



Request for Proposals: Energy Storage Market Update
and Mid- and Long-Duration Energy Storage Strategy
Study

RFP No. FY2023-LDES-01

Date of Issue: December 1, 2022

Proposals Due: January 18, 2023

Total Funding Available: \$500,000

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

I. SUMMARY

The Massachusetts Clean Energy Center (“MassCEC”), in collaboration with the Massachusetts Department of Energy Resources (“DOER”), is issuing this Request for Proposals (RFP) in fulfillment of Section 80 of *An Act Driving Climate Policy Forward*, 2022 Mass. Acts 179 (“the 2022 Climate Act”).¹ To support work required by this Section, MassCEC and DOER seek to retain a consultant or consultant team to provide an overview of the existing energy storage market in the Commonwealth, a market report focused on emerging mid- and long-duration storage technologies, and a study concerning the potential benefits of mid- and long-duration storage to Massachusetts ratepayers as the Commonwealth seeks to achieve its Clean Energy and Climate Plan targets through 2050.

II. ABOUT MASSCEC AND DOER

The Massachusetts Clean Energy Center (“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 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.

The Massachusetts Department of Energy Resources (“DOER”) is an agency of the Executive Office of Energy and Environmental Affairs (“EEA”). DOER’s mission is to create a clean, affordable, equitable and resilient energy future for all residents, including low-income and Environmental Justice populations, businesses, communities, and institutions in the Commonwealth. To meet these objectives, DOER develops and implements policies and programs to ensure the adequacy, security, diversity, and cost-effectiveness of the Commonwealth’s energy supply. DOER is committed to working to promote energy programs and policies that are developed and implemented to ensure environmental justice among all the Commonwealth’s citizens, communities, businesses, and institutions.

III. PROGRAM GOALS AND DESCRIPTION

The Commonwealth has identified energy storage as a significant strategic opportunity for Massachusetts, and has supported this industry through the ongoing Energy Storage Initiative.² The

¹ <https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter179>

² <https://www.mass.gov/energy-storage-initiative>

Energy Storage Initiative has included a study on the potential benefits of energy storage,³ a pilot-and-demonstration grant program known as Advancing Commonwealth Energy Storage (ACES),⁴ and the determination of a specific target for energy storage deployment in the Commonwealth.⁵ In addition to other policy actions, these steps have been successful in building an in-state energy storage industry, with over 300 MWh of storage installed as of early 2022.⁶ The majority of energy storage currently installed in the Commonwealth is either pumped hydropower storage or lithium-ion battery storage, with lithium-ion battery storage constituting the bulk of projects in-development.

The Massachusetts General Law (“MGL”) Chapter 164, Section 1 defines energy storage as “commercially available technology that is capable of absorbing energy, storing it for a period of time and thereafter dispatching the energy” and specifies further that such technology must:

reduce the emission of greenhouse gases; reduce demand for peak electrical generation; defer or substitute for an investment in generation, transmission or distribution assets; or improve the reliable operation of the electrical transmission or distribution grid; and provided further, that an energy storage system shall: use mechanical, chemical or thermal processes to store energy that was generated for use at a later time; store thermal energy for direct heating or cooling use at a later time in a manner that avoids the need to use electricity at that later time; use mechanical, chemical or thermal processes to store energy generated from renewable resources for use at a later time; or use mechanical, chemical or thermal processes to capture or harness waste electricity.⁷

The 2022 Climate Act adds new definitions for “Long-duration energy storage system” and “Mid-duration energy storage system.”⁸ Mid-duration storage must be able to discharge at rated power for between four (4) and ten (10) hours, and long-duration storage must be able to discharge at rated power for over ten (10) hours. The 2022 Climate Act further adds a new requirement for DOER and MassCEC to conduct a study reviewing the status of the energy storage market and investigating the potential of mid- and long-duration storage to contribute to meeting the Commonwealth’s emission reduction targets and provide ratepayer benefits.⁹

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.

³ <https://www.mass.gov/service-details/energy-storage-study>

⁴ <https://www.masscec.com/program/advancing-commonwealth-energy-storage-aces>

⁵ <https://www.mass.gov/info-details/esi-goals-storage-target>

⁶ Id.

