

Regional Priority Grant Program

Request for Proposals

RFP No. 2015-JAII-01

Massachusetts Technology Collaborative

75 North Drive

Westborough, MA 01581-3340

<http://www.masstech.org>

 Procurement Team Leader: James Byrnes, Operations Manager

 RFP Issued: July 28, 2014

 Answers to Questions: Posted Within Seven Business Days of Receipt

 Responses Due: Rolling Submission

 Eligible Applicant Presentations: As Requested by Mass Tech Collaborative

***About the Massachusetts Technology Collaborative (Mass Tech Collaborative)***

*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. 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. 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. For additional information about Mass Tech Collaborative and its programs and initiatives, please visit our website at* [*www.MassTech.org*](http://www.masstech.org)*.*

*Mass Tech Collaborative has three primary divisions: the Innovation Institute at the Mass Tech Collaborative (Innovation Institute), the Massachusetts Broadband Institute (MBI), and the Massachusetts e-Health Institute (MeHI).*

***About the Innovation Institute at MassTech***

*The Innovation Institute was created by the Legislature in 2003 and established as a division of 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 promotes understanding and informs policy at the federal, state, and local level.*

*The Innovation Institute has the ability to allocate, expend and invest capital in a flexible manner and its 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.*

**Request for Proposals**

***The Innovation Institute***

***Regional Priority Grant Program***

1. **Introduction**

*The Innovation Institute*, a Division of Mass Tech Collaborative, is pleased to issue this Request for Proposals (RFP) for funding from the *Regional Priority Grant Program*.

The *Regional Priority Grant Program* represents a uniquely creative and comprehensive approach supporting innovation-based economic development across the Commonwealth. The design of this program aims to solicit creative ideas from local and regional leaders, and to challenge them to collaborate in improving the conditions for economic growth. Rather than supporting individual projects benefitting only project stakeholders, this program is committed to seeking out and supporting exceptional initiatives capable of benefitting a region, industry cluster, or other ecosystem, or the state as a whole.

*Regional Priority Grant Awards* are ideally suited to the organization and alignment of resources enabling multi-party, cross-sector, collaborations to compete for state, national and global market opportunities. Fundable projects should advance opportunities for the development, retention, and growth of regional employment. These awards are best suited to support novel experiments in which public funding is meaningfully leveraged against non-government funding and resources from both private and nonprofit sources.

**APPLICANTS PLEASE NOTE:**

(i) This RFP does not commit Mass Tech Collaborative to select any firm(s), pay any costs incurred in preparing an application, or award any grants. 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. 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, when it is in the best interests of Mass Tech Collaborative to do so.

(ii) This RFP supersedes any prior oral or written communications regarding the awarding of funds under the Regional Priority Grant program. Furthermore, the Chief Executive Officer of Mass Tech Collaborative is the only individual that is authorized to make binding commitments on behalf of Mass Tech Collaborative, which must be in writing.

**2. Program Framework**

The Innovation Institute Fund

Economic growth in the US innovation economy is predicated on a complex interaction of market forces that include ingenuity, leadership, capital, research, commercialization and other related factors. The opportunity for any community, region, state or nation to foster economic growth requires all of the above, plus a robust system of education, communication, transportation, investment, creativity and connectedness. The coherence of these forces, at a local or regional level or within an industry cluster, provides a comparative economic advantage by contributing to the creation of an ecosystem within which an economic and social fabric can promote innovation and prosperity.

The Innovation Institute in general, and the Regional Priority Grant program in particular, seeks to expand innovation capacity across the Commonwealth by investing in focused, collaborative economic development efforts. The Innovation Institute believes all regions and communities of the Commonwealth are capable of leveraging their growth and potential to foster an innovation economy uniquely suited to their environments and circumstances.

Overview and Objectives

The Innovation Institute Fund seeks to strengthen ecosystems for innovation across the Commonwealth. The objective of the Regional Priority Grant Program is to advance local, regional, or statewide projects that will help to enhance the conditions for innovation-based economic growth in the Commonwealth through improved strategies and purposeful activities for developing key inputs for economic growth – including but not limited to assets, institutions, and partnerships – across a particular geography, community or industry cluster. Successful projects, supported by this program, will result in competitive advantages for clusters and improved conditions overall for job growth; business expansion and new business formation; and other indicators of growth in the innovation economy (*i.e.* capital formation; increased export product and services; and increased wages).

In overseeing the Regional Priority Grant program, the Innovation Institute understands and acknowledges that the context for 21st century innovation ecosystems varies across the state and that supporting them successfully may require a wide and varying array of types of initiatives, including, but not limited to, cluster development, capacity-building for underserved regions and populations, expansion of the innovation-based economy, and other programs and investments that hold the promise of accelerating the growth of companies and increased employment opportunities.

Regardless of the particular proposed approach, the Regional Priority Grant program places a premium on creative proposals, which align business networks, formal and informal, with local and regional leadership, enable public and private institutions to work together, and bring under-utilized economic assets into focus for the expressed goal of growing and retaining jobs.

Grants from the Regional Priority Fund are usually best suited to serve as seed investments for pilots and novel experiments. The Fund can also be used to fund larger awards, ranging up to $150,000. On a limited basis and upon consultation, the Innovation Institute may consider awards above this maximum for proposals that demonstrate, justify, and validate truly exceptional approaches for addressing a compelling innovation economy need or priority.

