



Request for Proposals: HR Compliance Consulting Services  
RFP No. 1 OPER-2026-HR Compliance Consulting Services

Date of Issue: April 1, 2026  
Proposals Due: May 1, 2026, 11:59 PM

Total Funding Available: \$25,000

All proposals must be submitted to:  
Emily Pittsley: [epittsley@masscec.com](mailto:epittsley@masscec.com), and  
Stephanie Simmons: [ssimmons@masscec.com](mailto:ssimmons@masscec.com)

## I. SUMMARY

Through this Request for Proposals (this “RFP”), the Massachusetts Clean Energy Technology Center (“MassCEC”) is seeking the services of an experienced and qualified Human Resources (“HR”) compliance consultant (the “Consultant”) with proven expertise to conduct a comprehensive compliance audit to ensure our HR practices, policies, plan documents, and offered employee benefits remain in compliance with state and federal laws, and if possible, determine MassCEC’s level of competitiveness in regard to offered benefits with similar organizations in the current labor market. The selected Consultant will produce a HR Compliance Audit (the “Audit”) and provide consultation services (the “Services”) outlined in the scope of work for the duration of the term.

## II. ABOUT MASSCEC

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. PROGRAM GOALS AND DESCRIPTION

MassCEC has undergone a period of growth in recent years and now employs approximately one hundred and thirty-eight (138) full-time employees who focus on a wide variety of projects, tasks and initiatives within the organization. The objective of this project is to conduct a comprehensive audit of MassCEC’s human resources policies, procedures, documentation, practices, and employee benefits to assess compliance with applicable federal, state, and (if applicable) local employment laws, and to identify risks, gaps, or areas for improvement.

MassCEC seeks to ensure that employee benefits and HR practices are:

- Legally compliant with federal, state, and local laws and regulations;
- Appropriate for the nature, size and uniqueness of MassCEC (particularly as a quasi-state agency); and
- As a plus, competitive in the current labor market to ensure that MassCEC employee benefits remain attractive (within the constraints of a public system) for staff with a combination of public and private sector experience.

Overall, this audit is intended not only to assess baseline compliance, but to proactively identify areas of elevated legal, financial, reputational, or operational risk given MassCEC's growth, hybrid workforce, and quasi-public status.

#### IV. ELIGIBILITY

The selected Consultant shall have the following minimum qualifications:

- Experience analyzing the employee benefit packages and Human Resources policies and practices of an organization in relation to compliance of state, federal, and local laws.
- Demonstrated expertise in Massachusetts-specific employment and benefits law, including PFML, Wage Act, Pay Equity Act, personnel file requirements, and salary transparency.
- Proven experience in benefit consulting and successful completion of projects of comparable size and scope;
- Experience with executive and organization benefit reports and surveys, analysis of total compensation packages, competitive analysis and establishing employee benefit philosophies;
- Familiarity with the Massachusetts labor market and with organizations that are similar and comparable to MassCEC, such as other Massachusetts quasi-public agencies, non-profits, and government agencies;
- Experience with recommending employee benefits in both private and public settings; and
- Experience in recommending appropriate employee benefits for a variety of sectors within the clean energy industry (useful but not required).

#### V. ESTIMATED TIMELINE

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

Release of RFP	April 1, 2026
Questions due to MassCEC via email to	April 15, 2026 <a href="mailto:epittsley@masscec.com">epittsley@masscec.com</a> <a href="mailto:ssimmons@masscec.com">ssimmons@masscec.com</a>
Questions with Answers Posted to MassCEC Website	April 22, 2026
Proposals Due	May 1, 2026
Interviews of Top Applicants	May 4, 2026 – May 15, 2026
Notification of Award	Mid-May 2026

Proposals to this solicitation must be received by MassCEC no later than 11:59 p.m. EST on May 1, 2026. Proposals must be sent to Emily Pittsley, [epittsley@masscec.com](mailto:epittsley@masscec.com), and Stephanie Simmons, [ssimmons@masscec.com](mailto:ssimmons@masscec.com). “HR Compliance Consulting Services” should be in the subject line. Only complete responses will be considered, and late responses will not be considered.

**VI. SCOPE OF WORK**

It is anticipated that the Audit will be completed no later than August 14, 2026. The selected Consultant will be required to establish a work plan that includes tasks, deliverables and deadlines. The Consultant will work with a MassCEC working group (the “Working Group”), which will consist of MassCEC’s human resources team, legal team, the Payroll and Benefits Manager, and the Chief Operating Officer, to confirm the scope of services, methodology, project timelines, and other project deliverables. The Consultant will discuss MassCEC’s HR practices and its employee benefit philosophies and policies and review benefit materials to be used for a compliance analysis with the Working Group. After conducting the analysis, the Consultant shall present the results to the Working Group and General Counsel. Once the Audit is finalized, the Consultant shall be available to present the Audit to the MassCEC Board of Directors Compensation Committee.

