



Request for Proposals: Federal Funding Compliance  
Support Consultant (Program: Grants for Enhancing MA  
Grid Resilience and Reliability)  
FY25 - NZG - 02

Date of Issue: **(Deadline Extended): May 27th , 2025 at 11:59  
PM (Updated 5/8/2025)**

All proposals must be submitted to:  
[grid@masscec.com](mailto:grid@masscec.com)

## I. SUMMARY

The Massachusetts Clean Energy Center (“MassCEC”) has received approximately \$13.5 million from the Bipartisan Infrastructure Law (“BIL”) Section 40101d funding program, also known as the Grid Resilience State and Tribal Formula Grants. The Grid Resilience State and Tribal Formula Grants, administered by the Department of Energy’s (DOE) Grid Deployment Office (GDO) seek to enhance the resilience of the electric grid, prevent outages, and mitigate the impact of disruptive events. MassCEC will distribute the funding to subrecipients to execute grid resilience and reliability projects under the program “Grants for Enhancing Massachusetts Grid Resilience and Reliability” (the “Program”).<sup>1</sup> All Program subrecipients must comply with quarterly and annual federal reporting requirements<sup>2</sup> as well as “flow-down” requirements,<sup>3</sup> such as the Davis Bacon Act (“DBA”) and Build America, Buy America Act (“BABA”).

MassCEC seeks qualified consultants (“Applicants” or “Contractors”) that can provide subrecipient project management and federal compliance support. Selected Applicant(s) will work with MassCEC, grant subrecipients, and vendors to ensure compliance with federal flow-down and reporting requirements. MassCEC anticipates that the initial period of performance for Contractor support will be up to two (2) years, with the possibility of renewal.

**MassCEC is closely monitoring developments at the federal level that may impact the operations of, or the availability of funding for, the Program. Circumstances outside of MassCEC’s control may require that we delay, or cancel, awarding funds under this RFP.**

## II. ABOUT MASSCEC

The Massachusetts Clean Energy Technology Center (MassCEC) is a quasi-state economic development agency dedicated to accelerating the growth of the clean energy sector across the Commonwealth to spur job creation, deliver statewide environmental benefits and to secure long-term economic growth for the people of Massachusetts. MassCEC works to increase the adoption of clean energy while driving down costs and delivering financial, environmental, and economic development benefits to energy users and utility customers across the state.

MassCEC’s mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth’s climate goals, advancing Massachusetts’ position as an international climate leader while growing the state’s clean energy economy. MassCEC is committed to creating an

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<sup>1</sup> For more information about the Massachusetts Program and to review the Program RFP, see:

<https://www.masscec.com/program/request-proposals-iija-section-40101d>.

<sup>2</sup> Review federal reporting requirements here (Project Management Reporting Documents):

<https://netl.doe.gov/bilhub/grid-resilience/formula-grants/post-award-documents>

<sup>3</sup> See pp. 33-60 of the Program RFP for the Assistance Agreement between MassCEC and the Department of Energy which outlines the federal flow-down requirements:

[https://www.masscec.com/sites/default/files/documents/40101d\\_rfp\\_summer-fall\\_2024.pdf](https://www.masscec.com/sites/default/files/documents/40101d_rfp_summer-fall_2024.pdf)

organization where everyone is welcomed, supported, respected, and valued. We are committed to incorporating these in all aspects of our work to promote the fair distribution of the health and economic benefits of clean energy. MassCEC strives to lead and innovate in clean energy and climate solutions.

### III. PROGRAM GOALS AND DESCRIPTION

MassCEC is preparing to distribute funding from the Grid Resilience State and Tribal Formula Grants Program to subrecipients to execute grid resilience and reliability projects under our program Grants for Enhancing MA Grid Resilience and Reliability.

- The BIL defined eligible subrecipients as: electric grid operators; electricity storage operators; electricity generators; transmission owners or operators; distribution providers; fuel suppliers; and any other relevant entity, as determined by the Secretary of DOE.
- The BIL defined eligible project types to include: weatherization technologies and equipment; fire-resistant technologies and fire prevention systems; monitoring and control technologies; undergrounding of electrical equipment; utility pole management; relocation of power lines or the reconductering of power lines with low-sage, advanced conductors; vegetation and fuel-load management; use or construction of distributed energy resources (DERs) for enhancing system adaptive capacity during disruptive events, including microgrids and battery-storage subcomponents; adaptive protection technologies; advanced modeling technologies; hardening of power lines, facilities, substations, or other systems; and replacement of old overhead conductors and underground cables.

Please read more about the full program on our website here: <https://www.masscec.com/grants-enhancing-ma-grid-resilience-reliability>.<sup>4</sup>

MassCEC anticipates that it will make 10-15 awards to subrecipients from the first solicitation round,<sup>5</sup> which closed in October 2024. Based on subrecipient applications, project budgets range from approximately \$50,000 to \$3 million and will likely span a range of eligible entities and project types (listed above). Subrecipients will likely vary widely in size, resources, and experience implementing federal awards. The period of project performance is up to five (5) years but may be extended up to ten (10) years. MassCEC may open future solicitations for additional subrecipients, contingent upon continued annual allocations of funding.<sup>6</sup>

MassCEC seeks a Contractor to advise on general federal compliance and assist with the federal requirements that must be flowed down to subrecipients under the Program.<sup>7</sup> Given the novel and complex federal reporting requirements of this funding, and the types of expertise and personnel time implicated, MassCEC seeks support navigating compliance with the federal requirements. The

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<sup>4</sup> For more information on the program, refer also to the subrecipient project RFP here: [https://www.masscec.com/sites/default/files/documents/40101d\\_rfp\\_summer-fall\\_2024.pdf](https://www.masscec.com/sites/default/files/documents/40101d_rfp_summer-fall_2024.pdf).

