



Request for Proposals:  
Statewide Electric-Assist Bike Incentive Program  
FY2024

Date of Issue: April 11, 2024

Proposals Due: May 24, 2024

Total Funding Available: \$4,500,000

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 Technology Center (“MassCEC”) is seeking qualified consultants (“Applicants”) with experience in clean transportation to provide program administration and evaluation for a statewide electric-assist bike (“e-bike”) pilot incentive program (the “Program”). Starting in Summer 2024, this program will provide targeted incentives to residents across Massachusetts to purchase an e-bike. E-bikes can provide a reliable form of clean transportation that can reduce greenhouse gas (“GHG”) emissions, decrease vehicle miles travelled (“VMT”), and support individuals lacking transportation access. However, e-bike adoption across the Commonwealth has been limited because e-bike costs are often inhibitive for low-to-moderate income (“LMI”) households. This program aims to support e-bike adoption among LMI households while supporting the Commonwealth’s environmental goals.

The selected consultant (“Awardee” or “Consultant”) will track and deliver incentive vouchers, maintain records, and provide program analysis to MassCEC.

## 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 GOALS AND DESCRIPTION

Transportation accounts for 37% of greenhouse gas (“GHG”) emissions in Massachusetts, making it the state’s largest emitting sector. As part of the Commonwealth’s ambitious goal to achieve carbon neutrality by 2050, the Clean Energy and Climate Plan for 2025 and 2030

(“CECP”)<sup>1</sup> describes two (2) major goals to reduce transportation emissions. These include “transitioning most vehicles on the road to electric vehicles” and “reducing growth in total vehicle miles travelled (VMT) by improving alternatives to personal vehicles.”<sup>2</sup> The CECP lists launching an e-bike incentive program as a key strategy towards meeting the latter goal. Further, the CECP also commits the Commonwealth to pursuing decarbonization strategies equitably, including facilitating the adoption of clean energy technologies by LMI residents.<sup>3</sup> MassCEC has already demonstrated the effectiveness of e-bike programming in the Commonwealth. Under the ACT4All Program, MassCEC manages four (4) e-bike pilot programs that provide incentives to Priority Populations including Environmental Justice Communities (“EJC”) and LMI households. To date, five hundred and twelve (512) e-bikes have been deployed and have travelled an estimated 160,000 miles, reducing VMT and GHG emissions within the Commonwealth. The e-bike program in this RFP is designed to contribute to multiple Commonwealth goals by reducing VMT and GHG emissions and by supporting LMI residents.

E-bikes can significantly reduce GHG emissions, reduce on-road congestion, and provide quality-of-life benefits for users. As most car trips taken in the US are less than three (3) miles, e-bikes are well-suited to replace these trips, thereby reducing GHG emissions and VMT.<sup>4</sup> Initial findings from MassCEC’s ACT4All pilot e-bike program run in Greater Boston have found that 40-60% of e-bike trips replace car trips. This is consistent with previous studies which have found that 35 – 50% of e-bike trips would have been made by car.<sup>5</sup> E-bikes also offer benefits compared to traditional bikes. For example, e-bikes make it possible for many citizens to cycle at all, cycle longer distances, or cycle routes that would be inaccessible without electric-assist. E-bikes are therefore able to increase cycling access to a broad swath of the population, including the elderly and people with disabilities. Further, active transportation options can lead to meaningful quality-of-life and health benefits for users.<sup>6</sup>

The Program will provide point-of-sale incentives that decrease e-bike costs for MA residents. Enhanced incentives will be provided to eligible MA residents that meet the income criteria or

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<sup>1</sup> Executive Office of Energy and Environmental Affairs. “Massachusetts Clean Energy and Climate Plan for 2025 and 2030.” Available at: <https://www.mass.gov/doc/clean-energy-and-climate-plan-for-2025-and-2030/download> p. 32-35

<sup>2</sup> Executive Office of Energy and Environmental Affairs. “Massachusetts Clean Energy and Climate Plan for 2025 and 2030.” Available at: <https://www.mass.gov/doc/clean-energy-and-climate-plan-for-2025-and-2030/download> pg. xii

