



Request for Proposals:
Clean Energy Career Awareness Resources

RFP Number: MassCEC-WFD-2023-CECAR

Date of Issue: September 5th, 2023
Proposals Due: October 3rd, 2023
Total Funding Available: \$1,040,000

All proposals must be submitted to:
Workforce@MassCEC.com

I. SUMMARY

The Massachusetts Clean Energy Technology Center (“MassCEC”) is requesting proposals from eligible applicants (as set forth in Section IV of this RFP) (“Applicants”) with significant expertise and experience in creating learner-centered curricula, short point of view documentary videos, interactive clean energy career websites and/or hands on classroom materials for implementation to students across the state taking part in career and college readiness programs that include exposure to and experience in clean energy career pathways. The curriculum will be based on state frameworks, multimodal in design, and agile modular, to allow teachers to adapt the implementation to fit their classrooms best.

MassCEC has four (4) priority focus areas (net zero grid, high performance buildings, offshore wind, and clean transportation) that structures its work to help the state meet its Clean Energy and Climate Plan goal of net zero emissions by 2050. This clean energy careers pathway curriculum will be focused on career pathways within those four (4) areas to create a pipeline of workers to help achieve that goal.

Applications are due by 11:59 pm on October 3, 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. BACKGROUND AND GOALS

Massachusetts is a global leader in clean energy, with over 104,000 clean energy workers in the state today, and by 2030 there will be as many as 38,000 new jobs created for the clean energy sector¹. The strong growth of this sector presents a unique opportunity for secondary students in Massachusetts to engage with potential clean energy careers and meet the state's growing need for workers.

In recognition of the clean energy workforce needs, MassCEC is taking several steps across the Commonwealth in secondary and post-secondary institutions and programs—including, but not limited to, Innovation Pathways, CTE schools, MassCEC Equity Workforce programs, community colleges, and comprehensive schools—to create a pipeline of new workers to meet these quickly growing needs. The clean energy career awareness resources will be implemented across the above listed programs with expansion into other programs and institutions to follow.

MassCEC is prioritizing students' learning about climate-critical jobs through effective instructional practices inclusive of all learners across the state through an effective and engaging curriculum enriched by videos profiling clean energy careers and interactive learning materials.

Supplementing the curriculum is a clean energy career-focused website (<http://www.cleanenergyeducation.org>) highlighting different clean energy career paths as well as training and certification opportunities across the state.

The final timelines for the different strands and deliverables will be determined during contracting based on the agreed-upon scope of work, but the timeframe for the RFP will be the end of FY2024, with the possibility of certain deliverables extended based on progress.

The goals of these expanded clean energy career awareness resources are to:

- Educate students about the fundamentals of clean energy (high-performance buildings, clean transportation, offshore wind, net-zero grid);
- Increase awareness about clean energy career pathways; and
- Highlight career opportunities that clean energy offers to students.

IV. PERFORMANCE AND CONTRACT SPECIFICATIONS

4.1 ELIGIBLE APPLICANTS

¹ See [Powering the Future: A Massachusetts Clean Energy Workforce Needs Assessment](#) for more information.

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 leading 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:

- Individuals with relevant expertise and documented work history serving as a consultant;
- Private for-profit and nonprofit organizations with relevant expertise, such as educational technology companies, video production companies, youth-serving educational organizations, training companies, trade associations, consulting firms, or other coalitions of businesses; and
- Private and public colleges or universities.

Applicants must:

- Be based in Massachusetts, have staff or contractors in Massachusetts, or staff who can remotely support the proposed work;
- Have relevant experience and qualifications for the proposed scope of work;
- Have some knowledge and understanding relevant to clean energy workforce development and can clearly articulate these linkages to specific climate-critical occupations or fields; and
- Can demonstrate a proven capacity to deliver similar scopes of work both on time and budget.

4.2 PROJECT SCOPE

Strand A: Clean Energy Careers Curriculum:

Please note: Applicants who bid on Strand A should propose two (2) budgets: one for the development of twelve (12) modules and one for the development of twenty-four (24) modules.

- Brainstorming & curriculum mapping with MassCEC & other potential stakeholders;
- Drafting clean energy career modules, inclusive of introductory content, extension activities, and project-based learning approaches;
- Written educator training module for teachers to orient themselves with materials and understand how best to implement the curriculum;
- Curriculum map for modules with state standards;

- Supplemental materials for lessons including but not limited to slide decks, student handouts, teacher manuals, electronic resources, etc.;
- Integration of clean energy videos provided by MassCEC and other additional educational assets to enrich student’s learning; and
- Curriculum must be differentiated for implementation in different academic environments, demonstrate cultural and linguistic relevance and responsiveness, and provide supports for English Language Learners, students with disabilities, academically/intellectually gifted students, and students in need of additional intervention.

