



Request for Proposals: Value of Distributed Energy
Resources for Distribution System Grid Services
FY2023-NZG-01

Date of Issue: September 26th, 2022
Proposals Due: October 28th, 2022

Total Funding Available: \$500,000

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

I. SUMMARY

Through this Request for Proposals (“RFP”), the Massachusetts Clean Energy Center (“MassCEC”) seeks applications from consultants or professionals with expertise in valuation of services provided by distributed energy resources (“DERs”), specifically valuation of locational services to the distribution grid, and in requirements for DER dispatch and control to assist the Commonwealth in lowering barriers to accomplishing the goals set forth in the Clean Energy and Climate Plan for 2030 (“CECP”)¹ on the road to Net Zero greenhouse gas emissions.

MassCEC anticipates selecting awardees for the following work (“Scope”):

1. Develop a set of pragmatic frameworks for the statewide optimization of value associated with the use of DERs in distribution system grid services, including analyses of:
 - a. Benefits and costs;
 - b. Operational necessities; and
 - c. Compensation structures.
2. Engage existing DER owners and operators in interviews and group meetings with the Electric Distribution Companies (“EDCs”) to explore real-world examples of how their assets could be used in distribution system grid services.
3. Provide a final report with recommendations on key program design considerations, including illustrative case studies of potential applications.

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

II. ABOUT MASSCEC

MassCEC is a 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

¹ “Massachusetts Clean Energy and Climate Plan for 2025 and 2030.” *Mass.gov*, 3 June 2022, <https://www.mass.gov/doc/clean-energy-and-climate-plan-for-2025-and-2030/download>.

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. PROGRAM GOALS AND DESCRIPTION

The Commonwealth's path to Net Zero by 2050 requires significant electrification of the transportation and building sectors accompanied by large-scale deployment of DERs. As a result, the EDCs must rapidly expand and upgrade the distribution grid in order to accommodate numerous new loads as well as distributed sources of electricity generation. MassCEC's Net Zero Grid Distribution Planning Lab ("[NZG Planning Lab](#)")² sought to quantify the approximate cost of this expansion and upgrade as well as identify promising opportunities to limit that cost. Building on the collaboration with the EDCs through the NZG Planning Lab, MassCEC now seeks to understand how existing and future customer-owned DERs on the distribution grid can provide services that help reduce the overall cost of the energy transition.

MassCEC's primary interests are in interactions between large (≥ 500 kW), front-of-meter DERs (described further below) and the distribution grid and on the development of a scalable approach to valuation and compensation of such assets. However, the proposed framework may take the form of an algorithm for bilateral negotiations, a full Distribution Locational Marginal Pricing (D-LMP) scheme, or anywhere in between. Key to activating resources of interest is understanding potential costs and benefits of the various kinds of value that these resources can provide, the operational necessities to provide that value, and the associated compensation mechanisms to share the benefits between asset owners and rate payers, which this current study seeks to provide for Massachusetts.

Some portions of this research were originally proposed in the utilities' grid modernization plans under DPU Docket #21-80 (Phase 1 of "Congestion Management," p. 124-134 in Exhibit ES-JAS-2) and Docket #21-81 (Phase 1 of "Dual-Participation Distribution Management Study," p.103-104 in Exhibit NG-GMP-2).

The work contemplated in this RFP is related to compensation for DERs for the benefit of the electric distribution system (thereby reducing distribution costs to ratepayers) and the ability of DERs to support multiple use cases.³ Price signals on the distribution grid that vary spatially and temporally, whether through a market mechanism or bilateral agreements, also ensure that

² "Net Zero Grid Distribution Planning Lab." *MassCEC*, <https://www.masscec.com/program/net-zero-grid-planning-lab>.

³ Meng, Fanjun and Badrul H. Chowdhury. "Distribution LMP-based economic operation for future Smart Grid." *2011 IEEE Power and Energy Conference at Illinois*, 2011, pp. 1-5, doi: 10.1109/PECI.2011.5740485.

high penetrations of DERs do not disrupt voltage levels or cause problematic local grid supply or demand issues.⁴