<sup>3</sup> Executive Office of Energy and Environmental Affairs. “Massachusetts Clean Energy and Climate Plan for 2025 and 2030.” Available at: <https://www.mass.gov/doc/clean-energy-and-climate-plan-for-2025-and-2030/download> pg. 14

<sup>4</sup> Office of Energy Efficiency and Renewable Energy. “More Than Half of All Daily Trips Were Less Than Three Miles in 2021.” Available at: <https://www.energy.gov/eere/vehicles/articles/fotw-1230-march-21-2022-more-half-all-daily-trips-were-less-three-miles-2021>

<sup>5</sup> University of California Davis Institute of Transportation Studies. “Electric Assisted Bikes (E-bikes) Show Promise in Getting People out of Cars.” Available at: [https://escholarship.org/content/qt3mm040km/qt3mm040km\\_noSplash\\_e0fa17490f118088cd8424ce93c83794.pdf?t=pq2c3f](https://escholarship.org/content/qt3mm040km/qt3mm040km_noSplash_e0fa17490f118088cd8424ce93c83794.pdf?t=pq2c3f)

<sup>6</sup> Science Direct. “E-Bikes Towards Inclusive Mobility: A Literature Review of Perceptions, Concerns, and Barriers.” Available at: <https://www.sciencedirect.com/science/article/pii/S2590198223001872>

qualify for an adaptive bike. The incentives offered through this Program are described in Table 1.

*Table 1: Program Summary Table*

<b>Incentive</b>	<b>Total Incentive Amount</b>	<b>Eligibility Criteria</b>
Moderate Income	\$800 or up to 75% of the total e-bike cost	<ul style="list-style-type: none"> <li>• Must be a MA resident; and</li> <li>• &lt;400% of the Federal Poverty Line (“FPL”) adjusted for household size.</li> </ul>
Enhanced	\$1200 or up to 90% of the total e-bike cost	Must be a MA resident and meet one of the following criteria: <ul style="list-style-type: none"> <li>• &lt;225% of the FPL adjusted for household size; or</li> <li>• Individuals participating in one of the means tested programs listed in Appendix A; or</li> <li>• Individuals with a demonstrated need for an adaptive e-bike.</li> </ul>
Ancillary Incentive	Up to \$150 not exceeding 100% of the cost	The ancillary incentive may assist with the purchase of a helmet, a lock, a floor pump, and/or lights. This is an adder for the Moderate Income and Enhanced incentives.

For reference, please view the federal poverty guidelines at this link:

<https://aspe.hhs.gov/sites/default/files/documents/1c92a9207f3ed5915ca020d58fe77696/detailed-guidelines-2023.pdf>

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#### APPLICATION PROCESS

To qualify for either incentive, individuals must present proof of residency in Massachusetts. Individuals applying for an enhanced incentive must also provide one (1) of the following documents:

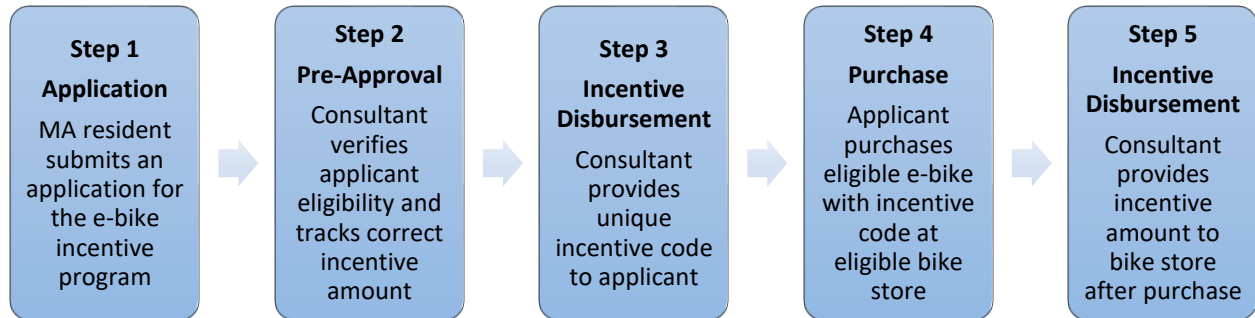
1. A tax transcript confirming a modified adjusted gross income below the income threshold; or
2. A document confirming participation in an income-qualifying program.<sup>7</sup>

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<sup>7</sup> MassCEC will work with the selected Applicant to determine a list of eligible programs ahead of program launch.

