



Request for Proposals

**Consultant Services for
Massachusetts Interagency Offshore Wind Council and
Offshore Wind Strategic Plan**

RFP OSW-2023-04

Date of Issue: August 18, 2023

Proposals Due: September 15, 2023

Total Funding Available: Up to \$175,000

All proposals must be submitted to:

offshorewind@masscec.com

CONTENTS

I. SUMMARY 3

II. ABOUT MASSCEC..... 3

III. PROGRAM BACKGROUND, GOALS, AND DESCRIPTION 4

 Interagency Offshore Wind Council..... 4

 Massachusetts Habitat and Fisheries Working Groups on Offshore Wind 4

 Strategic Plan Goals 5

 Council Meetings, Stakeholder engagement, and Strategic Plan Development 6

IV. ELIGIBILITY 7

V. ESTIMATED TIMELINE 8

VI. SCOPE OF WORK 8

 Task 1: Meeting Facilitation And Stakeholder Engagement 9

 Task 2: Offshore Wind AssessmentS..... 10

 Task 3: OffShore Wind Strategic PlanNING..... 10

VII. HOW TO APPLY 11

VIII. SELECTION CRITERIA 14

IX. BUDGET 15

X. QUESTIONS ON RFP 15

XI. GENERAL REQUEST FOR PROPOSALS CONDITIONS 15

 Notice of Public Disclosure 15

 Disclaimer & Waiver Authority 15

 Contract Requirements..... 16

ATTACHMENT A: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM 17

ATTACHMENT B: FORM OF AGREEMENT FOR SERVICES..... 18

I. SUMMARY

Through this Request for Proposals (“RFP”), the Massachusetts Clean Energy Center (“MassCEC”), in collaboration with the Executive Office of Energy and Environmental Affairs (“EEA”), the Department of Energy Resources (“DOER”), and the Office of Coastal Zone Management (“CZM”), seeks proposals from qualified entities with experience in offshore wind, stakeholder engagement and facilitation, and strategic planning to support a newly formed Interagency Offshore Wind Council (the “Council”) by providing services for meeting facilitation and stakeholder engagement, offshore wind focused assessments, and assistance in the development of a Massachusetts Offshore Wind Strategic Plan (the “Strategic Plan”). The selected Applicant (as defined in Section IV below) is referred to hereunder as the “Consultant”.

The Council will meet regularly to advance communication, alignment, collaboration, and joint execution of advancing and growing the Massachusetts offshore wind industry. The Council will be responsible for developing the Strategic Plan with stakeholder input.

The Strategic Plan will: (1) assess and describe the current status of the offshore wind industry in the Commonwealth and the region, existing legal and policy frameworks, and progress to date; (2) identify key drivers, gaps and needs, and findings; and (3) lay out a long-term vision for offshore wind and recommend specific actions and strategies.

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 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 BACKGROUND, GOALS, AND DESCRIPTION

INTERAGENCY OFFSHORE WIND COUNCIL

On April 20, 2023, EEA Secretary Rebecca Tepper announced the establishment of the Interagency Offshore Wind Council. It is a top priority of the Healey-Driscoll Administration to advance the responsible development of offshore wind to meet the Commonwealth's ambitious climate goals. Years of substantial effort and ongoing coordination and cooperation have resulted in significant progress in Massachusetts, which is recognized as a leader for offshore wind in the United States. Continuing to advance and grow our state's offshore wind industry will require greater interagency collaboration. Formalizing and elevating these efforts through a new Interagency Offshore Wind Council will advance communication, alignment, collaboration, and joint execution.

Chaired by EEA, the Council includes representatives from the DOER, MassCEC, CZM, the Department of Fish and Game's Division of Marine Fisheries and Division of Fisheries and Wildlife, the Department of Environmental Protection, the Department of Public Utilities, the Executive Office of Economic Development, the Executive Office of Labor & Workforce Development, and the Executive Office of Education.

The Council will meet regularly and is responsible for developing the Strategic Plan with stakeholder input. A Steering Committee, comprised of EEA, DOER, CZM, and MassCEC, and assisted by the Consultant, will support the core work of the Council.

