

# Request for Proposals: EmPower Massachusetts Program Evaluation EMP-03

# Date of Issue: March 10, 2025 Proposals Due: April 14, 2025, by 11:59 pm Eastern Time

Total Funding Available: Up to \$250,000

All proposals must be submitted to: <u>ecleveland@masscec.com</u>

## DEFINITIONS

For the purposes of this RFP and in accordance with the Program goals, MassCEC includes the following program definitions.

- **Priority Groups**. Contains three primary groups:
  - "Environmental Justice Populations" as defined by the Massachusetts Department of Energy and Environmental Affairs (EEA) Environmental Justice Policy. <u>https://www.mass.gov/doc/environmental-justice-policy6242021-update/download</u>.
  - Renters (primarily residential).
  - Communities or individuals disproportionately impacted by the COVID-19 pandemic, by the fossil-fuel based energy system, or other environmental hazards (e.g., air quality or heat).
- **Capacity building**. Efforts to increase the capacity of an organization to better fulfill its mission or broaden its impact. This may be done by (though is not limited to) hiring/increasing staff, offering training opportunities, or providing technical support.
- Clean energy. For the purposes of this RFP, "clean energy" is defined as technologies that generate renewable energy (e.g., solar PV, solar thermal), provide electrification opportunities (e.g., air source heat pumps), or reduce energy usage/load (e.g., energy efficiency). Other methods, practices, or measures that reduce greenhouse gas emissions (GHG) or improve resiliency may also be considered "clean energy" for purposes of this RFP if they have a connection to clean energy (e.g., green infrastructure, battery storage). Access to the benefits of clean energy could take the form of direct adoption of clean energy (e.g., installing solar PV on your roof), or it may take a less direct form (e.g., utility bill savings through participating in a community solar project).
- Energy burden. Percentage of gross household income spent on energy costs.
- Federally Recognized and State-Acknowledged Tribes. Defined by the U.S. Department of the Interior Bureau of Indian Affairs as an American Indian or Alaska Native tribal entity that is recognized as having a government-to-government relationship with the United States, with the responsibilities, powers, limitations, and obligations attached to that designation, and is eligible for funding and services from the Bureau of Indian Affairs. Massachusetts' Commission on Indian Affairs (MCIA) assists Native American individuals, tribes, and organizations in their relationship with state and local government agencies, and more information can be obtained from their website and office support line.

#### I. SUMMARY

EmPower Massachusetts offers multiple stages of investment in communities and community-based organizations so that they can explore, develop, and implement program models or projects that provide access to the benefits of clean energy for previously underserved populations. The EmPower program crowd-sources new and innovative ideas, then helps put them into action. After three years, three completed funding cycles (and a fourth in progress), 142 awarded projects that are active, and 41 completed projects, the EmPower Program is well-positioned for an outcome evaluation aimed at understanding the early lessons learned across both Innovation & Capacity Building and Implementation grants. Findings from the evaluation can improve program success, inform state energy and environmental justice policy, and further knowledge on effective efforts (e.g., materials, practices, approaches) in fostering the energy transition in environmental justice communities.

MassCEC seeks a qualified contractor or team of qualified contractors to conduct an early-stage outcome program evaluation of the <u>EmPower Massachusetts Program</u>, hereafter the "Contractor." The Applicant should send any questions on the RFP to the Director of Special Projects, Elizabeth Cleveland <u>ecleveland@masscec.com</u>; please CC Cat Foley, Deputy Managing Director of Accelerating Decarbonization, <u>cfoley@masscec.com</u>. All email communication should include, "EmPower Evaluation RFP EMP-03." MassCEC will post questions and responses on the MassCEC website; all questions will be posted anonymously. To apply, the Applicant must provide an **anticipated budget**, **up to**, **but not exceeding \$250,000**, with the application (see "Proposal Requirements" below). MassCEC encourages teaming arrangements to meet the RFP's expertise and eligibility requirements (see "Eligibility" below).

#### Proposals are due April 14, 2025, by 11:59 pm Eastern Time.

## **II. ABOUT MASSCEC**

The Massachusetts Clean Energy Technology Center (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 benefits to energy users and utility customers across the state.