Building on these and other academic insights, several jurisdictions have pursued some form of DER management and Distribution price signals. New York State, for example, has developed the Value of Distributed Energy Resources (VDER) Value Stack Tariff, which replaces and expands on the net metering system that had been in place since 1997. VDER attempts to better represent the actual value of DERs on the distribution grid by stacking several kinds of value together. In addition to the energy value, capacity value, environmental value, and demand reduction value, VDER includes a Locational System Relief Value (LSRV), which rewards DERs in utility-designated locations where DERs provide additional benefits to the grid. Each location offers a defined amount of capacity that DERs can take advantage of the LSRV before it is exhausted. The utilities' hosting capacity map lists whether networks are "LSRV Eligible," and if they are, how many megawatts (MW) of capacity remain available. A project is guaranteed its LSRV for ten years. This final stipulation was implemented as a revision to the original order from the Public Service Commission (PSC), which required updates to the value every three years based on input from the utilities. Developers objected to taking on that risk and the PSC changed the compensation scheme to guarantee the distribution portion of value for ten years (the same length of time over which New York's utilities amortize their distribution grid investments).⁵

As of late 2020, about sixty storage projects have focused on revenue from VDER (52 of them were paired with solar). However, initial block grant incentives have now been exhausted,⁶ and stakeholders have expressed concerns as to whether development will continue apace without the incentives being extended and interconnection bottlenecks being resolved.⁷

In June, 2022, the California Public Utilities Commission (PUC) released a white paper and staff proposal, "Advanced Strategies for Demand Flexibility Management and Customer DER Compensation," outlining a policy roadmap for a "unified, universally-accessibly, dynamic, economic retail electricity price signal," called CalFUSE (California Flexible Unified Signal for Energy).⁸ This proposal recommends a "transition to bi-directional electricity prices" that seeks

⁴ Alsaleh, Ibrahim and Lingling Fan, "Distribution Locational Marginal Pricing (DLMP) for Multiphase Systems," *2018 North American Power Symposium (NAPS)*, 2018, pp. 1-6, doi: 10.1109/NAPS.2018.8600621.

⁵ Gundlach, Justin and Burcin Unel, "Getting the Value of Distributed Energy Resources Right: Using a Societal Value Stack," *Institute for Policy Integrity, New York University School of Law*, Dec. 2019, p. 32, https://policyintegrity.org/files/publications/Value_of_DER_Report.pdf.

⁶ NYSEDA. "Incentive Dashboard." *NYSEDA*, <https://www.nyserda.ny.gov/All-Programs/Energy-Storage/Developers-Contractors-and-Vendors/Retail-Incentive-Offer/Incentive-Dashboard>.

⁷ St. John, Jeff. "New York's Market-Centric Vision for Distributed Energy Integration: GTM Squared." *Greentech Media*, Greentech Media, 9 Feb. 2021, <https://www.greentechmedia.com/squared/dispatches-from-the-grid-edge/states-grand-design-for-distributed-energy-integration-new-yorks-market-centric-vision>.

⁸ California Public Utilities Commission (CPUC), "Advanced Strategies for Demand Flexibility Management and Customer DER Compensation," 22 June 2022, p. 3, <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>.

to “ensure that any dispatch of a customer’s [behind-the-meter] DER resource for export is aligned with the grid needs.” This bi-directional, symmetric CalFUSE price signal would, PUC staff argues, promote “distributed, price-responsive, self-dispatch of customer DERs, which may be a more efficient pathway for scaling to large volumes of DERs in comparison to alternatives that involve command & control regimes for dispatching BTM DER aggregations.”⁹

Over the past several years, Southern California Edison, with funding from the Department of Energy, has modeled an “interoperable distributed control architecture” for its distribution system, analyzing how 10,000 DERs could be optimized to balance customer demand and maintain grid reliability.^{10, 11}

Similar approaches are also being pursued internationally. The Office of Gas and Electricity Market in the United Kingdom is seeking to ensure DER dispatch aligns with real-time grid conditions. The Distribution Network Operator (DNO) Scottish & Southern Electricity Networks, in collaboration with Opus One Solutions, is leading a \$52M pilot to test a “Neutral Market Facilitator” and “Whole System Coordinator” to track DERs and match those with real time grid needs.^{12, 13} To date, the UK has taken a bilateral approach, with the DNO UK Power Networks procuring over 140MWs of capacity through flexibility tenders, often using multiyear contracts. However, this presents the risk that those long-term contracts will become obsolete and therefore stranded as local grid conditions shift. Therefore, DNOs are attempting to move to a procurement approach that is more aligned with real time needs.¹⁴

Finally, Australia is also moving to a local pricing system on its distribution system. During normal conditions, regional electricity prices will be used. When a region becomes constrained, however, DERs will receive a local price for their generation, helping mitigate grid congestion

⁹ California Public Utilities Commission (CPUC), “Advanced Strategies for Demand Flexibility Management and Customer DER Compensation,” 22 June 2022, p. 62, <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 Castaneda, Juan, and Andrew Ioan. “Assessment of a Distributed Energy Resource Management System for Enabling Dynamic Hosting Capacity.” *Assessment of a Distributed Energy Resource Management System for Enabling Dynamic Hosting Capacity (Technical Report) | OSTI.GOV*, 26 Apr. 2022, <https://www.osti.gov/servlets/purl/1864777>.

