

**REQUEST FOR PROPOSALS**

**FOR THE**

**CANTONMENT AREA**

**MASTER PLAN**

**AT**

**JOINT BASE CAPE COD**

**DECEMBER 9, 2024**

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## **1. BACKGROUND**

The Massachusetts Development Finance Agency (“MassDevelopment” or “Agency”) is a body politic and corporate established pursuant to M.G.L. c. 23G to foster economic development across the Commonwealth. The Agency is governed by an 11-member Board of Directors and prides itself on a team-oriented, solutions-based approach to economic development. As the Commonwealth’s development finance agency and land bank, MassDevelopment provides its clients with entrepreneurial solutions to complex real estate projects and financing options that create economic opportunities in Massachusetts. It is empowered to acquire, redevelop, and convey blighted properties and surplus state and federal properties to support job creation, expand tax bases, and increase housing production. In FY2024, MassDevelopment financed or managed 349 projects generating investment of more than \$3.5 billion in the Massachusetts economy. These projects are estimated to have created or supported 22,426 jobs and built or preserved 1,754 housing units.

Joint Base Cape Cod (“JBCC”) is a full-scale, joint-use base home to four military branches and commands including the Massachusetts Army National Guard at Camp Edwards; the Massachusetts Air National Guard at Otis Air National Guard Base; the 6th Space Warning Squadron phased array radar site at Cape Cod Space Force Station; and the U.S. Coast Guard at Air Station Cape Cod and Base Cape Cod. It encompasses 22,000 acres – 21,000 of which are owned by the Commonwealth of Massachusetts and leased to the U.S. Army, Air Force, and Coast Guard, and the balance owned by the U.S. Air Force – across four municipalities: Bourne, Mashpee, Falmouth, and Sandwich. Approximately 15,000 acres constitute the northern training area, while the cantonment area comprises the remaining 7,000 acres to the south (see Attachment A). The cantonment area is used for training support facilities such as training simulators, hangars, and support facilities for the commands, including housing for military families managed by the U.S. Coast Guard.

MassDevelopment has a long history of work at JBCC, including the development of the 2013 JBCC Master Coordination Plan (see Attachment B for a list of and links to previous planning efforts at JBCC). In addition, Chapter 48 of the Acts of 2014 authorizes MassDevelopment to directly receive surplus property at JBCC from the Commonwealth in cooperation with The Adjutant General (TAG) to support JBCC’s efforts to optimize the use of this critical state asset and increase its organizational efficiency. (In this instance, surplus property refers generally to former military-leased parcels that are excess to their needs and divested to the Commonwealth of Massachusetts.) In order to effectively facilitate the adaptive re-use of any divested property at JBCC, coordinate on-going military activities with any potential redevelopment, and enhance the efficiency of JBCC’s operations, MassDevelopment, in cooperation with the TAG and the Commonwealth, is developing a Cantonment Area Master Plan (“CAMP,” “CAMP JBCC,” or “Master Plan”).

## **2. PROJECT DESCRIPTION**

MassDevelopment is seeking proposals from a qualified consultant or team of consultants (led by a primary consultant) to provide professional services supporting the development of CAMP JBCC. The Master Plan will build on previous planning efforts, including the 2013 JBCC Master Coordination Plan, and will be developed in coordination with the TAG, Massachusetts Military Asset and Security Strategy Task Force (MASS-TF), host communities, and other stakeholders. The overall goal of this master planning process is to support JBCC’s efforts to optimize the use

of this critical state asset and increase its organizational efficiency, especially as it relates to land use and infrastructure, while enabling and protecting current missions and accommodating future on-base military needs. In addition, the master plan seeks to effectively facilitate the adaptive re-use of any excess property in the cantonment area to respond to local and regional needs and contexts. It is expected that this plan will focus on implementation with specific near-term and long-term actions in conjunction with the on-base military commands' existing plans for efficiency and mission effectiveness.

The objectives of the Master Plan are to:

- Create a combined and coordinated military and civilian land use and building plan (with narratives and maps) by:
  - Identifying the military commands' current and future spatial needs and desires with an update of their spatial needs analysis and identification of excess assets;
  - Determining the available area for future non-military use and the timing of such availability;
  - Identifying potential land uses, densities, and styles/typologies for these areas, including residential, commercial, open space/recreation; and the necessary infrastructure (e.g., utility, transportation) to enable and support these uses;
  - Conducting market/economic and fiscal impact studies, including analysis of income-restricted housing, public benefits, and market/economic impacts;
  - Developing an entitlement/permitting framework in cooperation with project partners and in furtherance of short- and long-term governance;
- Prepare a coordination plan for current and future military and non-military uses, such as the creation, transfer, or termination of leases, permits, and/or licenses; and for regulatory boundaries between military and non-military uses, other areas retained for general public/municipal uses, and governance; and
- Develop an implementation plan that considers phasing and specifies the steps and timing of redevelopment and the necessary capital improvements, with consideration of anticipated impacts of climate change.

