



Request for Proposals: Medium- and Heavy-Duty Mobile Charging Solutions Program

Date of Issue: August 16, 2024

Proposals Due: September 19, 2024

Total Funding Available: \$5,430,000

All proposals must be submitted to:

CleanTransportation@MassCEC.com

I. SUMMARY

Through this Request for Proposals (“RFP”) the Massachusetts Clean Energy Technology Center (“MassCEC”) is seeking qualified consultants or professionals (“Technical Consultant” or “Applicant”) with experience in clean transportation, medium- and heavy-duty (“MHD”) fleet electrification support, mobile, temporary, and/or non-grid tied charging stations, and utility coordination to serve as a Technical Consultant and Project Manager under MassCEC’s Medium- and Heavy-Duty Mobile Charging Solutions Program (“the Program”).¹

For the purposes of this RFP, “Mobile Charging” refers to any type of charging station technology that does not require grid-interconnection, or requires only minimal electrical upgrades for interconnection, and can be disconnected and transported between locations.

Mobile Charging solutions have become increasingly appealing for fleets looking to test out and right size MHD electric vehicles (“EV”). However, access to charging is a significant barrier to MHD fleet electrification for fleet owners and operators. To adopt MHD EVs, fleet owners incur hefty charging infrastructure costs and face lengthy utility and hardware lead times which can be prohibitive to electrifying fleets. To address these complexities, the Program aims to provide both technical and financial support for fleets interested in piloting Mobile Charging Solution Projects (“Projects”) at two (2) to four (4) sites. In coordination with MassCEC, the Technical Consultant will be responsible for:

- I. Developing a program to provide funding and additional technical support for MHD fleets or third parties to deploy Mobile Charging solutions initiatives at each fleet site;
- II. Implementing and providing technical assistance to the selected cohort of Mobile Charging Projects;
- III. Developing resources for the fleets to continue to move forward with their desired charging solution and create a public facing resource for MHD fleets who want to utilize Mobile Charging Solutions; and
- IV. Ensuring that small and diverse Massachusetts-based businesses are included in the Program and meaningfully compensated to foster Massachusetts workforce development.

MassCEC anticipates selecting one (1) Technical Consultant or Technical Consultant team under this RFP. The term length for services will be two (2) years concluding in December 2026. MassCEC intends for this Program to provide accessibility benefits to low-income disadvantaged communities (“LIDACS”) across the Commonwealth and to ensure meaningful inclusion and compensation for Massachusetts based businesses, small businesses, and Diverse Business Enterprises (“DBEs”). Proposals should include a clear plan for ensuring that these goals are met.

¹ MHD vehicles are defined by the United States Department of Energy’s definition and will range from classes 3 (three) through 8 (eight): [Alternative Fuels Data Center: Maps and Data - Vehicle Weight Classes & Categories \(energy.gov\)](https://www.energy.gov/alternative-fuels-data-center/maps-and-data-vehicle-weight-classes-categories)

Applicants should note that funding awarded pursuant to this RFP consists of certain federal funding made available to the Commonwealth of Massachusetts through the American Rescue Plan Act of 2021 (“ARPA”). Please see Section XI below, regarding contracting requirements for more information.

II. ABOUT MASSCEC

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

MassCEC’s mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth’s climate goals, advancing MAs’ position as an international climate leader while growing the state’s clean energy economy. MassCEC is committed to creating a diverse, equitable, and inclusive organization where everyone is welcomed, supported, respected, and valued. We are committed to incorporating principles of diversity, equity, inclusion, and environmental justice in all aspects of our work to promote the equitable distribution of the health and economic benefits of clean energy and support a diverse and inclusive clean energy industry. MassCEC strives to lead and innovate in equitable clean energy and climate solutions.

III. PROGRAM GOALS AND DESCRIPTION

The Electric Vehicle Infrastructure Coordinating Council (“EVICC”) was authorized by “An Act Driving Clean Energy and Offshore Wind” (the “Climate Law”) in 2022 to implement an electric vehicle charging infrastructure deployment plan. The Climate Law requires that the EVICC assess and report on strategies and plans necessary to deploy electric vehicle charging infrastructure to establish an equitable, interconnected, accessible and reliable electric vehicle charging network in Massachusetts². In August of 2023, EVICC provided its Initial Assessment and recommendations to the legislature³. The Initial Assessment noted that, regarding to the immediate demand for MHD Mobile Charging,

"Limits in our distribution and transmission infrastructure are interfering with transportation electrification Projects right now. For example, the initial results from the MassCEC Mass Fleet Advisor program, which provides technical support to medium- and heavy-duty fleet operators looking to transition to electric vehicles, found that nearly all the proposed Projects require significant utility upgrades as well as customer-side investments such as electric panel upgrades. Some of these investments will take years to install. These upgrades are delaying Projects and

² See more about EVICC here: <https://www.mass.gov/info-details/electric-vehicle-infrastructure-coordinating-council-evicc#evicc-initial-assessment->

³ Find the initial Assessment Here:

<https://www.mass.gov/files/documents/2023/08/11/EVICC%20Initial%20Assessment%20Final%2008.11.2023.pdf>

discouraging even highly motivated fleet operators from moving forward with electric vehicle purchases.”⁴

Providing access to Mobile Charging for MHD fleets ensures that fleets interested in electrification are not overburdened by the high cost and lengthy installment time of electric vehicle supply equipment (“EVSE”). The deployment of Mobile Charging Stations has the potential to accelerate the electrification of MHD fleets by increasing access to EVSE and reducing costs and other barriers to adoption. Medium and Heavy-Duty vehicles make up 3% of Massachusetts vehicles yet produce 20% of on-road vehicle emissions.⁵ To address these emissions, the Clean Energy and Climate Plan for 2025 and 2030 (“CECP”) sets an ambitious goal of 27,000 electric medium- and heavy-duty vehicles (“MHDVs”) on the road by 2030.⁶ Of about 287,000 MHDVs registered in the Commonwealth, only 234 were electric in 2023.⁷ Electrification of MHDVs is critical to the advancement of a sustainable transportation system and achieving the Commonwealth’s climate goals, improving air quality, and reducing greenhouse gas emissions.

In January 2024, the Healey-Driscoll administration, through EVICC, provided ARPA funds to MassCEC to develop a program that will accelerate MHD fleet acceleration through the deployment of Mobile Charging Stations.⁸ The deployment of Mobile Charging Stations in this Program will be focused on MHD fleets with depots located in, or that service LIDACs overburdened by pollutants from MHDV⁹.

Through the Program, MassCEC intends to address barriers to EVSE installation for MHD fleets through the deployment of Mobile Charging solutions. Barriers to be addressed include:

1. EVSE Right Sizing – Mobile Charging may inform fleet owners of appropriate charging needs prior to permanent charging station installation, which can address overbuilding and reduce grid impacts and costs.
2. Facility Upgrade and Infrastructure Installation Delays – For fleets experiencing long lead times for facility upgrades and charging station installations, Mobile Charging may provide a temporary or semi-permanent solution to ensure that vehicles remain operational until charging stations are energized.
3. Facility Ownership Structures – For fleets that lease facilities or depots and/or are planning to move locations, Mobile Charging stations may provide either temporary or long-term solutions to lack of decision-making authority or operations uncertainties.

