



## Request for Proposals: Maritime and Aviation Decarbonization Sector Mapping

Date of Issue: March 18, 2026  
Proposals Due: May 1, 2026 @ 4:59PM

All proposals must be submitted to:  
[CleanTransportation@MassCEC.com](mailto:CleanTransportation@MassCEC.com)

## I. SUMMARY

Through this Request for Proposals (“RFP”) the Massachusetts Clean Energy Center (“MassCEC”) is seeking qualified consultants or professionals (“Technical Consultant” or “Applicant”) with experience in clean transportation, maritime decarbonization, aviation decarbonization, data analysis, and stakeholder engagement to serve as a technical consultant and project manager under MassCEC’s Maritime and Aviation Decarbonization Sector Mapping Initiative (the “Initiative”).

To date, MassCEC’s transportation programming has focused on decarbonization of on-road vehicles; however, reducing emissions from the maritime and aviation sectors will be an important step in meeting the state’s climate goals. The maritime and aviation sectors present unique challenges to decarbonization including low rates of replacement, high costs of infrastructure and equipment, limited decarbonization technology options, lack of resources and assistance programs, and complex infrastructure needs, ownership structures, and regulatory environments.

To address these complexities, the Technical Consultant will be responsible for:

1. Ongoing management and reporting;
2. Developing baseline sector mapping by identifying key stakeholders, existing decarbonization technologies, supporting infrastructure, and relevant policy/regulatory measures in these sectors;
3. Conducting robust stakeholder engagement with relevant industry entities to understand market needs, opportunities and potential barriers, which will inform the sector map and decarbonization recommendations; and
4. Developing a set of recommendations to identify near term (0-5 years) next steps for MassCEC and other Massachusetts state agencies to address barriers to maritime and aviation decarbonization.

MassCEC anticipates selecting one (1) Technical Consultant team under this RFP.

## II. ABOUT MASSCEC

The Massachusetts Clean Energy Technology Center (MassCEC) is a quasi-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. INITIATIVE GOALS AND DESCRIPTION

#### GOALS AND SCOPE

The goal of the Initiative is to assist MassCEC and the Commonwealth in determining actionable, near-term recommendations for aviation and maritime decarbonization. The recommendations should focus on opportunities that are within the jurisdiction of the state. The recommendations should be a mix of short-term (1 month – 1 year) and medium-term (1 – 5 years), creating pathways to spur initial decarbonization work which can then inform longer-term strategies for decarbonizing these sectors.

To achieve this goal, the Technical Consultant will answer the following guiding questions:

1. What are the key barriers to maritime and aviation decarbonization, and how can the state begin to address those barriers in the near term (0-5 years)?
  - a. What are the actionable next steps (e.g. programs/initiatives, policies, stakeholder engagement, etc.) that the state should explore?
2. Who are the key entities that need to be involved to begin successful decarbonization efforts in MA?
3. What sub-sectors within the maritime and aviation sectors provide the most promising opportunities for decarbonization in the near term?
  - a. What sub-sectors are further from making decarbonization progress and should not be a focus of state efforts?
4. What technologies provide the most promising solutions for decarbonization in the near term?
5. What is the potential scale of emissions reductions that would result from these decarbonization efforts?

Applicants should note the following scope of work parameters as well:

- For the purposes of this RFP, decarbonization may include electrification, renewable fuels, hydrogen, and any other technologies or efficiencies that reduce emissions.

- Given the scale of the maritime and aviation sectors, this Initiative will focus solely on recommendations to decarbonize vessels and aircrafts, including analysis on the relevant corresponding infrastructure (e.g. charging and fueling infrastructure). The Technical Consultant will not be expected to make recommendations on facilities, port or terminal infrastructure, or off-road port or terminal vehicles.
- The Initiative should focus on maritime and aviation decarbonization within Massachusetts, but as needed, the Technical Consultant may engage out-of-state (regional, national, or international) stakeholders and reference relevant sector work happening outside of Massachusetts to contribute to the research and learnings under the Initiative.

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## BACKGROUND

While the maritime and aviation sectors currently present fewer opportunities for decarbonization due to the complexities mentioned above, MassCEC intends to begin the work necessary to prepare for upcoming decarbonization needs and opportunities and scale existing decarbonization efforts. MassCEC intends to build on existing work in these sectors, specifically the Massachusetts Port Authority’s (“Massport”) Sustainable Aviation Fuel (“SAF”) Hub, which convenes key aviation stakeholders to catalyze SAF adoption in the region. As part of alignment with broader state efforts, the Technical Consultant will be expected to align efforts under this Initiative with the SAF Hub, Massachusetts’s Clean Energy and Climate Plans (“CECPs”),<sup>1234</sup>.

Other state transportation efforts have resulted in the successful development of recommendations and can provide an example of the type of actionable recommendations MassCEC is seeking through this Initiative. Examples include Massport’s [Recommendations to the Governor on Accelerating the Adoption of Sustainable Aviation Fuels in Massachusetts and New England](#) and the Electric Vehicle Infrastructure Coordinating Council’s (“EVICC”) [Second Assessment to the General Court](#).