¹¹ Deign, Jason. “With Its Island Grid, the UK Is Forced to Take the Lead in Developing Local Energy Markets.” *Greentech Media*, Greentech Media, 15 May 2019, <https://www.greentechmedia.com/articles/read/uk-takes-the-lead-in-local-energy-markets-development>.

¹² St. John, Jeff. “How the UK Is Building Grid Markets to Reward Flexible Distributed Energy.” *Greentech Media*, Greentech Media, 2 Dec. 2020, <https://www.greentechmedia.com/articles/read/how-the-uk-is-building-grid-markets-to-reward-flexible-distributed-energy>.

¹³ “University Announces Involvement in ‘Oxford Energy Superhub’ And.” *University of Oxford*, 8 Apr. 2019, <https://www.ox.ac.uk/news/2019-04-08-university-announces-involvement-oxford-energy-superhub%E2%80%99-and-%E2%80%98local-energy>.

¹⁴ St. John, Jeff. “How the UK Is Building Grid Markets to Reward Flexible Distributed Energy.” *Greentech Media*, Greentech Media, 2 Dec. 2020, <https://www.greentechmedia.com/articles/read/how-the-uk-is-building-grid-markets-to-reward-flexible-distributed-energy>.

and encouraging battery development in grid areas prone to high price fluctuation.¹⁵ Envisioned by Australia's *DER Roadmap* of 2019, a DER orchestration pilot that tests the ability of DER aggregations to "respond in a coordinated manner under central dispatch instruction"¹⁶ is currently underway.

These cases, domestically in New York and California and internationally in the United Kingdom and Australia, present several examples of responses to the DER dispatch and compensation challenge ranging from bilateral approaches of large market actors (which tend to be preferred in initial pilots) to large-scale attempts to develop markets that include small individual or aggregated DERs.

MassCEC intends for this study to support development of a roadmap that is specifically designed for the needs and context of Massachusetts. In particular, the overarching goal of this work is to arrive at useful concepts for reducing ratepayer costs associated with transitioning to Net Zero by 2050, whether by maximizing use of DERs that are otherwise needed to meet decarbonization goals (or other policy targets), by minimizing distribution system costs, or a combination thereof. To ensure that the approaches in the roadmap are tractable, MassCEC seeks an initial focus on DERs that are:

- Greater than 500 kW;
- Standalone (no onsite customer load apart from parasitics); and
- Dispatchable (e.g., battery, advanced inverter).

Future study may extend these insights to include other use cases, such as aggregations of small behind-the-meter loads.

Potential value streams MassCEC wishes to explore in this research include:

- System Optimization (e.g., Conservation Voltage Reduction)
- Investment deferral¹⁷
- Hosting Capacity Augmentation
- Wholesale Market Participation (or other markets as applicable)

Through this study, MassCEC hopes to explore the following key research questions:

- Is direct operational control of assets by the EDCs necessary to ensure sufficiently reliable behavior to warrant compensation?

¹⁵ Birkett, Ed. "Reforming Australia's Electricity Market - Policy Exchange." *Policy Exchange*, 2021, <https://policyexchange.org.uk/wp-content/uploads/Reforming-Australias-electricity-market.pdf>.

¹⁶ "Distributed Energy Resources Roadmap - Wa." *Energy Transformation Taskforce*, Dec. 2019, https://www.wa.gov.au/system/files/2020-04/DER_Roadmap.pdf.

¹⁷ Note here that MassCEC is primarily interested in cases where DER dispatch can defer an investment that is foreseeable but not within a project initialization timeframe, i.e., not a traditional Non-Wires Alternative framework.

- What are the benefits of an approach in which compensation is to be tailored to a particular location, load condition, or asset mix or versus an umbrella program that fits the needs of numerous projects across a specific region or the entire system?
- What is the optimal approach and/or market construct that the EDCs should use to compensating for actual value received and maintaining low administrative burdens and costs?
- How are values updated over time to reflect changes in the grid while still ensuring dependable revenue for developers?
- How close (in topological terms or geographical terms) must a DER be to the constrained location to be a useful solution? Is co-location on the same substation sufficient? Same feeder? Or are broader geographies possible?
- What are the core capabilities that utilities need to develop to offer customers such programs?