⁴<https://www.mass.gov/files/documents/2023/08/11/EVICC%20Initial%20Assessment%20Final%2008.11.2023.pdf>

⁵ <https://www.mass.gov/news/healey-driscoll-administration-announces-50-million-investment-in-electric-vehicle-charging-infrastructure>

⁶ See more about the Clean Energy and Climate Plan here: <https://www.mass.gov/doc/clean-energy-and-climate-plan-for-2025-and-2030/download>

⁷ <https://geodot-homepage-massdot.hub.arcgis.com/pages/massvehiclecensus>

⁸ See the press release here: <https://www.mass.gov/news/healey-driscoll-administration-announces-50-million-investment-in-electric-vehicle-charging-infrastructure>

⁹ Find more information on LIDAC communities in MA here: <https://www.epa.gov/system/files/documents/2024-03/massachusetts-pcap.pdf>

Through the Program, MassCEC aims to:

1. Increase access to Mobile Charging and reduce barriers to EV adoption for MHD fleet owners and operators in MA;
2. Pilot Mobile Charging models that can be replicated and scaled across the Commonwealth;
3. Develop resources for MHD fleet owners and operators in Massachusetts to implement Mobile Charging solutions independently; and
4. Ensure that small and diverse MA-businesses are included in the Program and meaningfully compensated to foster Massachusetts workforce development.

IV. ELIGIBILITY

Eligible Applicants include sole proprietors, professional consultants, nonprofits, institutions or companies with multiple employees. MassCEC encourages Applicants to form a team with sub-vendors (“Applicant Team”), if necessary, to provide all the requisite experience required for the Scope of Work. Proposals must be submitted by a single lead Applicant and must clearly identify relevant Applicant Team sub-vendor(s) with whom to jointly respond to this RFP and their respective roles and experience. **MassCEC strongly encourages Applicant Teams to include and meaningfully compensate Massachusetts based vendors and small businesses, as well as Disadvantaged Business Enterprises (Minority, Women, Veteran, LGBTQ, Portuguese, and/or Disability-Owned Business Enterprises) (“Diverse Suppliers”)**¹⁰. See Section VIII: Selection Criteria for proposal evaluation guidelines and Section XI: Budget for supplier diversity budget guidance.

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

V. ESTIMATED TIMELINE

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

Release of RFP	August 16, 2024
Webinar	August 27, 2024, at 2:00 PM EDT
Questions due to MassCEC via email to CleanTransportation@MassCEC.com	September 9, 2024, by 4:00 PM EDT
Questions with Answers Posted to MassCEC Website	September 12, 2024
Proposals Due	September 19, 2024, by 4:00 PM EDT

¹⁰ See the Commonwealth of Massachusetts Diverse and Small Business Program Policies for Goods and Services Procurements for additional guidance: <https://www.mass.gov/doc/the-commonwealth-of-massachusetts-diverse-and-small-business-program-policies-for-goods-and-services-procurements/download>

Interviews (if needed)	September/October 2024
Notification of Award	October 2024

PLEASE NOTE: Awards under this Program will be supported by federal funds authorized under the Federal American Rescue Plan Act of 2021. Funds disbursed to grantees are not subject to a Uniform Guidance audit. However, given the source of funding, there will be federal reporting and compliance requirements associated with these awards. **MassCEC will be required to allocate and contract all funds prior to December 31, 2024 and expend all funds awarded by December 31, 2026 to comply with ARPA, and therefore, will require final invoices to be submitted to MassCEC for these funds well in advance of that December 31, 2026 deadline.**

VI. SCOPE OF WORK

The Applicant should review and respond to all three (3) scopes of work described below. If necessary, the Applicant may add to the scopes listed below. The value added by additional scopes of work proposed by the Applicant should be clearly articulated in the associated Workplan Narrative as described in Section VII.

Scopes of Work

- 1** Program Management and Reporting
 - 2** Implementation
 - 3** Final Fleet Reports and Public Facing Resource
-

Scope 1: Program Management and Reporting

Technical Consultants submitting proposals for consideration will conduct ongoing program management for the Program. Program management and reporting will continue throughout the Program and in conjunction with work conducted on all other tasks.

TASK 1.1: PROGRAM MANAGEMENT

The Technical Consultant will be responsible for oversight of the Program and any communication between MassCEC, the Technical Consultant Team, and Program stakeholders. The Technical Consultant should identify one (1) lead point of contact for the Program. The Technical Consultant will be available for monthly Program status calls with MassCEC. MassCEC reserves the right to increase the frequency of status calls, if needed.

TASK 1.2: BENEFITS ANALYSIS AND REPORTING

Task 1.2A Data Collection Plan

The Technical Consultant will develop a **Data Collection Plan**, with MassCEC input, to collect data on Program metrics, as outlined in Task 1.2B and others to be determined.

Task 1.2B Monthly Updates and Quarterly Reports

The Technical Consultant will provide both Monthly Updates and Quarterly Reports.

The **Monthly Updates** will include a PowerPoint Presentation that the Technical Consultant will present on monthly calls. Details include:

- Progress of each pilot program
 - Successes;
 - Problems and proposed solutions;
 - Timelines; and,
 - Planned work for the next month.

Quarterly Reports will be more detailed and include a summary of progress and tasks covered, planned work for the next reporting period, identification of any problems and planned or proposed solutions to address identified problems, and costs incurred through the reporting period. The Quarterly Reports will also report on Program metrics, including but not limited to:

- Emission benefits: magnitude of potential emissions reductions, timing of potential emissions reductions, and path to scale (GHGs as well as PM and NOx);
- Reduction in emissions (kg CO₂-e) relative to Project cost;
- Program throughput (number of fleets receiving pilot program funding/EVSE in operation/sites assessed);
- Costs, savings, and revenue (permitting costs, EVSE costs, infrastructure and procurement costs, maintenance and operations costs, electricity costs (if any), EVSE revenue);
- Grid impacts (kWh consumed/day, kW max per site, planned and actual vehicle charge rate, demand management opportunities, state and utility incentive program participation opportunities);
- EVSE usage (frequency the vehicle(s) is charged (daily/weekly) and up to what percentage, charging level used, average amount of time spent charging, the vehicle to charging port ratio, the max charging rate of the EVSE and MHDV);
- Cost of procured MHDV (if applicable);
- MHDV usage (the electric range of the EVs, total miles traveled on a daily/weekly, total electric range of the MHDV, the class and type of MHDV, and typical load size and impacts on range);
- LIDAC impacts (reduction in air pollution, number of communities served by EVSE utilization, workforce benefits such as jobs created and supplier diversity successes and challenges); and
- Program impact on quality-of-life benefits.

Task 1.2C Final Report

The Technical Consultant will provide a **Final Report** to MassCEC summarizing overall Program benefits, lessons learned, and recommendations for programming at scale. The Final Report will include data from Task 1.2B and:

- Breakdown of Program costs per fleet;
- Individual fleet emissions saved, and total emissions saved from all fleet Projects;
- Communities operated in and served;
- EVSE right sizing, facility and infrastructure upgrade delays, facility ownership, and other barriers addressed;
- Lessons learned; and

- Thoughts on replicability and scalability for future Mobile Charging Solutions programs.

Scope 2: Implementation

The Technical Consultant will be responsible for the implementation and technical assistance of Mobile Charging Projects for the selected cohort of fleets. Implementation Projects will fund the procurement and/or installation of Mobile Charging EVSE at selected locations. The Technical Consultant will also support the fleet owners through technical assistance and Project management, as needed. Scope 2 will support both planning services and implementation of Mobile Charging Projects.

TASK 2.1: FLEET AND TECHNOLOGY IDENTIFICATION

Task 2.1A: Fleet Selection

The Technical Consultant, in close collaboration with MassCEC, will develop an appropriate **Fleet Selection** Process. The Selection Process should prioritize MHD fleets located in or operating in Massachusetts LIDACs. The selection process should also prioritize a diversity of Mobile Charging providers, EVSE ownership structures, and EVSE models.

