



## Request for Proposals: Professional Services and Program Support for Clean Energy Internship Program FY24

Date of Issue: November 20, 2023  
Proposals Due: Rolling through March 1, 2024

Total Funding Available: \$605,000

All proposals must be submitted to:  
[rfpworkforce@masscec.com](mailto:rfpworkforce@masscec.com)

## I. SUMMARY

Through this Request for Proposals (“RFP”), the Massachusetts Clean Energy Technology Center (“MassCEC”) seeks qualified individuals or organizations (“Applicants”) to assist in expanding MassCEC’s workforce development programming, including recruiting new entrants into the clean energy workforce and supporting regional clean energy employer engagement. This work directly links MassCEC’s core mission of an equitable clean energy transition to the Workforce Development team’s efforts to build robust career pathways into the growing clean energy sector. There are multiple scopes of work within this document, with options including but not limited to, directly recruiting and supporting students, engaging with employers to strategize best outcomes, increasing awareness of Internship programs and job training opportunities, and developing plans for a Massachusetts Climate Service Corps and a statewide Clean Energy Workforce Development strategy.

MassCEC’s Clean Energy Internship Program (“Internship Program”) and Technical Trades Work and Learning Program (“Work and Learning”) expose students to career pathways and opportunities within the clean energy sector. These programs will be the central conduit for most of this work. MassCEC is committed to ensuring that its programs are inclusive and effective for students from all backgrounds, and therefore, MassCEC seeks to expand its support services for students in the Internship Program and Work and Learning by providing resources to students needing additional support. At the same time, enhancing the effectiveness of our employer engagement will help to create a more robust ecosystem of connected employers and schools. This will bolster the pathways available for young people to pursue diverse careers in the clean energy sector.

**Funding Guidelines:** Six Hundred Five Thousand Dollars (\$605,000) is the total available funding for all Scopes. Requests should align with the proposed scope of work and deliverables.

Applications will be accepted on a rolling basis until March 1, 2024. However, those applying for Scope 1,3, 4, 6, or 7 should aim to apply by December 20<sup>th</sup>, 2023, to ensure sufficient time to meet initial milestones and deliverables.

## II. ABOUT MASSCEC

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

MassCEC’s mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth’s climate goals, advancing Massachusetts’ position as an international climate leader while growing the state’s clean energy economy. MassCEC is committed to creating a diverse, equitable, and inclusive organization where everyone is welcomed, supported, respected, and

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

### III. BACKGROUND AND GOALS

MassCEC works to grow the clean energy economy in Massachusetts as part of a broader effort to support statewide climate goals. Massachusetts is a world leader in climate and clean energy and continued progress relies on a strong and expanding clean energy workforce. Expanded Clean Energy career awareness is a crucial first step to growing and diversifying the pipeline for tomorrow's climate-critical workforce. Lack of clean energy career awareness is a top barrier to entry into the workforce. And this lack of early career information is also a root cause of opportunity disparities in our clean energy workforce. Almost half of all African American, Latinx, and female respondents indicated that a lack of basic career information was a barrier.<sup>1</sup>

MassCEC has a longstanding commitment to fostering clean energy career awareness. Through our Clean Energy Internship Program, we've placed over 5,800 interns at over 600 clean energy companies and our Equity Workforce Development programming ensures that clean energy careers are accessible to all by supporting expanded career awareness, training, and support services for individuals and minority and women-led clean energy businesses. Earlier this year, Governor Healey announced the launch of a Clean Energy Innovation Pathway for high school students and the recently released ***Recommendations from the Climate Chief*** call for the development of a Massachusetts Climate Service Corps and a comprehensive, cross-agency plan for clean energy and climate resilience workforce development.<sup>2</sup>