<sup>5</sup> See more information about the first solicitation round here: <https://www.masscec.com/program/request-proposals-iiija-section-40101d>.

<sup>6</sup> MassCEC has received three (3) annual allocations and expects to receive additional allocations in 2025 and 2026.

<sup>7</sup> See pp. 33-60 of the Program RFP for the Assistance Agreement between MassCEC and the Department of Energy which outlines the federal flow-down requirements: [https://www.masscec.com/sites/default/files/documents/40101d\\_rfp\\_summer-fall\\_2024.pdf](https://www.masscec.com/sites/default/files/documents/40101d_rfp_summer-fall_2024.pdf).

Contractor will ensure that Project implementation and compliance are accurate and efficient and will help reduce compliance risk to MassCEC.

#### IV. ELIGIBILITY

An applicant or applicant team (each an “applicant”) may consist of one or more individuals, sole proprietors, professional consultants, institutions or companies with multiple employees. MassCEC encourages potential applicants to form a team (“Applicant Team”), if necessary, to provide all the requisite experience required for a given Program Scope. Proposals must be submitted by a single lead Applicant and clearly identify relevant Applicant team sub-vendor(s) with whom to jointly respond to this Request for Proposals (“RFP”) and the respective roles and experience.

#### V. ESTIMATED TIMELINE

This timeline is subject to change at MassCEC’s discretion.

Release of RFP	April 23 <sup>rd</sup> , 2025
Questions due to MassCEC via email to grid@masscec.com	Deadline Extended: May 9 <sup>th</sup> , 2025
Questions with Answers Posted to MassCEC Website	May 16 <sup>th</sup> , 2025
Proposals Due	Deadline Extended: May 27 <sup>th</sup> , 2025
Interviews of Top Applicants	June 2025
Notification of Award	June-July 2025

#### VI. SCOPE OF WORK

MassCEC anticipates that the scope of work will include the types of tasks outlined below over a two-year period, with potential for renewal. Given the novel and complex federal reporting requirements of this funding, MassCEC seeks an experienced Contractor that can advise MassCEC on general federal compliance best practices and lead compliance efforts for requirements specific to the Program. Applicants should be able to identify and advise on changes in compliance requirements and adapt to shifts in the scope of work to align with evolving Federal compliance requirements. Applicants are encouraged to propose additional or alternate tasks as appropriate.

##### Task 1: Project Compliance Support

Contractor will support MassCEC in ensuring subrecipient and MassCEC compliance with all federal requirements. Tasks may include:

- Identify all federal requirements that flow down to subrecipients and require compliance oversight for this Program.
- Develop subrecipient monitoring and administration procedures, including but not limited to creating an overall compliance framework for the program, a plan for monitoring and tracking subrecipient progress, and a plan for resolving subrecipient compliance issues.
- For MassCEC's contracts with subrecipients, review and provide guidance on federal compliance responsibilities related to subrecipient tasks and deliverables in the contractually-defined project scope of work.

#### Task 2: Federal Compliance Training Support

Contractor will provide training on federal compliance procedures and requirements as requested. Tasks may include:

- Develop materials and provide training to MassCEC staff on federal reporting and compliance requirements, including with the goal of transitioning certain routine types of work to MassCEC staff as feasible.
- Develop materials and provide training to subrecipients, and subrecipients' contractors on federal reporting and compliance requirements.

#### Task 3: Subrecipient Management and Federal Reporting

Contractor will provide subrecipient project management support and ensure subrecipient compliance with federal reporting requirements. Tasks may include:

- Monitor subrecipients to ensure compliance with applicable federal requirements including but not limited to the following:
  - Review financial management and performance reports to ensure accuracy.
  - Conduct regular check-ins with subrecipients to monitor progress and develop standard reporting procedures to MassCEC to report progress and barriers.
  - Notify MassCEC about any potential errors, deficiencies, and significant developments.
- Conduct onsite reviews as necessary, and up to quarterly, at project sites across Massachusetts.
- Providing training to MassCEC staff on compliance monitoring best practices and program-specific procedures.
- Report on any federal interest in real property.

#### Task 4: Oversight Requirements

Contractor will ensure compliance with federal requirements that flow down to subrecipients, including the Davis Bacon Act (DBA) and Build America Buy America (BABA) provisions. Contractor will identify and conduct necessary tasks for compliance, and direct MassCEC regarding how to efficiently achieve full compliance. Anticipated tasks are summarized below but are subject to change based on the evolving federal compliance landscape and the Contractor's assessment of necessary compliance activities, based on their experience.

**DBA Expected Compliance Tasks:**

- Coordinate required training on LCP Tracker<sup>8</sup> for MassCEC, subrecipients, and vendors.
- Ensure compliance by all subrecipients and vendors, including:
  - Posted notices at all work sites.
  - Compliance with federal wage determination rates.
- Manage LCP Tracker, including:
  - Subrecipient setup in LCP tracker.
  - Submit required forms from subrecipients (wage determinations, collective bargaining agreements, etc.).
  - Monitor compliance with weekly payroll submission and review payrolls of subrecipients.
- Notify MassCEC of any non-compliance issues or errors and assist MassCEC and subrecipients/vendors in maintaining compliance and/or correcting errors.
- Conduct onsite reviews, as needed.
- Cooperate with Department of Labor (DOL) investigations, as needed.
- Prepare and submit semi-annual DBA enforcement reports to DOE.