Applicants applying for either the enhanced or the standard e-bike incentives must apply before their e-bike purchase. The proposed application process is detailed in Figure 1.

Figure 1: Proposed Incentive Disbursement Process



Incentives must be redeemed within sixty (60) days of notification of issuance. Incentives not redeemed after sixty (60) days will be awarded to a different applicant.

MassCEC may work with the Awardee to adjust the e-bike incentive program design at any point during the Program.

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## PROGRAM DEPLOYMENT

### *Community-Based and Non-Profit Organizations*

MassCEC recognizes that reaching historically underserved populations with incentive programs is often challenging. Under the ACT4All Program, community-based organizations (“CBO”)<sup>8</sup> and non-profit organizations were strong partners in reaching and supporting bike ownership, ridership, and maintenance among Priority Populations.<sup>9</sup> Applicants should propose strategies to work with CBOs and non-profit organizations to provide marketing and support for Priority Populations under this program. CBOs and non-profit organizations must be able to reach Priority Populations across the Commonwealth. For the purposes of this RFP, Priority Populations may include but are not limited to:

- Low-income and essential workers;
- Workers in need of transportation access to job sites;
- Underrepresented groups in conventional bike usage and e-bike usage, such as communities of color;
- People with disabilities;
- Rural communities;

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<sup>8</sup> Organizations and entities with a demonstrated history of engaging and supporting Priority Groups such as community action partnerships, neighborhood revitalization organizations, advocacy groups, affordable housing providers, affordable housing developers, and non-profits (“Community-Based Organization” or “CBO”).

<sup>9</sup> More information on ACT4All is available at: <https://www.masscec.com/program/accelerating-clean-transportation-all-act4all>

- Individuals in Environmental Justice Communities;<sup>10</sup> and
- Residents in Gateway Cities.<sup>11</sup>

*Geographic Equity Across the State*

The program is designed to equitably distribute incentives across the Commonwealth. Incentives will be deployed in proportion to the population in each Executive Office of Health and Human Services (“EOHHS”) region across the Commonwealth. Table 2 details the percentages for each region. Please note that the Boston and Metro West Regions have been combined to simplify the Program regions.

*Table 2: Percentage of E-Bikes Allocated to Each Region*

<b>Region</b>	<b>Percentage of Population</b>
Western	13%
Central	14%
Northeast	23%
Metro West + Boston	29%
Southeast	21%

*Population data in Table 2 rounded and based on 2020 ACS & EOHHS Regions <sup>12 13</sup>*

*Prioritizing Incentives*

Demand for the Program is likely to outpace the available number of incentives. Consultants should propose a process to distribute incentives equitably. Strategies might include awarding incentives on a first-come, first-served basis, prioritizing certain incentives (adaptive or enhanced), choosing based on a lottery-based system, or some combination of these.

*Staggered Incentive Deployment*

Previously deployed statewide e-bike programs have experienced high demand. For example, Connecticut’s statewide e-bike program closed within ten (10) days of opening—receiving 6,394

<sup>10</sup> Executive Office of Energy and Environmental Affairs. “Environmental Justice Policy.” Available at: <https://www.mass.gov/doc/environmental-justice-policy6242021-update/download>

<sup>11</sup> Massachusetts Institute for a New Commonwealth. “About the Gateway Cities.” Available at: <https://massinc.org/our-work/policy-center/gateway-cities/about-the-gateway-cities/>

<sup>12</sup>Massachusetts 2020 Census Population Data. Available at: <https://malegislature.gov/Redistricting/MassachusettsCensusData/CityTown>

<sup>13</sup> MA Executive Office of Health and Human Services Regions. Available at: [https://matracking.ehs.state.ma.us/eohhs\\_regions/eohhs\\_regions.html](https://matracking.ehs.state.ma.us/eohhs_regions/eohhs_regions.html)

applications for approximately 1,000 available incentives.<sup>14</sup> Consultants responding to the application should propose a method to prevent e-bike incentives from selling out too quickly. For example, Denver’s e-bike program deploys a certain number of incentives monthly.<sup>15</sup> Consultants should also propose strategies for managing a high volume of incentive processing in a short time period.

