



Request for Proposals: Developing a Grid Services & DER
Compensation Method
[RFP No. FY2024-Grid Services-01]

Date of Issue: Friday, May 17, 2024
Proposals Due: Wednesday, June 26, 2024

Total Anticipated Funding Available: \$350,000

All proposals must be submitted to:
grid@masscec.com

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I. SUMMARY

Through this Request for Proposals (“RFP”), the Massachusetts Clean Energy Technology Center (“MassCEC”) seeks applications from consultants or professionals with expertise in valuation of services provided by Distributed Energy Resources (“DERs”)¹, specifically the valuation of locational services to the distribution grid. Enabling DERs to provide grid services that support the Commonwealth’s goal of widespread electrification and integration of new, clean energy generation is a key method for achieving MA net-zero goals efficiently. This work will be conducted in collaboration with the Massachusetts Electric Distribution Companies (“EDCs”) and the Department of Energy Resources (“DOER”) and will draw on insight of a diverse group of stakeholders. MassCEC anticipates selecting an awardee for the following work (“Scope”):

1. Creation of a method that determines the specific level of compensation appropriate for locational distribution grid services that are provided by DER to the distribution system in Massachusetts, including an initial set of inputs for determining compensation levels. The method should be applicable statewide, or able to be scaled or modified to apply statewide, and should incorporate specific consideration for valuing DERs for grid services in Environmental Justice Communities (“EJCs”). The final product envisioned is a publicly facing calculator that would be used to determine or guide pricing for grid services.
2. An implementation roadmap with the objective of maximizing long-term DER adoption and participation in providing grid services. This roadmap should include recommended implementation mechanism(s) (e.g., programmatic incentives, market-based program, or other structure(s)) and an interim 5-year plan, and that should define critical steps for EDCs, policymakers, and regulators, needed to enable full-scale implementation. The implementation roadmap and interim 5-year plan should take into consideration the Grid Services proposals in the EDCs’ Electric Sector Modernization Plans (“ESMPs”), and ultimately the findings of the Department of Public Utilities (“DPU”) on those proposals.²

¹ For the purpose of this RFP, DER is defined as “small-scale power generation or storage technology, not greater than 20 megawatts, including, but not limited to, resources that are in front of or behind the customer meter, electric storage resources, intermittent generation, distributed generation, demand response, energy efficiency, thermal storage and electric vehicles and their supply equipment that may provide an alternative to, or an enhancement of, the traditional electric power system and are located on an electric utility’s distribution system or on a subsystem of the utility’s distribution system.” This definition is consistent with “An Act Driving Clean Energy and Offshore Wind”, St. 2022, c. 179, § 52, codified at G.L. c. 164, § 1.

² Refer to each EDC’s ESMP, Section 6 in dockets D.P.U. 24-10 (6.3.2, 6.9.2), D.P.U. 24-11 (6.4), and D.P.U. 24-12 (6.3.2) for explanations of how this project fits into the EDCs electric sector modernization planning. The DPU is expected to issue an Order on the proposed ESMPs in late August of 2024.

3. Engagement and incorporation of input from stakeholders, including but not limited to EDCs, DOER, DPU, the Office of the Attorney General (“AGO”), DER owners and operators, representatives from EJ communities, and VPP aggregators, via interviews and workshops throughout the term of project.
4. A final report and slide deck, and interim deliverables that explain, justify, and support Scopes (1) through (3).

MassCEC anticipates selecting one Applicant or Applicant Team under this RFP.