During the Fleet Selection process, the Technical Consultant should consider factors such as:

- Site location, fleet size, and duty cycle;
- Potential to address the barriers outlined in Section III, i.e. EVSE right sizing challenges, facility and infrastructure upgrade delays, and challenges due to facility ownership structures (leased vs. owned);
- Diversity of selected fleets and potential EVSE needs to ensure a variety of distinct demonstration Projects and learning outcomes; and
- Ability to collect at least six (6) months of EVSE data based on current fleet electrification progress.

The Technical Consultant will provide MassCEC with a list of recommended fleets, outlining the selection process and reasoning. The Technical Consultant, with input from MassCEC and the relevant utility, will select two (2) to four (4) fleets to participate. Fleet Selection will be completed four (4) months after the contract is signed. The Technical Consultant will work with utility companies to identify areas that are grid constrained and would otherwise experience lengthy waiting periods for non-mobile charging solutions. The Technical Consultant will note in its fleet recommendations which fleets are located in grid constrained areas.

Task 2.1B: Technology Inventory

The Technical Consultant will conduct a **Technology Inventory** to identify available Mobile Charging solutions including pricing, ownership models, optimal use cases, storage capacity, and grid impacts, at a minimum. The Technology Inventory should also identify technologies that may have been designed or developed in Massachusetts, manufactured in Massachusetts, or with components sourced from companies based in Massachusetts.

TASK 2.2: PROJECT DESIGN

Task 2.2 A: Project Agreements and Kick-Off Meetings

The Technical Consultant will be expected to sign a letter of intent, contract, or other appropriate documentation directly with fleet owners or operators and/or third-party EVSE technology providers to ensure direct data sharing between the parties and ownership roles. The Agreements will identify

implementation responsibilities of each entity, deliverables, budget allocation and payment processes, and timeline. In coordination with MassCEC and the selected cohort, the Technical Consultant will determine the allocation of funds amongst the Projects. The Technical Consultant will submit each finalized **Agreement** to MassCEC. Executing the Agreements should take no more than one (1) month.

Once Agreements are executed, the Technical Consultant will facilitate **Kick-Off Meetings** with each participating fleet, MassCEC, and any other appropriate stakeholders.

Task 2.2B: On-Site Assessments and Recommendations

The Technical Consultant should work with each fleet, EVSE vendor, and the utility (if applicable) to conduct **On-Site Assessments**. Site Assessments should include:

- Type of electrical service and available electrical capacity at the site (if applicable);
- Accessibility of the site for the EVSE vendor;
- Location of EVSE (static or mobile);
- Recommended location of EVSE and (if applicable) distance from the service panel;
- Recommended EVSE model;
- Connectivity at the EVSE location (cellular or WiFi);
- Collaboration (if applicable) with the utility company;
- Limitations of the site; and
- Site readiness.

The On-Site Assessments should result in a **Mobile Charging Recommendation** that includes potential Mobile Charging models, anticipated total cost of ownership, operational schedule, and project timeline. The final recommendation should be agreed upon by the fleet representative, Technical Consultant, and MassCEC.

Task 2.2C: Electric Vehicle Supply Equipment Procurement

The Technical Consultant will be responsible for working with each fleet to secure **Electric Vehicle Supply Equipment** on behalf of the fleet, whether with ownership, lease, or as-a-service model structure. The Technical Consultant will work with fleet owners and operators to determine which Mobile Charging Solution(s) best meets their needs and ensure that each fleet's preferred EVSE and vendor is procured. The Technical Consultant will coordinate permitting, zoning approvals, and fire safety inspections, as needed.

The Technical Consultant is encouraged to incorporate supplier diversity guidelines into their EVSE vendor selection process. MassCEC encourages the Technical Consultant to include and meaningfully compensate Massachusetts based vendors and small businesses, as well as Disadvantaged Business Enterprises (Minority, Women, Veteran, LGBTQ, Portuguese, and/or Disability-Owned Enterprises) ("Diverse Suppliers").¹¹ See Section VIII: Selection Criteria for proposal evaluation guidelines and Section IX: Budget for supplier diversity budget guidance.

¹¹ See the Commonwealth of Massachusetts Diverse and Small Business Program Policies for Goods and Services Procurement for additional guidance: <https://www.mass.gov/doc/the-commonwealth-of-massachusetts-diverse-and-small-business-program-policies-for-goods-and-services-procurements/download>

Task 2.2D: Safety Training

The Technical Consultant will be responsible for coordinating fire **Safety Training**, if needed, for fleet owners, operators, mechanics, and drivers to ensure that all personnel can safely operate Mobile Charging solutions, particularly if those solutions involve battery-storage systems.

Task 2.2E: Project Implementation and Deployment Support

Once the EVSE is procured, the Technical Consultant will launch the **Pilot Phase** of the Program for at least six (6) months. The Pilot Phase begins the first day EVSE is in operation. A minimum of six (6) months of operational data is required for data collection.

Working with MassCEC, the Technical Consultant may allocate funds for the purchase or lease of a MHD EV for the purposes of the Pilot Phase. **These funds cover the incremental costs of the MHD EV in order to bring it to cost parity with internal combustion engine counterparts. The funds the Program provides for the purchase or lease of a MHD EV may be combined with state incentive programs, if applicable.** Purchasing a MHD EV is limited to fleets that would not have access to purchase or lease a MHD EV otherwise.

The Technical Consultant will provide deployment and operational support from the procurement phase all the way through at least six (6) months of project operations (if not longer). As needed by each selected entity, the Technical Consultant will act as primary or supporting Project Manager throughout the site work and commissioning of each Project.

Implementation and deployment support may include, but is not limited to:

- Conducting EVSE procurement and right sizing, as needed;
- Installing vehicle telematics for data collection;
- Coordinating with third-party EVSE providers and the respective utility, if needed, for future facility upgrades;
- Developing and implementing operational and maintenance plans; and
- Monitoring and troubleshooting any technical issues that may arise throughout the first six (6) months of Project operations.

Task 2.2F: Ongoing Support

The Technical Consultant will be expected to remain available to each fleet for ongoing support throughout the duration of the Program term. Ongoing support may include:

- Reviewing system monitoring results obtained through operational data collection, analysis, and reporting;
- Coordinating with appropriate stakeholders and overseeing routine maintenance tests;
- Preparing and maintaining a commissioning issue log and meeting with vendors to address challenges; and
- Creating and implementing a resolution plan for outstanding commissioning issues.

Task 2.2G Maintenance and Operations Plan

The Technical Consultant will develop a **Maintenance and Operations Plan** to assist each fleet with ongoing maintenance and operations after the close of the Program term and the end of the EVSE warranty (if the fleet owners opted to own the Mobile Charging solution).

Scope 3: Final Fleet Reports and Public Facing Resources

TASK 3.1: FINAL REPORTS FOR FLEET OWNERS AND OPERATORS

The Technical Consultant will provide **Final Commissioning Reports** specific to each fleet. The Final Commissioning Reports will include:

- A maintenance and operations plan (if the fleet continues with the Mobile Charging Solution);
- Contract transferal of EVSE (if applicable) to the fleet owner(s) and operator(s); and
- Recommendations for future charging solutions (as mentioned in Section III), procurement and site utility interconnection and incentive guidance.

