. Background.....	3
III. Scope of Work.....	3
IV. Submission Requirements	4
1. Cover Letter	4
2. Firm Background and Experience.....	5
3. Key Personnel	5
4. References.....	5
5. Capacity and Availability	5
6. Required Forms.....	5
V. Content of Responses	5
A. Transmittal Letter/Firm Description/Executive Summary.....	5
B. Culture and Values.....	6
C. Adverse Actions.....	6
D. Conflicts of Interest.....	7
E. Pricing.....	7
VI. Method of Selection/Award	7
A. Contract Award / Placement on Approved Vendor List.....	7
B. Evaluation of Qualifications	8
VII. Schedule and Instructions	8
A. Responses and Due Dates	8
B. Summary Project Timetable	8
C. Single Point of Contact	9
VIII. Additional Provisions	9
A. Confidentiality	9
B. Non-Discrimination	10
C. Rights of MassHousing.....	10
D. Use of Respondent Response.....	10
E. Respondent Response Costs	11
Attachment A – Contract for Services.....	12
Attachment B – Compensation Schedule	21
Attachment C – MassHousing Rental Lending Capital Needs and Replacement Reserve Policy	

I. Statement of Purpose

The Massachusetts Housing Finance Agency (MassHousing or the Agency) is seeking qualifications from vendors (Respondents) with demonstrated expertise in performing Capital Needs Assessments (CNA) of multifamily housing developments. The Agency seeks to identify qualified firms with experience conducting comprehensive evaluations of the physical condition of properties, assessing the remaining useful life of major systems, and projecting long-term capital needs in alignment with HUD CNA requirement and MassHousing standards. Additionally, this Request for Qualifications (RFQ) is issued for the purpose of developing a list of preapproved vendors that MassHousing may engage for future assignments.

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.

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

III. Scope of Work

Respondents will demonstrate their experience and qualifications in the following areas:

- Preparing comprehensive Capital Needs Assessment (CNA) reports for multifamily residential and mixed-use properties.
- Conducting thorough on-site inspections to evaluate the condition and performance of building systems and site components
- Documenting observed deficiencies, deferred maintenance, and code compliance issues (including 504/ADA, UFAS and Massachusetts AAB requirements).
- Evaluating major building systems, including but not limited to:
 - Building envelope and roofing systems
 - Structural elements and foundations
 - HVAC, plumbing, and electrical systems
 - Elevators and fire protection systems
 - Interior finishes and common area components
 - Site improvements such as paving, drainage, and landscaping
- Preparing detailed technical reports that summarize findings, identify immediate repair needs, and project future capital requirements based on observed conditions and expected useful life.

- Developing long-term capital replacement plans (typically twenty years), including replacement timelines, associated cost estimates, and recommended reserve funding levels consistent with MassHousing's standards and methodologies (see Attachment C – Masshousing Rental Lending Capital Needs and Replacement Reserve Policy effective dated December 1, 2017).
- Applying knowledge of code compliance and accessibility requirements to identify deficiencies that may affect the property's safety, functionality, or compliance with applicable regulations (including 504/ADA, UFAS and Massachusetts AAB requirements).
- Incorporating sustainability and energy efficiency considerations, including energy and water conservation measures, when developing recommendations for system upgrades or replacements.
- Coordinating effectively with lenders, property owners, and management agents to clarify findings, validate data, and incorporate feedback throughout the CNA process.
- Preparing reports and cost models consistent with applicable tools and standards, including the HUD CNA eTool or other programmatic requirements specified by MassHousing.

Deliverables may include, but are not limited to:

- Comprehensive Capital Needs Assessment (CNA) reports documenting property conditions, remaining useful life of systems, and recommended capital improvements.
- A twenty-year capital replacement plan with projected costs, replacement schedules, and recommended annual reserve contributions.
- A detailed cost estimate summary identifying short-term repairs, deferred maintenance items, and long-term capital projects.
- Supporting photographic documentation of building and site conditions.
- An executive summary highlighting critical issues, estimated costs, and recommendations for maintaining property viability.
- Electronic report submissions formatted in accordance with MassHousing and HUD CNA eTool specifications.
- Presentation or clarification meetings with MassHousing staff and property stakeholders to review findings and recommendations.