Strand B: Clean Energy Videos Scope:

Please note: Applicants who bid on Strand B should propose two (2) budgets: one for the development of fifteen (15) videos and one for the development of thirty (30) videos.

- 3–5-minute slice-of-life videos exposing students to clean energy careers through interviews with professionals working in climate-critical occupations;
- Onsite shooting at Massachusetts locations arranged by MassCEC;
- Storyboards for videos;
- Interviews and scripts with talent e.g. clean energy workers, experts, high school interns, and high school vocational school students (talent and locations will be recruited by MassCEC);
- Development of a script based on interviews with talent, with help from MassCEC or content review and script feedback and use of a teleprompter if necessary;
- Pre-production technical advice on video development, including lighting, filming, shot selection, sound, and video decisions;
- On-site photography;
- Simple, in-house graphics with titles, locations, etc.;
- Post-production process including but not limited to editing, color grading and correcting, sound mixing and mastering, etc.;
- Draft of videos for review, feedback, and redrafting;
- Creation of short excerpts for use on various social media platforms.

Strand C: Interactive Learning Materials Scope

Possible scopes include any of the following:

- Hands on STEM/Clean Energy activities for students to create;
- Interactive web-based platform with resources for students to use choice and affinity to learn more about clean energy careers from industry experts and solve industry-specific problems to gain quantifiable experience;
- Materials and capacity for teachers to monitor student progress in their interactive learning activities; and
- VR-based virtual learning experiences that include certification potential for students.

Strand D: Clean Energy Careers Website Scope

- Provide www.Cleanenergyeducation.org site maintenance and development;
- Respond to inquiries and service issues;
- Update content when changes occur;
- Prioritize high-need clean energy careers; and
- Provide quarterly reports on site user analytics.

Project Timeline:

- Timeline to be determined during contracting, but in all instances, initial meetings and early deliverables will be paced throughout the fall of 2023 into early winter of 2024.

4.3 PROJECT BUDGET

As a component of the proposal, applicants must submit a budget narrative providing a rationale for the associated costs of proposed services. Budgets will vary based on which and how many strands an applicant may be applying for, and applicants applying for more than one strand should include clear cost breakdowns for each of various strands and related scopes of work. The total budget for the RFP is \$1,040,000.

V. APPLICATION PROCESS AND TIMELINE

5.1 ESTIMATED TIMELINE

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

Release of RFP	September 5, 2023
Questions due to MassCEC via email to workforce@masscec.com	September 22, 2023
Office Hours	September 28, 2023. 10-11am
RFP Webinar	September 26, 2023. 12-1pm
Questions with Answers Posted to RFP Landing Page	September 29, 2023
Proposals Due	October 3, 2023

Interviews of Top Applicants	TBD
Notification of Award	Early November 2023
Anticipated Contract Start & Length	November 2023 through the end of fiscal year 2024 or longer as required by the scope of work

5.2 PROPOSAL SUBMISSION INFORMATION

To apply, Applicants should follow the below steps:

- 1) Review this RFP to develop an understanding of the funding opportunity;
- 2) Submit any questions about this RFP to workforce@masscec.com by September 22, 2023, and review answers to any potential Applicant questions provided by MassCEC via email;
- 3) Using Attachment 2, develop a proposal submission that demonstrates the ability of the Applicant to meet the project scope and includes all the requirements outlined in Section 6.1 of this RFP, not to exceed thirty (30) pages, inclusive of all attachments;
- 4) Review the sample contract included in Attachment A
- 5) Review and sign Attachment 1;
- 6) Combine the complete application into a single pdf and submit it by email to workforce@masscec.com with “**Clean Energy Career Awareness Resources RFP**” in the subject line.

A complete application must include:

- Attachment 1: Authorized Applicant’s Signature and Acceptance Form;
- Attachment 2: A detailed proposal submission addressing all contents outlined in Section 6.1 of this RFP; and
- (Optional) Attachment 3: Feedback on sample contract.

Complete application submissions will be accepted through 11:59 PM, September 29, 2023. Under no circumstances will MassCEC accept responses past the deadline.