MassDevelopment is leading this initiative in partnership with the TAG and JBCC and in cooperation with MASS-TF, the Cape Cod Commission (CCC), and host communities. MassDevelopment anticipates a multi-year process that will include a significant community engagement and public participation component. MassDevelopment currently maintains a project website ([jointbasecc.com](http://jointbasecc.com)), which can be leveraged by the selected consultant (team) for this initiative. However, it is not anticipated to be the sole form of engagement with the general public. The consultant should propose an open, transparent, and inclusive public participation plan with demonstrated experience and expertise in facilitating discussion. Collaborative participatory methods, when appropriate, are encouraged to complement public (in-person and online) meetings, surveys, and so on.

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

The selection schedule is as follows:

RFP available	MONDAY, DECEMBER 9, 2024
RSVP to site visit	TUESDAY, DECEMBER 24, 2024 by 5:00 PM
Optional site visit	THURSDAY, JANUARY 9, 2025

Second site visit (if necessary)	MONDAY, JANUARY 13, 2025
Deadline for questions	FRIDAY, JANUARY 17, 2025 by 5:00 PM
Answers to questions available	FRIDAY, JANUARY 24, 2025
Proposal submission deadline	FRIDAY, FEBRUARY 7, 2025 by 5:00 PM
Interviews (if necessary)	WEEKS OF FEBRUARY 18 AND 24, 2025
Selection (expected)	MARCH 2025

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

All prospective site visit attendees must submit a completed criminal justice information service (CJIS) form via email to the below email address for Michelle Hennigar by 5:00 PM on Tuesday, December 24, 2024. The form is available as Attachment C. One form may be used for each firm or business entity until filled, provided all prospective attendees are included. Failure to submit by the deadline or include all attendees may prevent authorization to access JBCC for the site visit. The on-base meeting location for the site visit will be provided to all attendees that RSVP and are authorized to access JBCC.

In the event of inclement weather or capacity limitations, a second optional site visit may be hosted, with a notification posted on MassDevelopment’s website (<http://www.massdevelopment.com/rfps-and-rfqs/>) if it will occur.

All questions must be submitted in writing and email is preferred. Prospective respondents should note that all clarifications and exceptions including those relating to the terms and conditions of the contract must be submitted prior to submission of a proposal. Answers to all questions of a substantive nature will be in the form of a formal addendum which will be posted on MassDevelopment’s website (<http://www.massdevelopment.com/rfps-and-rfqs/>). It is the responsibility of respondents to ensure that they receive all information pertaining to this RFP by visiting the website link listed above.

Digital responses are required.<sup>1</sup> Respondents must email their proposals in PDF form to [mhennigar@massdevelopment.com](mailto:mhennigar@massdevelopment.com). Responses should be clearly marked “RFP – CANTONMENT AREA MASTER PLAN AT JOINT BASE CAPE COD” and emailed to the contact person listed above.

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

Michelle Hennigar  
Real Estate Procurement Administrator  
MassDevelopment  
[mhennigar@massdevelopment.com](mailto:mhennigar@massdevelopment.com)

This RFP has been distributed electronically using MassDevelopment’s website (<http://www.massdevelopment.com/rfps-and-rfqs/>). It is the responsibility of interested parties to check the website for any addenda or modifications to this RFP.

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

Any proposal received after the time specified will be considered a late proposal. A late proposal may not be considered for award. Delays in email delivery shall not excuse late proposal submissions.

#### **4. DIVERSE BUSINESS ENTERPRISES**

MassDevelopment strongly encourages the use of Diverse Business Enterprises (“DBEs”) as certified by or recognized as certified by the Commonwealth of Massachusetts Operational Services Division’s Supplier Diversity Office (“SDO”) pursuant to 425 CMR 2.00, as consultants, contractors, subconsultants, subcontractors, and suppliers in the procurement of its direct design, engineering, construction and all professional services.

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

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

#### **5. SCOPE OF WORK**

MassDevelopment anticipates a multi-year process from contracting with the selected consultant to completion of the plan. Work is expected to begin in early 2025. The consultant will submit a project schedule detailing expected deliverables and identified milestones upon finalizing the scope of work and contract.

The consultant will work under the guidance and day-to-day supervision of MassDevelopment’s selected project manager and will maintain regular communications with the project manager. MassDevelopment’s Real Estate and Military Initiatives Divisions, The Adjutant General (and/or its designee), MASS-TF, and JBCC will provide additional support necessary to ensure the success of the planning initiative. Staff of MassDevelopment, The Adjutant General, MASS-TF, and JBCC will be closely involved with the project and approve all content and deliverables, but the consultant will be responsible for conducting research, drafting documents, producing materials, conducting outreach, and participating in meetings as required, including with appointed and elected officials and the public. The consultant should plan accordingly to ensure sufficient capacity to undertake all aspects of this extensive project.

