



## Request for Proposals: Transportation Equity Needs and Barriers Assessment

Date of Issue: April 13, 2026

Proposals Due: May 22, 2026 @ 4:59PM

Total Funding Available: \$300,000

All proposals must be submitted to:

[CleanTransportation@MassCEC.com](mailto:CleanTransportation@MassCEC.com)

## I. SUMMARY

Through this Request for Proposals (“RFP”) the Massachusetts Clean Energy Center (“MassCEC”) is seeking qualified consultants or professionals (“Consultant” or “Applicant”) with experience in stakeholder engagement and facilitation, working with and understanding the needs of burdened populations and community-based organizations (“CBOs”), data collection, synthesis, communication, and project management. The Consultant is also required to have experience with transportation and clean transportation technologies. This Consultant will serve as a project manager under MassCEC’s Transportation Equity Needs and Barriers Assessment (the “Assessment”).

Previous MassCEC programming has funded equitable, innovative, replicable, and scalable demonstration projects with the dual goals of increasing clean transportation access and decreasing existing transportation burdens for overburdened and underserved populations. MassCEC seeks qualified Applicants to coordinate robust stakeholder engagement and synthesize key clean transportation needs and barriers identified through this engagement, which can then inform future MassCEC and other state clean transportation programming.

The Consultant will be responsible for:

1. Ongoing management and reporting;
2. Partnering with and compensating CBOs to provide input on transportation needs and barriers and to assist with engagement efforts;
3. Facilitating robust outreach and engagement to residents of Burdened Areas through surveys, interviews, focus groups, attendance at community events, and other methods to collect feedback on key transportation needs and barriers; and
4. Synthesizing information collected to identify and prioritize key transportation needs and barriers that should be addressed by the state.

MassCEC intends to award one (1) Applicant or Applicant Team under this Assessment.

## II. ABOUT MASSCEC

The Massachusetts Clean Energy Technology Center (MassCEC) is a quasi-state economic development agency dedicated to accelerating the growth of the clean energy sector across the Commonwealth to spur job creation, deliver statewide environmental benefits and to secure long-term economic growth for the people of Massachusetts. MassCEC works to increase the adoption of clean energy while driving down costs and delivering financial, environmental, and economic development benefits to energy users and utility customers across the state.

MassCEC’s mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth’s climate goals, advancing Massachusetts’ position as an international climate leader while growing the state’s clean energy economy. MassCEC is

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

### III. INITIATIVE GOALS AND DESCRIPTION

#### BACKGROUND

The transportation sector in Massachusetts is responsible for 37% of statewide greenhouse gas (“GHG”) emissions, more than any other single sector. In order to meet the Commonwealth’s ambitious climate goal of net-zero by 2050, the state must develop equitable and accessible decarbonization pathways within the transportation sector. However, new and innovative clean transportation technologies are not equally accessible to all residents of the Commonwealth just as existing transportation burdens, such as air quality impacts, are not felt equally. As the Clean Energy and Climate Plan (“CECP”) highlights, “communities of color, low-income neighborhoods, Indigenous populations, and neighborhoods with high percentages of residents with limited English proficiency face disproportionately higher exposure to pollution, public health, and climate risks, and bear a higher energy burden when compared with other neighborhoods.”

To address these inequities, activities conducted under this Assessment should engage communities (i.e., census blocks) that have a cumulative burden score of 75 or greater as defined by the Executive Office of Energy and Environmental Affairs (“EEA”) and identified in the [Mass EnviroScreen](#), and/or annual median household income of 65% or less of the statewide annual household income (“Burdened Areas”).

#### PREVIOUS PROGRAMMING

MassCEC developed the Accelerating Clean Transportation for All (“ACT4All”) Program, which funds equitable, innovative, replicable, and scalable demonstration projects with the dual goals of increasing clean transportation access and decreasing existing transportation burdens for overburdened and underserved populations. To date, MassCEC has run two rounds of ACT4All awarding \$5 million to ten (10) projects in 2022 and \$11 million to eleven (11) projects in 2024.<sup>1</sup> Prospective applicants applied with projects under three (3) to four (4) focus areas pre-determined by MassCEC to address transportation needs and barriers through clean transportation solutions. Examples of previous focus areas include e-bike incentives and e-bike share models, vehicles-for-hire and carsharing electrification, EV charging accessibility, and

<sup>1</sup> See the ACT4All round 1 (<https://files-cdn.masscec.com/Act4All%20Press%20Release.pdf>) and ACT4All round 2 (<https://www.masscec.com/press/masscec-awards-over-9-million-expand-clean-transportation-access-across-massachusetts>) press releases for more detailed information about awarded projects.

Regional Transit Authority (“RTA”) Decarbonization. A full list of previous focus areas can be found in Appendix 1.

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## GOALS

To develop future programming, including a potential third round of ACT4All, MassCEC intends to award a Consultant to conduct a robust stakeholder engagement process that will inform the earliest stages of future program design and help MassCEC determine and prioritize focus areas for funding. To ensure that residents of Burdened Areas are reached and have the resources necessary to participate in feedback opportunities, the selected Consultant will be expected to partner with and provide compensation to CBOs to support the engagement process. Together, the Consultant and CBO partners will engage residents of Burdened Areas and CBOs or other entities serving Burdened Areas to then synthesize key transportation needs and barriers identified during stakeholder engagement. MassCEC will ultimately be responsible for turning identified needs and barriers into focus areas for any potential future programming.