⁷ MGL 164, Section 1

⁸ Section 83B of An Act Relative to Green Communities, St. 2008, c. 169, as amended by the 2022 Climate Act, Section 61

⁹ 2022 Climate Act, Section 80

V. ESTIMATED TIMELINE

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

Release of RFP	December 1, 2022
Questions due to MassCEC via email to grid@masscec.com	December 15, 2022
Questions with Answers Posted to MassCEC Website	December 21, 2022
Proposals Due	January 18, 2023
Interviews of Top Applicants (at MassCEC and DOER Discretion)	Week of February 6, 2023
Notification of Award	Week of February 27, 2023

VI. SCOPE OF WORK

The Scope of Work for the Project has four core Tasks:

- 1) Energy Storage Inventory and Progress Report;
- 2) Emerging Mid- and Long-Duration Storage Technologies Market Report;
- 3) Report on Potential Applications of Mid- and Long-Duration Storage; and
- 4) Memo Integrating Stakeholder Feedback, Overall Conclusions, and Recommendations.

Applicants must provide bids on all four Tasks. MassCEC anticipates selecting a single Applicant or Applicant Team for all four Tasks, and Applicants are allowed to develop a team that can address all four Tasks.

The proposed scope for each Task is summarized below.

TASK 1: ENERGY STORAGE INVENTORY AND PROGRESS REPORT

The awarded Applicant will draft a report including the following chapters:

- *Status of Current Energy Storage Deployment*, including but not limited to an overview of:
 - The patterns of energy storage systems currently in use, including short, mid, and long duration
 - The state of energy storage systems currently in development, including short, mid, and long duration. This should include a discussion of the locational impact of energy storage system siting and existing constraints to storage development such as market challenges, interconnection challenges, and impediments to “value stacking”
 - A qualitative evaluation of economic development, environmental, equity, and ecosystem impacts of current energy storage systems

- The performance of energy storage systems under frequent deployment, barriers to deployment or utilization and incentives and programs that could facilitate their deployment or utilization
- Specific discussion of utilization of any existing mid or long duration energy storage systems and how to optimize benefits for the Commonwealth
- *Discussion of Existing Policy Landscape*, including but not limited to:
 - A summary of DOER and other Commonwealth Policies, such as the Clean Peak Energy Standard, energy storage-specific features of the SMART program, and the Mass Save ConnectedSolutions program
 - A review of energy storage policies and programs in neighboring states and New England. This may also include a review of relevant mid- or long-duration energy storage studies and findings from across the country.
 - An overview of policy costs to ratepayers
 - Implications of the Inflation Reduction Act on energy storage development and costs (including ratepayer costs)
- An *Energy Storage Business Case Analysis* focused on commercialized technologies, including:
 - Prototypical financial model of an existing small (residential) install, mid-size (C&I BTM), large (standalone or hybrid w/PV) and anticipated IRR under current policies
 - “Missing money” analysis characterizing any revenue gaps that impede development of storage that may otherwise provide ratepayer benefits
 - A discussion of the cost effectiveness of additional state tax and/or financing incentives for currently commercialized energy storage technologies, including a discussion of how different financing mechanisms and the requirements to qualify for such mechanisms may impact charge/discharge behavior
 - An evaluation of the business case impacts of economic development, environmental, equity, and ecosystem regulations and requirements
 - A discussion of the ability of consumers to access different incentives and financing mechanisms depending on geographical factors, income distribution, regional economic factors, and other relevant customer-related factors

MassCEC and DOER anticipate that the awarded Applicant will conduct interviews with stakeholders (such as project developers, electric distribution companies, ISO New England, environmental advocates, and others) as needed to inform this report. MassCEC will also provide the awarded Applicant with the collected corpus of cost and performance data collected from projects under the Advancing Commonwealth Energy Storage program.¹⁰

¹⁰ Other potential resources include, but are not limited to:

- The Commonwealth’s Clean Energy and Climate Plan (<https://www.mass.gov/info-details/massachusetts-clean-energy-and-climate-plan-for-2025-and-2030>) and Decarbonization Roadmap (<https://www.mass.gov/info-details/ma-decarbonization-roadmap>)
- The Commonwealth’s State of Charge study (<https://www.mass.gov/service-details/energy-storage-study>)
- MIT Energy Initiative’s Future of Energy Storage report (<https://energy.mit.edu/research/future-of-energy-storage/>)

Applicants should note that MassCEC and DOER consider commercialized storage technologies to include at least both lithium-ion and pumped hydropower.