MassHousing may refine or expand the scope at its discretion prior to contract execution.

IV. Submission Requirements

Respondents must submit a complete qualifications package that includes the following:

1. Cover Letter

- Brief introduction and summary of interest.
- Name, title, and contact information for the primary contact.

2. Firm Background and Experience

- Overview of the firm's structure, history, and core competencies.
- Description of relevant experience providing similar services; and
- List of clients or projects of comparable size and scope.

3. Key Personnel

- Names, roles, and brief bios of key staff who will be assigned to this engagement; and
- Relevant certifications or licenses (if applicable).

4. References

- At least three (3) professional references with contact information.
- Name, address, phone number and website address of each company.
- General description of the engagement; and
- Contact name and telephone number(s) of those who can talk knowledgeably about their experience with the respondent.

5. Sample of Work Product

At least one (1) copy of a CNA report (redacted as necessary) demonstrating the experience and qualifications of the Respondent, as well as the ability to provide the deliverables as outlined above.

6. Capacity and Availability

- Description of current workload and availability to perform the requested services.
- Hourly rate and rate charged for travel (Please note MassHousing may impose a rate cap).

7. Required Forms

- W-9 Form
- Conflict of Interest Disclosure
- ACH Form
- Any other forms required by MassHousing procurement policy.

V. Content of Responses

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

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

All responses should contain the following information:

A. Transmittal Letter/Firm Description/Executive Summary

Responses must be accompanied by a transmittal letter on company stationery or letterhead and signed by an individual legally authorized to bind the company. The letter should identify the individual(s) involved in preparing the response, as well as a single point of contact with 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 response.

MassHousing is an equal opportunity employer and seeks to provide procurement, contracting and employment opportunities for all. 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. 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.

C. 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.

D. 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.

E. Pricing

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

VI. Method of Selection/Award

A. Contract Award / Placement on Approved Vendor List

Vendors selected through this RFQ process will be placed on MassHousing's pre-approved vendor list. Inclusion on this list does not guarantee future work but qualifies your organization to be considered for projects as they arise.

When a need for services is identified, MassHousing will contact vendors from the pre-approved vendor list. If both parties agree to the scope of work (SOW) for the specific engagement, MassHousing will issue a contract for services. Contracts will be awarded to the respondent(s) whose response is determined to be the most advantageous to MassHousing, at its sole discretion, based on pricing and the evaluation criteria outlined in this RFQ.

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 response, this RFQ, 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 a 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 another provider on the approved list or go back out to bid.

One or more contracts may be awarded as a result of responses submitted in response to this RFQ. MassHousing reserves the right to award contracts for individual deliverables if that is advantageous to MassHousing. By submitting a response pursuant to this RFQ, the selected respondent agrees to enter into a contract for services (substantially similar to Attachment B – MassHousing Standard Form Contract for Services).

B. Evaluation of Qualifications

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

- Responsiveness to requirements of RFQ
- Financial and organizational stability of respondents
- Understanding of proposed scope of services and approach in addressing MassHousing's specific needs and objectives
- 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
- Demonstrated successful past performance based on references.