The goal of this Assessment is to answer the following guiding questions:

- What are the key transportation and clean transportation needs and barriers that Burdened Areas are facing?
  - o What are the key transportation and clean transportation affordability challenges that Burdened Areas are facing?
  - o What are the key transportation and clean transportation access challenges that Burdened Areas are facing?
  - o What transportation and clean transportation burdens are Burdened Areas facing?
  - o What transportation and clean transportation solutions do Burdened Areas believe they would benefit from, if provided access?
  - o What transportation and clean transportation solutions have been beneficial for Burdened Areas?
  - o How do these challenges differ across MA regions and demographics?

## IV. ELIGIBILITY

Eligible Applicants may consist of one or more individuals, sole proprietors, professional consultants, non-profits, 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 the Scope of Work. 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.

While CBO partners will be central for outreach and engagement efforts and a critical component of the Consultant team, MassCEC intends to recruit CBOs to assist with outreach

through a separate Request for Information (“RFI”) process in May 2026 (see Section VI, Scope 2). This will ensure that CBOs have an equal opportunity to participate and will not need to be competitively selected alongside Consultant applicants.

The successful Applicant to this RFP will demonstrate the following experience with particular emphasis on 1-3:

1. Experience working directly with MA Burdened Areas and/or collaborating with entities that serve Burdened Areas in MA;
  - a. An understanding of the resource and capacity needs and constraints of these populations and entities.
2. Experience with professional interview and focus group facilitation;
3. Experience with transportation and clean transportation subject matter;
4. Experience with program/project management;
5. Experience with data collection, synthesis, and analysis; and
6. Experience synthesizing complex technical concepts.

**V. ESTIMATED TIMELINE**

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

Release of RFP	April 13, 2026
Webinar	April 16, 2026 @ 2pm EST
Questions due to MassCEC via email to <a href="mailto:CleanTransportation@MassCEC.com">[CleanTransportation@MassCEC.com]</a>	April 29, 2026
Questions with Answers Posted to MassCEC Website	May 6, 2026
Proposals Due	May 22, 2026
Interviews, if needed	Late May/early June 2026
Notification of Award	June 2026

**VI. SCOPE OF WORK**

The Applicant should review and respond to all four (4) Scopes of Work described below. If necessary, the Applicant may add to or propose adjustments to the scopes listed below. The value added by additional or adjusted scopes of work proposed by the Applicant should be clearly articulated in the associated Workplan Narrative as described in Section VII.

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## SCOPE 1: PROJECT MANAGEMENT AND REPORTING

### *Task 1A: Project Management and Reporting*

The Consultant will be responsible for oversight of the Assessment and any communication between MassCEC, the Consultant Team, CBOs, and relevant project stakeholders. The Consultant should identify one (1) lead point of contact for MassCEC to coordinate with for the Assessment. The Consultant will be available for a **Kickoff Call** and subsequent monthly **Assessment Status Calls** with MassCEC. Each Status Call will require the Consultant to produce a corresponding monthly **Status Slide Deck**. Status updates to include:

- Key findings to date;
- Summary of stakeholder engagement, as applicable;
- Challenges/barriers identified in executing the Scopes of Work, and how those challenges/barriers were or will be addressed; and
- Identification of next steps and action items to be completed prior to the next monthly call.

MassCEC will provide a template for the monthly Slide Decks. The Consultant will also be available for ad hoc calls as needed.

#### *1A Deliverables:*

1. **Kickoff Call** – 1-hour call upon execution of Services Agreement.
2. **Assessment Status Calls** – 1-hour virtual meetings led by the Consultant each month for the duration of the Assessment.
3. **Status Slide Decks** – completed by the Consultant and presented at each Assessment Status Call.

### *Task 1B: Assessment Process Reflection*

Upon completion of the Assessment, the Consultant will produce an **Assessment Process Reflection** that will remain internal to MassCEC and state partners. The Process Reflection is intended to provide an overview of Assessment process successes, challenges, and lessons learned. The Process Reflection should include a summary of and reflection on best practices for the following administrative topics:

- Outreach and engagement with Burdened Areas and entities serving Burdened Areas;
- Appropriate compensation levels for CBO Partners and Assessment participants;
- Translation of Assessment material;
- Appropriate educational materials for broad audiences; and
- Recommendations on how to improve Assessment structure in similar future efforts.

#### *1B Deliverables:*

1. **Draft Assessment Process Reflection** – submitted at the close of the Assessment for MassCEC review. Format to be proposed by the Consultant.

2. **Final Assessment Process Reflection** – submitted upon incorporation of MassCEC comments.

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## SCOPE 2: ASSESSMENT DESIGN

### *Task 2A: MassCEC Assessment Onboarding*

The Consultant will work with MassCEC to develop an understanding of the content and goals of assorted MassCEC Clean Transportation programs, with a focus on ACT4All and other equity-based initiatives. The Consultant will be provided with onboarding materials (previous RFPs, program applications, program reports, etc.) and will participate in **Onboarding Calls** with MassCEC. To demonstrate sufficient understanding of MassCEC’s equity efforts focused on clean transportation, the Consultant will be expected to submit a high-level **Theory of Change**, or other comparable deliverable to be determined during contracting, that summarizes programs and outlines how the Assessment will impact future programming.