Finally, MassCEC intends for this research to achieve the following objectives:

1. Define parameters for the value of DERs as grid resources and compensation mechanisms for their use;
2. Define clear cost assumptions for EDCs;
3. Provide frameworks for the EDCs to use internally to make decisions on contracting resources;
4. Support a transparent, traceable, and repeatable DER-as-Grid Asset Screening Process for the EDCs.

IV. ELIGIBILITY

An applicant or applicant team (each an “Applicant”) may consist of one 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	September 26th
Questions due to MassCEC via email to grid@masscec.com	October 14th
Questions with Answers Posted to MassCEC Website	October 21st

Proposals Due	October 28th
Interviews of Top Applicants by MassCEC and EDCs	November
Notification of Award	November/December

VI. SCOPE OF WORK

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

1. Develop a set of pragmatic frameworks for the statewide¹⁸ optimization of value associated with the use of DERs in distribution system grid services, including an analysis of benefits and costs, operational necessities, and compensation structures.
 - a. The benefit and cost framework is intended to assess the drivers of value created by customer-owned DER deployed as grid assets controlled by the EDC. This framework must include, at a minimum:
 - i. A landscape survey and literature review establishing what types of value are reasonably included and which are too insignificant or too difficult to measure to be included;
 - ii. An analysis of the impact of grid topography on asset value, including the degree of geographic specificity of that value;
 - iii. An analysis of the impact of temporal changes on asset value, especially as grid needs become saturated;
 - iv. A description of how DER assets would dispatch to provide the identified value, particularly when stacking multiple sources of value (including, for example, pursuit of revenue under Commonwealth policies such as the Clean Peak Standard and/or pursuit of revenue from ISO-NE wholesale markets;
 - v. An assessment of the costs to both EDCs and developers for EDC control of assets including an assessment of the costs to establish and maintain new software systems and technological capabilities to operate such programs and/or market;
 - vi. An analysis of where such programs/markets fit into electric distribution system planning processes;
 - vii. An assessment of feasibility of participation from the DER community; and
 - viii. Proposed criteria for how the EDCs select which assets with which to engage.

¹⁸ MassCEC assumes that proposals will pertain only to the Commonwealth’s investor-owned utilities. Bidders may discuss implications for municipal lighting plants at their option.

- b. The operational framework is intended to address key questions of operational success. This framework must include, at a minimum:
 - i. A recommended mechanism for measuring the value yielded by the asset’s performance at the facility level, including consideration of multiple value streams and the feasibility of various metering configurations;
 - ii. A recommended mechanism for asset optimization, especially when stacking multiple sources of value;
 - iii. A description of potential interactions between this stream of compensation and other programs such as Solar Massachusetts Renewable Target (“SMART”), Clean Peak Standard (“CPS”), and Independent System Operator-New England (“ISO-NE”) wholesale markets;
 - iv. A description of required additional equipment including for communications and metering;
 - v. The utility of, and any operational challenges to, aggregation of assets;
 - vi. An analysis of tariff provisions, regulatory issues, existing Interconnection Service Agreements and/or ISO-NE considerations that might impact program implementation;
 - vii. An assessment of realistic notice provisions that must be provided to asset owners for appropriate dispatch of assets; and,
 - viii. Differences in feasibility of and requirements for new and existing customers to take advantage of this revenue streams.
 - c. The compensation structure framework must address questions of how to fairly allocate the value of the projects. This framework must include, at a minimum:
 - i. A landscape survey describing mechanisms of compensation that have been implemented in other jurisdictions, including an analysis of the advantages and disadvantages of both market-based mechanisms and bilateral structures that identifies the relative risk assumption and appropriate split of costs between ratepayers and providers;
 - ii. A description of contractual frameworks that define terms for such services, including different approaches to the term length of that compensation (e.g., daily market or long-term procurement);
 - iii. A description of the corresponding approaches for the EDCs in sourcing projects (i.e., does a market structure mean that EDCs will define specific value streams that they are seeking and does a bilateral structure imply a project-by-project holistic calculation of value?); and
 - iv. An analysis of utility earnings model within those compensation mechanisms and a recommendation of an appropriate approach to cost-recovery for the EDCs both for operational necessities and asset compensation.
2. Engage existing asset owners in interviews and group meetings with the EDCs to explore real world examples of how their assets could be used in distribution system grid services with the following goals:

- a. Ground-truth practicality of frameworks established in Task 1;
 - b. Assess willingness to participate; and
 - c. Understand range of expected compensation levels and contract length.
3. Informed by stakeholder feedback in Task 2, provide a final report with recommendations on key program design considerations, including:
- a. Promising value streams;
 - b. Operational approach to optimize those value streams;
 - c. A mechanism for compensation; and
 - d. A clear description of any “negative results,” or value streams and program concepts that were found to not provide sufficient benefits to justify the financial and/or administrative costs of program setup and operation.