#### *Additional Program Elements*

Applicants may propose to change existing program elements, or add additional elements, that increase Program effectiveness. In such cases, the Applicant should provide their reasoning for the change as well as any resulting increase or decrease in Program cost. These proposed elements may include expanding upon listed tasks and scopes and/or additional aspects to the Program not mentioned in the RFP. These changes do not change the page limits listed under the Proposal Requirements section of this RFP.

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#### E-BIKE ELIGIBILITY

##### *Fire Safety*

All e-bikes purchased through the Program must be either Active UL 2849 or EN 15194 for battery and electrical components. Connecticut has already developed a list of eligible bikes that meet these criteria.<sup>16</sup> The Consultant will be required to develop and maintain a similar list of eligible e-bikes.

##### *Price Limits*

E-bikes are subject to the following price requirements:

- No minimum purchase price; maximum purchase price of \$5,000 for standard e-bikes.
- No minimum purchase price; maximum purchase price of \$8,500 for adaptive e-bikes.

##### *E-Bike Definition*

Only e-bikes that meet the MA e-bike definition of “e-bike,” as detailed in Chapter 90 Section 1 of the Massachusetts General Law,<sup>17</sup> are eligible for the Program.

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<sup>14</sup> Connecticut Department of Energy and Environmental Protection. “Connecticut Electric Bicycle Incentive Program.” Available at: <https://portal.ct.gov/DEEP/Air/Mobile-Sources/CHEAPR/Electric-Bicycles>

<sup>15</sup> City and County of Denver. “Electric Bikes (E-Bikes).” Available at: <https://www.denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Climate-Action-Sustainability-Resiliency/Cutting-Denvers-Carbon-Pollution/Sustainable-Transportation/Electric-Bikes-E-Bikes-Rebates>

<sup>16</sup> Connecticut Department of Energy and Environmental Protection. “Eligible eBike List.” Available at: <https://portal.ct.gov/-/media/DEEP/air/mobile/eBikes/eBike-Incentive-Program---Eligible-eBike-List.pdf>

<sup>17</sup> MA Legislature General Laws Title XIV Chapter 90 Section 1. Available at: <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXIV/Chapter90/Section1>

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OTHER RULES AND FUTURE PROGRAM DIRECTIONS

*Participating Retailers*

All e-bike retailers processing incentives must be located within the Commonwealth. The Consultant will be responsible for marketing the Program to bike shops and enlisting eligible retailers.

On a case-by-case basis, the Consultant may allow e-bike retailers with physical store locations outside of the Commonwealth to participate in the Program. This will only be permitted if the retailer would increase e-bike accessibility to a Commonwealth population without access to an in-state e-bike retailer.

*Combining E-Bike Incentives*

Standard e-bikes receiving the Moderate Income or Enhanced incentives may not be combined with incentives from other municipal entities. However, adaptive e-bikes receiving incentives under this Program may be stacked with other available incentives.

*Future E-Bike Programs*

Future versions of this Program, if funded, may include additional income tiers, increased CBO support, station-based e-bikes; and/or increased incentives for electric cargo bikes.

#### IV. ELIGIBILITY

Eligible Applicants include sole proprietors, professional consultants, nonprofits, institutions, or companies with multiple employees. MassCEC encourages Applicants to form a team with sub-vendors (“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 must clearly identify relevant Applicant Team sub-vendor(s) with whom to jointly respond to this RFP and their respective roles and experience.

MassCEC strives to partner with organizations, companies, and entities that consciously work to create a diverse, equal, and inclusive work environment. MassCEC encourages such partners to have a Diversity, Equity & Inclusion (“DEI”) policy to encourage hiring of a diverse team, provide equal and fair treatment for all team members, and ensure a workplace environment where all team members feel valued and have the opportunity to fully participate in creating organizational success.