#### *2A Deliverables:*

1. **Onboarding Calls** – participation in virtual meetings between MassCEC and the Technical Consultant.
2. **Theory of Change** – submitted upon completion of the Onboarding Calls.

### *Task 2B: CBO Partner Support – Identification and Recruitment Process*

To ensure the Assessment is reaching residents of Burdened Areas for feedback, MassCEC will be releasing a Request for Information (“RFI”) to solicit interest from CBOs serving Burdened Areas to assist the Consultant with outreach and engagement (collectively, “CBO Partners”). The RFI is expected to be released in May 2026, and MassCEC will share the list of RFI respondents with the selected Consultant upon the Assessment launch. The Consultant should use RFI responses, in addition to any other organizations identified by the Consultant or MassCEC, to submit a **CBO Partner Engagement List**. MassCEC aims to engage an intersectional cohort of organizations including but not limited to:

- Clean energy/energy justice organizations;
- Clean transportation advocacy organizations;
- Housing authorities and advocacy organizations;
- Economic/community development organizations;
- Law/policy organizations;
- Immigration services and advocacy organizations; and
- Public health organizations.

Using the results of the CBO RFI, the Consultant should propose a **CBO Partner Recruitment Process** for selecting CBOs to participate in feedback opportunities, support with outreach to community members and networks, assist with interpretation and translation as needed, and/or provide space for hosting focus groups and interviews. The Recruitment Process should

offer multiple pathways for CBOs to participate based on interest and capacity. For example, engagement variations may include:

1. Low Engagement – distribution of surveys and other Assessment materials to community members;
2. Medium Engagement – participation in interviews with the Consultant, distribution of surveys to community members, distribution of focus group flyers or other promotional materials for engagement;
3. High Engagement – participation in interviews with the Consultant, distribution of surveys to community members, support with educational efforts as part of engagement, participation in/hosting focus groups, active recruitment of participants to focus groups, support with translation and educational materials.

The Consultant should work with CBO Partners to determine appropriate compensation levels for CBO staff time and resources, if appropriate. The Consultant should ensure participation from CBOs across all six (6) MA Regions.<sup>2</sup> The Consultant will be expected to execute appropriate legal agreements with the CBOs that are identified as needing compensation.

#### 2B Deliverables:

1. **CBO Partner Engagement List** – submit a list of CBOs that will be engaged through the Recruitment Process (if different from RFI respondent list).
2. **Draft CBO Partner Recruitment Process** – submit a proposed process for engaging CBOs to support the Assessment, to include potential CBO selection, responsibilities, and compensation levels for MassCEC feedback.
3. **Final CBO Partner Recruitment Process** – based on MassCEC feedback, submit a final draft of the recruitment process.

#### *Task 2C: CBO Partner Recruitment*

Following the Final CBO Partner Recruitment Process, the Consultant will engage CBOs identified on the CBO Partner Engagement List to confirm participation, support services needed, and proposed CBO Partner responsibilities. The Consultant will submit a **Summary of Recruitment Process** outlining the results of CBO engagement. The Summary should include:

- A final list of participating CBO Partners;
- Expected responsibilities of each participating CBO Partner;
- Compensation rates for each CBO Partner (if applicable);
- Cadence for regular meetings between each CBO Partner and Consultant (if applicable);
- Identification of educational materials/resources needed to conduct this work;
- Identification of each CBO Partner’s network and community, to include MA Region and Burdened Areas; and

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<sup>2</sup> See definition of MA Region: [https://www.mass.gov/info-details/massgis-data-ma-executive-office-of-health-human-services-regions#:~:text=The%20regions%20%2D%20Western%2C%20Central%2C,and%20towns%20\(see%20map\).](https://www.mass.gov/info-details/massgis-data-ma-executive-office-of-health-human-services-regions#:~:text=The%20regions%20%2D%20Western%2C%20Central%2C,and%20towns%20(see%20map).)

- Identification of accessibility measures requested by or available through each CBO Partner to reach their networks and communities, such as interpretation/translation services, childcare support, and transportation.
  - Unless otherwise specified, the Consultant should plan to secure translation and interpretation services.

2C Deliverable:

1. **Summary of Recruitment Process** – submit a summary document that finalizes participating CBO Partners and outlines the expected responsibilities, support services provided and needed, and compensation levels.

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## SCOPE 3: OUTREACH AND ENGAGEMENT

### *Task 3A: Data Collection Approach*

The Consultant will develop a **Data Collection Approach** to be used throughout engagement efforts. Resources should include but are not limited to:

1. Surveys: The Consultant will develop a survey or surveys to be distributed by CBO Partners to their networks.
2. Interview Questions: The Consultant will develop interview questions for both residents and CBOs, including CBO Partners, who can identify the transportation needs and barriers facing the communities they serve.
3. Focus Group Questions: The Consultant will develop focus group questions for both residents and CBOs, including CBO Partners, who can identify the transportation needs and barriers facing the communities they serve.

Resources should be translated according to the language access needs of the populations served by CBO Partners; these needs should be identified as part of the Summary of Recruitment Process in Task 2C.

3A Deliverables:

1. **Draft Data Collection Approach** – submitted for MassCEC review prior to outreach to Burdened Areas.
2. **Final Data Collection Approach** – submitted following incorporation of MassCEC comments/feedback.