MASSACHUSETTS HABITAT AND FISHERIES WORKING GROUPS ON OFFSHORE WIND

Since 2009, Massachusetts has been working closely with the U.S. Bureau of Ocean Energy Management and other federal, state, tribal, and local agency representatives and elected officials, participating on Intergovernmental Task Forces to coordinate renewable energy planning activities on the Outer Continental Shelf and serves as forums to discuss stakeholder issues, exchange data and information about ocean use and resources, and facilitate collaboration opportunities. To augment the Task Force process and engage directly with key stakeholders, EEA and MassCEC convened two working groups: (1) the [Fisheries Working Group on Offshore Wind Energy](#); and (2) and the [Habitat Working Group on Offshore Wind Energy](#). While the working groups are voluntary and informal, they provide a critically important forum for maintaining a dialogue with key stakeholders, getting their feedback and guidance, and identifying issues and concerns. Input from the working groups has directly resulted in accommodations to avoid important marine habitat, fishing grounds, and marine commerce

routes in the designation of the wind energy lease areas. The Fisheries and Habitat Working Groups continue to provide valuable advice as leaseholders proceed through the next phases of the BOEM wind energy commercial leasing process, including site assessments, environmental and technical reviews, and development of construction and operations plans. The working groups will be a valuable source of input for the Strategic Plan process.

STRATEGIC PLAN GOALS

The Strategic Plan will: (1) assess and describe the current status of the offshore wind industry in the Commonwealth and the region, existing legal and policy frameworks, and progress to date; (2) identify key drivers, gaps and needs, and findings; and (3) lay out a long-term vision for offshore wind and recommend specific actions and strategies necessary to advance the following goals and objectives by 2040 through the following:

- I. Ensure Comprehensive Planning with Robust Stakeholder Engagement
 - Advance responsible planning and siting for offshore wind lease areas and potential cable landing locations sufficient to meet goals.
 - Maintain and expand meaningful opportunities and forums for stakeholder engagement and input.
 - Ensure the inclusion of communities, including energy justice communities and the fishing industry, in strategic development.
- II. Implement Efficient and Effective Environmental Reviews and Support for Mutual Co-Existence
 - Employ coordinated and timely environmental review and permitting to avoid or minimize potential adverse effects.
 - Develop and manage robust mitigation and compensation framework(s).
- III. Establish a Long-Term Offshore Wind Energy Target and Plan for Procurements and Offtake
 - Develop a target and timeline for offshore wind development that supports the Commonwealth's electric sector emission reduction targets and utilizes the local supply chain.
 - Advance state-led procurements, wholesale market development, and other generation offtake mechanisms and opportunities.
- IV. Grow Massachusetts as a National Hub for Offshore Wind Economic Development
 - Support the purposeful redevelopment of ports and infrastructure for marshalling, manufacturing/fabrication, operations and maintenance, and other important maritime services for offshore wind.

- Develop a diverse and equitable offshore wind workforce.
 - Expand the Commonwealth’s offshore wind business cluster and advance a local and regional supply chain.
- V. Develop a Modern and Resilient Transmission System with Efficient Interconnection of Offshore Wind
- Plan for the implementation of a modernized, integrated transmission system to interconnect offshore wind.
 - Ensure grid reliability and resiliency.
 - Investigate the benefits of new transmission links between regions.
- VI. Promote Research and Innovation for New Technologies, Solutions, and Services
- Support entrepreneurs and early-stage companies in technology and intellectual property development and commercialization and forge closer ties to developers, suppliers, and universities.
 - Support academic research institution partners to deliver data, knowledge, and innovations that significantly advance ocean energy industries.
 - Support access to testing and demonstration facilities for product or process pilots, validation, and certification.

COUNCIL MEETINGS, STAKEHOLDER ENGAGEMENT, AND STRATEGIC PLAN DEVELOPMENT

The Consultant will support the Council by: (1) providing assistance in the preparation and facilitation of meetings; (2) planning for and executing robust opportunities for stakeholder engagement; and (3) facilitating working groups to address key topics as necessary. The Consultant will provide direct support in the development of the Strategic Plan, including advice and guidance on its audience, form, and structure; drafting certain sections and/or editing drafts developed by Council members or staff; and providing recommendations for actions, strategies, and implementation approaches. The Consultant may be tasked with conducting specific offshore wind related assessments (i.e., high-level studies, literature reviews, and other information gathering and analysis) for certain elements related to the Strategic Plan (e.g., current and future models for procurements; annotated summary of transmission studies; or the identification of key elements of the floating offshore wind supply chain).