##### **Plan Elements**

Consultant will develop a Master Plan that will include three core elements: (i) the overall combined and coordinated land use and building plan; (ii) the coordination plan; and (iii) the implementation plan. The Master Plan will constitute the final deliverable under the scope. Additional anticipated tasks include:

1. Review of existing conditions
  - a. A review of existing plans, studies, and other information/data that has been compiled by MassDevelopment and other partners;
  - b. An on-site kick-off meeting to understand the context and features of JBCC;
  - c. Initial stakeholder meetings with JBCC leadership, host communities, and other

- identified stakeholders.
2. Public participation
    - a. The consultant will develop a community engagement strategy and associated public participation plan to be approved by MassDevelopment and The Adjutant General.
  3. Development of plan elements
    - a. Required elements include, but are not limited to, land use; transportation and infrastructure; natural resources, environment, and resilience; equity and fiscal impact; entitlements/governance; public participation (summaries); coordination; and implementation (goals, responsible party, timeline).
    - b. Draft zoning by-laws and design guidelines for the identified zoning district(s) should also be included.
    - c. Within the provided structure of the Master Plan, consultants are encouraged to provide and structure the necessary elements of a master plan in a visually engaging, concise, and usable format for readability and implementation.

This RFP is not for a public building project and therefore does not require any services that must be procured in accordance with the designer selection procedures set forth in M.G.L. c. 7C, Secs. 44-58.

## **6. ELEMENTS OF PROPOSAL**

All proposals shall provide information relating to the elements listed in sufficient detail to allow MassDevelopment to conduct an informed and fair selection process. A submission must, at a minimum, include the following elements:

1. Firm profile: Please identify the firm(s) involved in the project and key individuals that will manage and staff this contract. Specifically, please identify a Principal-in-Charge and a Project Manager for the overall contract as well as other supporting staff in each scope of services for which qualifications are being submitted. Please provide firm profiles, organizational chart(s) for the project, and professional resumes for all proposed personnel. Brochures and marketing materials may be included as an appendix to the proposal.
2. Relevant project experience: Please provide information on no more than five (5) highly relevant projects undertaken by your firm within the past five (5) years. The selected projects should demonstrate the experience of the firm with the specific services submitted for as described in Section 5 (Scope of Work). Projects may span a wide range of real estate types (residential, commercial, industrial, and institutional).
3. Approach to contract: Please provide a proposed scope of work and a summary of your proposed approach to the Master Plan, including a project timeline, milestones, deliverables, and additional plan elements. Please propose a protocol for communication and progress reporting.
4. References: Please provide a minimum of three (3) references who can attest to their experience working with your firm or team on projects located within the Commonwealth of Massachusetts within the past five (5) years.

5. Diverse Business Enterprise (DBE) Participation Schedule and Narrative (see Attachment D).
6. Required Insurance (see Attachment E).
7. Proposed fee: Please provide, in a separately sealed envelope, a total, not-to-exceed fee for the work. Provide a table of hours worked by personnel by task and the hourly rate. Rate sheets should reference rates by staff level rather than by specific personnel. All expenses must be included in the proposed fee.

## **7. EVALUATION CRITERIA**

MassDevelopment's selection committee will evaluate and compare each submitted proposal using the following two sets of evaluation criteria, minimum and comparative. Each proposal must address each of the points under the minimum and comparative evaluation criteria, which are not listed in any order of importance:

1. Minimum Qualifying Criteria
  - a. A completed proposal that includes all requested submittals and components of a submittal;
  - b. Consultant or consultant team led by planning firm/individual with an office in New England;
  - c. Consultant or consultant team complemented with:
    - a. Experience within the previous five (5) years master planning a complex area, which is taken to mean any of the following:
      - Former military base/installation;
      - Superfund site;
      - Within multiple municipalities;
      - Any other similar scenario provided MassDevelopment concurs that the identified experience is sufficiently complex.
    - b. Experience within the previous five (5) years planning on Cape Cod (meaning any community within Barnstable County).

All proposed project personnel must be able to access Joint Base Cape Cod, meaning they currently or will possess a valid ID that complies with the 2005 REAL ID Act (e.g., REAL ID Massachusetts Driver's License, passport) and may require submitting to a background check.

2. Comparative Evaluation Criteria
  - a. Relevant experience: The selected firms will have demonstrable experience with similar project types, Massachusetts laws and other codes and regulations relevant to the project.
  - b. Approach to scope: MassDevelopment is looking for consultants with innovative approaches to challenging issues and the ability to work with complex stakeholder groups and multi-tiered clients. MassDevelopment will consider the proposed approach by a consultant to the plan, the proposed structure and components of the plan, and the public participation plan.
  - c. Familiarity with project type and stakeholders: MassDevelopment seeks consultants

- with previous experience planning for the reuse of complex sites and experience with projects located on Cape Cod. Consultants should be familiar with Cape Cod's unique regional attributes, such as its natural resources, local economy, and specific challenges. Demonstrated experience with local and regional plans is desirable.
- d. Capacity: The consultant team will have sufficient availability of competent personnel who can satisfactorily provide the proposed services and the ability to adapt to changing conditions and needs to effectively complete the project.
  - e. References.
  - f. Diverse business enterprise participation.
  - g. Fee.

Selection of the successful respondent(s) will be made using a best value determination with the goal of contracting with the respondent determined to be the most responsive, responsible, and advantageous to MassDevelopment, while taking into consideration the evaluation and price.