## IV. ELIGIBILITY

Eligible Applicants include sole proprietors, professional consultants, nonprofits, institutions, or companies with multiple employees. MassCEC strongly encourages Applicants to form a team with sub-vendors (“Applicant Team”) to provide all the requisite experience required for the Scope of Work outlined in Section IV below. Proposals must be submitted by a single lead Applicant and must clearly identify relevant Applicant Team sub-vendor(s) with whom to jointly respond to this RFP and their respective roles and experience.

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<sup>4</sup> [MA SAF Hub](#) and [Massachusetts Clean Energy and Climate Plan for 2025 and 2030](#).

The successful Applicant to this RFP will demonstrate:

1. Experience with program management;
2. Technical knowledge of the maritime and aviation sectors;
  - a. Demonstrated existing relationships with stakeholders in these sectors is a plus.
3. Experience with engagement and facilitation across a broad group of stakeholders; and
4. Ability to handle and analyze large quantities of quantitative and qualitative data and synthesize and present results effectively.

MassCEC strives to partner with organizations, companies, and entities that consciously work to create a fair and equitable work environment. MassCEC encourages such partners to have a policy to 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.

## V. ESTIMATED TIMELINE

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

Release of RFP	March 18, 2026
Webinar	March 26, 2026 @ 2pm EST
Questions due to MassCEC via email to <a href="mailto:cleantransportation@masscec.com">cleantransportation@masscec.com</a>	April 8, 2026
Questions with Answers Posted to MassCEC Website	April 15, 2026
Proposals Due	May 1, 2026
Interviews of Top Applicants	Mid-May 2026
Notification of Award	June 2026

## VI. SCOPE OF WORK

The Applicant should review and respond to all four (4) scopes of work described below. If necessary, the Applicant may add to the scopes listed below. The value added by additional scopes of work proposed by the Applicant should be clearly articulated in the associated Workplan Narrative as described in Section VII.

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### SCOPE 1: MANAGEMENT AND REPORTING

### *Task 1A: Ongoing Management*

The Technical Consultant will be responsible for oversight of the Initiative and any communication between MassCEC, the Technical Consultant Team, and stakeholders. The Technical Consultant should identify one (1) lead point of contact for the Initiative. The Technical Consultant will be available for monthly **Status Calls** with MassCEC and will produce monthly **Status Slide Decks**. Status updates to include:

- Key findings to date;
- Summary of stakeholder engagement and/or sector mapping progress, as applicable;
- Challenges/barriers identified in executing the Scopes of Work, and how those barriers were or will be addressed; and
- Identification of next steps and action items to be completed prior to the next monthly call.

MassCEC will provide a template for the monthly Status Slide Decks.

### *Task 1B: Quarterly Taskforce Meetings*

Throughout the duration of the Initiative, the Technical Consultant will be expected to lead a quarterly Taskforce Meeting comprised of MassCEC and other state agencies. The Taskforce Meetings should include status updates to keep agencies apprised of key Initiative activities, findings, and next steps. The goal of the Taskforce is to coordinate with other state initiatives happening in these sectors, such as Massport's SAF Hub, and ensure agency agreement for the eventual Scope 4 Recommendations. MassCEC will identify Taskforce members and coordinate Taskforce convening. Applicants should not identify or reach out to prospective Taskforce members for the purposes of this Application.

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## SCOPE 2: BASELINE SECTOR MAPPING

### *Task 2A: Initial Sector Map*

The Technical Consultant will develop an **Initial Sector Map** to establish a baseline understanding of the current maritime and aviation sectors in Massachusetts. The Technical Consultant may elect to divide this Task into separate deliverables for the maritime and aviation sectors, if preferred. This Initial Sector Map will include:

- **Key Stakeholders and Infrastructure** – identification of location and scale of existing ports and terminals in MA, including whether ports/terminals are in Burdened Areas<sup>5</sup>; key stakeholders in the maritime and aviation sectors (vessel/aircraft owners/operators, regulators, technology providers, state/regional/federal entities, research institutions, etc.); sub-sectors within the broader maritime and aviation sectors (e.g. short-haul vs long-haul aircrafts); infrastructure and vessel/aircraft ownership models;

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<sup>5</sup> <https://mass-eoea.maps.arcgis.com/apps/instant/sidebar/index.html?appid=4be63e892a3d42d69334615a64095a39>

- **Emissions Analysis** – analysis of current emissions levels from the maritime and aviation sectors in MA to include a breakdown by sub-sector.

*Task 2B: Acquisition of Datasets*

Concurrently with Task 2A, the Technical Consultant will identify and **Acquire Datasets** necessary to inform the Initial Sector Map and subsequent Scope 4 Recommendations. Ownership of datasets will remain with MassCEC for future use, and the Technical Consultant will be able to access and use the data as needed for the duration of the Initiative.