TASK 2: EMERGING MID- AND LONG-DURATION STORAGE TECHNOLOGIES MARKET REPORT

The awarded Applicant will draft a report covering the following topics:

- A discussion of emerging technology options for mid- and long-duration storage, including a description of their basic principles of operation and state of commercialization of such technologies
- An overview of known cost and performance characteristics and environmental and social impact to the greatest extent possible given confidentiality restrictions
- Project development considerations concerning the identified technologies, including:
 - Lead time
 - Siting needs, including a qualitative discussion of land requirements
 - Safety considerations during normal usage as well as significant safety risks associated with the identified technologies
- A discussion of use cases for mid- and long-duration energy technologies (included but not limited to benefits of siting with offshore wind, reducing peaks, and improving grid reliability)
- A conceptual discussion of tax, financing, and/or grant incentives that may be effective in encouraging deployment of the identified technologies, and in particular how financing mechanisms and incentives differ in impact for the identified technologies versus short-duration storage

MassCEC anticipates that the awarded Applicant will conduct interviews with stakeholders (such as technology developers, investors, and others) as needed to inform this report and may execute non-disclosure agreements to enable providing MassCEC and DOER with a publicly releasable digest of relevant information.

TASK 3: POTENTIAL APPLICATIONS OF MID- AND LONG-DURATION STORAGE

The awarded Applicant will perform analysis and draft a report covering the potential contribution of additional mid- and/or long-duration storage. Applicants should note in particular that the Commonwealth's long-term modeling for the Roadmap to Deep Decarbonization report and Final Clean Energy and Climate Plan for 2030 did not call for deployment of mid- and long-duration storage and rather models the New England region as relying on continued usage of natural gas-fired generation for firming and balancing applications.

MassCEC and DOER are interested in the potential role of mid- and long-duration storage technologies in ameliorating energy shortfall conditions. MassCEC and DOER are interested in an analysis of this potential for both bulk- or wholesale-type applications as well as applications more focused on local or

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- The Virginia Energy Storage Task Force final report (<https://rga.lis.virginia.gov/Published/2021/HD13>)
 - Strategen's Long-Duration Energy Storage study for California (<https://www.strategen.com/strategen-blog/long-duration-energy-storage-for-californias-clean-reliable-grid>)
 - Relevant work at ISO-NE, including the Future Grid Reliability study (https://www.iso-ne.com/static-assets/documents/2022/07/2021_economic_study_future_grid_reliability_study_phase_1_report.pdf) and Second Cape Cod Resource Integration Study (https://www.iso-ne.com/static-assets/documents/2022/09/a03_second_cape_cod_resource_integration_study_status_update.pdf)

customer-sited uses. In each case, the analysis should characterize the nature of the opportunity or challenge and then assess the ability of mid- or long-duration storage to provide ratepayer value in the relevant context. Particular applications of interest are described below. MassCEC and DOER are open to proposed additional applications, however applications to this RFP must address at least those applications described herein.

WHOLESALE ELECTRICITY APPLICATIONS

Need for Winter Reliability and a Strategic Electricity Reserve

The analysis should provide:

- A characterization of winter reliability energy gap, including a description of the conditions that would create a reliability event.¹¹
- An assessment of the likelihood of these conditions occurring (based on weather extremes and randomness or stochasticity associated with weather events) before 2030, 2040, and 2050.
- A clear distinction between price spike events and reliability events.
- A description of these events to ratepayers in terms of both reliability and cost.
- A quantification of the size of an energy reserve needed to alleviate these concerns.

