



THE INNOVATION INSTITUTE

at the MassTech Collaborative

Collaborative Research Matching Grant Program

Request for Proposals

RFP No. 2014-JAII-01

Massachusetts Technology Collaborative

75 North Drive

Westborough, MA 01581-3340

<http://www.masstech.org>

Procurement Team Leader: Patrick Larkin

RFP Issued: July 8, 2013

Answers to Questions Posted: Posted Within Seven Days of Receipt

Responses Due: Rolling Submission

Eligible Applicant Presentations: As Requested by the Mass Tech Collaborative

1 **Introduction**

In August 2012 the Commonwealth of Massachusetts enacted legislation (Chapter 238 of the Acts of 2012) to spur additional Research and Development (“R&D”) activity in the state as part of a larger jobs bill. Chapter 238 establishes the Scientific and Technology (“S&T”) Research and Development Matching Grant Fund (“Matching Grant Fund”) and authorizes the Commonwealth to issue up to \$25 million in bonds to capitalize the Matching Grant Fund. Chapter 238 also stipulates that, in addition to the S&T bond funds, an additional amount of not less than \$25 million in repurposed higher education bond funds (“Repurposed Bond Funds”) be expended in conjunction with the Matching Grant Fund. Chapter 238 charges the Massachusetts Technology Collaborative (“Mass Tech Collaborative”) with responsibility for administering the Matching Grant Fund and directing the expenditure of the Repurposed Bond Funds. These combined resources provide availability for up to \$50 million in additional R&D activity in the state.

Working in close collaboration with the Massachusetts Executive Office of Housing and Economic Development (“EOHED”), the Mass Tech Collaborative will administer these funds through a Collaborative Research Matching Grant Program (‘Matching Grant Program’) established within the Innovation Institute, a division of the Mass Tech Collaborative.

The purpose of the Matching Grant Program is to provide matching funds for capital expenditures made in connection with the most promising large-scale, long-term Collaborative Research Projects that are sponsored by research universities, non-profit entities, or non-profit research institutions in the Commonwealth. All awards and resulting expenditures are subject to the availability of bond funding from the Commonwealth as determined by EOHED and the Executive Office for Administration and Finance.

Applications to this Solicitation shall be accepted on a rolling basis.

RESPONDENTS PLEASE NOTE:

- (i) This RFP does not commit the Mass Tech Collaborative to select any firm(s), pay any costs incurred in preparing an application, or award any grants. The Mass Tech Collaborative reserves the right, in its sole discretion, to make no awards, or to award less than the maximum amount of funds potentially available through this RFP. The Mass Tech Collaborative reserves the right, in its sole discretion, to accept or reject any or all submittals received, negotiate with any or all qualified applicants, and request modifications to proposals in accordance with such negotiations; request supplemental or clarifying information from Applicants; cancel, amend or modify the RFP in part or in its entirety; or change the RFP guidelines.
- (ii) This RFP supersedes any prior oral or written communications regarding the awarding of funds under the Matching Grant Program. Furthermore, the Chief Executive Officer of the Mass Tech Collaborative is the only individual that is authorized to make binding commitments on behalf of the Mass Tech Collaborative, which must be in writing.

2 **Background on Sponsors and Project**

2.1 The Massachusetts Technology Collaborative

The Mass Tech Collaborative is an independent public instrumentality of the Commonwealth of Massachusetts chartered by the Commonwealth to serve as a catalyst for growing its innovation economy. The Mass Tech Collaborative brings together leaders from industry, academia, and government to advance technology-based solutions that lead to economic growth, job creation, and public benefits in Massachusetts. The Mass Tech Collaborative energizes emerging markets in the high-tech sector by filling gaps in the marketplace, connecting key stakeholders, expanding broadband services, conducting critical economic analysis, and providing access to intellectual and financial capital. The Mass Tech Collaborative has three divisions: the Innovation Institute, the Massachusetts Broadband Institute, and the Massachusetts e-Health Institute. For additional information about the Mass Tech Collaborative and its programs and initiatives, please visit our website at www.masstech.org.

2.2 The Innovation Institute

The Innovation Institute was created by the Legislature in 2003 and established as a division of the Mass Tech Collaborative in 2004. The charge of the Innovation Institute is to improve conditions for growth in the Commonwealth’s innovation economy by: 1) enhancing institutional and industry competitiveness throughout the Commonwealth; 2) promoting conditions which enable growth throughout the

Massachusetts innovation economy; and 3) providing accurate and reliable information, data and analysis to stakeholders in the Massachusetts innovation economy that promote understanding and inform policy at the federal, state, and local level.

The Innovation Institute has historically operated two public purpose funds provided for by the Legislature: the Massachusetts Research Center Matching Fund and the John Adams Innovation Fund. More than 80 investments have been made from these two funds since 2005. This portfolio of work represents an important dimension of the Innovation Institute's current work, contributing to discovery and design of best practices for cluster-based economic development. During the last few years, the scope of this work has broadened to incorporate a focus on direct services beyond grant recipients to non-profit, academic, government and other civic and institutional stakeholders in the Innovation Economy.

Today, the Mass Tech Collaborative's Innovation Institute blends a services model with traditional grant making. This innovative model produces significant results and is represented by industry collaboratives and initiatives in emerging areas of the "tech sector" such as Big Data, Digital Games, Robotics, Advanced Manufacturing, etc.

The Innovation Institute's ability to address ever-changing market conditions is a vital – even decisive – advantage for the Innovation Institute's work. Its awards are referred to as 'investments' to convey and reinforce the desired understanding, by all program participants, that the Innovation Institute seeks a direct role as partner as well as grant-making authority during all phases of the project -- from development through final evaluation.

3 Overview and Objectives

3.1 Framework

The Matching Grant Program is intended to support large-scale, long-term Collaborative Research Projects that have the most potential to spur innovation, cluster development and job growth through industry partnerships in the Commonwealth. The role of universities is central to the objectives of this solicitation which seeks to build on and expand collaboration amongst research institutions. All proposals must include collaboration amongst two or more universities or research institutions.

The management of the Matching Grant Program will be informed by an Investment Advisory Committee. This committee will include accomplished industry and academic leaders. This committee will review, on a project-by-project basis, the technical merit and economic impact potential of each individual proposal and will make recommendations to the Executive Committee of the Mass Tech Collaborative's Board of Directors, the governing body that has final authority to approve Matching Grant Program awards.

Provision of grant funds is specifically contingent upon satisfaction of the following conditions: completion of all required Mass Tech Collaborative internal approvals; receipt of written notice of matching award from federal government, foundations, or corporations, execution of an agreement between the awardee and applicable partners, execution of a Project Grant Agreement between the Mass Tech Collaborative and the awardee, and the availability of funds from the Commonwealth's capital budget. Funding decisions will be made based upon the anticipated impact on the Massachusetts economy.

3.2 Focus Areas

Through the allocation of Matching Grant Funds the Commonwealth aspires to identify and support the highest-value opportunities to strengthen and expand the state's economy, with a focus on existing or new industry clusters with the potential to achieve competitive dominance. Evaluation considerations for this goal will include:

- Is there a critical mass of firms within the sector/cluster already in the state?
- Is the growth and success of the sector/cluster driven by access to the areas of strength that characterize the Massachusetts innovation ecosystem – talent, capital, proximity to world class research universities, etc.?

- Can government intervention/engagement positively influence the trajectory of the cluster/sector?
- Have the Massachusetts firms that are members of the sector/cluster: (1) already achieved a dominant position in the market and are they seeking to sustain and expand their dominance; or (2) have they demonstrated the potential to achieve a dominant position in the market within the next five to ten years?

Policymakers within EOHE and the Mass Tech Collaborative's Innovation Institute have been fully engaged in cluster-based economic development for some time. The list of priority sectors for the Matching Grant Program is based upon information and input from sources and stakeholders throughout the Commonwealth. The capabilities of industries and universities in the emerging Big Data sector offers the potential for significant increases in new knowledge, efficiency, value, new products and innovations that offer the potential for Massachusetts to establish dominance in Big Data on a global scale. Other sectors to emerge as major focus areas, as defined by their known potential to achieve sector dominance, include the fields of eHealth and Robotics.

Currently, we believe there are several other industry sectors with economic growth potential significant enough to attract funding support through the Matching Grant Program, such as Advanced Manufacturing, Advanced Materials, e-Cybersecurity, e-Commerce, Electronic Gaming & Simulation, Marine Science and Mobile Communications. All applicants to the Matching Grant Program must demonstrate that Massachusetts has the potential for establishing a dominant global position in the proposed sector, and that their proposal will impact the sector's growth.

3.3 Eligibility Criteria (To Receive Funding Through the Matching Grant Program)

In order to be eligible to receive funds from the Matching Grant Program: the applicant must be a research university, non-profit research institution, or other non-profit entity legally organized in Massachusetts. Proposals must identify and describe an opportunity that focuses on (i) existing economic strengths and assets in the Innovation Economy that will expand an existing industry cluster or (ii) developing the potential to achieve marketplace dominance in one or more existing clusters. All proposals must include collaboration amongst two or more universities or research institutions. As part of the full proposal, applicants are required to submit a project plan and budget that complies with the requirements set forth in Section 3.5 Section 3.6 and Attachments C & D.

3.4 Evaluation Criteria

Proposals must identify and describe the capital project that also includes an opportunity that focuses on (i) existing economic strengths and assets in the Innovation Economy that will expand an existing industry cluster or (ii) developing the potential to achieve marketplace dominance in one or more existing clusters.