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SCOPE 3: SECTOR ENGAGEMENT AND FINALIZED SECTOR MAP

*Task 3A: Stakeholder Engagement Plan*

Based on findings from Scope 2, the Technical Consultant will develop a **Stakeholder Engagement Plan** outlining the proposed approach to engaging key stakeholders. The goal of this engagement will be to facilitate thorough dialogue with assorted stakeholders to refine the Initial Sector Map, understand current and upcoming decarbonization efforts, identify the market needs, opportunities and potential barriers to decarbonization, and inform Scope 4 Recommendations. The Stakeholder Engagement Plan should be structured in accordance with Tasks 3B-E below. MassCEC will review and approve the plan before work on Task 3B-E begins, and will identify which stakeholder conversations MassCEC will participate in. The Plan should be informed by Scope 2 and include:

- Identification of key stakeholders to engage and reasoning for engagement;
- Questions for and/or information needed from stakeholder groups;
- Proposed method of engagement (e.g. survey, email questionnaire, video interview, in-person interview, etc.);
- Roundtable event plans; and
- Engagement timeline and proposed communication frequency.

Key stakeholders may include, but are not limited to:

- State agencies and policymakers;
  - Note: MassCEC should be included in all state agency conversations.
- Vessel and aircraft owners and operators;
- Ports and terminal owners and operators;
- Technology suppliers and Original Equipment Manufacturers (“OEMs”);
- Utilities;
- Research and academic institutions;
- Regulatory and enforcement entities;
- Industry groups;
- Relevant regional and/or national entities involved in these sectors; and
- Environmental advocacy organizations and non-profits.

### *Task 3B: Stakeholder Engagement – Phase 1*

The Technical Consultant will conduct stakeholder engagement as planned in Task 3A. This round of engagement should engage individual and small groups of stakeholders as appropriate with the goal of collecting a large volume of feedback from a diverse set of stakeholders through in-person and virtual interviews. Task 3B should begin prior to Task 3C/3D Roundtables and continue after Task 3C/3D Roundtables for any additional follow-up needed.

As a record of this engagement, the Technical Consultant will share an **Ongoing Outreach Tracker** with MassCEC detailing engagement to date (e.g. stakeholders contacted, stakeholders engaged, methods for engagement, and date of engagement). The Technical Consultant will additionally present this information, with a focus on synthesis of feedback, in the **Status Calls** detailed in Task 1A.

Applicants should consider travel costs when developing a budget for this Task. Engaging some key stakeholders, such as vessel owners and operators, may require the Technical Consultant to travel for in-person meetings and conversations at ports or terminals.

### *Task 3C: Roundtable 1 – Aviation Decarbonization*

In accordance with Task 3A, the Technical Consultant will plan and execute an in-person **Aviation Decarbonization Roundtable** event and invite aviation stakeholders engaged in Task 3B to attend. The goal of the first Roundtable is to collect initial information on current aviation decarbonization efforts, including barriers, successes, and opportunities, as well as feedback and ideas for potential future decarbonization efforts that should be considered in Scope 4 recommendations. The Technical Consultant will produce an **Aviation Roundtable Feedback Summary** to share with MassCEC post-event.

### *Task 3D: Roundtable 1 – Maritime Decarbonization*

In accordance with Task 3A, the Technical Consultant will plan and execute an in-person **Maritime Decarbonization Roundtable** event and invite maritime stakeholders engaged in Task 3B to attend. The goal of the first Roundtable is to collect initial information on current maritime decarbonization efforts, including barriers, successes, and opportunities, as well as feedback and ideas for potential future decarbonization efforts that should be considered in Scope 4 recommendations. The Technical Consultant will produce a **Maritime Roundtable Feedback Summary** to share with MassCEC post-event.

### *Task 3E: Final Sector Map*

Building upon Task 2A and feedback collected throughout Scope 3, the Technical Consultant will develop a **Final Sector Map** for the maritime and aviation sectors as a comprehensive tool identifying key stakeholders and infrastructure, relevant regulations and policy, and available and upcoming technologies. The Final Sector Map may incorporate federal and regional information but should be focused on the MA landscape. The Technical Consultant may elect to divide this Task into separate deliverables for the maritime and aviation sectors, if preferred.

The Final Sector Map will include, in addition to the contents of the Initial Sector Map described in Task 2A:

- **Regulations and Policies** – a comprehensive overview of the current policy/regulatory landscape that impacts decision-making (including decarbonization efforts); identification of regional policies and relevant federal policies; identification of relevant state climate goals and initiatives;
- **Existing Early/Growth Stage Technologies** – identification of decarbonization technologies currently in use and early stage and maturing decarbonization technologies that have potential to be utilized in each sector, defined by Technology Readiness Level (“TRL”) and Adoption Readiness Level (“ARL”), and for early stage/maturing technologies including potential use-cases in the Massachusetts context;<sup>6</sup>
- **Barrier Identification** – identification of common barriers to decarbonization in these sectors;
- **Potential Focus Areas** – identification of sub-sectors within the broader maritime and aviation sectors that are well positioned to begin decarbonization efforts in the near-term; identification of sub-sectors that are not well positioned for decarbonization and/or are outside state jurisdiction;
- **Workforce Needs** – preliminary analysis of the upskilling needed to support a decarbonized aviation and maritime sector.
- **Emissions Reduction Potential** – analysis of potential scale of emissions reduction relative to decarbonization options.
- **Non-MA Initiatives** – analysis of current or previous successful aviation and maritime decarbonization initiatives outside of MA (regional, national or international).

