



Massachusetts Offshore Wind Industry Ports Investment Challenge

Solicitation OSW-2022-02

Date of Issue: May 12, 2022

Revision 01: June 17, 2022

Revision 02: July 11, 2022

Proposals Due: ~~July 29~~ August 12, 2022

All proposals must be submitted to:

offshorewind@masscec.com

Revision 1 Summary:

- 1) Section VII – Available Funding and Cost Share Requirements regarding costs incurred and funded expended prior to the application due date. (Question 2.1)
- 2) Section X – Selection Criteria regarding Applicant expenditures prior to the application due date. (Question 3.1)
- 3) Attachment A regarding sensitive and claimed confidential information.
- 4) Attachment A, Section III (C) regarding an Applicant relying on a purchase and sale agreement to demonstrate site control. (Question 1.3)

Revision 2 Summary:

The due date for proposals has been extended from July 29 to **August 12, 2022**. This change appears on the cover page and in Section VIII.

I. SUMMARY

With support from a recently established Massachusetts Offshore Wind Industry Investment Fund, the Massachusetts Clean Energy Technology Center (“MassCEC”) is seeking to competitively select and fund qualified applicants or applicant teams to implement eligible maritime port redevelopment and improvement projects that will have significant impact on the advancement of the offshore wind sector and capture high-value supply chain and workforce opportunities in the Commonwealth. Through this competitive solicitation, MassCEC intends to utilize state grant resources to leverage significant private and other public investments in specific rehabilitation and redevelopment activities that will directly enable a Massachusetts port facility to provide offshore wind manufacturing and fabrication, pre-assembly and staging, and operation/service support capabilities to regional offshore wind projects.

As detailed below, applicants must demonstrate that the proposed port redevelopment and improvement projects will directly result in new job creation and sustainable local economic benefits. Applicants will be required to commit to provisions ensuring that the primary use of the redeveloped/improved facility will be for offshore wind. Applicants must demonstrate a viable plan—including commitments from developers or Tier 1 companies for use of the port/facility—and financial and technical capacity to complete the proposed project in a fashion that will directly support the offshore wind industry for current and future projects. Finally, applicants must commit to providing match to any MassCEC grant funding; match rates vary depending on the applicant type. Grant funds would be provided to grantees on a reimbursement basis, available as critical milestones are met.

For this solicitation, the total available budget has been set at Fifty Million Dollars (\$50,000,000). MassCEC may increase or decrease funding at its sole discretion.

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 works to advance the Commonwealth's goal to responsibly develop cost-effective offshore wind and maximize the associated economic benefits of this new industry. Offshore wind is an important energy resource that will help power the homes and businesses of Massachusetts and the New England region, meet our climate goals, and provide significant economic and workforce benefits. MassCEC works closely with other state agency partners, developers, industry participants, federal agencies, academic institutions, NGOs, local communities, and many other stakeholders.

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

III. BACKGROUND AND CONTEXT

In December 2021, the Massachusetts legislature passed and Governor Charlie Baker signed *An Act Relative to Immediate COVID-19 Recovery Needs*, which created a new Massachusetts Offshore Wind Industry Investment Fund at MassCEC. To advance the purpose of the Fund, MassCEC has launched this competitive funding opportunity, where state resources will be utilized to drive private and other public investments in the redevelopment of and improvements to Massachusetts port facilities to bring inactive and under-utilized sites into productive use for the offshore wind industry, creating significant jobs and economic activity related to offshore wind deployment for the state.

Since 2009, MassCEC has supported the development of the offshore wind sector, working to reduce project risk, increase market confidence, and support economic development opportunities in Massachusetts. These efforts include initiatives such as supporting marine wildlife impact research, training a workforce to support the offshore wind industry, advancing the growth of a mature supply chain, and progressing port infrastructure development efforts.

With respect to port infrastructure, MassCEC has assessed waterfront facilities in Massachusetts for reuse and redevelopment to serve the offshore wind industry and continues to provide technical and other assistance to municipalities, businesses, and other interested stakeholders. MassCEC also owns and operates the 29-acre New Bedford Marine Commerce Terminal (“Terminal”) which was specifically designed and engineered to support the construction, assembly and deployment of offshore wind projects while also serving as a multi-purpose facility handling import and export of bulk, break bulk, containerized or large specialty marine cargo. The Terminal is currently the only U.S. port purpose-built specifically for offshore wind. This state-owned and operated facility will play a critical role in the deployment of the Vineyard Wind and Mayflower Wind projects—the first two Massachusetts commercial scale windfarms—as well as other projects in the future.

The offshore wind industry is primarily marine-based and most wind farm components (and many raw materials) are too heavy or large to be transported by rail or road. Successful establishment of the offshore wind industry will require the build-out and long-term operation of multiple, highly-specialized port facilities to support industrial activities in the manufacturing and fabrication, pre-assembly and staging (or “marshalling”), and operation and maintenance sectors of the offshore wind supply chain.

Numerous under-utilized waterside facilities exist within Massachusetts ports and harbors, and many of these properties have potential to be repurposed to meet the needs of the new offshore wind industry. They include former coastal power plant properties, former shipyard facilities and industrial and marine industrial facilities. These facilities are in waterfront locations and have existing infrastructure and other attributes that represent significant assets and opportunities for offshore wind industrial activities.

To maximize economic development opportunities in Massachusetts associated with the emerging offshore wind industry, MassCEC conducted two assessments to identify and assess waterfront sites in the Commonwealth that may be available for use in the offshore wind industry. In 2017, MassCEC released the [Massachusetts Offshore Wind Ports & Infrastructure Assessment](#) to provide the offshore wind industry, and its associated supply chain, with important information on existing port infrastructure at eighteen (18) waterfront properties on the South Coast and Metro-Boston (Boston, Quincy, New Bedford, Fall River, and Somerset). The goal of the assessments was to compile accurate and relevant information concerning the existing port assets within the Commonwealth to enable developers, supply chain companies and other enterprises and interests to make informed decisions on the utilization of local infrastructure when selecting sites to manufacture, stage and service offshore wind components for the offshore wind market.

