



## Request for Qualifications: Federal Funding Opportunities Consultant Services

Date of Issue: November 16, 2022

Proposals Due: December 14, 2022

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

## I. SUMMARY

Through this Request for Qualifications (“RFQ”), the Massachusetts Clean Energy Center (“MassCEC”) seeks qualified vendors (“Applicants”) to provide support in applying for, and where relevant, providing support to external applicants seeking federal funding opportunities (“Funding Opportunities”), particularly those opportunities that arise from passage of the federal Bipartisan Infrastructure Law<sup>1</sup> (“BIL”), the Inflation Reduction Act<sup>2</sup>, and the Justice40 Initiative<sup>3</sup>, and that align with MassCEC priority areas and organizational strengths. MassCEC seeks to pre-qualify professionals that can provide support services in one or more of the following areas: identifying funding opportunities, recommending and coordinating partners for an application, managing applicable stakeholder engagement, coordinating any relevant sections of the application from partners, drafting a funding application, portion of an application or MassCEC letter of support, advising on federal funding reporting requirements, and if requested, providing project management services on awarded funding opportunities.

MassCEC may request services from qualifying Applicants (referred to herein as “Contractor” or “Contractors”) for work under the scope of this RFQ, not to exceed two hundred thousand dollars (\$200,000). MassCEC will negotiate and execute a services agreement with one or more Contractors to perform work on an individual task order basis.

MassCEC anticipates providing discrete task orders for Contractors to bid on through an expedited process. MassCEC may choose to execute a standard service agreement with one or more Contractors at the time of RFQ selection or at the time of awarding a task order for work.

Included in this RFQ is the first task order (“Task Order #1”), outlined in section VI. Interested Applicants are welcome to 1) only apply to be qualified under this RFQ for future work opportunities, or 2) apply to be qualified under this RFQ for future work opportunities **AND** apply for work outlined in Task Order #1.

## 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

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<sup>1</sup> <https://www.whitehouse.gov/wp-content/uploads/2022/05/BUILDING-A-BETTER-AMERICA-V2.pdf>

<sup>2</sup> <https://www.whitehouse.gov/briefing-room/statements-releases/2022/08/15/by-the-numbers-the-inflation-reduction-act/>

<sup>3</sup> <https://www.whitehouse.gov/environmentaljustice/justice40/>

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 interested in bringing additional funding into Massachusetts to support clean energy and climate solution innovation and to increase workforce development and clean energy job opportunities. Leveraging additional funding and opportunities will further help the Commonwealth meet its clean energy and climate goals.

MassCEC is seeking a cohort of Contractors that will be available upon request to assist in identifying relevant funding opportunities, recommending strategic partners, providing strategic research and market or technology insight, developing (or contributing to) competitive applications on behalf of MassCEC, advising on federal reporting requirements and processes, and if requested, providing project management services if MassCEC is awarded funding.

In addition to apply for qualifications under the RFQ, Applicants are welcome to apply for the scope of work outlined in Task Order #1.

### IV. ELIGIBILITY

MassCEC is seeking a broad array of Applicants with demonstrated experience, expertise, and success applying for federal funding opportunities, successfully meeting reporting requirements, and/or managing awarded federal funding projects and teams.

#### **Threshold Criteria**

Applicants must:

- Have a proven track record with significant experience and familiarity with:
  - clean energy and/or climate change;
  - federal grant application writing;
  - stakeholder engagement and partner coordination;
  - securing, and if applicable, managing federal funding opportunities;

- federal funding reporting requirements (i.e., financial reporting, wages, and/or milestones and deliverables); and
- federal Justice40 Initiative funding requirements
- Demonstrate strong expertise in one or more of MassCEC focus areas:
  - offshore wind;
  - building decarbonization;
  - net zero grid;
  - alternative transportation;
  - clean energy workforce and equity development;
  - clean energy technology development;
  - clean energy ecosystem and supply chain development;
  - clean energy investments;
  - innovative clean energy financing mechanisms, including green banks; and
  - port and clean energy infrastructure development.
- Be available to fully support MassCEC on project(s) from January 2023 to December 2025, and potentially beyond.
- Submit a proposal that meets all the requirements outlined in sections VI and VII by 4:00 PM EDT on December 14, 2022.