The following categories describe attributes that successful proposals should include. All proposals will be evaluated against the qualifications, capacity and experience of the proposed project team; the project's demonstrated potential for success in each evaluation category; and the composition of the project team's cost share within the context of the project team's demonstrated commitment to the project and financial capacity.

- Scientific & Technological Merit

All applications must sufficiently demonstrate the potential of the proposed project to feasibly result in new (or materially enhanced) products, processes or applications which will result in a position of dominance for the target cluster/sector.

- Collaboration

All successful applications must involve the participation and cooperation of multiple organizations from industry and academia. Ideally, applications: (i) will be based on the best available talent; (ii) will focus on achieving maximum economic development impact; and (iii) should include collaboration with more than one research institution, including both private and public universities. The proposed effort should incorporate learning and best practices from existing university and research-based interactions with industry.

- Priority Industry Sector

Applicants must identify the priority industry sector that is the target of the application. The Commonwealth has identified multiple leading industry sectors which have demonstrated potential for growth and an ability to achieve market dominance. Project partners must also be able to work with other cluster participants in collaborative efforts to achieve project outcomes that contribute directly to and result in strong economic growth and increased employment opportunities.

- Cluster-Based Strategy & Effects

Applications must include a description of the cluster that is related to the proposed project and include a presentation of a cluster-based strategy that aligns with the project. The strategy must identify cluster strengths, the market position of project proponents in Massachusetts, the relevant experience and resources of project partners, and links the project plan to economic development outcomes and growth in market share. The strategy should consider the involvement and participation of leading and emerging industry associations, entrepreneurship groups, investment capital sources and other categories of economic actors in the Innovation Ecosystem. Descriptions of planned activities should identify and describe engagement with key, private stakeholders who are eligible to be champions of specific projects and initiatives. Priority will be given to projects that include high-impact activities, with direct, immediate interaction with industry that demonstrably enhances competitiveness and sector dominance.

- Extends or Reinforces Existing, Successful State Investments

The Commonwealth has an extensive portfolio of investments in the Innovation Economy. Applicants should seek to continue and expand the impacts achieved by legacy expenditures and the priorities they represent. This would include applications that position existing research and other related university and research-center activities that have demonstrated economic impact achievements.

- Regional Impact Beyond Traditional Innovation Centers

Priority will be given to applications that extend impacts into regions beyond Greater Boston and other areas already enjoying concentrations of innovation capacity and related economic development activity. These include Gateway Cities and regional economies, including those adjacent to or connected to New England-wide economic clusters.

- Workforce Development, Talent Pipeline & Retention

Priority will be given to projects that include an education or training component connected to current and/or future labor market needs, and including talent retention strategies such as co-operative employment, internships, job placements and direct hiring. Applications can include partnerships with community colleges, workforce investment boards and career centers, as well as with companies and industry associations.

- Sources of Funds

Applications will be evaluated based upon the total amount of funds requested from the Mass Tech Collaborative and the amount, source, composition, and strength of the commitment of matching funds balanced against the potential overall economic impact of the project on the Massachusetts Innovation Economy. Larger amounts invested from matching sources may not necessarily result in greater economic impacts. Therefore, project creating impacts that address unmet economic needs and opportunities resulting in sector growth and dominance in the Massachusetts' Innovation Economy may be given priority over those that request less funding or simply attract funds from the Federal Government or other sources.

The order of these factors does not generally denote relative importance. The Mass Tech Collaborative reserves the right to consider such other relevant factors as it deems appropriate.

3.5 Mandatory Cost Sharing/Match Requirements

A requirement for all awards will be additional, companion expenditures of awards by the Federal Government, universities, foundations, or corporations that match state investment through the Match Grant Program on a 3: 1 basis. All contributions, including cash and in-kind contributions, will be accepted as part of the grant recipient's cost sharing requirement provided that such contributions meet

all of the following criteria:(i) are necessary to accomplish the objectives of the Collaborative Research Project; (ii) are included in the approved budget for the Collaborative Research Project; (iii) are allocated separately for the Match Grant Program award; (iv) are verifiable from recipient's records; (v) are not included as matching contributions for any other federal or state-supported project; and are not provided by a state agency in the Commonwealth (as defined in section 39 of chapter 6 of the Massachusetts General Laws). It is expected that the applicant's match funds will be expended ratably with the Matching Grant Program funds during the award period. To the extent the applicant's proposal deviates from these expectations, the applicant must clearly describe and justify the proposed alternative approach. The Mass Tech Collaborative will evaluate the composition of the project team's cost share within the context of the project team's demonstrated commitment to the project and financial capacity.

3.6 Use of Proceeds

The proposed use of proceeds should be consistent with the foundational principles of the Matching Grant Program. The grant funds to be provided by Mass Tech Collaborative must be used for funding capital projects that are an integral part of the overall Collaborative Research Project being undertaken by the applicant. As part of their full proposal, applicants must submit the budget for their overall Collaborative Research Project, including the portions of the project not funded by the Mass Tech Collaborative. In that overall budget, applicants should specify which portions are the expenditures associated with the capital projects proposed to be funded by the Mass Tech Collaborative. Any capital expenditure to be funded by the Mass Tech Collaborative under this program must be one that will be accounted for by the recipient in its financial records as a capital expenditure under Generally Accepted Accounting Principles ("GAAP"). Examples of such capital expenditures could include expenditures for the acquisition of land and existing facilities, construction of new buildings, renovation of existing buildings, and the purchase of equipment and technology research platforms. Such capital expenditures may also include salaries of staff directly engaged in planning and managing capital projects to the extent such expenditures are capitalizable under GAAP. Salaries of individuals engaged in operations, as well as other operating costs, are not capital expenditures.

3.7 Management and Reporting Requirements

Within 60 days after the execution of a Project Grant Agreement, the awardee and Mass Tech Collaborative will mutually schedule a launch meeting to review the activities proposed to be conducted under the agreement, schedule, and reporting requirements.

All awardees must provide the following minimum deliverables to the Mass Tech Collaborative, as more fully described in the Agreement:

- Quarterly progress and financial reports;
- Annual reports detailing research and related activities; and
- Information on technology transfer and associated economic benefits.

The Mass Tech Collaborative reserves the right to require an awardee to establish an advisory board that has one (1) member of such board selected by the Mass Tech Collaborative. Awardees may also be required to host project site visits by Mass Tech Collaborative staff and contractors and participate in interviews by the Mass Tech Collaborative or its designees for purposes of monitoring and evaluation.

3.8 Funding

The Matching Grant Program will fund Collaborative Research Projects at two levels based on the principles and priorities described in this solicitation. Successful proposals must describe the project's direct impacts and linkages to economic clusters and industry sectors with growth potential in Massachusetts and its regions. Level One awards represent larger, long-term priority projects generally targeted at \$3-5 million awards. These will mostly be high-value, high-impact collaborative research, development and deployment opportunities to establish or sustain dominant competitive positions in the marketplace for Massachusetts' industry clusters, such as Big Data, eHealth and Robotics. Level One proposals requesting larger amounts for any focus area will be required to demonstrate a potential for larger and more widespread impact and sector dominance in the Innovation Economy. Larger awards may be considered if they address multiple categories of the program's criteria and result in impacts sufficient to forego funding other opportunities in that industry sector or economic cluster.

Level Two awards will provide up to \$1 Million for collaborative research projects that contribute to a strategic approach to create or grow a target cluster or industry.

Initial expectations are for the \$50 Million to be available, more or less pro rata, during a five-year period, from 2013 – 2018. The availability of grant funds will be based upon the actual allocation of bond funds from the Commonwealth's capital budget to the Mass Tech Collaborative for this program.

3.9 Disbursement of Funds

The Mass Tech Collaborative will disburse funds on a reimbursement basis in accordance with the budget, payment terms, schedules, and other terms and conditions established in the Project Grant Agreement. Among other conditions, payment will be subject to: (i) execution of an agreement between the grantee and each entity providing matching funds; (ii) receipt by the grantee of the applicable portion of the matching funding, (iii) submission of valid invoices and reports from the grantee evidencing the expenditures to be reimbursed, match funds recognized, and certifying to the capital nature of the expenditure, and (iv) Mass Tech Collaborative's access to sufficient bond funding from the Commonwealth.

4 Application Process

4.1 Schedule

As described in Section 1, this is a rolling submission. Concept papers and applications will be accepted on an ongoing basis while the RFP remains open. Potential applicants are required to submit a concept paper not to exceed ten pages (inclusive of appendices) prior to developing a full proposal. Please refer to Attachment B for instructions and guidelines on the preparation of concept papers.

The Innovation Institute reserves the right to waive the concept paper requirement in the face of pending federal solicitation deadlines that necessitate timely review of a full proposal.

4.2 Questions

Questions regarding this RFP may be submitted to the address set forth in Section 4.4(c) or by electronic mail to Byrnes@masstech.org. Please include the RFP number on the envelope or in the subject heading. Responses to all questions received will be posted to the Mass Tech Collaborative's and the Comm-PASS websites within one week of being received.

4.3 Interviews & Selection of Awardees

Applications will be subject to an administrative review to determine compliance with the RFP requirements. Innovation Institute staff may contact the applicant to request supplemental or clarifying information as part of the formal review process. The staff may also request an interview with or presentation by the applicant. All awards under this RFP are subject to review and recommendation by the Matching Grant Program Investment Advisory Committee and subject to final review and approval by the Executive Committee of the Mass Tech Collaborative Board of Directors.

