



Request for Proposals:
Electric Vehicle Webpages
FY2024

Date of Issue: May 24, 2023
Proposals Due: July 13, 2023

All proposals must be submitted to:
CleanTransportation@MassCEC.com

I. SUMMARY

Through this Request for Proposals (“RFP”), the Massachusetts Clean Energy Center (“MassCEC”) seeks applications from consultants or professionals (the “Applicants”) with Massachusetts-specific experience in consumer education, marketing campaigns, web design and robust background knowledge of the Massachusetts electric vehicle (“EV”) market to develop informational content and work with MassCEC’s two existing web developers (the “Web Developers”) to design EV-focused informational webpages (each, a “Webpage”). Content on the Webpages will be tailored to specific audiences including residential consumers, private and commercial entities, light-duty vehicle dealers, and residents in Municipal Light Plant territory.

The Webpages aim to satisfy Bill H.5060: *An Act Driving Clean Energy and Offshore Wind*, which directs MassCEC to create a website with EV cost and availability information (see Section III). To satisfy this direction, the Webpages will provide information, tools, and resources (“Content”), on the topics of EV models, operation, and availability, electric vehicle supply equipment (“EVSE”) installation and operation, and state and federal EV and EVSE incentives, rebates, and tax credits. The Webpages intend to increase EV education that is linguistically diverse and culturally competent among consumers and commercial entities, with an emphasis on hard-to-reach buyer demographics, and in turn increase EV adoption throughout the state.

The Webpages will be hosted on <https://www.masscec.com/> and/or <https://goclean.masscec.com/> and Content will be designed by the selected Applicant(s) (the “Awardees”), in collaboration with MassCEC. Content will be developed under five distinct but related Scopes (see Section VI). Applicants may apply for one or more Scopes.

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

As of 2020, transportation accounted for 37% of greenhouse gas (“GHG”) emissions in Massachusetts, making it the largest emitting sector. Within the transportation sector, light-duty passenger vehicles account for 60% of GHG emissions.¹ To reduce the impact of transportation, the Clean Energy and Climate Plan sets ambitious decarbonization targets, including nine hundred thousand (900,000) electric vehicles on the road by 2030.² In 2022, there were fifty eight thousand five hundred ninety seven (58,957) electric vehicles registered in MA indicating that adoption of EVs will need to exponentially increase in the coming years in order to reach state targets.³

In addition to stricter vehicle emissions standards and vehicle and charging incentives, consumer education will be a vital strategy in increasing awareness and adoption of EVs. While 71% of Americans would at least consider purchasing an EV as their next vehicle, only 9% of Americans reported being ‘very’ familiar with the fundamentals of owning an EV and almost half of Americans (46%) had not heard of any incentives available for EV purchases.⁴ This gap between EV interest and knowledge signals a significant need and opportunity for education. To address this need, the Massachusetts Legislature directs MassCEC, through Bill H.5060: *An Act Driving Clean Energy and Offshore Wind*, to create an informational electric vehicle website:

“SECTION 85. The Massachusetts clean energy technology center shall develop a guide and website to provide information about the costs and availability of electric vehicles and shall develop an annual projection of the availability of such vehicles in the next year. The projection shall be posted electronically and filed with the clerks of the senate and house of representatives.”⁵

Based on this direction, the goal of this RFP is to create a “one-stop-shop” for MA residents, private and commercial entities, and vehicle dealers to easily access EV and EVSE information and resources to promote informed purchasing decisions and EV sales. Separate Webpages with EV Content will be created for the following audiences: residential consumers, private and commercial entities, light-duty vehicle dealers, and Municipal Light Plant (MLP) residents. For example, the residential consumer-facing Webpage should provide a step-by-step guide to purchasing an EV, installing an at-home charging station, locating and navigating public charging, and determining eligibility for state, utility, and federal incentives and tax credits. MassCEC envisions linking these separate, audience-specific Webpages to the existing [MassCEC clean transportation webpage](#). Acknowledging that there are plenty of existing EV and EVSE resources and websites, Applicants should plan to compile Content from these existing resources, when appropriate and with permission, to be incorporated and/or embedded into the Webpages.