#### V. ESTIMATED TIMELINE

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



Release of RFP	April 11, 2024
Questions due to MassCEC via email to <a href="mailto:CleanTransportation@MassCEC.com">CleanTransportation@MassCEC.com</a>	April 26, 2024 by 5 pm ET
Questions with Answers Posted to MassCEC Website	May 3, 2024
Proposals Due	May 24, 2024 by 5 pm ET
Interviews of Top Applicants (If necessary)	June 2024
Notification of Award & Contracting	June 2024/ July 2024
Program Kickoff	Summer 2024

**VI. SCOPE OF WORK**

The Applicant should review and respond to all three (3) scopes of work described below.

If necessary, the Applicant may add to the scopes listed below. The value added by additional 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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- Scopes of Work**
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- 1** Program Administration

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  - 2** Program Analysis & Reporting

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  - 3** Translation Services

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**SCOPE 1: PROGRAM ADMINISTRATION**

Scope 1 will include all tasks associated with administering the Program. These tasks will include:

- Task 1: Incentive Verification and Distribution
  - A. Verify standard Applicant eligibility, including:

- a. Verify Applicant resides in MA;
  - b. Verify Applicant meets income criteria or participates in an eligible means tested Program.
- B. Select recipients from applicant pools;
- C. Distribute unique incentive codes to eligible Applicants, send expiration reminders after forty-five (45) days and revoke incentives after sixty (60) days; and
- D. Distribute rebate amounts to e-bike retailers within two (2) weeks of receiving an invoice from the retailer.
- Task 2: General Program Support
  - A. Develop and maintain a list of eligible e-bikes;
  - B. Enroll e-bike retailers located in MA within the Program; and
  - C. Additional Program elements.
- Task 3: Data Collection & Reporting
  - A. Collect participant data via surveys, intake forms, or another method proposed by the Awardee. This data may include some or all of the following:
    - a. Information at point-of-sale (“POS”), including:
      - i. Total MSRP of e-bike;
      - ii. Total price paid by participant;
      - iii. Additional equipment purchased;
      - iv. Location of purchase;
    - b. Participant main transportation options;
    - c. Location and purpose of trips taken;
    - d. Number of trips taken;
    - e. Distance of trip taken;
    - f. User previous biking experience;
    - g. Participant demographics (age, gender, income, occupation, race, and ethnicity); and
    - h. Participant satisfaction and Program feedback.
  - B. Collect data necessary to make an estimate related to:
    - a. Avoided GHG emissions as a result of the Program; and the
    - b. Avoided VMT as a result of the Program.
- Task 4: Program Marketing & Support
  - A. Support Applicants during the application process;
  - B. Distribute and design informational and marketing materials to participants and e-bike retailers in multiple languages;
  - C. Create educational materials and programming for program participants including:
    - a. Fire safety;
    - b. Basic e-bike maintenance; and
    - c. Safe riding practices.
  - D. Hold a kickoff event; and
  - E. Work with CBOs and non-profits to provide 4A, 4B, 4C and 4D.
- Task 5: Website Creation and Management
  - A. Create and host a website to manage Program intake and distribute information;
  - B. Work collaboratively with MassCEC’s web developers to launch the Program;

- C. Track website traffic and metrics;
- D. Provide parameters for customer services through the website and the channels in which they will be available through; and
- E. At a minimum, include the following pages on the website:
  - a. An FAQ page;
  - b. An email hotline for Applicants to contact the Awardee with Program questions; and
  - c. An online application portal.

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## SCOPE 2: PROGRAM ANALYSIS & REPORTING

Scope 2 will include data analysis and Program reporting for the Program.

- Task 6: Reporting
  - A. Submit quarterly memos to MassCEC which include:
    - a. Number of applications in the quarter;
    - b. Number of incentives distributed in the quarter by incentive type and e-bike class;
    - c. Number of incentives redeemed in the quarter;
    - d. Number of incentives for e-cargo bikes and adaptive bikes;
    - e. Budget spent in the quarter;
    - f. Issues and solutions implemented in the quarter;
    - g. A summary and analysis of any data collected in the quarter; and
    - h. Aggregate demographic information on applicants and participants as outlined in Scope 1 Task 3a.
  - B. The last report (the “Final Report”) will be submitted not more than two (2) months after all the incentives are distributed, and must include:
    - a. A summary of the final program design, including a review of any updates made based on challenges from the previous quarters;
    - b. An analysis of all data and program findings:
      - i. Emissions reductions;
      - ii. \$/CO<sub>2</sub>e;
      - iii. Participant demographics;
      - iv. Participants costs and savings;
      - v. Participant charging patterns and challenges; and
      - vi. Other analyses proposed by the Awardee.
    - c. Lessons learned from Program deployment; and
    - d. Recommendations for future Program design.