MassCEC's mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth's climate goals, advancing Massachusetts' position as an international climate leader while growing the state's clean energy economy. MassCEC is committed to creating a diverse, equitable, and inclusive organization where everyone is welcomed, supported, respected, and valued. We are committed to incorporating principles of diversity, equity, inclusion, and environmental justice in all aspects of our work 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. EMPOWER PROGRAM BACKGROUND

The goals of the <u>EmPower Massachusetts Program</u> are to empower communities, organizations, and stakeholders to:

- Identify innovative solutions for increasing access to the benefits of clean energy and/or reducing energy burden to Priority Groups.
- Implement innovative solutions and continue long-term engagement strategies in Priority Groups.
- Increase organizational capacity to support long-term ability to identify and implement these solutions.

Through the Program, MassCEC also has several other objectives:

- Facilitate communication and relationships between interested and/or participating organizations or individuals.
- Inform participants about relevant opportunities or programs at MassCEC or from other agencies.
- Deepen MassCEC's relationships with community-based organizations and other organizations or individuals with a demonstrated history working with Priority Groups.
- Create and maintain an inclusive process and program structure that supports Priority Groups and Federally Recognized and State Acknowledged Tribes.
- Lower barriers to access clean energy or other environmental justice related grant opportunities, including education on clean energy and barriers to accessing clean energy.
- Utilize stakeholder engagement and program outcomes to inform future programming and policy.

To achieve these goals and objectives the Program offers two funding opportunity types:

- 1. Innovation & Capacity Building Grants. Early stage, seed funding for:
  - a. The exploration, development, or refinement of innovative ideas for potential program models or projects.
  - b. Building organizational capacity of local organizations to conduct community-based programs or projects.
- 2. Implementation Grants. Funding for innovative place-based (e.g., within a Municipality or specific neighborhood) or network-based (e.g., a statewide membership organization) local programs or projects that increase access to the benefits of clean energy and/or reduce energy burden to underserved or vulnerable population Priority Groups and are ready for implementation.

Since 2022 the Program has made <u>142 awards</u>, 51 Innovation & Capacity Building Grants and 91 Implementation Grants, and engaged over 200 communities, organizations, and individuals on these projects. To date the Program has completed 41 of the 142 awards, and while approaches can vary widely, projects generally fall into four broad categories:

• **Decarbonization & Retrofit Planning; Technical Assistance Models.** Projects focus on holistic retrofits of buildings including energy efficiency upgrades, clean energy, and electrification.

Technical assistance models provide technical assistance such as assessments or feasibility studies.

- Education & Outreach Campaigns; Energy Coaching. Projects are launching outreach or adoption campaigns focused on clean energy education and/or utilizing Energy Coaches or Ambassadors to guide the process.
- Net-Zero Grid; Energy Democracy. Projects use a variety of exploratory models to increase energy access, such as shared or community-owned solar PV, innovative financing models, resiliency hubs, or microgrids.
- Workforce Development & Formal Education. Projects focus on providing job training and mentorship within the clean energy sector.

## PROGRAM DATA

EmPower Program staff utilize spreadsheets to consolidate data across programs presented in a quarterly internal program check-in. These check-ins include output metrics summarizing the number of awards, dollars spent, types of grants, and program activities. Staff also consolidate key observations, project highlights and accomplishments, grantee spotlight stories, reflections on projects completed, and recent program feedback from grantees during these check-ins.

In addition to internal spreadsheets, project data are presented on the <u>EmPower Awardees and Projects</u> website and the StoryMap on the <u>EmPower main site</u>. The StoryMap contains grantee project overviews, which include partners, project descriptions and grantees' applications. Additionally, the Program collects information in project progress reports from grantees and requires delivery of final reports at project conclusion. Most of the detailed project information is in the grantee applications and progress and final reports. The Program does not have a standard set of metrics across project grantees as the nature of projects varies widely (as noted above). Instead, the Program asks grantees to provide suggested metrics to track and report on throughout the course of their project. To date, the program has consolidated some metrics information across projects to document basic project outputs, but this is not comprehensive, and the program has not systematically evaluated project outcomes.