**BABA Expected Compliance Tasks:**

- Analyze BABA compliance across project portfolio and develop overarching compliance plan, including identifying which projects should pursue waivers.
- Oversee compliance, including:
  - Determine documentation standards to demonstrate compliance.
  - Assist subrecipients with gathering compliance documentation from manufacturers.
  - Verify compliance information provided by subrecipients.
  - Notify MassCEC of any potential non-compliance issues.
- Manage the waiver process:
  - Assist subrecipients with determining the necessity of waivers, potentially including the following:
    - Evaluate whether project components meet the requirements of the Small Projects/De Minimis/Minor Component General Applicability Waiver ([https://www.energy.gov/sites/default/files/2023-07/DOE-Final-%20Public%20Interest-%20Sm%20Grant%20De%20Minimis%20Minor%20Component%20-%20Final%20for%20posting%207.26.23\\_0.pdf](https://www.energy.gov/sites/default/files/2023-07/DOE-Final-%20Public%20Interest-%20Sm%20Grant%20De%20Minimis%20Minor%20Component%20-%20Final%20for%20posting%207.26.23_0.pdf)).
    - Conduct market research and analysis to determine availability of domestic sources, as detailed here: <https://www.energy.gov/management/doe-buy-america-requirement-waiver-requests>.
    - Compare costs of domestic versus foreign products.
    - Evaluate quality of domestic and foreign goods/materials against project specifications.

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<sup>8</sup> DOE has procured LCP tracker (<https://lcptracker.com/>) for recipients of the Section 40101(d) funding to document DBA compliance. All payroll submissions and approvals will be conducted in LCP Tracker.

- Review product supply chains and identify potential bottlenecks.
- If a waiver is required, determine the most appropriate waiver request category.
- Assist subrecipients with completing waiver request form.
- Note: the BABA waiver process is potentially time-intensive and detailed. Contractor team(s) should use existing information made publicly available by DOE and other entities, and to group or consolidate the research needed for waiver applications, to the full extent possible.
- Research and communicate best practices and evolving requirements/procedures to MassCEC staff, potentially including learnings from other states.
  - Monitor BABA waiver requests from other entities,<sup>9</sup> utilize any research that has already been conducted by other entities, and notify MassCEC of any relevant waiver requests.

#### Task 5: Additional Tasks

MassCEC expects that additional tasks may arise as more information about federal compliance requirements becomes available. Applicants are encouraged to propose additional or alternate expected tasks as appropriate based on their industry knowledge. Tasks may include, but are not limited to:

- Provide support on other federal compliance requirements, as necessary.
- Interact with DOE’s contracted Technical Assistance (TA) provider and assist MassCEC with requesting TA from DOE’s provider, as needed.

## VII. HOW TO APPLY

To respond to this RFP, submit a completed Proposal as outlined below. The submission must be in electronic form (one PDF file), including all relevant attachments, submitted via email to [grid@masscec.com](mailto:grid@masscec.com). “Grid Resilience – Federal Funding Compliance Support RFP” must appear in the email subject line.

Submissions must include the following:

- I. Cover page,
- II. Applicant’s Signature and Acceptance Form (Attachment A),
- III. Proposal (see the Proposal Requirements below),
- IV. Reviewed and revised copy, with all revisions clearly marked using Track Changes, of the Sample Agreement (Attachment B),
- V. Team Member Resumes (as an appendix), and
- VI. Supplemental materials (i.e. prior work examples, as optional appendices).

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<sup>9</sup> See list of waiver applications here: <https://www.energy.gov/management/doe-buy-america-requirement-waiver-requests>.

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## PROPOSAL REQUIREMENTS

Submission packages must include the following sections. Do not exceed the specified page limits.

**Executive Summary (1 page):** Applicants should provide a summary of their organization, their qualifications, their experience relevant to the Program, and their proposed approach to working with MassCEC and subrecipients.

**Statement of Qualifications (maximum 3 pages):** All responses must include a statement of qualifications, experience, and description of the Applicant, including:

- A brief description of the organization(s) involved in the applicant team, including major subcontractors. Include the date founded, history, size, project portfolio and location.
- An explanation of why the proposed organization or team is the best qualified to perform the work under the Scope. Describe prior related engagements as part of the justification. In addition, describe how the Applicant composes project teams to ensure that a variety of professional perspectives and backgrounds are represented. Please describe how the variation in perspectives on the Applicant team will help the team to accomplish the objectives outlined in the RFP.
- Describe how the team could support both MassCEC and its subrecipients and how it would assist subrecipients with little knowledge of federal compliance requirements.
- Identify key individuals who will be involved in the tasks. Provide one (1) to two (2) paragraph summaries of relevant technical and business expertise of these individuals. Submit resumes (as appendices) of all key applicant team members. Resumes should include education and experience that are relevant to the proposed work.
- If applicable, list MassCEC contracts awarded to the Applicant and/or any subcontractors in the past five (5) years.
- The selected Contractor will collaborate with communities across Massachusetts that have varying needs and experience in complying with federal requirements. Please describe how the proposed team brings demonstrated understanding of a wide variety of recipient needs and why the selected team possesses the best skill set to address these needs.