4.4 Instructions for Submission of Responses:

Applicants are cautioned to read carefully and conform to the requirements of this specific RFP. Failure to comply with the provisions of this RFP may serve as grounds for rejection of an application.

- (a) Concept papers must be submitted by email (.pdf or .doc) to Downing@masstech.org. A signed Authorized Applicant's Signature and Acceptance Form (set forth in Exhibit E) must be submitted with the concept paper.
- (b) All applications must be submitted in writing, on 8 ½ x 11 paper (including all required submissions), with one (1) unbound original; one (1) unbound copy; ten (10) bound copies (no three ring binders); and one electronic version (.pdf or .doc) thereof.

APPLICANTS ARE CAUTIONED TO REVIEW ATTACHMENT A, PRIOR TO SUBMITTING AN ELECTRONIC COPY OF THEIR APPLICATION. IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN ATTACHMENT A, ANY INFORMATION THAT APPLICANT HAS IDENTIFIED AS "SENSITIVE INFORMATION" IN THE HARD COPY OF THEIR APPLICATION SHOULD BE DELETED FROM THE ELECTRONIC COPY PRIOR TO SUBMISSION TO THE MASS TECH COLLABORATIVE.

(c) Applications **must** be delivered to:

Collaborative Research Matching Grant Program
RFP No. 2014- JAII-01
Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581

(d) A statement indicating compliance with the terms, conditions and specifications contained in this RFP must be submitted with the concept paper and the application. Submission of the signed Authorized Applicant's Signature and Acceptance Form (set forth in Attachment E) shall satisfy this requirement.

RESPONDENTS PLEASE NOTE : BY EXECUTING THE AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM AND SUBMITTING AN APPLICATION TO THIS RFP, RESPONDENT CERTIFIES THAT IT (1) ACKNOWLEDGES AND UNDERSTANDS THE PROCEDURES FOR HANDLING MATERIALS SUBMITTED TO THE MASS TECH COLLABORATIVE, AS SET FORTH IN ATTACHMENT A HERETO, (2) AGREES TO BE BOUND BY THOSE PROCEDURES, AND (3) AGREES THAT THE MASS TECH COLLABORATIVE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR THE DISCLOSURE OF ANY MATERIALS SUBMITTED TO IT PURSUANT TO THIS RFP OR UPON APPLICANT'S SELECTION.

4.5 Information Required:

To be considered for an award under this RFP, applicants must complete and submit an Application for funding to the Mass Tech Collaborative and must include the following:

- Authorized Applicants' Signature and Acceptance Form (Attachment E)
- Application Cover Sheet (Attachment E)
- Project Plan Narrative (this section must include a schedule, milestones, projected outputs and outcomes and related performance measures and indicators)
- Signed Organizational Approval Letter stating the sponsoring organization's support for the proposed project
- Letters of participation and letters of support from collaborating organizations including any organizations providing match
- Biographical sketch (limited to 1 page each) for the Project Director and key staff for the proposed project. There should be at least one biographical sketch from each collaborating organization.
- Project Budget (see Attachment D for budget template)
- **APPLICANTS ARE REQUIRED TO SPECIFY ANY EXCEPTIONS TO THE PROJECT GRANT AGREEMENT AND TO MAKE ANY SUGGESTED COUNTERPROPOSAL(S) WITH THEIR RESPONSE. FAILURE TO SPECIFY EXCEPTIONS AND/OR COUNTERPROPOSALS WILL BE DEEMED AN ACCEPTANCE OF THE PROJECT GRANT AGREEMENT'S TERMS AND CONDITIONS, AND NO SUBSEQUENT NEGOTIATION OF SUCH PROVISIONS SHALL BE PERMITTED.**

4.6 Selection

Notification of selection or non-selection of all Applicants who submitted conforming applications will be mailed when the selection process is final. The selected Applicant will execute a Project Grant Agreement (see Attachment F for standard form of Project Grant Agreement). The Mass Tech

Collaborative reserves the right to amend the form of Project Grant Agreement without reissuing this Solicitation.

5 Other Provisions

5.1 General Information

- (a) All terms, conditions, requirements, and procedures included in this RFP must be met for an Application to be determined responsive. If an Applicant fails to meet any material terms, conditions, requirements or procedures, its response may be deemed unresponsive and disqualified.
- (b) All responses, data, materials, proposals, documentation and information submitted in response to this RFP shall become the Mass Tech Collaborative's property and are subject to public disclosure under the Massachusetts Public Records Law provisions in M.G.L. c. 4, §7(26) and the provisions regarding public inspection and access to such records in M.G. L. c. 66, §10. Applicants are required to sign the Authorized Applicants' Signature and Acceptance Form, set forth in Attachment E hereto. In this regard, applicants are required to agree that the Mass Tech Collaborative shall have the unlimited right to make use of and disseminate all periodic reports, case studies and any other deliverables and work products. Any statements reserving any confidentiality or privacy rights in submitted responses or otherwise inconsistent with these statutes will be void and disregarded. The foregoing notwithstanding, the Mass Tech Collaborative has developed a set of procedures to deal with all documents submitted to it in response to this RFP, and those procedures are set forth in Attachment A hereto. By executing the Authorized Applicant's Signature and Acceptance Form, appended hereto in Attachment E, Applicant acknowledges, understands and agrees to be bound by the procedures set forth in Attachment A, and agrees that the Mass Tech Collaborative shall not be liable under any circumstances for the subsequent disclosure of any materials submitted to it by Applicant pursuant to this RFP and/or in connection with any contract entered into between Applicant and the Mass Tech Collaborative as a result of this RFP process.
- (c) Further, any selected Applicant must recognize that in the performance of the Project Grant Agreement it may become a holder of personal data (as defined in M.G.L. c. 66A) or other information deemed confidential by the Commonwealth. Applicant shall comply with the laws and regulations relating to confidentiality and privacy, including any rules or regulations of the Mass Tech Collaborative. Any questions concerning issues of confidentiality, the submission of materials to the Mass Tech Collaborative, application of the procedures set forth in Attachment A or any other questions related to these matters, please contact Michael Baldino, Esq., at the Mass Tech Collaborative.
- (d) It is the policy of the Mass Tech Collaborative that contracts are awarded only to responsive and responsible Applicants. In order to qualify as responsive, the Applicant must respond to all requirements of the RFP in a complete and thorough manner. In order to qualify as responsible, the Respondent must demonstrate: (1) the availability of adequate resources and staffing to efficiently and expeditiously implement the project plan; (2) the necessary experience, organization, qualifications, skills and facilities to implement the project plan; (3) a satisfactory record of performance in the types of activities set forth in the project plan; (4) the ability and willingness to comply with the requirements of federal and state law relative to equal employment opportunity. **ANY APPLICATION DETERMINED TO BE NON-RESPONSIVE TO THIS RFP, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF APPLICATIONS, WILL BE DISQUALIFIED WITHOUT EVALUATION UNLESS THE MASS TECH COLLABORATIVE COMMITTEE DETERMINES THAT THE NONCOMPLIANCE IS INSUBSTANTIAL OR IS WAIVED BY THE MASS TECH COLLABORATIVE BASED ON ITS DETERMINATION THAT THE NONCOMPLIANCE INVOLVES MINOR IRREGULARITIES.**
- (e) Unless otherwise specified in this RFP, all communications, responses, and documentation must be in English, and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFP. Applicants should note that the procedures for handling information deemed sensitive by Applicant and submitted to the Mass Tech Collaborative set forth in Attachment A apply only to hard copy documents, and are not applicable to information submitted by, among other methods, electronic mail, facsimile or verbally.

- (f) On matters related to this RFP that arise prior to an award decision by the Mass Tech Collaborative, Applicants shall limit communications with the Mass Tech Collaborative to the Procurement Team Leader and such other individuals as the Mass Tech Collaborative may designate from time to time. No other Mass Tech Collaborative employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFP. Applicants may contact the Procurement Team Leader for this RFP in the event this RFP is incomplete. The foregoing notwithstanding, Applicants who have questions concerning issues of confidentiality, the submission of materials to the Mass Tech Collaborative, application of the procedures set forth in Attachment A or any other questions related to these matters, may contact Michael Baldino, Esq., at the Mass Tech Collaborative.
- (g) The Procurement Team Leader may provide reasonable accommodations, including the provision of material in an alternative format, for qualified Applicants with disabilities or other hardships. Applicants requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Procurement Team Leader. The Procurement Team Leader reserves the right to grant or reject any request for accommodations.
- (h) Costs that are not specifically identified in the Applicant's response and/or not specifically accepted by the Mass Tech Collaborative as part of the Project Grant Agreement will not be compensated under any contract awarded pursuant to this RFP. The Mass Tech Collaborative shall not be responsible for any costs or expenses incurred by Respondents in responding to this RFP.
- (i) The Applicant may not alter the RFP or its components except for those portions intended to collect the Applicant's response. Modifications to the body of this RFP, specifications, terms and conditions, or which change the intent of this RFP are prohibited. Any modifications other than where the Applicant is prompted for a response will disqualify the response. The foregoing notwithstanding, proposed exceptions and/or counterproposals to the Project Grant Agreement are permitted to be submitted with an Application.
- (j) Applicant's submitted Application shall be treated by the Mass Tech Collaborative as an accurate statement of Applicant's capabilities and experience. Should any statement asserted by Applicant prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for rejection of the Application and/or of any resulting contract. The RFP evaluation committee will rule on any such matters and will determine appropriate action.

