



Request for Proposals: InnovateMass Technical  
Consultant

RFP No. FY2025-Innovate-01

Award Amount: Up to \$250,000

Date of Issue: May 7, 2024

Proposals Due: June 4, 2024

All proposals must be submitted to:

[innovate@masscec.com](mailto:innovate@masscec.com)

## I. SUMMARY

The Massachusetts Clean Energy Technology Center ("MassCEC") is requesting proposals from consultants or professionals with significant expertise in clean energy technology demonstration and validation to serve as a technical consultant (the "Technical Consultant") under the InnovateMass Program ("InnovateMass" or the "Program"). The Technical Consultant will be responsible for providing technical support to MassCEC by assisting with the review of applicant ("Program Applicant") proposals and providing technical evaluation and project management oversight of demonstration projects awarded under the InnovateMass Program. MassCEC anticipates selecting one (1) Technical Consultant with which to partner under the Program.

The Technical Consultant chosen for the Program will have the potential to be annually contracted for up to three (3) years depending on if its work is satisfactory.

## II. ABOUT MASSCEC

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

MassCEC's mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth's climate goals, advancing Massachusetts' position as an international climate leader while growing the state's clean energy economy. MassCEC is committed to creating a diverse, equitable, and inclusive organization where everyone is welcomed, supported, respected, and valued. We are committed to incorporating principles of diversity, equity, inclusion, and environmental justice in all aspects of our work in order to promote the equitable distribution of the health and economic benefits of clean energy and support a diverse and inclusive clean energy industry. MassCEC strives to lead and innovate in equitable clean energy and climate solutions.

## III. PROGRAM GOALS AND DESCRIPTION

The InnovateMass Program is a competitive grant program that supports demonstration projects related to the development of new clean energy technologies or innovative combinations of existing technologies that have a strong potential for commercialization, while providing significant, measurable energy and climate benefits. The Program provides grant funding of up to Three Hundred Fifty Thousand Dollars (\$350,000) per project, in addition to project/grant management services and limited technical and business support through the Program's Technical Consultant. Successful Program Applicants will propose projects that address important energy and climate challenges, help to grow the state's clean energy economy, and

contribute to Massachusetts’ continued climatetech leadership. To qualify for InnovateMass, Program Applicants must first submit a proposal (the “Application”) that meets the Program criteria. After an initial evaluation, the Program Applicants with the strongest Applications will be invited to pitch their proposed project to a panel of Program judges, with awarded projects selected following the pitch.

Program Applications are accepted on a rolling basis while the Program remains open. MassCEC anticipates selecting awardees under the Program on a quarterly basis, with quarterly pitch days. Applicants can expect the following approximate schedule:

Process Step	Schedule
Submit application	-----
Applications undergo technical and programmatic review; applicants are notified of finalist status	Within eight (8) weeks of application submission
Finalists undergo pitch coaching	One and one-half (1.5) to three (3) months from application submission
Finalists pitch to panel of judges	Two (2) to four (4) months from application submission
Final award decisions made	Approximately six (6) weeks from quarterly pitch session
Contracting concludes/projects begin	Approximately two (2) months from award notification

MassCEC seeks proposals from consultants or professionals to provide project/grant management assistance services to MassCEC for projects funded under the FY2025 budget of the Program. MassCEC anticipates that this budget will cover **three (3) quarterly award cycles**. For each cycle, the Technical Consultant will support the Program from the review of Program Applicant proposals through the demonstration project implementation and project performance monitoring and evaluation phases of the awarded projects. The Program Technical Consultant will meet regularly with awardees to review workplans, discuss and resolve technical and other project-related barriers, and review performance monitoring and evaluation plans. Qualified Technical Consultant Applicants are encouraged to read the most recent [InnovateMass Program RFP](#) and to review the [program webpage](#) and past awards on the website to better understand the Program’s objectives and applicant eligibility criteria.