To meet our 2030 greenhouse gas emission reduction targets, the Massachusetts clean energy workforce must grow substantially. Almost 40,000 additional clean energy workers will need to be trained. Over 140 occupations will see job increases due to the clean energy industry growth, and the state's commitment to advancing high-quality career pathway options is one (1) more reason why Massachusetts will continue to be a global leader in clean energy.<sup>3</sup> Additionally, all of these efforts must provide equitable opportunities for success. Young people who face significant barriers may need more support and guidance, and MassCEC aims to work with partners who can meet these additional needs and positively impact program quality. MassCEC seeks partners to tackle all angles of this complex ecosystem: working with employers who may be interested in hiring students from four (4) year colleges, two (2) year technical schools, community colleges, certificate programs and vocational/technical high schools, as well as working directly with those schools and their student populations will allow our programs to have the best chance of success.

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<sup>1</sup> The Workforce Needs Assessment can be accessed [here](#).

<sup>2</sup> More information on the recently released Climate Chief Report and Climate Corps can be found [here](#).

<sup>3</sup> This information is found in the [Workforce Needs Assessment](#).

Below are summaries of some of MassCEC's Relevant Programs:

### **Clean Energy Internship Program**

The Internship Program facilitates the placement of Massachusetts college and clean energy certificate students ("Participants," as further defined below) in career opportunities in the clean energy sector. The Internship Program provides paid full-time summer internships and paid part-time academic year internships across the state. Companies ("Host Employers," as further defined below) are permitted to take up to two (2) students per semester or up to three (3) students if one is enrolled at a community college. MassCEC will reimburse Host Employers directly for Summer 2024 stipends. Host Employers will receive a reimbursement of up to Eight Thousand Six Hundred Forty Dollars (\$8,640) per student, which is enough to cover Eighteen Dollar (\$18) per hour wages for Eligible Students who work forty (40) hours per week for a total of twelve (12) weeks. To date, the Program has placed 5,839 interns at 627 companies since 2011.

### **Support Internship Program Success ("SIPS") Initiative (see Scope 1):**

Formerly the Targeted Internship Program, the SIPS Initiative aims to directly recruit and support students in the Clean Energy Internship Program to create the best chance for success. Students eligible to participate in this initiative include Pell Grant recipients, First-generation college students, residents of Massachusetts Environmental Justice neighborhoods and Disadvantaged communities, as defined here: <https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5>. As further laid out in Scope 1, MassCEC is seeking to partner with Training Providers that can equip students with additional support services, and who will recruit, track, and assist MassCEC with matching clean energy Host Employers with up to sixty (60) Eligible Students in the summer 2024 cohort. Each training provider must recruit, retain and place an agreed upon number of participants, likely twelve (12) to fifteen (15).

### **Technical Trades Work and Learning Program**

The Technical Trades Work and Learning Program (formerly, the "Vocational Internship Program") is open to students in vocational high schools, high school After Dark programs, and Career Technical Initiative ("CTI") programs. This program offers students the opportunity to gain hands-on, on-the-job training with employers specializing in technical trades. These industries are critical to the clean energy transition and there is a need for a pipeline of skilled workers to keep up with the growing sector.<sup>4</sup> This updated version of the program aims to expand the eligibility of participants and provide more options to employers. The Internship Program and Work and Learning Program help to cultivate the clean energy talent pipeline by providing valuable work-based learning experiences and raising awareness of career pathways in the clean energy industry. Additionally, these programs introduce employers to local community colleges, universities, and vocational school programs that can potentially serve as future talent recruitment sources. They also create an environment where students can access networking opportunities, engage in professional development, and receive mentorship from industry professionals. Additionally, these programs offer Massachusetts clean energy companies the opportunity to access qualified interns who can provide critical support to their business operations.

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<sup>4</sup> 45 percent of projected clean energy jobs created between 2022 and 2030 will be in Installation, Construction, Maintenance and Repair. For more information, see [Powering the Future: A Massachusetts Clean Energy Workforce Needs Assessment](#)

Those applying to assist with employer engagement (Scope 2) will likely work within the context of both the Internship Program and the Work and Learning Program.