The Audit is being conducted at the direction of MassCEC’s General Counsel for the purpose of obtaining legal advice, and all work products shall be treated as attorney-client privileged and attorney work product to the fullest extent permitted by law.

## **Benefits Compliance Audit**

The Consultant will analyze the current benefits offered to MassCEC staff, including retirement (457b and 401a plans), medical coverage and HRA, dental coverage, vision coverage, flexible spending options (FSA, DCA, Transit, Parking), tuition reimbursement, multiple leave options (private and state plans), life insurance, workers compensation, and paid time off, and review their compliance in accordance with federal, state, and any applicable local laws, and if possible within the scope of the available budget, compare their competitiveness to similar organizations in the private and public sectors. The Audit should also review MassCEC Human Resources record keeping practices (including I-9 compliance and records management), compliance reporting (OSHA, PCORI, etc.), recruiting and hiring practices, and required or recommended employee trainings (sexual harassment, benefits overviews, etc.), and other areas defined below, to ensure all aspects of MassCEC Human Resources are in compliance and remain in keeping with best practices.

The Working Group will be prepared to respond to questions regarding organizational structure and to assist the Consultant with any questions. Data utilized to prepare the Audit shall be readily available in an organized manner for review by the Working Group, including all benefit plan documents, employee handbooks, and any other requested materials.

### **The selected firm will be responsible for the following activities:**

#### 1. Review of HR Policies and Employee Handbook

- Evaluate policies for compliance with current federal, state, and local employment laws (e.g., FLSA, FMLA, ADA, Title VII, EEOC guidelines).
- Assess clarity, consistency, and enforceability of policies.
- Review anti-discrimination, harassment, EEO, and retaliation provisions.
- Confirm compliance with recent legal updates (e.g., salary transparency, paid leave laws, remote work policies).

#### 2. Recruitment and Hiring Practices

- Evaluate job postings, applications, and offer letter templates for legal compliance.
- Review interview protocols and ensure compliance with anti-bias laws.
- Assess background check and reference procedures for FCRA and EEOC compliance.
- Review onboarding processes, including required notices and new hire paperwork.

#### 3. Wage and Hour Practices

- Audit exempt/non-exempt classifications under FLSA.
- Review timekeeping systems and procedures.
- Evaluate overtime calculations and payments.
- Assess compliance with meal/rest break laws.
- Assess payroll practices including pay statements, recordkeeping, and pay equity practices.

#### 4. Employee File and Records Management

- Review maintenance and confidentiality of personnel records, including HRIS access controls, handling of medical leave and accommodation request data, and vendor data-sharing practices.
- Evaluate Form I-9 compliance and supporting documentation.
- Assess compliance with record retention and destruction schedules.
- Alignment with MA data security requirements and best practices.

#### 5. Benefits and Leave Compliance

- Assess administration of 457b plan & 401a plan from a compliance perspective, as well as roles and responsibilities between HR and Finance.
- Assess administration of FMLA and state leave laws (e.g., PFML, sick leave).
- Review reasonable accommodation practices under ADA.
- Evaluate COBRA administration procedures.
- Assess compliance with ACA (if applicable).

#### 6. Safety and Risk Management

- Evaluate compliance with OSHA requirements, injury/incident reporting, and workplace safety policies.
- Review workers' compensation procedures and documentation.

#### 7. Training and Communication

- Assess completion and tracking of mandatory training (e.g., sexual harassment prevention).
- Evaluate onboarding and offboarding procedures and documentation.
- Assess how HR policies and legal updates are communicated to staff and managers.

#### **Expected deliverables**

1. Kick-off meeting to confirm scope and review materials requested.
2. Audit checklist or preliminary report outlining areas to be reviewed.
3. Final written report, including:
  - Summary of findings;
  - Areas of non-compliance or risk;
  - Analysis of benefit competitiveness against options in the private and public sectors; and
  - Recommended corrective actions and best practices.
  - Findings should be clearly prioritized based on legal risk, operational impact, and feasibility of remediation.
4. Presentation of findings to Working Group and additional presentations to HR team & senior leadership, and the MassCEC Board of Directors Compensation Committee after approval by legal team.