## IV. EVALUATION PURPOSE

After three years, three completed funding cycles (and a fourth in progress), 142 awarded projects that are active, and 41 completed projects, the EmPower Program is well-positioned for an outcome evaluation aimed at understanding the early lessons learned across both Innovation & Capacity Building and Implementation grants. Findings from the evaluation can improve program success, inform state energy and environmental justice policy, and further knowledge on effective efforts (e.g., materials, practices, approaches) in fostering the energy transition in environmental justice communities.

MassCEC includes several illustrative evaluation questions below:

- 1. What projects were most successful in meeting the goals and objectives of the EmPower program?
  - a. What barriers did these projects attempt to address?
  - b. What are the other characteristics of implementing organizations, projects, and target communities?

- c. What were the approaches, technologies, innovations, practices, partnerships, materials, etc., that the projects utilized?
- d. What are the costs associated with implementing project components (e.g., training costs, technical assistant costs, outreach costs, etc.)?
- e. What are the lessons learned from these projects that could be shared with others?
- f. What barriers or challenges remain under addressed, or unaddressed?
- 2. What findings have implications regarding the Commonwealth's overall approach to environmental justice programming or policy (e.g., Mass Save Community First Partnership, Department of Energy Resources programs, etc.)?
- 3. What project approaches or project types have the potential for scaling?
  - a. What opportunities exist for scaling locally or regionally?
  - b. How could the project be scaled across the state?
    - i. What entity (or entities) are best positioned to implement a state-scale program?
- 4. What might be the best methods for sharing and disseminating information from this evaluation with EmPower grantees or the environmental justice ecosystem?
- 5. What could be done to maintain or improve the EmPower Program?

The Contractor will work with MassCEC to refine and finalize the evaluation questions as part of the evaluation plan; see Scope of Work section below for additional information.

## V. ELIGIBILITY

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

- Mixed-methods evaluation design and implementation experience working with federal, state, or local energy, environmental, or community development programs.
- Ability to identify relevant metrics across diverse project types.
- Experience conducting interviews, surveys, focus groups, and/or other qualitative research methods.
- Meeting facilitation with and across various stakeholders.
- Analyses of qualitative and quantitative data from new and existing data sources.
- Ability to effectively communicate with the targeted users and audiences, including development of communication materials using data visualization best practices.

Additionally, the successful Applicant to this RFP will demonstrate:

 Flexibility and ability to solve problems with a specific ability to offer recommendations to continue and/or improve program success, inform state energy and environmental justice policy, and further knowledge on effective efforts in fostering the energy transition in environmental justice communities.

- 2. Demonstrated experience with environmental justice initiatives, community-focused programs, and/or clean energy initiatives.
- 3. Sensitivity to the Program's principles (e.g., empowerment, participatory action, capacitybuilding).
- 4. Familiarity with MassCEC and its partners.

## VI. ESTIMATED TIMELINE

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

Task	Due Date
Release of RFP	March 10, 2025
Questions due to MassCEC via email to Elizabeth Cleveland, ecleveland@masscec.com	March 24, 2025
Questions with Answers Posted to MassCEC Website	March 31, 2025
Proposals Due	April 14, 2025
Notification of Award	May 13, 2025

## VII. SCOPE OF WORK

MassCEC anticipates the Contractor will conduct several tasks associated with the evaluation.

- Task 1. Project Administration and Meetings. The Contractor will be responsible for working
  with the MassCEC project team to coordinate and schedule meetings including the project kickoff meeting and regular check-in meetings (such as weekly or bi-weekly, but to be determined at
  project kick-off meeting and adjusted throughout the timeframe of the evaluation as needed),
  take meeting minutes, and track and report progress on project implementation. Anticipated
  deliverables include,
  - Meeting agendas sent the working day prior to check-in meetings.
  - Brief meeting minutes including description of follow-on tasks and owner of each task.
  - Monthly status report including a progress tracking mechanism (to be submitted with monthly invoice).
  - Any other ad-hoc project administration tasks as agreed upon by MassCEC and the Contractor.
- Task 2. Program Evaluation Plan. The plan should include a final set of evaluation questions, proposed metrics, data sources, data collection approaches including any proposed data collection efforts (e.g., interviews, surveys, focus groups, etc.) and associated targets (i.e., names of interviewees, organizations etc.), data management approach (including quality assurance processes), data analysis and interpretation plan, anticipated products from the evaluation, and finally the proposed evaluation timeline.<sup>1</sup> Anticipated deliverables include,
  - Draft Evaluation Plan, inclusive of draft data collection instruments (e.g., interview guide, survey instrument, etc.).

