



Request for Proposals: Professional Services Support for Equity Workforce Grantees and Programming

Date of Issue: September 12, 2023

Proposals Due: Rolling through December 1, 2023

Total Funding Available: \$220,000

All proposals must be submitted to:
workforce@masscec.com

I. SUMMARY

Through this Request for Proposals (“RFP”), the Massachusetts Clean Energy Center (“MassCEC”) seeks qualified individuals or organizations (“Applicants”) to provide direct technical assistance to the recipients of MassCEC’s Equity Workforce Grants¹ (“Equity Workforce Grants”), design virtual and in-person group technical assistance offerings, and support broader program development and improvement efforts.

MassCEC’s Equity Workforce Programs seek to expand access to career and business opportunities in climate-critical fields. A robust, well-trained, and inclusive workforce is vital to achieving and sustaining the Commonwealth’s climate goals, including Net Zero in 2050. The equity workforce programs address the need to grow Massachusetts’ clean energy workforce by prioritizing diversity, equity, and inclusion efforts across the full spectrum of economic opportunity, aiming to produce both an increasingly diverse bench of highly trained new workers and a wider array of thriving minority and women-owned business enterprises to help lead climate-critical work.

Equity Workforce programming is focused on supporting one or more of the following populations²:

- Existing or emerging Massachusetts-based Minority and Women-Owned Business Enterprises (“MWBEs”) companies operating or expanding into climate-critical fields;
- Individuals from Environmental Justice (“EJ”) Neighborhoods or low-income communities;
- Members of federally recognized or state-acknowledged tribes;
- Members of underrepresented communities in the clean energy workforce; and
- Current or former workers from the fossil fuel industry (“Fossil Fuel Workers”).

Grantees are awarded planning, capacity-building, or implementation grants for programming that falls within one or more of the following categories:

- Career Pathway Training Leading to Employment in Climate-Critical Priority Occupations
- Clean Energy Career Awareness, Career Exploration, and Preparedness

¹ To learn more about these programs, please visit: <https://www.masscec.com/workforce/workforce-equity-programs>

² Please refer to Section IV of this RFP for more complete definitions of the target populations and entities.

- Business Support Services Leading to the creation or expansion of MWBEs in Climate-Critical Fields

As such, successful applicants for this RFP will have the skills and experiences to enable a diverse set of grantees to develop and execute detailed plans that meet the broader program goals.

MassCEC is seeking applicants with experience in all or most of the following areas to apply:

- Workforce development, specifically knowledge of best practices for engaging residents of EJ neighborhoods and other underserved populations;
- Small business support, specifically focused on addressing common barriers experienced by MWBEs;
- Experience supporting the development of project or program deliverables;
- Knowledge of public and private workforce development funding opportunities and common grant proposal expectations;
- Demonstrated network of relevant partners and resources;
- Ability to provide in-person and remote training and support; and
- Understanding of the clean energy ecosystem in Massachusetts.

MassCEC plans to contract with three (3) to four (4) applicants to offer technical assistance and program improvement services as more fully described in Section 5: Project Scope.

Applications will be accepted and evaluated on a rolling basis through 11:59 pm on December 1, 2023.

II. ABOUT MASSCEC

MassCEC is a 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 a diverse, equitable, and inclusive organization where everyone is welcomed, supported, respected, and valued. We are committed to incorporating principles of diversity, equity, inclusion, and environmental justice in all aspects of our work in order to promote the equitable distribution of the health and economic benefits of clean energy and

support a diverse and inclusive clean energy industry. MassCEC strives to lead and innovate in equitable clean energy and climate solutions.

III. PROGRAM GOALS AND DESCRIPTION

MassCEC is focused on building capacity for partners to develop and deliver high-quality workforce development training and business development opportunities across climate-critical occupations for Massachusetts residents. Much of the work solicited under this RFP is necessary to provide the Equity Workforce Grant Recipients with the support and guidance required to plan and implement their programming successfully.

Funds for this program will be expended from the Equity Workforce Training Fund, created through the March 2021 Climate Legislation, *An Act Creating a Next Generation Roadmap for Massachusetts Climate Policy*. Pursuant to this legislation, \$12 million annually in funding is provided to support one or more of the following populations:

- Existing or emerging MWBEs operating or expanding into climate-critical fields;
- Individuals from EJ Neighborhoods or low-income communities;
- Members of federally recognized or state-acknowledged tribes;
- Members of underrepresented communities in the clean energy workforce; and
- Fossil Fuel Workers.