## VII. HOW TO APPLY

It is strongly preferred that the entire Proposal be no longer than five (5) to seven (7) pages in length. Information required for the Proposal includes the following:

- **Statement of Qualifications:** The Proposal must include a statement of qualifications, experience and description of the applicant and project leaders and team members. Please describe the applicant's current and historical expertise in providing the services identified in the RFP. Please provide an example of at least one similar, successful development and implementation of an employee benefits compliance audit.
- **Proposed Work Plan & Budget:** Proposals must include a detailed scope of services and methodology that comprehensively defines and describes the individual tasks involved in performing the Audit. Proposals should include a timeline and budget for tasks/deliverables. Please also include a plan for hosting sensitive documents and information.
- **References:** All responses must include reference contacts from at least three (3) clients, and preferably clients who have utilized the firm on matters related to HR compliance consulting services. Please provide a brief description of the services provided.
- **Attachment 1: Authorized Applicant's Signature and Acceptance Form**
- **Attachment 2: Mark-up of Services Agreement with detailed explanations (if applicable):** A template services contract has been attached to this RFP as Attachment 2. If the applicant identifies any exceptions to the services agreement, these should be clearly and completely detailed with the application. Applicants must provide rationale for each proposed change. Thorough review of this agreement will significantly expedite the contracting process, if the applicant is selected. MassCEC reserves the right to reject any application without further review if an application seeks exceptions but does not detail and justify proposed changes.

It is the sole responsibility of the applicant to ensure that its Proposal is complete and properly submitted. At its discretion, MassCEC may request supplemental materials from the applicant and such materials must be submitted within five (5) days of the request or the Proposal may be rejected without further review.

Applicants may be invited for an interview with MassCEC team members, which may be held remotely via video-conference.

The completed Proposal and all other documentation should be submitted to Emily Pittsley at [epittsley@masscec.com](mailto:epittsley@masscec.com), and Stephanie Simmons, [ssimmons@masscec.com](mailto:ssimmons@masscec.com). Please send the minimum number of files possible. “HR Compliance Consulting Services” must appear in the email subject line. **Proposals are due on May 1, 2026 at 11:59 p.m. EST.** Under no circumstances will MassCEC accept responses past the deadline.

Please include a brief summary of you or your organization’s commitment to DEI and/or EJ principles. If available, please provide or link to any relevant materials (e.g., organization guidance documents, mission/vision statements, etc.). You may also include brief examples of initiatives, projects, or other work in which the Lead Applicant and/or Project Partners have demonstrated a clear commitment to advancing DEI and/or EJ principles.

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 project 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.

## VIII. SELECTION CRITERIA

MassCEC will evaluate each response that is properly submitted. After submission and review of responses, interviews may be requested. Selection of a consultant to provide the Services will be based on the following criteria:

- Experience and qualifications of the applicant, and more specifically, individual team members assigned to the engagement, with a demonstrated experience in providing HR and employee benefit compliance consulting. This also includes years in business, service capabilities and experience of the applicant in providing benefit compliance audits for public or quasi-public governmental entities;
- Demonstrated ability to complete the Audit in the desired timeframe;
- Approach to the Audit and understanding of the objectives and organizational needs;
- Proposal’s responsiveness to the RFP requirements;
- Competence and knowledge demonstrated during the interview process;
- Communication skills (both verbal and written) and ability to conduct the Audit in an efficient and effective manner;
- Reasonable fees, including a clear understanding of what is included and not included in the fees; and
- Verification of positive references with other clients.

While the order of these factors does not generally denote relative importance, MassCEC acknowledges that selecting best value providers primarily requires a balanced combination of reasonable fees and strong experience and demonstrated expertise in providing HR compliance consulting services. MassCEC reserves the right to consider such other relevant factors as it deems appropriate. MassCEC may or may not request additional information from an applicant prior to selection.

## IX. BUDGET

The total budget reserved for the Audit is \$25,000. If the applicant is unable to complete the scope of the Audit within the expected timeframe or budget available, we encourage applicants to apply offering alternative scopes within the budget allotted.

## X. CONTACT INFORMATION FOR QUESTIONS

Please submit all questions to Emily Pittsley and Stephanie Simmons by April 15, 2026 at 11:59 p.m. EST at [epittsley@masscec.com](mailto:epittsley@masscec.com) and [ssimmons@masscec.com](mailto:ssimmons@masscec.com) with “HR Compliance Consulting Services” in the email subject line. Responses to such questions will be available on MassCEC’s website by April 22, 2026 at 11:59 p.m. EST.

## XI. GENERAL REQUEST FOR PROPOSALS CONDITIONS

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### 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.

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### 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.