### **Clean Energy Innovation Career Pathway**

The Clean Energy Innovation Career Pathway enables high school students to engage in applied, hands-on learning opportunities to explore the growing career opportunities in the clean energy industry. MassCEC is partnered with the Department of Elementary and Secondary Education (“DESE”), which is developing Clean Energy Innovation Pathway pilot programs at six (6) public high schools during the ’23-’24 school year. The pilot programs will lead to the development of implementation tool kits and best practices that can then be adopted by other high schools, with the goal of awarding the first cohort of Clean Energy Innovation Pathway designees ahead of the ’24-’25 school year.<sup>5</sup>

For additional details on MassCEC’s workforce development programs, please visit:

<https://www.masscec.com/workforce>

## **IV. Eligibility**

Organizations, individuals, or a partnership/team are eligible to apply and are collectively termed “Applicants.” If multiple parties are jointly applying, one party should take on the role of leading the application team (the “Lead Applicant”). The Applicant will sign Attachment 1, the contract with MassCEC (if selected), and receive funds from MassCEC. The following entities are eligible to serve as an Applicant with the following conditions:

1. Community-based entities
2. Post-secondary educational institutions, K-12 School Districts, Comprehensive and Vocational High Schools, Middle schools, and Vocational Schools offering a Career Technical Initiative evening program
3. For-profit entities such as for-profit training companies, consulting and professional services firms, trade associations, unions, or other coalitions of businesses and clean energy businesses
4. Federally Recognized and State-Acknowledged Tribes
5. Workforce Development Organizations, Nonprofit and For-Profit
6. Massachusetts Workforce Investment Boards and Career Centers/Mass Hire Organizations
7. An individual contractor

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

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<sup>5</sup> More information on the Clean Energy Innovation Career Pathway can be found [here](#).

## V. SCOPE OF WORK

This RFP is divided into seven (7) scopes of work. Applicants can apply for any or all scopes of work. Two (2) year contracts are possible based on a demonstrated ability to provide services based on the scope of work.

### **Scope 1: Training Providers for Support Internship Program Success (SIPS) Initiative:**

MassCEC is seeking up to four (4) Training Providers that can recruit, retain, and track Eligible Students to the Internship Program and conduct the following services. The funding amount for this scope can be up to Forty Thousand Dollars (\$40,000), if requesting a two (2) year contract:

- Recruit Eligible Students for the summer 2024 Internship Program (this includes Pell Grant recipients, First-generation college students, residents of Massachusetts Environmental Justice neighborhoods and Disadvantaged communities, as defined here: <https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5>);
- Assist MassCEC in matching Eligible Students to Host Employers for the summer 2024 Internship Program;<sup>6</sup>
- Mentor and support recruited Participants for the Student Internship Program Success (SIPS) Initiative component of the summer 2024 Internship Program (May, June, July, and August);
- Design and facilitate three (3) 60-minute virtual career readiness workshops during the summer of 2024 (May, June, July, August), which will include a strategic opportunity for 15-20 minute breakouts/small group discussions for each cohort;
- In collaboration with MassCEC Internship staff, design and deliver an employer best practices webinar, which will be open to all employers participating in the Internship Program, and required for those participating in the SIPS Initiative.
- Attend all weekly workshops for students, including those facilitated by other training providers, to lead breakouts/small group discussions with your own cohort within each workshop;
- Report any concerns to MassCEC regarding participant progress and experience in the program;
- Track recruited summer 2024 Internship Program Participants for up to one (1) year post internship completion; and
- Complete an interim report and a final report, which will detail outcomes at the end of the program as well as outcomes one (1) year after the program.