#### IV. ELIGIBILITY

In this Request for Proposals (this “RFP”), MassCEC seeks to engage one (1) Technical Consultant with experience providing support for cleantech and climatetech demonstration projects and validation. **Technical Consultants who are also applying as part of a project team seeking a grant under the Program are not eligible to apply.** Technical Consultants must:

- Demonstrate project management experience and experience or familiarity with project development;
- Demonstrate experience working with startup companies;
- Demonstrate thorough understanding of a broad range of clean energy and climate technologies and companies, as defined by MassCEC’s enabling legislation<sup>1</sup> and in the InnovateMass RFP, as well as clean energy companies and markets; and
- Demonstrate experience with clean energy and climate technology demonstration, performance monitoring, and validation/verification methodology.

Technical Consultant Applicants may be individuals, sole proprietors, professional consultants, institutions, or companies with multiple employees. Teams of two (2) or more of these entities are permitted to apply.

## V. ESTIMATED TIMELINE

<b>RFP Released</b>	May 7, 2024
<b>Questions Due</b>	May 28, 2024
<b>Applications Due*</b>	June 4, 2024 by 11:59PM Eastern
<b>Selection Announcement</b>	July 2024

\*Late or incomplete submissions will not be considered.

## VI. SCOPE OF SERVICES<sup>2</sup>

For each quarterly award cycle (3 per fiscal year), the Technical Consultant will assist MassCEC in:

- selecting proposals to pitch;
- judging pitches;
- reviewing and finalizing winning proposal workplans and deliverables;
- regularly checking in with awardees and providing project status updates to MassCEC;
- assisting awardees on an as-needed basis to overcome project management and technical barriers;
- evaluating project performance monitoring and evaluation plans; and
- ensuring reporting and other contractual obligations are met.

### TASK 1 – PROPOSAL EVALUATION AND AWARDEE SELECTION

<sup>1</sup> For the purposes of this RFP, The term “Clean Energy Technologies” shall mean “...advanced and applied technologies that significantly reduce or eliminate the use of energy from non-renewable sources including, but not limited to: (i) energy efficiency; (ii) demand response; (iii) energy conservation; or (iv) technologies powered, in whole or in part, by the sun, wind, water, geothermal energy, including networked geothermal and deep geothermal energy, hydrogen produced by non-fossil fuel sources and methods, alcohol, fuel cells, fusion energy or any other renewable, nondepletable or recyclable fuel...” (See M.G.L. c. 23J § 1 as amended pursuant to Chapter 179 of the Acts of 2022 “An Act Driving Clean Energy and Offshore Wind”)

<sup>2</sup> MassCEC is currently uncertain of the anticipated application/project volume, and ranges of proposals have been estimated based on receiving a low-end (“Low Volume”) and high-end (“High Volume”) of applications.

MassCEC anticipates receiving:

- Low Volume = up to fifteen (15) proposals for demonstration projects in each quarterly cycle.
- High Volume = up to twenty-five (25) proposals for demonstration projects in each quarterly cycle.

The Technical Consultant will review the proposals and provide written scores and comments to MassCEC staff. The Technical Consultant will not review written applications for the first award cycle of FY25 due to timing.

The Technical Consultant will be expected to coach finalists ahead of their pitch day, attend and participate in the pitch day for each cycle, and provide written scores and comments on the pitches.

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## TASK 2 – PROJECT PLAN FINALIZATION

MassCEC anticipates awarding:

- Low Volume = up to twelve (12) project teams (the “Awardees”) in total in a fiscal year across three (3) quarterly cohort cycles using the FY25 budget for the Program.
- High Volume = up to twenty-five (25) project teams.

Once the final set of projects has been selected and awarded by MassCEC, the Technical Consultant will work with MassCEC and the Awardees on finalizing the project workplans.

The Technical Consultant will assist MassCEC with the following:

- Advise and meet with awardees on workplan development, evaluate project workplans, budget, and schedule for each of the selected projects in consultation with the Awardees and MassCEC, for final approval by MassCEC.
- Attend a virtual kickoff meeting with the selected awardees.