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## SCOPE 3: TRANSLATION SERVICES

Residents in the Commonwealth speak a variety of languages. The selected Applicant should have the ability to translate materials into **Spanish**. In addition, the ability to translate into some or all of the following languages will increase the strength of the Applicant’s proposal:

- Arabic;
- Cape Verdean Creole;
- Chinese (Mandarin and Cantonese);
- French;
- Haitian Creole;
- Hindi;
- Khmer;
- Korean;
- Portuguese;
- Russian;
- Somali; and
- Vietnamese.

## 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). “Statewide E-Bike 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. A redlined version of Attachment B; and
5. Complete Budget Worksheet (Attachment C)

No additional materials should be submitted. Any additional materials will not be considered in the evaluation. 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. Do not exceed the specified page limits.

**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 Scope(s), including subcontractors.

**Statement of Qualifications (up to three (3) pages):** All responses must include a statement of qualifications, experience, and description of the Applicant, including:

- A brief description of organization(s) involved in the proposing team, including major subcontractors. Include date founded, history, size, product portfolio and location.
- Include an explanation of why the proposed organization or team is the best qualified to perform the work outlined under the respective Scope(s). Identify other organizational qualifications relevant to the proposed work. Include examples of relevant past work, particularly related to Program administration, Program analysis, transportation electrification, and e-bikes markets.
- Describe the team's ability to work with key stakeholders, such as, but not limited to, MassCEC, e-bike retailers, and non-profits/CBOs.
- Identify key individuals who will be involved in the Scope(s) and related tasks. Provide one (1) to two (2) paragraph summaries of relevant technical and business expertise of these individuals. Submit resumes (as appendices) of all key applicant team members. Resumes should include education and experience that are relevant to the proposed work.
- Identify how the team is qualified to meet the RFP's equity-based goals. This may include, for example, a statement on the diversity of the team or examples of previous relevant equity-focused work.
- If applicable, list relevant MassCEC and other state or federal contracts awarded to the Applicant and/or any subcontractors in the past five (5) years.

**Workplan Narrative (up to eight (8) pages):** The Workplan describes work activities, deliverables and timeline associated with completing the Scope(s) provided in Section VI – up to seven (7) pages total for Scopes 1 and 2 and up to one (1) page for Scope 3 are allowed. The Workplan shall describe each step or procedure required to accomplish each Task under the Scope(s), 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 and should include justification for any additional scopes proposed by the Applicant.

**Project Schedule (one (1) page):** All responses must include an estimated project schedule. This schedule should outline the deployment of the Program over the upcoming year and include all project milestones and deliverables with a corresponding date of completion. Identify any seasonal constraints or specific requirements for work scheduling. Propose a progress reporting schedule and ongoing Webpage maintenance schedule (if applicable to Scope).

**Budget and Rate Sheet (up to two (2) pages):** Responses must include a detailed budget in the form of the Budget Worksheet (Attachment C) and additional background including information on rates for all team members working on the project. Where Applicants anticipate using outside expertise for a Task, the Applicant should include estimated rates. Budgets should be broken out by each Task and Subtask within each Scope.

When justifying Scope and Task budgets, Applicants should clearly identify the metric used to determine cost. Applicant should clearly list the amount of budget dedicated to incentives and the amount of budget dedicated to each scope.

**Diversity, Equity, and Inclusion (up to one (1) page):** Please include a brief summary of you or your organization’s commitment to DEI and/or EJ principles. If available, please provide or link to any relevant materials (e.g., organization guidance documents, mission/vision statements, etc.). You may also include brief examples of initiatives, projects, or other work in which the Lead Applicant and/or Project Partners have demonstrated a clear commitment to advancing DEI and/or EJ principles.