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

III. GOALS AND DESCRIPTION

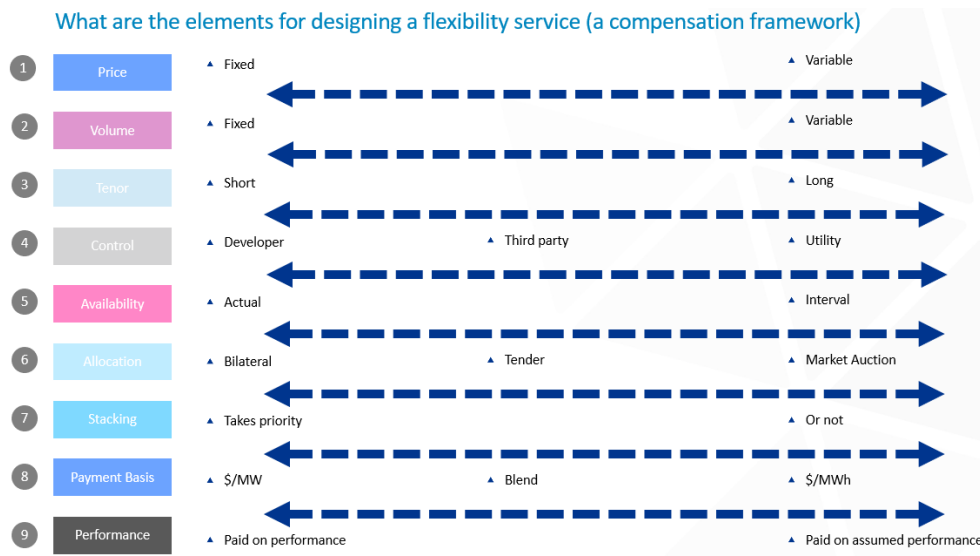
Overview

As the Commonwealth continues towards achieving its commitment to Net Zero emissions by 2050, the electric distribution grid must transform to meet increased electricity demand, support the interconnection of distributed generation, and ensure safety, reliability, and resiliency. To achieve this grid transformation, EDCs, policy makers, regulators, and all stakeholders must collaborate to identify and implement innovative grid solutions that allow all customers to experience a clean and just energy future.

MassCEC seeks to understand how existing and future ratepayer and third-party owned DERs on the distribution grid can provide services that help reduce the overall cost of the energy transition. DERs can play a critical role in the grid by providing a range of possible services, including capacity relief, infrastructure deferral and avoidance, voltage support, among others.

In addition, price signals intended to solicit grid services from DERs by reflecting grid constraints and needs will encourage development of DERs in locations on the grid that are cost-effective and can also support policy priorities such as clean energy development in EJs. Optimizing the location and operation and use of DERs on the grid ensures that the decarbonized grid is developed in a way that is equitable and cost effective.

Today, untapped opportunities exist to connect and utilize DERs as a flexible resource within the distribution grid to respond to location-specific needs. For DERs to provide value to the distribution grid, EDCs and policymakers must determine the appropriate, effective level of compensation for DERs providing grid services. This calculation is complex, requiring a balance between incentivizing reliable participation and keeping costs equitable for all customers. See image below from Value of DER Report.³



In addition, any compensation mechanism would have to also account for the various other State programs and market-based revenue streams available to a DER operator, and the trade-offs in participating in each with respect to timing and overall operation of the asset (see, for example, Value of DER Report, Table 6 and Section 3.4, “Optimization and Value Stacking”). These other programs and markets include ConnectedSolutions, SMART, Clean Peak Standard, and various wholesale power market services. Importantly, the development of a distribution level grid services offering will have to consider implications of opening wholesale markets to DER aggregations as ISO-NE complies with FERC 2222.

As examples, several other jurisdictions have pursued some form of DER management and developed DER compensation methods and distribution price signals. These include domestic

³ See Appendix B.

and international initiatives in New York, California, Hawaii, Illinois, Great Britain, and Australia. See Appendix A to this RFP, as well as Appendix A to the Value of DER Report (attached herein as Appendix B), for references, summaries, and more information on DER valuation work in each of these jurisdictions.

