



## Massachusetts Clean Energy Center

Request for Proposals:  
CriticalMass Program Support  
Service Advisor RFP FY2025

Date of Issue: December 4, 2024

Revised (Red) 12/20/24

Proposals Due: January 16, 2025

Total Funding Available: \$400,000

All proposals must be submitted to:

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

## I. SUMMARY GOALS AND DESCRIPTION

Massachusetts has laid out ambitious and legally binding goals for decarbonization between now and 2050. The state has released several planning documents to inform the pathway to decarbonization (for example, [MA Decarbonization Roadmap](#) and [MA Clean Energy and Climate Plan for 2050](#)).

New technologies and business models will play a crucial role in achieving these goals. The state has a world-class cleantech innovation ecosystem to rely upon, driven by our cluster of leading research universities, our strong network of private capital investors, incubators and accelerators, and our network of state agencies. However, crucial gaps in scaling remain.

New technologies are never commercialized in a vacuum. All startups must raise money, attract customers, and compete in the marketplace in order to achieve scale. A well-functioning ecosystem addresses all of these needs, providing the funding and support necessary to develop successful ventures. However, many climate entrepreneurs attempting to solve our hardest decarbonization challenges face additional hurdles.

Many newly developed climate technologies face regulatory, procurement, policy, and deployment issues mediated by a host of public and private sector entities above and beyond the normal challenges a startup commercializing in a typical “free market” must contend with. Those technologies often proceed successfully through the prototyping and first demonstration phase (TRL 2-8, through existing MassCEC Technology-to-Market programming), but then struggle to jump the chasm towards commercialization and profitability as they struggle to acquire early adopters and first customers, or to secure meaningful market traction.

Through a recent feasibility study for this program, these are the reasons why technology startups encounter friction at this stage in development:

- Growth stage startups are unable to find and navigate working with large scale demonstration partners.
- Most investors do not know how to price or navigate regulatory/policy/deployment risk, dampening investment in some areas and funneling capital towards a narrower subset of challenges, or an earlier technological stage.
- Existing grant-making structures that do not include the necessary partnership-focus and “hand holding” to adequately fill the gap left by the aforementioned challenges.

Based on this information gathered during the feasibility study, we have determined that solving these problems will require the following complementary and equally important program components for the CriticalMass program:

- Robust partnership-focused support programming that can provide more than just funding or entrepreneurial education. We envision an effective program being one that can engage with both public/regulated entities (such as state agencies, regulators,

policymakers, and utilities) and project partners (such as corporates, municipalities, universities and investors) with the express purpose of forging effective partnerships to break down barriers to deployment and scaling.

- TRL 8+, proven, emerging technology grants that offer a larger grant size and more support that is commiserate with the scale needed to support a proven, emerging technology.

## II. GOALS OF RFP AND PROGRAM DETAILS

This Request for Proposals (the “RFP”) is being issued by the Massachusetts Clean Energy Technology Center (“MassCEC”) in order to seek applications from eligible organizations (as set forth in section IV of this RFP) (“Applicants”) with significant expertise and experience in some or all of the following: building and maintaining relationships with corporate partners, emerging/mature technology commercialization and acceleration, facilitation of public-sector driven partnerships focused on deploying and scaling technology solutions (TRL 8+)<sup>1</sup>, regulatory and policy levers to remove barriers to emerging markets, and convening diverse stakeholder groups to break down such barriers. Applicants must have either in-house or pre-existing relationships with certain “Experts in Residence” as further described below.

Applicants must have particular knowledge of the clean energy and investment sectors in Massachusetts and/or the New England region.

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

For the purposes of this RFP, the following are defined here and will be used going forward:

- Project Partners (“Project Partner/s”) – the Project Partners will consist of corporates, universities, and/or municipalities, utilities, non-profits, or other entities that can provide a demonstration site. These entities will be integral partners in the funded startup-led projects and will provide a demonstration site, resources, and potentially additional funding resources.
- Growth Stage Startup (“Startup”) – the Startup’s technology will be at TRL8+ with the intention of this project being the first commercial deployment or last pilot project before commercialization.

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<sup>1 1</sup> Please use the TRL definitions in [this document](#). TRL 8 is defined as a technology with “actual system/process completed and qualified through test and demonstration”.

- Expert in Residence (“EIR”): EIRs might include, but are not limited to, people with the following areas of expertise: project financing, investment/equity/debt, legal/regulatory/permitting, human resources, negotiation tactics/customer acquisition, manufacturing/production, among others. This may be someone in-house or someone you have a pre-existing relationship with.