## V. ESTIMATED TIMELINE

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

Release of RFQ	November 16, 2022
Questions due to MassCEC via email to <a href="mailto:federalfunding@masscec.com">federalfunding@masscec.com</a>	November 30, 2022
Questions with Answers Posted to <a href="https://www.masscec.com/program/request-qualifications-masscec-federal-funding-opportunities-consultant-services">https://www.masscec.com/program/request-qualifications-masscec-federal-funding-opportunities-consultant-services</a>	December 7, 2022
Statement of Qualifications Due	December 14, 2022, 4:00 PM EST
Applicants Notified of Selection Qualification	January 2023

## VI. SCOPE OF WORK

Included in this RFQ are two opportunities: A **General Scope of Work** and **Task Order #1**. Applicants can apply to be qualified under this RFQ for the General Scope of Work, which will allow them to bid on future work opportunities to be issued under discreet task orders. Applicants can choose to also apply for the specific work outlined in Task Order #1.

The anticipated General Scope of Work may include, without being limited to, the tasks identified below. MassCEC understands that Applicants may not have the expertise or interest in all tasks outlined in the General Scope of Work. As such, qualified Applicants will have the opportunity to bid on future task orders that will be based on all or a portion of the General Scope of Work.

### **General Scope of Work**

- 1) Funding opportunity proposal development
  - a. Collaborating with MassCEC on competitive draft responses
  - b. Drafting full or partial proposals
  
- 2) Partner coordination
  - a. Identifying strategic partners for a funding opportunity proposal
  - b. Assisting in communicating with potential partners
  - c. Coordinating relevant proposal elements from MassCEC and relevant partners
  
- 3) Stakeholder engagement
  - a. Identifying whether stakeholder engagement is required for a proposal, and if so, determining the best course for achieving the necessary engagement
  - b. In collaboration with MassCEC and relevant partners, coordinating stakeholder engagement through individual outreach, meetings, and/or events
  
- 4) Research and expertise
  - a. Providing expertise or insight into one or more specific topics relevant to a proposal, including labor hours required to further MassCEC's understanding of a particular topic
  
- 5) Engage as a proposal partner
  - a. Participating as a partner on a proposal based on an agreed upon future scope of work
  
- 6) If MassCEC is awarded funding, engage as a project partner
  - a. Provide guidance, tools, or assistance on federal funding reporting requirements, which may include financial reporting, wage reporting, and project milestone and deliverable reporting
  - b. Provide project management services for a federally funded project, including but not limited to, data collection, timeline and task management, oversee daily

tasks, coordinate with project partners, develop deliverables and milestone documents, adhere and submit federal reporting requirements, provide regular updates and collaboration with MassCEC.

7) Additional services

- a. At the request of MassCEC, MassCEC may request additional services reasonably related to assisting MassCEC in participating or submitting successful, competitive funding proposals

**Task Order #1 – Scope of Work**

MassCEC is requesting proposals from eligible Applicants interested in providing the following services related to the Task Order #1 scope of work.

1) Identify funding opportunities

- a. Develop a tracker for current and future federal funding opportunities that identifies at minimum the following:
  - i. Summary of funding opportunity
  - ii. Funding amount available
  - iii. Relevant deadlines
  - iv. Scope of work
- b. Develop a process to identify new funding opportunities in a timely manner, which may include collaborating with external partners that are already tracking similar information.