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## TASK 3 – DEMONSTRATION PROJECT PERFORMANCE MONITORING & EVALUATION

As stated above, MassCEC anticipates awarding:

- Low Volume = up to twelve (12) project teams (the “Awardees”) in total in a fiscal year across three (3) quarterly cohort cycles using the FY25 budget for the Program.
- High Volume = up to twenty-five (25) project teams

The Technical Consultant will be responsible for evaluating and approving projects’ overall workplans, performance monitoring, evaluation plans, and related activities detailed below.

The Technical Consultant will be the primary contact for project-related issues for all Awardees, and will assist MassCEC with the following:

- Obtain and review all deliverables from projects and ensure compliance with the approved project workplan, schedule, and budget;
- Evaluate and approve the project’s performance monitoring and evaluation plan;
- Ensure monitoring and performance evaluation is completed by relevant project team members and according to the project workplan;
- Perform at least one (1) site visit per project, one midway through the project’s timeline or when the project is installed;
- In addition to site visits, check in with all projects on a monthly basis by phone;
- Report project status to MassCEC on a monthly basis (such reporting shall include monthly memoranda summarizing the status of ongoing projects as well as a monthly in-person meeting with MassCEC staff); and
- Collect final data from projects.
  - Annual surveying of Grantees to collect post-grant data.

The Technical Consultant may also be requested to provide input or technical assistance to MassCEC to help shape future rounds of the Program.

## VII. HOW TO APPLY

The submission must be in electronic form, including all relevant attachments, submitted via email to [innovate@masscec.com](mailto:innovate@masscec.com). “InnovateMass Technical Consultant” must appear in the e-mail subject line. Submission packages must include the following:

1. Cover Page;
2. Applicant’s Signature and Acceptance Form (Attachment A to this RFP);
3. Proposal (see outline of Proposal Requirements below); and
4. Team Member Resumes (as an Appendix).

No additional materials should be submitted. Any additional materials will not be considered in the evaluation.

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## PROPOSAL REQUIREMENTS

Proposals must contain the following sections. Do not exceed the specified page limits.

1. Firm/Organization Background (one (1) page)
  - Summary of the firm’s background, highlighting any relevant or complementary expertise and/or engagements
2. Proposed Scope (three (3) pages)
3. Approach to Technical and Market Expertise (two (2) pages)

- Evaluation of technical feasibility, fatal flaws, likelihood to gain market traction, and related strengths or weaknesses of proposed projects; ability to support awarded teams in addressing vulnerabilities in these areas
  - Familiarity with major energy markets (electricity, buildings, manufacturing, transit, energy efficiency, etc.) and climate technology challenges.
4. Project Management Approach (two (2) pages)
    - Approach to maintaining an ongoing understanding of project progress
    - Early detection and approaches to advising on common issues faced by startups (cash flow, team, vendors, site selection, etc.)
    - Addressing non-compliance with MassCEC policies or contracting terms
    - Plan for engagement with MassCEC regarding the above
  5. Qualifications and References (three (3) pages)
    - Brief bios of relevant team members (include resumes as an appendix; these do not count against the page limit)
    - Provide summaries of relevant previous work
    - Include three (3) references
  6. Budget (three (3) pages) – please include two (2) separate budgets (for High Volume and for Low Volume)
    - Estimated budget, broken out by task
    - Rates for all relevant team members