Through this RFP, MassCEC also aims to increase EV awareness and adoption of EVs among under-represented potential EV buyers, such as women, people of color, low- and moderate-income individuals, renters, and young people (“Under-represented Buyers”). As of 2020, the average EV owner tended to be male, white, and over 55 years old with an annual income of One Hundred Thousand

¹ See the [Massachusetts Clean Energy and Climate Plan for 2025 and 2030](#), released June 30, 2022.

² See the [Massachusetts Clean Energy and Climate Plan for 2025 and 2030](#), released June 30, 2022.

³ [Apply for MassEVIP Fleets Incentives | Mass.gov](#)

⁴ [2022 BEV and LCF Survey Report_FINAL_2 \(consumerreports.org\)](#)

⁵ See [Bill H.5060: An Act Driving Clean Energy and Offshore Wind](#), signed August 11, 2022

Dollars (\$100,000) or higher.⁶ Thus, many potential buyers do not see themselves represented in the demographics of early EV adopters. Awareness gaps and lack of representation discourage Under-represented Buyers from considering EVs despite the high-mileage range, public charging availability, state and federal incentives, and lower total costs of ownership. The Webpage Content should be easily accessible and address the concerns and interests of a wide audience demographic. MassCEC seeks to incorporate Content and support marketing campaigns that are linguistically diverse and culturally competent.

The Awardee(s) will NOT be responsible for the latter directives in the House Bill – developing an annual projection of EV availability, posting that projection electronically, or filing the projection with the clerks.

IV. ELIGIBILITY

Applicants may consist of one or more individuals, sole proprietors, professional consultants, non-profits, advocacy agencies, 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 one or more Scopes. 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.

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.

MassCEC may select up to one (1) Applicant per Scope, though **Applicants or Applicant Teams are strongly encouraged to apply for multiple Scopes**. For the ease of ongoing maintenance and administrative coordination, MassCEC will take into account the number of Applicants to be awarded as part of the selection criteria, therefore favoring Applicants or Applicant Teams that can perform more than one Scope.

V. ESTIMATED TIMELINE

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

Release of RFP	May 24, 2023
Questions due to MassCEC via email to CleanTransportation@MassCEC.com	June 16, 2023 @ 4:00 pm EDT
Questions with Answers Posted to MassCEC Website	June 23, 2023

⁶ [Who Owns EVs Today? EV Ownership Trends and Changes 2021 EV Consumer Behavior Report Rundown - Inspire: Advanced Transportation \(inspireadvancedtransportation.com\)](https://www.inspireadvancedtransportation.com/who-owns-evs-today-ev-ownership-trends-and-changes-2021-ev-consumer-behavior-report-rundown)

Proposals Due	July 13, 2023 @ 4:00 pm EDT
Interviews of Top Applicants (if needed)	Late July 2023
Notification of Award	August 2023

VI. SCOPE OF WORK

The Awardees will be expected to collect relevant information, tools, and resources on EVs, EVSE, and incentives for their respective audiences under Scopes 1-4 and compile the Content into an easily accessible Webpage. MassCEC will coordinate with the MassCEC Web Developers to update the existing [clean transportation webpage](#) (for the purpose of this RFP, the “Homepage”) to link out to the audience-specific Webpages designed by Awardees. Awardees will be responsible for creating and designing the Webpage Content to send to MassCEC Web Developers for final incorporation into the MassCEC website.

Awardees will also be expected to **maintain the Content on their respective Webpage for a period of three years** with up-to-date information regarding topics such as EV model availability and state and federal incentives, rebates, and tax credits.

Scope	
1	Residential Consumer Webpage
2	Private and Commercial Entity Webpage
3	Vehicle Dealer Webpage
4	Municipal Light Plant Webpage
5	Customer Support

Awardees under each Scope will be expected to work with state agencies and utilities to collaborate and ensure that programs and incentives provided by these entities are represented and clear on the applicable Webpages. MassCEC has made the following entities aware of this RFP and will provide introductions to Awardees: Department of Energy Resources, Department of Environmental Protection, National Grid, and Eversource. Applicants do not have to contact these entities during proposal development and may assume that information/website content can be used under each Scope.