<sup>&</sup>lt;sup>1</sup> Applicants should consider relevant metrics from EPA's Flexible Framework for Measurement of EPA's Community-Based Initiatives. Available at: <u>https://www.epa.gov/system/files/documents/2022-07/community-based-measurement-framework.pdf</u>.

- Final Evaluation Plan with final data collection instruments. The contractor shall present a revised evaluation plan based on feedback from MassCEC.
- **Task 3. Data Collection**. The Contractor will implement the program evaluation plan from Task 2, working with MassCEC where needed to ensure access to relevant data sources and that the data collection targets are responsive to the Contractor's requests. Anticipated deliverables include,
  - Status updates on data collection progress. If barriers to proposed data collection approach emerge, the Contractor will propose an alternative plan.
- Task 4. Data Cleanup and Analysis. The Contractor will complete relevant data analysis associated with the data sources and data collection from Task 3. Anticipated deliverables include,
  - Cleaned data sets for analysis based on data sources and data collection in Task 3 (e.g., interview notes compilation, survey results, etc.).
- **Task 5. Findings, Reporting, and Recommendations**. The Contractor will work with MassCEC and other relevant stakeholders (e.g., community-based organizations) to aid in findings interpretation and develop relevant reporting materials. Anticipated deliverables include,
  - Initial findings presentation to guide a discussion with MassCEC and relevant stakeholders.
  - Draft evaluation report and recommendations; this may but is not limited to recommendations for program improvement, increased effectiveness in environmental justice communities, and outreach and communication approaches. The final report should be short in length, emphasize readability using plain language, and integrate best practices in data visualization.
  - Final evaluation report and recommendations. The contractor shall present a revised evaluation report based on feedback from MassCEC.
  - Compendium of successful resources and materials from EmPower grantees that may aid other EmPower grantees.
  - Draft and final communication tools for specific stakeholder groups, including but not limited to grantees or potential grantees. This may include website text, one-pagers, best practices guide, social media content, emails, or other communication methods intended to reach relevant audiences.

MassCEC seeks to complete this work in a timely manner, with the goal of finalizing the evaluation 6 months after the initial project kickoff.

## VIII. HOW TO APPLY

To respond to this RFP, please submit a complete application. The submission must be in the form of a single PDF file, including all relevant attachments, sent by email to <u>ecleveland@masscec.com</u>. Please also CC Cat Foley, Deputy Managing Director of Accelerating Decarbonization, <u>cfoley@masscec.com</u> "EmPower Evaluation RFP EMP-03" should appear in the email subject line.

Submissions must include the following:

- I. Cover page.
- II. Applicant's Signature and Acceptance Form (Attachment A).
- III. Proposal (see the Proposal Requirements below).

- IV. Reviewed and revised copy, with all revisions clearly marked using Track Changes, of the Sample Agreement (Attachment B).
- V. Team Member Resumes (as an appendix).
- VI. Supplemental materials (i.e., Diversity, Equity, & Inclusion (DEI) statement (Attachment C), prior work examples, as optional appendices).

Please include a summary of you or your organization's commitment to DEI and/or environmental justice principles, or experience working with the Priority Groups. 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 environmental justice principles or working with Priority Groups, see Attachment C.

The total compensation shall be up to a maximum of \$250,000, including any subcontractors or other direct or indirect costs. The Contractor will submit a monthly invoice reflecting time and material costs that includes a monthly status report summarizing key activities that occurred associated with each Task outlined above.

No additional materials shall be submitted. Any additional materials will not be considered in the evaluation. MassCEC does not anticipate accepting responses past the deadline.

## PROPOSAL REQUIREMENTS

Submission packages must address all elements described above under Section VII. All proposals must contain the following parts, not exceeding the number of pages given.