## **8. SELECTION PROCESS**

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

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

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

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

## **9. GENERAL PROVISIONS**

1. MassDevelopment reserves the right to reject any or all responses or parts of responses, to solicit new responses and to award contracts as it determines to be in its best interest.
2. By submitting a proposal to MassDevelopment, the respondent is certifying that its offer is in all respects bona fide, fair and made without collusion or fraud with any person. As



used in this section, “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

3. Respondents are encouraged to utilize qualified Diverse Business Enterprises (as defined above). MassDevelopment hereby notifies all respondents that Diverse Business Enterprises will be afforded full opportunity to submit offers and/or proposals in response to this RFP and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.
4. Potential respondents are hereby notified that issuance of this RFP and receipt of proposals does not assure that a respondent will be selected.
5. MassDevelopment is not liable for any costs incurred by a respondent in the preparation and production of a proposal or for any work performed prior to contract execution.
6. MassDevelopment reserves the right to waive any informalities, minor deviations, insignificant mistakes and matters of form rather than substance, and to seek clarification of the proposals, which can be waived or corrected without prejudice to other respondents, potential respondents or MassDevelopment. No officer or agent of MassDevelopment is authorized to waive this reservation.

A proposal may be modified or withdrawn by a respondent prior to ten (10) business days after the proposal submission deadline by delivering a written notice to the location designated as the place where proposals are to be received.

7. Any proposal submitted in response to this RFP that is not modified or withdrawn as specified in Section 9 (6) above, shall be considered a firm offer and shall remain effective unconditionally for ninety (90) days.
8. No respondent shall hold any press conference, issue news releases, or make announcements concerning its selection or non-selection for a contract prior to MassDevelopment’s public release of this information; thereafter any such press conference, release, or announcement shall be made only after obtaining the written approval of MassDevelopment.
9. MassDevelopment provides respondents with an opportunity to administratively resolve disputes, complaints, or inquiries related to MassDevelopment proposal solicitations or contract awards. MassDevelopment encourages respondents to seek resolution of disputes through consultation with MassDevelopment staff. All such matters will be accorded impartial and timely consideration. If consultation with MassDevelopment staff does not lead to a resolution of the dispute, respondents must file a written dispute with the MassDevelopment Office of General Counsel.
10. During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as required under law).
11. Unless otherwise specified in the response to the RFP, the quoted price includes all overhead, insurance, taxes, fees, and licenses applicable to the delivery or services set

forth in the proposal.

12. Respondents are further advised that, upon signing a contract, the selected firm must certify that it has complied with any and all laws of the Commonwealth relating to the payment of taxes, reporting of employees and contractors, and withholding and remitting of child support as required by M.G.L. c.62C, §49A, and has either (i) filed all tax returns and paid all taxes required by law; (ii) has filed a pending application for abatement of such taxes; (iii) has a pending petition before the appellate tax board contesting such taxes; or (iv) does not derive taxable income from Massachusetts Sources such that it is subject to taxation by the Commonwealth of Massachusetts; and must certify that it is a “Qualified Employer” or an “Exempt Employer” as defined under Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, and 102 CMR 12.00 et. seq. as provided in the contract. A respondent’s failure to certify compliance with said laws would be cause for MassDevelopment not to enter a contract. MassDevelopment further reserves the right to investigate, at any time prior to MassDevelopment’s execution of a contract or during the term of a contract, any information indicating that there has been a failure to comply with said laws. If MassDevelopment determines that any selected respondent has not complied with said laws, it shall decline to enter a contract, may terminate any contract entered, and further may decline to extend the contract.
13. This procurement is subject to M.G.L. c. 7 §§ 22C - 22F which provides that a state agency, state authority, the house of representatives or the senate may not procure goods or services from any person employing ten or more employees in an office or other facility located in Northern Ireland, who fails to certify that:
  - he/she does not discriminate in employment, compensation, or terms, conditions and privileges of employment on account of religious or political belief; and
  - he/she promotes religious tolerance within the workplace, and the eradication of any manifestations of religious and other illegal discrimination; and
  - he/she is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

M.G.L. c. 7, §§22C – 22F shall not apply if (i) the procurement is essential, as determined by MassDevelopment, and compliance would eliminate the only proposal or offer or would result in inadequate competition; or (ii) there is not a comparable proposal or offer (i.e. within 10%) by a certifying firm; or (iii) the firm does not employ ten or more employees in an office or other facility located in Northern Ireland.

14. MassDevelopment is subject to the requirements concerning the disclosure of public records under the Massachusetts Public Records law, M.G.L. c. 66, and thus documents and other materials made or received by MassDevelopment are subject to public disclosure.
15. All respondents must be registered to do business and be in good standing with the

Massachusetts Secretary of State's Office in order to transact business in Massachusetts. MassDevelopment may request evidence of good standing prior to entering into any contract.