TASK 3.2: PUBLIC FACING RESOURCE

The Technical Consultant will produce a public facing resource(s) (i.e. pamphlet, one-pager, etc.). The public facing resource will be a tool for future MHD fleet owners and operators to use reference when considering Mobile Charging Solutions. The resource should include:

- Inventory of available Mobile Charging models;
- Pricing considerations and total costs of ownership;
- Ownership models and considerations (owned, leased, as-a-service);
- Potential use cases and vehicle compatibility;
- Utility coordination needs;
- Fire safety best practices; and
- Lessons learned from Project implementation.

VII. HOW TO APPLY

To respond to this Request for Proposals, submit a completed proposal, not including recommendation letters. The submission must be in electronic form (one (1) PDF file), including all relevant attachments, submitted via email to CleanTransportation@MassCEC.com. “MHD Mobile Charging Solutions RFP Proposal” must appear in the email subject line.

Submission packages must include the following:

1. Applicant’s Signature and Acceptance Form (Attachment A)
2. Proposal (see outline of Proposal Requirements below)
3. Budget and Rate Sheet
4. Team Member Resumes (as an appendix)
5. Sample Contract Redline, if Applicant has edits to sample contract (Attachment B).

No additional materials should be submitted. Any additional materials will not be considered in the evaluation. MassCEC will not accept responses past the deadline. MassCEC, at its sole discretion, will determine whether a proposal is complete.

PROPOSAL REQUIREMENTS

Proposals must contain the following sections. Do not exceed the specified page limits.

Executive Summary (one (1) page): Applicants should provide a summary of their organization, qualifications, and their proposed approach for working with MassCEC and with the range of stakeholders participating in the applicable Scope(s), including subcontractors.

Statement of Qualifications (up to three (3) pages): All responses must include a statement of qualifications, experience, and description of the Applicant, including:

- A brief description of organization(s) involved in the proposing team, including major subcontractors. Include date founded, history, size, product portfolio and location. Note that for all sub-vendors, MA-based businesses are encouraged and will score higher in proposal evaluation.
- Include an explanation of why the proposed organization or team is the best qualified to perform the work outlined under the respective Scope(s). Identify other organizational qualifications relevant to the proposed work. Include examples of relevant past work, particularly related to program administration, program analysis, transportation electrification, and stakeholder engagement.
- Describe the team's ability to work with key stakeholders, such as, but not limited to, MassCEC, Mobile Charging Station technology providers, municipalities, utility companies, and community-based organizations.
- Identify key individuals who will be involved in the Scope(s) and related tasks. Provide one (1) to two (2) paragraph summaries of relevant technical, business, and/or LIDAC engagement expertise of these individuals. Submit resumes (as appendices) of all key Applicant team members. Resumes should include education and experience that are relevant to the proposed work.
- Identify how the team is qualified to meet the RFP's equity-based goals, including a demonstrated understanding of the diverse barriers to and concerns of MHD fleet electrification. This should include a supplier diversity statement and identification of MA-based and Diverse Supplier sub-vendors, examples of previous relevant community engagement and equity focused work, and examples of previous MA-specific work.
- If applicable, list MassCEC and other state or federal contracts awarded to the Applicant and/or any subcontractors in the past five (5) years.

Workplan Narrative (up to nine (9) pages): The Workplan describes work activities, deliverables and timeline associated with completing the Scope(s) provided in Section VI – up to three (3) pages are allowed for each Scope. The Workplan shall describe each step or procedure required to accomplish each Task under the Scope(s), including who will perform it, how it will be performed and its intended result. The Workplan Narrative should identify the team member primarily responsible for each Scope and should include justification for any additional scopes proposed by the Applicant.

Project Schedule (one (1) page): All responses must include an estimated Project schedule, outlining the deployment of the program over two (2) years, and lays out all Project milestones and deliverables and length or date of completion. Identify any seasonal constraints or specific requirements for work scheduling. Propose a progress reporting schedule (if applicable to Scope). Project Schedules should include the Applicant's plan for completing all work within the ARPA timelines, and any preliminary ideas for adjustments if timelines are delayed.

Diversity, Equity, and Inclusion (up to one (1) page): Please include a brief summary of you or your organization's commitment to DEI and/or EJ principles. If available, please provide or link to any relevant materials (e.g., organization guidance documents, mission/vision statements, etc.). You may also include

brief examples of initiatives, Projects, or other work in which the Lead Applicant and/or Project Partners have demonstrated a clear commitment to advancing DEI and/or EJ principles. Please also include considerations of supplier diversity goals, if applicable.

Supplier Diversity Letters (one (1) page each): Please include signed letters from Applicant Team Diverse Suppliers confirming intended participation in the Program and approval of allocated funding.

References (one (1) page each): All responses must include references from at least three (3) clients of the Applicant, and preferably clients who have worked with the Applicant on matters related to the proposed technical services. These references must include a contact person, a full address, an email address, and a phone number. Current and former MassCEC staff may be included as supplementary references for previous work conducted on behalf of MassCEC, but do not count toward the three (3) reference requirement.

Budget and Rate Sheet (attached to Proposal): Responses must include a detailed budget, including information on rates of all team members working on the project. Where Applicants anticipate using outside expertise for a Task, the Applicant should include estimated rates. Budgets should be broken out by each Task and Subtask within each Scope.

When justifying Scope and Task budgets, Applicants should clearly identify the metric used to determine cost. Applicant should clearly list the amount of budget dedicated to each scope.

To ensure that supplier diversity efforts are met, Applicants are encouraged to strive to allocate at least twenty five percent (25%) of the proposed funding to Diverse Suppliers. See Section XI: Budget for supplier diversity requirements.

VIII. SELECTION CRITERIA

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

As part of its overall goal of furthering equity in the clean transportation industry, MassCEC is open to Applicant Teams that include multiple firms with varying levels of experience in MHD fleet support, Mobile Charging stations, utility coordination, program administration, stakeholder engagement, and/or the EV industry, including one or more firms that seek to gain experience through provision of services under the Program but can offer significant qualifications regarding the interests and needs of under-represented individuals. If relevant, Applicants should explicitly address how they would use their engagement with MassCEC to build an area of business in the growing clean transportation market.

Applicant proposals will be evaluated using the criteria described in Table 1.

Table 1: Selection Criteria

Criterion	Definition
Qualifications (20%)	1) What is the quality of the Applicant’s performance on similar past consulting assignments or their achievements related to proposed work?

Criterion	Definition
	<ul style="list-style-type: none"> 2) What is the Applicant’s experience with program administration, MHDV electric vehicles, fleet operators, Mobile Charging ownership and operational models? Is this experience relevant in a Massachusetts-specific context? 3) Does the Applicant demonstrate the ability or qualifications to communicate complex technologies to a wide audience? 4) Has the Applicant demonstrated successful performance under previous MassCEC, state, or federal contracts? 5) Has the Applicant provided strong references and recommendations? 6) Does the Applicant demonstrate strong communication and interpersonal skills which would enable the Applicant to communicate Program goals, deadlines and expectations with the MassCEC team? 7) Has the Applicant Team made every effort to include and compensate MA-based businesses?
Project Workplan (20%)	<ul style="list-style-type: none"> 1) Does the proposed Workplan meet the objectives of the Scope(s) outlined in Section VI? 2) Is the proposed Workplan clear and specific regarding how Tasks will be carried out and by whom? 3) Does the Applicant plan to provide services commensurate with the services requested by MassCEC? 4) Does the Applicant demonstrate an understanding of the concepts and motivators underlying the Program? 5) Has the Applicant clearly outlined a proposed approach for working with MassCEC as well as selected municipalities, private businesses and/or third-party EVSE providers? 6) If the Applicant has suggested changes to the primary scopes (additions, alterations or deletions), are those changes aligned with the overall goals of the Program? 7) Is the proposed Schedule reasonable, realistic, and compliant with the ARPA deadlines?
LIDAC Benefits & Engagement (10%)	<ul style="list-style-type: none"> 1) Does the proposal identify LIDAC populations to be served under the program or a process to ensure engagement with LIDAC populations? 2) Does the proposal demonstrate a clear plan for prioritizing LIDACs within municipalities and ensuring that under-resourced locations receive appropriate support? 3) Does the Applicant clearly state how feedback from LIDAC will be incorporated into planning process? 4) Does the proposal have an actionable plan to measure benefits are realized by LIDAC communities?
DEI Statement and Equity Experience (15%)	<ul style="list-style-type: none"> 1) Does the Applicant demonstrate experience working with and/or understanding the needs of LIDACs and similar MA-designated areas, in line with RFP equity-goals?