MassCEC's Goals and Existing Work Related to the Value of DER on Distribution System

This RFP follows a prior study commissioned by MassCEC, which this RFP should refer to and leverage. The prior study, "Value of Distributed Energy Resources for Distribution System Grid Services" ("Value of DER Report"), was a collaboration with the DOER and the EDCs, and conducted by Baringa Partners. See Appendix B for the full report. The Value of DER Report assessed the potential value of dispatchable DER by creating an integrated set of frameworks to detail how existing and future customer-owned DERs on the distribution grid can provide services. We note that, importantly, the Value of DER Report was limited in its analytical scope to dispatchable, front-of-the-meter DER greater than 500 kW, however, we do not intend to limit the scope of DER addressed in this study. The three (3) frameworks were (1) Cost Benefit Framework, (2) Operational Framework, and (3) Compensation Structure Framework. As a result, the work identified that designing a compensation mechanism was a critical next step to fully enabling DER participation in the distribution system in Massachusetts.

MassCEC's primary interest with this work is defining a statewide compensation mechanism (and a set of initial inputs), specific to Massachusetts, that identifies the value of DER providing locational grid services to the EDC distribution grids based on characteristics such as technology, type of grid service provided, level of availability, and level of utility visibility and control.⁴ The study should also include provisions for the added value DER can provide in EDCs.

The study is to be conducted collaboratively and with substantial input from stakeholders. Importantly, the opportunity for DERs to provide grid services needs to be attractive and accessible to a wide variety of potential participants. Any grid services solution will not work without broad and sustained engagement and participation by a diverse set of DER owners and operators.

The defined compensation mechanism, in conjunction with an implementation roadmap and five (5) year plan, will facilitate an efficient program development or regulatory process that establishes a state-wide locational grid services opportunity. MassCEC expects the Commonwealth's EDCs to begin leveraging learnings from this effort beginning in 2025.⁵

Upon completion of the Scope of work, MassCEC expects to answer the following questions:

⁴ Note that cost-benefit analysis for specific locations is not in scope for this work.

⁵ As noted above, the implementation roadmap and interim 5-year plan should take into consideration the Grid Services proposals in the EDCs' Electric Sector Modernization Plans (ESMPs), and ultimately the findings of the Department of Public Utilities (DPU) on those proposals.

- What is the method that the EDCs should use to compensate participation based on actual value received, while also maintaining low administrative burdens and costs? Is there a single approach, or does it differ by DER type, type of grid service, etc.?
- Can an approach be developed that provides compensation tailored dynamically to a particular location, load condition, or asset mix, or rather, is it more feasible to implement an umbrella program that fits the needs of numerous projects across a broader part of the grid? More broadly, what is the trade-off between simple methods and structures versus more complex, in terms of accuracy and customer engagement and participation?
- How are the mechanisms and inputs updated over time to reflect changes in the grid while still ensuring dependable revenue for participants providing grid services?
- What is the structure and timing upon which compensation is paid out (\$/MW, \$/MWh, or a blend (payment basis))?
- How to consider interactions with other markets and programs for DER (see, e.g., Value of DER Report at Section 3.4), including interactions with ConnectedSolutions as it supports ISO-NE peak reduction, and future access for aggregators to ISO-NE wholesale markets via FERC 2222 programs?
- What are or what will be the barriers to entry to participate in a grid services market? How do they differ by participant type? What are the steps to reduce those barriers, for all potential participant types?
- What are the appropriate steps to achieve market activation and engagement of DER owners and operators?
- What are the steps for policy makers, EDCs, DER developers, and other relevant stakeholders to facilitate maximum DER grid service contributions to the distribution grid in MA?

IV. ELIGIBILITY

An applicant or applicant team (each an “Applicant”) may consist of one (1) or more individuals, sole proprietors, professional consultants, institutions, or companies with multiple employees. MassCEC encourages potential applicants to form a team (“Applicant Team”), if necessary, to provide all the requisite experience required for a given Program Scope. Proposals must be submitted by a single lead Applicant and clearly identify relevant Applicant team sub-vendor(s) with whom to jointly respond to this RFP and the respective roles and experience.