VII. Schedule and Instructions

A. Responses and Due Dates

All responses must be submitted electronically by **5:00 PM Eastern Time on 12/15/2025**. Please email your response to tburns@masshousing.com. Late submissions may, at MassHousing's discretion, be rejected. **Please note that hard copy submissions will not be accepted and will not be reviewed.**

B. Summary Project Timetable

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

<u>Date</u>	<u>Task</u>
11/24/2025	Distribute RFQ
11/26/2025	RFQ Response Period Begins
12/5/2025	RFQ Questions Due
12/10/2025	Answers to Questions Will Be Posted on Masshousing's Website
12/15/2025	RFQ Response Due by 5:00pm

12/24/2025

Complete Follow-up and Reference Calls

1/2/2026

Final Selection

This anticipated timetable is for reference purposes only and is subject to change at MassHousing's sole discretion. A copy of this RFQ, as well as any addenda thereto, will be posted on www.masshousing.com/rfp. Schedule changes and/or other RFQ revisions, including date, time, and place changes, if any, will be posted on the website on a weekly basis. In addition, after the RFQ 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 Qualifications (RFQ) must be submitted via email to:

Email: tburns@masshousing.com

In order to maintain a fair and impartial competitive process, MassHousing will only answer questions or comments regarding the RFQ that are submitted before **12/5/2025**. MassHousing will determine, in its sole discretion, whether any inquiry requires a formal response which, if required, will be posted on **12/10/2025**, and may take the form of an addendum to this RFQ. Respondents who initiate private communications with other MassHousing personnel regarding material issues involving this RFQ may be disqualified.

VIII. Additional Provisions

A. Confidentiality

By accepting to respond to this RFQ, respondent expressly acknowledges that MassHousing's business procedures, ideas, inventions, plans, financial data, contents of this RFQ, and other MassHousing information are the sole and exclusive property of MassHousing. The Respondent also agrees that it will safeguard such information to the same extent it safeguards its own confidential material or data relating to its own business information that is of a confidential or proprietary nature. Federal and state laws require that MassHousing maintain an information security program to protect certain personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing. This information includes the following: (1) nonpublic personal information protected by the Safeguards Rule of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et. seq.) and implementing regulations (16 C.F.R. Part 314); consumer reports protected under the federal Fair Credit Reporting Act, as amended by the 2004 FACT Act (15 U.S.C. § 1681 et. seq.); and any other information pertaining to individuals subject to data security, data security breach notification, and identity theft prevention laws. If MassHousing grants respondent access to its networks or otherwise allows respondents to view personal information related to individuals who are customers, business partners, vendors, or employees of MassHousing, respondents 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, respondents acknowledge 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 responses 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 response; to withdraw or cancel this RFQ; to modify or amend, with the consent of the proponent, any response prior to acceptance; to reject any or all responses 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 Response

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 response, any limits on the use or distribution of that material should be clearly delineated in writing. Respondents 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 Response Costs

All respondent response related costs, including but not limited to, response 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 – MassHousing Standard Form Contract for Services

Contract for Services

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

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

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

1. **Employment of Contractor.** MassHousing agrees to engage Contractor to perform the services described in this Contract, and Contractor agrees to perform the services described in this Contract for MassHousing.
2. **Area & Scope Covered.** Contractor shall do, perform, and carry out, in a satisfactory and proper manner, various assignments relating to the matters identified in the Scope of Work described in Section III of the RFQ 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 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 _____ unless extended by written agreement of the parties.
5. **Compensation.**
- a. Contractor will be compensated for its services in accordance with the Compensation Schedule attached hereto as [Attachment B](#) and Contractor agrees to perform all of the services under this Contract for an amount not to exceed \$_____ [the amount set forth on [Attachment B](#)]. If, in the course of performing the work, Contractor determines that charges for the services required under this Contract will exceed such cost limitation, it shall promptly notify MassHousing. Contractor shall perform no work in excess of the cost limitation set forth in this Contract absent written authorization from MassHousing to proceed with such work.
 - b. Compensation shall be payable upon the submission of a payment voucher describing the services rendered and, if applicable, certifying to the hours worked, subject to the approval of MassHousing. Amounts paid pursuant to such vouchers shall constitute full and complete compensation and reimbursement for Contractor's services under this Contract.
 - c. In addition to any other right and remedy, MassHousing may deduct from any amount due or to become due to Contractor any amount necessary to ensure completion of a specific project or any amount necessary to protect 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, 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.