5.2 Posting of Changes/Amendments to RFP

This RFP has been distributed electronically using the Mass Tech Collaborative's and the Comm-PASS websites. If the Mass Tech Collaborative determines that it is necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its provisions, a supplement or addenda will be posted to the Mass Tech Collaborative's and the Comm-PASS websites. It is the responsibility of each Applicant to check the Mass Tech Collaborative's and/or the Comm-PASS websites for any addenda or modifications to a RFP to which they intend to respond. The Mass Tech Collaborative, the Commonwealth of Massachusetts, and its subdivisions accept no liability and will provide no accommodation to Applicants who submit a response based on an out-of-date RFP document.

ATTACHMENT A

THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE POLICY AND PROCEDURES REGARDING SUBMISSION OF "SENSITIVE INFORMATION"

The Massachusetts Technology Collaborative, the Massachusetts Broadband Institute, the Massachusetts e-Health Institute, the Innovation Institute (collectively referred to herein as "the Mass Tech Collaborative") is subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the "Public Records Act"), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, "public records" include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by the Mass Tech Collaborative. As a result, any information submitted to the Mass Tech Collaborative by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the "Submitting Party") is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, "public records" do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including the Mass Tech Collaborative's enabling act, M.G.L. Chapter 40J. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by the Mass Tech Collaborative that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the "Trade Secrets Exemption").

IT IS THE MASS TECH COLLABORATIVE'S EXPECTATION AND BELIEF THAT THE OVERWHELMING PERCENTAGE OF DOCUMENTS IT RECEIVES FROM A SUBMITTING PARTY DOES NOT CONTAIN ANY INFORMATION THAT WOULD WARRANT AN ASSERTION BY THE MASS TECH COLLABORATIVE OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO THE MASS TECH COLLABORATIVE, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO THE MASS TECH COLLABORATIVE ARE SUBJECT TO PUBLIC DISCLOSURE WITHOUT ANY PRIOR NOTICE TO THE SUBMITTING PARTY AND WITHOUT RESORT TO ANY FORMAL PUBLIC RECORDS REQUEST.

In the event that a Submitting Party wishes to submit certain documents to the Mass Tech Collaborative and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

1. At the time of the Submitting Party's initial submission of documents to the Mass Tech Collaborative, the Submitting Party must provide a cover letter, addressed to the Mass Tech Collaborative's General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents' disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party's responsibility and obligation to provide detailed explanations for each such document.
2. At the time of the Submitting Party's initial submission of documents to the Mass Tech Collaborative, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as "Sensitive Information." It is the Submitting Party's responsibility and obligation to ensure that all such documents are sufficiently identified as "Sensitive Information" and Submitting Party's designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.

INFORMATION SUBMITTED TO THE MASS TECH COLLABORATIVE IN ANY FORM OTHER THAN A HARD COPY DOCUMENT WILL NOT BE SUBJECT TO THE PROCEDURES SET FORTH IN THIS POLICY. FOR EXAMPLE, INFORMATION SUBMITTED BY E-MAIL, FACSIMILE AND/OR VERBALLY WILL NOT BE SUBJECT TO THESE PROCEDURES AND MAY BE DISCLOSED AT ANY TIME WITHOUT NOTICE TO THE SUBMITTING PARTY.

3. Documents that are not accompanied by the written notification to the Mass Tech Collaborative's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to the Mass Tech Collaborative are presumptively subject to disclosure under the Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.
4. At the time the Mass Tech Collaborative receives documents from the Submitting Party, any such documents designated by Submitting Party as "Sensitive Information" shall be segregated and stored in a secure filing area when not being utilized by the appropriate Mass Tech Collaborative staff. By submitting a grant application, request for response, or any other act that involves the submission of information to the Mass Tech Collaborative, the Submitting Party certifies, acknowledges and agrees that (a) the Mass Tech Collaborative's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by the Mass Tech Collaborative that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act, and (b) the Mass Tech Collaborative is not liable under any circumstances for the subsequent disclosure of any information submitted to the Mass Tech Collaborative by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or the Mass Tech Collaborative was negligent in disclosing such documents.
5. In the event that the Mass Tech Collaborative receives an inquiry or request for information submitted by a Submitting Party, the Mass Tech Collaborative shall produce all responsive information without notice to the Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as "Sensitive Information" in strict accordance with this Policy, the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as "Sensitive Information", and, if not already submitted, that a formal, written public records request must be submitted by the requesting party to the Mass Tech Collaborative's General Counsel for a determination of whether the subject documents are exempt from disclosure.
6. Upon the General Counsel's receipt of a formal, written public records request for information that encompass documents previously designated by the Submitting Party as "Sensitive Information", the Submitting Party shall be notified in writing of the Mass Tech Collaborative's receipt of the public records request, and the Mass Tech Collaborative may, but shall not be required to provide the Submitting Party an opportunity to present the Mass Tech Collaborative with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.
7. The General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.

THE GENERAL COUNSEL IS THE SOLE AUTHORITY WITHIN THE MASS TECH COLLABORATIVE FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF THE MASS TECH COLLABORATIVE OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "SENSITIVE INFORMATION" OR TO BIND THE MASS TECH COLLABORATIVE IN ANY MANNER CONCERNING THE MASS TECH COLLABORATIVE'S TREATMENT AND DISCLOSURE OF SUCH DOCUMENTS.

FURTHERMORE, THE POTENTIAL APPLICABILITY OF AN EXEMPTION TO THE DISCLOSURE OF DOCUMENTS DESIGNATED BY THE SUBMITTING PARTY AS "SENSITIVE INFORMATION" SHALL NOT REQUIRE THE MASS TECH COLLABORATIVE TO ASSERT SUCH AN EXEMPTION. THE MASS TECH COLLABORATIVE'S GENERAL

COUNSEL RETAINS THE SOLE DISCRETION AND AUTHORITY TO ASSERT AN EXEMPTION, AND THEY MAY DECLINE TO EXERT SUCH AN EXEMPTION IF, WITHIN THEIR DISCRETION, THE PUBLIC INTEREST IS SERVED BY THE DISCLOSURE OF ANY DOCUMENTS SUBMITTED BY THE SUBMITTING PARTY.

8. The Mass Tech Collaborative shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
9. In the event that the Mass Tech Collaborative determines that the subject documents are exempt from disclosure, the requesting party may seek review of the Mass Tech Collaborative's determination before the Supervisor of Public Records, and the Mass Tech Collaborative shall notify the Submitting Party in writing in the event that the requesting party pursues a review of the Mass Tech Collaborative's determination.
10. In the event the requesting party pursues a review of the Mass Tech Collaborative's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders the Mass Tech Collaborative to disclose such documents to the requester, the Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.
11. In the event that the Mass Tech Collaborative determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, the Mass Tech Collaborative shall not assert an exemption, the Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and the Submitting Party may pursue injunctive relief or any other course of action in its discretion.

THE SUBMITTING PARTY'S SUBMISSION OF DOCUMENTATION TO THE MASS TECH COLLABORATIVE SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED TO THE MASS TECH COLLABORATIVE BY SUBMITTING PARTY AT ANY TIME, INCLUDING BUT NOT LIMITED TO THE ACKNOWLEDGEMENTS SET FORTH HEREIN, AND THAT SUBMITTING PARTY SHALL BE BOUND BY THESE PROCEDURES.

All documents submitted by Submitting Party, whether designated as "Sensitive Information" or not, are not returnable to Submitting Party.

ATTACHMENT B

COLLABORATIVE RESEARCH MATCHING GRANT CONCEPT PAPER GUIDELINES AND OUTLINE

This guide is to be used as a starting point for the development of a concept paper. The purpose of a concept paper is to determine the intersection and alignment of the proposed project with the goals of the Matching Grant Program. The concept paper will allow the Innovation Institute to perform due diligence in determining the appropriateness of a full proposal submission. Concept papers should be clear and concise, not more than 10 pages and free of policy of business jargon.

Outline:

Introduction: Provide a brief description of the project for which you are seeking funding. Demonstrate that you understand the mission of the Matching Grant Program and explain how the proposed project fits in with its objectives. Describe all collaborative partners, the benefit of such partnerships and their role in the project. Be sure to define the unmet need and answer the question: Why does this project matter?

Project Description: Concisely describe what the applicant proposes to do, the approach and potential impacts. Identify the “unmet need” and explain how the proposed project is the best possible solution to meeting this need. Be sure to address the timeliness of the work being proposed and explain how the experience of the applicant and its partners makes them the best suited for performing this work. Explain the cluster development aspects of the approach being proposed and show why this approach is the best solution (make a compelling case for funding). In the case of “Level 2” projects explain how the proposed research project will create or grow the target cluster or industry.

Goals and Objectives: Outline the goals and objectives of the project being described. Goals will represent a simple and clear statement of the vision, specifying the accomplishments to be achieved if the vision is to become real. Objectives will represent a statement of measurable outcomes that relate to the program goals and will include clear statements of the specific activities required to achieve the outcomes necessary for reaching the objective.

Benefits/Anticipated Cluster Outcomes

This section will speak to the expected outcomes of the project and how the outcomes benefit the targeted cluster.

Methodology & Timelines

How will the project be carried out? Make sure you have connected goals and objectives to your methodology/timeline.

Support Needed & Costs

State the total dollar amount for the project, provide a high-level budget for the capital funds being requested and provide information about how funds will bring benefit to the overall project. Be sure to provide an overview of the required match including how those funds will be used and the current state of securing the required matching funds. Also describe any significant facilities and equipment already in place to complement the project. Also include information on key personnel and their previous relevant experience.