With the formation of the Intergovernmental Renewable Energy Task Force for the Gulf of Maine and the commencement of planning efforts for potential offshore wind development, in 2020 MassCEC began to expand the offshore wind ports and infrastructure assessment to the North Shore region of Massachusetts (from Revere to Salisbury). Following the same general methodology and approach, [the Massachusetts Offshore Wind Ports and Infrastructure](#)

[Assessment: North Shore](#), released in April 2022, includes a screening level assessment for operation and maintenance port facilities and a detailed assessment of sites with the potential to serve as a construction base or manufacturing port.

Through the Massachusetts Offshore Wind Ports Investment Challenge, MassCEC will advance key objectives of the Commonwealth’s offshore wind economic development strategy to capture high-value supply chain opportunities for the state and to leverage investments in port infrastructure to support the establishment and growth of the industry.

IV. PROGRAM GOAL AND OBJECTIVES

PROGRAM GOAL

MassCEC’s goal for the Massachusetts Offshore Wind Industry Ports Investment Challenge is to advance specific rehabilitation and redevelopment activities at Massachusetts port facilities that will directly enable the site to provide critical services and supplies for the offshore wind industry, including manufacturing and fabrication, pre-assembly and staging, operation/service support capabilities, and other activities that are directly connected to offshore wind projects and generate new employment opportunities and sustainable local economic benefits.

OBJECTIVES TO BE MET

MassCEC invites proposals from eligible applicants, as described in Section V, for eligible maritime port redevelopment and improvement project elements, as described in Section VI, that will advance the program goal and the following five core objectives. The application requirements (Attachment B) are structured so that applicants will provide detailed information and evidence demonstrating that these core objectives will be addressed through the proposed project scope:

1. Support for the offshore wind industry through port infrastructure.

The project must result in the activation, readiness, and capability of the subject facility to provide direct support for the offshore wind industry with the intention that the long-term primary use of the facility will be for offshore wind. This objective can be demonstrated through:

- Firm commitments (preferred) or indications of intent from developers, Tier 1 suppliers to offshore wind developers/projects, or other active offshore wind industry supply chain businesses for services, supplies, and/or uses directly produced by or associated with the facility;
- Information and analysis that confirm industry need, market pipeline, and feasibility of the proposed port facility and the proposed offshore wind activities; and
- A compelling presentation of the commercial opportunities supported by business and marketing plans and strategies that demonstrate viable and sustainable pathways to capturing long-term offshore wind business.

2. New jobs and economic benefits.

The project must directly result in meaningful new job creation and sustainable, substantial economic benefits. This objective can be demonstrated through estimates for direct and indirect jobs (in job-years) and economic impacts (values of goods, services, and labor) on an annual basis through 2035. These estimates must be supported by documentation and methodology, including assumptions, detailing how the numbers were developed.

3. Demonstrated need and capacity to deliver solutions.

The applicant must establish that there is a need for state funds and that applicant has the capacity to complete the proposed project and meet the match requirements of the grant. In the demonstration of this objective, the applicant must demonstrate that the project cannot be easily and efficiently completed without external funding or financial assistance. The applicant should discuss what other funding opportunities may be available and are being pursued. With respect to applicant's capacity to deliver solutions:

- The applicant must provide evidence of site control and the appropriate authority to engage all necessary actions required to complete the project successfully. Site control may be in the form of ownership or a lease agreement (for a term sufficient to commit the facility to the long-term use for offshore wind, minimally 10-15 years). If site control is pending, as in the case of an executed purchase and sale agreement, the applicant must provide details of any conditions or terms of the agreement that must be satisfied in order to close the transaction and associated timelines. In the case of site leases, the applicant must provide evidence that such agreements include the necessary permissions from the landowner to complete the proposed project.
- The applicant should detail any permits, licenses, permissions, variances, environmental or other impact assessments or other forms of regulatory action or approvals required at the state, federal or municipal level for the successful completion and operation of the facility, and its plan and efforts to date to obtain such approvals, including the status and any timelines for each approval.
- The applicant must show that with the potential grant award, it has or will have the necessary funds or financing in place to successfully execute the project, or if it will require additional funding.
- The applicant must also demonstrate its experience completing similar project and provide information on the project's feasibility, constructability, and schedule.
- The applicant must also provide an assessment of project risk and the measures and actions that will be implemented to mitigate risk. An important part of this risk assessment is the project's environmental and other necessary reviews, permits and approvals as well as procurement delays, known or potential limitations or challenges to the anticipated use, potential technical issues encountered in design or construction, and potential increases in project costs.

4. Access to opportunity.

The project must advance principles of diversity, equity, inclusion, and environmental justice. In the demonstration of this objective, proposed projects located in or near

Environmental Justice populations¹ and Gateway Cities² are strongly encouraged. Applicants should also demonstrate how they will prioritize the use of Diverse Business Enterprises (including minority business enterprises, women business enterprises, veteran business enterprises, or service-disabled veteran-owned business enterprises, as defined by the Commonwealth of Massachusetts Operational Services Division's Supplier Diversity Office), including local business subcontractors to provide supporting work as applicable.

5. Strong industry and local backing.

The project must have robust support from the offshore wind and maritime industry and from local stakeholders. In the demonstration of this objective, the applicant should provide letters of support from municipalities, community groups, regional economic development and workforce agencies, offshore wind and maritime businesses, elected officials, and other key stakeholders.

V. APPLICANT ELIGIBILITY

Eligible Applicants include an individual company, organization, institution, or municipality. An Applicant may be a single entity or a team of Co-Applicants, but the Lead Applicant must be either:

- A Massachusetts municipality or local port authority, or
- A private company registered and doing business in Massachusetts.

If submitting a joint application, the application must identify the eligible Lead Applicant. The Lead Applicant will be the recipient of the award, the primary point of contact, and will be responsible for overall administration of the award and the project. A Co-Applicant would be an entity that is integral to the overall implementation and success of the project. The Co-Applicant may be an entity that has some form of control over the project site, may be a major source of matching funds or provider of in-kind services, or may be responsible for implementation of key aspects of the project. Joint applications must include a memorandum of understanding signed by the Lead Applicant and all Co-Applicants that includes a description of the roles and responsibilities of each entity and describes the components of the proposed project that would be carried out by each party and a description of the nature and status of any binding legal agreements setting forth the terms of the relationship between or among the Applicant and any Co-Applicant(s).