### *Task 3B: Educational Resources*

The Consultant will develop **Educational Resources** on clean transportation topics to be used in stakeholder engagement (Task 3C). These materials should be designed with varying levels of technical information to reach audiences with varying levels of subject matter knowledge. The format of educational materials should be informed by feedback collected from CBO Partners but will likely take the form of digital media (flyers, pamphlets, slide decks, etc.) that can also be adapted to physical formats. Existing educational materials from MassCEC or other sources may also be used where appropriate.

Materials should be translated according to the language access needs of the populations served by CBO Partners; these needs should be identified as part of the Summary of Recruitment Process in Task 2C.

*3B Deliverables:*

3. **Draft Educational Resources** – submitted for MassCEC review prior to outreach to Burdened Areas. Format to be proposed by Consultant based on conversations with CBO Partners.
4. **Final Educational Resources** – submitted following incorporation of MassCEC comments/feedback.

*Task 3C: <sup>3</sup>Engagement<sup>2</sup>*

Following the agreed upon responsibilities determined in Task 2C, the Consultant will support CBO Partners to conduct outreach and engage residents of Burdened Areas for feedback on key transportation needs and barriers. Using the Engagement Materials created in Task 3A, the Consultant and CBO Partners will distribute surveys, conduct interviews, facilitate focus groups, and attend community events where appropriate. The Consultant is encouraged to propose other relevant forms of engagement. Engagement should include interpretation and translation options as needed.

Applicants should assume engagement at a scale sufficient to collect representative feedback across all six (6) MA Regions (e.g. multiple surveys, interviews, and focus groups per Region).

*3C Deliverable:*

1. **Ongoing Outreach Tracker** – Consultant will update a tracker regularly (at minimum weekly) throughout the implementation of Task 3C that includes entities engaged, method of engagement, and date of engagement. Consultant will present updates to the Tracker at Assessment Status Calls (see Task 1A).

*Task 3D: Data Synthesis*

The Consultant will be responsible for centralizing data and findings from each CBO's outreach work, with the goal of minimizing administrative burden on the CBOs. Findings from the interviews and focus groups should be included in a **Consolidated Database**, in a format that is accessible to MassCEC and organized by themes determined through the research and analysis process.

*3D Deliverable:*

1. **Consolidated Database** – containing all responses received to date through interviews and focus groups; anonymized by removing Personal Identifying Information (“PII”).

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<sup>3</sup> Applicants should assume that Task 3C will comprise the majority of the budget and staff time for the Initiative.

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## SCOPE 4: DEVELOPMENT OF DRAFT AND FINAL FINDINGS

### *Task 4A: Develop Draft Findings Presentation*

The Consultant will develop a **Draft Findings Presentation** that summarizes feedback collected throughout Task 3C to identify key transportation needs and/or barriers experienced by residents of Burdened Areas. Needs and barriers may relate to transportation and clean transportation affordability, access, burdens, and successes and opportunities. Needs and barriers should also be broken into categories based on transportation sub-sectors (e.g. micromobility, light-duty vehicles, medium- and heavy-duty vehicles, public transit, etc.).

After review and approval from MassCEC, the Consultant should collect feedback on the Presentation, either written or verbally, from CBOs and other state agencies. CBO Partners should add nuance, weigh in on accuracy, and provide feedback on prioritization of needs and barriers identified.

#### *4A Deliverables:*

1. **Draft Findings Presentation** – submitted to MassCEC for review.
2. **Revised Draft Findings Presentation** – shared with CBOs/state agencies upon incorporation of MassCEC comments. Feedback received from CBOs/state agencies should be noted for incorporation in Task 4B.

### *Task 4B: Development of Final Findings Presentation*

Incorporating CBO and state agency feedback from Task 4A, the Consultant will develop a **Final Findings Presentation** and accompanying **Executive Summary** consisting of key transportation equity needs and barriers and recommendations for prioritization. The Presentation should identify the top approximately five (5) needs and/or barriers that should be addressed through a third round of ACT4All funding. Additional needs and barriers identified by stakeholders through the engagement process should also be included for MassCEC's awareness. The content of the Final Findings Presentation should include, at a minimum:

- An overview of the Assessment process, approach to data collection, and general demographics of respondents, as available;
- Common transportation needs and barriers themes identified during data collection to be separated by transportation sub-sector (e.g. micromobility, light-duty vehicles, medium- and heavy-duty vehicles, public transit, etc.); and
- An analysis of the highest priority needs and barriers identified during data collection.

The Presentation should also include an analysis of how transportation needs and barriers differ across MA Regions and demographics and how those differences should be considered in future programming.

Once approved, the Consultant will present the Final Findings Presentation to CBO Partners and state agencies. MassCEC will assist with communication and scheduling with state agencies.

4B Deliverables:

1. **Draft Final Findings Presentation and Executive Summary** – to be submitted for MassCEC review and comment.
2. **Revised Final Findings Presentation and Executive Summary** – to be submitted upon incorporation of comments/feedback from MassCEC and presented to CBOs and state agencies.

## VII. HOW TO APPLY

To respond to this Request for Proposals, submit a completed proposal, not including recommendation letters. The submission must be in electronic form (one PDF file), including all relevant attachments, submitted via email to [CleanTransportation@MassCEC.com](mailto:CleanTransportation@MassCEC.com). “Transportation Equity Needs and Barriers Assessment RFP Proposal” must appear in the e-mail subject line.