Contact Information

Provide full contact information for the individual responsible for the proposed project and the applicant.

ATTACHMENT C

PROJECT PLAN NARRATIVE AND BUDGET GUIDELINES

Project Objectives

Describe the expected outcomes of the Collaborative Research Project in terms of the innovation, economic development and job growth that will be developed through this Collaborative Research Project. (2-3 pages)

- What is the unmet need in the marketplace that represents an opportunity for new products, processes, and/or services?
 - What is the significance and/or size of this market opportunity?
 - What are the key external factors that are creating and driving this opportunity?
 - How is the market for the innovation to be developed under this project expected to change/grow over time?

- What is the current state of the art/status of products, processes, and/or services that address this unmet need in the marketplace?
 - What are the known functional/performance/cost requirements that must be addressed by new products, processes, and/or services to be competitive in this market?
 - What are the known technical barriers to achieving those functional/performance/cost requirements?

The Concept

Describe the concept for the product, process, and/or service that will be developed through this Collaborative Research Project. (5-8 pages)

- Using schematics, block diagrams, flow charts, sketches, etc. as appropriate, describe the product, process, and/or service.
- How and to what extent does this concept represent an improvement to the current state of the particular products, processes and/or services?
- What are the primary technical barriers that need to be addressed in order to develop the concept?

The Collaborative Research Project

Present the technical plan for the Collaborative Research Project in sufficient detail to enable reviewers of the proposal to understand “what, how, where, when, why, and by whom” the R&D will be carried out. In particular, the technical plan must distinguish the role of each partner and how the R&D efforts will be coordinated/integrated. (5-10 pages)

- What are the technical objectives of the Collaborative Research Project?
 - What are the overall technical objectives of the Collaborative Research Project?
 - What are the technical objectives of the R&D that will be conducted by the primary applicant?

- What is the work plan for the project?
 - Describe all major tasks and subtasks.
 - Explain the technical rationale for each task.
 - Identify major risks and innovation inherent in specific tasks and strategies for managing risk.
 - Identify any linkages/dependencies between tasks conducted by the applicant and those conducted by the applicant's partners.

- How will the project be managed?
 - What are the key milestones and success metrics for the Collaborative Research Project?
 - What are the performance measures and indicators that will be used to evaluate the performance of the grant recipient in carrying out the Collaborative Research Project?
 - Describe how the activities conducted by the partners will be coordinated.
 - Provide a Gantt chart for the project that illustrates the timing of major tasks and key subtasks.

The Team

Describe the partners, the key members of the technical, management, and business teams of the partners, and the role each is expected to play in the Collaborative Research Project. (3-5 pages plus resumes).

- Identify the key management and technical personnel who will be involved in the Collaborative Research Project. (Provide resumes in an appendix).
- Provide an organization chart that clearly delineates the roles and responsibilities of each partner during the Collaborative Research Project.
- Identify and describe the role of any consultants, partners or major subcontractors.
- Summarize each partner's relevant experience and expected contributions to the project (including intellectual property) that will contribute to the overall project success.
- Describe each partner's major facilities, equipment and other resources that will contribute to the execution of the project.

The Commercialization Plan and Pathway to Economic Benefits for Massachusetts

Describe the plan, resources and timeline to implement the innovation being developed through the Collaborative Research Project, with particular emphasis on the distinct roles and resources that will be deployed through the partners. (5-10 pages)

- Describe the strategic vision for the partnership and projected revenue to be derived by the partners from the innovation being developed through the Collaborative Research Project over the next five years.
- Identify any key products, processes, and or services that will be commercialized, their target markets, target customers, and primary competitors.
 - Describe the value proposition that these key products, processes, or services will provide in each target market.
 - Describe the business model/strategy that will be deployed to bring the product(s), process(es), or service(s) to market.
 - Identify strategic alliances or early adopters that will accelerate/facilitate commercialization.
- Describe the roles and responsibilities of the partners in manufacturing, sales, and commercialization of products, processes or services derived from the innovation being developed through the Collaborative Research Project.
- Describe how the partners will manage relevant intellectual property.
 - Identify any relevant existing intellectual property of the partners that is expected to be incorporated into products, processes or services resulting from the Collaborative Research Project.
 - To the extent practical, characterize the nature of intellectual property that will be developed during the Collaborative Research Project.
 - Describe the ownership of and rights to intellectual property developed during the Collaborative Research Project and/or necessary to commercialize the products, processes or services described above.

- Identify where any manufacturing will take place and any other pathways to producing economic benefit in Massachusetts.
- Post development, how many R&D, manufacturing, and other jobs will be created in Massachusetts over the next five years as a result of this project?
 - What are the assumptions underlying this projection?

Budget

Provide a budget for the Collaborative Research Project using the provided form. The proposed budget should be consistent with the foundational principles of the Matching Grant Program. Applicants must submit the budget for their overall Collaborative Research Project, including the portions of the project not funded by the Mass Tech Collaborative. The total grant budget must show the funding requested and the match on a 3:1 basis. The grant budget must also provide a summary of projected grant expenditures by fiscal year in the applicable tab of the Capital Project Budget Form. In the total budget, applicants should specify which portions of the expenditures associated with the capital projects are proposed to be funded by the Mass Tech Collaborative. Any capital expenditure to be funded by the Mass Tech Collaborative under this Program must be one that will be accounted for by the recipient on in its financial records as a capital expenditure under Generally Accepted Accounting Principles (“GAAP”). Allowable grant expenses include Capital expenditures for the acquisition of land and existing facilities, construction of new buildings, renovation of existing buildings, and purchase of equipment and technology research platforms. Such capital expenditures may also include salaries of staff directly engaged in planning and managing capital projects to the extent such expenditures are capitalizable under GAAP. Salaries of individuals engaged in operations, as well as other operating costs, are not capital expenditures. Budgets must include sufficient detail of the proposed costs and of the status of the funding that will be used to meet matching requirements. This detail can be provided in the Supporting Detail tab of the Capital Project Budget Form or in narrative form. The Capital Project Budget Form is available as a separate MS Excel® workbook on the Mass Tech Collaborative’s website (www.masstech.org).

ATTACHMENT D

BUDGET TEMPLATE

**(AVAILABLE FOR DOWNLOAD ON THE MASS TECH COLLABORATIVE'S WEBSITE AT
WWW.MASSTECH.ORG)**

ATTACHMENT E

**MASSACHUSETTS TECHNOLOGY COLLABORATIVE
CONCEPT PAPER
AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM**

The undersigned is a duly authorized representative of the Applicant listed below. The Applicant has read and understands the RFP requirements. The Applicant acknowledges that all of the terms and conditions of the RFP are mandatory, and that Applicant's response is compliant with such requirements. The Applicant specifically acknowledges the application of the procedures regarding disclosure of sensitive information as set forth in Attachment A of the RFP, and specifically agrees that it shall be bound by those procedures.

The Applicant understands that, if selected by the Mass Tech Collaborative, the Applicant and the Mass Tech Collaborative will execute written agreements specifying the mutual requirements of participation.

I further certify that the statements made in this Response to the RFP, including all attachments and exhibits, are true and correct to the best of my knowledge.

Applicant: _____
(Printed Name of Applicant)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

**MASSACHUSETTS TECHNOLOGY COLLABORATIVE
FULL PROPOSAL/APPLICATION
AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM**

The undersigned is a duly authorized representative of the Applicant listed below. The Applicant has read and understands the RFP requirements. The Applicant acknowledges that all of the terms and conditions of the RFP are mandatory, and that Applicant's response is compliant with such requirements. The Applicant specifically acknowledges the application of the procedures regarding disclosure of sensitive information as set forth in Attachment A of the RFP, and specifically agrees that it shall be bound by those procedures.

The Applicant understands that, if selected by the Mass Tech Collaborative, the Applicant and the Mass Tech Collaborative will execute written agreements specifying the mutual requirements of participation. Respondent agrees that the entire Application will remain valid for sixty (60) days from receipt by the Mass Tech Collaborative.

I certify that:

- The Applicant is in compliance with all corporate filing requirements;
- The Applicant is current in all of its obligations to federal, state and local taxing authorities;
- The Applicant is in compliance with all of its obligations under all bank lending and other credit (e.g. equipment leases) arrangements and has been in compliance with these requirements during the past 12 months;
- Neither the Applicant or any officer or Principal of the Applicant has been convicted in any criminal proceeding (other than minor traffic or non-felony offenses) during the past five years or is currently the subject of any similar criminal proceeding;
- The Applicant's financial statements are audited and that the Applicant has not received a "going concern" opinion from the audit firm during the past three years.

Please submit a written explanation if the Applicant is unable to certify to any of these statements.

The undersigned has either (*please check one*):

specified exceptions and counterproposals to the terms and conditions of the Project Grant Agreement; or

agrees to the terms and conditions set forth therein

The undersigned acknowledges and agrees that the failure to submit exceptions and counterproposals with this Application shall be deemed a waiver, and the Project Grant Agreement shall **not** be subject to further negotiation.

I further certify that the statements made in this Response to the RFP, including all attachments and exhibits, are true and correct to the best of my knowledge.