A Team Member would be an entity that is vested in overall success of the project and directly contributes relevant knowledge, outreach, services, and/or a coordination function to the

¹ See <https://www.mass.gov/info-details/environmental-justice-populations-in-massachusetts>

² Defined by the [Massachusetts General Laws](#), Gateway Cities are small to midsized cities in Massachusetts (population of between 35,000 and 250,000) that anchor regional economies around the state, with below state average household incomes and educational attainment rates. The Legislature defines 26 Gateway Cities in Massachusetts, including the coastal cities of Barnstable, Fall River, Lynn, New Bedford, Peabody, Quincy, Revere, Salem, and Taunton.

project. A Contractor would be an entity that provides materials and/or services to the project through an arms' length agreement for materials and/or services.

MassCEC strives to partner with organizations, companies, and entities that consciously work to create a diverse, equal and inclusive work environment. MassCEC encourages each applicant to have a Diversity, Equity & Inclusion ("DEI") policy to encourage hiring of a diverse team, provide equal and fair treatment for all team members, and ensure a workplace environment where all team members feel valued and have the opportunity to fully participate in creating organizational success.

VI. ELIGIBLE PROJECT ELEMENTS

For this grant opportunity, eligible maritime port redevelopment and improvement project elements are generally limited to capital expense ("CapEx") activities at Massachusetts coastal port facilities that will directly enable the site to provide critical services and supplies for the offshore wind industry. The following CapEx project elements are eligible:

- Fixed landside improvements in support of offshore wind operations, including but not limited to expansion or upgrade of terminals, laydown areas, and other civil and structural infrastructure;
- Rehabilitation, expansion and/or new construction of manufacturing and warehouse facilities, and other such facilities;
- Berth/quayside rehabilitation, improvement or expansion, including but not limited to docks, wharves, piers, roll-on/roll-off structures, and dredging directly related to the improvements to facilitate usage for offshore wind related projects; and
- Infrastructure improvements necessary for safe operations, including port security, navigational safety, lighting and other utilities.

Engineering, design, permitting, and other "soft costs" necessary for the port redevelopment and improvement work are eligible for funding, but limited to ten percent (10%) of the total requested grant funds.

Project elements that are not eligible for funding include:

- Mobile equipment, such as cranes or vehicles and similar equipment whose utility depends, in part, on their ability to be relocated from one location to another;
- Vessel retrofits, conversion, or construction; and
- Facility operations, staffing, and other operating expense activities.

Applicants must clearly and explicitly demonstrate that for any project element(s) proposed for funding using MassCEC grant funds: (1) such element(s) has not been awarded or received funding from the Commonwealth or any political subdivision, agency or instrumentality of the Commonwealth; and (2) such element(s) is separate and distinct from project elements that have previously been obligated or committed to the Commonwealth, including, but not limited

to, economic development and other commitments made in connection with a successful bid for long-term energy contract.

VII. AVAILABLE FUNDING AND COST SHARE REQUIREMENTS

MassCEC has allocated Fifty Million Dollars (\$50,000,000) in funding for projects under this Solicitation and is seeking to leverage private and other funds to invest in high-value offshore wind port projects across the coastal regions of the Commonwealth. MassCEC reserves the right to increase or decrease funding for this solicitation.

Applicants must include in their proposal a base project scope with a requested grant award amount of no more than Fifteen Million Dollars (\$15,000,000). MassCEC will also consider highly competitive proposals that include a secondary, expanded project scope for a requested award amount greater than Fifteen Million Dollars (\$15,000,000); however, such proposals must clearly demonstrate a significant value proposition for the Commonwealth and the offshore wind industry and will have to make a sound and compelling case as to why funding greater than the above referenced target award maximum would be merited. Such proposals must clearly describe the additional benefits and justify the additional investment for the expanded, secondary project scope that would accrue beyond the base project.

All proposals must demonstrate a strong commitment to cost-sharing, as one of the key objectives of this grant opportunity is to utilize state resources to leverage other funding to drive investments in offshore wind port infrastructure. Awarded grant funds will have to be matched as follows: for private entities, MassCEC grant funds must be matched on a 150% cash basis (i.e., for every \$1.00 of grant funding, \$1.50 of private monetary investment must be provided); and for municipalities, funds must be matched on a 25% cash and/or in-kind basis (i.e., for every \$1.00 of grant funding, \$0.25 of local monetary or in-kind investment must be provided).

Projects with greater levels of cost-share will be prioritized in the selection process. Previously incurred costs or previously expended ~~or encumbered~~ funds will not qualify towards the matching requirement. *Incurred costs are those for which goods or services have been provided but for which the provider has not yet been paid (e.g. by the Applicant). Expended funds would be funds already paid to the provider for goods or services, whether or not the goods or services have been delivered or provided. The cut-off date for determining whether costs are “previously incurred” or funds are “previously expended” is the Application due date provided in Section VIII.*

In-kind cost share is the reasonable value of non-monetary contributions of activities and items used in the performance of the awarded project, including but not limited to: personnel time devoted to project activities, materials, or equipment. In-kind value cannot exceed its fair market value and must be prorated according to the share of its total use dedicated to carrying out the project.

As described in **Attachment A**, the application should provide a detailed breakdown of total project costs by project component and task, with a clear delineation of the project elements for which grant funding is being sought. For awarded projects, grant funding will be provided to grantees on a reimbursement basis as critical milestones are met. Applications dedicating cost share expenditures that occur prior to or concurrently with the use of MassCEC funding are strongly encouraged.

VIII. Timeline

The timeline for the MA Offshore Wind Ports Investment Challenge grants process is:

Release of Solicitation	May 12, 2022
Questions due to MassCEC (see Section XI)	May 27, 2022
Questions with Answers Posted	June 10, 2022
Applications Due	July 29 August 12, 2022 by 5pm
Awards Announced	Late September 2022
Contracting Process	October/November 2022

*Dates after application due date are anticipated dates. All dates are subject to change at MassCEC's discretion.