Regional Impact

The *Regional Priority Grants Program* represents the Innovation Institute’s effort to identify early stage, small to medium scale projects with the ability to move a region, industry cluster, or other community or ecosystem forward. Applicants to the Regional Priority Grant Program are invited to define the scale and geography of the region they are impacting and should speak to those impacts as part of their proposal. The Innovation Institute does not prescribe the definition an applicant should use to describe the target area in their proposal and will look favorably upon broad based definitions of the target area (including multiple regions and/or sub regions) as well as broad based impacts from projects. Applicants who propose local initiatives must be able to defend a compelling need that merits the Innovation Institute’s intervention on behalf of the Commonwealth, and explain how their initiative connects to larger economic development goals for the state’s innovation economy.

When appropriate, an applicant may submit a proposal including partners from more than one region. In these instances, applicants will still need to describe the regional impacts of the specific project.

In instances where a proposed project is deemed duplicative with other projects, particularly with one that has already received support from the Commonwealth, the Innovation Institute will make an explicit effort to urge collaboration and integration within regions.

For reference purposes only, in defining a region, applicants may consider the regional classification of communities used by University of Massachusetts’ “Benchmarks,” a quarterly journal of the Massachusetts economy. This classification aligns with the Innovation Institute’s enabling statute and captures every municipality in each of seven regions. The regions are the Berkshires, the Cape and Islands, Central Massachusetts, Greater Boston, Northeast Massachusetts, the Pioneer Valley and Southeast Massachusetts. (See Attachment D for a complete description of the regions.)

Eligibility

Eligible applicants must be not-for-profit organizations, which include municipal governments, economic development agencies, industry associations, and educational institutions. While for-profit businesses are not eligible to be recipients of a Regional Priority Grant award, the commitment and participation of industry will be evaluated as an essential element of any proposal.

Distribution of Funds

The Innovation Institute welcomes the opportunity to make seed investments for pilots and new, and novel experiments through the Regional Priority Grant program. For larger-scale projects, individual awards can range up to $150,000. On a limited and exceptional basis, applicants may approach the Innovation Institute to discuss larger funding amounts justified by a truly unique opportunity to address a compelling need.

**3. Evaluation Guidelines**

Priorities

In considering this Request for Proposal (RFP), it is important for applicants to understand attributes that will warrant a favorable review and merit likely funding. While these are not set in stone, they do reflect the intent of the enabling legislation and are worth describing briefly:

1. *Focus on a specific emerging or existing industry cluster/sector, geography, and/or community*: Regional Priority Grant project applications should clearly explain how the proposed work addresses unmet needs and leads to and supports the promise for greater business and employment growth.

Applicants from Greater Boston, which is already dense with innovation assets, should justify clearly how their proposal addresses a compelling need that would otherwise go unmet to the detriment of the regional economic needs or the Commonwealth’s broader economic development goals and values.

1. *Understanding of and commitment to broader economic development goals:* Mass Tech Collaborative designed the Regional Priority Grant Program to help advance innovation ecosystems in regions and communities across the Commonwealth. Applicants should demonstrate due diligence relating their proposed initiative(s) to this larger objective and explaining how individual projects would positively impact this longer-term goal.
2. *Seed investments:* Regional Priority Grant funding has the potential to serve as a type of 'economic development venture capital' and support pilot efforts and new and novel experiments. This grant program does not lend itself to serving as a source of ongoing funding to sustain the existing activities of a particular organization, initiative or pilot.
3. *Strengthen conditions for job creation:* The overriding rationale motivating the Massachusetts political leadership to create the Innovation Institute was their strong belief that industry clusters, regions, and communities will grow and prosper only when economic development has a direct and positive impact on the creation or the retention of well paying, high-skilled jobs. Mass Tech Collaborative shares this belief and will be looking for projects describing how grant funding will support the conditions for creating new job opportunities.
4. *Understanding of market dynamics:* Mass Tech Collaborative will look to see how well applicants identify and articulate their surrounding economic/market realities and propose duly-based approaches to enhancing the conditions for creating competitive advantages, economic growth and opportunity for their target industry cluster, region, and/or community. MassTech will also seek to evaluate how well proposals are uniquely positioned vis-à-vis other, related efforts on the innovation landscape.
5. *Implementation vs. Analysis:* The Regional Priority Grant Program seeks to help applicants take carefully defined, highly-focused actions to advance the strategic planning and execution of projects to support regional competitiveness and the Commonwealth’s innovation economy. On a case-by-case basis, Mass Tech Collaborative may consider analysis studies, but will look closely to see how well such studies connect with and are able to inform activities that result in explicit benefits to the innovation economy. In each instance these analysis should be tied to an industry-led initiative and tied to a projects action agenda.
6. *Demonstration of collaboration and stakeholder support:* Economic development is most successful when multiple entities come together, share a vision, collaborate and work to create a greater whole. Therefore, the Innovation Institute will look for proposals showcasing support and/or collaboration from multiple organizations, across the spectrum, including a combination of public, non-profit and private for-profit organizations. To demonstrate this support, the Institute will look for indications of support from several of the following entities:
	* + Key business leaders and CEOs in local communities
		+ Local and regional economic development groups
		+ Presidents of local or statewide industry associations
		+ Presidents of local institutions in higher education
		+ Municipal and governmental officials
		+ Other individuals and organizations the applicants deem appropriate
7. *Generating Public or Private Match:* The Institute will look positively upon Proposals that identify either cash or in-kind match from their participating partners.

While match is not required, it can be a strong indicator the proposed project has regional support, can leverage additional investment and demonstrates a broad-based commitment to the effort. In addition, matching resources may create a more robust project with a higher likelihood of success.

The Institute reserves the right to require a cash match in instances where the commitment of one or more major partners can best be measured by their direct financial contribution.