V. ESTIMATED TIMELINE

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

Release of RFP	Friday, May 17, 2024
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Questions due to MassCEC via email to <i>grid@masscec.com</i>	Friday, May 31, 2024
Questions with Answers Posted to MassCEC Website	Wednesday, June 12, 2024
Proposals Due	Wednesday, June 26, 2024
Interviews of Top Applicants (if needed)	Weeks of July 1 and July 8, 2024
Notification of Award	~July 2024
Scope of Work Begins	~August 2024
Mid-point study results available	January 2025
Final recommendations available	April 2025

VI. SCOPE OF WORK

Under the proposed Scope, an Applicant or Applicant Team will complete the following:

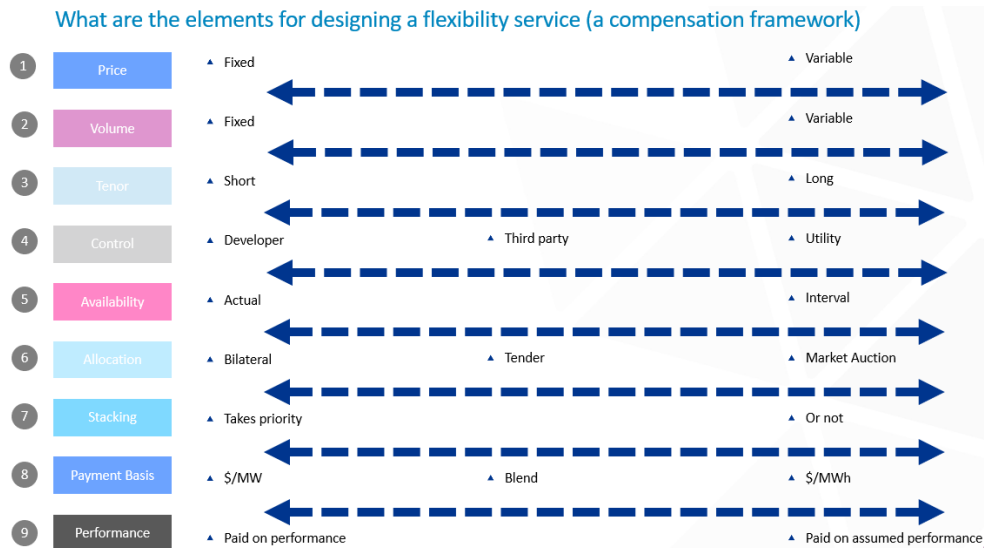
1. Compensation Mechanism:

Create a compensation method that determines the specific level of compensation appropriate for locational distribution grid services that are provided to EDC distribution grids in Massachusetts by DER, including an initial set of inputs for use to determine initial compensation levels. The method should be applicable statewide, or able to be scaled or modified to apply statewide. It must incorporate specific considerations for valuing DER grid services in EJs. In addition, the compensation mechanism must also consider how it will interplay with other State incentive programs and markets available to a DER operator (e.g., ConnectedSolutions, SMART, Clean Peak Standard, and wholesale power market services, including those available via FERC 2222).

Grid services provided by DER address distribution-level grid needs, such as:

- a. Capacity relief
- b. Infrastructure deferral and avoidance
- c. Voltage support
- d. Avoided contingency measures (spot load generation, feeder switching)
- e. Reliability

This work should refer to and leverage the findings of the Value of DER Report (See Appendix B), including, for instance, the elements to consider when determining compensation for a flexibility service (illustrated in the below figure).



2. Implementation Roadmap:

- a) Develop a roadmap for implementation, with the objective of maximizing long-term DER adoption and participation in providing grid services. The roadmap should include:
 - a. The implementation mechanism(s) (i.e., programmatic incentives, a market-based solution, or some other structure), and design parameters for the recommended method(s). It may be that different mechanisms are appropriate for different DERs, grid services, etc.
 - b. The implementation strategy, including both a long-term plan as well as a more detailed five (5) year set of steps. The strategy should include a track for the EDCs, that may include defined demonstration-scale implementations and iterative program development steps as appropriate, that account for when enabling technologies are available. The strategy should also include a track that accounts for critical policy and regulatory actions and milestones needed to enable full-scale implementation.⁶
 - c. The implementation roadmap should address, based on stakeholder input, potential barriers to participation in a grid services offering, and recommend how to activate robust DER participation from all types of DER owners.
 - d. The implementation roadmap should explicitly address a plan for EDCs.