Criterion	Definition
	<ul style="list-style-type: none"> 2) Does the Applicant demonstrate community outreach and engagement experience to LIDACs and similar MA-designated areas? 3) Does the Applicant demonstrate a clear commitment to advancing DEI and EJ principles? 4) Does the proposal outline a supplier diversity plan for participating sub-vendors, third-party technology providers, or EVSE installers
Value Demonstration (20%)	<ul style="list-style-type: none"> 1) Is the proposal cost-competitive and within the budget requirements? 2) Are the services reflected in the Applicant’s quote commensurate with the proposed budget? 3) Does the budget maximize the percent of funding dedicated to each Scope? 5) Is the proposed budget reasonably aligned with the recommended Diverse Supplier allocation benchmarks as outlined in Section XI: Budget? 6) Comparison of range of services and budget to other Applicants’ proposals.
Overall Quality of Proposal (15%)	<ul style="list-style-type: none"> 1) Has the Applicant presented their qualifications clearly, completely and in adherence to the proposal format? 2) Has the Applicant demonstrated sufficient time resources and flexibility to participate in the Program?

IX. BUDGET

MassCEC has Five Million Four Hundred Thirty Thousand Dollars (\$5,430,000) allocated to fund this Program. Using the budget spreadsheet, Applicants should propose clearly elaborated and justified budgets associated with the three (3) primary Scopes and corresponding Tasks and Sub-Tasks.

An Applicant must provide an anticipated budget with the proposal. Budget evaluation will be a factor in the selection criteria. Please note that the consultant will be paid on a milestone basis based on a deliverable schedule and all funding will be transferred through the consultant.

SUPPLIER DIVERSITY GOALS

While MassCEC is not required to follow public procurement processes, and therefore not held to standards set by the Supplier Diversity Office (“SDO”), MassCEC intends to ensure that diverse suppliers are meaningfully included in and compensated through the Program.

Financial Commitment Goals: All Applicants responding to this RFP are strongly encouraged to make a significant financial commitment (“Supplier Diversity Commitment” or “SD Commitment”) to partnering with one (1) or more Diverse Supplier. This Supplier Diversity Commitment must be expressed as a percentage of the total Program budget that would be spent with the Diverse Suppliers. **MassCEC encourages Applicants to aim to allocate twenty five percent (25%) of the total proposed budget to Diverse Suppliers on the Applicant Team.** Per Section VIII: Selection Criteria, Applicants will be

evaluated based on the level of SD Commitment. This goal extends to all Applicants regardless of their own supplier diversity certification.

Eligible Diverse Supplier Certification Categories

Diverse Suppliers should be business enterprises and/or non-profit organizations certified or recognized by the SDO in one or more of the following certification categories:¹²

- Minority-Owned Business Enterprise (MBE) or Minority Non-Profit Organization (M/NPO)
 - Recommended budget allocation benchmark: 8% of total Program budget
- Women-Owned Business Enterprise (WBE) or Women Non-Profit Organization (W/NPO)
 - Recommended budget allocation benchmark: 14% of total Program budget
- Veteran-Owned Business Enterprise (VBE), Veteran Non-Profit Organization (V/NPO), or Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)
 - Recommended budget allocation benchmark: 3% of total Program budget
- Disability-Owned Business Enterprise (DOBE)
 - Recommended budget allocation benchmark: 0.3% of total Program budget
- Lesbian, Gay, Bisexual, and Transgender Business Enterprise (LGBTBE)
 - Recommended budget allocation benchmark: 0.3% of total Program budget

Recommended budget allocation benchmarks are guidelines set by the SDO.⁹ Applicants will not be expected to exactly match these guidelines but should make an effort to align with the percentages to the extent possible.

Applicant Teams may include Diverse Suppliers that are:

- **Certified or recognized by the SDO:** Such partners appear in the [SDO Directory of Certified Businesses](#) or in the [SBA Veterans Small Business Certification \(VetCert\)](#) directory. After contract award (if any), spending with such partners will contribute to meeting the Contractor's SD Commitment.
- **Certified by one (1) of SDO's recognized third-party certification bodies but not yet listed in the SDO Directory of Certified Businesses:** Such partners must be certified in eligible categories by one of SDO's recognized third-party certification bodies, which include the [City of Boston](#), the [Greater New England Minority Supplier Development Council \(GNEMSDC\)](#), the [Center for Women & Enterprise \(CWE\)](#), [Disability: IN](#), [National LGBT Chamber of Commerce \(NGLCC\)](#), or the [National Veteran Owned Business Association \(NaVOBA\)](#), but have not yet opted to be listed in the SDO Directory of Certified Businesses.
- **Not yet certified or recognized by the SDO or one of SDO's recognized third-party certification bodies:** Such partners must be certified in eligible categories by other third-party certification bodies that are not yet recognized by the SDO, such as another city or state supplier diversity certification office, the [National Minority Supplier Development](#), or [the Women Business Enterprise National Council](#), but are not listed in the above-mentioned directories.

¹² See the Commonwealth of Massachusetts Diverse and Small Business Program Policies for Goods and Services Procurements for additional guidance: <https://www.mass.gov/doc/the-commonwealth-of-massachusetts-diverse-and-small-business-program-policies-for-goods-and-services-procurements/download>

- **Self-certified:** Such partners may opt to self-certify as a Diverse Supplier. Partners that opt to self-certify must provide any appropriate documents that can serve as confirmation of supplier diversity.

SD Commitment Spending Verification: Supplier diversity percentages are subject to audit per the terms of the Services Agreement (see Attachment B). MassCEC reserves the right to contact Diverse Suppliers at any time to request that they attest to the amounts reported to have been paid to them by the Technical Consultant.

X. CONTACT INFORMATION FOR QUESTIONS

Please submit all questions in writing to CleanTransportation@MassCEC.com no later than 4:00 p.m. EDT, Monday, September 9, 2024. “MHD Mobile Charging Solutions RFP Questions” must appear in the subject line. Responses to questions will be posted on the RFP page by Thursday, September 12, 2024.

Prospective Applicants are encouraged to join the MHD Mobile Charging Solutions Slack Channel run by MassCEC. The purpose of the Slack platform is to convene interested entities, facilitate networking, and eventually form Applicant Teams. After finding Project partners, please feel free to take your conversations offline. Join the MHD Mobile Charging Solutions Slack Channel [here](#).

MassCEC will host one webinar on Tuesday, August 27, 2024, at 2:00 p.m. EDT. The intention of the webinar is to review the content of the RFP. Prospective Applicants and their teams are encouraged to submit questions during the webinar. Please note that questions will not be answered during the webinar. Answers to questions asked during the webinar will be posted on the RFP webpage on a rolling basis. Register for the webinar [here](#).