**Workplan Narrative (maximum 5 pages):** The Workplan describes work activities, deliverables and the timeline associated with completing the Scope provided in Section VI. The Workplan should describe each step or procedure required to accomplish each task, including who will perform it, how it will be performed and its intended result. Provide a project plan for working collaboratively with both MassCEC and subrecipients.

**Project Schedule (1 page):** All responses must include an estimated project schedule which lays out Applicant's suggested tasks based on the Scope of Work delineated in Section VI and estimated work days for completing each task. Applicants should plan for the contract term to be up to two (2) years, with the possibility for renewal. Identify any constraints or specific requirements for work scheduling. Propose a progress reporting schedule.

**Budget and Rate Sheet (maximum 5 pages):** Responses must include a detailed budget for the initial two-year term based on the project portfolio outlined in Section III, including information on rates of all



team members working on the project.<sup>10</sup> Where Applicants anticipate using outside expertise for a task, the Applicant should include estimated rates. Budgets may include a range of estimates, and applicants may propose several options based on their expertise and evaluation of MassCEC's needs. Budgets should include the following elements, at a minimum:

- Estimate of minimum number of hours and minimum cost (per subrecipient, as applicable) for each task
- Loaded average hourly rate costs
- Travel costs for site visits, including:
  - Cost per miles traveled (0-25, 25-50, 50-100, 100+ miles traveled)
  - Meal costs
  - Personnel costs
- Total cost estimate for current project portfolio. Applicants may provide a range of cost estimates based on proposed options.
- Total cost estimate if project portfolio increases (25% and 50% increase). Applicants may provide a range of cost estimates based on proposed options.

**References (1 page):** All responses must include references from at least two (2) clients of the Applicant, and preferably clients who have utilized the Applicant on matters related to the proposed technical services. These references must include a contact person, full address, an email address, and a phone number. Current and former MassCEC staff may be included as supplementary references for previous work conducted on behalf of MassCEC, but do not count toward the two-reference requirement.

**Under no circumstances will MassCEC accept responses past the deadline.**

## VIII. BUDGET

Applicants must provide an anticipated budget with the application. Budget evaluation will be a factor in the selection criteria. Awards will be made on a time and materials basis to one or more successful applicants. Applicants may seek subcontractors to strengthen their applications where appropriate.

MassCEC reserves the right to request modifications to proposed scopes and budgets, to make awards for only part of a proposal, and to make no award at all.

## IX. SELECTION CRITERIA

MassCEC is seeking comprehensive proposals from qualified entities to fulfill the scope of work in Section VI. All proposals must be responsive to all requirements outlined in this RFP. Applicant proposals will be evaluated on the following criteria:

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<sup>10</sup> Please note that contractor rates are not considered confidential in the case of a public records request. Please see Section XII for additional information on the Massachusetts Public Records law.

- Knowledge of and experience with federal reporting and compliance procedures, preferably related to BIL programs;
- Expertise in assisting entities, including government agencies, with federal reporting and compliance requirements, preferably including BABA and DBA;
- Demonstrated experience working collaboratively with a variety of entities, such as utilities, the private sector, and small government entities, to implement programs/projects, or specifically to conduct compliance tasks such as those outlined in this RFP;
- Familiarity with federal reporting tools, preferably including LCP Tracker;
- Prior experience creating and delivering trainings regarding federal compliance and reporting requirements to a variety of audiences;
- Demonstrated experience in providing project management services; and
- Cost of services.

Applications will be evaluated based on the following criteria:

<b>Criteria</b>	<b>Guiding Questions</b>	<b>Points</b>
Application Requirements	<ol style="list-style-type: none"> <li>1. Does the Application provide all of the information requested in this RFP?</li> <li>2. Does the Applicant plan to provide services commensurate with the services requested by MassCEC?</li> <li>3. Does the Application meet all the requirements of the RFP?</li> </ol>	10
Experience and Demonstrated Results of Consultant Team	<ol style="list-style-type: none"> <li>1. How relevant and extensive is the Applicant's experience and expertise in the field of work contemplated by this RFP? Does the Applicant have substantial experience providing the relevant services to government entities?</li> <li>2. What is the quality of the Applicant's performance on similar past assignments or its achievements related to the proposed work?</li> <li>3. Does the Applicant have substantial experience working collaboratively with entities including utilities, the private sector, and small government entities?</li> </ol>	30
Proposed Approach	<ol style="list-style-type: none"> <li>1. Does the Applicant demonstrate an understanding of the motivations and concepts underlying this RFP?</li> <li>2. Does the Applicant propose a comprehensive approach to compliance that meets the needs identified in the RFP?</li> <li>3. Are any proposed tasks not described in the RFP well-justified?</li> <li>4. Does Applicant propose a variety of options to account for the potential variability in number of subrecipients and evolving federal requirements?</li> </ol>	30

Budget	<ol style="list-style-type: none"> <li>1. Is the budget clearly itemized by cost per task and per subrecipient?</li> <li>2. Does the Applicant provide multiple budget scenarios based on variability in number of site visits and subrecipients?</li> <li>3. Is the budget allocation reasonable, appropriate, and well justified?</li> </ol>	30
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## X. CONTACT INFORMATION FOR QUESTIONS

Please submit all questions in writing to [grid@masscec.com](mailto:grid@masscec.com) by **Friday, May 9<sup>th</sup>, 2025, at 11:59 PM**. “Grid Resilience – Federal Funding Compliance Support RFP” must appear in the subject line. Responses to questions will be posted on the RFP page no later than **Friday, May 16<sup>th</sup>, 2025, at 5 PM**.