3. Stakeholder engagement:

⁶ As noted above, the implementation roadmap and interim 5-year plan should take into consideration the Grid Services proposals in the EDCs' Electric Sector Modernization Plans (ESMPs), and ultimately the findings of the Department of Public Utilities (DPU) on those proposals.

All aspects of this project should include engagement and incorporation of input from stakeholders, including but not limited to EDCs, DOER, DPU, AGO, DER owners and operators, representation from EJ communities, and VPP aggregators, via interviews and workshops. Both the residential (including low-income) and commercial & industrial utility customer types should be represented. Consideration of insights from other states with grid services initiatives (see Appendix A) may also be appropriate.

All work should be documented in a final report and presentation to stakeholders, and accompanying deliverables that include:

- A spreadsheet or other easily accessible form of calculator for utilizing the compensation mechanism and determining specific compensation levels based on inputs. The spreadsheet calculations should be appropriately documented and transparent;
- The approach and analysis used to determine the compensation mechanism and inputs;
- The approach and analysis used to arrive at the recommended implementation method and design parameters;
- A detailed explanation of the implementation roadmap;
- Summary of stakeholder feedback and how it was considered; and
- Policy recommendations and critical, open questions that were identified during the project.

The ultimate intended outcome of the project is to have a straw proposal for the implementation of DER participation in locational grid services, state-wide. A straw proposal would be a first step in pursuing the appropriate regulatory or other program development pathway.

Information provided in each EDC’s Electric Sector Modernization Plans (“ESMPs”) and the concurrent adjudications (D.P.U. dockets 24-10, 24-11, and 24-12) should be conferred and considered throughout the development of the project.

MassCEC anticipates providing funding of approximately \$350,000.

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 PDF file), including all relevant attachments, submitted via email to grid@masscec.com. “Developing a Grid Services & DER Compensation Method: Applicant Company Name” must appear in the e-mail subject line. Submission packages must include the following:

1. Cover Page
2. Applicant’s Signature and Acceptance Form (Attachment A)

3. Proposal (see outline of Proposal Requirements below)
4. Team Members Resumes (as an appendix)
5. Supplemental Materials (as optional appendices)

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.

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

VIII. PROPOSAL REQUIREMENTS

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

Executive Summary (1-2 pages): Applicants should provide a summary of their organization, their qualifications, their technical experience relevant to the Program and their proposed approach for working with MassCEC and the EDCs.

Statement of Qualifications (maximum 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 the date founded, history, size, project portfolio and location.
- Include an explanation of why the proposed organization or team is the best qualified to perform the work under the Program from a technical and business perspective. Identify other organizational qualifications relevant to the proposed work. Include examples of related past work. Responses may include appendices with relevant supplemental material (see below).
- Describe the team's ability to work with key stakeholders such as EDCs in alignment with MassCEC's Program goals. Please include material on previous relevant work with EDCs in appendices.
- Identify key individuals who will be involved in the tasks. 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 MassCEC and other state or federal contracts awarded to the Applicant and/or any subcontractors in the past five (5) years.

Workplan Narrative (maximum 5 pages): The Workplan describes work activities, deliverables and the timeline associated with completing the Scope provided in Section VI. The Workplan

should describe each step or procedure required to accomplish each task, including who will perform it, how it will be performed and its intended result. Provide a project plan for working collaboratively with relevant stakeholders (e.g., gathering necessary data, sharing findings and outcomes) and enlisting other sources of technical, financial, or regulatory expertise. Identify which components of the Workplan will require coordination with the Project Team. The Workplan Narrative should explicitly address how the Applicant's proposed approach makes sense given the existing regulatory context in Massachusetts.

Project Schedule (1 page): All responses must include an estimated project schedule which lays out all project milestones and deliverables and length or date of completion. Identify any constraints or specific requirements for work scheduling. Propose a progress reporting schedule.