The Table below contains a draft framework for the Council meetings, stakeholder engagement sessions, and plan development milestones. The first Council meeting was held on August 17, 2023, and future meetings will be spaced to allow for advancement of work products and ensure meetings will be productive in advancing the overall Council purpose. For planning purposes, the meetings will be scheduled roughly every two months with the intention of

having a draft Strategic Plan developed by the spring of 2024. The framework in the table below is provided as an indicative summary of the planned meetings and intended purpose. The framework (and other elements of the Council work) is subject to change at the discretion of the Council and/or Steering Committee.

Meeting #	Proposed Meeting Purpose
1	<ul style="list-style-type: none"> • Kick-off meeting • Review purpose, goals, objectives, timelines for Council • Review draft schedule for Strategic Plan development • Review outreach/stakeholder engagement opportunities • Consider structure of Council
2	<ul style="list-style-type: none"> • Discuss/review OSW need to meet 2050 decarbonization, CECP context • Discussion on vision, goals, and objective of Strategic Plan • Planning for stakeholder listening sessions • Introduce Consultant contractor
3	<ul style="list-style-type: none"> • Review draft Strategic Plan framework and outline • Form working groups on key topics • Finalize listening sessions and other engagements
4	<ul style="list-style-type: none"> • Review stakeholder input • Finalize Strategic Plan framework and outline • Assign chapter leads
5	<ul style="list-style-type: none"> • Review initial chapter drafts • Plan for stakeholder input on draft Strategic Plan
6	<ul style="list-style-type: none"> • Public review of draft Strategic Plan
7	<ul style="list-style-type: none"> • Review stakeholder input on draft Strategic Plan • Final revisions
8	<ul style="list-style-type: none"> • Approve and issue final Strategic Plan
...	<ul style="list-style-type: none"> • Ongoing meetings for coordination and plan implementation

IV. ELIGIBILITY

Respondents may be an individual company, organization, institution or may be a team of such entities (an “Applicant” or “Applicants”). In the case where the Applicants are a team of two or more entities, one entity shall be designated as the lead. MassCEC requires proposals that can provide all of the needed services. The Applicant(s) must demonstrate that it has the necessary qualifications and experience to provide the proposed services, as more fully described in VI.

SCOPE OF WORK

V. ESTIMATED TIMELINE

The following is the timeline for the RFP and is subject to change at MassCEC’s discretion.

Milestone	Date
RFP Posted	August 18, 2023
Questions due to MassCEC via email to offshorewind@masscec.com (include “Offshore Wind Strategic Plan RFP Questions” in the subject line)	September 1, 2023
Responses to Questions Posted	September 8, 2023
Proposals Due	September 15, 2023 by 4:00 PM EST
Notification of Award	October 6, 2023
Contract(s) Executed; Kick-Off Meeting and Work Begins	October 23, 2023

VI. SCOPE OF WORK

MassCEC seeks to retain a Consultant to support the Council in the following areas of work, (described further as specific Tasks below):

- Providing assistance in the preparation and facilitation of meetings;
- Planning for and executing robust opportunities for stakeholder engagement;
- Facilitating working groups to address key topics as necessary;
- Support the development of a Strategic Plan, including advice and guidance on its audience, form, and structure;
- Providing recommendations for actions, strategies, and implementation approaches;
- Drafting certain sections and/or editing drafts developed by Council members or staff;
- Conducting specific offshore wind-related assessments, high-level studies, literature reviews, and other information gathering and analysis for certain elements related to the Strategic Plan.

MassCEC may also seek to negotiate additional scopes of work with the Consultant as related needs and opportunities arise.

The Consultant shall participate in regular meetings with MassCEC staff and the Steering Committee for the duration of the contracted term.

The Consultant will provide the following services under a service agreement with MassCEC and will coordinate closely with the Council and the Steering Committee. As described further in Sections VII and IX, these services will be billed on a time and materials basis and, in its proposal, Applicant should provide estimates of costs/indicative pricing for each Task and a total estimated budget.