Please see below for an outline of the five proposed Scopes. MassCEC expects final Scopes to be refined in detail with the selected Applicant(s) and is open to alternative workplans and structures that encompass the scope requirements and meet the overall Program goals.

SCOPES 1-4 TASK DESCRIPTIONS

The expected Tasks for Scope 1-4 will be the same for each Scope and are outlined in this section. Applicants should see Scopes 1-4 Topic Areas in the sections below for a specific list of anticipated Content to be included on each Webpage.

Applicants awarded under Scopes 1-4 (the “Awardee(s)”) will be responsible for designing, reporting on, and maintaining the Webpage Content for the respective Scope topic area (see Scopes 1-4 Topic Areas). Awardees should also plan to maintain brief, high-level, summary Content to be included on the existing Homepage, as needed. Summary Content is expected to be one paragraph at most and will provide users with a preview of Topic Area Content before being directed to the respective new Webpage.

Applicants applying for more than one Scope will be expected to conduct each Task outlined below for each Scope.

TASK 1: ONGOING WEBPAGE AND PROJECT MANAGEMENT

The Awardee(s) will conduct ongoing management for the respective Webpages in Scopes 1-4. Management will continue throughout the duration of the award (three (3) years) and in conjunction with work conducted on all other tasks.

The Awardee(s) will provide quarterly status reports for the duration of the award. Status reports will include details from the reporting period, a summary of progress and updates made to the respective Webpage, successes and challenges of Webpage marketing, planned work for the next reporting period, identification of any problems and planned or proposed solutions to address identified problems, and costs incurred through the reporting period. The Awardee(s) will develop a **Data Collection Plan** to outline the proposed structure and Content of the status reports. MassCEC uses Google Analytics and will work with the Web Developers and Awardee(s) to grant access to the appropriate quantitative data needed for reporting. The Awardee(s) will be available for project status calls with MassCEC on a monthly basis or as needed.

TASK 2: WEBPAGE DESIGN

The Awardee(s), with MassCEC support, will be responsible for collecting and synthesizing EV information, tools, and resources relevant to their topic area to design and populate a Webpage. Content should be kept accurate, up to date, and accessible for a wide demographic within the respective topic area audience.

Task 2A: Market Research

The Awardee(s) will collect existing webpages, resources, infographics, tools, trainings, etc. to use as models of a cohesive webpage format and for potential inclusion on the Webpage. See Scopes 1-4 Topic Areas for a detailed list of expected Webpage Content.

Research on available Content will culminate in a **Market Research Report** outlining the findings and recommendations for the Webpage with specific attention to the needs and interests of Under-represented Buyers, for MassCEC’s review.

Task 2B: Initial Design Plan (Q1)

Based on findings in the Market Research Report and in coordination with the MassCEC Web Developer, the Awardee(s) will propose an **Initial Design Plan**, for feedback from MassCEC. The Initial Design Plan should be developed in coordination with each Awardee under Scopes 1-4. The Plan should include:

- Template of proposed preview information for Homepage;
- Template of respective Webpage format and sections;
 - Webpage should be tailored to the topic area audience and include relevant information about EVs, charging stations, and incentives; and
 - Webpage does not need to contain final Content but should have basic placeholder Content for review. Placeholder Content should outline how the Awardee plans to address the needs and interests of Under-represented Buyers.
- Proposed integration with existing resources and third-party webpages; and
- Outstanding questions for stakeholder feedback.

The Awardee(s) should coordinate with MassCEC's Web Developer to ensure that the Content is presented in a format consistent with MassCEC's existing webpages and brand. See Scopes 1-4 Topic Areas for the Webpage host site.