XI. GENERAL REQUEST FOR PROPOSALS CONDITIONS

NOTICE OF PUBLIC DISCLOSURE

As a public entity, MassCEC is subject to Massachusetts’ Public Records Law, codified at Chapter 66 of the Massachusetts General Laws (“Public Records Law”). Applicant acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC is presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories under a statutory or common law exemption, including the limited exemption at Massachusetts General Laws Chapter 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an Applicant for any form of assistance. Applicant acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data or other information is exempt from or subject to public disclosure. Thus, MassCEC urges Applicant to carefully consider what documents, materials, data and other information is submitted to MassCEC in connection with this RFP. If confidential information is submitted as part of the application and not clearly marked as confidential, such information may be made publicly available by MassCEC without further notice to the Applicant.

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

- Consultant rates
- Proprietary EVSE install pricing rates

DISCLAIMER & WAIVER AUTHORITY

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all applications received, waive minor irregularities in submittal requirements, modify the anticipated timeline, request modification of the application, negotiate with all qualified Applicants, cancel or modify the RFP in part or in its entirety, or change the application guidelines, when it is in MassCEC's best interests.

This RFP has been distributed electronically using MassCEC's website. It is the responsibility of Applicants to check the website for any addenda or modifications to an RFP to which they intend to respond. MassCEC accepts no liability and will provide no accommodation to Applicants who submit an application based on an out-of-date RFP document.

CONTRACT REQUIREMENTS

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

PLEASE NOTE: as a consequence of ARPA funding, there are federal pass-through requirements in the Sample Agreement in Attachment B that are unique to ARPA funding. Applicants are strongly encouraged to review all relevant provisions in the Sample Agreement in Attachment B.

Medium- and Heavy-Duty Mobile Charging Solutions (the "RFP")

The undersigned is a duly authorized representative of the Applicant named below. The undersigned has read and understands the RFP requirements and acknowledges and confirms that the Applicant and each member of its team has read and understands the RFP Requirements. The undersigned acknowledges and agrees that all of the terms and conditions of the RFP are mandatory.

The undersigned and each Applicant and each member of its team acknowledges and agrees that (i) all materials submitted as part of the application are subject to disclosure under the Massachusetts Public Records Law, as explained in the RFP; (ii) that the Massachusetts Clean Energy Technology Center ("MassCEC") has no obligation, and retains the sole discretion to fund or choose not to fund the application set forth herein; and (iii) that MassCEC's receipt of the application does not imply any promise of funding at any time.

The undersigned and each member of the Applicant's team understands that, if the Application is selected by MassCEC pursuant to this RFP, the Applicant will execute and deliver an agreement to be provided by MassCEC that shall set forth the terms and conditions, together the respective roles and responsibilities of the Applicant, and each member of its team, and MassCEC, with respect to the project described in the RFP.

I certify that the statements made in this Application, including all attachments and exhibits, are true and correct.

Applicant: _____

(Printed Name of Applicant)

By: _____

(Signature of Applicant or Authorized Representative)

Title: _____

Date: _____

ATTACHMENT B: SAMPLE AGREEMENT

AGREEMENT FOR SERVICES

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

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

WHEREAS, [use as many clauses as necessary];

WHEREAS, MassCEC has been allocated certain funding made available to the Commonwealth of Massachusetts through the American Rescue Plan Act of 2021 (“ARPA”);

WHEREAS, MassCEC has determined it will ARPA funding in support of the [name of program] (the “Program”); and

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

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

1. **Scope of Services:** Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 1 attached hereto (the “Services”), which exhibit is incorporated by reference. This Agreement shall apply to all Services provided from time to time by Contractor to MassCEC during the Term, as defined below. Contractor shall perform the Services in accordance with schedule in Exhibit 1 (the “Schedule”). Contractor shall submit quarterly reporting to MassCEC regarding the Services in a manner and format prescribed by MassCEC, at MassCEC’s sole discretion.
2. **Deliverables: Contractor** shall provide all deliverables described in Exhibit 1 (the “Deliverables”).
3. **Payment; ARPA Restrictions; Recission:**
 - a. **FIXED FEE:** MassCEC shall pay Contractor an aggregate amount of up to \$[fill in AMOUNT] (the “Fee Amount”) to perform the Services. The Fee Amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement.] **HOURLY FEE:** MassCEC shall pay Contractor at the hourly rate of \$[fill in AMOUNT] per [fill in AMOUNT OF TIME] to perform the Services. Such payments shall not exceed \$[fill in AMOUNT] in total (the “Fee Amount”). The Fee Amount shall be the sole and complete compensation for Services performed by Contractor under this Agreement. The source of the Fee Amount is ARPA, which allocated certain fiscal recovery funds to the Commonwealth, and, in accordance with ARPA, the U.S. Department of Treasury’s regulations and other requirements, additional terms and conditions to this Agreement required pursuant to ARPA are identified in the addendum to this Agreement attached as

Exhibit 3. The addendum at Exhibit 3 is subject to change if MassCEC determines, in its sole discretion, that revisions are required to maintain compliance with rules, regulations, and provisions for contracts involving ARPA funds.

- b. Contractor shall enroll in MassCEC's Automated Clearinghouse ("ACH") system to receive payment by completing the ACH enrollment form attached to this Agreement in Exhibit 2 and submitting it to AP@masscec.com at or before the submission of their first invoice. Any changes to the information in the ACH form must be submitted to AP@masscec.com through an updated ACH enrollment form within thirty (30) days of any such change.
- c. Contractor shall submit to MassCEC reasonably detailed invoices [**each quarter/each month**] describing the Services rendered during the invoice period, and such invoices shall become payable within forty-five (45) days of receipt by MassCEC. Invoices shall provide reasonable documentation of evidence of costs incurred including, but not limited to:
 - i. [**IF APPLICABLE**] Staff Charges: staff charges for each employee, the employee's name, title, number of hours worked, and hourly rate; and
 - ii. [**IF APPLICABLE**] Direct Materials/Other Direct Costs: all direct materials and other direct costs, itemized.

Contractor shall promptly provide MassCEC with any additional documentation or information upon MassCEC's reasonable request.

4. Contractor acknowledges that the Fee Amount is comprised, in part, of funds from ARPA, and that pursuant to restrictions imposed by ARPA, in no event shall Contractor be entitled to receipt of payment from MassCEC after **December 31, 2026** for Services rendered pursuant to this Agreement. In order to facilitate disbursement of the Fee Amount in a timely fashion, in no event shall Contractor be permitted to submit invoices to MassCEC seeking reimbursement for Services rendered hereunder after **July 1, 2026**.
 - a. If Contractor materially breaches any term of this Agreement, in addition to the ability to terminate this Agreement in its entirety as set forth in Section 9, MassCEC shall have the right to:
 - i. Suspend or terminate disbursement of the Fee Amount in whole or in part;
 - ii. Require Contractor to repay any portion of the Fee Amount not obtained or expended in substantial compliance with this Agreement; or
 - iii. Exercise any other right or remedy available to MassCEC, including, without limitation, at law or in equity.

Notwithstanding the foregoing, Contractor shall have the opportunity to cure such breach within thirty (30) days of the breach and if Contractor does so, MassCEC shall not exercise the rights identified above.

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

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

7. **Contractor’s Representations, Warranties, and Certifications:** As of the Effective Date of this Agreement, Contractor hereby represents, warrants, and certifies under the pains and penalties of perjury as follows:
 8. Contractor is duly authorized to enter into this Agreement.
 9. Contractor and all personnel to be employed or engaged by Contractor under this Agreement (“Project Personnel”) are fully capable and qualified to perform the Services and Contractor's other obligations under this Agreement and have obtained all requisite licenses and permits to perform all of the Services.
 - a. Contractor and its Project Personnel are familiar with, and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders, or requirements of the Commonwealth and other governmental authorities applicable to or implicated by the subject matter of this Agreement.
10. Contractor and its employees are independent contractors of MassCEC, and not employees, partners, or joint-venturers of MassCEC. Contractor will be solely responsible for withholding and

paying all applicable payroll taxes of any nature and imposed by any authority, including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to worker's compensation, codified at M.G.L. c. 152.