The following timeline for the development of the Strategic Plan is provided for planning purposes and is subject to change at the Council’s or Steering Committee’s discretion:

Milestone	Date
Stakeholder meetings / listening sessions	November 2023
Plan framework, outline, synthesis of stakeholder input, etc. finalized	January 2024
Drafting of chapters	Q1 2024
Draft of plan, public review/comments, stakeholder engagement	Q2 2024
Final plan released	Q3 2024

TASK 1: MEETING FACILITATION AND STAKEHOLDER ENGAGEMENT

The Consultant will support stakeholder engagement through listening sessions and/or other forums for input and discussion. For planning purposes, engagement could be oriented around the following major topic areas: workforce, ports, and supply chain development; environment, ecology, and marine uses; and energy needs, procurements, transmission. This engagement should include but not be limited to existing forums like the Fisheries and Habitat Working Groups. Applicants should provide a proposed approach for working with the Council and the Steering Committee and for robust and efficient stakeholder engagement. The intention is to enable broader and more robust stakeholder engagement with agency representatives across the offshore wind topic areas. The Council is committed to stakeholder and community input in developing and maintaining the Strategic Plan. To facilitate the planning and development of the Strategic Plan, the Council intends to establish working groups on key topics which may reflect the major topic areas for the listening sessions. Working group subject matters are subject to change and will reflect the needs of the Council.

Specific tasks for meeting facilitation and stakeholder engagement include, but are not limited to:

- Prepare and support implementation of a stakeholder engagement strategy to establish goals and desired outcomes, identify relevant stakeholders, conduct outreach, develop listening sessions, and track stakeholder input in coordination with the Council.
- Support Council and working group meetings including planning (e.g., agendas, guest speakers), logistics coordination, and meeting facilitation. Applicants should assume approximately eight (8) to twelve (12) meetings of the Council, including:
 - Approximately three (3) to four (4) working groups, each meeting three (3) to four (4) times in the duration of the contract;
 - At least three (3) major topic listening sessions; and
 - Public meeting(s) or other format for input on draft plan.
- Review stakeholder input and synthesize for inclusion into the Strategic Plan. This will include reviewing and addressing stakeholder input on the draft Strategic Plan.
- Provide ad hoc services such as participant engagement, facilitation services, and/or workshops as directed by MassCEC and mutually agreed by the Consultant.

TASK 2: OFFSHORE WIND ASSESSMENTS

Specific assessments will be identified by the Council in consultation with the selected Consultant. MassCEC will authorize the Consultant to proceed with assessments through task orders with mutually agreed scopes and budgets. For budgeting purposes, Applicants may propose a set-aside portion of the overall budget to be available for assessments.

To inform the development of the Strategic Plan, on a task-order assignment basis, the Consultant will provide support to the Council by conducting specific assessments (i.e., high-level studies, literature reviews, and other information gathering and analysis) related to the current status and future state of offshore wind projects, market conditions, and other aspects of offshore wind development in Massachusetts and the U.S. Examples of potential assessments include: synthesis and status of state offshore wind goals, procurements conducted to date and planned, and status of procured projects; current and future models for offshore wind procurements or wholesale market/forward capacity mechanisms; annotated summary of offshore wind-related transmission studies; or the identification of key elements of the floating offshore wind supply chain.

TASK 3: OFFSHORE WIND STRATEGIC PLANNING

The Strategic Plan will put forward a vision and outline a framework for advancing the responsible development offshore wind and associated economic and workforce development in the Commonwealth. The Strategic Plan will:

1. Assess and describe the current status of the offshore wind industry in the Commonwealth, existing legal and policy frameworks, and progress made to date;
2. Identify key drivers, gaps and needs, and findings; and
3. Lay out a long-term vision for offshore wind and recommend specific actions and strategies necessary to advance the following goals and objectives for offshore wind in the Commonwealth.
 - Ensure comprehensive planning and robust stakeholder engagement;
 - Implement efficient and effective environmental reviews and support for mutual co-existence;
 - Establish long-term offshore wind energy target and plan for procurements and offtake;
 - Grow Massachusetts and a national hub for offshore wind economic development;
 - Develop a modern and resilient transmission system with efficient interconnection of offshore wind;
 - Promote research and innovation for new technologies, solutions, and services; and
 - Support rigorous long-term monitoring, assessment, and reporting on offshore wind performance and contribution to energy needs, industry growth, workforce expansion, diversity and equity, environmental sustainability, and compatibility with ocean users.

The Consultant(s) will provide the following services under this Task:

- Advise on scope, framing, audience, and dimensions of the Strategic Plan;
- Provide drafting and editing support to develop a Strategic Plan that addresses the goals and objectives outlined in ; and
- Provide production and publishing services, including desktop publishing and graphics development for the intended audience and various dimensions identified earlier in Task 3, in consultation with the Council and as directed by the Steering Committee.