Submission packages must include the following:

1. Applicant’s Signature and Acceptance Form (Attachment A)
2. Proposal (see outline of Proposal Requirements below)
3. Team Member Resumes (as an appendix)
4. Redlines of Sample Services Agreement, if applicable (Attachment B)

MassCEC will not accept responses past the deadline. MassCEC, at its sole discretion, will determine whether a proposal is complete.

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## PROPOSAL REQUIREMENTS

Proposals must contain the following sections. For ease of review and comparison, please number Application sections in accordance with the sections outlined below. Do not exceed the specified page limits.

- 1) **Executive Summary (one (1) page)**: Applicants should provide a summary of their organization, qualifications, and their proposed approach for working with MassCEC and with the range of stakeholders participating in the applicable Scopes of Work, including subcontractors.
- 2) **Statement of Qualifications (up to three (3) pages)**: All responses must include a statement of qualifications, experience, and description of the Applicant, including:
  - a) A brief description of organization(s) involved in the proposing team, including major subcontractors. Include date founded, history, size, and location. Note

that for all vendors and sub-vendors, demonstrated experience working within the MA clean energy and/or environmental justice ecosystems will score higher in proposal evaluation.

- b) Include an explanation of why the proposed organization or team is the best qualified to perform the work outlined under the Scope of Work (section VI). Identify other organizational qualifications relevant to the proposed work. Include examples of relevant past work, particularly related to stakeholder engagement, facilitation, working with Burdened Areas, clean transportation technologies/transportation decarbonization, data collection and synthesis, and project management.
  - c) Describe the team's ability to work with key stakeholders, such as, but not limited to, MassCEC, state agencies, CBOs, non-profits and advocacy organizations, and residents of Burdened Areas.
  - d) Identify key individuals who will be involved in the Scope(s) of Work and related Tasks. Provide one (1) to two (2) paragraph summaries of relevant facilitation, data analysis, and engagement expertise of these individuals as well as experience working with residents of and entities serving Burdened Areas. Submit resumes (as appendices) of all key Applicant Team members. Resumes should include education and experience that are relevant to the proposed work.
  - e) Identify how the team is qualified to meet the RFP's equity-based goals, including organization mission or vision statements as appropriate.
  - f) If applicable, identify bilingual Applicant team members that are able to communicate with non-English speakers and what those languages are.
  - g) If applicable, list MassCEC and other state or federal contracts awarded to the Applicant and/or any subcontractors in the past five (5) years.
- 3) **Burdened Populations Engagement Approaches (up to one (1) page):** Please include a brief summary of you or your organization's approach to and experience working with Burdened Areas. If available, please provide or link to any relevant materials (e.g., organization guidance documents). You may also include brief examples of initiatives, projects, or other work in which the Applicant or Applicant Team have demonstrated a clear understanding of the needs and barriers of Burdened Areas, specifically in MA, and how those needs and barriers were addressed.
- 4) **Workplan Narrative (up to twelve (12) pages):** The Workplan describes work activities, deliverables and timeline associated with completing the Scopes of Work provided in Section VI – up to three (3) pages are allowed for each Scope of Work. The Workplan Narrative shall describe each step or procedure required to accomplish each Task under the Scopes of Work, including who will perform it, how it will be performed and its intended result. The Workplan Narrative should identify the team member primarily responsible for each Scope of Work and should include justification for any additional scopes proposed by the Applicant.
- 5) **Schedule (one (1) page):** All responses must include an estimated schedule, outlining the deployment of the Assessment, and lays out all milestones and deliverables and length or date of completion. Identify any seasonal constraints or specific requirements for work scheduling. The work must be completed within one (1) year.

- 6) **Budget and Rate Sheet (up to two (2) pages):** Responses must include information on rates of all team members working on the Assessment. Where Applicants anticipate using outside expertise for a Task, the Applicant should include estimated rates. Budgets should be broken out by each Task within each Scope of Work.
  - a) When justifying Scope of Work and Task budgets, Applicants should clearly identify the metric and assumptions used to determine cost (see Section IX. Budget for more details). Applicants should clearly list the amount of budget dedicated to each Scope of Work.
  - b) Applicants should assume that Task 3C will comprise the majority of the budget and make up the majority of the hours dedicated to this Assessment.
  - c) The Consultant will be expected to execute an appropriate agreement with CBO Partners and oversee the CBO compensation invoicing process. MassCEC will provide compensation funds to the Consultant upfront.
- 7) **References :** All responses must include references from at least two (2) clients of the Applicant, and preferably clients who have worked with the Applicant on matters related to the proposed services. In addition, Applicants should also list one to two (1-2) MA-based CBOs that they have worked with in the past as references. 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 specified reference requirements.
- 8) **Services Agreement:** Applicants are expected to review the template Services Agreement (Attachment B) and flag any changes to the Agreement that they would like to request prior to signing the contract. If Applicant has proposed edits to the Agreement, please include the redlined Agreement as a separate attachment. (**Note:** MassCEC has limited ability to change our standard legal contract terms. Please note that reviewing and requesting changes to standard legal contract terms, if selected, will impact timelines for contracting.)

Please disclose to MassCEC in your application any use of, or planned use of, generative AI either in responding to this RFP or in carrying out the scope of work required for the project or services, if awarded. MassCEC reserves the right to review submitted materials to determine whether generative AI was likely used, including using detection tools, linguistic analysis, or verification methods as appropriate. MassCEC further reserves the right to accept or reject any proposed uses of generative AI, or request supplemental non-AI generative materials from applicants, or cancel or rescind an award where generative AI has been used without MassCEC approval.