#### *Task 3F: CECP Coordination*

Throughout the duration of the Initiative, the Technical Consultant will coordinate with the Executive Office of Energy and Environmental Affairs (“EEA”) on its 2035 Clean Energy and Climate Plan (“CECP”). The Technical Consultant will connect with the appropriate EEA staff in Fall 2026 to align their emissions reduction modeling approach with EEA’s recently completed modeling work. Subsequently, the Technical Consultant will assist with drafting content on the maritime and aviation sectors for the 2035 CECP in Spring 2027.

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## SCOPE 4: DEVELOPMENT AND COMMUNICATION OF RECOMMENDATIONS

#### *Task 4A: Develop Draft Recommendations*

The Technical Consultant will use information collected throughout Scopes 2 and 3 to produce a set of **Draft Recommendations** identifying short- and medium-term (0-5 years) next steps to begin decarbonizing the maritime/aviation sectors and the corresponding scale of potential emissions reductions, if applicable. Recommendations should outline potential impact on and

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<sup>6</sup> Early technologies refer to TRL 2-4 / ARL Low to Medium Readiness. Growth stage technologies refer to TRL 5-9 / ARL Medium to High Readiness. [Technology Readiness Levels](#) and [Adoption Readiness Levels](#)

benefits to Burdened Areas.<sup>7</sup> Recommendations should be specific, actionable, and within the jurisdiction of MA state entities. For example:

- Inclusion of aviation and maritime decarbonization technologies on Operational Services Division (“OSD”) statewide contracts;
- Deployment of funding to support decarbonization demonstration projects of a specific subsector of the maritime/aviation sectors;
- Creation of educational resources or a hub for stakeholders in these sectors to further decarbonization efforts;
- Development of an aviation or maritime-focused carveout within existing state climatetech programs; and/or
- Development of a technical assistance program to provide guidance to vessel/infrastructure owners hoping to undertake decarbonization projects.

While the recommendations for MassCEC should be directives, recommendations involving participation from other agencies should be exploratory. An initial version of the Draft Recommendations should be shared with MassCEC prior to finalizing.

#### *Task 4B: State Agency Engagement – Draft Recommendations*

The Technical Consultant will develop a **Presentation of Draft Recommendations** to share with MassCEC and other key state agencies. A draft of the Presentation of Draft Recommendations should be shared with MassCEC for feedback and approval prior to finalizing. Once approved, the Technical Consultant will present the Recommendations to state agencies for initial feedback; the presentation will be followed by a feedback session with the state agencies. MassCEC will assist with communication and scheduling.

#### *Task 4C: Roundtable 2 – Aviation Decarbonization*

In accordance with Task 3A, the Technical Consultant will plan and execute an in-person **Aviation Decarbonization Roundtable** event and invite aviation stakeholders previously engaged in Task 3B to attend. The Technical Consultant will present the Draft Recommendations to Roundtable participants for feedback. The Technical Consultant will engage stakeholders in attendance to gather input on the effectiveness and feasibility of the Draft Recommendations, and will produce an **Aviation Roundtable Feedback Summary** to share with MassCEC post-event.

#### *Task 4D: Roundtable 2 – Maritime Decarbonization*

In accordance with Task 3A, the Technical Consultant will plan and execute an in-person **Maritime Decarbonization Roundtable** event and invite aviation stakeholders previously engaged in Task 3B to attend. The Technical Consultant will present the Draft Recommendations to Roundtable participants for feedback. The Technical Consultant will

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<sup>7</sup> <https://mass-eoea.maps.arcgis.com/apps/instant/sidebar/index.html?appid=4be63e892a3d42d69334615a64095a39>

engage stakeholders in attendance to gather input on the effectiveness and feasibility of the Draft Recommendations, and will produce a **Maritime Roundtable Feedback Summary** to share with MassCEC post-event.

*Task 4E: Develop Final Recommendations*

Incorporating feedback from Tasks 4B-4D, the Technical Consultant will develop **Final Recommendations** for actionable short- and medium-term decarbonization next steps.

*Task 4F: Communication of Final Recommendations*

The Technical Consultant will develop a **Presentation of Final Recommendations** to share with MassCEC and other key state agencies. A draft of the Presentation should be shared with MassCEC for feedback and approval prior to finalizing. MassCEC will assist with communication and scheduling.

The Technical Consultant will also be responsible for creating collateral targeted to different audiences to share these Recommendations, such as a one-pager targeted toward the general public and a one-pager targeted at legislators and policymakers.

*Task 4G: Presentation of Recommendations*

The Technical Consultant will be available to present findings to additional relevant entities as needed, including non-state agency stakeholders engaged in Task 3. Presentation will include a maritime-focused webinar and an aviation-focused webinar to be recorded and distributed as needed.