Task 2C: Content Validation

To validate the accuracy of Content and secure usage permission for Content, if needed, the Awardee(s) will conduct stakeholder outreach to relevant parties depending on the topic area. Stakeholders may include vehicle dealerships, original equipment manufacturers ("OEMs"), fleet managers, consumers, charging station manufacturers and installers, electricians, etc. Awardees should also seek feedback on the Initial Design Plan from Under-represented Buyers. Results of stakeholder outreach will be used to reevaluate the Initial Design Plan and should be included in the Finalized Design Plan in Task 2D. Stakeholder outreach conducted under this task should also establish points of contact for future Webpage updates and Content validation required under Task 3.

Task 2D: Finalize Webpage Design

The Awardee(s) will synthesize MassCEC, Web Developer, Under-represented Buyer, and stakeholder feedback to develop the **Finalized Design**, for final MassCEC review. The Finalized Design will build on the Webpage template created in the Initial Design Plan to develop a mockup of the Webpage with proposed Content included. The Finalized Design should include:

- Mockup of proposed preview information for Homepage; and
- Mockup of respective Webpage format and sections.
 - Webpage should be tailored to the topic area audience and include relevant information about EVs, charging stations, and incentives; and
 - Webpage should include finalized Content for publishing such as subject matter information, resources, embedded websites and Content, and links. Finalized Content should address the needs and interests of Under-represented Buyers.

In coordination with the Web Developer, the Awardee(s) should **beta test the Finalized Design** to ensure that the format is compatible with the MassCEC website and consistent with the MassCEC brand. All embedded Content and links should be beta tested to ensure compatibility as well.

Task 2E: Translation

The Awardee(s) will have all Content added to the Webpage translated into Spanish, Portuguese, Chinese (including Mandarin and Cantonese), and Haitian Creole.⁷ All Content translated should be accurate, from a credible source, and reviewed manually. Updates to the Webpage over the three (3) year term will also require translation into the languages identified. MassCEC does not expect the Awardee to translate linked Content to third-party websites, however, linked Content to the Awardee's website should have translations available through the Google Translate widget, at a minimum. Applicants should specify whether translations will be done by the lead Applicant, an Applicant Team sub-vendor, or a third-party contractor. MassCEC intends to fund robust translation services under this solicitation and requests that Applicants submit a detailed budget for this Task, see Section VII for more details.

Task 2F: Webpage Launch

After beta testing and translations are complete, the Awardee(s) should work with MassCEC, the Web Developer, and the other Scope Awardees, if needed, to **launch the Webpage** publicly. MassCEC anticipates staggering Webpage publishing under Scopes 1-4 and planning a public announcement when all four Webpages are live. Webpage launch timelines will not be affected by other Scopes.

TASK 3: ONGOING WEBPAGE MAINTENANCE

The Awardee(s) will conduct ongoing Content maintenance for the Webpage for a duration of three years from the start of the award. The Awardee(s) will be required to submit a **Webpage Maintenance Plan** outlining the proposed plan for continued Webpage support and Content updates to ensure information remains current and accurate. The Awardee(s) should plan to coordinate with the Web Developer to develop the process for Webpage updates.

TASK 4: WEBPAGE MARKETING AND PROMOTION

Once the Webpage has been published, the Awardee(s) will be expected to market and promote the respective Webpages to the respective audiences in MA. The Awardee(s) should plan to coordinate with the other Scope Awardee(s) and MassCEC as needed.

Task 4A: Marketing and Promotion Plan

The Awardee(s) will develop a **Marketing and Promotion Plan** to propose a strategy for marketing and promoting their respective Webpage through appropriate channels such as social media, radio, tv, email, and physical ads/campaigns, for MassCEC comment. The Plan should specify how the Awardee(s) intend to engage a diverse audience of hard-to-reach demographics and Under-represented Buyers.

Task 4B: Marketing Materials

The Awardee(s) will develop mockup **Marketing Materials** for a range of channels in adherence with MassCEC brand guidelines, for MassCEC comment. The Awardee(s) should solicit feedback from their respective topic area audience and Under-represented Buyers to beta test marketing materials prior to marketing campaign launch.