MassCEC's Equity Workforce Technical Assistance and Program Development Goals:

- Utilize individual coaching and small group cohort sessions to support grantees in conducting effective internal processes that lead to solid and timely deliverables and impactful program outcomes;
- Encourage an increased understanding of relevant implementation best practices through guidance and supporting tools;
- Strengthen and expand relevant grantee partnerships by providing guidance and referrals as needed;
- Foster an engaged professional learning community of practice through small to medium-sized group virtual meetings and larger in-person convenings;
- Conduct targeted desktop research and qualitative interviews with stakeholders to determine emerging best practices to advance program quality;
- Provide effective project management and oversight to achieve the relevant technical assistance of program development tasks;
- Provide the MassCEC workforce team with regular updates on grantee progress and areas for concern; and
- Collaborated effectively with all grantees and relevant MassCEC staff to reach the best possible outcomes.

IV. ELIGIBILITY

Eligible Applicants may be individuals, organizations, or a partnership/team with a range of expertise and experience to deliver a comprehensive proposal. If multiple parties are jointly applying, one party should take on the role of lead applicant for the application team and be responsible for signing Attachment 1, executing a contract with MassCEC (if selected), and receiving funds from MassCEC.

The following includes, but is not limited to, entities that may be interested in applying:

- Sole proprietors;
- Consultant groups with experience in workforce development;
- Workforce Development Organizations, both Non-Profit and For-Profit;
- Community-based entities (often called community-based organizations) with relevant experience implementing similar programming focused on climate-critical occupations for relevant target populations;
- For-profit entities such as training companies, trade associations, or other coalitions of businesses; and
- Post-secondary institutions.

Additional eligibility notes:

Applicants must:

- Be based in Massachusetts or have staff in Massachusetts who will support the proposed work;
- Have workforce development experience and demonstrate a history of effectively supporting programming devoted to serving participant populations consistent with the program model;
- Have experience providing guidance, mentorship, and support on workforce-related program development;
- Demonstrate a deep understanding of the state's workforce system and/ or small business and broader economic development system with a clear awareness of regional strengths and challenges;
- Have knowledge and understanding relevant to clean energy workforce development and clearly articulate these linkages to specific climate-critical occupations or fields; and
- Be prepared to provide technical assistance on a range of relevant topics, including program design, recruitment and retention strategies tailored to the target populations, effective partnership development, and clean energy industry training considerations.

V. ESTIMATED TIMELINE

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

Release of Request for Proposal	September 12, 2023
Deadline to Submit Written Questions due to MassCEC via email to workforce@masscec.com	November 3, 2023
All Answers to Written Questions Posted on the MassCEC Website	Biweekly from September 15 to November 10, 2023
Applications Due	Rolling basis through 11:59 pm on December 1, 2023
Applicant Interviews	As needed
Notification of Award (Anticipated)	Within 4 to 6 weeks of an application

VI. SCOPE OF WORK

This RFP is divided into three (3) scopes of work. Applicants can apply for one, two, or all three scopes of work. Preference will be given to applicants who can successfully cover multiple scopes. Contracts will be awarded for one or two-year periods depending on the scope of work or combination of scopes of work.

Scope 1: Technical Assistance for Equity Workforce Grantees

- Provide high-quality technical assistance to a caseload of six to twelve grantees working on combination of Equity Workforce Training and/ or MWBE Support planning, capacity, and implementation grants³;
- Review all relevant materials from the grantee's procurement and contracting process;
- Develop clear focus areas for technical assistance and associated benchmark goals based on feedback from the grant proposal review committee and thoughtful analysis of the grantee proposals;
- Deliver technical assistance that seeks to address these focus areas and goals through a mix of grantee support materials, in-person convenings, small-group cohort virtual meetings, and individual virtual meetings;
- Collaborate on the design and co-facilitation of two annual in-person multi-hour convenings for all the grantees. *(FY 24 convening dates are Tuesday, October 24th and*

³ To learn more about these programs, please visit: <https://www.masscec.com/workforce/workforce-equity-programs>

tentatively March 7th. The March convening will substantially coincide with a half-day Western Mass Workforce Summit being organized by MassCEC. Grantees will be expected to attend the convening and additionally will be invited to participate in the Western Mass Workforce Summit. Applicants may be requested to provide equity-focused content support for the Western Mass Workforce Summit.)

- Develop custom tools to support best practices relevant to the grant goals;
- Review and provide feedback to grantees on the major grant deliverables, such as plan outlines and the final implementation plans for planning grantees and programmatic outcome tracking for implementation grants; and
- Track grantee progress and provide timely updates through a shared tracking document.