VI. PROPOSAL REQUIREMENTS

6.1 PROPOSAL CONTENTS

1. Full contact information about the lead applicant, including address, phone number, email address, and website (if applicable);
2. Attestations and DEI Qualifications
 - a. Please include a brief summary of you or your organization's commitment to DEI and/or EJ principles. If available, please provide or link to any relevant materials (e.g., organization guidance documents, mission/vision statements, etc.). You may also include brief examples of initiatives, projects, or other work in which the Lead Applicant and/or Project Partners have demonstrated a clear commitment to advancing DEI and/or EJ principles.
3. Summary of qualifications;
 - a. All responses must include a statement of qualifications, including Applicant's relevant work experience and description of the Applicant firm or individual and its/their history. All responses must include resumes of all key staff working on the proposed project. MassCEC reserves the right to reject the use of any persons identified on the Applicant's team. The response should specifically indicate the Applicant's current and historical expertise in providing the services identified in the RFP. Responses must include a list of public and private clients for whom the firm has provided services similar to those set forth in this RFP, with a description of the services provided.
4. Example(s) at least three (3) examples of work products for any strands applying for;
5. Proposed scope of work Initial work plan by month covering October 2023 through June 2024;
 - a. Using the Scope of Work provided above, submit a proposed work plan (the "Proposed Work Plan").

Note: The final timeline will be determined during the contracting process and may extend beyond the fiscal year.
6. Budget narrative;
 - a. includes the total proposed cost and a basic outline of costs associated with core deliverables and services, including anticipated hours and relevant staff rates;
 - b. includes separate cost totals for each of the relevant strands and scope of work.
7. References;
 - a. All responses must include references from at least three (3) clients, and preferably clients who have utilized the organization or individual on matters related to the services identified in this RFP. The references must include a contact person, a full address, email address, and a phone number.
8. Supporting Documents
 - a. All responses must include the resumes of key staff and contractors and may also include letters of support or memorandum of understanding documents from partner organizations.

6.2 EVALUATION CRITERIA

MassCEC is seeking comprehensive proposals from qualified entities to fulfill the general scope of work outlined in Section 4.2 of this RFP. All submissions must be responsive to the requirements outlined in this RFP. Applicant proposals will be evaluated on the following criteria based on the strand(s) they are applying for:

Alignment of Background & Summary of Qualifications	<ul style="list-style-type: none">• Applicant’s background and qualifications reflect ample skills to accomplish the proposed scope• Documented experiences with positive outcomes on projects like those proposed
Quality of Workplan	<ul style="list-style-type: none">• Thorough workplan that demonstrates an understanding of the process and timelines needed to accomplish the work• Flexibility and clear contingency options to be able to maximize opportunities and deliverable quality
Quality of Examples	<ul style="list-style-type: none">• Samples reflect clear usage of current best practices for the subject matter. For example, sample curricula prioritize student-centered learning and videos highlight clear point-of-view and quality production• Samples demonstrate a range of capacity and relevant techniques/ skills.• Samples demonstrate capacity to develop products that are effective for similar target populations and program goals
Budget Alignment and Value	<ul style="list-style-type: none">• The budgeted costs are competitive in comparison to similar scopes and services• The budget includes time and services to improve from initial work to final submissions
References	<ul style="list-style-type: none">• The references provided are relevant to the scope of work• The references can provide concrete feedback about the applicant’s work quality, including timeliness and responsiveness to feedback

VII. GENERAL REQUEST FOR RESPONSE CONDITIONS

7.1 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.

7.2 DISCLAIMER & WAIVER AUTHORITY

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing response, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all responses received, waive minor irregularities in submittal requirements, modify the anticipated timeline, request modification of the response, negotiate with all qualified contractors, cancel or modify the RFP in part or in its entirety, or change the relevant guidelines, when it is in its best interests.

This RFP has been distributed by email to select recipients. MassCEC will distribute any addenda or modifications to the RFP recipients by email. MassCEC accepts no liability and will provide no accommodation to contractors who submit a response based on an out-of-date RFP document.

7.3 CONTRACT REQUIREMENTS

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the awarded contractor will execute a contract, substantially in the form of the Sample Agreement attached to this RFP as Attachment 2, which will set forth the respective roles and responsibilities of the parties.

7.4 INTELLECTUAL PROPERTY

MassCEC shall retain intellectual property rights for all content created for the work outlined by applicants as a response to this RFP.

ATTACHMENT A: 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, 11th floor, 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. **[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. 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

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]** (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.

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) facsimile, 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 facsimile, 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. 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.

- 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. Grantee represents and warrants that Deliverables will not infringe on any copyright, right of privacy, or personal or proprietary rights of others.
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, or subcontractors.
- 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, its employees, agents, 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:** 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.

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 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				