VII. HOW TO APPLY

To respond to this RFP, submit a proposal in electronic form (one PDF file), including all relevant attachments, via email to offshorewind@masscec.com by the date and time specified in Section V. **The words “Proposal for Offshore Wind Strategic Plan” must appear in the email subject line.**

Frontpage/Applicant Information. Provide a frontpage which presents the following information:

- Lead Applicant name and address – company or organization;
- Lead Applicant contact person(s) – name, title, telephone and email;
- Co- Applicant(s) name and address – company or organization (as applicable);
- MassCEC RFP number (from cover page of this RFP);
- Date submitted to MassCEC; and
- Total estimated budget for requested services and proposed Workplan.

Proposal Summary (one (1) page). The Applicant(s) should provide a summary of their organization, their qualifications, and their proposed approach for working with the Council and the Steering Committee.

Signature and Acceptance Form. Applicant (or lead Applicant for a team of Applicants) must submit a signed Authorized Applicant’s Signature and Acceptance Form which is found in **ATTACHMENT A: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM** to this RFP.

Statement of Qualifications and Experience (up to three (3) pages). Provide a description of the Applicant(s) and a statement of qualifications and experience relevant to the services being proposed, including the following:

- Provide a brief description of Applicant and any partner organization(s) for the proposed services, including major subcontractors. Include types of services provided, date founded, history, number of employees, and location for providing services to MassCEC.
- Describe the overall qualifications and experience of the Applicant and any partners. Explain why the Applicant or team is well qualified to provide the proposed services. Include examples of related past work. Responses may include appendices with relevant supplemental material.
- Identify key individuals who will provide the proposed services. Provide a summary of relevant technical and business expertise of these individuals. Submit resumes (as appendices) of all key applicant team members.
- Describe the ability of the team specifically to work with stakeholders and various government agencies represented on the Council.

Workplan Narrative (up to five (5) pages). Provide a workplan narrative that describes the overall approach to providing the services. Include a description of Applicant’s proposed approach for engaging with relevant stakeholders and public listening sessions. Provide a scope of work that lists and briefly describes the Applicant’s proposed approach to providing the services and workflow listed in the three primary tasks and sub-tasks. Identify the team member(s) responsible for each major task and key milestones and/or deliverables associated with each major task.

Statement on Diversity, Equity and Inclusion; Environmental Justice. Please provide a brief summary of you and your organization’s commitment to diversity, equity and inclusion (“DEI”) and/or environmental justice (“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 partners have demonstrated a clear commitment to advancing DEI and/or EJ principles.

Budget and Rate Sheet (up to two (2) pages). Provide a proposed estimated budget (indicative pricing) for providing the tasks listed in the Scope of Work. Compensation for this contract will be on a time-and-materials basis, up to a specified amount not to be exceeded. Provide an itemized breakdown of billing rates and hourly costs for all team members (valid for two years), reimbursable expenses, etc. for any services that may be requested in addition to the services previously described.

Summary of Deliverables, Schedule, Budget. Provide a summary of the Workplan and Budget with milestones and deliverables, expected completion dates, and estimated budget on subtasks basis, according to the Table below and in **Attachment B, Exhibit 1.**

Task	Subtasks, Milestones & Deliverables	Expected Completion Date	Estimated Budget
Task 1: Meeting Facilitation and Stakeholder Engagement	1.1		
	1.2		
	1.3.		
	...		
Task 2: Offshore Wind Assessments	2.1		
	2.2		
	2.3		
	...		
Task 3: Offshore Wind Strategic Planning	3.1		
	3.2		
	3.3		
	...		
Total			

Comments on Template Service Agreement. Provide comments on the template service agreement provided in **Attachment B.** Mass CEC will not negotiate key provisions that have not been identified by Applicant as part of the proposal.

References. Provide references for at least three (3) clients of the Applicant, preferably those for which Applicant has provided services on matters related to the requested services. Include a contact person, email address, and phone number for each reference.

Under no circumstances will MassCEC accept responses past the September 15, 2023 4:00 PM EST deadline.

VIII. SELECTION CRITERIA

Threshold Review. The evaluation process will include a threshold review to assess overall responsiveness to the RFP, and the clarity, completeness and credibility of the proposal.