*Task 4H: Initiative Closeout*

Technical Consultant will also organize all data collected as part of Scopes 2, 3, and 4, including data not included in any final deliverables, to be handed over to MassCEC upon completion of the Initiative. MassCEC will work with the Technical Consultant to decide how this data should be organized and transferred.

## VII. HOW TO APPLY

To respond to this Request for Proposals, submit a completed proposal. The submission must be in electronic form (one PDF file), including all relevant attachments, submitted via email to [CleanTransportation@MassCEC.com](mailto:CleanTransportation@MassCEC.com). "Sector Mapping RFP Proposal" must appear in the e-mail subject line.

Submission packages must include the following:

1. Applicant's Signature and Acceptance Form (Attachment A)
2. Proposal (see outline of Proposal Requirements below)
3. Team Member Resumes (as an appendix)

#### 4. Redlines of Sample Services Agreement (Attachment B)

MassCEC will not accept responses past the deadline. MassCEC, at its sole discretion, will determine whether a proposal is complete.

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#### PROPOSAL REQUIREMENTS

Proposals must contain the following sections. For ease of review and comparison, please number Application sections in accordance with the sections outlined below. Do not exceed the specified page limits.

- 1) **Executive Summary (one (1) page):** Applicants or Applicant Teams should provide a summary of their organization, qualifications, and their proposed approach for working with MassCEC and with the range of entities participating in the applicable Scopes, including subcontractors.
- 2) **Statement of Qualifications (up to three (3) pages):** All responses must include a statement of qualifications, experience, and description of the Applicant, including:
  - a) A brief description of organization(s) involved in the proposing team, including major subcontractors. Include date founded, history, size, and location.
  - b) An explanation of why the Applicant or Applicant Team is the best qualified to perform the work outlined under the Scope (section VI). Identify other organizational qualifications relevant to the proposed work. Include examples of relevant past work, particularly related to maritime and aviation sector experience in an MA context, transportation decarbonization, stakeholder engagement and facilitation, program administration, and data analysis.
  - c) A description of the team's ability to work with key stakeholders, such as, but not limited to, MassCEC, state agencies and policy makers, regulators, airports and marine terminal/port owners and operators, vessel and aircraft owners and operators, technology providers, municipalities, utility companies, and environmental advocacy organizations.
  - d) A description your organization's commitment to inclusive practices that promote fair access and equitable impact, both internally at your organization and in your external work. 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 that demonstrate this commitment.
  - e) Identification of key individuals who will be involved in the Scopes of Work and related Tasks. Provide one (1) to two (2) paragraph summaries of relevant technical and business expertise of these individuals. Submit resumes (as appendices) of all key Applicant team members. Resumes should include education and experience that are relevant to the proposed work.
  - f) If applicable, list MassCEC and other state or federal contracts awarded to the Applicant and/or any subcontractors in the past five (5) years.

- 3) **Workplan Narrative (up to twelve (12) pages):** The Workplan Narrative describes work activities, deliverables and timeline associated with completing the Scopes of Work provided in Section VI – up to three (3) pages are allowed for each Scope of Work. The Workplan Narrative shall describe each step or procedure required to accomplish each Task under the Scopes of Work, including who will perform it, how it will be performed and its intended result. The Workplan Narrative should identify the team member primarily responsible for each Scope and should include justification for any additional scopes or tasks proposed by the Applicant.
- 4) **Initiative Schedule (one (1) page):** All responses must include an estimated schedule, outlining the deployment of the Initiative over one (1) year, and lay out all milestones and deliverables and length or date of completion. Identify any seasonal constraints or specific requirements for work scheduling.
- 5) **Budget and Rate Sheet (up to two (2) pages)<sup>8</sup>:** Responses must include a detailed budget, including information on rates of all team members working on the Initiative. Where Applicants anticipate using outside expertise for a Task, the Applicant should include estimated rates. Budgets should be broken out by each Task and Subtask within each Scope of Work.
  - a) When justifying Scope and Task budgets, Applicants should clearly identify the metric and assumptions used to determine cost. Applicant should clearly list the amount of budget dedicated to each Scope of Work.
- 6) **References (one (1) page each):** All responses must include references from at least three (3) clients of the Applicant, and preferably clients who have worked with the Applicant on matters related to the proposed technical services. These references must include a contact person, a full address, an email address, and a phone number. Current and former MassCEC staff may be included as supplementary references for previous work conducted on behalf of MassCEC, but do not count toward the three (3) reference requirements.
- 7) **Services Agreement (if necessary):** If Applicant has proposed edits to the Services Agreement (Attachment B), please include the redlined Agreement as a separate attachment.

Please disclose to MassCEC in your application any use of, or planned use of, generative AI either in responding to this RFP or in carrying out the scope of work required for the Initiative or services, if awarded. MassCEC reserves the right to review submitted materials to determine whether generative AI was likely used, including using detection tools, linguistic analysis, or verification methods as appropriate. MassCEC further reserves the right to accept or reject any proposed uses of generative AI, or request supplemental non-AI generative materials from applicants, or cancel or rescind an award where generative AI has been used without MassCEC approval.