⁷ [The Demographic Statistical Atlas of the United States - Statistical Atlas](#)

Task 4C: Translation

All Marketing Materials created should be **translated** into Spanish, Portuguese, Chinese (Mandarin and Cantonese), and Haitian Creole.

Task 4D: Marketing Campaign

The Awardee(s) will implement the **Marketing Campaign** to promote the Webpage to their respective MA-specific topic area audience, with attention paid to hard-to-reach demographics. The Campaign will continue for a period of one year after Webpage launch.

SCOPE 1 – RESIDENTIAL CONSUMER TOPIC AREA

The Awardee under Scope 1 will be expected to create a Webpage for a residential, light-duty vehicle consumer audience following the Tasks in the Scope 1-4 Task Description. The Webpage created under Scope 1 will be hosted on the MassCEC [Clean Energy Lives Here](#) (CELH) website. While the main MassCEC website is intended for a wide audience including industry stakeholders, businesses, students, etc., the CELH campaign and corresponding website are intended for individual consumers searching for weatherization solutions and electrified home appliances, systems, and transportation. Preview Content developed by the Awardee will be included on the Homepage, which will then link to the Webpage developed for the CELH site, as residential consumer-facing Content on light-duty electric vehicles fits best within the CELH brand.

MassCEC's existing CELH campaign currently markets and promotes to a MA homeowner audience. Under Task 4, the Scope 1 Awardee will be expected to market and promote the Webpage to MA renters and non-homeowners in coordination with MassCEC and the Web Developer.

Topics to be incorporated into the Scope 1 Webpage include, at a minimum:

- Light-Duty Electric Vehicles – for zero emission vehicles (“ZEVs”), plug-in hybrid electric vehicles (“PHEVs”), and used ZEVs/PHEVs
 - Model availability (current and upcoming models)⁸
 - Price considerations (fuel and maintenance savings, electricity costs)
 - Operation (winter range, managed charging, regenerative braking)
- Charging Stations – Level I, Level II, Level III
 - Charging levels, considerations for charging needs
 - Manufacturers (models, pricing)
 - At-home installation (voltage needed, how to find and contact an electrician, how to coordinate with utility, installation pricing)
 - Public charging station availability (available apps to locate them, general guide on how they work, where they are often found, different types of stations)
- State and Federal Incentives
 - Electric vehicle rebates and tax credits, including eligibility requirements

⁸ MassCEC expects that Awardees will provide information about upcoming EV *models* that are anticipated for release. Awardees will NOT be responsible for estimating a projection of the *quantity* of vehicles that will be available per the legislative guidance referenced in Section III.

- Awardee(s) should identify appropriate external experts that consumers may contact for further tax questions. MassCEC does not expect Awardees(s) to provide tax advice.
- Charging station purchase and installation rebates and tax credits
- Eversource, National Grid, and Unital programs and incentives
- Other state and federal programs

The Awardee under Scope 1 will work with the Awardee under Scope 4 (Municipal Light Plant) to link to the Scope 4 Webpage as needed.

SCOPE 2– PRIVATE AND COMMERCIAL ENTITY TOPIC AREA

The Awardee under Scope 2 will be expected to create a Webpage and marketing campaign for a private and commercial entity audience following the Tasks in the Scope 1-4 Task Description. The Webpage should incorporate information for Class 1-8 vehicles and may link to Scope 1 light-duty vehicle information as applicable. The Webpage created under Scope 2 will be hosted on [MassCEC's website](#) and linked to from the Homepage.

Topics to be incorporated into the Scope 2 Webpage include:

- Light-Duty Electric Vehicles – for ZEVs, PHEVs, and used ZEVs/PHEVs
 - Model availability (current and upcoming models)
 - Price considerations (fuel and maintenance savings, electricity costs)
 - Operation (winter range, managed charging, regenerative braking)
- Medium- and Heavy-Duty Electric Vehicles – for ZEVs, PHEVs, ZEV/PHEV conversion and retrofit options, and used ZEVs/PHEVs
 - Model availability (vehicle specifications, range, current and forecasted)
 - Price considerations (vehicle costs, fuel and maintenance savings, electricity costs)
 - Operation (winter range, managed charging, regenerative braking)
- Charging Stations – Level II and Level III
 - Charging levels
 - Manufacturers (models, pricing)
 - EVSE installation (voltage needed, utility coordination, facility upgrade considerations, installation pricing)
 - Considerations for charging needs (range of fleet sizes, duty cycle, demand charges and managed charging)
 - Public charging station availability (available apps to locate them, general guide on how they work, where they are often found, different types of stations)
- State and Federal Incentives
 - Commercial electric vehicle rebates, vouchers, and tax credits, including eligibility requirements
 - Identify appropriate external experts that consumers may contact for further tax questions
 - Workplace charging station purchase and installation rebates and tax credits
 - Eversource, National Grid, and Unital programs and incentives

- Other relevant state and federal programs and/or policies

The Awardee under Scope 2 will work with the Awardee under Scope 4 (Municipal Light Plants) to link to the Scope 4 Webpage as needed.

SCOPE 3 – LIGHT-DUTY VEHICLE DEALER TOPIC AREA

The Awardee under Scope 3 will be expected to create a Webpage and marketing campaign for a light-duty vehicle dealer audience following the Tasks outlined in the Scope 1-4 Task Description. The Webpage created under Scope 3 will be hosted on [MassCEC's website](#) and linked to from the Homepage.

Topics to be incorporated into the Scope 3 Webpage include:

- Dealer Trainings
 - Available electric vehicle training programs, courses, or certifications for vehicle dealers
 - Resources and references created for EV dealers
- Light-Duty Electric Vehicles –ZEVs, PHEVs, and used ZEVs/PHEVs
 - Price considerations (fuel and maintenance savings, electricity costs)
 - Operation (winter range, managed charging, regenerative braking)
 - Frequently asked consumer questions and answers
- Charging Stations – Level I, Level II, Level III
 - Charging levels, considerations for charging needs
 - Manufacturers (models, pricing)
 - At-home installation (voltage needed, how to find and contact an electrician, how to coordinate with utility, installation pricing)
 - Public charging station availability (available apps to locate them, general guide on how they work, where they are often found, different types of stations)
 - Frequently asked consumer questions and answers
- State and Federal Incentives
 - Electric vehicle rebates and tax credits, including eligibility requirements
 - Content should specifically include enrollment and vehicle dealer interaction with DOER's MOR-EV Program point-of-sale requirements
 - Charging station purchase and installation rebates and tax credits
 - Eversource, National Grid, and Unitil programs and incentives
 - Other state and federal programs

The Awardee under Scope 3 will work with the Awardee under Scope 4 (Municipal Light Plants) to link to the Scope 4 Webpage as needed. The Awardee under Scope 3 may work with the Awardee under Scope 1 to link to residential consumer-focused information as well.

SCOPE 4 – MUNICIPAL LIGHT PLANT TOPIC AREA

The Awardee under Scope 4 will be expected to create a Webpage and marketing campaign for a residential and commercial audience in Municipal Light Plant ("MLP") territory following the Tasks

outlined in the Scope 1-4 Task Description.⁹ The Webpage created under Scope 4 will be hosted on [MassCEC's website](#) and linked to from the Scope 1-3 Webpages. The Awardee under Scope 4 will be expected to work with the Awardees under Scopes 1-3 to determine formatting.

Topics to be incorporated into the Scope 3 Webpage include:

- Resources and links for EV incentive programs for MLP residential and commercial customers
- Resources and links for EV-specific rate options for MLP residential and commercial customers
- Resources and links for EVSE incentive programs for MLP residential and commercial customers

MassCEC does not expect that every MLP EV or EVSE program will be included directly on the Scope 4 Webpage, but the Awardee should link to the state webpage listing all MLPs along with their websites, found [here](#). The Scope 4 Webpage should highlight examples of EV programs in MLPs and any relevant EV resources offered by MLPs. MassCEC recognizes that not every MLP has available EV resources or programs.