11. Contractor certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the term of this Agreement. CONTRACTOR ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Contractor will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Contractor's responsibility and shall not relieve Contractor of any responsibility to MassCEC.
 - a. Contractor agrees to comply with all applicable federal and state and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.
 - b. Contractor represents and warrants that all of Contractor's Project Personnel are eligible to work in the United States at the time of execution of this Agreement and that Contractor shall comply with its continuing obligation to ensure such status for the Term.
 - c. Contractor agrees and acknowledges that MassCEC is relying upon Contractor to provide the Services in a competent, complete, and professional manner, and, accordingly, Contractor performance under this Agreement shall be conducted with due diligence and in accordance with the highest industry standards of professionalism and competence.
 - d. Contractor is registered and in good standing with the Secretary of the Commonwealth of Massachusetts's Office.
 - e. Contractor shall not enter into an agreement with any subcontractor or vendor listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts' Division of Capital Asset Management and Maintenance, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General, and the Federal Government (collectively, the "Lists") for any portion of the Services to be funded utilizing funding paid hereunder by MassCEC. Contractor shall review the Lists before entering an agreement with any contractor or vendor associated with the Services.

- f. There are no actions, suits, proceedings, adverse findings or investigations pending or, to the knowledge of the Contractor or its Subsidiaries (as defined below), threatened, anticipated or contemplated (nor, to the knowledge of the Contractor or its Subsidiaries, is there any basis therefor) against or affecting the Contractor or its Subsidiaries before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which could prevent or hinder the consummation of the transactions contemplated hereby or call into question the validity of this Agreement, any of the related documents or any other instrument provided for or contemplated by this Agreement or any action taken or to be taken in connection with the transactions contemplated hereby or thereby. As used in this Agreement, the term “Subsidiary” means any corporation or other entity of which the Contractor and/or any of its Subsidiaries directly or indirectly owns, or has the right to control or direct the voting of, fifty percent (50%) or more of the outstanding capital stock or other ownership interest having general voting power (under ordinary circumstances) or any non-stock corporation or other entity without capital stock as to which Contractor and/or any Subsidiary of Contractor constitutes a majority of the members or holds a majority of the voting power.
- g. Contractor and its Subsidiaries are not in violation of any material term of their Charters, bylaws or other organizational documents as now in effect. Contractor and its Subsidiaries are not in violation of any material term of any mortgage, indenture, judgment, decree or order, or any other material instrument, contract or agreement applicable to Contractor or its Subsidiaries the violation of which would be reasonably likely to have a material adverse effect on Contractor.
- h. Contractor has not received financial assistance from the Federal Government, or any other office, agency, or instrumentality of the Commonwealth, or any municipality or subdivision thereof related to the Project such that Contractor would be receiving a duplication of the benefit received through the Fee Amount and the total assistance received by Contractor in addition to the Fee Amount to complete the Services exceeds Contractor’s total need to complete the Services.
- i. Contractor is prohibited from using any portion of the Fee Amount for: (i) rain day funds; (ii) pension funds; (iii) debt service; or (iv) any activity which could be construed as undermining efforts to stop the spread of COVID-19. Contractor shall maintain financial records relating to the receipt and expenditure of the Fee Amount in accordance with the terms of this Agreement for a period of seven (7) years from receipt of final payment hereunder.

12. Project Managers:

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

For Contractor:

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

For MassCEC:

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

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

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

14. **Termination:**

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

15. **Assignment and Subcontracting:** MassCEC may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of MassCEC's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the

prior written consent of MassCEC, nor shall Contractor subcontract any services to anyone without the prior written consent of MassCEC.

16. **Conflicts of Interest:** Contractor acknowledges the application of the Commonwealth's Conflict of Interest Law, codified at M.G.L. c. 268A to the subject matter of this Agreement and that Contractor's Project Personnel, and Contractor's subcontractor's personnel, if any, may be considered "special state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Commonwealth's Conflict of Interest Law.
17. **Audit:** Contractor shall maintain books, records, and other compilations of data pertaining to its activities pursuant to this Agreement to the extent and in such detail as to properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not expressly permitted under this Agreement, Contractor shall refund to MassCEC the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.
18. **Indemnification:**
 - a. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Contractor, its officers, directors employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Contractor, its officers, directors, employees, agents, subcontractors, or assigns. Without limiting the foregoing, Contractor shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed due to the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees, subcontractors, or assigns.

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

19. Confidentiality:

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

required in connection with the fulfillment of Contractor's obligations hereunder, or (B) as otherwise directed by MassCEC in connection with a disclosure request under M.G.L. c. 66 (the "Public Records Law"), a request for discovery, subpoena, court, or administrative order or other compulsory legal process, disclosure requirement or request relating to such Confidential Information;

- ii. Not at any time, whether during or after the termination of this Agreement, use any Confidential Information for Contractor's direct or indirect financial or other benefit or for the benefit of any Person related to or affiliated with Contractor or with whom Contractor is now or hereafter associated, other than MassCEC, nor will Contractor use or attempt to use any Confidential Information in any manner which could reasonably be expected to injure or cause loss, whether directly or indirectly, to MassCEC or any applicable third party;
 - iii. In the event that Contractor (or any of its agents, officers, directors, employees, or subcontractors) is questioned about Confidential Information by anyone who has not demonstrated to Contractor that it is authorized to receive or have access to such Confidential Information, or is asked to provide Confidential Information to any such Person, Contractor agrees to promptly notify MassCEC and respond to the inquirer in accordance with MassCEC's instructions; and
 - iv. Not at any time, whether during or after the termination of this Agreement, reproduce any materials containing Confidential Information except to the extent necessary to perform Contractor's obligations under this Agreement, nor make or use (or permit any of its agents, officers, directors, employees, or subcontractors to use) any materials other than in connection with the performance of Contractors' obligations under this Agreement and for the benefit of MassCEC, it being understood and agreed that all materials are, shall be and shall remain the sole and exclusive property of MassCEC, and immediately upon the termination of the Agreement for any reason, Contractor shall deliver all copies of MassCEC's confidential materials and all other property of MassCEC in its direct or indirect possession or control to MassCEC, at its main office. In addition, Contractor shall, upon termination of the Agreement, within ten (10) days, return all materials and Confidential Information, held by Contractor as data stored on computers, floppy disks, CD-ROMs, or other electronic media.
- d. Contractor shall collaborate directly with MassCEC to prepare any public statement, media strategy, webpage update, or announcement relating to or bearing on the work performed or data collected under this Agreement, or to prepare any press release or for any news conference in which MassCEC is concerned or discussed. The aforementioned includes, but is not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relate to this Agreement or MassCEC.

- e. Notwithstanding the foregoing, Contractor is hereby notified that in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. Sec. 1833(b)), as amended, Contractor will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

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

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

- [fill in as necessary]

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

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

21. **Tax Forms:** MassCEC will record payments to Contractor on, and provide to Contractor, a United States Internal Revenue Service (“IRS”) Form 1099, and MassCEC will not withhold any state or federal employment taxes on Contractor’s behalf. Contractor shall be responsible for paying all such taxes in a timely manner and as prescribed by law. Contractor shall provide MassCEC with a properly completed IRS Form W-9 (the “W-9”). Failure to provide the W-9 shall be grounds for

withholding payment until such W-9 is received. The W-9 must be emailed to AP@masscec.com. For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to AP@masscec.com.