## VIII. SELECTION CRITERIA

MassCEC is seeking the most comprehensive proposal from qualified entities to fulfill the roles described above. MassCEC reserves the right to only consider Proposals that, in its sole judgment, meet the minimum threshold criteria.

As part of its overall goal of furthering equity in the clean transportation industry, MassCEC is open to Applicant Teams that include multiple firms with varying levels of experience in community outreach, clean transportation, stakeholder engagement and facilitation, program administration, and data analysis. Applicant Teams may include one (1) or more firms that seek to gain experience through provision of services under the Assessment but can offer significant qualifications regarding the interests and needs of the Assessment. If relevant, applicants should explicitly address how they would use their engagement with MassCEC to build an area of business in the growing clean transportation or community outreach and engagement market.

Applicant proposals will be evaluated using the criteria described in Table 1. MassCEC reserves the right to request additional information from any Applicant.

Table 1: Selection Criteria

Criterion	Definition
<p><b>Range of Services to be Provided</b></p> <p><b>15%</b></p>	<ol style="list-style-type: none"> <li>1. Does the Applicant plan to provide services commensurate with those requested by MassCEC?</li> <li>2. Does the Applicant demonstrate an understanding of the concepts and motivators underlying the Assessment?</li> <li>3. Has the Applicant clearly outlined a proposed approach for working with MassCEC as well as relevant stakeholders? Does the Applicant have existing relationships with relevant stakeholders in or representing Burdened Areas?</li> <li>4. If the Applicant has suggested changes to the Scopes of Work or Tasks (additions, alterations or deletions), are those changes clearly defined and aligned with the overall goals of the Assessment?</li> </ol>
<p><b>Qualifications</b></p> <p><b>15%</b></p>	<ol style="list-style-type: none"> <li>1. What is the quality of the Applicant’s performance on similar past assignments or their achievements related to proposed work?</li> <li>2. What is the Applicant’s experience with stakeholder engagement, working with Burdened Areas, transportation, data collection and synthesis, and project management? Is this experience relevant in a Massachusetts-specific context?</li> <li>3. What is the Applicant’s experience engaging with a broad range of stakeholders who have diverse goals and backgrounds?</li> <li>4. Has the Applicant provided strong references?</li> <li>5. Does the Applicant demonstrate strong communication and interpersonal skills which would enable the Applicant to communicate Assessment goals, deadlines and expectations with the MassCEC team?</li> </ol>

<b>Burdened Areas Engagement and Equity</b>  <b>15%</b>	<ol style="list-style-type: none"> <li>1. Does the Applicant demonstrate thorough experience engaging with Burdened Areas and entities serving Burdened Areas?</li> <li>2. Does the Applicant demonstrate a clear and thoughtful understanding of the needs and barriers of Burdened Areas and the entities serving Burdened Areas?</li> <li>3. Does the Applicant outline a clear and thoughtful approach to addressing the needs and barriers of Burdened Areas?</li> </ol>
<b>Assessment Workplan</b>  <b>40%</b>	<ol style="list-style-type: none"> <li>1. Is the proposed Workplan clear and specific regarding how Tasks will be carried out and by whom?</li> <li>2. Is the proposed schedule both reasonable and realistic?</li> <li>3. Does the proposed Workplan meet the objectives of the Scopes of Work outlined in Section VI?</li> <li>4. Are any changes to the Scopes of Work adequately justified in the Workplan?</li> </ol>
<b>Overall Quality of Proposal</b>  <b>5%</b>	<ol style="list-style-type: none"> <li>1. Has the Applicant presented their qualifications clearly, completely, and in adherence to the proposal format?</li> <li>2. Has the Applicant demonstrated sufficient time resources and flexibility to participate in the Assessment?</li> </ol>
<b>Value Demonstration</b>  <b>10%</b>	<ol style="list-style-type: none"> <li>1. Is the proposal cost-competitive?</li> <li>2. Are the services reflected in the Applicant's quote commensurate with the proposed budget?</li> <li>3. Does the range of services proposed align with the requirements of this RFP?</li> <li>4. Comparison of range of services and budget to other Applicants' proposals.</li> </ol>

**IX. BUDGET**

MassCEC has Three Hundred Thousand Dollars (\$300,000) total allocated to fund this Assessment. Budgets for each Scope of Work will not be specified and will instead be left to the Applicant to propose. Funding is intended to cover Assessment costs, including compensation provided to CBO partners, in addition to Consultant costs.

As noted in the Budget section of Section VII: How to Apply, Applicants should propose clearly elaborated and justified budgets associated with the primary Scopes of Work and corresponding Tasks. Applicants should include a detailed breakdown of all relevant assumptions that informed budget development for each Task, including but not limited to:

- Estimated compensation rates of each CBO Partner;
- Estimated total number of CBO Partners;
- Estimated number of focus groups conducted;
- Estimated number of interviews conducted and length of interviews;

- Estimated support services needed per focus group (e.g. transportation, childcare, food, etc.);
- Estimated number of languages for translation and interpretation;
- Consultant travel costs estimates; and
- Estimates for any other anticipated expenses.