- **Executive Summary** (1 page): A summary of the Applicant's organization, qualifications, and proposed approach to the work, and their proposed approach for working with MassCEC.
- **Statement of Qualifications** (3 pages): A statement of the qualifications, experience, and description of the Applicant, including:
  - A brief description of the organization(s) behind the proposal, including any proposed sub-contractors. Include date founded, history, size, project portfolio and information on companies' Massachusetts presence.
  - An explanation of why the proposed organization or team is the best qualified to perform the work from a technical and business perspective. Identify other organizational qualifications relevant to the proposed work including evaluation and environmental justice experience. Include examples of related past work, particularly related to evaluation of environmental, and/or community development programs and the status of those projects. Responses may include appendices with relevant supplemental material (see below).
  - Identification of key individuals who will be involved in the program and who will serve as the day-to-day lead. Provide one (1) to two (2) paragraph summaries of relevant technical and business expertise of these individuals. Submit resumes (as appendices) of all key applicant team members. Resumes should include education and experience that are relevant to the proposed work.
  - If applicable, list other MassCEC contracts awarded to the Applicant and/or any subcontractors in the past five (5) years.

- **Proposed Evaluation Approach** (4 pages): An initial evaluation plan outline for evaluating the EmPower program based on the information contained in this RFP and responses to questions submitted. Applicants should include:
  - Anticipated data sources, data collection approaches including any proposed data collection efforts (e.g., interviews, surveys, focus groups, etc.) and associated targets (i.e., interviewees, organizations etc.), data management approach (including quality assurance processes), and data analysis methods. Details on data collection efforts should include number of efforts, targets, goals, and length.
  - Anticipated travel or other expenses associated with data collection efforts.
  - Draft evaluation timeline.
  - If Contractor intends to use AI for any part of the project, including note taking during meetings, provide a clear description of the intended use of AI, with a description of how you will use MassCEC data and considerations related to safety and bias.
- Project Management Approach & Budget (3 pages): Responses must include a detailed budget based on the proposed evaluation approach, including information on rates of team members by categorical position, working on the project.<sup>2</sup> Where Applicants anticipate using outside expertise for a task, the Applicant should include estimated rates. Budgets may include a range of estimates, and applicants may propose several options based on their expertise and evaluation of MassCEC's needs. Budgets should include the following elements:
  - Estimate of minimum number of hours and minimum cost (per subrecipient, as applicable) for each task.
  - Loaded average hourly rate costs.
  - Travel costs for site visits including:
    - Cost per mile traveled (0-25, 25-50, 50-100, 100+ miles traveled).
    - Meal costs.
    - Personnel costs.
  - Total cost estimate for project scope. Applicants may provide a range of cost estimates based on proposed options.

Project management should include:

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

<sup>&</sup>lt;sup>2</sup> Please note that contractor rates are not considered confidential in the case of a public records request. Please see Section XII for additional information on the Massachusetts Public Records law.

# IX. SELECTION CRITERIA

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

Criteria	Guiding Questions	Points
Application Requirements	<ol> <li>Is the Application timely?</li> <li>Does the Application provide all the information requested in this RFP?</li> </ol>	5
	<ol><li>Does the Applicant plan to provide services commensurate with the services requested by MassCEC?</li></ol>	
	<ol><li>Does the Application meet all the requirements of the RFP?</li></ol>	
Overall Experience of Consultant Team & Demonstrated Results	<ol> <li>How relevant and extensive is the Applicant's experience in the field of work contemplated by this RFP?</li> </ol>	35
	6. What is the quality of the Applicant's performance on similar past assignments or its achievements related to the proposed work?	
	<ol> <li>Does the Applicant have proven and substantial experience working with Massachusetts-based Priority Group stakeholders?</li> </ol>	
	<ol> <li>Does the Lead Applicant and/or Project Partners have a clear commitment to advancing DEI and/or environmental justice principles?</li> </ol>	
Strategic Thinking/Planning Approach	<ol> <li>Does the Applicant demonstrate an understanding of the concepts and motivations underlying this RFP?</li> </ol>	35
	10. Are the proposed Evaluation and Management Approaches clear and reasonable?	
	11. Does the proposed Evaluation and Management Approaches meet MassCEC's requirements and goals described above?	
Budget Approach/Cost Effectiveness	12. Is the budget allocation reasonable and appropriate?	25
	13. Has the Applicant demonstrated effective and efficient delivery of quality services in relation to the allocated budget?	
	<ul><li>14. Has the Applicant demonstrated sufficient time resources and flexibility to provide the required services?</li></ul>	
	Total	100

## X. BUDGET

The Applicant must provide an anticipated budget, up to, but not exceeding \$250,000, with the application (see "Proposal Requirements" above). MassCEC will evaluate this budget and consider it with other criteria when selecting the winning proposal. The successful Contractor will be paid for time and materials costs as the Contractor delivers the agreed plan of work.