### **Scope 2: Regional Employer Engagement to Increase Statewide Utilization of MassCEC Internship Programs:**

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<sup>6</sup> A “Host Employer” for purposes of this RFP is defined as “an employer engaged in whole or in part in goods and services or advanced and applied technologies that significantly reduce or eliminate the use of energy from non-renewable sources, including, but not limited to: energy efficiency; demand response; energy conservation and those technologies powered in whole or in part by the sun, wind, water, biomass, alcohol, wood, fuel cells, any renewable, non-depletable, or recyclable fuel.” MassCEC, in its sole discretion, makes the determination of whether an employer is a clean energy employer. A “Participant” for purposes of this RFP is the Eligible Student selected by the Host Employer to participate in an Internship with the Host Employer through the Program.

In collaboration with MassCEC staff, develop an engagement strategy for connecting with clean energy employers in Massachusetts. The primary goal is to increase participation in the Internship Program and Work and Learning Program, while simultaneously establishing a more robust partnership ecosystem for MassCEC's Workforce Development initiatives. The engagement could include elements such as:

- Define regional and sector targets for engaging new employers and expanding existing partnerships;
- Design and conduct interviews with employers to learn more about industry needs and whether our programs match those needs;
- Plan and attend site visits and/or events where employers may be able to be made aware of MassCEC programs;
- Recruit employers to participate in MassCEC programming, including hosting interns, supporting the creation of clean energy career awareness videos by featuring their workplaces and staff in MassCEC productions, and engaging with relevant MassCEC funded-programs;
- Track engagement, including new employer partner commitments to MassCEC program and initiatives and other relevant information identified in collaboration with MassCEC staff; and
- Prepare a final report documenting practices, results, and recommendations.

Note: Although Scope 2 focuses on employers, the goals of our program include connecting employers with schools and potential interns. Therefore, you will be expected to operate within the larger context of these goals. Additionally, there could be some overlaps with Scope 3, which focuses on promoting connections with technical trades-based schools and programs but also requires some employer engagement.

### **Scope 3: Training Provider Engagement and Support for Trades-Based Student Programs:**

Develop a plan for engagement with Massachusetts Vocational Schools, especially those hosting After Dark and CTI programs, as well as vocational/CTE high school students.

- In collaboration with MassCEC staff, map the resources available at each of the vocational schools, such as Chapter 74, CTE programs, After Dark programs and CTI programs;
- Identify the career staff at the schools who are managing students' on-the-job training programs;
- Design a strategy for MassCEC to increase participation in the Work and Learning Program and identify any gaps that exist within the needs of the schools and the students;
- Engage with employers whose business models are based in technical trades;
- Track engagement, including new school and student participation in Technical Trades Work and Learning Program and other relevant information identified in collaboration with MassCEC staff;
  - The desired outcome of these efforts is a significant rise in student involvement in the Technical Trades program. Successful applicants will be able to document how their efforts will lead to at least and an additional 12 students for the 2023/24 year of the program.

- Plan and facilitate meetings with MassCEC staff with strategic proposals for how to increase participation and close gaps that may exist between employer needs and program offerings.; and
- Prepare a final report documenting practices, results, and recommendations.

**Scope 4: Student Awareness in Community Colleges:**

Develop a plan for engagement with Massachusetts community colleges.

- Design and conduct interviews with relevant staff at community colleges to learn more about the needs of their students and to assess whether our programs fit those needs;
- Plan and attend site visits and/or events that provide opportunities to raise awareness among students about MassCEC programs;
- Track engagement, including new school and student participation in Internship Program and other relevant information identified in collaboration with MassCEC staff;
  - The desired outcome of these efforts is a significant rise in community college student engagement in the Internship Program. Successful applicants will be able to document how their efforts will lead to at least an additional twelve (12) students for the summer 2024 session of the Internship Program.
- Plan and facilitate meetings with MassCEC staff with strategic proposals for how to increase participation and close gaps that may exist between employer needs and program offerings; and
- Prepare a final report documenting practices, results, and recommendations.

**Scope 5: Clean Energy Symposium:**

Plan and execute an annual Clean Energy Symposium for students and former/prospective interns, with the goal of strengthening the clean energy industry community and furthering the objectives outlined in the other sections of this RFP.