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

## ATTACHMENT A: MAP OF JOINT BASE CAPE COD

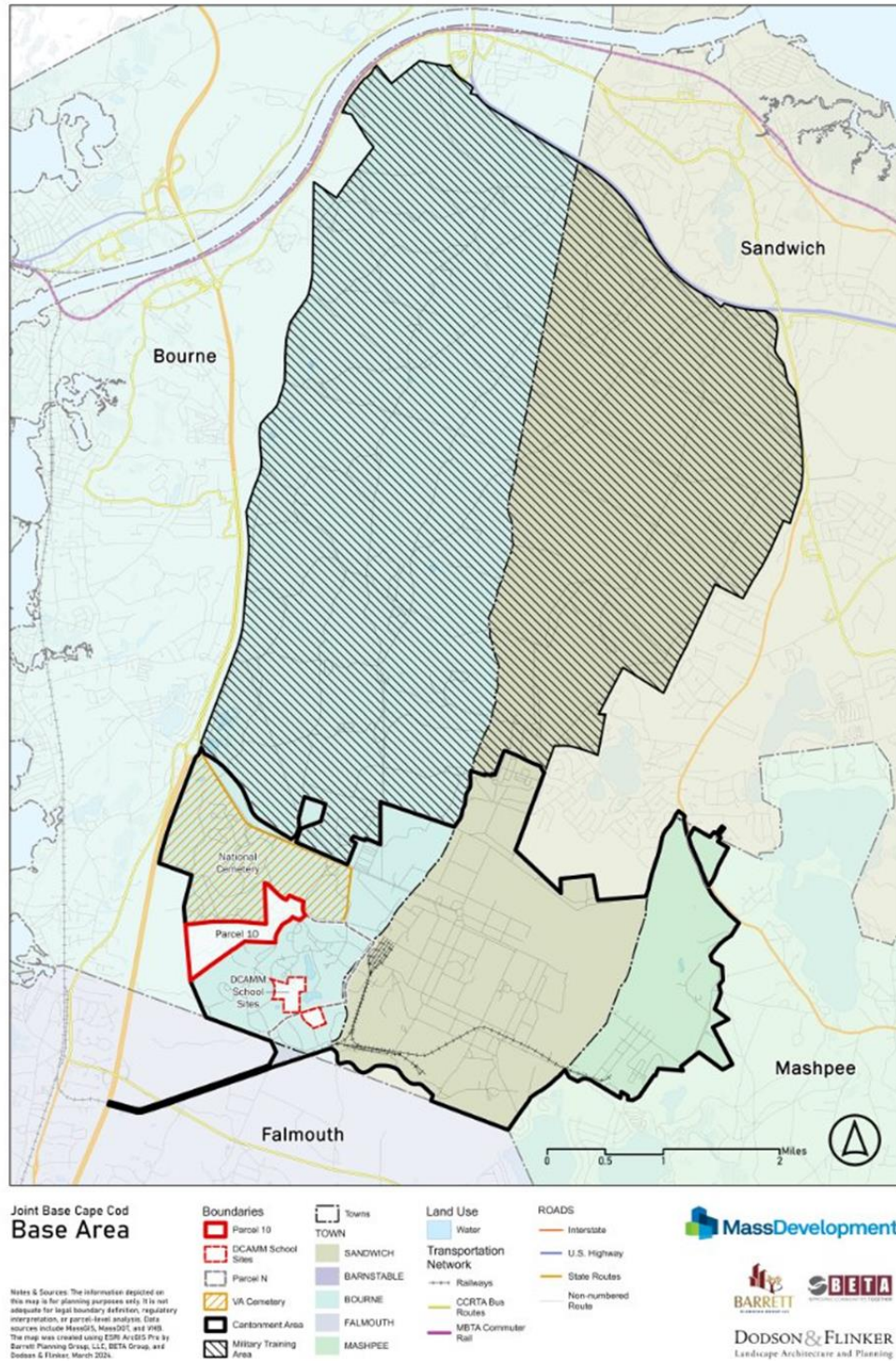


Figure 1. Joint Base Cape Cod. The base is outlined in black, with the hatches indicating active training areas and the unhatched area indicating the cantonment area. Highlighted in red are Parcel 10 (thick outline), which is in the process of being declared excess, and the DCAMM Schools Site (dashed outline), which has already been relinquished to the Division of Capital Asset Management and Maintenance.

## ATTACHMENT B: LIST OF PUBLIC PLANS AND DOCUMENTS RELATED TO JOINT BASE CAPE COD

### Primary

- [2013 Joint Base Cape Cod Master Coordination Plan](#) (MassDevelopment, Cecil Group)
- [2013 Joint Base Cape Cod Joint Land Use Study Update and Community-Military Partnerships Study Final Report](#) (Cape Cod Commission)

### Additional

- [2024 Cape Cod Comprehensive Economic Development Strategy](#) (Cape Cod Commission)
- [2024 Housing Cape Cod: The Regional Strategy](#) (Cape Cod Commission)
- [2023 Final Sixth Five-Year Review \(2018-2023\) for JBCC Superfund Site](#) (U.S. Air Force Civil Engineer Center)
- [2022 Final Environmental Baseline Survey, Otis Air National Guard Base, Massachusetts Military Reservation](#) (Massachusetts Air National Guard, 102d Intelligence Wing)
- [2022 Massachusetts Military Installations Economic Contributions and Linkages](#) (MassDevelopment, MASS-TF, the UMass Donahue Institute)
- [2021 Solid Waste Management on Cape Cod and the Islands](#) (Barnstable County and the Cape Cod Commission)
- [2012 An Economic Contribution Analysis and Overview of Massachusetts Military Installations](#) (MassDevelopment, MASS-TF, the UMass Donahue Institute)
- [2009 Massachusetts Military Reservation Economic Impact Study](#) (MassDevelopment, Basile Baumann Prost Cole & Associates)
- [2007 Massachusetts Military Reservation Cantonment Area Map](#) (MassGIS)
- [1998 Massachusetts Military Reservation Master Plan Final Report](#) (Cape Cod Commission)
- [1991 Federal Facility Agreement Under CERCLA](#) (U.S. Environmental Protection Agency Region 1, U.S. Department of Defense National Guard Bureau, and U.S. Coast Guard)