1. *Unsuitable Projects:* It is equally important for applicants to understand the kinds of grant requests unlikely to be considered for funding. These would include requests for funding to support:
* The advance or expansion of a single company or entity. Regional Priority Grants must have a broad based impact, which benefits the region as a whole, rather than any one individual entity.
* The development or expansion of real estate, parks and/or bricks and mortar projects.
* Basic research. Regional Priority Grants are designed to support and enhance the implementation of unique, collaborative efforts to foster innovation economy growth. Thus, this grant program is not suitable for basic research studies.
* Capital Intensive Requests. Regional Priority grants are not designed to support requests for major capital, infrastructure or equipment needs.
* A request for funding where the Innovation Institute can readily identify other public resources which have been allocated/programmed for the types of activities envisioned by the applicant. Exceptions can be made where there is very strong evidence from the applicant regarding the barriers and impediments to utilizing other known sources of funding.

*Examples of Fundable Projects*

The Innovation Institute is encouraging creative, focused, innovative and energetic proposals. Based on the Innovation Institute’s experience in economic development, in submitting both a Concept Paper and a Full Proposal, applicants are encouraged to propose a variety of initiatives. The following suggestions describe the scope of what the Innovation Institute will consider:

* Assembly of expertise from multiple organizations across sectors, to develop and advance new opportunities for innovation-driven job creation, business formation, market growth, and/or other economic benefit for a region, industry cluster, or target community.
* Piloting new projects that complement or rely on existing efforts on the innovation landscape to introduce and test new and novel, value-add interventions; bring in, committed new partners; and/or offer real possibilities to realistically expand and enhance a locality’s or region’s economic profile, prospects, and economic development goals.
* Assembly of a region-wide effort to introduce a new technology – examples could include telecommunications, health/IT, high value manufacturing, environmental sciences, etc. – capable of helping local business growth, competitiveness, and market position;
* Activities that enable segments of the state’s innovation economy—e.g., a particular regional economy, industry cluster, or business sector-- to obtain national and/or global stature from identified market trends and opportunities, and thereby contribute to new job growth.

#### **4. Evaluation Criteria**

Applications will be reviewed against the specific criteria listed below to determine the extent to which they meet the objectives of the Regional Priority Grant Program as outlined above. Applicants should meet the following criteria and describe the extent to which:

* The Project demonstrates knowledge and understanding of the local, regional, and/or statewide innovation economy.
* The proposed Project is part of, integrated into, and/or aligned with broader, comprehensive strategies for economic development.
* The Project identifies and addresses ways to enhance prevailing economic conditions and expand economic opportunity for a targeted region, industry cluster, or community.
* The funds will be used to build innovation capacity and support the conditions for business formation, and/or job creation.
* The work outline represents a compelling concept for addressing a priority unmet need that contributes to or supports an innovation ecosystem in the Commonwealth. In addition, the applicant represents the likelihood of a high degree of success for the proposed project and a commitment to evaluating and assessing prospects for longer-term sustainability, as necessary and applicable.
* The plan for the use of funds articulates milestones and can produce measurable economic development outcomes in the given timeframe.
* A plan exists to monitor the Project’s progress.
* The Project provides a clear decision making process along with the appropriate project governance.
* The Project specifies whether participating institutions provide match, the level and sort of match, and how it supports specific project implementation.
* The Project provides validating support from local and regional leadership, both public and private which the Innovation Institute will test and validate independently at its own discretion.
* The Project selects highly qualified individuals to do the work and substantiates the local leadership’s expertise and qualifications in the proposed effort.

**5. Application Process**

Applicants must submit a full Proposal which will undergo a full staff review and due diligence. Based upon this review, the Director of the Innovation Institute will make funding recommendations to the CEO of the Massachusetts Technology Collaborative. Applicants will be notified of the final decision. Approved applicants will be invited to enter into a grant agreement with Mass Technology Collaborative (see sample General Terms & Conditions attached hereto as Attachment F).

1. Proposal

Proposals will be reviewed, to determine the extent to which they meet the objectives and criteria of the Regional Priority Grant program, and applicants may be invited to come and present their idea in person to Innovation Institute staff. An invitation to submit a formal proposal does not guarantee the applicant a *Regional Priority Grant Program* award. (See Attachment B for Application Cover Sheet.)

1. Award Determination

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 may be subject to review and recommendation by a panel of external reviewers and may be subject to final review and approval by the Executive Committee of the Mass Tech Collaborative Board of Directors.

1. Notification of Award

The applicant will be notified in writing of the status of their application. The Innovation Institute will make notification of the award to the submitting applicant. Organizations whose applications are declined will be notified as promptly as possible in writing as well.

1. Award Conditions

Recipients who are awarded a grant from the Regional Priority Grant program will receive:

* A Grant Agreement included with the letter detailing reporting requirements, which includes a negotiated budget, among other details.

All Awardees must provide deliverables to the Innovation Institute, which will be described in any Grant Agreement entered into by Applicant.

All funds will be distributed on a cost reimbursement basis, consistent with Mass Tech Collaborative operating procedures.

#### In accordance with the Commonwealth’s Public Records Law, Awardees will be required to agree that 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.

Awardees may also be required to host project site visits by Mass Tech Collaborative staff and contractors and participate in interviews by Mass Tech Collaborative or its designees for purposes of monitoring and evaluation.

For all multi-year grants, the applicant must submit an annual project report to the program manager. In addition, the applicant is required to submit a final project report within 90 days after the expiration of an award.

**6. Submission Requirements**

1. Instructions for Submission of Responses

Detailed application requirements for Proposals can be found in Attachment B. Respondents are cautioned to read this RFP carefully and to conform to its specific requirements. Failure to comply with the requirements of this RFP may serve as grounds for rejection.

1. All responses must be submitted in writing, on 8 ½ x 11 paper (including all required submissions), with one (1) unbound original; one (1) unbound copy; and four (4) bound copies (no three ring binders); and one electronic version (.pdf or .doc with the budget in excel format) thereof.