## XI. CONTACT INFORMATION FOR QUESTIONS

The Applicant should send questions on the RFP to the Director of Special Projects, Elizabeth Cleveland <u>ecleveland@masscec.com</u>. Please also CC Cat Foley, Deputy Managing Director of Accelerating Decarbonization, <u>cfoley@masscec.com</u>. The Applicant should send questions by March 24, 2025. MassCEC will post responses to questions on the RFP page no later than March 31, 2025 at 5 PM.

## XII. 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"). The 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 document, material, data or other information is exempt from or subject to public disclosure. Thus, MassCEC urges applicants to carefully consider what documents, materials, data and other information is submitted to MassCEC in connection with this RFP and to not submit any confidential information.

## 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 apply based on an out-of-date RFP document.

## CONTRACT REQUIREMENTS

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

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

## ATTACHMENT A: AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM

#### **RFP EmPower Evaluation (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 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 "<u>Agreement</u>"), effective as of [**Date – M/D/YYYY**], the ("<u>Effective Date</u>"), is by and between the **Massachusetts Clean Energy Technology Center** ("<u>MassCEC</u>"), an independent public instrumentality of the Commonwealth of Massachusetts (the "<u>Commonwealth</u>") 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]** ("<u>Contractor</u>") (each a "<u>Party</u>" and together the "<u>Parties</u>").

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

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

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

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

- Scope of Services: Contractor shall carry out all services reasonably contemplated by this Agreement and described in <u>Exhibit 1</u> attached hereto (the "<u>Services</u>"), 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 <u>Exhibit 1</u> (the "<u>Schedule</u>").
- 2. Deliverables: Contractor shall provide all deliverables described in Exhibit 1 (the "Deliverables").
- 3. Payment:
  - a. [FIXED FEE: MassCEC shall pay Contractor an aggregate amount of up to \$[fill in AMOUNT] (the "Fee Amount") to perform the Services. The Fee Amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement.]
  - b. Contractor shall submit to MassCEC reasonably detailed invoices [each quarter/each month] describing the Services rendered during the invoice period, and such invoices shall become payable within forty-five (45) days of receipt by MassCEC. Invoices shall provide reasonable documentation of evidence of costs incurred including, but not limited to:
    - i. **[IF APPLICABLE]** <u>Staff Charges</u>: staff charges for each employee, the employee's name, title, number of hours worked, and hourly rate; and

ii. **[IF APPLICABLE]** <u>Direct Materials/Other Direct Costs</u>: all direct materials and other direct costs, itemized.

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

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

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

- 6. Contractor's Representations, Warranties, and Certifications: As of the Effective Date of this Agreement, Contractor hereby represents, warrants, and certifies under the pains and penalties of perjury as follows:
  - a. Contractor is duly authorized to enter into this Agreement.
  - b. Contractor and all personnel to be employed or engaged by Contractor under this Agreement ("<u>Project Personnel</u>") are fully capable and qualified to perform the Services and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform any and all of the Services.
  - c. Contractor and its Project Personnel are familiar with, and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations,

ordinances, orders, or requirements of the Commonwealth and other governmental authorities applicable to or implicated by the subject matter of this Agreement.

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

## 7. Project Managers:

 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 "<u>Project Managers</u>").

> For Contractor: [First Name Last Name], [Title] ([phone number] / [email]@) For MassCEC: [First Name Last Name], [Title] ([phone number] / [email]@masscec.com)

- b. Contractor shall be required to obtain prior written approval from MassCEC to make any change to its Project Managers. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, in compliance with the notice provisions of Section 8.
- 8. Notice: Any notice hereunder shall be in writing and shall be sent either by (i) facsimile, email, or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager(s) listed in Section 7(a) at the address indicated in the preamble of this Agreement (or to such other address as a Party may provide by notice to the Party pursuant to this Section), and shall be effective (x) at dispatch, if sent by facsimile, email, or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, (z) if sent by first class mail, five (5) days after its date of posting.