**ATTACHMENT C: CRIMINAL JUSTICE INFORMATION SERVICE (CJIS FORM)**

**JBCC EVENT/PROJECT ROSTER**

Office use only

<b>Event/Project Name:</b>	Meetings/Site Visits/Conferences/Presentations	Sent to BDOC:	
<b>Destination:</b>	Cantonment Area	Approved:	
<b>Start &amp; End Dates:</b>	JBCC Pass	Sponsor called:	
<b>Sponsor Name/Phone:</b>	Paul E. Rendon / 774.327.0643 / paul.e.rendon2.nfg@army.mil	Daily Roster?:	
<b>Company/POC/Phone:</b>	JBCC Executive Director's Office / Paul E. Rendon / 774.327.0643 / paul.e.rendon2.nfg@army.mil	Date:	

**COMPLETE ALL BLOCKS RETURN TO ACCESS CONTROL/PASS & ID, 3-5 WORKING DAYS PRIOR TO ARRIVAL FOR BACKGROUNDS  
MUST BE TYPED & SENT ELECTRONICALLY TO ACCESS CONTROL/PASS & ID FOR TRACKING PURPOSES**

LEGAL Last Name	LEGAL First Name	MI	Driver's License #	State	US Citizen?	DOB	Ref. #

**ALL PARTIES AGREE TO NCIC BACKGROUND CHECKS?**

NCIC APPROVAL: Yes  CJIS REP SIGNATURE:  rev: 08/23/24

**Originating Agency Contact Information:** N.Sylvia / norman.a.sylvia.ctr@army.mil / (339) 202-9349

**Comments:**

**ATTACHMENT D: DIVERSE BUSINESS ENTERPRISE (DBE)  
PARTICIPATION SCHEDULE AND NARRATIVE**

**MassDevelopment’s Diverse Business Participation Program guidelines and forms, which  
must be submitted with respondent’s proposal.**

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

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

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

**Respondent Submission Requirements:**

As part of respondent’s proposal submission, the Participation Schedule (attached hereto as Exhibit A) must be submitted. The proposal submission must include a narrative with a summary of the information below.

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

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



**Exhibit A**

MassDevelopment's Diverse Business Enterprise (DBE) Participation Schedule

**[THIS SCHEDULE AND A NARRATIVE  
MUST BE RETURNED WITH RESPONDENT'S PROPOSAL]**

PART 1: CONSULTANT INFORMATION

Business Name and Address:

Contact Name and Phone Number:

Email Address:

Is the Consultant Supplier Diversity Office (SDO) certified as a DBE?

- Yes  No, not a certified DBE

*If yes, check appropriate category/ies below (attach all applicable SDO certifications):*

- Minority Business Enterprise (MBE)
- Women Business Enterprise (WBE)
- Veteran Business Enterprise (VBE)
- Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)
- Disability-Owned Business Enterprise (DOBE)
- Lesbian Gay Bisexual Transgender Business Enterprise (LGBTBE)
- Portuguese Business Enterprise (PBE)

PART 2: NARRATIVE

Consultant must attach to this schedule a narrative containing: (1) communications regarding DBE outreach, (2) identification of the work that may be completed by any DBEs, (3) a dispute resolution process with DBEs, (4) procedures for the replacement of DBEs if termination is required, and (5) an explanation of efforts to diversify your own staff and leadership and make your business a more equitable and inclusive workplace.

PART 3: CONSULTANT'S DBE SUBCONTRACTORS/SUBCONSULTANTS

Have you sought out DBE Participation at the subcontract/sub consultant level:

- Yes No N/A

*If yes, which methods did you use?*

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

*If yes, complete the below list:*

<u>Name and Address of Planned Diverse Business Enterprise</u>	<u>List Appropriate SDO Certification</u>	<u>Dollar Amount of Participation (on a</u>
--	---	---

<u>Subcontractors/Sub consultants</u>		<u>Massachusetts fiscal year, i.e., July 1 – June 30, basis)</u>

**PART 4: CERTIFICATION (REQUIRED)**

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

Signature:

Written Name:

## **ATTACHMENT E: REQUIRED INSURANCE**

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

- A) Commercial General Liability Requirements, including personal injury and if applicable, product liability/completed operations coverage in the minimum amount of \$1 million personal injury, \$1 million per occurrence, and \$2 million general/product/completed operations aggregate. Policy must be written on a per project basis;
- B) Auto liability coverage for owned, hired, and non-owned vehicles in the minimum amount of \$1 million per occurrence combined single limit;
- C) Workers' Compensation for all its employees, as required by statute, with employer's liability of \$500,000 or more including \$500,000 accident and \$500,000 disease;
- D) Professional Liability (errors & omissions) with per claim limits of not less than \$1 million.