22. Choice of Law:

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

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

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

25. Severability: Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.

26. Amendments and Waivers: MassCEC may amend Section 15 (without any action by Contractor) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 8. Except as provided in the immediately preceding sentence, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of

the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.

27. **Force Majeure:** Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.
28. **Binding Effect, Entire Agreement:** This Agreement shall be binding on the Parties and their respective successors and permitted assigns and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no Person shall be regarded as a third-party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:
- a. Exhibit 1: Scope of Services
 - b. Exhibit 2: ACH Enrollment Form
 - c. Exhibit 3: Coronavirus State Fiscal Recovery (FRF) Contract Addendum

- i. Attachment D – Commonwealth of Massachusetts – Standard Form Contract
- ii. Attachment E – Commonwealth Terms and Conditions

[Rest of Page Intentionally Blank]

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

Massachusetts Clean Energy Technology Center

[Contractor Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID No.: _____

Exhibit 1
SCOPE OF SERVICES: Project Plan, Deliverables, and Schedule

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

EXAMPLE TABLE

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

Exhibit 2 – ACH Enrollment Form
Please submit completed form to AP@masscec.com

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

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

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

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

Part V: Authorization

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

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

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

I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

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

Account Holder Authorized Signature	Print Name
Title	Date

Exhibit 3
Coronavirus State and Local Fiscal Recovery Fund (FRF) Contract Addendum
(Assistance Listing Number 21.027)

Notice: The agreement (“Contract”) between **[INSERT GRANTEE]** (“Contractor”) and the Massachusetts Clean Energy Technology Center (“MassCEC”) to which this addendum is attached or otherwise incorporated is funded, in whole or in part, using federal assistance provided to the Commonwealth of Massachusetts by the U.S. Department of the Treasury under Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”), which established the Coronavirus State Fiscal Recovery Fund (“FRF”).

In accordance with ARPA, the U.S. Department of the Treasury’s regulations implementing the FRF (31 CFR Part 35), the [Award Terms and Conditions](#), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, the following terms and conditions apply to the Grantee in connection with its performance of the Contract.

These terms and conditions are in addition to, and in no way limit or alter, the other terms, conditions, rights, and remedies set forth in or applicable to the Contract, including those set forth in the Commonwealth of Massachusetts Standard Contract Form (attached to this addendum as [Exhibit 1](#)) by and between MassCEC and the Executive Office for Administration and Finance, and Commonwealth Terms and Conditions (attached to this addendum as [Exhibit 2](#)). In the event of any conflict among the requirements applicable to the Contract, the most stringent requirements will apply.

1. Eligible Costs.

- a. The Contractor agrees to incur only those costs that are necessary, reasonable, and directly allocable for the purpose of completing the contracted project or program.
- b. Indirect costs are not an eligible use of funds received under this Contract.
- c. Costs may be incurred only during the period of this Contract.

2. Financial Management.

- a. Contractor may not deviate significantly from its established policies and practices regarding the incurrence of costs.

3. Suspension and Debarment (Executive Orders 12549 and 12689).

- a. This Contract is funded through payments received by the Commonwealth of Massachusetts from the FRF. FRF funds are subject to 2 CFR Part 200 and U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 19. The Contract is a covered transaction for purposes of such regulations.
- b. As such, the Contractor is required to verify, and by executing this Contract the Contractor hereby certifies, that neither it nor any of the Contractor’s principals are excluded, disqualified, or otherwise ineligible (as such terms are defined at 31 CFR Part 19, Subpart I) for participation in a covered transaction. Such parties are ineligible if listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with 2 CFR Part 180 and U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 19 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.”

- c. The Contractor must comply with 31 CFR Part 19, subpart C, and shall include a requirement to comply with these requirements in any lower tier covered transaction it enters under this award.
- d. The Contractor shall have an ongoing duty during the term of this Contract to disclose to MassCEC on an ongoing basis any occurrence that would prevent the Contractor from making the certifications contained in this Section 4. Such disclosure shall be made in writing to MassCEC within five (5) business days of when the Contractor discovers or reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by MassCEC. If it is later determined that the Contractor did not comply with 31 CFR Part 19, subpart C, in addition to remedies available to MassCEC, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216).

- a. Pursuant to 2 CFR §200.216, MassCEC is prohibited from using FRF funds to procure, obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. As described in Public Law 115-232, section 889, “Covered telecommunications equipment or services” is:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; and
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- c. The Contractor agrees that it shall not provide covered telecommunications equipment or services in the performance of this Contract.
- d. A compilation of prohibited telecommunications and video surveillance equipment and services entities may be found in the System for Award Management (SAM) excluded parties list.

5. Reporting Program Performance

- a. Contractor is responsible for the collection of performance information for services under this Contract in a format and using metrics defined by MassCEC.
- b. Contractor is responsible for the submission of such performance reports to MassCEC as required by the federal government.
- c. Contractor is responsible for the submission of such performance reports to MassCEC as required by the Commonwealth of Massachusetts, the Federal Funds Equity and Accountability Review Panel, the Massachusetts State Auditor, and the Massachusetts Inspector General.
- d. Contractor acknowledges that performance information for services under this Contract will be displayed publicly on a website published by the Commonwealth as required by Chapter 288 of the Acts of 2020, Chapter 102 of the Acts of 2021, and other related laws.
- e. Contractor shall take all reasonable steps necessary to protect personally identifiable information collected during the performance of services required by this Contract and prevent the submission or publication of such information.

6. **Remedies for Contract Violation.** Should the Contractor violate any of the terms of the Contract, MassCEC may pursue all available administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** To the extent the Contract involves the employment of mechanics or laborers (as defined in 29 CFR Part 5 and including watchmen and guards) for any part of the contract work, the Contractor agrees to the following terms:

- a. *Overtime requirements.* The Contractor shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* MassCEC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined

to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. *Records.* The Contractor shall maintain payrolls and basic payroll records during the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of MassCEC and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

e. *Subcontracts.* The Contractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

8. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Contractor agrees to report each violation to MassCEC and understands and agrees that MassCEC will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include the above requirements in each subcontract exceeding \$150,000 financed in whole or in part with FRF funds.

9. Other Federal Environmental Laws and Regulations. The Contractor shall comply with all other applicable federal environmental laws and regulations.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into or amended. The making of this certification is a prerequisite for entering into or amending this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Non-Discrimination. The Contractor shall comply with all applicable federal laws and regulations prohibiting discrimination including, without limitation, the following:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Department of the Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12. Publications. To the extent the Contractor is authorized or directed to produce publications pursuant to this Contract, any such publications produced with FRF funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP1025 awarded to the Commonwealth of Massachusetts by the U.S. Department of the Treasury."

13. Maintenance of and Access to Records.

a. The Contractor shall maintain records pertinent to the Contract in a manner consistent with 2 C.F.R. § 200.334.

b. The Contractor shall make available to MassCEC, the U. S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability

Office, or any of their authorized representatives any documents, papers, or other records, including electronic records, of the Contractor that are pertinent to the Contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

16. Subcontractors. To the extent the Contractor is permitted and intends to utilize subcontractors under the Contract, the Contractor agrees to incorporate all relevant provisions of this addendum into its written agreement with the subcontractor.

Attachment D
Commonwealth of Massachusetts – Standard Form Contract

(See Attached)

Attachment E
Commonwealth Terms and Conditions

(See attached)