Evaluation Criteria. MassCEC will evaluate all proposals that pass the threshold review stage against the following criteria:

Criterion	Description
General Evaluation Criteria	<ul style="list-style-type: none"> • Completeness and quality of proposal. • Understanding of the work and concepts. • Quality of references. • Demonstrated knowledge of offshore wind industry.
Qualifications and Experience	<ul style="list-style-type: none"> • Qualifications and experience of the Applicant and partners in fields and on projects relevant to the proposal. • Qualifications and experience of key team members to deliver high-quality work for relevant projects of similar complexity. • Quality of performance of the Applicant and key partners on similar assignments (as demonstrated through experiences, capabilities, and references).
Proposed Workplan	<ul style="list-style-type: none"> • Responsiveness to the program goals and scope of work • Presentation of a clear strategy for undertaking all necessary activities. • Methods proposed are appropriate to needs in the RFP. • Demonstration of a sound approach to project management and staffing. • Clarity and reasonableness of proposed tasks, milestones and deliverables.
DEI and EJ	<ul style="list-style-type: none"> • Evidence of a proactive commitment to DEI and EJ concepts.
Budget	<ul style="list-style-type: none"> • Provides the requested information in sufficient detail. • Provides the requested services at a reasonable cost. • Demonstrates a cost-effective approach to providing services and required tasks. • Resources clearly described and accounted for. • Includes all identified potential expenses required to successfully manage and complete all tasks for the requested services.
Value Demonstration	<ul style="list-style-type: none"> • Comparison of range of services and proposed approaches to other Applicants' proposals. • Identification of approaches and areas for budget efficiencies and cost-savings. • Overall value proposition of proposal and services.

IX. BUDGET

The total available budget for this RFP is \$175,000. A general allocation (or allowance) of the not-to-exceed budget by Task is as follows:

- Task 1 Meeting Facilitation and Stakeholder Engagement \$35,000
- Task 2 Offshore Wind Assessments \$50,000
- Task 3 Offshore Wind Strategic Planning \$90,000

Applicants, however, should provide a budget breakdown specific to its proposed approach and pricing.

For work conducted pursuant to this RFP, payments will be made on reimbursement basis for time and materials incurred.

On mutual agreement with the selected Consultant, MassCEC may—at a later date—elect to add funding for one or more Tasks, expand the Scope of Work, and/or extend the contract term.

X. QUESTIONS ON RFP

Please direct any correspondence and questions by email to: offshorewind@masscec.com. **Include the phrase “Offshore Wind Strategic Plan RFP” in the subject line.** After consultation with the Steering Committee and internal review, MassCEC will post written responses to questions received. The due date for questions and date of final posting of MassCEC responses are provided in **V. ESTIMATED TIMELINE**

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 will execute a contract, substantially in the form of the form agreement attached as Exhibit B, which will set forth the respective roles and responsibilities of the parties.

ATTACHMENT A: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

Consultant Services for Massachusetts Interagency Offshore Wind Council and Offshore Wind Strategic Plan (the “RFP”) RFP OSW-2023-04

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 Company or Organization)

By: _____
(Signature of Applicant or Authorized Representative)

Name: _____

Title: _____

Date: _____

ATTACHMENT B: FORM AGREEMENT FOR SERVICES

[Attached]

AGREEMENT FOR SERVICES

This **AGREEMENT FOR SERVICES** (the “Agreement”), effective as of [Date – M/D/YYYY], the (“Effective Date”), is by and between the **Massachusetts Clean Energy Technology Center** (“MassCEC”), an independent public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”) with a principal office and place of business at 294 Washington Street, Suite 1150 Boston, Massachusetts, 02108, and [fill in COMPANY NAME AND PRINCIPAL PLACE OF BUSINESS] (“Contractor”) (each a “Party” and together the “Parties”).

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

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

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

NOW, THEREFORE, 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. MassCEC shall pay Contractor at hourly rates contained in Exhibit 1 to perform the Services on a task assignment basis. Such payments 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 the Commonwealth of Massachusetts's Office.

7. **Project Managers:**

- a. MassCEC and Contractor have designated the following persons to serve as Project Managers to support effective communication between MassCEC and Contractor and to report on the Project's progress (the "Project Managers").