## VIII. SELECTION CRITERIA

Criteria	Description
<i>General Evaluation Criteria</i>	<ul style="list-style-type: none"> <li>• Understanding of the concepts and motivators underlying the InnovateMass Program and the Program Technical Consultant</li> <li>• Quality and cost effectiveness of proposal</li> <li>• Any suggested changes or additions to the Scope of Services are aligned with objective of the Program</li> <li>• Quality of references and relevance of related experience(s)</li> </ul>
<i>Project Management Experience</i>	<p>Demonstrated experience and knowledge managing various projects of different sizes and scopes, particularly in the clean energy and climatetech sectors. For example, experience with development of major capital projects; experience with product development and design for manufacturability; etc. Must have the ability to monitor eighteen (18) or more active projects over an extended period of time (twenty-four (24) or more months).</p>
<i>Technology Expertise</i>	<p>Knowledge of clean energy and climate technologies including, but not limited to:</p> <ul style="list-style-type: none"> <li>• High performance building technologies including building energy management systems, HVAC, lighting, controls, and building materials;</li> <li>• Energy efficiency and demand response measures and technologies;</li> <li>• Energy monitoring and tracking technologies and software;</li> <li>• Energy storage and power electronics;</li> <li>• Hybrid, electric, and alternative fuel vehicles;</li> <li>• Solar PV and thermal;</li> <li>• Water-energy nexus technologies that improve drinking or storm water quality and/or reduce process energy use;</li> <li>• Hydropower;</li> <li>• Wind energy; and</li> <li>• Grid modernization.</li> </ul> <p>Where required, the Technical Consultant should have a plan for acquiring technical knowledge that it may not currently have in-house. Technical Consultant Applicants should demonstrate that they have the contacts and the experience to acquire the expertise required.</p>
<i>Start-up Company Knowledge/Expertise</i>	<p>Demonstrated experience working with startup companies in the clean energy and climatetech sector. The Technical Consultant should have familiarity with the typical challenges often faced by startup companies</p>

	and have strategies in place to address them. Direct executive-level experience at a startup company a plus.
<i>Energy Project Knowledge/Expertise</i>	Knowledge of various requirements for the demonstration of clean energy and climate technologies in a range of jurisdictions, with a focus on Massachusetts. This includes energy markets; major industries; expertise on end users and customers of technologies, including their needs and requirements; permitting; the installation process; due diligence regarding accuracy of permitting plans and any other relevant regulatory issues; project and technical risk assessment; and project monitoring and performance evaluation.

**XI. BUDGET**

Technical Consultants will be paid by the hour or for a fixed fee for the time spent assisting MassCEC and Awardee throughout the duration of the projects awarded in the FY2025 rounds of the Program. Applicants should provide rates as well as an estimated budget for each task required under the Scope of the Services. If Applicant prefers to be paid by a fixed fee, Applicant should provide an itemized list of key personnel and/or positions, anticipated hours dedicated to the project, and associated hourly rates.

**XII. CONTACT INFORMATION FOR QUESTIONS**

Please submit all questions in writing to [innovate@masscec.com](mailto:innovate@masscec.com) no later than **11:59 p.m. Eastern, Monday, May 21, 2024**. “InnovateMass Technical Consultant RFP Questions” must appear in the subject line. Response to questions will be posted on the RFP page on a rolling basis.

**XIII. GENERAL REQUEST FOR PROPOSALS CONDITIONS**

**NOTICE OF PUBLIC DISCLOSURE**

As a public entity, MassCEC is subject to Massachusetts’ Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure, and applicants agree and acknowledge 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. Applicants shall not send MassCEC any confidential or sensitive information in response to this RFP.

**DISCLAIMER & WAIVER AUTHORITY**

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

This RFP has been distributed electronically using MassCEC's website. It is the responsibility of Applicants to check the website for any addenda or modifications to an RFP to which they intend to respond. MassCEC accepts no liability and will provide no accommodation to Applicants who submit an application based on an out-of-date RFP document.

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#### CONTRACT REQUIREMENTS

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the awarded applicant(s) will execute a contract, substantially in the form of the Sample Agreement in Attachment 2 hereof, which will set forth the respective roles and responsibilities of the parties.

ATTACHMENT 1: AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM

**InnovateMass Technical Consultant**

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

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

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

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

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

(Printed Name of Applicant)

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

(Signature of Applicant or Authorized Representative)

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

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

## ATTACHMENT 2: SAMPLE AGREEMENT

### **AGREEMENT FOR SERVICES**

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

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

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

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

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

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

Finance@masscec.com through an updated ACH enrollment form within thirty (30) days of any such change.

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

Contractor shall promptly provide MassCEC with any additional documentation or information upon MassCEC's reasonable request.