Applicant: _____
(Printed Name of Applicant)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

APPLICATION COVER SHEET

Application Cover Sheet

Name of Applicant Organization		Funding Amount Sought (\$)	
		Leveraged Funding (\$)	
Mailing Address	City/Town/Zip Code	Region	Start Date:
			End Date:
Telephone	Fax	Applicant Web Address	
Applicant legal status and state of jurisdiction <i>(e.g., a Massachusetts corporation, a Delaware Limited Liability Company, a Connecticut limited partnership, etc).</i>		Applicant Taxpayer ID#	
Name of Primary Contact (Individual)			
Primary Contact Title		Contact e-mail address	Direct Telephone #
Primary Opportunity or Unmet Need to be Addressed by Project			
Brief Description of Project			
Summary Outcomes/Economic Benefits to be achieved as a result of this project			
List Of Partner Organizations Involved		Leveraged funding provided by each, if appropriate	

ATTACHMENT F
STANDARD FORM OF PROJECT GRANT AGREEMENT

MASSACHUSETTS TECHNOLOGY COLLABORATIVE

General Terms and Conditions

The following General Terms and Conditions are issued by the Massachusetts Technology Park Corporation, an independent public instrumentality of the Commonwealth of Massachusetts doing business as the Massachusetts Technology Collaborative (the "Mass Tech Collaborative"). ***Any changes or electronic alterations to the official version of this form shall be void.*** Participants shall be bound by these General Terms and Conditions upon execution and submission to the Mass Tech Collaborative. These General Terms and Conditions will be incorporated by reference into any Task Order for any financial assistance award executed by the Participant and the Mass Tech Collaborative.

1. Definitions

"Agreement" means these General Terms and Conditions and all Task Orders entered into hereunder and all other referenced attachments hereto and thereto, as the same may be amended from time to time in accordance with the terms of these General Terms and Conditions.

"Commonwealth" means the Commonwealth of Massachusetts (and its political subdivisions or agents where the context so requires).

"Deliverable" means any tangible product to be delivered as an element of performance under a Task Order.

"Grant" means the funding awarded by the Mass Tech Collaborative's Board of Directors as set forth in the applicable Task Order.

"General Counsel" means the Mass Tech Collaborative's General Counsel, or, in the event that no Person holds such title at the time in question, such other legal counsel to the Mass Tech Collaborative as the Mass Tech Collaborative's Chief Executive Officer may designate.

"Governmental Authority" means any national or federal government, any state or other political subdivision thereof, and any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Innovation Institute" means the John Adams Innovation Institute created by the Economic Stimulus Bill, signed by the Governor of the Commonwealth in January 2004.

"MBI" means the Massachusetts Broadband Institute, a non-divisible component of the Mass Tech Collaborative, created by the Broadband Act enacted in August 2008.

"MeHI" means the Massachusetts e-Health Institute, a non-divisible component of the Mass Tech Collaborative, created by Chapter 305 of the Acts of 2008 enacted in August 2008.

"Mass Tech Collaborative" means the Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative and any of its subsidiaries, subdivisions or affiliates, and the successors or assigns thereof.

"Participant" means any Person who has sought funding or other financial support from, or has submitted one or more proposals for projects to, the Mass Tech Collaborative and has been awarded such financial support or funding under any of the Mass Tech Collaborative's programs or initiatives as in effect from time to time.

"Project" means services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Mass Tech Collaborative, programs provided or other commitments authorized under a Task Order.

"Project Administrator" means the individual, set forth in the applicable Task Order, employed by the Mass Tech Collaborative who shall have secondary responsibility for managing the Project for the Mass Tech Collaborative.

“Project Manager” means the individual, set forth in the applicable Task Order, employed by the Mass Tech Collaborative and by Participant, respectively who shall have primary responsibility for managing the Project.

“Project Budget” means the costs associated with the tasks set forth in the Project Plan which shall be reimbursed by the Mass Tech Collaborative pursuant to the terms and conditions of this Agreement and the applicable Task Order.

“Project Plan” means the set of tasks required to complete the Project as set forth in the applicable Task Order.

“Public Records Act” means the Massachusetts Public Records Act, M.G.L. Chapter 66, and any successor thereto.

“Task Order” means the documentation that sets forth the Grant awarded, the specifics of the Project for which the Grant was awarded and all terms and conditions for the application and use of such Grant funds, including the Project Plan and Budget.

2. **Term and Termination**

- a) The effective start date of performance under a Task Order shall be the date such Task Order has been executed by an authorized signatory of the Participant and the Mass Tech Collaborative.
- b) This Agreement may be terminated by either the Mass Tech Collaborative or Participant at any time for a material breach of any term of the Agreement. In the event of such termination, compensation shall be paid to the Participant 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 the applicable Task Order prior to the effective date of the termination.
- c) The Mass Tech Collaborative 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 the Mass Tech Collaborative action inconsistent with performing its obligations under this Agreement.

3. **Payments and Compensation**

The Participant shall only be compensated for performance delivered and accepted by the Mass Tech Collaborative in accordance with the specific terms and conditions of the applicable Task Order. Acceptance by the Participant of any payment or partial payment, without any written objection by the Participant, shall in each instance operate as a release and discharge of the Mass Tech Collaborative from all claims, liabilities or other obligations relating to the performance of a Task Order.

4. **Insurance**

Specific requirements for insurance shall be set forth in the applicable Task Order.

5. **Access and Use**

Participant agrees to license or otherwise make available to the Mass Tech Collaborative in perpetuity, without charge, all materials prepared and produced for the Project, including, without limitation, all plans, specifications and analyses developed in connection with the Project for the Mass Tech Collaborative's use and dissemination.

6. **Publicity**

- a) The Participant shall coordinate with the Mass Tech Collaborative on any press releases, events, signs and to plan for any news conference concerning the Project. In any media produced by Participant, Participant will not represent that positions taken or advanced by it represent the opinion or position of the Mass Tech Collaborative.
- b) The Participant agrees that the Mass Tech Collaborative shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced in the

course of the Project, and to use the information therein contained to produce summaries, case studies or similar information resources.

7. Assignment and Subcontracting

- a) The Participant shall not assign or in any way transfer any interest in this the Agreement without the prior written consent of the Mass Tech Collaborative, including subcontracting any services except as otherwise included in the Participant's Project Plan and Project Budget.
- b) The Participant will procure services from subcontractors using commercially responsible procurement mechanisms, and to the greatest extent practicable, using competitive procurement procedures. Furthermore, the Participant is required to notify the Mass Tech Collaborative in the event that it intends to or has entered into an agreement for goods or services with a related entity. For purposes of this agreement, a related entity is an entity that can control or significantly influence the management or operating policies of another entity to the extent one of the entities may be prevented from pursuing its own interests. To the extent such services are properly identified in the Project Budget and specifically approved in writing by the Mass Tech Collaborative, Participant may use the Grant to pay for such goods or services.

8. Nondiscrimination

The Participant agrees to comply with all applicable Federal and State statutes, rules and regulations 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, or for exercising any rights afforded by law.

9. Indemnification

- a) To the fullest extent permitted by law, Participant shall indemnify and hold harmless the Commonwealth, the Mass Tech Collaborative, and each of their respective agents, officers, directors and employees (together with the Commonwealth and the Mass Tech Collaborative, 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 Participant under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Participant. Without limiting the foregoing, Participant shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed because of the failure to comply with the provisions of applicable law by Participant or any of its agents, officers, directors, employees or subcontractors. The foregoing notwithstanding, Participant shall not be liable for (i) any Damages sustained, incurred or suffered by or imposed upon any Covered Person resulting from any negligent acts or omissions or reckless misconduct of the Mass Tech Collaborative, and (ii) except for liability for death or personal injury caused by the negligence or willful misconduct of the Participant or for claims of infringement of a third party's intellectual property by Participant, the aggregate liability of Participant under this Agreement shall not exceed the greater of the amount of the Grant or the amount recovered under any applicable insurance coverage.
- 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 Participant's performance of the Project under this Agreement.
- c) Furthermore, as a condition of receipt of any award, Participant does hereby release, remise, discharge, indemnify and hold harmless the Mass Tech Collaborative (defined for purposes of this Section 9 to include the Mass Tech Collaborative and/or any of its parents, subsidiaries or affiliates, predecessors, successors or assigns, and its respective current and/or former partners, directors, shareholders/stockholders, officers, employees, attorneys and/or agents, all both individually and in their official capacities), from any and all actions or causes of action, suits, claims, complaints, liabilities, torts, debts, damages, controversies, judgments, rights and

demands, whether existing or contingent, known or unknown, suspected or unsuspected, as of the date of this Agreement.

10. Public Records

As a public entity, the Mass Tech Collaborative is subject to the Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66) and thus documents and other materials made or received by the Mass Tech Collaborative and/or its employees are subject to public disclosure. All information received by the Mass Tech Collaborative shall be deemed to be subject to public disclosure, except as otherwise provided in the procedures set forth in Attachment A hereto. By signing this Agreement, Participant acknowledges, understands and agrees that the procedures set forth in Attachment A are applicable to any documents submitted by Participant to the Mass Tech Collaborative, including but not limited to any acknowledgements set forth therein, and that Participant shall be bound by these procedures.

11. Audit

the Mass Tech Collaborative will have the right to audit Participant's or its other agents' records to confirm the use of the Grant proceeds at any time from the Effective Date of the applicable Task Order through the end of the Retention Period, as defined herein. If such audit reveals that any portion of the Grant was utilized for purposes not permitted under the applicable Task Order, then Participant shall refund to the Mass Tech Collaborative the amount determined by such audit within thirty (30) days of Participant's receipt of such audit and demand. Participant shall maintain books, records, and other compilations of data pertaining to the Grant payments made under an applicable Task Order to the extent and in such detail as shall properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under an applicable Task Order (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. The Mass Tech Collaborative 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 the Participant which pertain to the provisions and requirements of this Grant. Such access may include on-site audits, review and copying of records.