For Contractor:

[First Name Last Name], [Title] ([phone number] / [email]@)

For MassCEC:

[First Name Last Name], [Title] ([phone number] / [email]@masscec.com)

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

9. **Termination:**

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

10. **Assignment and Subcontracting:** MassCEC may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of MassCEC's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of MassCEC, nor shall Contractor subcontract any services to anyone without the prior written consent of MassCEC.
11. **Conflicts of Interest:** Contractor acknowledges the application of the Commonwealth's Conflict of Interest Law, codified at M.G.L. c. 268A to the subject matter of this Agreement and that Contractor's Project Personnel, and Contractor's subcontractor's personnel, if any, may be considered "special state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Commonwealth's Conflict of Interest Law.
12. **Audit:** Contractor shall maintain books, records, and other compilations of data pertaining to its activities pursuant to this Agreement to the extent and in such detail as to properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not expressly permitted under this Agreement, Contractor shall refund to MassCEC the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.
13. **Indemnification:**
- a. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Contractor, its officers, directors employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Contractor, its officers, directors, employees,

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

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

14. Confidentiality:

- a. Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the Services in accordance with reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c. 66A implicated by the subject matter of this Agreement.
- b. In connection with the performance of the Contractor's Services, Contractor will be exposed to and have access to MassCEC's confidential and proprietary information and information that MassCEC's employees, applicants, consultants, affiliates, licensors, customers, vendors, and others have entrusted to MassCEC that may include, but is not limited to, trade secrets, know-how, or other intellectual property, financial, and commercial information, marketing and servicing information, costs, business affairs, future plans, employee compensation, employee personnel information, programs, databases, operations, and procedures (collectively, "Confidential Information") to which Contractor did not have access prior to performing Services of MassCEC, and which Confidential Information is of great value to MassCEC. Contractor, at all times, both during and after any termination of this Agreement by either party, shall not in any manner, directly or indirectly, use any Confidential Information for Contractor's own benefit, or divulge, disclose, or communicate in any manner, or otherwise make available such Confidential Information, unless expressly authorized to do so in writing by an officer of MassCEC. Confidential Information shall not include (i) information which was in the public domain at the time of disclosure to Contractor; (ii) information which is or becomes generally known or available to the public through no act or failure to act on the part of Contractor; or (iii) information the disclosure of which is required by law or court order, provided the Contractor gives to MassCEC prompt, prior written notice of any such disclosure.
- c. Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees, and subcontractors to comply with, the provisions of this Section. Contractor

agrees, for itself and for its agents, officers, directors, employees, and subcontractors, as follows:

- i. Not at any time, whether during or after the termination of this Agreement, to divulge, disclose, or reveal to any person any Confidential Information, whether or not such information is produced by Contractor's own efforts, except (A) as specifically required in connection with the fulfillment of Contractor's obligations hereunder, or (B) as otherwise directed by MassCEC in connection with a disclosure request under M.G.L. c. 66 (the "Public Records Law"), a request for discovery, subpoena, court, or administrative order or other compulsory legal process, disclosure requirement or request relating to such Confidential Information;
- ii. Not at any time, whether during or after the termination of this Agreement, use any Confidential Information for Contractor's direct or indirect financial or other benefit or for the benefit of any Person related to or affiliated with Contractor or with whom Contractor is now or hereafter associated, other than MassCEC, nor will Contractor use or attempt to use any Confidential Information in any manner which could reasonably be expected to injure or cause loss, whether directly or indirectly, to MassCEC or any applicable third party;
- iii. In the event that Contractor (or any of its agents, officers, directors, employees, or subcontractors) is questioned about Confidential Information by anyone who has not demonstrated to Contractor that it is authorized to receive or have access to such Confidential Information, or is asked to provide Confidential Information to any such Person, Contractor agrees to promptly notify MassCEC and respond to the inquirer in accordance with MassCEC's instructions; and
- iv. Not at any time, whether during or after the termination of this Agreement, reproduce any materials containing Confidential Information except to the extent necessary to perform Contractor's obligations under this Agreement, nor make or use (or permit any of its agents, officers, directors, employees, or subcontractors to use) any materials other than in connection with the performance of Contractors' obligations under this Agreement and for the benefit of MassCEC, it being understood and agreed that all materials are, shall be and shall remain the sole and exclusive property of MassCEC, and immediately upon the termination of the Agreement for any reason, Contractor shall deliver all copies of MassCEC's confidential materials and all other property of MassCEC in its direct or indirect possession or control to MassCEC, at its main office. In addition, Contractor shall, upon termination of the Agreement, within ten (10) days, return all materials and Confidential Information, held by Contractor as data stored on computers, floppy disks, CD-ROMs, or other electronic media.

