

**Task Order
Between [GRANTEE NAME]
And the Massachusetts Clean Energy Technology Center**

This Task Order dated «Contract_Effective_Date» (“Effective Date”), between the **Massachusetts Clean Energy Technology Center** (“MassCEC”) and _____ (“Grantee”) incorporates by reference the General Terms and Conditions (the “Agreement”) agreed to by Grantee as part of its application for funding. Capitalized terms used and not otherwise defined in this Task Order shall have the meanings ascribed to such terms in the General Terms and Conditions. In the event of any conflict between this Task Order and the General Terms and Conditions, this Task Order shall govern.

Whereas, MassCEC is offering financial assistance in the form of grants to entities which have submitted a request for funding;

Whereas, Grantee, a [_____], with a principal place of business at _____, has submitted an application for funding (the “Project”); and

Whereas, MassCEC approved the release of funds to Grantee under the Commonwealth Wind: Commercial Wind Program’s Wind Resource Assessment Grant(the “Grant”) on [AWARD DATE].

Now therefore, pursuant to the terms and conditions of the Agreement and this Task Order , MassCEC and Grantee agree as follows:

1. Term

The term of this Task Order shall commence on «Contract_Effective_Date» and shall expire 21 months thereafter.

2. Performance of the Work

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

3. Project Personnel

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

For MassCEC		
Project Manager		
Project Administrator		
For Grantee		
Project Manager		
For Invoicing Purposes		

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

4. Deliverables

- a) *Deliverables.* Grantee shall provide the MassCEC Project Manager and Project Administrator with the deliverables set forth in the Project Plan (the “Deliverables”) using the outlines provided at Attachment 3. Submission of Deliverables by electronic means is required, unless Grantee receives a waiver of this requirement by the Project Manager.
- b) *Schedule.* The parties acknowledge that the dates listed in the schedule in the Project Plan are estimates and subject to change. Any changes to the schedule must be approved by the MassCEC Project Manager in writing in advance (electronic mail acceptable), and shall be accepted without need for a formal amendment to this Agreement provided that such changes shall not exceed the Term of this Agreement as set forth in Section 1 hereof.

5. Other Requirements

- a) *Program Evaluation.* The Grantee agrees to support MassCEC's program evaluation activities, and its goal to disseminate information regarding Grantee's experiences. To this end, the Grantee agrees that its key personnel and contractors working on the Project will be available at reasonable times with advance notice to be interviewed by MassCEC or its authorized representatives for purposes of program evaluation or case study development.
- b) *Cost Sharing.* Grantee shall share the costs for performance of the Project Plan in an amount that is equal to at least twenty-five percent (25%) of the actual costs incurred (the “Cost Share”). To satisfy the cost share requirement, at least twenty percent (20%) of the total project costs must be paid by the Grantee in the form of cash. To demonstrate that the cost share requirement has been met, Grantee must provide evidence of payments to subcontractors/consultants, direct materials and/or costs and travel. In addition, Grantee may claim direct labor as Cost Share, provided such costs are no greater than five percent (5%) of the total Project costs. The sources and amount of Grantee's Cost Share are set forth in the Project Budget.
- c) *Project Requirements.* It is Grantee's responsibility to ensure that the Project (i) proceeds in a timely fashion; (ii) adheres to the schedule set forth in the Project Plan; and (iii) meets the minimum requirements set forth in Attachment 3. Grantee must complete the Final Report within eighteen (18) months of the Effective Date set forth in Section 1. MassCEC will not provide any additional time to complete the wind measurement and to write a Final Wind Resource Assessment Report.
- d) *Ability to Carry Cash Balance.* It is Grantee's responsibility to be financially prepared to carry the necessary cash balance for the Project during the period between paying the consultant and receiving the MassCEC grant payment. The Grantee agrees to demonstrate upon request that it is able now, and will continue to be able, until the time of receipt of the grant payments from MassCEC, to carry the necessary cash balance for the costs associated with the Project. If MassCEC determines, in its sole discretion, that the Grantee is unable to carry the necessary cash balance, MassCEC may rescind the Grant.