## 9. Termination:

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

- **10.** Assignment and Subcontracting: MassCEC may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of MassCEC's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of MassCEC, nor shall Contractor subcontract any services to anyone without the prior written consent of MassCEC.
- 11. Conflicts of Interest: Contractor acknowledges the application of the Commonwealth's Conflict of Interest Law, codified at M.G.L. c. 268A to the subject matter of this Agreement and that Contractor's Project Personnel, and Contractor's subcontractor's personnel, if any, may be considered "special state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Commonwealth's Conflict of Interest Law.
- 12. Audit: Contractor shall maintain books, records, and other compilations of data pertaining to its activities pursuant to this Agreement to the extent and in such detail as to properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "<u>Retention Period</u>"). 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 Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not expressly permitted under this Agreement, Contractor shall refund to MassCEC the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.

#### 13. Indemnification:

a. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "<u>Covered Persons</u>") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "<u>Damages</u>") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Contractor, its officers, directors employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Contractor, its officers, directors, employees,

agents, subcontractors, or assigns. Without limiting the foregoing, Contractor shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed due to the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees, or subcontractors.

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

#### 14. Confidentiality:

- a. Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the Services in accordance with reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c. 66A implicated by the subject matter of this Agreement.
- b. In connection with the performance of the Contractor's Services, Contractor will be exposed to and have access to MassCEC's confidential and proprietary information and information that MassCEC's employees, applicants, consultants, affiliates, licensors, customers, vendors, and others have entrusted to MassCEC that may include, but is not limited to, trade secrets, know-how, or other intellectual property, financial, and commercial information, marketing and servicing information, costs, business affairs, future plans, employee compensation, employee personnel information, programs, databases, operations, and procedures (collectively, "<u>Confidential Information</u>") 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:

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

is not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relates to this Agreement or MassCEC.

- e. Notwithstanding the foregoing, Contractor is hereby notified that in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. Sec. 1833(b)), as amended, Contractor will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
- **15.** Public Records and CTHRU: As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Contractor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any document, material, data, or other information is exempt from or subject to public disclosure. Contractor agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Agreement.

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

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

## 17. Choice of Law:

a. This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in

any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney fees and costs incurred in connection with any action, proceeding, or arbitration hereunder.

- b. This Section shall not be construed to limit any other legal rights of the Parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing, and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests' pending completion of the arbitration proceedings.
- **18. Independent Status:** Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent between MassCEC and Contractor, its employees, agents, or officers.
- **19. Counterparts:** This Agreement may be executed in two (2) or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- **20. Severability:** Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.
- **21. Amendments and Waivers:** MassCEC may amend Section 15 (without any action by Contractor) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 8. Except as provided in the immediately preceding sentence, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.
- 22. Force Majeure: Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns. The

Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

- **23. Binding Effect, Entire Agreement:** This Agreement shall be binding on the Parties and their respective successors and permitted assigns and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no Person shall be regarded as a third-party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:
  - a. Exhibit 1: Scope of Services

[Rest of Page Intentionally Blank]

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

Massachusetts Clean Energy Technology Center	[Contractor Name]	
Ву:	Ву:	
Name:	Name:	
Title:	Title:	
Date:	Date:	
	Federal Tax ID No:	

## Exhibit 1. Scope of Services: Plan of Work, Deliverables, and Schedule

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

#### EXAMPLE TABLE

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

## ATTACHMENT C: OPTIONAL DEI QUALIFICATIONS AND STATEMENT

If you are considered a business enterprise, does your company have any of the following certifications from Massachusetts' <u>Supplier Diversity Office</u>:

□ Minority Business Enterprise

□ Women Business Enterprise

□ Service-Disable Veteran Business Enterprise

□ Veteran Business Enterprise

□ Lesbian, Gay, Bisexual, and Transgender Business Enterprise

□ Disability-Owned Business Enterprise

Identify if you believe that your organization meets the criteria for any of the business enterprises above but has not completed certification with the Supplier Diversity Office: Click or tap here to enter text.

Please include a summary of you or your organization's Diversity, Equity, and Inclusion personal, mission or vision statement, or a link to such a statement on your organization's website. Please describe what your organization is proactively doing to promote diversity, equity, and inclusion and

*what steps you plan to take in the future.* Click or tap here to enter text.