- d. Contractor shall collaborate directly with MassCEC to prepare any public statement, media strategy, webpage update, or announcement relating to or bearing on the work performed or data collected under this Agreement, or to prepare any press release or for any news conference in which MassCEC is concerned or discussed. The aforementioned includes, but is not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which 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 officers, directors, employees, agents, or assigns.

19. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:

- a. Exhibit 1: Scope of Services

[Rest of Page Intentionally Blank]

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

Massachusetts Clean Energy Technology Center

[Contractor Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID No.: _____

Exhibit 1
SCOPE OF SERVICES: Project Plan, Deliverables, and Schedule

I. Project Plan

Background

On April 20, 2023, EEA Secretary Rebecca Tepper announced the establishment of the Interagency Offshore Wind Council. Advancing the responsible development of offshore wind to meet the Commonwealth's ambitious climate goals is a top priority of the Healey-Driscoll Administration. Years of substantial effort and ongoing coordination and cooperation have resulted in significant progress in Massachusetts, which is recognized as a leader for offshore wind in the United States. Continuing to advance and grow our state's offshore wind industry will require greater interagency collaboration. Formalizing and elevating these efforts through a new Interagency Offshore Wind Council will advance communication, alignment, collaboration, and joint execution.

Chaired by EEA, the Council includes representatives from the DOER, MassCEC, CZM, Division of Marine Fisheries, the Department of Environmental Protection, the Department of Public Utilities, the Executive Office of Economic Development, the Executive Office of Labor & Workforce Development, and the Executive Office of Education. The Council will meet regularly and is responsible for developing an Offshore Wind Strategic Plan with stakeholder input. A Steering Committee, comprised of EEA, DOER, CZM, and MassCEC, and assisted by the consultant team, will support the core work of the Council.

Project Tasks

The Contractor will support the Council by providing assistance in the preparation and facilitation of meetings; planning for and executing robust opportunities for stakeholder engagement; facilitating working groups to address key topics as necessary. The Contractor will provide direct support in the development of the Strategic Plan, including advice and guidance on its audience, form, and structure; drafting certain section and/or editing drafts developed by Council members or staff; providing recommendations for actions, strategies, and implementation approaches. The Contractor may be tasked with conducting specific offshore wind related assessments (i.e., high-level studies, literature reviews, and other information gathering and analysis) for certain elements related to the Strategic Plan (e.g., current and future models for procurements; annotated summary of transmission studies; or the identification of key elements of the floating offshore wind supply chain).

II. Payment Terms

For work conducted pursuant to this Agreement, payments will be made on reimbursement basis for time and materials incurred. Contractor will bill MassCEC on a monthly basis in accordance with the terms set forth in Section 3 of the Agreement. Contractor shall include the following with each invoice:

- the time period covered by the invoice;
- an itemization of milestones achieved and/or Deliverables completed;
- summary of accrued costs and expenditures made on sub-task basis; and
- an executed Expenditure and Cost Share Certification as provided in Attachment 2.

III. Contractor 2023/2024 Rate Table

Contractor hourly rates below are for the calendar years 2023 and 2024. Contractor rates for Services under this Agreement occurring after 2024, if and as applicable, shall be escalated by no more than three percent (3%) per year. Hourly rates include all overhead, insurance, taxes, fees and licenses for services.

Table 1. Contractor 2023/2024 Rate Table

[INSERT RATE TABLE FROM SUCCESSFUL BIDDER RFQ PROPOSAL]

IV. Deliverables, Schedule, Budget

Table 2 sets forth the schedule and estimated budget for Contractor’s achievement of specific milestones and submittal of specific Deliverables on a Subtask basis.

Table 2. Schedule, Deliverables, Budget

Task	Subtasks, Milestones & Deliverables	Expected Completion Date	Estimated Budget
Task 1: Meeting Facilitation and Stakeholder Engagement	1.1		
	1.2		
	1.3.		
	...		
Task 2: Offshore Wind Assessments	2.1		
	2.2		
	2.3		
	...		
Task 3: Offshore Wind Strategic Planning	3.1		
	3.2		
	3.3		
	...		
Total			