**ATTACHMENT F: FORM OF CONTRACT**



## AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_ (the "Effective Date"), by and between the MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, (the "Agency" or "MassDevelopment"), a Massachusetts body politic and corporate established by M. G. L. Chapter 23G, as may be amended from time to time, having a principal place of business at 99 High Street, 11<sup>th</sup> Floor, Boston, Massachusetts 02110, and \_\_\_\_\_, a Massachusetts \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ (the "Consultant").

### WITNESSETH THAT

WHEREAS, the Agency desires to retain the Consultant to \_\_\_\_\_ services; and

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

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

**1. SCOPE OF SERVICES.** The Consultant shall perform services (the "Services") as further described on **Exhibit A** attached hereto and incorporated herein by reference.

**2. FEES.** The Agency agrees to pay the Consultant fees, upon the completion of the Services, in the amounts set forth in **Exhibit A**. Total fees hereunder shall not exceed \_\_\_\_\_ through the date of completion of the Agreement, as defined in Article 9 hereto. The "total fees" shall include all direct costs and reasonable expenses, which costs and expenses shall be approved in writing by the Agency in its sole discretion.

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

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

### **5. INDEPENDENT CONTRACTOR.**

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

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

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

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

- (i) Commercial general liability, including personal injury and if applicable, product liability/completed operations coverage in the minimum amount of \$1,000,000 personal injury, \$1,000,000 per occurrence and \$2,000,000 general/product/completed operations aggregate;
- (ii) Automobile liability coverage for owned, hired and non-owned vehicles in the minimum amount of \$1,000,000 per occurrence combined single limit;
- (iii) Workers' compensation for all its employees, as required by statute, with employers' liability of \$500,000.00 or more including \$500,000 accident and \$500,000 disease;
- (iv) Professional Liability insurance coverage with per claim limits of not less than \$1,000,000 **AND/OR**
- (v) Umbrella Liability having limits of \$5,000,000 per occurrence and \$5,000,000 aggregate.

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

**7. INDEMNITY.** Consultant shall indemnify, defend and hold harmless the Agency and its successors and assigns, and all of its officers, managers, members, directors, lenders, shareholders, beneficial owners, trustees, partners, affiliates, agents and employees (collectively "Agency Indemnitees") from and against any and all claims, suits, actions, judgments,

demands, losses, costs, attorney's fees, expenses, damages and liability to the extent caused by, resulting from, or arising out of the intentional acts, negligent acts, errors, omissions, or allegations thereof, of the Consultant, its employees, agents or representatives in the performance of the Services under the Agreement.

**8. TIME.** Upon notification to proceed by the Agency, the Consultant shall perform the Services with due diligence and in accordance with the schedules agreed to herein. The Agency may authorize costs to be incurred prior to such written notice to proceed. Time is of the essence under the Agreement.

**9. DURATION OF CONTRACT.** The date of completion for the performance of Services by the Consultant under the Agreement shall be \_\_\_\_\_. Notwithstanding the foregoing, those provisions of this Agreement where equity would require survival shall be deemed to survive and remain binding upon the parties following the termination of the Agreement.

**10. TERMINATION.** The Agreement may be terminated by the Agency with written notice to the Consultant in the event of substantial failure by the Consultant to perform in accordance with the terms of the Agreement through no fault of the Agency unless said failure is rectified within said period. The Agreement may also be terminated by the Agency for its convenience but only upon seven (7) days written notice to the Consultant. In the event of termination not the fault of the Consultant, the Consultant shall be paid for all the Services performed and costs incurred up to the effective date of termination for which the Consultant has not been previously paid by the Agency. Upon receipt of notice of termination from the Agency, the Consultant shall discontinue its services hereunder unless otherwise directed and shall deliver to the Agency all data, drawings, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in the performance of the Agreement, whether completed or in process. Notwithstanding the above, in the event of termination, the Consultant shall not be relieved of liability to the Agency for injury or damages sustained by the Agency by virtue of the Agreement, and the Agency may withhold any payments to the Consultant for the purposes of set-off until such time as the exact amount of damages due to the Agency is determined.

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

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

**12. SUCCESSORS AND ASSIGNS.** Consultant shall not assign, sublet, subcontract, sell, transfer or otherwise dispose of any interest in the Agreement without prior written approval of the Agency. Notwithstanding any such assignment, sublease, sale, transfer or other disposition permitted by the Agency, the Consultant will continue to remain fully and directly liable on all its obligations hereunder as though no

such assignment, sublease, sale, transfer or other disposition had occurred. Upon making any such disposition, the Consultant shall furnish the Agency promptly with an executed copy of the disposing instrument, executed by assignee, sublessee, buyer or transferee, in which such party thereto assumes and agrees to observe and perform all of the Consultant's obligations hereunder. Any such disposition shall expressly be made subject to all defenses, set-offs, claims or counterclaims which would have been available to the Agency in the absence of such disposition. The Agreement shall otherwise be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

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

**14. NOTIFICATION.** All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served when delivered by hand if a receipt is obtained therefor, or when actually received if delivered by mail, and if delivered by mail shall be mailed registered or certified first class mail, return receipt requested, postage prepaid, and in all cases shall be addressed to the parties at the addresses listed in the first paragraph of this Agreement. Each party authorizes the other to rely in connection with their respective rights and obligations under the Agreement upon approval by a duly authorized officer(s) of each party, the execution by such offices being conclusive evidence of such authority.