SCOPE 5 – CUSTOMER SUPPORT

Given the potential complexity of navigating EV purchasing, charging installation, and incentive and rebate eligibility, MassCEC is interested in incorporating a customer support function into the Scope 1 Webpage that will allow residential consumers to contact an EV expert directly. MassCEC envisions the EV expert(s) to be primarily responsible for relaying information to a residential consumer audience, and expects that relevant topics of expertise could be:

- Light-Duty Electric vehicles – ZEVs, PHEVs, used ZEVs/PHEVs
 - Model availability (current and upcoming models)
 - Price considerations (fuel and maintenance savings, electricity costs)
 - Operation (winter range, managed charging, regenerative braking)
- Charging Stations
 - Manufacturers (models, pricing)
 - At-home installation (voltage needed, how to find and contact an electrician, how to coordinate with utility, installation pricing)
 - Public charging station availability (available apps to locate them, general guide on how they work, where they're often found, different types of stations)
- State and Federal Incentives
 - Electric vehicle rebates and tax credits, including eligibility requirements
 - Charging station purchase and installation rebates and tax credits
 - Utility programs and incentives
 - Other state and federal programs

If selected, the Applicant awarded under Scope 5 should direct consumers to appropriate external experts, such as the IRS and tax experts, when needed.

Applicants applying under Scope 5 should specify their proposed parameters for this service including the frequency and schedule for EV expert(s) to be available, the channels through which they will be

⁹ See here for list of municipalities in MLP territories: [Massachusetts municipally-owned electric companies | Mass.gov](#)

available (i.e. phone, email, chat function, etc.), the range of EV expertise provided, and language accessibility options. If awarded, the Awardee under Scope 5 will be expected to coordinate with the Awardee under Scope 1 to incorporate this service.

MassCEC is also interested in potential interactions between this scope and the Mass Save Home Energy Audit program or similar structures and welcomes proposals that include synergistic opportunities to educate consumers.

MassCEC is evaluating the market for this service and reserves the right to decide not to select an Applicant under this Scope.

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. "Electric Vehicle Webpage RFP Proposal" must appear in the e-mail subject line.

Submission packages must include the following:

1. Cover Page;
2. Applicant's Signature and Acceptance Form (Attachment A);
3. Proposal (see outline of Proposal Requirements below); and
4. Team Member Resumes (as an appendix).

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.

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 related past work, particularly

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related to EV and EVSE educational and marketing campaigns, website design, consumer awareness projects, stakeholder outreach, tracking state and federal policies and incentives, communicating complex technologies, policies, and incentive programs to a diverse audience, and the current status of those projects.

- Describe the team's ability to work with key stakeholders, such as the Web Developer and third-party website/resource owners.
- 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, including a demonstrated understanding of the diverse barriers to and concerns of Under-represented Buyers. This may include, for example, a statement on the diversity of the team or examples of previous relevant equity-focused work.
- If applicable, list MassCEC and other state or federal contracts awarded to the Applicant and/or any subcontractors in the past five years.

Workplan Narrative (up to five (5) pages per Scope): The Workplan describes work activities, deliverables and timeline associated with completing the Scope(s) provided in Section VI – up to five (5) pages are allowed for each Scope that the Applicant is applying for. 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. If applying for multiple Scopes, the Workplan Narrative should identify the team member primarily responsible for each Scope and address the approach to collaboration between Scopes.

Provide a project plan for working collaboratively with relevant stakeholders (e.g., MassCEC and Web Developer, subcontractors, third-party website owners, residential consumers/commercial entities/light-duty vehicle dealers, Under-represented Buyers) and enlisting other sources of information, tools, and resources. Identify which components of the Workplan may require coordination with MassCEC and Awardees under separate Scopes. Applicants should identify any Applicant-owned and/or created pre-existing collateral, websites, programs, or products that they plan to incorporate into a Webpage.

Project Schedule (up to one (1) page per Scope): All responses must include an estimated project schedule which lays out all project milestones and deliverables and length or 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). Applicants should consider that multiple Scopes will occur concurrently and may require coordination.