IX. HOW TO APPLY

Interested parties must submit a complete application to MassCEC by the date and time specified in Section VIII. Responses should be provided according to the content requirements and format laid out in **Attachment A**. The submission must be in electronic form, complete with all of the specified attachments and forms, and submitted via email to offshorewind@masscec.com. The words "2022 MA Offshore Wind Ports Investment Challenge" must appear in the email subject line.

X. SELECTION CRITERIA

All applications will be reviewed together after the application due date specified in Section VIII. There will be two phases of review: threshold review and technical and merit review.

In the threshold review, MassCEC will review all applications for completeness, applicant and project eligibility, conformance with award targets, and general clarity and credibility. MassCEC staff may contact applicants to request supplemental information prior to technical and merit review. MassCEC reserves the right to accept, reject, or place applications on hold based on the threshold review.

During technical and merit review, MassCEC will work with a team of reviewers to evaluate each proposal that passes the threshold review according to the selection criteria presented below. During this phase, MassCEC may request an interview with applicants.

In the final phase, the MassCEC offshore wind team and executive leadership will (a) review the results of the technical and merit review, (b) consider the overall value proposition and risks of

a portfolio of awards, and (c) will provide a set of award recommendations to MassCEC's CEO and Chair of the Board of Directors for final approval.

The selection criteria are as follows:

1. PROJECT SCOPE AND SOLUTIONS

- Extent to which the proposed project advances the activation, readiness, and capability of the port facility to provide solutions for high priority needs and opportunities for the offshore wind industry.
- Completeness and credibility of the business and marketing plans and underlying assumptions.

2. PROJECT VIABILITY AND RISKS

- Presentation of a clear strategy and plan for undertaking the activities necessary to complete the project, including design approach, permissions, financing, construction approach, and efficient and effective project management, contracting, oversight, and execution.
- Project readiness and risk including feasibility, schedule, financing, permissions and authorizations.
- Level of backing from the offshore wind and maritime industries and support from the local community and stakeholders.
- **Steps taken, including investments and improvements to the facility, to advance use of the facility for offshore wind purposes prior to release of the Solicitation or the application due date.**

3. COMMITMENT TO DIVERSITY, EQUITY, INCLUSION, ENVIRONMENTAL JUSTICE

- Extent to which the Applicant and team members demonstrate a genuine and proactive commitment to diversity, equity, inclusion, and environmental justice, through project site selection/location, contracting, and hiring as well as internally within their organizations.

4. PROJECT OUTCOMES AND BENEFITS

- Extent to which the project meets a clearly-identified need of the offshore wind industry.
- Extent to which the project directly results in meaningful new job creation and sustainable economic benefits.

5. TEAM EXPERIENCE AND QUALIFICATIONS

- Applicant’s and team members’ experience and demonstrated capacity and ability to deliver high quality work for relevant projects of similar complexity in the area(s) of the proposed project.
- Quality of the applicant’s and team members’ performance on similar initiatives and/or their achievements on such initiatives.

6. BUDGET AND FUNDING

- Extent to which applicant has demonstrated need for grant funds.
- Applicant has demonstrated financial capability to execute project.
- Amount of cost share and the extent to which other funds are leveraged by MassCEC investments.
- Extent to which the project demonstrates a cost-efficient approach to each of the proposed tasks, and completion of the overall project at a reasonable cost.
- Extent to which the requested information is provided in sufficient detail.

7. VALUE DEMONSTRATION

- Overall value proposition of proposed project to the establishment and growth of the offshore wind industry in the Commonwealth, including the four projects currently selected and others to come pursuant to Massachusetts law and formal procurements, and the local supply chain and workforce.
- Comparison of the proposed project to other applicants’ proposals.

XI. CONTACT INFORMATION FOR QUESTIONS

Potential eligible Applicants may submit questions regarding this grant opportunity in writing to offshorewind@masscec.com by the date stated in Section VIII above. Potential Applicants should review this solicitation in its entirety. The words: “Question – 2022 MA Offshore Wind Ports Investment Challenge” must appear in the email subject.

XII. GENERAL SOLICITATION 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 (“Public Records Law”). The Applicant and Co-Applicants acknowledge and agree that any documentary material, data, or other information submitted to MassCEC is presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories under a statutory or common law exemption, including the limited exemption at Massachusetts General Laws

Chapter 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance³. The Applicant and Co-Applicants acknowledge and agree 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. Thus, MassCEC urges the Applicants to carefully consider what documents, materials, data and other information is submitted to MassCEC in connection with this Solicitation.

DISCLAIMER & WAIVER AUTHORITY

This Solicitation does not commit MassCEC to award any funds, pay any costs incurred in preparing an application, or make a grant award. 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 Solicitation in part or in its entirety, or change the application guidelines, when it is in MassCEC's best interests or to comply with applicable laws.

This Solicitation has been distributed electronically using MassCEC's website. It is the responsibility of Applicants to check the website for any addenda or modifications to a Solicitation 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 Solicitation document.

ADDITIONAL DUE DILIGENCE REQUIREMENTS

Successful awardees will be subject to additional due diligence at the discretion of MassCEC. All awardees agree to cooperate with MassCEC in any additional due diligence. Further, all awardees shall adhere to reporting requirements set forth in their respective contracts with MassCEC.

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 D**, which will set forth the respective roles and responsibilities of the parties.

³ Any documentary materials or data whatsoever made or received by a member or employee of the center and consisting of, or to the extent that such materials or data consist of, trade secrets or commercial or financial information regarding the operation of any business conducted by an applicant for any form of assistance which the center is empowered to render or regarding the competitive position of such applicant in a particular field of endeavor, shall not be deemed public records of the center and shall not be subject to section 10 of chapter 66.

ATTACHMENT A: APPLICATION REQUIREMENTS

The application should be (1) completed according to the following content requirements and format, (2) responsive to all of the elements presented below, and (3) submitted according to the instructions in Section IX.