Need to Maintain Reliability in Support of Clean Energy Goals and Net Zero Compliance

The analysis should provide:

- A characterization of the balancing or firming need anticipated over the period between 2025 and 2050, with a concentration on “doldrum” periods impacting offshore wind generation
- Commentary on the potential economic benefits of seasonal generation/load balancing, such as balancing excess solar generation during high-solar/low-load periods
- Commentary on the potential reliability risk associated with a loss of transmission necessary for power imports and simultaneous loss of generation, including solar, on a gigawatt scale.
- An assessment of the likelihood of these conditions occurring (based on weather extremes and randomness or stochasticity associated with weather events) before 2030, 2040, and 2050.

Potential Contribution from Mid- and Long-Duration Storage

The analysis should provide a discussion of the potential for mid- and long-duration storage to address these issues, including:

- The feasibility of this approach, addressing concerns such as:
 - The ability of relevant technologies to address multi-day conditions
 - The basic economic feasibility of this approach, including a discussion of cost thresholds or how to determine such thresholds
 - The need to charge mid- or long-duration storage prior to relevant events
 - The ability of relevant technologies to maintain high state-of-charge as needed for long periods
- The potential benefits to ratepayers of employing mid- and long-duration storage to address these issues versus other available options (most notably, preservation of the natural gas generating fleet as contemplated in the Roadmap report). The report should discuss at least the following considerations:
 - The cost profile of mid- and long-duration storage

¹¹ Applicants should be aware of ISO-NE work conducted on this topic: <https://www.iso-ne.com/committees/key-projects/operational-impacts-of-extreme-weather-events/>

- the benefits and limitations to site such resources and consideration of necessary land area and associated environmental impact
- Emissions and environmental benefits and risks associated with use of mid- and long-duration storage versus other options
- Any benefits associated specifically with reduced reliance on resources that must be sourced out-of-region
- A discussion of operational paths for use of mid- and long-duration storage, such as which entity would ideally own such resources (options may include the EDCs and/or their transmission affiliates, merchant entities including merchant transmission owners, the Commonwealth or sub-entities thereof, and other entity types not listed here)
- An assessment of grid integration process for mid- and long-duration energy storage systems

DISTRIBUTION AND END USER APPLICATIONS

MassCEC and DOER expect that most applications of mid- and long-duration storage will be at the bulk power system level. That said, MassCEC and DOER wish the report to address any potential uses of mid- and long-duration storage at the distributed scale that may provide benefits to ratepayers. MassCEC and DOER expect that such uses may include:

- Addressing peak demand, including to a potentially greater depth than short-duration storage. The report should:
 - Characterize peak energy needs at regional and local (substation/circuit levels)
 - Quantify the relationship between peak shaving depth and price impact for both regional and local peaks
 - Discuss the potential role of mid- and long-duration storage to shave peaks in the Commonwealth's specific context
 - Discuss any local grid and environmental impacts of distribution-sited systems
- Providing reliability and resiliency to critical facilities. The report should:
 - Discuss the potential of mid- and long-duration storage to provide continuity of electric service to critical facilities, including healthcare institutions, cooling centers, local shelters, and other types of critical sites
 - Address the ability of mid- and long-duration storage to replace combined heat-and-power systems in facilities that rely on such systems for both blue-sky and black-sky services
- Any other distribution-scale use cases of particular interest, which may be proposed by bidders as appropriate.

The report should discuss feasibility of using mid- and long-duration storage resources to address these types of uses, with particular consideration of:

- Minimum system sizes and the cost of scaling to small system sizes for relevant technology types
- Similar ownership and dispatch considerations as described above
- Any rate design or metering changes that would significantly improve the feasibility of using mid- and long-duration storage resources behind-the-meter
- Any advantages or disadvantages mid- and long-duration storage technologies offer in addition to comparing them to existing short-duration storage technologies

TASK 4: MEMO INTEGRATING STAKEHOLDER PROCESS, OVERALL CONCLUSIONS, AND RECOMMENDATIONS

During the Project, the awarded Applicant will be expected to support MassCEC and DOER in holding at least two public stakeholder meetings to increase transparency of the Project and solicit feedback from a diverse set of stakeholders. The stakeholder meetings will be organized and hosted by the MassCEC and DOER Team but will require the awarded Applicant to present interim work products and address technical questions. MassCEC and DOER expect to solicit both verbal and written comment during the project. The awarded Applicant may be asked to review and summarize technical stakeholder comment. MassCEC and DOER expect the stakeholder feedback during the project may refine project scope and impact final conclusions and recommendations.