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<sup>8</sup> MassCEC reserves the right to request budget for expanded scope should there be additional funding available. Expanded scope may include port and terminal off-road vehicle assessments and/or port and terminal infrastructure analysis.

## VIII. SELECTION CRITERIA

MassCEC is seeking the most comprehensive proposal from qualified entities to fulfill the roles described above. MassCEC reserves the right to only consider Proposals that, in its sole judgment, meet the minimum threshold criteria.

As part of its overall goal of furthering equity in the clean transportation industry, MassCEC is open to Applicant Teams that include multiple firms with varying levels of experience in maritime and aviation, transportation decarbonization, stakeholder engagement and facilitation, program administration, and data analysis. Applicant Teams may include one (1) or more firms that seek to gain experience through provision of services under the Initiative but can offer significant qualifications regarding the interests and needs of the Initiative. If relevant, Applicants should explicitly address how they would use their engagement with MassCEC to build an area of business in the growing clean transportation market.

Applicant proposals will be evaluated using the criteria described in Table 1. MassCEC reserves the right to request additional information from any Applicant.

TABLE 1: SELECTION CRITERIA

Criterion	Definition
<b>Range of Services to be Provided</b>  <b>25%</b>	<ol style="list-style-type: none"> <li>1. Does the Applicant plan to provide services commensurate with those requested by MassCEC?</li> <li>2. Does the Applicant demonstrate an understanding of the concepts and motivators underlying the Initiative?</li> <li>3. Has the Applicant clearly outlined a proposed approach for working with MassCEC as well as relevant stakeholders in the maritime/aviation sectors? Does the Applicant have existing relationships in these sectors?</li> <li>4. If the Applicant has suggested changes to the primary scopes (additions, alterations or deletions), are those changes clearly defined and aligned with the overall goals of the Initiative?</li> </ol>
<b>Qualifications</b>  <b>25%</b>	<ol style="list-style-type: none"> <li>1. What is the quality of the Applicant’s performance on similar past consulting assignments or their achievements related to proposed work?</li> <li>2. What is the Applicant’s experience with program administration, the maritime/aviation sectors, transportation decarbonization, and data analysis? Is this experience relevant in a Massachusetts-specific context?</li> <li>3. What is the Applicant’s experience engaging with and building consensus across a broad range of stakeholders who have diverse goals and backgrounds?</li> </ol>

	<ol style="list-style-type: none"> <li>4. Has the Applicant provided strong references and recommendations?</li> <li>5. Does the Applicant demonstrate strong communication and interpersonal skills which would enable the Applicant to communicate Initiative goals, deadlines and expectations with the MassCEC team?</li> </ol>
<b>Initiative Workplan</b>  <b>30%</b>	<ol style="list-style-type: none"> <li>1. Is the proposed Workplan clear and specific regarding how Tasks will be carried out and by whom?</li> <li>2. Is the proposed schedule both reasonable and realistic?</li> <li>3. Does the proposed Workplan meet the objectives of the Scopes of Work outlined in Section VI?</li> <li>4. Are any changes to the Scopes of Work adequately justified in the Workplan?</li> </ol>
<b>Overall Quality of Proposal</b>  <b>5%</b>	<ol style="list-style-type: none"> <li>1. Has the Applicant presented their qualifications clearly, completely, and in adherence to the proposal format?</li> <li>2. Has the Applicant demonstrated sufficient time resources and flexibility to participate in the Initiative?</li> </ol>
<b>Value Demonstration</b>  <b>15%</b>	<ol style="list-style-type: none"> <li>1. Is the proposal cost-competitive?</li> <li>2. Are the services reflected in the Applicant’s quote commensurate with the proposed budget?</li> <li>3. Does the range of services proposed align with the requirements of this RFP?</li> <li>4. Comparison of range of services and budget to other Applicants’ proposals.</li> </ol>

**IX. BUDGET**

Total Initiative and Scopes of Work budgets will not be specified and will instead be left to the Applicant to propose. Funding is intended to cover Initiative costs in addition to Technical Consultant costs.

As noted in the Budget section of Section VII: How to Apply, Applicants should propose clearly elaborated and justified budgets associated with the primary Scopes of Work and corresponding Tasks. Applicants should include a detailed breakdown of all relevant assumptions that informed budget development for each Task (e.g. number of stakeholders engaged, number of meetings/meeting length, travel needs). **Note that the Technical Consultant will be paid on a milestone basis based on a deliverables schedule.**

MassCEC reserves the right to request modifications to proposed scopes and budgets, to make awards for only part of a proposal, and to make no award at all.

**X. PROPOSAL RESOURCES**

Please submit all questions in writing to [CleanTransportation@MassCEC.com](mailto:CleanTransportation@MassCEC.com) **no later than 4:59 p.m. ET, April 8, 2026**. “Sector Mapping RFP Questions” must appear in the subject line. Responses to questions will be posted on the RFP page **by April 15, 2026**.