**15. EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of the Agreement, the Consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age (as defined by law), sex, sexual orientation, religion or physical or mental handicap. The Consultant agrees to comply with all applicable federal and state statutes prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, and Massachusetts General Laws Chapter 151B, section 4 (1). If a complaint or claim alleging violation by the Consultant of such statutes regarding the execution of the Agreement is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Consultant agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees in connection with the defense of such claim. In the event of the Consultant's noncompliance with the provisions of this Article, the Agency shall impose such sanctions as it deems appropriate, including, but not limited to: (i) withholding of payments due the Consultant under the Agreement until the Consultant complies; or (ii) termination or suspension of the Agreement.

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

**17. FORCE MAJEURE.** Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes

or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. Nothing contained in this Article 16 shall derogate from or affect the Agency's rights to terminate this Agreement pursuant to Article 10 above.

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

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

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

**21. CONFLICT OF INTEREST.** The Consultant understands that any person providing services under the Agreement will be a "special state employee," for purposes of M.G.L. Chapter 268A, but shall otherwise be an independent contractor and not an employee of the Agency. The Consultant further agrees to comply with said Chapter 268A, as "special state employee," and to promptly disclose to the Agency any activity under the Agreement by the Consultant or an employee thereof that is or may result in a violation thereof. The Agency acknowledges that the Consultant can perform services for other clients during the duration of this Agreement, provided such clients do not conflict with the services required under this Agreement and subject to applicable law.

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

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

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

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

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

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

(6) is in compliance with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions pursuant to M.G.L. c. 151A, §

19A(b), or has notified MassDevelopment in writing that M.G.L. c. 151A does not apply to Consultant because Consultant does not have any individuals performing services for it within the Commonwealth of Massachusetts to the extent that Consultant would be required to make any such contributions or payments to the Commonwealth;

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

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

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

**23. DIVERSE BUSINESS ENTERPRISE PREFERENCE.**

It is the policy of the Commonwealth and the Agency to promote equity of opportunity in state contracting; and, to that end, to encourage full participation of Diverse Business Enterprises (as defined below) in all areas of state contracting pursuant to Executive Orders 565, 523, and 526. For purposes of this section, "Diverse Business Enterprise(s)" shall mean a minority business enterprise, women business enterprise, veteran business enterprise, or service-disabled veteran-owned business enterprise. It is the Agency's intention to create a level playing field on which Diverse Business Enterprises can compete fairly for contracts.

In addition to all other equal opportunity employment requirements of this Agreement, the Agency strongly encourages the use of Diverse Business Enterprise as consultants, contractors, subconsultants, subcontractors, and suppliers. Lists of Diverse Business Enterprises certified or verified by the SDO are located at [www.mass.gov/sdo](http://www.mass.gov/sdo). Consultant shall cooperate with the Agency and exercise good-faith efforts to seek opportunities for Diverse Business Enterprise participation. At the time this Agreement is executed, Consultant shall submit a certified Diverse Business Enterprise Participation Schedule, in the form attached hereto as Exhibit B, to the Agency. The Diverse Business Enterprise Participation Schedule is incorporated by reference into the Agreement.

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

**25. COMPLIANCE WITH APPLICABLE LAW.** Consultant

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

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

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

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



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

**MASSACHUSETTS DEVELOPMENT FINANCE AGENCY**

By: \_\_\_\_\_  
Name:  
Title:

Approved as to Form:

\_\_\_\_\_  
Agency Counsel

**CONSULTANT**

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Federal ID Number

Contract Number:  
Contract Amount:

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Exhibit B**  
**MassDevelopment's Diverse Business Enterprise (DBE) Participation Schedule**

**PART 1: CONSULTANT INFORMATION**

Business Name and Address: \_\_\_\_\_  
 Contact Name and Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Is Consultant Supplier Diversity Office certified as a DBE:

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

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

MBE    WBE    VBE    SDVBE

**PART 2: NARRATIVE**

Consultant **must attach** to this schedule a narrative containing: (1) communications regarding DBE outreach, (2) identification of the work that may be completed by any DBEs, (3) a dispute resolution process with DBEs, (4) procedures for the replacement of DBEs if termination is required, and (5) explain efforts to diversify your own staff and leadership and make your business a more equitable and inclusive work place.

**PART 3: CONSULTANT'S DBE SUBCONTRACTORS/SUBCONSULTANTS**

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

**If yes, which methods did you use:**

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

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

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

**PART 4: CERTIFICATION (REQUIRED)**

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

Signature: \_\_\_\_\_  
 Written Name: \_\_\_\_\_