Budget and Rate Sheet (maximum 2 pages): Responses must include a detailed budget, including information on rates of all team members working on the project.⁷ Where Applicants anticipate using outside expertise for a task, the Applicant should include estimated rates. Budgets should be broken out by task and service provided and must be proposed on a per-Scope basis.

References (1 page): All responses must include references from at least three (3) clients of the Applicant, and preferably clients who have utilized 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-reference requirement.

Supplemental Material (optional appendices): Responses may include relevant case studies, previous white papers, and journal publications.

DEI Commitment: 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.

IX. 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.

⁷ 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.

Applicant Proposals will be evaluated on the following criteria:

Criterion	Definition
Range of Services to Be Provided	<ol style="list-style-type: none"> 1. Does the Applicant plan to provide services commensurate with the services requested by MassCEC? 2. Does the Applicant demonstrate an understanding of the concepts and motivators underlying the Scope? 3. Does the Applicant demonstrate an ability and interest in provision of the scope? 4. Has the Applicant clearly outlined a proposed approach for working with MassCEC and other key stakeholders?
Qualifications	<ol style="list-style-type: none"> 1. What is the quality of the Applicant’s performance on similar past consulting assignments or their achievements related to proposed work? How were their efforts evaluated? 2. What is the Applicant’s experience in distribution systems engineering, utility rates and flexibility service compensation, distributed energy resource management systems, locational marginal pricing, and/or integrated resource planning? 3. Do all individuals proposed as key team members have relevant technical expertise and experience working with EDCs? 4. What is the Applicant’s plan for acquiring technical knowledge that it may not have in-house? 5. Has the Applicant demonstrated successful performance under previous MassCEC, state, or federal contracts? 6. Has the Applicant provided strong references and recommendations? 7. Does the Applicant demonstrate strong communication and interpersonal skills which would enable the Applicant to communicate Scope goals, deadlines and expectations with the MassCEC team? 8. Has the Applicant or their organization demonstrated a commitment to DEI and/or EJ principals?
Familiarity with Commonwealth Context	<ol style="list-style-type: none"> 1. Has the Applicant demonstrated familiarity with the relevant regulatory context in Massachusetts? 2. Has the Applicant demonstrated familiarity with the existing capabilities and plans filed by the Commonwealth’s EDCs in Massachusetts and other jurisdictions?
Project Workplan	<ol style="list-style-type: none"> 1. Does the proposed Workplan meet the objectives of the primary Scope outlined in Section VI? 2. Will the proposed Workplan fulfill the goals of each task?

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3. Is the proposed Workplan clear and specific regarding how tasks will be carried out and by whom?
 4. Are any changes to the primary Scope(s) adequately justified in the Project Workplan?
 5. Is the proposed Scope and Schedule both reasonable and realistic?

Overall Quality of Proposal

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?

Value Demonstration

1. Is the Applicant's 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 range of services proposed align with the requirements of this RFP?
 4. How does the range of services compare to other Applicants' Proposals?
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X. BUDGET

An Applicant must provide an anticipated budget with the application. 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.

MassCEC reserves the right to request modifications to proposed scopes and budgets, to make awards for only part of a proposal, and to make no award at all.

XI. CONTACT INFORMATION FOR QUESTIONS

Please submit all questions in writing to grid@masscec.com no later than Friday, May 31, 2024. "Developing a Grid Services & DER Compensation Method" must appear in the subject line. Responses to questions will be posted on the RFP page no later than Wednesday, June 12, 2024.

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. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Applicants shall not send MassCEC any confidential or sensitive information in response to 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. **Please note:** consultant rate sheets will be considered a public record subject to disclosure.

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 here to as Attachment 2 which will set forth the respective roles and responsibilities of the parties.

APPENDIX A: EXAMPLES OF OTHER JURISDICTIONS PURSUING DER COMPENSATION

The Appendix A to the Value of DER Report (attached herein as Appendix B) includes several examples of DER valuation initiatives in other jurisdictions. Additionally, there are other recent examples from California, Hawaii, and Illinois.