## XI. GENERAL REQUEST FOR PROPOSALS CONDITIONS

### NOTICE OF PUBLIC DISCLOSURE

As a public entity, MassCEC is subject to Massachusetts’ Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Applicants shall not send MassCEC any confidential or sensitive information in response to this RFP. If confidential information is submitted as part of the application and not clearly marked as confidential, such information may be made publicly available by MassCEC without further notice to the Applicant.

**Please note:** Consultant rate sheets will be considered a public record subject to disclosure.

### DISCLAIMER & WAIVER AUTHORITY

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. **MassCEC is closely monitoring developments at the federal level that may impact the operations of, or the availability of funding for, the Program. Circumstances outside of MassCEC’s control may require that we delay, or cancel, awarding funds under this RFP.**

MassCEC reserves the right to accept or reject any or all applications received, waive minor irregularities in submittal requirements, modify the anticipated timeline, request modification of the application, negotiate with all qualified Applicants, cancel or modify the RFP in part or in its entirety, or change the application guidelines, when it is in MassCEC’s best interests.

This RFP has been distributed electronically using MassCEC’s website. It is the responsibility of Applicants to check the website for any addenda or modifications to an RFP to which they intend to respond.

MassCEC accepts no liability and will provide no accommodation to Applicants who submit an application based on an out-of-date RFP document.

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## CONTRACT REQUIREMENTS

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the awarded applicant(s) will execute a contract, substantially in the form of the template agreement attached hereto as Attachment B, which will set forth the respective roles and responsibilities of the parties.

## ATTACHMENT A: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

### **[RFP Name] (the “RFP”)**

The undersigned is a duly authorized representative of the Applicant named below. The undersigned has read and understands the RFP requirements and acknowledges and confirms that the Applicant and each member of its team has read and understands the RFP Requirements. The undersigned acknowledges and agrees that all of the terms and conditions of the RFP are mandatory.

The undersigned and each Applicant and each member of its team acknowledges and agrees that (i) all materials submitted as part of the application are subject to disclosure under the Massachusetts Public Records Law, as explained in the RFP; (ii) that the Massachusetts Clean Energy Technology Center (“MassCEC”) has no obligation, and retains the sole discretion to fund or choose not to fund the application set forth herein; and (iii) that MassCEC’s receipt of the application does not imply any promise of funding at any time.

The undersigned and each member of the Applicant’s team understands that, if the Application is selected by MassCEC pursuant to this RFP, the Applicant will execute and deliver an agreement to be provided by MassCEC that shall set forth the terms and conditions, together the respective roles and responsibilities of the Applicant, and each member of its team, and MassCEC, with respect to the project described in the RFP.

I certify that the statements made in this Application, including all attachments and exhibits, are true and correct.

Applicant: \_\_\_\_\_

(Printed Name of Applicant)

By: \_\_\_\_\_

(Signature of Applicant or Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT B: SAMPLE AGREEMENT

### AGREEMENT FOR SERVICES

This **AGREEMENT FOR SERVICES** (the “Agreement”), effective as of [Date – M/D/YYYY], the (“Effective Date”), is by and between the **Massachusetts Clean Energy Technology Center** (“MassCEC”), an independent public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”) with a principal office and place of business at 294 Washington Street, Suite 1150 Boston, Massachusetts, 02108, and [fill in **COMPANY NAME AND PRINCIPAL PLACE OF BUSINESS**] (“Contractor”) (each a “Party” and together the “Parties”).

**WHEREAS**, [provide an introduction to the Agreement, why it is being entered into, provide facts about the relationship and goals of the parties, the nature of the contract, Program definition, and mention other related transactional documents];

**WHEREAS**, [use as many clauses as necessary]; and

**WHEREAS**, MassCEC desires to retain Contractor to provide certain services described more fully herein, and Contractor desires to provide MassCEC said services, all in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, MassCEC, and Contractor agree as follows:

1. **Scope of Services:** Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 1 attached hereto (the “Services”), which exhibit is incorporated by reference. This Agreement shall apply to all Services provided from time to time by Contractor to MassCEC during the Term, as defined below. Contractor shall perform the Services in accordance with schedule in Exhibit 1 (the “Schedule”).
2. **Deliverables:** Contractor shall provide all deliverables described in Exhibit 1 (the “Deliverables”).
3. **Payment:**
  - a. **FIXED FEE:** MassCEC shall pay Contractor an aggregate amount of up to \$[fill in **AMOUNT**] (the “Fee Amount”) to perform the Services. The Fee Amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement.] **HOURLY FEE:** MassCEC shall pay Contractor at the hourly rate of \$[fill in **AMOUNT**] per [fill in **AMOUNT OF TIME**] to perform the Services. Such payments shall not exceed \$[fill in **AMOUNT**] in total (the “Fee Amount”). The Fee Amount shall be the sole and complete compensation for Services performed by Contractor under this Agreement. Contractor shall enroll in MassCEC’s Automated Clearinghouse (“ACH”) system to receive payment by completing the ACH enrollment form attached to this Agreement in Exhibit 2

and submitting it to [AP@masscec.com](mailto:AP@masscec.com) at or before the submission of their first invoice. Any changes to the information in the ACH form must be submitted to [AP@masscec.com](mailto:AP@masscec.com) through an updated ACH enrollment form within thirty (30) days of any such change.