**Respondents are cautioned to review Attachments A1 and A2, prior to submitting an electronic copy of their response. In accordance with the procedures set forth in Attachment A1 or A2, any information that Respondent has identified as “sensitive information” in the hard copy of their Response should be deleted from the electronic copy prior to submission to Mass Tech Collaborative.**

1. Responses **must** be delivered to:

Request for Proposals No. 2015-JAII-01

Massachusetts Technology Collaborative

75 North Drive

Westborough, MA 01581

1. A statement indicating compliance with the terms, conditions and specifications contained in this RFP must be included in the response. Submission of the signed Authorized Respondent’s Signature and Acceptance Form (Attachment C) shall satisfy this requirement.
2. Any and all data, materials and documentation submitted to Mass Tech Collaborative in response to this RFP shall become Mass Tech Collaborative’s property and shall be subject to public disclosure under the Massachusetts Public Records Act. In this regard, Respondents are required to sign the Authorized Respondent’s Signature and Acceptance Form, set forth as Attachment C hereto.

 **Respondents please note : by executing the Authorized Respondent’s Signature and Acceptance Form and submitting a response to this RFP, Respondent certifies that it (1) acknowledges and understands the procedures for handling materials submitted to Mass Tech Collaborative, as set forth in Attachments A1 and A2 hereto, (2) agrees to be bound by those procedures, and (3) agrees that 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 Respondent’s selection.**

1. Questions

Questions regarding this RFP must be submitted by electronic mail to proposals@masstech.org with the following Subject Line: “Questions – RFP No. 2015-JAII-01“).Responses to all questions will be posted on to the Mass Tech Collaborative and Comm-Buys websites.

1. Schedule

This is a rolling submission. Proposals will be accepted on an ongoing basis while the RFP remains open.

1. Posting of Changes/Amendments to the RFP

This RFP has been distributed electronically using the Mass Tech Collaborative (http://www.masstech.org) and the COMMBUYS (https://www.commbuys.com) websites. If 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 and the COMMBUYS websites. It is the responsibility of each Applicant to check the Mass Tech Collaborative and/or the COMMBUYS websites for any addenda or modifications to a RFP to which they intend to respond. 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-1**

**The Massachusetts Technology Collaborative**

**Policy And Procedures Regarding Submission Of “Sensitive Information”**

Massachusetts Technology Collaborative, the Innovation Institute, the Massachusetts Broadband Institute and the Massachusetts e-Health Institute (collectively referred to herein as “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 Mass Tech Collaborative. As a result, any information submitted to 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 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 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 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 Mass Tech Collaborative of an exemption from the Public Records Act.** **Submitting Parties should therefore take care in determining which documents they submit to Mass Tech Collaborative, and should assume that all documents submitted to 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 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 Mass Tech Collaborative, the Submitting Party must provide a cover letter, addressed to 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 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 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 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 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 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 Mass Tech Collaborative staff. By submitting a grant application, request for response, or any other act that involves the submission of information to Mass Tech Collaborative, the Submitting Party certifies, acknowledges and agrees that (a) Mass Tech Collaborative’s receipt, segregation and storage of documents designated by Submitting Party as “Sensitive Information” does not represent a finding by 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) Mass Tech Collaborative is not liable under any circumstances for the subsequent disclosure of any information submitted to Mass Tech Collaborative by the Submitting Party, whether or not such documents are designated as “Sensitive Information” or Mass Tech Collaborative was negligent in disclosing such documents.

5. In the event that Mass Tech Collaborative receives an inquiry or request for information submitted by a Submitting Party, 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 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 Mass Tech Collaborative’s receipt of the public records request, and Mass Tech Collaborative may, but shall not be required to provide Submitting Party an opportunity to present 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 Mass Tech Collaborative for making determinations on the applicability and/or assertion of an exemption to the Public Records Act. No employee of Mass Tech Collaborative other than the General Counsel has any authority to address issues concerning the status of “Sensitive Information” or to bind Mass Tech Collaborative in any manner concerning 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 Mass Tech Collaborative to assert such an exemption. 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. 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 Mass Tech Collaborative determines that the subject documents are exempt from disclosure, the requesting party may seek review of Mass Tech Collaborative’s determination before the Supervisor of Public Records, and 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 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, 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 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, Mass Tech Collaborative shall not assert an exemption, 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 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 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 A-2**

**Mass Tech Collaborative Policy and Procedures for Holding Parties in**

**Possession of Sensitive Information**

From time to time, consultants, contractors, grantees, as well as other third parties interacting with Mass Tech Collaborative (collectively, the “Holding Party”) may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding Mass Tech Collaborative, its activities, its employees and/or third parties, such as applicants, consultants, grantees, recipients or respondents under Mass Tech Collaborative programs, which information is not generally known by or disseminated to the public as a matter of course. Information of this nature is sometimes referred to in this Agreement as "Sensitive Information." Mass Tech Collaborative expects all Holding Parties to maintain the highest degree of professionalism, integrity and propriety with respect to Sensitive Information at all times. In addition, the Massachusetts Conflict of Interest Statute, M.G.L. Chapter 268A, prohibits current and former state employees (defined in the statute to include regular full-time and part-time employees, elected or appointed officials and independent contractors) from improperly disclosing certain categories of Sensitive Information or using it to further their personal interests, and the Massachusetts Fair Information Practices Act, M.G.L. Chapter 66A, contains numerous legal requirements aimed at protecting "personal data" from improper disclosure.