**References (one (1) page each):** All responses must include references from at least three (3) clients of the Applicant, and preferably clients who have worked with the Applicant on matters related to the proposed technical services. These references must include a contact person, a full address, an email address, and a phone number. Current and former MassCEC staff may be included as supplementary references for previous work conducted on behalf of MassCEC, but do not count toward the three (3) reference requirements.

Under no circumstances will MassCEC accept responses past the deadline.

## VIII. SELECTION CRITERIA

MassCEC is seeking the most comprehensive proposal from qualified entities to fulfill the roles described above. All proposals must be responsive to the relevant scope of services and proposal requirements outlined in this RFP. MassCEC reserves the right to determine the relative weights of each criterion as part of bid evaluation.

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 program administration, the e-bike industry, and/or the EV industry, including one (1) or more firms that seek to gain experience through provision of services under the Program but can offer significant qualifications regarding the interests and needs of under-represented individuals. 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 market.

Applicant proposals will be evaluated using the criteria described in Table 3.

*Table 3: Selection Criteria*

Criterion	Definition
<b>Range of Services to be Provided</b>	<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 Program?</li> </ol>

	<ol style="list-style-type: none"> <li>3) If the Applicant has suggested changes to the primary scopes (additions, alterations or deletions), are those changes aligned with the overall goals of the Program?</li> <li>4) Does the Applicant demonstrate an adequate plan to support participants?</li> </ol>
<b>Qualifications</b>	<ol style="list-style-type: none"> <li>1) What is the quality of the Applicant’s performance on similar past consulting assignments or their achievements related to proposed work? Has the Applicant demonstrated successful performance under previous MassCEC, state, or federal contracts?</li> <li>2) Does the Applicant demonstrate experience working with and/or understanding the priorities line with the RFP’s equity-goals?</li> <li>3) Has the Applicant provided strong references and recommendations?</li> <li>4) Does the Applicant demonstrate strong communication and interpersonal skills which would enable the Applicant to communicate Program goals, deadlines and expectations with the MassCEC team?</li> </ol>
<b>Project Workplan</b>	<ol style="list-style-type: none"> <li>1) Does the proposed Workplan meet the objectives of the Scope(s) outlined in Section VI?</li> <li>2) Is the proposed Workplan clear and specific regarding how Tasks will be carried out and by whom?</li> <li>3) Are any changes to the Scope(s) adequately justified in the Workplan?</li> <li>4) Is the proposed Schedule both reasonable and realistic?</li> </ol>
<b>Overall Quality of Proposal</b>	<ol style="list-style-type: none"> <li>1) Has the Applicant demonstrated sufficient time resources and flexibility to participate in the Program?</li> <li>2) Has the Applicant clearly outlined a proposed approach for working with MassCEC?</li> </ol>
<b>Value Demonstration</b>	<ol style="list-style-type: none"> <li>1) Is the proposal cost-competitive and within the budget requirements?</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 budget to other Applicants’ proposals.</li> </ol>

## XI. BUDGET

The total budget available for both incentives and project administration is Four Million Five Hundred Thousand dollars (\$4,500,000). Proposals that maximize the number of incentives awarded will be weighted the highest.

Proposals offering services that are not explicitly defined in the scope or that exceed the required services described in the scope should clearly identify the incremental cost of the incremental/additional services to be provided.

## X. CONTACT INFORMATION FOR QUESTIONS

Please submit all questions to [CleanTransportation@MassCEC.com](mailto:CleanTransportation@MassCEC.com) no later than 5:00 PM. ET, April 26, 2024. "Statewide E-Bike RFP Questions" must appear in the subject line. Responses to questions will be posted on the [RFP page](#) by May 3, 2024.

## 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 ("Public Records Law"). Applicant acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC is presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories under a statutory or common law exemption, including the limited exemption at Massachusetts General Laws Chapter 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Applicant 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. Thus, MassCEC urges applicant to carefully consider what documents, materials, data and other information is submitted to MassCEC in connection with 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.

### 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 its 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(s) will execute a contract which will set forth the respective roles and responsibilities of the parties as substantially set forth in the sample Agreement for Services form in Attachment B. MassCEC reserves the right to make further modifications to the Agreement for Services template as needed, including, without limitation, modifications resulting from discussions with relevant parties including, but not limited to, e-bike retailers, Program participants, and other government entities.