- b. Contractor shall submit to MassCEC reasonably detailed invoices [**each quarter/each month**] describing the Services rendered during the invoice period, and such invoices shall become payable within forty-five (45) days of receipt by MassCEC. Invoices shall provide reasonable documentation of evidence of costs incurred including, but not limited to:
  - I. **[IF APPLICABLE] Staff Charges:** staff charges for each employee, the employee's name, title, number of hours worked, and hourly rate; and
  - II. **[IF APPLICABLE] Direct Materials/Other Direct Costs:** all direct materials and other direct costs, itemized.

Contractor shall promptly provide MassCEC with any additional documentation or information upon MassCEC's reasonable request. Contractor shall submit invoices by email to MassCEC's Project Managers listed in Section 7(a) and carbon copy [AP@masscec.com](mailto:AP@masscec.com).

- c. **Condition Precedent.** The Parties agree that a condition precedent to the Contractor performing work under the Agreement or MassCEC paying any of the Fee Amount is the availability of funding for the Program. Contractor shall not start work or incur costs under this Agreement until receiving written confirmation from MassCEC's Project Manager (identified below) that this condition precedent has been satisfied.
4. **Term:** This Agreement shall take effect as of the Effective Date, and shall remain in effect for [**fill in NUMBER OF DAYS/YEARS or until DATE – NOTE: Include sufficient time for invoicing/payment**] (the "**Term**"), unless terminated in accordance with Section 9 herein.
5. **Access and Use:** Contractor agrees to provide all contributions made in the scope of the Services as a work made for hire for MassCEC, which shall own all rights, including without limitation copyrights and patents, in materials Contractor prepares and delivers to MassCEC or its customers or clients or others on its behalf, and which shall have the right to use them in any way without additional payment to Contractor. In the event that Contractor's contributions are for any reason deemed not to have been a work made for hire, Contractor hereby assigns to MassCEC any and all right, title, and interest that the Contractor has, including any copyright or patent, in the work created or performed in the scope of the Services. Contractor, both during the Term and subsequently, shall cooperate with MassCEC to perfect, enforce, defend, and prosecute all such rights.

Contractor represents and warrants that Contractor's contribution will not infringe on any copyright, right of privacy, or personal or proprietary rights of others. If Contractor delivers or uses materials subject to the rights of any third parties (e.g., requiring permission from a copyright owner), Contractor will provide all information required of the person or entity to use such materials without infringing on any copyright, right of privacy, or other personal proprietary right of such third party. If Contractor provides to MassCEC or uses in the performance of the Services any material to

which Contractor claims copyright, patent, or other interests or rights for itself, such use or delivery shall be deemed to be an assignment of such material, interests, and rights to MassCEC, unless a contrary agreement is reached in writing, between the Parties, prior to such delivery or use.

6. **Contractor's Representations, Warranties, and Certifications:** As of the Effective Date of this Agreement, Contractor hereby represents, warrants, and certifies under the pains and penalties of perjury as follows:
- a. Contractor is duly authorized to enter into this Agreement.
  - b. Contractor and all personnel to be employed or engaged by Contractor under this Agreement ("Project Personnel") are fully capable and qualified to perform the Services and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform any and all of the Services.
  - c. Contractor and its Project Personnel are familiar with, and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders, or requirements of the Commonwealth and other governmental authorities applicable to or implicated by the subject matter of this Agreement.
  - d. Contractor and its employees are independent contractors of MassCEC, and not employees, partners, or joint-venturers of MassCEC. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature and imposed by any authority, including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to worker's compensation, codified at M.G.L. c. 152.
  - e. Contractor certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the Term of this Agreement. CONTRACTOR ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Contractor will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Contractor's responsibility and shall not relieve Contractor of any responsibility to MassCEC.
  - f. Contractor agrees to comply with all applicable federal and state and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting



fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.

- g. Contractor represents and warrants that all of Contractor's Project Personnel are eligible to work in the United States at the time of execution of this Agreement and that Contractor shall comply with its continuing obligation to ensure such status for the Term.
- h. Contractor agrees and acknowledges that MassCEC is relying upon Contractor to provide the Services in a competent, complete, and professional manner, and, accordingly, Contractor performance under this Agreement shall be conducted with due diligence and in accordance with the highest industry standards of professionalism and competence.
- i. Contractor is registered and in good standing with the Secretary of the Commonwealth of Massachusetts's Office.
- j. Contractor represents and warrants that Contractor is not debarred or suspended from receiving funds in consideration of performing the Services and is not listed on the governmentwide exclusions in the System for Award Management (the "SAM") in accordance with the Office of Management and Budget's (OMB) guidelines at 2 C.F.R. 180 implementing Executive Orders, 12549 and 12689. Further, in no event shall Contractor assign or in any way transfer any interest in Contractor's rights or obligations under this Agreement to any third party that is listed on the governmentwide exclusions in the SAM.
- k. [Include if contract is for an amount exceeding \$100,000] **Byrd Anti-Lobbying:** Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or other award covered by 31 U.S.C. 1352. Further, Contractor shall require that any subcontractor of Contractor or other assignee of Contractor's rights or obligations pursuant to this Agreement shall provide Contractor the same certification Contractor has provided to MassCEC pursuant to this Section and provide a copy of such certification to MassCEC.
- l. In the course of providing the Services, Contractor shall not use products or services that incorporate telecommunications or surveillance equipment or services produced by: (1) Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology

Company or any subsidiary or affiliate of those entities or (2) any entity owned or controlled by the government of a foreign country.