2) Evaluate funding opportunities

- a. Provide a recommendation on whether a funding opportunity is a good fit for MassCEC based on a variety of categories including, but not limited to:
  - i. Experience
  - ii. Focus areas
  - iii. Organizational structure
  - iv. MassCEC staffing and/or bandwidth
  - v. Funding available
  - vi. Subject matter expertise

3) Coordinate

- a. At the direction of MassCEC, provide a recommendation on how MassCEC, the Massachusetts Executive Office of Energy and Environmental Affairs (“EEA”) and

the Massachusetts Department of Energy Resources (“DOER”) can collaborate and coordinate most effectively on a specific funding opportunity

4) Additional Services

- a. Research any funding opportunities or subjects that are not well understood
- b. Recommend additional services that might benefit MassCEC in identifying and successfully applying to different funding opportunities

## VII. HOW TO APPLY

### **Proposal Submissions**

Responses to this RFQ must be received by MassCEC **no later than 4:00 PM EDT on December 14, 2022**. Only complete, timely proposals will be considered. MassCEC, at its sole discretion, may determine whether an application is complete. Under no circumstances will MassCEC accept responses past the deadline.

The submission must be in electronic form, submitted via email to [federal\\_funding@masscec.com](mailto:federal_funding@masscec.com) with “**Federal Funding Opportunities Consultant Services RFQ Proposal**” appearing in the e-mail subject line.

Applicant’s proposal narrative for the General Scope of Work should be no more than twelve (12) pages, not including resumes, required forms, and hourly rates that should be included as appendices. If an Applicant is also applying for Task Order #1, an additional five (5) pages may be included in the proposal narrative.

### **Proposal Contents – General Scope of Work**

Proposals must include the following for all Applicants applying for the General Scope of Work:

- Applicant’s experience and qualifications related to:
  - clean energy and/or climate change
  - federal grant application writing
  - stakeholder engagement and partner coordination
  - securing, and if applicable, managing federal funding opportunities
  - federal funding reporting requirements (i.e., financial reporting, wages, and/or milestones and deliverables)
  - federal Justice40 Initiative funding requirements
- Applicant’s experience and expertise in MassCEC focus areas (please clearly indicate one or more areas of expertise):
  - offshore wind
  - building decarbonization
  - net zero grid
  - alternative transportation

- clean energy workforce and equity development
- clean energy technology development
- clean energy ecosystem and supply chain development
- clean energy investments
- innovative clean energy financing mechanisms, including green banks
- port and clean energy infrastructure development
- Applicant's experience and qualifications relevant to the General Scope of Work.
- Level of Effort estimates, with breakdown for each anticipated task in response to the General Scope of Work, including hourly rates for all personnel, costs of other direct costs, and any subcontractors.
- Identification of hourly rates for all personnel to be used in support of the General Scope of Work.
- Resumes for all personnel to be used in support of the General Scope of Work.
- Identification of any subcontractors to which Applicant may partner.
- Authorized Applicant's Signature and Acceptance Form (Attachment A).
- Representative 3-5 projects and references.
- A summary of the Applicant's commitment to diversity, equity, and inclusion ("DEI") and/or environmental justice ("EJ") principles. If available, please provide or link to any relevant materials (e.g., organization guidance documents, mission/vision statements, etc.) and/or brief examples of initiatives, projects, or other work in which the Applicant has demonstrated a clear commitment to advancing DEI and/or EJ principles.

**Note:** Applicant(s) selected under this RFQ may be requested to provide other services or provide cost proposals on task orders related to the General Scope of Work, but not specifically described within this RFQ, during the term of a mutually agreed upon and executed Services Agreement. Applicant's billed rates will be those listed within the Applicant's proposal to this RFQ. Additionally, MassCEC does not pay for travel, mileage, communications, or other direct charges which are a cost of normally conducting business. Hourly rates for project personnel are considered inclusive of such charges.