### **CriticalMass Program Summary**

CriticalMass provides grant funding of up to One Million Dollars (\$1,000,000) per project and provides successful applicants with partnership-focused support (such as corporates, municipalities, organizations, investors, state agencies, regulators, policymakers, and utilities) to scale and deploy novel clean energy and climate technologies that demonstrate strong potential for commercial viability and market penetration while providing significant measurable clean energy and/or climate benefits.

CriticalMass funding may be used to support scaling and deployment of any technology or proposed business model that meets MassCEC’s definition of Climatetech, particular emphasis will be placed on identifying projects in one or more of the following areas, as long as the proposed innovation relates to advanced and applied technologies that significantly reduce or eliminate the use of energy from non-renewable sources:

1. **Energy & Electricity** – increasing renewable energy generation and modernizing the grid
2. **Transportation** – transitioning to zero-emissions vehicles, enhancing public transit, and promoting alternative fuel options
3. **Manufacturing & Industry** – Adopting carbon reducing technologies and processes, sustainable production practices through a circular economy, and carbon capture related technologies
4. **Agriculture & Water** – adopting sustainable farming and forest management practices and leveraging nature-based solutions
5. **Buildings** – improving energy and heating efficiency, transitioning to renewable sources, and implementing sustainable construction practices/materials
6. **Resilience and Adaptation** – implementing climate-smart planning, strengthening infrastructure, and promoting nature-based solutions to reduce vulnerability to climate change

The CriticalMass program will run as follows:

1. Program Support Advisor will recruit Program Partners, receive key problem statements or areas of project interest for them, and work with MassCEC to incorporate into the Startup RFP;
2. Startups will submit applications in response to the RFP released by MassCEC;
3. Program Partners will meet with applicants for an initial discussion of projects/partnerships;
4. MassCEC will invite top applicants to a pitch day, which Program Partners will attend;
5. Awards will be made and contracting will begin between awardee (“Awardee”) and

MassCEC (and in parallel between Awardee and Project Partner);

6. Awardee will begin work, meeting with Program Support Advisor monthly to discuss project plan, funding needs, relationship with Project Partner, logistics of project execution, etc.;
7. Awardee will attend at annual networking event with Project Partners, potential investors, industry stakeholders;
8. Awardee will attend 2-4 webinars throughout the project with other federal/state agencies, such as Massachusetts's MassDevelopment, or the Department of Energy's Loan Program Office or Office of Clean Energy Demonstrations;
9. Awardee will have 1-2 meetings throughout the project with MassCEC technology experts;
10. Awardee will have up to 4 meetings with EIRs throughout their project
11. Awardees will complete work (approximately 2-3 years after Awardee begins work).

The selected Applicant will assist with and provide the following services to the CriticalMass Program:

- Project Partner Engagement:
  - a. Build and maintain relationships between MassCEC, Project Partner (corporates, municipalities and universities) and Startups, as part of the CriticalMass program;
  - b. Advise MassCEC on the ideal terms and process for formal onboarding of said Partners through an engagement letter, memorandum of understanding, or similar.
  - c. Recruit and facilitate the onboarding of new Project Partners into the CriticalMass program on an ongoing basis and maintain ongoing relationships with them throughout the program to assess needs, value, and advise on agreements between Partners and participating startups.
- Startup Awardee Support:
  - i. The selected consultant, MassCEC staff, and the awarded Startup companies shall be required to meet on a monthly basis to go over scaling and commercialization activities. The consultant shall provide specific support in the following areas:
    - i. Identify and advise on relevance of federal and state loan and grant opportunities and how the startups can take advantage of them.
    - ii. Identify and advise on strategic partnerships with participating Partners, other corporates, or investors to assist with additional project financing and funding.
    - iii. Advise on project and company hurdles and challenges.
    - iv. Potentially introduce the startup to other partners in the selected consultant's network to further facilitate scaling needs.
    - v. Facilitate up to four (4) EIR sessions per awarded startup during the course of the startup's project to assist with project and company scaling.

MassCEC staff will be forming relationships with potential investors to assist with funding for the awarded startups. While this will be MassCEC's relationship, the Applicant will have the chance to meet with these investors and gain insight from them.