- m. [Include if contract is for an amount exceeding \$1500,000] **Clean Air Act and Federal Water Pollution Control Act:** Contractor shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33. U.S.C. 1251-1387). Violations shall be reported to the EPA's Region 1 Office located in Boston, Massachusetts.

## 7. Project Managers:

- a. MassCEC and Contractor have designated the following persons to serve as Project Managers to support effective communication between MassCEC and Contractor and to report on the Project's progress (the "Project Managers").

For Contractor:

[First Name Last Name], [Title] ([phone number] / [email]@)

For MassCEC:

[First Name Last Name], [Title] ([phone number] / [\[email\]@masscec.com](mailto:[email]@masscec.com))

- b. Contractor shall be required to obtain prior written approval from MassCEC to make any change to its Project Managers. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, in compliance with the notice provisions of Section 8.

- 8. **Notice:** Any notice hereunder shall be in writing and shall be sent either by (i) email or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager(s) listed in Section 7(a) at the address indicated in the preamble of this Agreement (or to such other address as a Party may provide by notice to the Party pursuant to this Section), and shall be effective (x) at dispatch, if sent by email or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, (z) if sent by first class mail, five (5) days after its date of posting.

## 9. Termination:

- a. MassCEC may terminate this Agreement at any time, in the exercise of its sole discretion. In the event of such termination, compensation shall be paid by MassCEC to Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.
- b. This Agreement may be terminated by either MassCEC or Contractor at any time for a material breach of any term of the Agreement.

- c. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate MassCEC action inconsistent with performing its obligations under this Agreement.
  - d. In the event of such termination, compensation shall be paid by MassCEC to Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.
  - e. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 6, 8, 9, 10, 12, 13, 14, 15, 17, 18, 20, 21, and 23 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.
10. **Assignment and Subcontracting:** MassCEC may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of MassCEC's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of MassCEC, nor shall Contractor subcontract any services to anyone without the prior written consent of MassCEC.
11. **Conflicts of Interest:** Contractor acknowledges the application of the Commonwealth's Conflict of Interest Law, codified at M.G.L. c. 268A to the subject matter of this Agreement and that Contractor's Project Personnel, and Contractor's subcontractor's personnel, if any, may be considered "special state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the Term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Commonwealth's Conflict of Interest Law.
12. **Audit:** Contractor shall maintain books, records, and other compilations of data pertaining to its activities pursuant to this Agreement to the extent and in such detail as to properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not expressly permitted under

this Agreement, Contractor shall refund to MassCEC the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.

**13. Indemnification:**

- a. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Contractor, its officers, directors employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Contractor, its officers, directors, employees, agents, subcontractors, or assigns. Without limiting the foregoing, Contractor shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed due to the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees, subcontractors, or assigns.
- b. In no event shall either Party be liable for any indirect, incidental, special, or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business) arising out of or related to Contractor's, its officers', directors', employees', agents', subcontractors', or assigns' performance of Services under this Agreement, even if advised of the possibility of such damages.

**14. Confidentiality:**

- a. Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the Services in accordance with reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c. 66A implicated by the subject matter of this Agreement.
- b. In connection with the performance of the Contractor's Services, Contractor will be exposed to and have access to MassCEC's confidential and proprietary information and information that MassCEC's employees, applicants, consultants, affiliates, licensors, customers, vendors, and others have entrusted to MassCEC that may include, but is not limited to, trade secrets, know-how, or other intellectual property, financial, and commercial information, marketing and servicing information, costs, business affairs, future plans, employee compensation, employee personnel information, programs, databases, operations, and procedures (collectively, "Confidential Information") to which Contractor did not have access prior to performing Services of MassCEC, and which Confidential Information is of great value to MassCEC. Contractor, at all times, both during and after any termination of this Agreement by either party, shall not in any manner, directly or indirectly, use any Confidential Information for Contractor's own benefit, or divulge, disclose, or communicate in any

manner, or otherwise make available such Confidential Information, unless expressly authorized to do so in writing by an officer of MassCEC. Confidential Information shall not include (i) information which was in the public domain at the time of disclosure to Contractor; (ii) information which is or becomes generally known or available to the public through no act or failure to act on the part of Contractor; or (iii) information the disclosure of which is required by law or court order, provided the Contractor gives to MassCEC prompt, prior written notice of any such disclosure.

- c. Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees, and subcontractors to comply with, the provisions of this Section. Contractor agrees, for itself and for its agents, officers, directors, employees, and subcontractors, as follows:
  - I. Not at any time, whether during or after the termination of this Agreement, to divulge, disclose, or reveal to any person any Confidential Information, whether or not such information is produced by Contractor's own efforts, except (A) as specifically required in connection with the fulfillment of Contractor's obligations hereunder, or (B) as otherwise directed by MassCEC in connection with a disclosure request under M.G.L. c. 66 (the "Public Records Law"), a request for discovery, subpoena, court, or administrative order or other compulsory legal process, disclosure requirement or request relating to such Confidential Information;
  - II. Not at any time, whether during or after the termination of this Agreement, use any Confidential Information for Contractor's direct or indirect financial or other benefit or for the benefit of any Person related to or affiliated with Contractor or with whom Contractor is now or hereafter associated, other than MassCEC, nor will Contractor use or attempt to use any Confidential Information in any manner which could reasonably be expected to injure or cause loss, whether directly or indirectly, to MassCEC or any applicable third party;
  - III. In the event that Contractor (or any of its agents, officers, directors, employees, or subcontractors) is questioned about Confidential Information by anyone who has not demonstrated to Contractor that it is authorized to receive or have access to such Confidential Information, or is asked to provide Confidential Information to any such Person, Contractor agrees to promptly notify MassCEC and respond to the inquirer in accordance with MassCEC's instructions; and
  - IV. Not at any time, whether during or after the termination of this Agreement, reproduce any materials containing Confidential Information except to the extent necessary to perform Contractor's obligations under this Agreement, nor make or use (or permit any of its agents, officers, directors, employees, or subcontractors to use) any materials other than in connection with the performance of Contractors' obligations under this Agreement and for the benefit of MassCEC, it being understood and agreed that all materials are,