Applicants are strongly encouraged to clearly identify any information in their application that is sensitive or claimed confidential.

Project Summary Sheet

Provide a no more than one (1) page summary of the proposed project, including the following:

- Project name
- Lead Applicant Name
 - Name, email and telephone of the primary point of contact for Lead Applicant
- Co-Applicant Name(s)
 - Name, email and telephone of the primary point of contact for each Co-Applicant
- Contractors (if known)
- Project brief description - no more than 250 word short description of the project.
- Project Location
- Budget and Funding
 - Total Project Cost
 - Grant Funds Requested
 - Matching Funds
 - Sources of Matching Funds

Project Narrative

Provide comprehensive information and descriptions with supporting documentation, figures, and maps for the following sections. The Project Narrative should use a standard 12-point font, with 1-inch margins, and text in a single column only. The Project Narrative may not exceed 25 pages in length, excluding cover page, summary sheet, table of contents, appendices, and the required attachments/forms of this Solicitation. Maps, letters, resumes, project examples, and other supporting documentation may be included as appendices to the Project Narrative.

Section I: Project Overview

- A. Provide an overview and general description of the project including:
- the location and specific site, role that the facility will play in offshore wind, project components, and specific site redevelopment and improvement activities.
 - Identify the constraint or challenge for offshore wind and port facilities that the project will address.
 - List the Applicant(s) and team members.

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- Summarize the project budget, grant funds being sought, and external matching funds to be provided.
 - Provide an overview of the project timeline, with schedule of key milestones and duration of work, and projected completion date.
- B. Describe the role that the completed facility will play in offshore wind. Provide a summary of the business case and rationale for the commercial opportunity in offshore wind being pursued. List any firm commitments or indications of intent from developers, Tier 1 companies, or other active offshore wind industry supply chain businesses to utilize the facility. Describe how the proposed investment would integrate into existing and future OSW development.

Section II. Applicants and Project Team

- A. Identify and describe the Lead Applicant that will enter into the Agreement with MassCEC. Identify the key individuals and describe their relevant experience and qualifications. Provide brief descriptions of up to 3 past projects of similar scope and complexity.
- B. Describe each Co-Applicant and/or Team Member, if applicable, including the type of entity, mission or business function and local address. Identify the key individuals and describe their relevant experience and qualifications. Provide brief descriptions of up to 3 past projects of similar scope and complexity. Joint applications must include a memorandum of understanding signed by all the Co-Applicants that includes a description of the roles and responsibilities of each entity and describes the components of the proposed project that would be carried out by each party.
- C. To the extent known, describe the primary Contractors that will or are anticipated to support and deliver the Project. Identify key individuals and their relevant experience and qualifications. Provide brief descriptions of up to 3 past projects of similar scope and complexity.
- D. In an organizational chart and narrative, describe the responsibilities of and relationships between the Applicant(s), Co-Applicants (if applicable), and Team Members, and Contractors showing key individuals, and a rationale for the organizational structure.

Section III. Project Scope

- A. Describe the vision and business case for the commercial opportunity in offshore wind presented by the rehabilitation and redevelopment project. Include summaries of business and marketing plans and strategies that demonstrate viable and sustainable pathways to capturing long-term offshore wind business. Describe any firm commitments or indications of intent from developers, Tier 1 companies, or other active offshore wind industry supply chain businesses to utilize the facility.

- B. Provide a detailed description of the project that focuses on the technical aspects of the project, the current design status of the project, and describes in detail the project to be constructed.
- Describe the key project elements, including physical improvements and/or new construction to be completed.
 - Present information regarding the engineering and design of the proposed Project that includes all of the proposed work, with narrative, plans and maps.
 - Describe the construction contracting approach, including the proposed procurement model/method, proposed contractor(s) if known, construction sequencing and associated durations for major elements of the project.
 - Describe key assumptions and potential challenges for the schedule, as well as opportunities to accelerate the schedule.
 - Describe the approach on contingencies/reserves.
 - Describe the use of performance guarantees/liquidated damages in the anticipated construction contracts, if applicable.
- C. Provide evidence of project site control and other information affirming that the Applicants have the necessary authority to execute the project. Site control may be in the form of ownership or a lease agreement (for a minimum of 15 years). If site control is pending, as in the case of an executed purchase and sales agreement, (i) the Applicant must provide details of any conditions or terms of the agreement that must be satisfied in order to close the transaction and associated timelines and (ii) Applicant must provide a good faith estimate as to when Applicant will take control of the property. In the case of site leases, the applicant must provide evidence that such agreements include the necessary permissions from the landowner to complete the proposed project. MassCEC reserves the right to review purchase and sales and lease agreement, with reasonable redactions.
- D. Provide a summary of the necessary environmental and necessary reviews, permits and approvals and the Applicants and team members approach to securing the required approvals, including status and projected timelines.
- E. Provide an assessment of project risks, including permitting, supply chain and/or procurement delays, and potential increases in project costs. Describe the measures and actions that will be implemented to mitigate risk.

Section IV. Budget and Funding Summary

Provide a budget covering all aspects of the proposed project.

- Identify all major project elements and specify the funding source(s) for each element.
- Indicate total project costs and provide a detailed budget breakdown by major project elements and tasks; clearly identify those project elements for which MassCEC grant funds are being sought by Lead Applicant and/or Co-Applicants.

- Describe the overall need for the grant funds and demonstrate that the project cannot be easily and efficiently completed without external funding or financial assistance.
- Describe the financial capacity of the Applicant(s) to complete the proposed project and meet the match requirements of the grant.
- Describe other sources of funding that have been secured or may be available to the project. Describe how the project budget represents a cost-effective approach to the project.

Section V. Diversity, Equity, Inclusion, and Environmental Justice

Describe how the project will advance principles of diversity, equity, inclusion, and environmental justice.