At the conclusion of the project, the awarded Applicant should provide a brief memo integrating the overall conclusions of the first three task reports and providing key recommendations for the Commonwealth. This memo should include:

- An overview cost analysis and description of ratepayer impacts of potential deployment of mid- and long-duration energy storage
- An overall discussion of technology availability over the short- and mid-term future
- A qualitative discussion of the best opportunities to deploy mid- and long-duration storage in the Commonwealth and the value proposition offered by these technologies
- Recommendations on the most cost-effective policy approach to deploying beneficial mid- and long-duration storage

VII. HOW TO APPLY

To respond to this Request for Proposals, Applicants must 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. “Long Duration Storage Study” 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, 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 energy storage, new technology market analysis, business case analysis, and risk analysis.
- Describe the team's ability to work with key stakeholders such as technology providers, project developers, and EDCs in alignment with MassCEC's Program goals.
- 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 10 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. Applicants must 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, and identify any additional steps or evaluation that the Applicant recommends to achieve project goals and objectives more effectively. The Workplan Narrative should explicitly describe how Applicants plan to arrive at sufficiently specific and quantitative understandings of the performance and cost characteristics of technologies that are not fully commercialized; which components of the scope the bidders propose to execute as quantitative modeling exercises and which components can be sufficiently covered with a qualitative analysis; and how the bidder plans to evaluate the benefits of medium- and long-duration storage in use cases focused on tail risk events, given that incorporating highly contingent benefit cases into traditional cost-benefit analysis can be challenging.

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. Applicants must 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.

Under no circumstances will MassCEC accept responses past the deadline.

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"> Does the Applicant plan to provide services commensurate with the services requested by MassCEC and DOER? Does the Applicant demonstrate an understanding of the concepts and motivators underlying the Program? Does the Applicant demonstrate an ability and interest in provision of the scope? Has the Applicant clearly outlined a proposed approach for working with MassCEC, DOER, and other key stakeholders? If the Applicant has suggested changes to the Scope (additions, alterations or deletions), are those changes aligned with the overall goals of the Program?
<p>Qualifications</p>	<ol style="list-style-type: none"> 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? What is the Applicant’s experience in energy storage, emerging technologies, risk analysis, and cost benefit analysis? Do all individuals proposed as key team members have relevant technical expertise? What is the Applicant’s plan for acquiring technical knowledge that it may not have in-house?

	<ol style="list-style-type: none"> 4. Has the Applicant demonstrated successful performance under previous MassCEC, DOER, 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 and DOER team?
Familiarity with Commonwealth Context	<ol style="list-style-type: none"> 1. Has the Applicant demonstrated familiarity with the relevant project development context in the Commonwealth, including the existing energy storage market, demonstration projects owned by the Commonwealth’s EDCs or MLPs, and project development pipeline? 2. Has the Applicant demonstrated familiarity with the existing programs for which energy storage is eligible to participate at both the state and wholesale level?
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? 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? 6. Will the proposed Schedule enable DOER to draft a staff report by the statutory deadline of December 31, 2023, as required?
Overall Quality of Proposal	<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?
Value Demonstration	<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 send questions to grid@masscec.com.

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

ATTACHMENT A: AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM

Request for Proposals: Energy Storage Market Update and Mid- and Long-Duration Energy Storage Strategy Study (the "RFP")

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

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

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

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

Applicant: _____

(Printed Name of Applicant)

By: _____

(Signature of Applicant or Authorized Representative)

Title: _____

Date: _____

ATTACHMENT B: SAMPLE AGREEMENT

AGREEMENT FOR SERVICES

This **AGREEMENT FOR SERVICES** (the "Agreement"), effective as of [Date – M/D/YYYY], the ("Effective Date"), is by and between the **Massachusetts Clean Energy Technology Center** ("MassCEC"), an independent public instrumentality of the Commonwealth of Massachusetts (the "Commonwealth") with a principal office and place of business at 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.] [**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 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)

- 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. 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 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 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				