Scope 2: Program Development and Improvement Research

- In collaboration with MassCEC staff, scope a program development/ improvement research plan on one or more of the following topics:
 - a. The design and launch of a companion program to the current MWBE Support Program that would address the needs of individual MWBEs for support accessing working capital;
 - b. Identifying ways to expand the Equity Workforce Training grant program to include more strategic support for one or more of the following groups (Members of federally recognized or state-acknowledged tribes, current or former fossil fuel workers, workers with limited English language proficiency, returning citizens, workers with disabilities, underrepresented populations in the clean energy sector);
- Complete desktop research on the project(s);
- Design and conduct stakeholder interviews to learn more about statewide and regional needs and practices relevant to the topic(s);
- Prepare an internal recommendation memo(s);
- Design and facilitate internal design sessions with relevant MassCEC staff to translate the findings of the recommendation memo(s) to program development/ improvement execution steps; and
- Develop external-facing products (for example, 2–3-page best practice briefs or 1-2 program model overview documents).

Scope 3: Planning and Facilitation Support for a Western Mass Clean Energy Workforce Summit

(Please note that the tentatively planned date for the summit is March 5th or 7th. Also, the plan is for this event to substantially coincide with the March TA Convening for the Equity Workforce Grantees)

- Facilitate virtual workgroup planning sessions every 4-6 weeks from October through March with a group of already identified planning group members that include employers, economic development, workforce development, and education/training professionals;

- Review and organize others’ review of session proposals;
- Provide feedback on which sessions should be included as proposed, modified/ combined to be included, or not included;
- Work with presenters and workshop facilitators in January/ February to refine presentation/ workshop plans;
- Produce the text for high-level and detailed summit agendas;
- Collect and track summit materials;
- Coordinate with MassCEC staff supporting the summit development and logistics; and
- Be present on the day of the summit to support key details and execution of the event.

VII. HOW TO APPLY

To apply, Applicants should follow the below steps:

- 1) Review this RFP to develop an understanding of the funding;
- 2) Review the Equity Workforce Grants RFPs and *Powering the Future: A Massachusetts Clean Energy Workforce Needs Assessment*⁴;
- 3) Submit any questions about this RFP to workforce@masscec.com and review answers to any potential applicant questions, which will be regularly added to the Q&A section of the RFP webpage;
- 4) Develop a proposal submission that demonstrates the ability of the Applicant to meet the project scopes applied for and includes all the requirements outlined below, not to exceed sixteen (16) pages, inclusive of all attachments;
- 5) Review the sample contract included in Attachment 2, detailing any proposed changes or additions to the sample contract as needed;
- 6) Review and sign Attachment 1;
- 7) Combine the complete application into a single pdf and submit it by email to workforce@masscec.com with “**Professional Services Support for Equity Workforce Grantees and Programming**” in the subject line.

A complete application must include:

1. Full contact information about the lead applicant, including address, phone number, and email address;
2. Brief overview of which scope(s) of work the applicant is applying for and a summary of qualifications/ approach to the proposed scope(s) of work;
3. Statement of approach to working on equity-focused programming;

⁴ Equity Workforce RFPs can be accessed at <https://www.masscec.com/workforce/workforce-equity-programs>, and the Workforce Needs Assessment can be accessed at <https://www.masscec.com/resources/massachusetts-clean-energy-workforce-needs-assessment>

4. Proposed hourly rates (If hourly rates vary across staff or subcontractors, please include a clear breakdown. Also, please note that MassCEC will not reimburse for direct costs like expenses and travel. Your hourly rate should incorporate any anticipated direct costs.);
5. Resumes or bios for relevant staff;
6. Three references that can attest to the applicant's ability to execute on the scope(s) of work effectively;
7. Attachment 1: Authorized Applicant's Signature and Acceptance Form; and
8. (Optional) Attachment 2: Feedback on sample contract.

Complete application submissions will be accepted on a rolling basis through **11:59 PM on Friday, December 1st**. Under no circumstances will MassCEC accept responses past the deadline.

VIII. SELECTION CRITERIA

Applicant proposals will be evaluated on the following criteria:

1. Capacity of proposed services and deliverables to meet the technical assistant and program development goals;
2. Qualifications of the organization and individuals, including the ability to thoughtfully support equity-focused workforce development program design and implementation planning; and
3. Value of the services proposed in relation to the proposed rates.

IX. BUDGET

MassCEC plans to contract with three to four applicants to offer technical assistance and program improvement services as more fully described in Section 5: Project Scope. The total budget for these contracts is Two Hundred Twenty Thousand Dollars (\$220,000). Individual contract awards will vary based on the proposed services and contract duration.

XI. CONTACT INFORMATION FOR QUESTIONS

For all questions on Training Provider RFP, please email workforce@masscec.com

XII. 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.

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 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 its 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.

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 Sample Agreement attached hereto as Attachment 2, which will set forth the respective roles and responsibilities of the parties.

ATTACHMENT 1: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

Professional Services Support for Equity Workforce Grantees and Programming (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: _____

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, 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. 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.]
 - 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.

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.

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)

- 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. This Agreement may be terminated by either MassCEC or Contractor at any time for a material breach of any term of the Agreement.
 - b. 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.
 - c. 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.
 - d. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 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 relates 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:

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

[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				