Mass Tech Collaborative's policy regarding a Holding Party’s possession of Sensitive Information has two key elements:

1. Holding Parties should not request or accept any more Sensitive Information -- whether of a business or personal nature -- than is reasonably necessary under the circumstances; and
2. In the absence of a specific legal requirement compelling disclosure of Sensitive Information in a particular instance, all Holding Parties are expected to take appropriate measures to safeguard such information from improper use and disclosure.

Because the relevant legal requirements and the nature and scope of the information in question can create uncertainty, **Holding Parties are urged to confer with Mass Tech Collaborative's General Counsel if they have any questions about confidentiality, the scope or proper treatment of Sensitive Information, or Mass Tech Collaborative's policies or procedures with respect to such topics**. Holding Parties shall not substitute their own judgment for that of Mass Tech Collaborative’s General Counsel in deciding whether particular information is innocuous data or Sensitive Information that should be handled with care, or the advisability or sufficiency of safeguards with respect to particular types of information. **Failure to comply with the policies and procedures relating to Sensitive Information and Mass Tech Collaborative's obligations pursuant to the Public Records Act and other legal disclosure requirements can result in immediate termination of this Agreement, and/or potential legal liability.**

**It should be noted that the obligations under these policies continue even after Mass Tech Collaborative's relationship with a particular applicant, recipient or other third party ends or this Agreement terminates.**

In the absence of a specific legal requirement necessitating disclosure of particular information in a specific instance, Holding Parties are expected to protect Sensitive Information from improper use and disclosure at all times. The following are examples of the kinds of protective procedures that should be followed:

* **Limited Communication to Mass Tech Collaborative Personnel**: Sensitive Information should not be communicated to other the Mass Tech Collaborative employees or consultants, except to the extent that they need to know the information to fulfill their Mass Tech Collaborative mission-related responsibilities and their knowledge of the information is not likely to result in misuse or a conflict of interest.
* **Limited Communication to Non-Mass Tech Collaborative Personnel**: Sensitive Information should not be communicated to anyone outside Mass Tech Collaborative, including family members, except to the extent outside parties need to know the information in order to provide necessary services to Mass Tech Collaborative, its Holding Parties or as otherwise directed by the General Counsel to comply with legal requirements necessitating disclosure, such as proper requests under the Public Records Act.
* **Notification of Confidentiality**: When Sensitive Information is communicated to any person outside Mass Tech Collaborative, the individual receiving such information should be informed of its sensitive nature and the need to safeguard such information from improper use and disclosure. When Sensitive Information is communicated to parties inside Mass Tech Collaborative, the procedures set forth in Attachment A-1 are applicable. Mass Tech Collaborative may require that Holding Parties execute a confidentiality agreement that has either been provided or approved by the General Counsel before Sensitive Information is disclosed to them.
* **Mass Tech Collaborative Use Only**: Sensitive Information should only be used for Mass Tech Collaborative purposes. Under no circumstances may a present or former Holding Party "trade on" such information or otherwise use it, directly or indirectly, for personal gain or for the benefit of any party other than the owner of such information.
* **Prevention of Eavesdropping, Unauthorized Viewing, etc.**: Sensitive matters should not be discussed in restaurants, on public transportation or in other public places or in locations, such as hallways, elevators and building lobbies, where unauthorized individuals could overhear the discussion. Similarly, Sensitive Information should not be exchanged or discussed via cordless or cellular phones or similar "non-secure" communication lines. Speaker phones can amplify conversations and should be used with care when discussing Sensitive Information. Common sense precautions should also be taken with respect to Sensitive Information in written form, such as stamping or marking such documents "CONFIDENTIAL" to flag them for special handling, limiting access to files to those with an Mass Tech Collaborative-related "need to know," locking documents that contain Sensitive Information in desk drawers or file cabinets when you are away from your desk, carefully limiting the circumstances in which (and exercising appropriate care when) such materials leave Mass Tech Collaborative's office, delivering sensitive materials to others in sealed envelopes, and limiting the addressees and "cc's" of letters, memoranda, emails and other communications containing Sensitive Information to those individuals who reasonably need to see such communications. Data stored on personal computers, and floppy disks, c/d roms and other electronic media containing Sensitive Information, should be properly secured to keep them from being accessed by unauthorized individuals. Documents containing Sensitive Information that are sent to printers should be picked up promptly.
* **Communications with the Public; Compulsory Legal Process**: All contacts with the media and all speeches or other oral or written public statements made on behalf of Mass Tech Collaborative, or concerning its activities, applicants or recipients, must be cleared in advance by Mass Tech Collaborative's Chief of Staff. In speeches and statements *not* made on behalf of Mass Tech Collaborative, proper care should be taken to avoid any implication that the Mass Tech Collaborative endorses the views expressed. All disclosure requests under the Public Records Act or in the form of requests for discovery, subpoenas, court or administrative orders or the like must also be referred to the General Counsel for appropriate handling.

**Questions concerning whether a given type of information or document in a Holding Party’s possession is a "public record," and thus subject to disclosure under the Public Records Act, or is covered by an available exemption, should be directed to Mass Tech Collaborative’s General Counsel. *No other Mass Tech Collaborative employee is authorized to make such assessments or to provide any guidance to a Holding Party concerning potential disclosure of any information provided to or in possession of a Holding Party.***

**In addition, all communications seeking inspection or other disclosure of materials in a Holding Party’s possession under the Public Records Act must be referred promptly to the General Counsel. Similarly, all subpoenas and other legal process documents requesting or seeking to compel disclosure of materials in a Holding Party’s possession must be delivered or promptly forwarded to the General Counsel upon receipt.**

**ATTACHMENT B**

**Regional Priority Grant**

**Proposal Forms and Instructions**

Please complete the attached forms by saving this MS Word file (Regional Priority Grant Proposal) under a distinguishing file name. MassTech appreciates the brevity of clear and concise proposals and requests single-sided proposal copies. Each *Proposal* may be no more than 30 typewritten pages, plus attachments and should include the following information:

* Completed Application Cover Sheet (below)
* Completed Respondent’s Signature and Acceptance Form (see Attachment C)
* A narrative description of the activities that will be undertaken to promote economic activity in the region. Please include:

• A description of the project, and industry focus;

• Any identified new product(s) that will be addressed by the project;

• The problem that the project solves and the market opportunity for the project;

• The benefits to the region and to Massachusetts if the project is successful;

* The expected outcomes, deliverables and timeframe, describe how the Applicant defines “success” and how the Innovation Institute can measure the impact and success of the project;
* A detailed description of personnel who will be involved in this project, and their experience, role and contribution. Include a list of the management team and their responsibilities.
* A description addressing how the project aligns with the evaluation criteria (see Page 8, Section 4 above).
* A description of the amount, nature and source of the match along with its importance to the proposed project, if appropriate.
* Partner Institutions and organizations that will be involved in this effort, their role and responsibilities and a description of how their participation will impact and strengthen the proposal;
* A detailed annual budget for activities proposed to be supported through the Regional Priority Grant Fund (See budget template - Attachment E).

*Full Proposals* will be subject to the review of the staff of the Innovation Institute and on occasion, approval by the MassTech Governing Board.

**Please complete the attached cover sheet and mail the Full Proposal to:**

Request for Proposals No. 2015-JAII-01

Massachusetts Technology Collaborative

75 North Drive

Westborough, MA 01581

*Please expand boxes as necessary for a concise response.*

**The Innovation Institute at Mass Tech Collaborative**

***Regional Priority Grant* Request for Proposal**

**Application Cover Sheet**

***Applicant Information***

|  |  |
| --- | --- |
| Name of Applicant Organization  | Funding Amount Sought ($)Match Generated ($) |
| Mailing Address | City/Town/Zip Code | Region | Start Date:End Date: |
| Telephone | Fax | Applicant Web Address |
| Name of Primary Contact (Individual) |
| Primary Contact Title | Contact e-mail address  | Direct Telephone # |
| Project Title | Area of Technology Focus   |
| Description of Project |
| Economic Benefit of Project to Region |
| List Of Partner Organizations Involved | Match provided by each, if appropriate |

**Attachment C**

#### Massachusetts Technology Collaborative

#### Authorized Respondent’s Signature and Acceptance Form

The undersigned is a duly authorized representative of the Respondent listed below. The Respondent has read and understands the RFP requirements. The Respondent acknowledges that all of the terms and conditions of the RFP are mandatory, and that Respondent’s response is compliant with such requirements. The Respondent 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 Respondent understands that, if selected by the Mass Tech Collaborative, the Respondent and the Mass Tech Collaborative will execute written agreements specifying the mutual requirements of participation. The undersigned has either (*please check one)*:

[ ]  specified exceptions and counterproposals to the General Terms and Conditions; 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 response shall be deemed a waiver, and the General Terms and Conditions shall not be subject to further negotiation.

Respondent agrees that the entire bid response will remain valid for sixty (60) days from receipt by the Mass Tech Collaborative.

I certify that Respondent is in compliance with all corporate filing requirements and State tax laws.

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.

Respondent:

 (Printed Name of Respondent)

By:

 (Signature of Authorized Representative)

Name:

Title:

Date:

**Attachment D**

# **Make Up of Seven Regions of the Commonwealth**

|  |  |  |
| --- | --- | --- |
| **Region 1: Berkshires** |  |  |
| Adams | Lanesborough | Richmond |
| Alford | Lee | Sandisfield |
| Becket | Lenox | Savoy |
| Cheshire | Monterey | Sheffield |
| Clarksburg | Mt. Washington | Stockbridge |
| Dalton | New Ashford | Tyringham |
| Egremont | New Marlborough | Washington |
| Florida | North Adams | West Stockbridge |
| Great Barrington | Otis | Williamstown |
| Hancock | Peru | Windsor |
| Hinsdale | Pittsfield |  |
|  |  |  |
| **Region 2: Greater Boston**  |  |  |
| Acton | Holliston | Randolph |
| Arlington | Hopkinton | Revere |
| Ashland | Hudson | Saugus |
| Bedford | Hull | Sharon |
| Bellingham | Lexington | Sherborn |
| Belmont | Lincoln | Somerville |
| Bolton | Littleton | Southborough |
| Boston | Lynn | Stoneham |
| Boxborough | Malden | Stow |
| Braintree | Marlborough | Sudbury |
| Brookline | Maynard | Swampscott |
| Burlington | Medfield | Wakefield |
| Cambridge | Medford | Walpole |
| Canton | Medway | Waltham |
| Carlisle | Melrose | Watertown |
| Chelsea | Milford | Wayland |
| Cohasset | Millis | Wellesley |
| Concord | Milton | Weston |
| Dedham | Nahant | Westwood |
| Dover | Natick | Weymouth |
| Everett | Needham | Winchester |
| Foxborough | Newton | Winthrop |
| Framingham | Norfolk | Woburn |
| Franklin | Norwood | Wrentham |
| Hingham | Quincy |  |
| Holbrook |  |  |
|  |  |  |
| **Region 3: Cape & Islands**  |  |  |
| Barnstable | Mashpee | Edgartown |
| Bourne | Orleans | Gay Head |
| Brewster | Provincetown | Gosnold |
| Chatham | Sandwich | Oak Bluffs |
| Dennis | Truro | Tisbury |
| Eastham | Wellfleet | West Tisbury |
| Falmouth | Yarmouth | Nantucket |
| Harwich | Chilmark |  |
|  |  |  |
| **Region 4: Central**  |  |  |
| Ashburnham | Holden | Rutland  |
| Ayer | Hopedale | Shirley |
| Ashby | Hubbardston | Shrewsbury |
| Athol | Lancaster | Southbridge |
| Auburn | Leicester  | Spencer |
| Barre | Leominster | Sterling |
| Berlin | Lunenburg | Sturbridge |
| Blackstone | Mendon | Sutton |
| Boylston | Millbury | Templeton |
| Brookfield | Millville | Townsend |
| Charlton | New Braintree | Upton |
| Clinton | North Brookfield | Uxbridge |
| Douglas | Northborough | Warren |
| Dudley | Northbridge | Webster |
| East Brookfield | Oakham | West Boylston |
| Fitchburg | Oxford | West Brookfield |
| Gardner | Paxton | Westborough |
| Grafton | Petersham | Westminster  |
| Groton | Phillipston | Winchendon  |
| Hardwick | Princeton  | Worcester |
| Harvard | Royalston |  |
|  |  |  |
| **Region 5: Northeast**  |  |  |
| Amesbury | Haverhill | Peabody |
| Andover | Ipswich | Pepperell |
| Beverly | Lawrence | Reading |
| Billerica | Lowell | Rockport |
| Boxford | Lynnfield | Rowley |
| Chelmsford | Manchester | Salem |
| Danvers | Marblehead | Salisbury |
| Dracut | Merrimac | Tewksbury |
| Dunstable | Methuen | Topsfield |
| Essex | Middleton | Tyngsboro |
| Georgetown | Newbury | Wenham |
| Gloucester | Newburyport | Westford |
| Groveland | North Andover | West Newbury |
| Hamilton | North Reading | Wilmington |