### **Proposal Contents – Task Order #1**

In addition to the items listed above, if an Applicant is interested in bidding on Task Order #1, the following must also be included:

- Applicant's experience related to the Task Order #1 scope of work
- Estimated project budget including:
  - breakdown for each anticipated task in response to the Task Order #1 scope of work



- estimated budget to provide services under Task Order #1 on an annual basis between 2023 – 2025
- hourly rates for all personnel (personnel and rates must also be included with the General Scope of Work documentation)
- other direct costs
- subcontractor costs (if applicable)

## VIII. SELECTION CRITERIA

MassCEC is seeking comprehensive proposals from qualified Applicants to fulfill the General Scope of Services. All proposals must be responsive to the requirements outlined in this RFQ. Applicant proposals will be evaluated on the following criteria:

<b>General Evaluation Criteria</b>	<ul style="list-style-type: none"> <li>● Completeness and quality of proposal</li> <li>● Understanding of the work and concepts</li> <li>● Quality of references</li> <li>● Deep understanding of one or more of MassCEC’s focus areas</li> </ul>
<b>Responsiveness</b>	<ul style="list-style-type: none"> <li>● Responsiveness and demonstration within the proposal of a clear understanding of the General Scope of Services</li> <li>● Clear strategy for undertaking activities that build upon lessons learned from similar efforts and upon the knowledge base that already exists</li> <li>● A sound approach to project management and meeting all meeting all goals and objectives</li> <li>● Demonstrated understanding of the concepts and motivators underlying this General Scope of Services</li> </ul>
<b>Experience and Qualifications</b>	<ul style="list-style-type: none"> <li>● Demonstrated experience in the areas set forth in the General Scope of Work</li> <li>● Experience and demonstrated ability to deliver high-quality work for relevant projects</li> <li>● Quality of performance on similar past assignments</li> <li>● Achievements related to the requested services</li> </ul>
<b>Budget</b>	<ul style="list-style-type: none"> <li>● Provides the requested information in sufficient detail</li> <li>● Provides the requested services at a reasonable cost</li> <li>● Demonstrated a cost-effective approach to providing services and required tasks</li> <li>● Resources clearly described and accounted for</li> </ul>

	<ul style="list-style-type: none"> <li>Includes all identified potential expenses required to achieve successful management and completion of work</li> </ul>
<b>Value Demonstration</b>	<ul style="list-style-type: none"> <li>Comparison of range of services to other Applicants' proposals</li> <li>Overall value proposition of proposal and services to MassCEC</li> </ul>

## X. CONTACT INFORMATION FOR QUESTIONS

Please contact [federal\\_funding@masscec.com](mailto:federal_funding@masscec.com) with all questions. "Federal Funding Opportunities Consultant Services RFQ Proposal Question(s)" must appear in the subject line. See estimated timeline in Section V.

## XI. GENERAL REQUEST FOR QUALIFICATIONS 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 RFQ.

### DISCLAIMER & WAIVER AUTHORITY

This RFQ 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 RFQ in part or in its entirety, or change the application guidelines, when it is in MassCEC's best interests.

This RFQ 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 RFQ 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 RFQ 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 B, which will set forth the respective roles and responsibilities of the parties.



ATTACHMENT A: AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM

**Federal Funding Opportunities Consultant Services - Request for Qualifications**

The undersigned is a duly authorized representative of the Applicant named below. The undersigned has read and understands the Request for Qualifications ("RFQ") requirements and acknowledges and confirms that the Applicant and each member of its team has read and understands the RFQ Requirements. The undersigned acknowledges and agrees that all of the terms and conditions of the RFQ 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 RFQ; (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 RFQ, 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 RFQ.

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 63 Franklin Street, 3rd Floor, Boston, Massachusetts, 02110, 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. 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 State's Office of the Commonwealth of Massachusetts.

**7. Project Managers:**

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

For Contractor:

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

For MassCEC:

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

- 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. 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.

**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:** 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](mailto: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](mailto: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 employees, agents, or officers.
- 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 duly executed and delivered by their duly authorized officers effective 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

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