4. **Term:** This Agreement shall take effect as of the Effective Date, and shall remain in effect for [fill in NUMBER OF DAYS/YEARS or until DATE – NOTE: Include sufficient time for invoicing/payment] (the "Term"), unless terminated in accordance with Section 9 herein.
5. **Access and Use:** Contractor agrees to provide all contributions made in the scope of the Services as a work made for hire for MassCEC, which shall own all rights, including without limitation copyrights and patents, in materials Contractor prepares and delivers to MassCEC or its customers or clients or others on its behalf, and which shall have the right to use them in any way without additional payment to Contractor. In the event that Contractor's contributions are for any reason deemed not to have been a work made for hire, Contractor hereby assigns to MassCEC any and all right, title, and interest that the Contractor has, including any copyright or patent, in the work created or performed in the scope of the Services. Contractor, both during the Term and subsequently, shall cooperate with MassCEC to perfect, enforce, defend, and prosecute all such rights.

Contractor represents and warrants that Contractor's contribution will not infringe on any copyright, right of privacy, or personal or proprietary rights of others. If Contractor delivers or uses materials subject to the rights of any third parties (e.g., requiring permission from a copyright owner), Contractor will provide all information required of the person or entity to use such materials without infringing on any copyright, right of privacy, or other personal proprietary right of such third party. If Contractor provides to MassCEC or uses in the performance of the Services any material to which Contractor claims copyright, patent, or other interests or rights for itself, such use or delivery shall be deemed to be an assignment of such material, interests, and rights to MassCEC, unless a contrary agreement is reached in writing, between the Parties, prior to such delivery or use.

6. **Contractor's Representations, Warranties, and Certifications:** As of the Effective Date of this Agreement, Contractor hereby represents, warrants, and certifies under the pains and penalties of perjury as follows:

- a. Contractor is duly authorized to enter into this Agreement.
- b. Contractor and all personnel to be employed or engaged by Contractor under this Agreement ("Project Personnel") are fully capable and qualified to perform the Services and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform any and all of the Services.
- c. Contractor and its Project Personnel are familiar with, and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders, or requirements of the Commonwealth and other governmental authorities applicable to or implicated by the subject matter of this Agreement.
- d. Contractor and its employees are independent contractors of MassCEC, and not employees, partners, or joint-venturers of MassCEC. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature and imposed by any authority, including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to worker's compensation, codified at M.G.L. c. 152.
- e. Contractor certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the term of this Agreement. CONTRACTOR ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Contractor will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Contractor's responsibility and shall not relieve Contractor of any responsibility to MassCEC.
- f. Contractor agrees to comply with all applicable federal and state and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.
- g. Contractor represents and warrants that all of Contractor's Project Personnel are eligible to work in the United States at the time of execution of this Agreement and that Contractor shall comply with its continuing obligation to ensure such status for the Term.

- h. Contractor agrees and acknowledges that MassCEC is relying upon Contractor to provide the Services in a competent, complete, and professional manner, and, accordingly, Contractor performance under this Agreement shall be conducted with due diligence and in accordance with the highest industry standards of professionalism and competence.
- i. Contractor is registered and in good standing with the Secretary of the Commonwealth of Massachusetts's Office.

**7. Project Managers:**

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

For Contractor:

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

For MassCEC:

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

- b. Contractor shall be required to obtain prior written approval from MassCEC to make any change to its Project Managers. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, in compliance with the notice provisions of Section 8.
8. **Notice:** Any notice hereunder shall be in writing and shall be sent either by (i) email or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager(s) listed in Section 7(a) at the address indicated in the preamble of this Agreement (or to such other address as a Party may provide by notice to the Party pursuant to this Section), and shall be effective (x) at dispatch, if sent by email or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, (z) if sent by first class mail, five (5) days after its date of posting.

**9. Termination:**

- a. This Agreement may be terminated by either MassCEC or Contractor at any time for a material breach of any term of the Agreement.
- b. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate MassCEC action inconsistent with performing its obligations under this Agreement.
- c. In the event of such termination, compensation shall be paid by MassCEC to Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and

necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.