**Note that the Technical Consultant will be paid on a milestone basis based on a deliverables schedule.**

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

## X. PROPOSAL RESOURCES

Please submit all questions in writing to [CleanTransportation@MassCEC.com](mailto:CleanTransportation@MassCEC.com) no later than **4:59 p.m. ET, Wednesday April 29<sup>th</sup>, 2026**. “Transportation Equity Needs and Barriers Assessment RFP Questions” must appear in the subject line. Responses to questions will be posted on the RFP page by Wednesday May 6<sup>st</sup>, 2026.

MassCEC will be hosting a webinar on **Thursday, April 16<sup>th</sup>, 2026 at 2pm EST**. The intention of the webinar is to review the contents of the RFP. Register for the webinar [here](#).

Prospective applicants are encouraged to join the Transportation Equity Needs and Barriers Assessment Slack Channel run by MassCEC. The purpose of the Slack platform is to convene interested entities, facilitate networking, and eventually form Applicant Teams. After finding project partners, please feel free to take your conversations offline. Join the Slack channel [here](#).

## 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. If confidential information is submitted as part of the application and not clearly marked as confidential, such information may be made publicly available by MassCEC without further notice to the Applicant.

**Please note:** consultant rate sheets will be considered a public record subject to disclosure.

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## 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.

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## 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 template agreement attached hereto as Attachment B which will set forth the respective roles and responsibilities of the parties. The awarded applicant will be expected to execute a contract within three (3) months of notification of award. If the contract is not executed within three (3) months of the award notification, MassCEC reserves the right to rescind the award.

## APPENDIX 1: PREVIOUS ACT4ALL FOCUS AREAS

Previous ACT4All focus areas, including the associated needs and barriers, include:

- E-bike incentives and e-bike share models
  - Needs: Affordable and convenient clean transportation options.
  - Barriers: Upfront costs of e-bikes; e-bike storage.
- Vehicles-for-hire and carsharing electrification
  - Needs: Access to affordable electric vehicles (“EVs”) for vehicle-for-hire drivers; access to reliable, affordable, and convenient fast charging stations for drivers; reduction in emissions from high-mileage vehicle-for-hire drivers.
  - Barriers: Upfront costs of EVs; EV range limitations.
- High-mileage/low-radius fleet emissions reductions
  - Needs: Reduction in hyper-local emissions from high-mileage/low-radius fleets; reduction in on-road and curbside congestion caused by high-mileage/low-radius fleets; reduction in emissions caused by vehicle idling.
  - Barriers: Available technologies to meet fleet needs; upfront costs of EVs; access to convenient and reliable on-route charging.
- Broadening the EV consumer base
  - Needs: linguistically diverse and culturally competent EV education materials; diverse representation of EV drivers
  - Barriers: Demographics of early EV adopters are not representative of the broader vehicle consumer market; access to readily available and digestible EV educational materials.
- EV charging accessibility
  - Needs: Access to convenient, affordable, and reliable EV charging options.
  - Barriers: Access to a garage, driveway, or dedicated parking spot and/or decision-making authority to install charging at a dedicated parking spot; upfront cost of charging infrastructure; ongoing EV charging maintenance costs.
- Regional Transit Authority (“RTA”) decarbonization
  - Needs: Reduction in air quality burdens associated with public transportation; access to affordable clean transportation options.
  - Barriers: Flexible funding sources for zero-emission public transit procurement; high upfront costs of privately owned clean transportation options and lack of availability of zero-emission public transit options.
- Expand access to economic opportunities

- Needs: expanded access to clean transportation career training opportunities; increased engagement with burdened communities on training opportunities.
- Barriers: unequal access to clean transportation workforce training opportunities; obstacles to career advancement; awareness of clean transportation careers.

ATTACHMENT A: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

**Transportation Equity Needs and Barriers Assessment (the “RFP”)**

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

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

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

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

Applicant: \_\_\_\_\_

(Printed Name of Applicant)

By: \_\_\_\_\_

(Signature of Applicant or Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT FOR SERVICES**

This **AGREEMENT FOR SERVICES** (the “Agreement”), effective as of [Date – M/D/YYYY], the (“Effective Date”), is by and between the **Massachusetts Clean Energy Technology Center** (“MassCEC”), an independent public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”) with a principal office and place of business at 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. **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. Contractor shall enroll in MassCEC’s Automated Clearinghouse (“ACH”) system to receive payment by completing the ACH enrollment form attached to this Agreement in Exhibit 2 and submitting it to [AP@masscec.com](mailto:AP@masscec.com) at or before the submission of their first invoice. Any

changes to the information in the ACH form must be submitted to [AP@masscec.com](mailto:AP@masscec.com) through an updated ACH enrollment form within thirty (30) days of any such change.

- 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. Contractor shall submit invoices by email to MassCEC's Project Managers listed in Section 9(a) and carbon copy [AP@masscec.com](mailto:AP@masscec.com).

- 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 11 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.
- 7. 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.
- 8. 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.
  - a. 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.
  - b. 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.
  - c. 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.
  - d. Contractor is registered and in good standing with the Secretary of the Commonwealth of Massachusetts's Office.

**9. Project Managers:**

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

For Contractor:

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

For MassCEC:

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

- b. Contractor shall be required to obtain prior written approval from MassCEC to make any change to its Project Managers. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, in compliance with the notice provisions of Section 8.

10. **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.