MassCEC will be hosting a **webinar on Thursday, March 26 at 2pm EST**. The intention of the webinar is to review the contents of the RFP. Register for the webinar [here](#).

Prospective applicants are encouraged to join the Sector Mapping Slack Channel run by MassCEC. The purpose of the Slack platform is to convene interested entities, facilitate networking, and eventually form Applicant Teams. After finding project partners, please feel free to take your conversations offline. Join the Sector Mapping Slack Channel [here](#).

## XI. GENERAL REQUEST FOR PROPOSALS CONDITIONS

### NOTICE OF PUBLIC DISCLOSURE

As a public entity, MassCEC is subject to Massachusetts’ Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Applicants shall not send MassCEC any confidential or sensitive information in response to this RFP. If confidential information is submitted as part of the application and not clearly marked as confidential, such information may be made publicly available by MassCEC without further notice to the Applicant.

**Please note:** consultant rate sheets will be considered a public record subject to disclosure.

### 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 MassCEC’s best interests.

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

### CONTRACT REQUIREMENTS

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the awarded applicant(s) will execute a contract, substantially in the form of the template Services Agreement attached hereto as Attachment B which will set forth the respective roles and responsibilities of the parties.

ATTACHMENT A: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

**Maritime and Aviation Decarbonization Sector Mapping (the “RFP”)**

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

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

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

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

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

(Printed Name of Applicant)

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

(Signature of Applicant or Authorized Representative)

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

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

**AGREEMENT FOR SERVICES**

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

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

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

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

**NOW, THEREFORE**, in consideration of the recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable considerations, the receipt 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, which is incorporated by reference. From time to time, the Parties may agree to additional or modified scopes of services, schedules, or deliverables (each, an “Additional Scope”), provided that any such Additional Scope is set forth in a written amendment to this Agreement executed by authorized representatives of both Parties. This Agreement shall apply to all services in Exhibit 1 or any Additional Scopes (collectively, the “Services”) provided by Contractor to MassCEC during the Term, as defined below. Contractor shall perform the Services in accordance with the schedule in Exhibit 1 (the “Schedule”) or, with respect to any Additional Scope, in accordance with the schedule set forth in the applicable written amendment (for example Exhibit 1-A, Exhibit 1-B, etc.).
2. **Deliverables:** Contractor shall provide all deliverables described in Exhibit 1 or any Additional Scope (collectively, the “Deliverables”).
3. **Payment:**
4. **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.

Contractor shall email [AP@masscec.com](mailto:AP@masscec.com) to enroll in MassCEC’s Automated Clearinghouse (“ACH”) system to receive payment. Contractor shall include the contract ID GG-XXXX-XXXXX on all invoice documentation provided to MassCEC. Any changes to Contractor’s ACH information must be submitted to [AP@masscec.com](mailto:AP@masscec.com) within thirty (30) days of such change.

5. 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:
6. [IF APPLICABLE] Staff Charges: staff charges for each employee, the employee’s name, title, number of hours worked, and hourly rate; and
7. [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. Contractor shall submit invoices by email to MassCEC’s Project Managers listed herein and copy [AP@masscec.com](mailto:AP@masscec.com).

8. **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 this Agreement.
9. **Access and Use**: Contractor agrees to provide all contributions, including Deliverables, 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 contributions Contractor prepares and delivers to MassCEC or third parties on MassCEC’s behalf, and which shall have the right to use them in any way without additional payment to Contractor. If Contractor’s contributions are for any reason deemed not to have been a work made for hire, Contractor hereby assigns to MassCEC all rights, titles, and interests 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.

Each Party shall retain all right, title, and interest in and to any intellectual property, materials, tools, data, software, knowhow, or other assets that were conceived, developed, or acquired by such Party prior to the commencement of Services under this Agreement or independently of the performance of the Services (“PreExisting IP”). Nothing in this Agreement shall be construed as transferring or assigning either Party’s PreExisting IP, except to the extent expressly agreed in writing by authorized representatives of both Parties.

Contractor represents and warrants that Deliverables 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 the Parties have expressly agreed in writing, prior to such delivery or use, that such material constitutes Contractor's PreExisting IP and is being licensed rather than assigned.

10. **Contractor's Representations, Warranties, and Certifications:** As of the Effective Date of this Agreement, Contractor hereby represents and warrants as follows:
  11. Contractor is duly authorized to enter into this Agreement.
  12. 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.
  13. 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.
  14. 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.
    - a. 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.
    - b. 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 with the reasonable care and skill ordinarily exercised by professionals in the same field.

- c. Unless Contractor is a municipality or political subdivision of the Commonwealth of Massachusetts, Contractor is registered and in good standing with the Secretary of the Commonwealth of Massachusetts's Office for the duration of the Term.

15. **Independent Status:** 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.

16. **Insurance:** 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.

17. **Project Managers:**

18. 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)

- a. Contractor shall obtain prior written approval (email acceptable) from MassCEC to make any change to its Project Managers.

19. **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 herein 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.