### III. ABOUT MASSCEC

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

### IV. ELIGIBILITY

Each proposal may be written by one (1) or more individuals, sole proprietors, professional consultants, institutions, non-profits, professional organizations, or companies with multiple employees (in either case this person or group is called an "Applicant"). Where an Applicant has multiple members, the proposal must be submitted by one (1) member only, (the "Lead Applicant"), and must clearly describe the various roles, relationships, and experience of all members. Applicants must be Massachusetts-based or have a significant Massachusetts presence.

Applicants should offer expertise in some or all of the following:

- New technology commercialization and acceleration;
- Facilitation of public-private partnerships focused on deploying and scaling technology solutions;
- Regulatory and policy levers to remove barriers to emerging markets; and
- Convening diverse Massachusetts stakeholder groups to break down such barriers.

Applicants must have either in-house or pre-existing relationships with EIRs, as described above. Applicants will manage the relationships with the EIRs (i.e., if contracting or payment is necessary, scheduling, recruitment, etc.)

The successful applicant to this RFP will show, at least:

1. The right skills to work with corporates, municipalities, and universities on questions of new technology deployment, stakeholder convening and collaboration, emerging market facilitation, investment, and experience of having done so to clients’ satisfaction. Prior experience working in this fashion is required;
2. A grasp of the structure and demands of energy and related industries, including the political, regulatory, financial, and commercial forces affecting the development and adoption of new technologies and business ventures for these industries; and
3. Good knowledge of and relationships with relevant people, companies, and institutions in this field.

**V. TIMELINE**

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

Milestone	Due Date
Release of the RFP	December 4, 2024
Questions due to MassCEC via email to criticalmass@masscec.com	December 16, 2024
Proposals due	January 16, 2025
Notification of award	Late Jan 2025/Early Feb 2025
Contracting completed, work begins by	Late March 2025
First year of contract ends/option to continue**	March 2026

***\*\*This initial contract will be for \$200,000 for one (1) year or until all contracts between Startups and Partners are fully executed, with a built-in “go/no-go” decision in the latter of January 2026 or until those startups contracts are executed.***

***If MassCEC and the selected Applicant are satisfied with the relationship and performance under the first year of the contract, there will be the option to continue the contract and scope of work***

*through the remainder of the first cohort of Startups' projects (through August 2028, approximately) at MassCEC's sole discretion for an additional up to \$200,000.*

*Therefore, there is the potential for up to \$400,000 maximum fee amount for the entirety of the scope of work through August 2028, which may be subject to change based on unforeseen circumstances, and at the sole discretion of MassCEC.*

## VI. HOW TO APPLY

To respond to this RFP, please submit a complete application. The submission must be in the form of a single PDF file, including all relevant attachments, sent by email to [criticalmass@masscec.com](mailto:criticalmass@masscec.com). "CriticalMass" must appear in the email subject line.

### **Submissions must include the following:**

- I. Cover page;
- II. Applicant's Signature and Acceptance Form (Attachment A);
- III. Proposal (see the Proposal Requirements below);
- IV. Reviewed and revised copy, with all revisions clearly marked using Track Changes, of the Sample Agreement (Attachment B);
- V. Team Member Resumes (as an appendix); and
- VI. Supplemental materials (i.e., Diversity, Equity, & Inclusion (DEI) statement, or list of prior relevant projects, as optional appendices).

Please include a brief summary of you or your organization's commitment to DEI and/or Environmental Justice (EJ) principles (as Supplemental Materials in an appendix). 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.

The total compensation shall be a fixed firm price maximum of **\$400,000**. Contractor will submit a monthly invoice at a fixed fee that includes a monthly status report summarizing key activities that occurred along each task. These fixed fees and tasks will be determined during the contracting process.

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

Under no circumstances will MassCEC accept responses past the deadline. MassCEC, at its sole discretion, will determine whether an application is complete.

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## PROPOSAL REQUIREMENTS



Submission packages must address all elements described above under Section VII.

All proposals must contain the following parts, not exceeding the number of pages given.

**Executive Summary (1 page):** A summary of the Applicant's organization, qualifications, and proposed approach to the work, and their proposed approach for working with MassCEC.