- Collaborate with MassCEC staff to research this event as it was held in the past;
- Identify topics and engage with speakers;
- Identify and book location;
- Coordinate with MassCEC staff supporting the development and logistics; and
- Attend the event and support key details and execution.

**Scope 6: Massachusetts Climate Service Corps Planning and Program Design**

The Consultant will lead the research and support the planning process and stakeholder convenings necessary to develop a comprehensive proposal for a Massachusetts Climate Service Corps program in alignment with the [Commonwealth's 2050 CECP](#) and recently-released [Recommendations of the Climate Chief](#). The program aims to drive awareness, engage residents and institutions, and create career paths integral to climate-critical solutions, with a focus on youth and underrepresented communities. The scope of work will include the following elements and additional work as identified through the cross-agency stakeholder process.



**Preliminary Research:**

- Conduct a comprehensive review of existing Climate Service Corps programs in other states, including Maine, Michigan, and Hawaii, to gather insights, best practices, and lessons learned; and
- Analyze the federal legislation related to the national Civilian Climate Corps and explore potential synergies and collaboration opportunities.

**Stakeholder Engagement:**

- Develop content to support stakeholder convenings involving MassCEC, Climate Office, EEA EJ Office, EOLWD, EOE, DESE, community colleges, Clean Energy and Climate action organizations and businesses, and other relevant organizations.; and
- Conduct interviews and surveys with potential participating organizations and youth/young adult participants, employers, educational institutions, and community organizations to understand their needs, expectations, and preferences regarding the Climate Service Corps.

**Program Design and Development:**

- Develop a detailed program framework for the Massachusetts Climate Service Corps, incorporating elements from successful models in other states;
- Design specific programmatic elements focused on fostering community involvement and providing pathways to good-paying jobs in clean energy, climate resilience, and climate-critical trades for youth and young adults;
- Include recommendations of how to maximize pre-apprenticeship opportunities tailored to climate-critical trades and skills, and integrated with existing initiatives, included, but not limited to the Clean Energy Internship Program, Equity Workforce Program, Empower Program, YouthWorks, Clean Energy Innovation Pathways, YouthBuild and others currently operating in the existing ecosystem; and
- Explore partnerships with community colleges and other educational institutions to provide training and educational opportunities to Corps participants.

**Feasibility and Funding Assessment:**

- Conduct a feasibility study to assess the viability of the proposed programs, considering factors such as funding sources, participant recruitment, and long-term sustainability; and
- Identify potential funding opportunities, grants, and partnerships to support the implementation of the Climate Service Corps and determine initial funding gaps for the pilot and early expansion phases of the program.

**Reporting and Recommendations:**

- Prepare regular progress reports outlining the research findings, stakeholder engagement outcomes, program designs, funding options, and recommendations;
- Present the final recommendations to the Climate Office, MassCEC, and other stakeholders by highlighting actionable steps and a roadmap for the successful implementation of the Climate Service Corps;

- Provide expertise, guidance, and strategic direction throughout the development of the Climate Service Corps program, ensuring that it aligns with the Commonwealth's goals and addresses the needs of diverse communities; and
- Collaborate closely with stakeholders and deliver a comprehensive set of recommendations to drive the program's successful launch and long-term impact.

**Scope 7: Massachusetts Clean Energy and Climate Resilience Workforce Development Plan**

The Consultant will support MassCEC’s role in developing and implementing a comprehensive, cross-agency plan for clean energy and climate resilience workforce development as called for by the recently-released [Recommendations of the Climate Chief](#). The planning process will include research, stakeholder convenings, and strategic planning to develop a final plan that is informed by this process an existing key documents, such as the [Commonwealth's 2050 CECP](#) and [Powering the Future, a Massachusetts Clean Energy Workforce Needs Assessment](#).