California

In the summer of 2022, California Public Utility Commission ("CPUC") staff presented a roadmap for a California Flexible Unified Signal for Energy ("CalFUSE"). CalFUSE is a proposal for a system of real-time pricing for customer-owned resources, made available through enabling

technologies.⁸ The vision communicated by CPUC staff is for a “unified, universally accessible, dynamic economic signal” that helps to address issues related to the transformation of the electric grid.⁹

Hawaii

In advance of Oahu’s major coal plant closing in 2022, Hawaii developed a program that compensated residents to supply the grid with energy. This program, Battery Bonus, provided a three-part incentive to participants: an upfront capacity-based incentive, a monthly capacity payment, and a retail energy export credit.¹⁰ A follow-on program, “Bring Your Own Device”, will launch in March 2024 and proposes a different compensation structure with differing levels of operational requirements and incentives, featuring upfront incentives, monthly capacity payments, and time-varying compensation for export.¹¹ While Hawaii’s model does not contemplate location-based valuation, it provides an example of different program and incentive structures.

Illinois

In 2023, the Illinois Commerce Commission initiated the “Investigation into the Value of, and Compensation for, Distributed Energy Resources.” This investigation, which includes workshops and analysis, will result in a strawman formula with inputs which will be put forth “to initiate a rule making.”¹²

APPENDIX B: VALUE OF DER REPORT

The Value of DER Report can be found on MassCEC’s website, located [here](#).

ATTACHMENT 1: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

Developing a Grid Services & DER Compensation Method (the “RFP”)

⁸ <https://www.utilitydive.com/news/real-time-pricing-new-rates-and-enabling-technologies-target-demand-flexib/631002/>

⁹ <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/energy-division/documents/demand-response/demand-response-workshops/advanced-der---demand-flexibility-management/ed-white-paper---advanced-strategies-for-demand-flexibility-management.pdf>

¹⁰

https://www.hawaiielectric.com/documents/products_and_services/customer_renewable_programs/battery_bonus.pdf; https://pubs.naruc.org/pub/FCB0E19D-B657-2BA7-5727-D68F216DC678?_gl=1*xgrrq1*_ga*MTMzODE3NTY4NS4xNzAyOTExMjE3*_ga_QLH1N3Q1NF*MTcwOTA2NDYyNy4yMy4xLjE3MDkwNjQ3MTAuMC4wLjA.

¹¹ <https://www.canarymedia.com/articles/energy-storage/hawaii-used-rooftop-solar-to-shore-up-the-grid-new-rules-threaten-that>; https://pubs.naruc.org/pub/FCB0E19D-B657-2BA7-5727-D68F216DC678?_gl=1*xgrrq1*_ga*MTMzODE3NTY4NS4xNzAyOTExMjE3*_ga_QLH1N3Q1NF*MTcwOTA2NDYyNy4yMy4xLjE3MDkwNjQ3MTAuMC4wLjA.

¹² [Investigation Into The Value Of, And Compensation For, Distributed Energy Resources \(illinois.gov\)](https://www.illinois.gov/Investigation-Into-The-Value-Of,-And-Compensation-For,-Distributed-Energy-Resources)

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 2: 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]; 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, licenin 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”).
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.] **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.
 - 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 Finance@masscec.com at or before the submission of their first invoice. Any changes to the information in the ACH form must be submitted to Finance@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. **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 ("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 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 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.
- 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.
- i. Contractor is registered and in good standing with the Secretary of the Commonwealth of Massachusetts's Office.

7. 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.
8. **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.

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. 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 "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.
 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 "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.

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, "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.

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

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

- [fill in as necessary]

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

subject to public disclosure. Contractor agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Agreement.

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

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

17. **Choice of Law:**

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

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

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

and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:

- a. Exhibit 1: Scope of Services
- b. Exhibit 2: ACH Enrollment Form

[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 Finance@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