- Describe if the project is located in or near Environmental Justice populations and/or Gateway Municipalities.
- Describe measures to prioritize the use of Diverse Business Enterprises (including minority business enterprises, women business enterprises, veteran business enterprises, or service-disabled veteran-owned business enterprises, as defined by the Commonwealth of Massachusetts Operational Services Division's Supplier Diversity Office), including local business subcontractors to provide supporting work as applicable.
- Provide a summary of your organization's commitment to DEI and/or EJ principles. If available, please provide or link to any relevant materials (e.g., organization guidance documents, mission/vision statements, etc.). You may also include brief examples of initiatives, projects, or other work in which the Lead Applicant and/or Co-Applicants and Team Members have demonstrated a clear commitment to advancing DEI and/or EJ principles.

Section VI. Economic and Other Benefits

- A. Describe the new job creation and sustainable economic benefits that will result from the project.
 - Provide estimates for direct and indirect jobs (in job-years) and economic impacts (values of goods, services, and labor) on an annual basis through 2035, including both the short term design and construction and the long-term operational and economic impacts.
 - Describe the information sources and methodology, including all assumptions, used to develop these estimates.
- B. Describe how the project fits into and/or complements the overall offshore wind ecosystem in Massachusetts and southern New England.

Section VII. Detailed Work Plan

- A. List and describe all tasks required to complete the project and associated cost.
- B. Present the tasks in chronological order to the extent possible and include sub-tasks where appropriate.

- C. Identify specific Team Members or Contractors responsible for completion of tasks.
- D. Identify and describe key milestones, decision points, and deliverables.
- E. Provide in table form a summary list of major project tasks, milestones, schedule and proposed MassCEC grant payment schedule. See **Attachment C** for an example summary table.

Forms and Attachments

Complete and include the following required forms:

- Signature and Acceptance Form – **Attachment B** to this solicitation.
- Schedule of tasks, milestones/deliverables, schedule, and MassCEC payments – **Attachment C** to this solicitation.

Review and, if applicable, provide edits and/or comments on the Sample Agreement – **Attachment D** to this solicitation.

**ATTACHMENT B: AUTHORIZED REPRESENTATIVE SIGNATURE
AND ACCEPTANCE FORM**

Massachusetts Offshore Wind Ports Investment Challenge

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

The undersigned and each Co-Applicant 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 Solicitation; (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 Co-Applicant understands that, if the Application is selected by MassCEC pursuant to this Solicitation, 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 Co-Applicant, and MassCEC, with respect to the project described in the Solicitation.

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

Applicant: _____
(Printed Name of Applicant Company or Municipal Entity)

By: _____
(Signature of Authorized Representative)

Name: _____
(Printed Name of Authorized Representative)

Title: _____

Date: _____

ATTACHMENT C: PROJECT TASKS, DELIVERABLES, SCHEDULE AND MASSCEC PAYMENTS

A final version of this table will be incorporated into the grant agreement for a selected application. Add rows as needed.

Table 1: Tasks, Milestones/Deliverables, and Payment Schedule

Task #	Task Name	Milestones and Deliverables	Completion Date	MassCEC Payment Amount	Cost Share Amount
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.	Periodic and Final Reporting	Periodic Report 1 Periodic Report 2 Periodic Report 3 Final Report			
	TOTAL			\$_____	\$_____

ATTACHMENT D: SAMPLE AGREEMENT

GRANT AGREEMENT

This Grant Agreement (the “Agreement”), effective as of [Date – Month DD, 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, MA 02108, and [Grantee Name] with a principal office and place of business at [Grantee Address] (“Grantee”). Each of MassCEC and Grantee are at times referred to in this Agreement as 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]; and

WHEREAS, [use as many clauses as necessary].

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

1. Performance of the Work

- a. Grantee shall complete the Project and provide the deliverables (the “Deliverables”) described in the Scope of Work set forth in Attachment 1 (the “Scope of Work”).
- b. Grantee is solely responsible for all Project decisions, the preparation of all plans and specifications, and completing the Project in accordance with the Scope of Work.

2. Term

The term of this Agreement shall commence on the Effective Date, and shall expire on [Date – Month DD, YYYY] (the “Term”).

3. Grant Amount; Payment; Rescission

- a. *Grant Amount.* In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, MassCEC agrees to provide Grantee with funds in an amount not to exceed [write out amount] Dollars (**\$numerical amount**) (the “Grant”). The Parties acknowledge and agree that this is a maximum authorization, and MassCEC is under no obligation to transfer the full amount to Grantee, or any amount, in the event Grantee does not satisfy the requirements under this Agreement. Grantee acknowledges and agrees that receipt of this Grant, or any portion of this Grant, does not create any rights of preferences to receive subsequent funding from MassCEC. In no event shall the Grant exceed the amount specified in this section.

- b. *Payment.* MassCEC will pay Grant funds to Grantee in installments in accordance with the Schedule and Deliverable table set forth in Attachment 1 (each installment a “Grant Installment”) within forty-five (45) days of approval of the corresponding Deliverable, receipt of a written invoice describing the work performed with Grant funds during the invoice period, and receipt of a completed and signed Cost Share and Expenditure Certification (Attachment 2). Approval of Deliverables in advance of payment shall be at MassCEC’s sole discretion.

- c. *Rescission.* If Grantee materially breaches any term of the Agreement, in addition to the ability to terminate as set forth in Section 8(a), MassCEC shall have the right to rescind past and future Grant payments; provided, however, that Grantee shall have the opportunity to cure such breach within thirty (30) days of the breach and if Grantee does so, MassCEC shall not exercise the right to rescind Grant payments. If Grantee becomes insolvent, makes an assignment of rights or property for the benefit of creditors, files for or has bankruptcy proceedings instituted against it under the federal bankruptcy law of the United States, or if MassCEC reasonably believes that such an event is imminent, information or conditions come to the attention of MassCEC causing MassCEC to determine the Project cannot be completed as contemplated pursuant to this Agreement, MassCEC, acting in its sole discretion, may rescind the remaining undisbursed portion of the Grant.

4. Project Managers

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

For MassCEC:

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

For Grantee:

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

- b. Grantee shall obtain prior written approval from MassCEC to make any change to its Project Manager. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, if done in compliance with the notice provisions of Section 5.