## APPENDIX A

Applicants may be qualified for the low-income incentive if the following income-qualifiers are met:

- Proof of participation in one of the following income-qualified programs is provided; and either
- Their modified adjusted gross income meets the identified threshold levels in Table 1; or
- They participate in one of the programs listed in the List of Income-Qualifying Programs.

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### LIST OF INCOME-QUALIFYING PROGRAMS

- Residential Assistance for Families in Transition (RAFT)
- Prescription Drug Assistance
- Child Care Financial Assistance (CCFA)
- Mass Save Income Eligible Programs
- Supplemental Nutrition Assistance Program (SNAP)
- Massachusetts Rental Voucher Program (MRVP)
- Low-Income Home Energy Assistance PROGRAM (LIHEAP)
- Massachusetts Health Connector
- Supplemental Security Income (SSI)
- State Supplement Program
- Mass Health
- Massachusetts Transitional Aid to Families with Dependent Children (TAFDC)
- Low-Income Weatherization Assistance Program (LIWAP)
- Emergency Aid to the Elderly, Disabled, and Children (EAEDC)
- Section A8 Housing Choice Voucher Program (HCVP)
- Women, Infants, and Children Program Nutrition Program (WIC)
- Veterans Programs (Chapter 115 Benefits)
- Veterans Dependency and Indemnity Compensation (DIC) Surviving Parent
- Veterans Affairs Non-Service-Connected Pension (VANSCP)

ATTACHMENT A: AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM

**Statewide E-Bike Incentive Program (the "RFP")**

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

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

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

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

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

(Printed Name of Applicant)

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

(Signature of Applicant or Authorized Representative)

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

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

ATTACHMENT B: SAMPLE AGREEMENT

**AGREEMENT FOR SERVICES**

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

- b. **Interest Received/Return of Unexpected Funds:** The Contractor shall have a fiduciary duty to adequately safeguard all Program funds, which shall be maintained in a secure account(s) with any interest accruing to the Project or returned to MassCEC with any unexpended funds at the conclusion of the Program. Completion of the Project shall include receipt of documentation demonstrating that all the elements of the attached Scope of Work have been met including receipt of a final report from the Contractor with a summary of the process and expenditures. At the conclusion of the Project, any unexpended funds will be returned to MassCEC within forty-five (45) days of Program end date.
- c. 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 Finance@masscec.com at or before the submission of their first invoice. Any changes to the information in the ACH form must be submitted to Finance@masscec.com through an updated ACH enrollment form within thirty (30) days of any such change.
- d. 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:

Rachel Ackerman, Program Director, 617-315-9326, [RAckerman@masscec.com](mailto:RAckerman@masscec.com)

Elijah Sinclair, Program Manager, 587-415-6081, [ESinclair@masscec.com](mailto:ESinclair@masscec.com)

Soumya Atnoor, Program Administrator, 617-294-5724,  
[SAtnoor@masscec.com](mailto:SAtnoor@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 CTHRU:** [Include if you anticipate receiving confidential information]
- As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66 (the "Public Records Law"). Contractor acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC are presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories of a statutory or common law exemption, including the limited exemption set forth in General Laws Chapter 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Contractor acknowledges and agrees that MassCEC, in its sole discretion, shall

determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. MassCEC urges Contractor to carefully consider what documents, materials, data, and other information it submits to MassCEC in connection with this Agreement.

In accordance with the Public Records Law, MassCEC generally considers the following types of information confidential:

- [fill in as necessary]

[Include if you do not anticipate receiving confidential documents] As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Contractor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. Contractor agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Agreement.

[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. Ownership of Deliverables:** Except for the Proprietary Software Platform, all data, webpage(s), software, or other intellectual property developed or purchased by the Contractor or subcontractors and documents created by contractors and subcontractors associated with this program belong to the Commonwealth and may be subject to public record laws.
- 17. 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](mailto: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](mailto:finance@masscec.com).

**18. 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.

- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.

**23. 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.

**24. 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**

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

**Name:** \_\_\_\_\_

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

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

**[Contractor Name]**

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

**Name:** \_\_\_\_\_

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

**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				