6. Tax Forms and Grants Taxability

The Grantee shall provide MassCEC with a properly completed United States Internal Revenue Service Tax Form W-9 (the "W-9"). A template W-9 Form and instructions will be provided for the Grantee to complete and return to MassCEC's finance department. Failure to provide the W-9 shall be grounds for withholding grant payments until such W-9 is received. W-9s should be emailed to the secure email address MCECfinance@masscec.com.

Grants may be considered taxable income by the U.S. Internal Revenue Service and the Massachusetts Department of Revenue. All parties are strongly encouraged to consult with a tax professional to determine the federal and/or state tax implications of receipt of a grant. MassCEC will issue a Form 1099 to each Grantee who receives funds.

7. The Grant

The Grantee shall be compensated on a reimbursement basis for direct costs incurred in the performance of the Project Plan. The foregoing notwithstanding, MassCEC's share of the costs incurred shall not exceed «Spelled_Grant_Amount» (the "Grant Amount"). In executing this Task Order, Grantee acknowledges and agrees that its receipt of the Grant does not create any rights of preferences for Grantee to receive subsequent funding from MassCEC.

No Grant funds may be used to reimburse or write down costs incurred prior to the execution of an agreement with MassCEC.

MassCEC will not provide funding that would, in MassCEC's sole determination, exceed total project costs. Total project costs shall include all costs presented by the Applicant, less all other available incentives, including any state or federal rebates, subsidies, and tax incentives, discounted to present value where necessary. MassCEC will evaluate these situations on a case-by-case basis, and shall reserve the right to reduce any award projected to exceed total project costs by an amount sufficient to prevent the excess.

8. Payments and Invoices

The Grantee will follow Generally Accepted Accounting Principles ("GAAP") as well as any applicable accounting standards related to Grantee's receipt of other federal or state funds. If there is not an applicable standard for Grantee, Grantee shall follow Part 31 of the Federal Acquisition Regulations. The Grantee shall provide a cover letter indicating the total reimbursement request and a budget tracker, provided by MassCEC. Grantee shall follow the specific instructions provided by MassCEC regarding presentation of the funding request in the reimbursement request form.

a) Allowable Charges.

i. Direct Costs. The Grantee shall be reimbursed for direct costs incurred in the performance of the Project Plan and as specified on a line item of the Project Budget, as follows:

1. Direct Labor: services performed by Grantee's employees under the terms of this Agreement at the actual labor rate per hour for each employee or the rate set forth in the Project Budget, whichever is less;
2. Subcontractors/Consultants: services provided by Grantee's subcontractors/consultants, including their travel, at the actual cost paid for Project services which shall not exceed the amount set forth in the Project Budget;
3. Direct Materials/Other Direct Costs: the cost of direct materials purchased or costs incurred (e.g., postage, telephone, etc.) which shall not exceed the amount set forth in the Project Budget;

b) Budget Adjustments. The foregoing notwithstanding, the parties acknowledge that the costs listed in the Project Budget are estimated. Therefore, Grantee may shift funds between the line items associated with each category. Grantee may also shift funds between categories provided

that (i) Grantee provides documentation justifying the transfer together with its invoice (see Section 7(d)(ii)) or as otherwise requested by MassCEC; (ii) the total grant set forth in the Project Budget is not exceeded; (iii) the minimum Cost Share requirement is met; and (iv) no more than ten (10%) percent of the Grant is affected. The Grantee may not, however, increase the hourly rates as listed in the Project Budget.

c) *Payment Terms.* MassCEC shall pay the Grantee within forty-five (45) days after receipt of a properly documented invoice, unless MassCEC and/or MassCEC should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of this Agreement or the Project Budget.

d) *Invoices/Payment Schedule*

i. Payments will be dispersed at the following milestones. Each milestone will require that the cost share be met on a cumulative basis.

MET Tower Installation – Upon the installation of the Wind Monitoring Equipment, Grantee shall submit an appropriately documented invoice that (a) details actual costs incurred and (b) requests reimbursement not to exceed the lesser of \$10,000 or actual costs incurred.