5. Notice

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

6. Publicity; Use of Name

- a. Grantee shall collaborate directly with MassCEC to prepare any public statement, media strategy, 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, including, but 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 (each, a "Public Statement") and shall in no event be permitted to publish, release, or otherwise disseminate any such Public Statement without MassCEC's prior written consent.
- b. Grantee agrees that MassCEC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, Deliverables, and other information produced in the course of the Project's completion, and to use the information in such materials contained to produce summaries, case studies, or similar information resources.

7. Other Requirements

- a. *Program Evaluation.* Grantee agrees to support MassCEC's program evaluation activities, and MassCEC's dissemination of information regarding Grantee's experiences. To this end, Grantee agrees that its key personnel and contractors working on the Project will be available at reasonable times with advance notice to be interviewed by MassCEC or its authorized representatives for purposes of program evaluation or case study development.
- b. *Grant Administration.* Grantee shall use the Grant funds only for the activities described in the approved Scope of Work. Grantee shall maintain financial records relating to the receipt and expenditure of all Grant funds in accordance with the terms set forth under this Agreement for a period of seven (7) years from the Effective Date.
- c. *Grant Expenditure.* All costs incurred by Grantee before the Effective Date are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee shall not incur any costs to be charged against Grant funds prior to the Effective Date.

- d. *Cost Share.* Grantee agrees to meet and maintain a minimum [number written out] percent ([number]%) cost share for the Project (“Cost Share”). MassCEC and Grantee will share in any cost savings that result from Project expenses that are less than the amount identified in the Project Budget by maintaining the minimum Cost Share. [NOTE: THIS SECTION WILL BE UPDATED BASED ON APPLICANT AND PROJECT. Grantee agrees and acknowledges that its Cost Share [may or must] be cash, [documented grants from other parties (such as other state or federal agencies or charitable organizations), in-kind contributions, or a combination thereof, if applicable], and that consultants or subcontractors performing work on the Project shall not provide any of the Cost Share.]
- e. *Allowable Expenses.* Grantee’s costs uniquely associated with the Project and incurred directly in the completion of Milestones set forth in the Scope of Work and identified in the Project Budget (the “Allowable Expenses”), shall be eligible for Cost Share. For the avoidance of doubt, Allowable Expenses shall not include general administration, overhead, mark-ups, travel (either by Grantee or by subcontractors to Grantee), Grantee’s own labor, or general purpose facilities, equipment, materials, or software.
- f. *Reporting.* Grantee shall submit reports as applicable pursuant to the reporting guidelines set forth in Attachment 3 of this Agreement.

8. Termination

1. MassCEC may terminate this Agreement at any time if Grantee has materially breached any term of the Agreement and fails to cure such breach as provided in Section 3(c).
2. 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 action inconsistent with MassCEC performing its obligations under this Agreement.
3. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 6(b), 7(b), 8, 10, 11, 14, 15, 18, 19, 20, 21, 23, 25, and 26 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

9. Tax Forms and Grant Taxability

- a. Grantee shall provide MassCEC with a properly completed United States Internal Revenue Service (“IRS”) Form W-9 (the “W-9”). Failure to provide the W-9 shall be grounds for withholding all Grant Installments until such W-9 is received. W-9s shall be emailed to finance@masscec.com.
- b. Grants may be considered taxable income by the IRS and the Massachusetts Department of Revenue. Grantee is solely responsible for any failure to timely consult with a tax professional to determine the federal and/or state tax implications of this Agreement. MassCEC will issue an IRS Form 1099 to each Grantee. 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.

10. Access and Use

Grantee agrees to license or otherwise make available to MassCEC in perpetuity, without charge, Grantee's interest in and copyright (if any) to all non-confidential materials prepared and produced in relation to the Project, including, without limitation, all plans, specifications, and analyses developed in connection with the Project and specified as being for MassCEC's use and public dissemination; provided, however, that any and all inventions that are conceived or first reduced to use during the course of the Project shall be the sole property of Grantee (except that if jointly invented, title shall flow in accordance with United States patent law), and any licensing requests for such inventions shall be subject to good faith negotiations between the Parties.

11. Audit

At any time prior to the completion of the Project and as otherwise provided in this section, MassCEC shall have the right to audit Grantee's or its other agents' records to confirm the use of the Grant awarded under this Agreement. If such audit reveals that any portion of such funds was used for purposes not permitted under the Agreement (a "Nonconformance Event"), then Grantee shall refund to MassCEC the amount determined by such audit to have been improperly used within thirty (30) days of Grantee's receipt of such audit and demand. In the event such audit reveals a Nonconformance Event, MassCEC shall be entitled to immediately terminate this Agreement and discontinue disbursing Grant Installments to Grantee from the date the audit is completed, subject to any limitations set forth by Section 8. Grantee shall maintain books, records, and other compilations of data pertaining to the funds paid pursuant to this Agreement to the extent and in such detail as to properly substantiate use of such payments. 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 from audit or other action, 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 Grantee which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review, and copying of records.

12. Assignment and Subcontracting

Grantee shall not assign or in any way transfer any interest in Grant funds without the prior written consent of MassCEC, nor shall Grantee subcontract any of its obligations hereunder without the prior written consent of MassCEC; provided, however, that any subcontract entered into by Grantee pursuant to this Section 12 shall not relieve Grantee from any of its obligations pursuant to this Agreement, any act or omission by a subcontractor of Grantee shall be deemed an act or omission by Grantee, and Grantee shall be responsible for each of its subcontractors complying with all obligations of Grantee pursuant to this Agreement.

13. Compliance with Laws

Grantee agrees to comply with all applicable federal, 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.

14. Indemnification

- a. To the fullest extent permitted by law, Grantee 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 Grantee, its officers, directors, employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Grantee, its officers, directors, employees, agents, subcontractors, or assigns. Without limiting the foregoing, Grantee 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 Grantee or any of its agents, officers, directors, employees, or subcontractors.
- b. In no event shall either Party be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business) arising out of or related to Grantee's, its employees', agents', or assigns' performance of the Project under this Agreement.