12. Conflict of Interest

Participant acknowledges that all the Mass Tech Collaborative employees are subject to the Massachusetts Conflict of Interest statute, located at Massachusetts General Laws Chapter 268A.

13. Lobbying

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

14. Choice of Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws principles. The Participant agrees to bring any Federal or State legal proceedings arising under this Grant in which the Commonwealth or the Mass Tech Collaborative is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This Section shall not be construed to limit any other legal rights of the parties.

15. Force Majeure

Neither party shall be liable to the other, or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or

unusually severe weather. Dates or times of performance including the Term of this Agreement may be extended to account for delays excused by this Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

16. Waivers

Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

17. Notice

All communications to the Mass Tech Collaborative regarding legal issues shall be mailed or delivered to the following address, or sent by facsimile to the following number.

Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581
508/870-0312 (phone)
508/898-2275 (fax)
Attn: Michael Baldino, Associate General Counsel

All communications to Participant shall be mailed or delivered to the address, or sent by facsimile to the number set forth herein.

Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Mass Tech Collaborative.

18. Amendments, Entire Agreement and Attachments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Participant and the Mass Tech Collaborative unless otherwise specified in this Agreement. The parties understand and agree that this Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein. The following are attached and incorporated into this Agreement:

- i. Attachment A – the Mass Tech Collaborative's Sensitive Information Policy & Procedures
- ii. Attachment B – Form of Task Order; and all Task Orders entered into in accordance with the terms of this Agreement and attached hereto

PARTICIPANT'S AUTHORIZED SIGNATORY: _____
(signature)

Print Name: _____

Title: _____

Date: _____

(Check One): Organization Individual

Full Legal Organization or Individual Name: _____

Doing Business As Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

E-Mail Address: _____ URL: _____

Attachment A

**THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE
POLICY AND PROCEDURES REGARDING SUBMISSION OF “SENSITIVE INFORMATION”**

The Massachusetts Technology Collaborative and its divisions, the Massachusetts Broadband Institute, the Massachusetts e-Health Institute and John Adams Innovation Institute (collectively referred to herein as the “Mass Tech Collaborative”) are subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the “Public Records Act”), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, “public records” include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by the Mass Tech Collaborative. As a result, any information submitted to the Mass Tech Collaborative by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the “Submitting Party”) is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, “public records” do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including the Mass Tech Collaborative’s enabling act, M.G.L. Chapter 40J. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by the Mass Tech Collaborative that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the “Trade Secrets Exemption”).

It is the Mass Tech Collaborative’s expectation and belief that the overwhelming percentage of documents it receives from a Submitting Party does not contain any information that would warrant an assertion by the Mass Tech Collaborative of an exemption from the Public Records Act. Submitting Parties should therefore take care in determining which documents they submit to the Mass Tech Collaborative, and should assume that all documents submitted to the Mass Tech Collaborative are subject to public disclosure without any prior notice to the Submitting Party and without resort to any formal public records request.

In the event that a Submitting Party wishes to submit certain documents to the Mass Tech Collaborative and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

3. At the time of the Submitting Party’s initial submission of documents to the Mass Tech Collaborative, the Submitting Party must provide a cover letter, addressed to the Mass Tech Collaborative’s General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents’ disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party’s responsibility and obligation to provide detailed explanations for each such document.
2. At the time of the Submitting Party’s initial submission of documents to the Mass Tech Collaborative, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as “Sensitive Information.” It is the Submitting Party’s responsibility and obligation to ensure that all such documents are sufficiently identified as “Sensitive Information,” and Submitting Party’s designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.

Information submitted to the Mass Tech Collaborative in any form other than a hard copy document will not be subject to the procedures set forth in this Attachment. For example,

information submitted by e-mail, facsimile and/or verbally will not be subject to these procedures and may be disclosed at any time without notice to the Submitting Party.

3. Documents that are not accompanied by the written notification to the Mass Tech Collaborative's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to the Mass Tech Collaborative are presumptively subject to disclosure under the Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.
4. At the time the Mass Tech Collaborative receives documents from the Submitting Party, any such documents designated by Submitting Party as "Sensitive Information" shall be segregated and stored in a secure filing area when not being utilized by appropriate the Mass Tech Collaborative staff. By submitting a grant application, request for response, or any other act that involves the submission of information to the Mass Tech Collaborative, the Submitting Party certifies, acknowledges and agrees that (a) the Mass Tech Collaborative's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by the Mass Tech Collaborative that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act, and (b) the Mass Tech Collaborative is not liable under any circumstances for the subsequent disclosure of any information submitted to the Mass Tech Collaborative by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or the Mass Tech Collaborative was negligent in disclosing such documents.
5. In the event that the Mass Tech Collaborative receives an inquiry or request for information submitted by a Submitting Party, the Mass Tech Collaborative shall produce all responsive information without notice to the Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as "Sensitive Information" in strict accordance with this Policy, the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as "Sensitive Information", and, if not already submitted, that a formal, written public records request must be submitted by the requesting party to the Mass Tech Collaborative's General Counsel for a determination of whether the subject documents are exempt from disclosure.
6. Upon the General Counsel's receipt of a formal, written public records request for information that encompass documents previously designated by Submitting Party as "Sensitive Information", the Submitting Party shall be notified in writing of the Mass Tech Collaborative's receipt of the public records request, and the Mass Tech Collaborative may, but shall not be required to provide Submitting Party an opportunity to present the Mass Tech Collaborative with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.
7. The General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.

The General Counsel is the sole authority within the Mass Tech Collaborative for making determinations on the applicability and/or assertion of an exemption to the Public Records Act. No employee of the Mass Tech Collaborative other than the General Counsel has any authority to address issues concerning the status of "Sensitive Information" or to bind the Mass Tech Collaborative in any manner concerning the Mass Tech Collaborative's treatment and disclosure of such documents.

Furthermore, the potential applicability of an exemption to the disclosure of documents designated by the Submitting Party as "Sensitive Information" shall not require the Mass Tech Collaborative to assert such an exemption. The Mass Tech Collaborative's General Counsel retains the sole discretion and authority to assert an exemption, and he may decline to exert such an exemption if, within his discretion, the public interest is served by the disclosure of any documents submitted by the Submitting Party.

8. the Mass Tech Collaborative shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
9. In the event that the Mass Tech Collaborative determines that the subject documents are exempt from disclosure, the requesting party may seek review of the Mass Tech Collaborative's determination before the Supervisor of Public Records, and the Mass Tech Collaborative shall notify the Submitting Party in writing in the event that the requesting party pursues a review of the Mass Tech Collaborative's determination.
10. In the event the requesting party pursues a review of the Mass Tech Collaborative's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders the Mass Tech Collaborative to disclose such documents to the requester, the Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.
11. In the event that the Mass Tech Collaborative determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, the Mass Tech Collaborative shall not assert an exemption, the Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

The Submitting Party's submission of documentation to the Mass Tech Collaborative shall require a signed certification that Submitting Party acknowledges, understands and agrees with the applicability of the foregoing procedures to any documents submitted to the Mass Tech Collaborative by Submitting Party at any time, including but not limited to the acknowledgements set forth herein, and that Submitting Party shall be bound by these procedures.

All documents submitted by Submitting Party, whether designated as "Sensitive Information" or not, are not returnable to Submitting Party.

Attachment B

FORM OF TASK ORDER

Task Order [FY]-01
Between _____
And the Massachusetts Technology Collaborative

This Task Order <Insert No.> dated <Insert Date> between Massachusetts Technology Collaborative (“the Mass Tech Collaborative”) and <Insert Name of Grantee> (“Grantee”) incorporates by reference the General Terms and Conditions (the “Agreement”) agreed to by Grantee as part of its application for funding. Capitalized terms used and not otherwise defined in this Task Order <Insert No.> shall have the meanings ascribed to such terms in the General Term and Conditions. In the event of any conflict between this Task Order <Insert No.> and the General Terms and Conditions, this Task Order <Insert No.> shall govern.

Whereas, the Mass Tech Collaborative as administrator of <Insert division name> is offering financial assistance in the form of grants to entities which have submitted a request for funding consistent with the goals of the <insert division name>;

Whereas, Grantee, a <Insert type of entity>, with a <principal place of business OR residing> at <Insert Address>, has submitted an application for funding to <Insert project description> (the “Project”); and

Whereas, the Mass Tech Collaborative <OR> the <Insert name of division board.> approved the release of funds to Grantee for the Project on <Insert Date>.

Now therefore, pursuant to the terms and conditions of the Agreement and this Task Order <Insert No.>, the Mass Tech Collaborative and Grantee agree as follows:

2. Term

The term of this Task Order <Insert No.> shall commence <Insert Date>, and shall expire on <Insert Date>.

3. **Performance of the Work**

The Grantee shall perform the work in accordance with the Project Plan in Attachment 1 (“Project Plan”) and the Project Budget in Attachment 2 (“Project Budget”). The Grantee is solely responsible for all Project decisions, the preparation of all plans and specifications, and for developing the Project in accordance with the Project Plan.

4. Project Personnel.

- a) Both the Mass Tech Collaborative and Grantee have designated the following Persons to serve as Project Manager to support effective communication between the Mass Tech Collaborative and the Grantee and to report on the Project’s progress. Each party will endeavor to maintain the continuity of its respective Project personnel.