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#### CONTRACT REQUIREMENTS

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

ATTACHMENT 1: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

**HR Compliance Consulting Services (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: \_\_\_\_\_

## ATTACHMENT 2: SAMPLE AGREEMENT

### **AGREEMENT FOR SERVICES**

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

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

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

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

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

**Scope of Services:** Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 1 attached hereto (the “Services”), which exhibit is incorporated by reference. This Agreement shall apply to all Services provided from time to time by Contractor to MassCEC during the Term, as defined below. Contractor shall perform the Services in accordance with schedule in Exhibit 1 (the “Schedule”).

**Deliverables:** Contractor shall provide all deliverables described in Exhibit 1 (the “Deliverables”).

**Payment:**

- a. **FIXED FEE:** MassCEC shall pay Contractor an aggregate amount of up to \$[fill in AMOUNT] (the “Fee Amount”) to perform the Services. The Fee Amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement.] [**HOURLY FEE:** MassCEC shall pay Contractor at the hourly rate of \$[fill in AMOUNT] per [fill in AMOUNT OF TIME] to perform the Services. Such payments shall not exceed \$[fill in AMOUNT] in total (the “Fee Amount”). The Fee Amount shall be the sole and complete compensation for Services performed by Contractor under this Agreement.

Contractor shall enroll in MassCEC's Automated Clearinghouse ("ACH") system to receive payment by completing the ACH enrollment form attached to this Agreement in Exhibit 2 and submitting it to [AP@masscec.com](mailto:AP@masscec.com) at or before the submission of their first invoice. Any changes to the information in the ACH form must be submitted to [AP@masscec.com](mailto:AP@masscec.com) through an updated ACH enrollment form within thirty (30) days of any such change.

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

Contractor shall promptly provide MassCEC with any additional documentation or information upon MassCEC's reasonable request. Contractor shall submit invoices by email to MassCEC's Project Managers listed in Section 9(a) and carbon copy [AP@masscec.com](mailto:AP@masscec.com).

**Term:** This Agreement shall take effect as of the Effective Date, and shall remain in effect for [**fill in NUMBER OF DAYS/YEARS or until DATE – NOTE: Include sufficient time for invoicing/payment**] (the "Term"), unless terminated in accordance with Section 11 herein.

**Access and Use:** Contractor agrees to provide all contributions made in the scope of the Services as a work made for hire for MassCEC, which shall own all rights, including without limitation copyrights and patents, in materials Contractor prepares and delivers to MassCEC or its customers or clients or others on its behalf, and which shall have the right to use them in any way without additional payment to Contractor. In the event that Contractor's contributions are for any reason deemed not to have been a work made for hire, Contractor hereby assigns to MassCEC any and all right, title, and interest that the Contractor has, including any copyright or patent, in the work created or performed in the scope of the Services. Contractor, both during the Term and subsequently, shall cooperate with MassCEC to perfect, enforce, defend, and prosecute all such rights.

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

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

- c. Contractor is duly authorized to enter into this Agreement.
- d. 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.
- e. 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.

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.

Contractor certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the Term of this Agreement. CONTRACTOR ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Contractor will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Contractor's responsibility and shall not relieve Contractor of any responsibility to MassCEC.

- f. Contractor agrees to comply with all applicable federal and state and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.

- g. Contractor represents and warrants that all of Contractor's Project Personnel are eligible to work in the United States at the time of execution of this Agreement and that Contractor shall comply with its continuing obligation to ensure such status for the Term.
- h. Contractor agrees and acknowledges that MassCEC is relying upon Contractor to provide the Services in a competent, complete, and professional manner, and, accordingly, Contractor performance under this Agreement shall be conducted with due diligence and in accordance with the highest industry standards of professionalism and competence.
- i. Contractor is registered and in good standing with the Secretary of the Commonwealth of Massachusetts's Office.

**Project Managers:**

- j. 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)

- k. Contractor shall be required to obtain prior written approval from MassCEC to make any change to its Project Managers. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, in compliance with the notice provisions of Section 8.

**Notice:** Any notice hereunder shall be in writing and shall be sent either by (i) email or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager(s) listed in Section 7(a) at the address indicated in the preamble of this Agreement (or to such other address as a Party may provide by notice to the Party pursuant to this Section), and shall be effective (x) at dispatch, if sent by email or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, (z) if sent by first class mail, five (5) days after its date of posting.

**Termination:**

- l. This Agreement may be terminated by either MassCEC or Contractor at any time for a material breach of any term of the Agreement.

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.

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.

- m. 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.

**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.

**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.

**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.

**Indemnification:**

- n. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Contractor, its officers, directors employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Contractor, its officers, directors, employees, agents, subcontractors, or assigns. Without limiting the foregoing, Contractor shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed due to the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees, subcontractors, or assigns.
- o. 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.