Final Wind Resource Report – Upon MassCEC's receipt and acceptance of the Final Wind Resource Report, Grantee may submit an appropriately documented invoice that (a) details actual costs incurred and (b) requests reimbursement not to exceed the Grant Amount less all previous payments made to the Grantee.

ii. Invoices shall be addressed to MassCEC's Project Administrator and Project Manager set forth in Section 3(a) above. The invoice shall make reference to the Task Order number set forth above, set forth total Project costs incurred, and shall identify the individual to be contacted for questions and/or clarification of charges. These shall be broken down into MassCEC's funding share and Grantee's cost-share. They shall be in a format consistent with the cost categories set forth in the Project Budget. Invoices shall provide reasonable documentation to provide evidence of actual costs incurred, including:

1. *Direct Labor:* for each employee of the Grantee who worked on the Project, (i) the name, title, and number of hours worked, (ii) the actual labor rate or the rate set forth in the project budget, whichever is less, and (iii) the total paid to each employee. In addition, provide the payroll register that coincides with all the direct hours paid.
2. *Subcontractors/Consultants:* copies of invoices for such subcontractors/consultants which have been reviewed and approved by Grantee prior to submission to MassCEC and proof of payment (e.g., cancelled checks); and
3. *Direct Materials/Other Direct Costs:* all direct materials and other direct costs shall be itemized on the invoice and supported by documentation such as vendor invoices, expense receipts, and proof of payment (e.g., cancelled checks) or other documentation as required by MassCEC.

iii. *Reimbursement.* MassCEC will not reimburse Grantee of costs incurred prior to the Effective date of this Task Order.

9. Insurance

MassCEC recommends that the Grantee purchase and maintain, and ensure that its vendors maintain, adequate insurance coverage until completion of the Project. GRANTEE ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE PROJECT. The carrying of any of the insurance required hereunder shall not be interpreted as relieving the Grantee of any responsibility to MassCEC. In addition, the amount and type of insurance coverage will in no way be construed as limiting the scope of indemnification under the Agreement, as incorporated herein, including, but not limited to, all Damages sustained, incurred

or suffered by or imposed upon any Covered Person arising out of or relating to Grantee's performance or failure to perform pursuant to this Section 9.

10. Affirmation of Warranties and Certifications

Grantee hereby represents and warrants that, as of the date of this Task Order, all of the representations, warranties and certifications of Grantee set forth in the General Terms and Conditions are true and correct and Grantee is in compliance with all of Grantee's obligations under the General Terms and Conditions and each other Task Order between MassCEC and Grantee.

11. Amendments, Entire Agreement and Attachments

All conditions, covenants, duties and obligations contained in this Task Order may be amended only through a written amendment signed by the Grantee, MassCEC. Except for the General Terms and Conditions and the Program Solicitation incorporated herein by reference, the parties understand and agree that this Task Order supersedes all other verbal and written agreements and negotiations by the parties regarding the Project set forth herein. The following are attached and incorporated into this Task Order :

- i. Attachment 1 – Project Summary, Milestone Schedule, Payment Schedule
- ii. Attachment 2 – Project Budget
- iii. Attachment 3 – Wind Resource Assessment Goals and Report Requirements

12. Counterparts

This Agreement may be executed in two 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.

In witness whereof, the parties hereto set their hands as a document under seal:

Massachusetts Clean Energy Technology Center [Grantee]

By: _____
Name: Patrick Cloney
Title: Chief Executive Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1

Project Plan: Project Summary, Milestone Schedule and Payment Schedule

Summary

[Insert Project Summary]

Milestone Schedule

Task/ Milestone	Milestone Completed by:
Met Tower Installation	4 Months from the Effective Date
Final Wind Resource Assessment Report and Raw Data for the entire 12-month period	18 Months from the Effective Date

Attachment 2
Project Budget

[To be included in contracting]

Attachment 3

Wind Resource Monitoring Goals and Report Requirements

[To be included in contracting]