|  |  |  |
| --- | --- | --- |
| **Region 6: Pioneer Valley** |  |  |
| Agawam | Greenfield | Pelham |
| Amherst | Hadley | Plainfield |
| Ashfield | Hampden | Rowe |
| Belchertown | Hatfield | Russell |
| Bernardston | Hawley | Shelburne |
| Blanford | Heath | Shutesbury |
| Brimfield | Holland | South Hadley |
| Buckland | Holyoke | Southampton |
| Charlemont | Huntington | Southwick |
| Chester | Leverett | Springfield |
| Chesterfield | Leyden | Sunderland |
| Chicopee | Longmeadow | Tolland |
| Colrain | Ludlow | Wales |
| Conway | Middlefield | Ware |
| Cummington | Monroe | Warwick |
| Deerfield | Montague | Wendell |
| Easthampton | Monson | West Springfield |
| East Longmeadow | Montgomery | Westfield |
| Erving | New Salem | Westhampton |
| Gill | Northampton | Whately |
| Goshen | Northfield | Wilbraham |
| Granby | Orange | Williamsburg |
| Granville | Palmer | Worthington |
|  |  |  |
| **Region 7: Southeast** |  |  |
| Abington | Halifax | Plymouth |
| Acushnet | Hanover | Plympton |
| Attleboro | Hanson | Raynham |
| Avon | Kingston | Rehobeth |
| Berkley | Lakeville | Rochester |
| Bridgewater | Mansfield | Rockland |
| Brockton | Marion | Scituate |
| Carver | Marshfield | Seekonk |
| Dartmouth | Mattapoisett | Somerset |
| Dighton | Middleborough | Stoughton |
| Duxbury | New Bedford | Swansea |
| East Bridgewater | North Attleboro | Taunton |
| Easton | Norton | Wareham |
| Fairhaven | Norwell | West Bridgewater |
| Fall River | Pembroke | Westport |
| Freetown | Plainville | Whitman |

**ATTACHMENT E**

Sample Budget Template



|  |  |
| --- | --- |
|  |  |

**Attachment F**

MASSACHUSETTS TECHNOLOGY COLLABORATIVE

**General Terms and Conditions**

The following General Terms and Conditions are issued by Massachusetts Technology Park Corporation, an independent public instrumentality of the Commonwealth of Massachusetts doing business as Massachusetts Technology Collaborative (“Mass Tech Collaborative”). Participants shall be bound by these General Terms and Conditions upon execution and submission to 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 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 Mass Tech Collaborative’s Board ofDirectors as set forth in the applicable Task Order.

“General Counsel" means 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 Mass Tech Collaborative as 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 Innovation Institute at Mass Tech Collaborative created by the Economic Stimulus Bill, signed by the Governor of the Commonwealth in January 2004.

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

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

“Mass Tech Collaborative” means 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, Mass Tech Collaborative and has been awarded such financial support or funding under any of 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 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 Mass Tech Collaborative who shall have secondary responsibility for managing the Project for Mass Tech Collaborative.

“Project Manager” means the individual, set forth in the applicable Task Order, employed by 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 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 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.

1. **Term and Termination**
	1. 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 Mass Tech Collaborative.
	2. This Agreement may be terminated by either 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.
	3. 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 Mass Tech Collaborative action inconsistent with performing its obligations under this Agreement.
2. **Payments and Compensation**

The Participant shall only be compensated for performance delivered and accepted by 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 Mass Tech Collaborative from all claims, liabilities or other obligations relating to the performance of a Task Order.

1. **Insurance**

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

1. **Access and Use**

Participant agrees to license or otherwise make available to 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 Mass Tech Collaborative’s use and dissemination.

1. **Publicity**
2. The Participant shall coordinate with 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 Mass Tech Collaborative.
3. The Participant agrees that 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.
4. **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 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 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 Mass Tech Collaborative, Participant may use the Grant to pay for such goods or services.

1. **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.