- Review the findings of Powering the Future and regional and national studies of climate-critical workforce needs against currently available data from the Department of Labor and Massachusetts Department of Economic Research to provide concise resources to inform stakeholder conversations and strategic planning;
- Develop content (agenda, resources, project management tracking) to support multi-agency convenings involving EOLWD, EOED, EOE, EEA, MassDOT, EOHHS, EOVS, and EOPSS.
- Design a broader stakeholder convening strategy and stakeholder interview protocols to gather additional input to inform the plan;
- Collaborate with MassCEC staff to develop significant parts of the initial draft plan and revised versions based on stakeholder feedback;
- Support the production of a final plan to be submitted to the Climate Chief’s office by May of 2024; and
- Collaborate with MassCEC to develop a workplan that supports implementation of the state’s clean energy and climate resilience workforce development plan through expanding MassCEC’s slate of existing workforce development programs, launching additional programs to address identified gaps, and outlining key collaborations to meet needs that should not be addressed through MassCEC’s programs alone.

**VI. ESTIMATED TIMELINE**

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

Release of Request for Proposal	November 20, 2023
Deadline to Submit Written Questions due to MassCEC via email to <a href="mailto:rfpworkforce@masscec.com">rfpworkforce@masscec.com</a>	Ongoing
All Answers to Written Questions Posted on the MassCEC Website	Ongoing

















- b. *Grant Administration.* Grantee shall use the Grant funds only for the activities described in the approved Scope of Work. Grantee shall maintain financial records relating to the receipt and expenditure of all Grant funds in accordance with the terms set forth under this Agreement for a period of seven (7) years starting on the first day after final payment under the Agreement.
- c. *Grant Expenditure.* All costs incurred by Grantee before the Effective Date are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee shall not incur any costs to be charged against Grant funds prior to the Effective Date.
- d. [Include (d) and (e) together if applicable.] *Cost Share.* Grantee agrees to meet and maintain a minimum [number written out] percent ([number]%) cost share for the Project ("Cost Share"). MassCEC and Grantee will share in any cost savings that result from Project expenses that are less than the amount identified in the Project Budget by maintaining the minimum Cost Share. [NOTE: THIS SECTION MAY BE UPDATED BASED ON PROGAM NEEDS. Grantee agrees and acknowledges that its Cost Share may be cash, documented grants from other parties (such as other state or federal agencies or charitable organizations), or a combination thereof, but that consultants or subcontractors performing work on the Project shall not provide any of the Cost Share.]
- e. [Only include if including (d)] *Allowable Expenses.* Grantee's costs uniquely associated with the Project and incurred directly in the completion of Milestones set forth in the Scope of Work and identified in the Project Budget (the "Allowable Expenses"), shall be eligible for Cost Share. For the avoidance of doubt, Allowable Expenses shall not include general administration, overhead, mark-ups, travel (either by Grantee or by subcontractors to Grantee), Grantee's own labor, or general purpose facilities, equipment, materials, or software.

## 8. Termination

- a. MassCEC may terminate this Agreement at any time if Grantee has materially breached any term of the Agreement and fails to cure such breach as provided in Section 3(c).
- 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 action inconsistent with MassCEC performing its obligations under this Agreement.
- c. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 6(b), 7(b), 8, 10, 11, 14, 15, 18, 19, 21, 22, 24, 26, and 27 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

## 9. Tax Forms and Grant Taxability

- a. Grantee shall provide MassCEC with a properly completed United States Internal Revenue Service ("IRS") Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding all Grant Installments until such W-9 is received. W-9s shall be emailed to [finance@masscec.com](mailto:finance@masscec.com).
- b. Grants may be considered taxable income by the IRS and the Massachusetts Department of Revenue. Grantee is solely responsible for any failure to timely consult with a tax professional to









































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

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

- [fill in as necessary]

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

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

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

17. **Choice of Law:**

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

18. **Independent Status:** Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent between MassCEC and Contractor, its officers, directors, employees, agents, or assigns.

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

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

neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:

- a. Exhibit 1: Scope of Services

[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

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

EXAMPLE TABLE

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

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