For the Mass Tech Collaborative: _____ (_____@masstech.org) (508-870-0312 ext. _____)

For Grantee: _____ (<email address>) (<telephone no.>)

- b) Any notice hereunder shall be in writing and shall be sent either (i) by facsimile, (ii) by courier, or (iii) by first class mail, postage, prepaid, addressed to the Project Personnel listed in Section 3(a) at the addresses of such Persons as set forth in the Agreement (or to such other address as a party may provide by notice to the party pursuant to this Section 3(b)), and shall be effective (i) if dispatched by facsimile and delivery is electronically confirmed by said media, the day such electronic confirmation is received, (ii) if sent by courier, one business day after dispatch, (iii) if sent by first class mail, five business days after its date of posting.

5. Deliverables

- a) *Deliverables.* Grantee shall provide the Mass Tech Collaborative Project Manager with the

deliverables set forth in the Project Plan (the "Deliverables").

- b) *Schedule*. The parties acknowledge that the dates listed in the schedule in the Project Plan are estimates and subject to change. Any changes to the schedule must be approved by the Mass Tech Collaborative Project Manager in writing in advance (electronic mail acceptable), and shall be accepted without need for a formal amendment to this Agreement provided that such changes shall not exceed the Term of this Agreement as set forth in Section 2 hereof.

6. Other Requirements <Adjust as applicable>

- a) *Program Evaluation*. The Grantee agrees to support the Mass Tech Collaborative's program evaluation activities, and the Mass Tech Collaborative's goal to disseminate information regarding Grantee's experiences. To this end, the Grantee agrees that its key personnel and contractors working on the Project will be available at reasonable times with advance notice to be interviewed by the Mass Tech Collaborative or its authorized representatives for purposes of program evaluation or case study development.
- b) *Cost Reimbursement and Cost Sharing*. The Grantee shall be compensated on a cost-reimbursement basis for actual direct costs incurred in the performance of the Project Plan. As a condition of the Grant, Grantee shall share the costs for performance of the Project Plan in an amount that is equal to the lesser of _____ percent (___%) of the actual costs incurred or \$_____ (the "Cost Share"). The sources and amount of Grantee's Cost Share are set forth in the Project Budget.
- c) *Required Match*. As a condition of the Grant, Grantee is required to provide matching funds for the costs incurred in the performance of the Project (the "Required Match").
- i. *Match Ratio*: Grantee must match the Mass Tech Collaborative funds at a ___ : ___ ratio.
 - ii. *Acceptable Forms of Match*: The required match may include: _____, which shall be recognized in conformance with the Generally Accepted Accounting Principles in effect at the time.
 - iii. *Match Documentation*: Grantee shall document the Required Match on each invoice submitted to the Mass Tech Collaborative as set forth in Section ____ below. Payment is specifically contingent on the Mass Tech Collaborative's approval of the form and amount of the Required Match.

6. The Grant

In consideration of this Task Order _____ and the Agreement, and as full compensation for the Mass Tech Collaborative's share of the costs for the performance of all work and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, the Mass Tech Collaborative shall pay to the Grantee a maximum amount of _____ Dollars (\$ _____) for the cost elements identified in the Project Budget to be funded with the Mass Tech Collaborative funds, subject to the provisions and restrictions contained herein. In executing this Task Order, Grantee acknowledges and agrees that its receipt of the Grant does not create any rights of preferences for Grantee to receive subsequent funding from the Mass Tech Collaborative for design and/or construction or otherwise.

7. Payments and Invoices

The Grantee shall follow Generally Accepted Accounting Principles ("GAAP") as well as any applicable accounting standards related to the Grantee's receipt of other federal or state funds.
Allowable Charges.

- i. Capital Costs. The Grantee shall be reimbursed for capital costs incurred in the performance of the Project Plan and as specified on a line item of the Project Budget, as follows:
 1. Equipment, Land, Buildings: assets purchased in accordance with Project Budget.
 2. Direct Labor: services performed by Grantee's employees under the terms of this Agreement at the actual labor rate per hour for each employee or the rate set forth in the Project Budget for the employee, whichever is less;

3. Subcontractors/Consultants: services provided by Grantee's subcontractors/consultants at the actual cost paid for Project services which shall not exceed the amount set forth in the Project Budget;
 4. Direct Materials: the cost of direct materials purchased which shall not exceed the amounts set forth in the Project Budget; and
 5. Other Capital Costs: the cost of other direct materials purchased or costs incurred which shall not exceed the amounts set forth in the Project Budget;
- ii. Capitalizable Indirect Costs. The Grantee shall be reimbursed for such capitalizable indirect costs (e.g., General and Administrative Overhead) at their government-approved rate or at the Grantee's actual indirect cost rate.
- b) *Budget Adjustments*. The foregoing notwithstanding, the parties acknowledge that the costs listed in the Project Budget are estimated. Therefore, Grantee may shift funds between the line items associated with each category provided that the totals for each category as set forth in the Project Budget are not exceeded. Additionally, Grantee may, with the prior written permission of the Mass Tech Collaborative PM, shift funds between each category. Grantee may not, however, increase the hourly rates as listed in the Project Budget.
 - c) *Payment Terms*. The Mass Tech Collaborative shall pay the Grantee within forty-five (45) days after receipt of a properly documented invoice, unless the Mass Tech Collaborative should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of this Agreement or the Project Budget.
 - d) *Invoices/Payment Schedule*
 - i. Invoices shall be addressed to the Mass Tech Collaborative personnel identified in Section 3(a) above.
 - ii. Grantee may submit invoices for payment quarterly <(OR upon completion of each milestone and submission of each milestone briefing)> using the template provided by the Mass Tech Collaborative. Such invoices shall make reference to the Task Order Number set forth above. The invoice shall set forth total Project costs incurred. These shall be broken down into the Mass Tech Collaborative's funding share and, if applicable, Grantee's cost-share or other co-funding share. They shall be in a format consistent with the cost categories set forth in the Project Budget. Invoices shall provide reasonable documentation to provide evidence of capital costs incurred, including:
 - i. *Equipment, Land, Buildings*: copies of invoices for the purchase or construction of the assets
 - ii. *Direct Labor*: for each employee, the name, title, and number of hours worked or, if supported by an appropriate allocation methodology, the percentage of effort expended;
 - iii. *Subcontractors/Consultants*: copies of invoices for such subcontractors/consultants which have been reviewed and approved by Grantee prior to submission to the Mass Tech Collaborative; and
 - iv. *Other Costs*: all costs shall be itemized on the invoice and supported by documentation such as vendor invoices, receipts or other documentation as required by the Mass Tech Collaborative.

7. Insurance

Insurance Requirements for Public Agencies. In the event Grantee is a public agency (as defined in Chapter 7, Section 39A of the Massachusetts General Laws), then the Mass Tech Collaborative agrees that Grantee may self insure to the extent permitted by law as though Grantee were the insurer under all insurance required for its activities under this Task Order <Insert No.>. Grantee hereby waives all offsets and defenses that it may otherwise have with respect to the insurance required to be maintained hereunder. The grant of the right to self insure is subject to the requirements that (i) Grantee's contractors and subcontractors carry insurance of the types and levels required for their activities under this Task Order <Insert No.>; (ii) that such insurance shall name the Mass Tech Collaborative, and such other entities as the Mass Tech Collaborative may request, as additional insureds, and (iii) no settlement or payment, for any claim or loss, injury or damage or other

matter as to which the Mass Tech Collaborative may be charged with an obligation to make any payment or reimbursement, shall be made by Grantee without the written approval of the Mass Tech Collaborative.

For Non-Public Entities for non-construction related activities: Grantee shall obtain and maintain in effect through the term of this Task Order <Insert No.> appropriate insurance coverage for its activities under this Task Order <Insert No.>, including, but not limited to, comprehensive general liability insurance (bodily injury and property damage). At the Mass Tech Collaborative's request, Grantee will provide the Mass Tech Collaborative with copies of the certificates of insurance evidencing such coverage. Each policy of insurance required by this Task Order <Insert No.> shall contain a provision endorsed to the Mass Tech Collaborative that the insurance provided therein may not be canceled or materially modified (e.g., non-renewed or reduced) without thirty (30) days prior written notice to the Mass Tech Collaborative. The Mass Tech Collaborative shall be an additional insured on such policy or policies. The carrying of any of the insurance required hereunder shall not be interpreted as relieving the Grantee of any responsibility to the Mass Tech Collaborative. The Grantee shall assist and cooperate with any insurance company in the adjustment or litigation of all claims arising under this Task Order <Insert No.>.

8. Affirmation of Warranties and Certifications

Grantee hereby represents and warrants that, as of the date of this Task Order <Insert No.>, all of the representations, warranties and certifications of Grantee set forth in the General Terms and Conditions are true and correct and Grantee is in compliance with all of Grantee's obligations under the General Terms and Conditions and each other Task Order between the Mass Tech Collaborative and Grantee.

9. Amendments, Entire Agreement and Attachments

All conditions, covenants, duties and obligations contained in this Task Order <Insert No.> may be amended only through a written amendment signed by the Grantee and the Mass Tech Collaborative. Except for the General Terms and Conditions incorporated herein by reference, the parties understand and agree that this Task Order <Insert No.> supersedes all other verbal and written agreements and negotiations by the parties regarding the Project set forth herein. The following are attached and incorporated into this Task Order <Insert No.>:

- i. Attachment 1 – Project Plan, Deliverables and Schedule
- ii. Attachment 2 – Budget