**11. 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.
12. 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.
13. 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.
- a. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections the following sections shall survive and remain in effect after the termination or expiration of this Agreement: 5 (Access and Use), 6 (Contractor's Reps, Warranties, and Certifications), 8 (Insurance), 10 (Notice), 11(Termination), 14 (Audit), 15 (Indemnification), 16 (Confidentiality), 17 (Public Records and CTHRU) , 19 (Choice of Law), 20 (Independent Status), 22 (Severability), 23 (Amendments and Waivers), and any other provision of this Agreement which by its nature would be intended to survive the Agreement's termination or expiration.

- 14. 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. Any subcontract entered into by Contractor pursuant to this section shall not relieve Contractor from any of its obligations pursuant to this Agreement, any act or omission by a subcontractor of Contractor shall be deemed an act or omission by Contractor, and Contractor shall be responsible for each of its subcontractors complying with all obligations of Contractor pursuant to this Agreement.
- 15. 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.
- 16. 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.
- 17. 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.

**18. Confidentiality:**

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

such information is produced by Contractor's own efforts, except (A) as specifically required in connection with the fulfillment of Contractor's obligations hereunder, or (B) as otherwise directed by MassCEC in connection with a disclosure request under M.G.L. c. 66 (the "Public Records Law"), a request for discovery, subpoena, court, or administrative order or other compulsory legal process, disclosure requirement or request relating to such Confidential Information;

- ii. Not at any time, whether during or after the termination of this Agreement, use any Confidential Information for Contractor's direct or indirect financial or other benefit or for the benefit of any Person related to or affiliated with Contractor or with whom Contractor is now or hereafter associated, other than MassCEC, nor will Contractor use or attempt to use any Confidential Information in any manner which could reasonably be expected to injure or cause loss, whether directly or indirectly, to MassCEC or any applicable third party;
  - iii. In the event that Contractor (or any of its agents, officers, directors, employees, or subcontractors) is questioned about Confidential Information by anyone who has not demonstrated to Contractor that it is authorized to receive or have access to such Confidential Information, or is asked to provide Confidential Information to any such Person, Contractor agrees to promptly notify MassCEC and respond to the inquirer in accordance with MassCEC's instructions; and
  - iv. Not at any time, whether during or after the termination of this Agreement, reproduce any materials containing Confidential Information except to the extent necessary to perform Contractor's obligations under this Agreement, nor make or use (or permit any of its agents, officers, directors, employees, or subcontractors to use) any materials other than in connection with the performance of Contractors' obligations under this Agreement and for the benefit of MassCEC, it being understood and agreed that all materials are, shall be and shall remain the sole and exclusive property of MassCEC, and immediately upon the termination of the Agreement for any reason, Contractor shall deliver all copies of MassCEC's confidential materials and all other property of MassCEC in its direct or indirect possession or control to MassCEC, at its main office. In addition, Contractor shall, upon termination of the Agreement, within ten (10) days, return all materials and Confidential Information, held by Contractor as data stored on computers, floppy disks, CD-ROMs, or other electronic media.
- d. Contractor shall collaborate directly with MassCEC to prepare any public statement, media strategy, webpage update, or announcement relating to or bearing on the work performed or data collected under this Agreement, or to prepare any press release or for any news conference in which MassCEC is concerned or discussed. The aforementioned includes, but is not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relate to this Agreement or MassCEC.
  - e. Notwithstanding the foregoing, Contractor is hereby notified that in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. Sec. 1833(b)), as amended, Contractor will not

be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

19. **Public Records and CTHRU:** 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 subject to disclosure. An exemption to the Public Records Law may apply to certain records, such as materials that fall under certain statutory or common law exemptions, 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 shall be solely responsible for informing MassCEC in advance of any information it plans to submit to MassCEC that it considers exempt from the Public Records Law. Notwithstanding the foregoing, Contractor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any document, material, data, or other information is exempt from or subject to public disclosure. Contractor shall not send MassCEC any confidential or sensitive information that may be subject to public disclosure.

Contractor agrees and acknowledges that MassCEC shall have the right to disclose the name and address of Contractor, the amount of the payment pursuant to 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.

20. **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 [AP@masscec.com](mailto:AP@masscec.com). For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to [AP@masscec.com](mailto:AP@masscec.com).

**21. 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.
22. **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.
23. **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.
24. **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.
25. **Amendments and Waivers:** MassCEC may amend this Agreement (without any action by Contractor) to the extent such amendment is necessary to reflect changes in law, regulation, or public policy that apply to MassCEC or the Services. MassCEC shall promptly deliver any such amendment to Contractor in the manner provided in the Notice provision hereof. 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.
26. **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.

27. **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:

28. Exhibit 1: Scope of Services

29. Exhibit 2: ACH Enrollment Form

[Rest of Page Intentionally Blank]

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

**Massachusetts Clean Energy Technology Center**

**[Contractor Name]**

**By:**

**By:**

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

**Federal Tax ID No.:**

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

- I. Project Plan [provide a description of the project]
  
- II. Payment Terms [describe payment terms and the invoicing process. Make sure this section is consistent with the terms of Section 3]
  
- III. Schedule and Deliverables

EXAMPLE TABLE

<b>Task Number</b>	<b>Task Description</b>	<b>Milestone/Deliverable</b>	<b>Completion Date</b>	<b>Payment Amount</b>
1				
2				
3				