**Confidentiality:**

- p. Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the Services in accordance with reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c. 66A implicated by the subject matter of this Agreement.
- q. In connection with the performance of the Contractor's Services, Contractor will be exposed to and have access to MassCEC's confidential and proprietary information and information that MassCEC's employees, applicants, consultants, affiliates, licensors, customers, vendors, and others have entrusted to MassCEC that may include, but is not limited to, trade secrets,

know-how, or other intellectual property, financial, and commercial information, marketing and servicing information, costs, business affairs, future plans, employee compensation, employee personnel information, programs, databases, operations, and procedures (collectively, "Confidential Information") to which Contractor did not have access prior to performing Services of MassCEC, and which Confidential Information is of great value to MassCEC. Contractor, at all times, both during and after any termination of this Agreement by either party, shall not in any manner, directly or indirectly, use any Confidential Information for Contractor's own benefit, or divulge, disclose, or communicate in any manner, or otherwise make available such Confidential Information, unless expressly authorized to do so in writing by an officer of MassCEC. Confidential Information shall not include (i) information which was in the public domain at the time of disclosure to Contractor; (ii) information which is or becomes generally known or available to the public through no act or failure to act on the part of Contractor; or (iii) information the disclosure of which is required by law or court order, provided the Contractor gives to MassCEC prompt, prior written notice of any such disclosure.

- r. Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees, and subcontractors to comply with, the provisions of this Section. Contractor agrees, for itself and for its agents, officers, directors, employees, and subcontractors, as follows:
- i. Not at any time, whether during or after the termination of this Agreement, to divulge, disclose, or reveal to any person any Confidential Information, whether or not such information is produced by Contractor's own efforts, except (A) as specifically required in connection with the fulfillment of Contractor's obligations hereunder, or (B) as otherwise directed by MassCEC in connection with a disclosure request under M.G.L. c. 66 (the "Public Records Law"), a request for discovery, subpoena, court, or administrative order or other compulsory legal process, disclosure requirement or request relating to such Confidential Information;
  - ii. Not at any time, whether during or after the termination of this Agreement, use any Confidential Information for Contractor's direct or indirect financial or other benefit or for the benefit of any Person related to or affiliated with Contractor or with whom Contractor is now or hereafter associated, other than MassCEC, nor will Contractor use or attempt to use any Confidential Information in any manner which could reasonably be expected to injure or cause loss, whether directly or indirectly, to MassCEC or any applicable third party;
  - iii. In the event that Contractor (or any of its agents, officers, directors, employees, or subcontractors) is questioned about Confidential Information by anyone who has not demonstrated to Contractor that it is authorized to receive or have access to such Confidential Information, or is asked to provide Confidential Information to any such

Person, Contractor agrees to promptly notify MassCEC and respond to the inquirer in accordance with MassCEC's instructions; and

- iv. Not at any time, whether during or after the termination of this Agreement, reproduce any materials containing Confidential Information except to the extent necessary to perform Contractor's obligations under this Agreement, nor make or use (or permit any of its agents, officers, directors, employees, or subcontractors to use) any materials other than in connection with the performance of Contractors' obligations under this Agreement and for the benefit of MassCEC, it being understood and agreed that all materials are, shall be and shall remain the sole and exclusive property of MassCEC, and immediately upon the termination of the Agreement for any reason, Contractor shall deliver all copies of MassCEC's confidential materials and all other property of MassCEC in its direct or indirect possession or control to MassCEC, at its main office. In addition, Contractor shall, upon termination of the Agreement, within ten (10) days, return all materials and Confidential Information, held by Contractor as data stored on computers, floppy disks, CD-ROMs, or other electronic media.
- s. Contractor shall collaborate directly with MassCEC to prepare any public statement, media strategy, webpage update, or announcement relating to or bearing on the work performed or data collected under this Agreement, or to prepare any press release or for any news conference in which MassCEC is concerned or discussed. The aforementioned includes, but is not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relate to this Agreement or MassCEC.
- t. 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.

**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.

**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.

**Choice of Law:**

- u. This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding, or arbitration hereunder.
- v. 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.

**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.

**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.

**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.

**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 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.

**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.

**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:

Exhibit 1: Scope of Services

Exhibit 2: ACH Enrollment Form

[Rest of Page Intentionally Blank]

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

**Massachusetts Clean Energy Technology Center**

**[Contractor Name]**

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

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

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

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

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

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

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

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

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

**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				

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

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

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

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

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

**Part V: Authorization**

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

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

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

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

Account Holder Authorized Signature	Print Name
Title	Date