**Statement of Qualifications (3 pages):** A statement of the qualifications, experience, and description of the Applicant, including:

- A brief description of the organization(s) behind the proposal, including any proposed sub-contractors, and EIRs. Include date founded, history, size, project portfolio and information on companies' Massachusetts presence.
- An explanation of why the proposed organization or team is the best qualified to perform the work from a technical and business perspective. Identify other organizational qualifications relevant to the proposed work. Include examples of related past work, particularly related to technology innovation and the current status of those projects. Identify previous successfully negotiated partnership or projects that you have facilitated with corporate partners, universities and municipalities. Responses may include appendices with relevant supplemental material (see below);
- A description of the team's existing network of MA-based and non-MA-based relevant stakeholders (MA-based stakeholder network is required), such as municipalities (MA-municipalities, if applicable) universities (MA-universities, if applicable) and corporate partners, either large corporates or smaller local companies;
- Identification of key individuals who will be involved in the program and who will serve as the day-to-day lead. 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; and
- If applicable, list MassCEC and other state or federal contracts awarded to the Applicant and/or any subcontractors in the past five (5) years.

**Project Management Approach (maximum 3 pages):**

- Approach to build relationships with Project Partners.
- Approach to maintaining these relationships and establishing potential deployment opportunities.
- Approach to facilitating relationships and agreements with growth stage companies and Project Partners.
- Approach to assisting with helping startups navigate funding through other federal grants and investors.
- Plan for engagement with MassCEC regarding the above.

**References (1 page):** All responses must include references from at least three (3) clients of the Applicant, and preferably clients who have hired the Applicant for similar services to this proposed work (MA clients are a plus). Each reference must include a contact person, postal address, email address, and telephone number. Current and former MassCEC staff may be included as supplementary.

**VII. SELECTION CRITERIA**

MassCEC is seeking the most comprehensive proposal from qualified entities to fulfil the roles described above. All proposals must be responsive to the relevant scope of services and proposal requirements outlined in this RFP.

<b>Criterion</b>	<b>Definition</b>
<b>Overall</b>	<ol style="list-style-type: none"> <li>1. Is the Application timely?</li> <li>2. Does the Application provide all the information requested in this RFP?</li> <li>3. Does the Applicant plan to provide services commensurate with the services requested by MassCEC?</li> <li>4. Has the Applicant demonstrated sufficient time resources and flexibility to provide the required services?</li> </ol>
<b>Qualifications</b>	<ol style="list-style-type: none"> <li>1. What is the quality of the Applicant’s performance on similar past assignments or its achievements related to the proposed work? Specifically, what past project facilitation with corporate, universities and municipalities does the Applicant have?</li> <li>2. Does the Applicant have strong connections to Massachusetts based industry stakeholders and potential partners?</li> <li>3. Access to an EIR, either in-house or externally, who will be able to provide valuable expertise to the Startup.</li> <li>4. How relevant and extensive is the Applicant’s experience in the field of work contemplated by this RFP?</li> </ol>
<b>Proposed Plan of Work</b>	<ol style="list-style-type: none"> <li>1. Does the Applicant demonstrate an understanding of the concepts and motivations underlying this RFP?</li> <li>2. Is the proposed plan of work clear and reasonable?</li> <li>3. Does the plan of work meet MassCEC’s requirements and goals described above?</li> <li>4. Is the budgeted cost competitive and reasonable?</li> </ol>

**XI. BUDGET**

The Applicant must provide an anticipated budget with the application (see “Proposal Requirements” above). MassCEC will evaluate this budget and consider it with other criteria when selecting the winning proposal. The successful contractor will be paid in installments as the agreed plan of work is delivered.

## 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. Any documentary material, data, or other information received by MassCEC from an Applicant is therefore 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.

### 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 rights to accept or reject any or all applications received, to waive minor irregularities in submittal requirements, to modify the anticipated timeline, to request modifications to an application, to negotiate with any qualified Applicants, to change the application guidelines, and to cancel or modify the RFP in part or in its entirety.

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 mean to respond. MassCEC accepts no liability and will provide no accommodation to any Applicant who submits 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 will execute a contract, substantially in the form of the Sample Agreement located in Attachment B, which will set forth the respective roles and responsibilities of the parties.