1. **Indemnification**
	1. To the fullest extent permitted by law, Participant shall indemnify and hold harmless the Commonwealth, Mass Tech Collaborative, and each of their respective agents, officers, directors and employees (together with the Commonwealth and 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 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.
	2. 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.
	3. Furthermore, as a condition of receipt of any award, Participant does hereby release, remise, discharge, indemnify and hold harmless Mass Tech Collaborative (defined for purposes of this Section 9 to include 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.
2. **Public Records**

As a public entity, Mass Tech Collaborative is subject to Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66) and thus documents and other materials made or received by Mass Tech Collaborative and/or its employees are subject to public disclosure. All information received by 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 Mass Tech Collaborative, including but not limited to any acknowledgements set forth therein, and that Participant shall be bound by these procedures.

1. **Audit**

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 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. 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.

1. **Conflict of Interest**

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

1. **Lobbying**

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

1. **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 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.

1. **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.

1. **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.

1. **Notice**

All communications to 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)

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 in Section 18.

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 Mass Tech Collaborative.

1. **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 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:

1. Attachment A – Mass Tech Collaborative’s Sensitive Information Policy and Procedures
2. 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:

**FORM OF TASK ORDER**

Task Order *[FY]-01*

Between

And Massachusetts Technology Collaborative

 This Task Order *<Insert No.>* dated <*Insert* Date> between Massachusetts Technology Collaborative (“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, 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, 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.>*, Mass Tech Collaborative and Grantee agree as follows:

* 1. Term

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

* 1. **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.

* 1. Project Personnel.
1. Both Mass Tech Collaborative and Grantee have designated the following Persons to serve as Project Manager to support effective communication between 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 Mass Tech Collaborative: ( @masstech.org) (508-870-0312 ext. )

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

1. 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.
	1. Deliverables
2. *Deliverables*. Grantee shall provide Mass Tech Collaborative Project Manager with the deliverables set forth in the Project Plan (the “Deliverables”).
3. *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 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.
	1. Other Requirements *<Adjust as applicable>*
4. *Program Evaluation.* The Grantee agrees to support Mass Tech Collaborative's program evaluation activities, and 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 Mass Tech Collaborative or its authorized representatives for purposes of program evaluation or case study development.
5. *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.
6. *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”).
	* 1. *Match Ratio:*  Grantee must match Mass Tech Collaborative funds at a \_\_ : \_\_ ratio.
		2. *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.
		3. *Carry Forward:*  Unmatched revenue and expenses shall be carried forward to future periods.  Any unmatched expenses shall be subject to the Match Ratio in the year in which the expenses were incurred.
		4. *Match Documentation:* Grantee shall document the Required Match on each invoice submitted to Mass Tech Collaborative as set forth in Section \_\_\_\_ below. Payment is specifically contingent on Mass Tech Collaborative’s approval of the form and mount of the Required Match.
7. The Grant

In consideration of this Task Order       and the Agreement, and as full compensation for 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, 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 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 Mass Tech Collaborative for design and/or construction or otherwise.

1. 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. If there is not an applicable standard for Grantee, Grantee shall follow Part 31 of the Federal Acquisition Regulations.

* 1. *Allowable Charges.*
		1. Direct Costs. The Grantee shall be reimbursed for direct costs incurred in the performance of the Project Plan and as specified on a line item of the Project Budget, as follows:
			1. 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;
			2. 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;
			3. Direct Materials: the cost of direct materials purchased which shall not exceed the amounts set forth in the Project Budget;
			4. Other Direct Costs: the cost of other direct materials purchased or costs incurred which shall not exceed the amounts set forth in the Project Budget. (*e.g.,* postage, telephone, publications, graphics, *etc.*); and
			5. Travel: the reasonable and necessary costs incurred for travel, lodging, meals and incidental expenses, as set forth in the Project Budget. Reimbursement for the use of personal vehicles shall be limited to the Internal Revenue Service business standard mileage rate.
		2. Indirect Costs. The Grantee shall be reimbursed for such indirect costs (*e.g.,* General and Administrative Overhead) at their government-approved rate or at the Grantee’s actual indirect cost rate calculated in accordance with Part 31 of the Federal Acquisition Regulations which shall not exceed the rate set forth in the Project Budget.
	2. *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 task *[or* category*]* provided that the totals for each task *[or* category*]* as set forth in the Project Budget are not exceeded. Additionally, Grantee may, with the prior written permission of Mass Tech Collaborative PM, shift funds between each task *[or* category*]*. Grantee may not, however, increase the hourly rates as listed in the Project Budget.
	3. *Payment Terms.* Mass Tech Collaborative shall pay the Grantee within forty-five (45) days after receipt of a properly documented invoice, unless 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.
	4. *Invoices/Payment Schedule*
		1. Invoices shall be addressed to Mass Tech Collaborative personnel identified in Section 3(a) above.
		2. Grantee may submit invoices for payment quarterly *<(OR* upon completion of each milestone and submission of each milestone briefing)>using the template provided by 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 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 costs incurred, including:
1. *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;
2. *Subcontractors/Consultants*: copies of invoices for such subcontractors/consultants which have been reviewed and approved by Grantee prior to submission to Mass Tech Collaborative; and
3. *Direct Costs/Travel*: all direct costs and travel expenses shall be itemized on the invoice and supported by documentation such as vendor invoices, travel vouchers, expense receipts or other documentation as required by Mass Tech Collaborative.
4. Insurance

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 Mass Tech Collaborative’s request, Grantee will provide 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 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 Mass Tech Collaborative. 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 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.>*.

1. 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 Mass Tech Collaborative and Grantee.

1. 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 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.>*:

* + 1. Attachment 1 – Project Plan, Deliverables and Schedule
		2. Attachment 2 – Budget