- d. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 8, 9, 10, 12, 13, 14, 15, 17, 18, 20, 21, and 23 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.
10. **Assignment and Subcontracting:** MassCEC may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of MassCEC's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of MassCEC, nor shall Contractor subcontract any services to anyone without the prior written consent of MassCEC.
  11. **Conflicts of Interest:** Contractor acknowledges the application of the Commonwealth's Conflict of Interest Law, codified at M.G.L. c. 268A to the subject matter of this Agreement and that Contractor's Project Personnel, and Contractor's subcontractor's personnel, if any, may be considered "special state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Commonwealth's Conflict of Interest Law.
  12. **Audit:** Contractor shall maintain books, records, and other compilations of data pertaining to its activities pursuant to this Agreement to the extent and in such detail as to properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not expressly permitted under this Agreement, Contractor shall refund to MassCEC the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.
  13. **Indemnification:**
    - a. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from

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

#### **14. Confidentiality:**

- a. Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the Services in accordance with reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c. 66A implicated by the subject matter of this Agreement.
- b. In connection with the performance of the Contractor's Services, Contractor will be exposed to and have access to MassCEC's confidential and proprietary information and information that MassCEC's employees, applicants, consultants, affiliates, licensors, customers, vendors, and others have entrusted to MassCEC that may include, but is not limited to, trade secrets, know-how, or other intellectual property, financial, and commercial information, marketing and servicing information, costs, business affairs, future plans, employee compensation, employee personnel information, programs, databases, operations, and procedures (collectively, "Confidential Information") to which Contractor did not have access prior to performing Services of MassCEC, and which Confidential Information is of great value to MassCEC. Contractor, at all times, both during and after any termination of this Agreement by either party, shall not in any manner, directly or indirectly, use any Confidential Information for Contractor's own benefit, or divulge, disclose, or communicate in any manner, or otherwise make available such Confidential Information, unless expressly authorized to do so in writing by an officer of MassCEC. Confidential Information shall not include (i) information which was in the public domain at the time of disclosure to Contractor; (ii) information which is or becomes generally known or available to the public through no act or failure to act on the part of Contractor; or (iii) information the disclosure

of which is required by law or court order, provided the Contractor gives to MassCEC prompt, prior written notice of any such disclosure.

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

Agreement, within ten (10) days, return all materials and Confidential Information, held by Contractor as data stored on computers, floppy disks, CD-ROMs, or other electronic media.

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

15. **Public Records and CTRHU:** [Include if you anticipate receiving confidential information] As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66 (the "Public Records Law"). Contractor acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC are presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories of a statutory or common law exemption, including the limited exemption set forth in General Laws Chapter 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. 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. MassCEC urges Contractor to carefully consider what documents, materials, data, and other information it submits to MassCEC in connection with this Agreement.

In accordance with the Public Records Law, MassCEC generally considers the following types of information confidential:

- [fill in as necessary]

[Include if you do not anticipate receiving confidential documents] As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Contractor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data, or other information is exempt from or

subject to public disclosure. Contractor agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Agreement.

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

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

19. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
20. **Severability:** Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.
21. **Amendments and Waivers:** MassCEC may amend Section 15 (without any action by Contractor) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 8. Except as provided in the immediately preceding sentence, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.
22. **Force Majeure:** Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.
23. **Binding Effect, Entire Agreement:** This Agreement shall be binding on the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no Person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements

and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:

- a. Exhibit 1: Scope of Services
- b. Exhibit 2: ACH Enrollment Form

[Rest of Page Intentionally Blank]

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

**Massachusetts Clean Energy Technology Center**

**[Contractor Name]**

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

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

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

**Federal Tax ID No.:** \_\_\_\_\_

SAMPLE

**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				

SAMPLE

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

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

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

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

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

**Part V: Authorization**

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

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

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

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

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

Account Holder Authorized Signature	Print Name
Title	Date