**Each Applicant is required to review the Sample Agreement in Attachment B, and if applicable, submit a revised version with any tracked changes clearly marked with its Application to this RFP. Please note that MassCEC may accept or reject any such proposed changes or further negotiate this agreement at its sole discretion.**

ATTACHMENT A: AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM

**RFP FY2025 CriticalMass (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 Company or Organization)

By: \_\_\_\_\_  
(Signature of Applicant or Authorized Representative)

Name: \_\_\_\_\_  
(Printed Name of Authorized Representative)

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

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

## ATTACHMENT B: SAMPLE AGREEMENT

### AGREEMENT FOR SERVICES

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

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

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

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

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

- 1. Scope of Services:** Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 1 attached hereto (the “Services”), which exhibit is incorporated by reference. This Agreement shall apply to all Services provided from time to time by Contractor to MassCEC during the Term, as defined below. Contractor shall perform the Services in accordance with schedule in Exhibit 1 (the “Schedule”).
- 2. Deliverables:** Contractor shall provide all deliverables described in Exhibit 1 (the “Deliverables”).
- 3. Payment:**
  - a. **[FIXED FEE:** MassCEC shall pay Contractor an aggregate amount of up to \$[fill in AMOUNT] (the “Fee Amount”) to perform the Services. The Fee Amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement.]
  - 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.

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

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

6. **Contractor's Representations, Warranties, and Certifications:** As of the Effective Date of this Agreement, Contractor hereby represents, warrants, and certifies under the pains and penalties of perjury as follows:
  - a. Contractor is duly authorized to enter into this Agreement.
  - b. Contractor and all personnel to be employed or engaged by Contractor under this Agreement ("Project Personnel") are fully capable and qualified to perform the Services and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform any and all of the Services.

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



**7. Project Managers:**

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

For Contractor:

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

For MassCEC:

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

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

**9. Termination:**

- a. This Agreement may be terminated by either MassCEC or Contractor at any time for a material breach of any term of the Agreement.
- b. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate MassCEC action inconsistent with performing its obligations under this Agreement.
- c. MassCEC may terminate this Agreement at any time, in the exercise of its sole discretion. In the event of such termination, compensation shall be paid by MassCEC to Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.
- d. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 8, 9, 10, 12, 13, 14, 15, 17, 18, 20, 21, and 23 of this

Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

**10. Assignment and Subcontracting:** MassCEC may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of MassCEC's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of MassCEC, nor shall Contractor subcontract any services to anyone without the prior written consent of MassCEC.

**11. Conflicts of Interest:** Contractor acknowledges the application of the Commonwealth's Conflict of Interest Law, codified at M.G.L. c. 268A to the subject matter of this Agreement and that Contractor's Project Personnel, and Contractor's subcontractor's personnel, if any, may be considered "special state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Commonwealth's Conflict of Interest Law.

**12. Audit:** Contractor shall maintain books, records, and other compilations of data pertaining to its activities pursuant to this Agreement to the extent and in such detail as to properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not expressly permitted under this Agreement, Contractor shall refund to MassCEC the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.

**13. Indemnification:**

- a. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from

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

- b. In no event shall either Party be liable for any indirect, incidental, special, or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business) arising out of or related to Contractor, its employees, agents, or assigns performance of Services under this Agreement, even if advised of the possibility of such damages.

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

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

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

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

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

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

**15. Public Records and CTHRU:** As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Contractor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. Contractor agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Agreement.

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

**16. Tax Forms:** MassCEC will record payments to Contractor on, and provide to Contractor, a United States Internal Revenue Service ("IRS") Form 1099, and MassCEC will not withhold any state or federal employment taxes on Contractor's behalf. Contractor shall be responsible for paying all such taxes in a timely manner and as prescribed by law. Contractor shall provide MassCEC with a properly completed IRS Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding payment until such W-9 is received. The W-9 must be emailed to [finance@masscec.com](mailto:finance@masscec.com). For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to [finance@masscec.com](mailto:finance@masscec.com).

**17. Choice of Law:**

- a. This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding, or arbitration hereunder.
- b. This Section shall not be construed to limit any other legal rights of the Parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing, and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests' pending completion of the arbitration proceedings.

- 18. Independent Status:** Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent between MassCEC and Contractor, its employees, agents, or officers.
- 19. Counterparts:** This Agreement may be executed in two (2) or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 20. Severability:** Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.
- 21. Amendments and Waivers:** MassCEC may amend Section 15 (without any action by Contractor) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 8. Except as provided in the immediately preceding sentence, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.

**22. Force Majeure:** Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

**23. Binding Effect, Entire Agreement:** This Agreement shall be binding on the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no Person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:

- a. Exhibit 1: Scope of Services

[Rest of Page Intentionally Blank]

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

**Massachusetts Clean Energy Technology Center**

**[Contractor Name]**

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

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

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

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

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

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

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

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

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



Exhibit 1  
SCOPE OF SERVICES: Plan of Work, Deliverables, and Schedule

- I. Plan of Work [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 of the Agreement for Services.]
- 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				