shall be and shall remain the sole and exclusive property of MassCEC, and immediately upon the termination of the Agreement for any reason, Contractor shall deliver all copies of MassCEC's confidential materials and all other property of MassCEC in its direct or indirect possession or control to MassCEC, at its main office. In addition, Contractor shall, upon termination of the Agreement, within ten (10) days, return all materials and Confidential Information, held by Contractor as data stored on computers, floppy disks, CD-ROMs, or other electronic media.

- d. Contractor shall collaborate directly with MassCEC to prepare any public statement, media strategy, webpage update, or announcement relating to or bearing on the work performed or data collected under this Agreement, or to prepare any press release or for any news conference in which MassCEC is concerned or discussed. The aforementioned includes, but is not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relate to this Agreement or MassCEC.
- e. Notwithstanding the foregoing, Contractor is hereby notified that in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. Sec. 1833(b)), as amended, Contractor will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

15. **Public Records and CTHRU:** As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Contractor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. Contractor agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Agreement.

[Always include] Contractor agrees and acknowledges that MassCEC shall have the right to disclose the name of Contractor and/or payee, the amount of any payments under this Agreement and any other information it may deem reasonably necessary on CTHRU, the Commonwealth's online database of state spending, or any other applicable state spending website.

16. **Tax Forms:** MassCEC will record payments to Contractor on, and provide to Contractor, a United States Internal Revenue Service ("IRS") Form 1099, and MassCEC will not withhold any state or federal employment taxes on Contractor's behalf. Contractor shall be responsible for paying all such taxes in a timely manner and as prescribed by law. Contractor shall provide MassCEC with a properly completed IRS Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding payment until such W-9 is received. The W-9 must be emailed to [AP@masscec.com](mailto:AP@masscec.com).

For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to [AP@masscec.com](mailto:AP@masscec.com).

**17. Choice of Law:**

- a. This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding, or arbitration hereunder.
- b. This Section shall not be construed to limit any other legal rights of the Parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing, and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests pending completion of the arbitration proceedings.

**18. Independent Status:** Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent between MassCEC and Contractor, its officers, directors, employees, agents, or assigns.

**19. Counterparts:** This Agreement may be executed in two (2) or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**20. Severability:** Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.

**21. Amendments and Waivers:** MassCEC may amend Section 15 (without any action by Contractor) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 8. Except as provided in the immediately preceding sentence, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of

the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.

22. **Force Majeure:** Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.
23. **Binding Effect, Entire Agreement:** This Agreement shall be binding on the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no Person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:
- a. Exhibit 1: Scope of Services
  - b. Exhibit 2: ACH Enrollment Form

[Rest of Page Intentionally Blank]



**In witness whereof**, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the Effective Date.

**Massachusetts Clean Energy Technology Center**

**[Contractor Name]**

**By:**

**By:**

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

**Federal Tax ID No.:**

**Exhibit 1**  
**SCOPE OF SERVICES: Project Plan, Deliverables, and Schedule**

- I. Project Plan [provide a description of the project]
- II. Payment Terms [describe payment terms and the invoicing process. Make sure this section is consistent with the terms of Section 3]
- III. Schedule and Deliverables

EXAMPLE TABLE

Task Number	Task Description	Milestone/Deliverable	Completion Date	Payment Amount
1				
2				
3				

**Exhibit 2 – ACH Enrollment Form**  
Please submit completed form to [AP@masscec.com](mailto:AP@masscec.com)

<b>Part I: Reason for Submission</b>		
<input type="checkbox"/> New Enrollment	<input type="checkbox"/> Change Enrollment	<input type="checkbox"/> Cancel Enrollment
Document Included		
<input type="checkbox"/> Voided Check	<input type="checkbox"/> Bank Letter	

<b>Part II: Account Holder Information</b>
Account Holder Legal Name
dba Name
Legal Address Number, Street, Apartment/Suite Number
City, State, Zip Code
Account Holder Tax Identification Number Employer Identification Number (EIN) Social Security Number (SSN)

<b>Part III: Financial Institution Information</b>		
Financial Institution Name		
Routing Number	Account Number	Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings
If this is an Enrollment Modification, you must include your old financial institution information or your request will be returned.		
Old Financial Institution Name		
Old Routing Number	Old Account Number	Old Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings

<b>Part IV: Vendor/Customer Information</b>	
This is the person we will contact for any questions regarding this ACH Authorization	
Contact Person's Name	Contact Person's Title
Contact Person's Phone	Contact Person's Email

**Part V: Authorization**

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the Massachusetts Clean Energy Center to initiate, change, or cancel credit entries to the account(s) as indicated on this form.

For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

☐ I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account

☐ I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Massachusetts Clean Energy Center has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford MCEC a reasonable opportunity to act upon it.

Account Holder Authorized Signature	Print Name
Title	Date