The final report must also include two or more generic, illustrative case studies of potential applications, e.g., volt/var optimization or capacity provision. The final report should also include a brief, qualitative commentary on how promising programmatic concepts could be piloted or demonstrated.

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. “Value of Distributed Energy Resources for Distribution System Grid Services” 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 Member Resumes (as an appendix)
5. Supplemental Materials (as optional appendices)

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.

PROPOSAL REQUIREMENTS

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

Executive Summary (1 page): 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 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, particularly related to Distributed Energy Resource Management Systems (DERMS), Locational Marginal Pricing (LMP) calculation, advanced distribution system engineering and design and/or integrated resource planning and the current status of those projects. 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- to two-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 years.

Workplan Narrative (maximum 5 pages): The Workplan describes work activities, deliverables and timeline associated with completing the Scope provided in Section VI. The Workplan shall 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 and the grid-facing investments proposed by the EDCs in Dockets #21-80/81/82. To the greatest extent practicable, Applicants should also comment on the relevance of their approach to work undertaken by the Commonwealth's EDCs as part of their operations in neighboring jurisdictions.

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.¹⁹ 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.

VIII. SELECTION CRITERIA

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

Applicant Proposals will be evaluated on the following criteria:

Criterion	Definition
<p>Range of Services to be Provided</p>	<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 Program? 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? 5. If the Applicant has suggested changes to the primary Scopes (additions, alterations or deletions), are those changes aligned with the overall goals of the Program?

¹⁹ Please note that contractor rates are not considered confidential in the case of a public records request. Please see Section XI for additional information on the Massachusetts Public Records law.

<p>Qualifications</p>	<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 cost-benefit analysis, distributed energy resource management systems, locational marginal pricing, and/or integrated resource planning? Do all individuals proposed as key team members have relevant technical expertise and experience working with EDCs? 3. What is the Applicant’s plan for acquiring technical knowledge that it may not have in-house? 4. Has the Applicant demonstrated successful performance under previous MassCEC, state, or federal contracts? 5. Has the Applicant provided strong references and recommendations? 6. Does the Applicant demonstrate strong communication and interpersonal skills which would enable the Applicant to communicate Program goals, deadlines and expectations with the MassCEC team?
<p>Familiarity with Commonwealth Context</p>	<ol style="list-style-type: none"> 1. Has the Applicant demonstrated familiarity with the relevant regulatory context in Massachusetts, including DPU Dockets #21-80/81/82? 2. Has the Applicant demonstrated familiarity with the existing capabilities and plans filed by the Commonwealth’s EDCs in Massachusetts and neighboring jurisdictions?
<p>Project Workplan</p>	<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? 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 Schedule both reasonable and realistic?
<p>Overall Quality of Proposal</p>	<ol style="list-style-type: none"> 1. Has the Applicant presented their qualifications clearly, completely and in adherence to the Proposal format? 2. Has the Applicant demonstrated sufficient time resources and flexibility to participate in the Program?
<p>Value Demonstration</p>	<ol style="list-style-type: none"> 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?

XI. 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.

X. CONTACT INFORMATION FOR QUESTIONS

Please submit all questions in writing to grid@masscec.com no later than October 14th, 2022. “Value of Distributed Energy Resources for Distribution System Grid Services RFP Questions” must appear in the subject line. Responses to questions will be posted on the RFP page by October 21st.

XI. GENERAL REQUEST FOR PROPOSALS CONDITIONS

NOTICE OF PUBLIC DISCLOSURE

As a public entity, MassCEC is subject to Massachusetts’ Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. 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.

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 Sample Agreement attached

to this RFP as Attachment B, which will set forth the respective roles and responsibilities of the parties.

ATTACHMENT A: AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM

Value of Distributed Energy Resources for Distribution System Grid Services (the "RFP")

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

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

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

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

Applicant: _____

(Printed Name of Applicant)

By: _____

(Signature of Applicant or Authorized Representative)

Title: _____

Date: _____

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 63 Franklin Street, 3rd Floor, Boston, Massachusetts, 02110, 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, in consideration of the recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, MassCEC, and Contractor agree as follows:

1. **Scope of Services:** Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 1 attached hereto (the "Services"), which exhibit is incorporated by reference. This Agreement shall apply to all Services provided from time to time by Contractor to MassCEC during the Term, as defined below. Contractor shall perform the Services in accordance with schedule in Exhibit 1 (the "Schedule").
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]** 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 State's Office of the Commonwealth of Massachusetts.

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](mailto:[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 "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 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: [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.

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 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]

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				