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 (the "Public Records Law"). Grantee 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 under a statutory or common law exemption, including the limited exemption set forth in M.G.L. c. 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Grantee shall be solely responsible for considering what documents, materials, data, and other information are submitted to MassCEC in connection with this Agreement.

Grantee agrees and acknowledges that MassCEC shall have the right to disclose the name of Grantee and/or payee, the amount of the payment pursuant to 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. Insurance

Grantee 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. GRANTEE 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, Grantee 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 Grantee's responsibility and shall not relieve Grantee of any responsibility to MassCEC.

17. Conflict of Interest

Grantee acknowledges that all MassCEC employees are subject to the Commonwealth's Conflict of Interest statute, codified at M.G.L. c. 268A.

18. Lobbying

No funds awarded by this Agreement may be used to pay for or otherwise support any activities intended to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing "legislative agents" or "executive agents" set forth in the Commonwealth's Lobbying Law, codified at M.G.L. c. 3, Section 39.

19. Choice of Law and Forum; Arbitration; Equitable Relief

- 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 under this subsection.
- 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.

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 Grantee) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Grantee in the manner provided in Section 5. 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. 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 Grantee, its employees, agents, or officers.

24. Counterparts

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

25. Headings; Interpretation

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (x) to sections, subsections, schedules, and exhibits mean the sections of, the subsections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions of such agreement, instrument, or other document; and (z) to a statute means such statute as amended from time to time and includes any successor legislation to such statute and any regulations promulgated under such statute. Whenever the singular is used in this Agreement, the same shall include the plural, and whenever the plural is used in this Agreement, the same shall include the singular, where appropriate. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective legal counsel.

26. 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 Grantee'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. Attachment 1—Scope of Work
- B. Attachment 2 – [Cost Share and Expenditure Certification]
- C. Attachment 3 – Reporting Guidelines

[Remainder 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

[Grantee's full legal entity name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:

Attachment 1

Scope of Work

Attachment 2

Expenditure and Cost Share Certification

For submission with Grantee's invoice

Grantee Contact and Project Financing Information	
Project Title	
Grantee Contact Name, Title	
Company/Organization	
Milestone # and Name	
Grant Installment Amount Requested	
Grantee Cost Share Amount for Milestone	
Cost Share Source(s)	<i>I.e. Investors, in-kind, labor, cash, etc. Please include names of entities contributing to each type of cost share, amounts for each</i>

This Expenditure and Cost Share Certification is subject to the Agreement, by and between Grantee and MassCEC. By signing below, the undersigned certifies that:

1. They are authorized to sign on behalf of Grantee;
2. MassCEC, pursuant to Section 11 of the Agreement, has the right to audit records to confirm the use of funds is consistent with the Grant requirements and may do so at any time in compliance with the terms of the Agreement; and
3. Grantee has used and/or will use all Grant funds for the Project.

By: _____
(Signature of Authorized Representative)

Name _____

Title _____

Date _____

Attachment 3

Reporting Guidelines

Grantee shall comply with the following reporting requirements and guidelines during the Term:

1. Quarterly Progress Reports: Within thirty (30) days after the end of each quarterly reporting period (January 30, April 30, July 30, October 30), the Grantee must provide a concise narrative assessment of the status of work of the Project and include the following information:
 - **Cover Page:**
 - Grantee Name
 - Project Title
 - Project Manager with contact information
 - Report Submission Date
 - Reporting Period Start and End Date.
 - **Project Overview:** a written comparison of the actual project accomplishments with the project goals and objectives established for the reporting period; if goals and/or objectives were not met, a detailed description of the discrepancy shall be provided.
 - **Accomplishments:** a discussion of what was accomplished under the goals and objectives established for this reporting period, including major activities, significant results, key outcomes, or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact MassCEC's Project Manager for further information.
 - **Budgetary Information:** A comparison of the approved budget by budget period and the actual costs incurred during the reporting period shall be provided. If cost sharing is required, the cost breakdown shall show the MassCEC share, Grantee share, and total costs.
 - **Schedule Status:** List milestones, anticipated completion dates, and actual completion dates.
 - **Changes/Problems:** Describe any changes during the reporting period in project approach and the reasons for these changes. Describe any actual or anticipated problems or delays and any actions taken or planned to resolve them. **Note:** any significant changes to the Scope of Work require prior written approval of MassCEC.
 - **Participant & Other Collaborating Organizations:** Describe any absence or changes of key personnel or changes in Project Team arrangement during the reporting period.
2. Special Status Reports: During the course of the Project, problems, delays, or adverse conditions with materially impair the Grantee's ability to meet the objectives of the Project or otherwise satisfy milestone requirements, or which may require MassCEC to respond to

questions related such events from the public may arise. In the event of such an incident, the Grantee must file a report to MassCEC including the anticipated impact and remedial action to be taken to correct or resolve the problem or condition. Such incidents may include, without limitation:

- Violations by any subcontractors of any terms or conditions of the Agreement;
- Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the Grant;
- Any improper claims or excess payments arising out of or relating to work under the Grant;
- Potential or actual violations of the cost share requirements under the Grant;
- Potential or actual violations of the lobbying restrictions under the Agreement;
- Potential or actual bankruptcy/insolvency of the Grantee;
- Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the Grant;
- Any fatality or injuries requiring hospitalization arising out of or relating to work under the Grant;
- Potential or actual violations of environmental, health, or safety laws and regulations, any significant environmental permit violation, and any incident which causes a significant process or hazard control system failure;
- Any event which is anticipated to cause a significant schedule slippage or cost increase;
- Developments that have a significant favorable impact on the project; and,
- Any incident arising out of or relating to work under the award that has the potential for high visibility in the media.

Grantee must provide relevant special status reports as soon as commercially feasible following the occurrence of an event meriting such a report.

3. Reports as Requested by MassCEC: In the event information relative to the Project comes to the attention of MassCEC resulting in MassCEC requesting a report from Grantee, Grantee shall provide a report detailing a response to any questions specified by MassCEC at that point in time. Grantee must provide such reports as soon as commercially feasible following a request for such a report from MassCEC.