**20. Termination:**

21. This Agreement may be terminated by either MassCEC or Contractor at any time for a material breach of any term of the Agreement.
22. 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.
23. [Optional - delete if no go/no-go point in Scope of Work] In the event the Scope of Work contains a "Go/No-Go" decision, MassCEC may terminate this Agreement at the applicable decision point in its sole discretion and in accordance with any metrics, milestones, or criteria indicated in the Scope of Work, at which point Grantee shall not submit any additional invoices to MassCEC.
24. 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.
  - a. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections the following sections shall survive and remain in effect after the termination or expiration of this Agreement: 5 (Access and Use), 6 (Contractor's Reps, Warranties, and Certifications), 8 (Insurance), 10 (Notice), 11(Termination), 14 (Audit), 15 (Indemnification), 16 (Confidentiality), 17 (Public Records and CTHRU) , 19 (Choice of Law), 20 (Independent Status), 22 (Severability), 23 (Amendments and Waivers), and any other provision of this Agreement which by its nature would be intended to survive the Agreement's termination or expiration.
25. **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. Any subcontract entered into by Contractor pursuant to this section shall not relieve Contractor from any of its obligations pursuant to this Agreement, any act or omission by a subcontractor of Contractor shall be deemed an act or omission by Contractor, and Contractor shall be responsible for each of its subcontractors complying with all obligations of Contractor pursuant to this Agreement.

26. **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.
27. **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.
28. **Indemnification:**
29. 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 related to third party claims (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; (ii) any negligent acts or omissions or reckless misconduct of Contractor, its officers, directors, employees, agents, subcontractors, or assigns; or (iii) the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees, subcontractors, or assigns.
30. 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.

**31. Confidentiality:**

32. Contractor shall protect the security and confidentiality of all data and materials used or obtained in performing the Services, consistent with reasonable business practices, applicable law, and this Agreement, including all requirements of M.G.L. c. 66A, as each may evolve or change.
33. In performing the Services, Contractor may receive or have access to MassCEC's confidential or proprietary information, including information of MassCEC's employees, customers, vendors, and other third parties ("Confidential Information"). Contractor shall not use, reproduce, or disclose any Confidential Information except as necessary to perform the Services or as expressly authorized in writing by MassCEC, provided however, that Contractor may disclose Confidential Information as required by law, subpoena, or court order provided further that Contractor gives MassCEC prompt prior written notice of such request for disclosure when legally permitted. These obligations apply during and after the Term of this Agreement. Confidential Information does not include information that (i) is publicly available without breach of this Agreement; or (ii) becomes publicly available through no act or omission of Contractor.
- a. At no time shall Contractor use Confidential Information for Contractor's direct or indirect benefit or the benefit of any other person or entity, outside of the scope of this Agreement. Confidential Information and any related materials shall remain the sole and exclusive property of MassCEC at all times. Contractor shall return or securely destroy all Confidential Information upon termination of this Agreement, provided that Contractor may keep one archival copy of Confidential Information if required for legal or audit purposes so long as Contractor continues to apply all of the protections under this Agreement to such Confidential Information. Contractor shall coordinate with MassCEC before making any public statement, media communication, or external disclosure relating to the Services or any data collected under this Agreement. Contractor shall ensure that its personnel and subcontractors comply with this Section and shall promptly notify MassCEC of any request for, unauthorized access to, or unauthorized use of, Confidential Information.
  - b. 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.
34. **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"). Contractor acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC are presumed to be public records subject to disclosure. An exemption to the Public Records Law may apply to certain records, such as materials that fall under certain statutory or common law

exemptions, 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 shall be solely responsible for informing MassCEC in advance of any information it plans to submit to MassCEC that it considers exempt from the Public Records Law. Notwithstanding the foregoing, Contractor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any document, material, data, or other information is exempt from or subject to public disclosure. Contractor shall not send MassCEC any confidential or sensitive information that may be subject to public disclosure.

Contractor agrees and acknowledges that MassCEC shall have the right to disclose the name and address of Contractor, 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.

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

36. **Choice of Law:**

37. 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 fees and costs incurred in connection with any action, proceeding, or arbitration hereunder.

38. 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.

39. **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.
40. **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.
41. **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.
42. **Amendments and Waivers:** MassCEC may amend this Agreement (without any action by Contractor) to the extent such amendment is necessary to reflect changes in law, regulation, or public policy that apply to MassCEC or the Services. MassCEC shall promptly deliver any such amendment to Contractor in the manner provided in the Notice provision hereof. 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 either Party 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.
43. **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. If 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.
44. **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:

45. Exhibit 1: Scope of Services

[Rest of Page Intentionally Blank]

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

**Massachusetts Clean Energy Technology Center**

**[Contractor Name]**

**By:**

**By:**

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

**Federal Tax ID No.:**

Exhibit 1  
SCOPE OF SERVICES: Project Plan, Deliverables, and Schedule

- I. Project Plan [provide a description of the project]
- II. Payment Terms [describe payment terms and the invoicing process. Make sure this section is consistent with the terms of Section 3]
- III. Schedule and Deliverables

EXAMPLE TABLE

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