Budget and Rate Sheet (up to two (2) pages per Scope): Responses must include a detailed budget, including information on rates of 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. If applying for more than one Scope, the Applicant should provide distinct budgets for each Scope.

When justifying Scope and Task budgets, Applicants should clearly identify the metric used to determine cost. Using *Scope 1-4, Task 3 – Ongoing Webpage Maintenance* as an example, Applicants should specify

whether the proposed cost is per edit, per month, or based on the complexity and content of the edit. Similarly, Applicants applying under *Scope 5 – Customer Support* should specify whether the proposed cost is per customer, per month, or based on the complexity of the questions, etc. Applicants should submit a detailed budget for *Task 2E – Translation* outlining the cost for the initial translation and incremental costs for continued translation of Webpage updates.

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.

Writing Sample (up to one (1) page): Please include a sample of previous writing for a web-based platform. Writing samples can be on any topic and should demonstrate the Applicant’s ability to clearly communicate complex topics to a wide audience in an engaging and accessible manner.

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-reference requirement.

VIII. SELECTION CRITERIA

MassCEC is seeking the most comprehensive proposal from qualified entities to fulfil 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 web development and/or the EV industry, including one 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 Buyers. 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 on the following criteria:

Criterion	Definition
Range of Services to be Provided	<ol style="list-style-type: none"> 1. Does the Applicant plan to provide services commensurate with the services requested by MassCEC? 2. Does the Applicant demonstrate an understanding of the concepts and motivators underlying the Program? 3. Has the Applicant clearly outlined a proposed approach for working with MassCEC?

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	<ol style="list-style-type: none"> 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?
<p>Qualifications</p>	<ol style="list-style-type: none"> What is the quality of the Applicant’s performance on similar past consulting assignments or their achievements related to proposed work? How were their efforts evaluated? What is the Applicant’s experience with consumer-facing communication and interaction, website design, marketing campaigns, electric vehicles, charging station equipment and installation, and state and federal EV incentive opportunities, all in a Massachusetts-specific context? Do all individuals proposed as key team members have relevant webpage design and/or subject matter expertise? Does the Applicant demonstrate the ability or qualifications to communicate complex technologies and incentive programs to a wide and diverse audience? Does the Applicant demonstrate experience working with and/or understanding the needs of Under-Represented Buyers, in line with RFP equity-goals? What is the Applicant’s plan for acquiring content knowledge that it may not have in-house? Has the Applicant demonstrated successful performance under previous MassCEC, state, or federal contracts? Has the Applicant provided strong references and recommendations? Does the Applicant demonstrate strong communication and interpersonal skills which would enable the Applicant to communicate Program goals, deadlines and expectations with the MassCEC team?
<p>Project Workplan</p>	<ol style="list-style-type: none"> Does the proposed Workplan meet the objectives of the Scope(s) outlined in Section VI? Will the proposed Workplan fulfil the goals of the Scope(s)? Is the proposed Workplan clear and specific regarding how Tasks will be carried out and by whom? Are any changes to the Scope(s) adequately justified in the Workplan? Is the proposed Schedule both reasonable and realistic?
<p>Overall Quality of Proposal</p>	<ol style="list-style-type: none"> Has the Applicant presented their qualifications clearly, completely and in adherence to the proposal format? Has the Applicant demonstrated sufficient time resources and flexibility to participate in the Program?
<p>Value Demonstration</p>	<ol style="list-style-type: none"> Is the proposal cost-competitive and within the budget requirements? Are the services reflected in the Applicant’s quote commensurate with the proposed budget? Does the range of services proposed align with the requirements of this RFP? Did the Applicant submit a proposal for more than one Scope? Comparison of range of services provided and number of Scopes covered in application. Comparison of budget to other Applicants’ proposals.

XI. BUDGET

Scope budgets will not be specified and will instead be left to the Applicant to propose. Applicants should propose clearly elaborated and justified budgets associated with each Scope that they are applying for and the corresponding Tasks within the Scopes. Budget evaluation will be a factor in the selection criteria. See Section VII for more detailed budget requirements.

Please note that Awardee(s) will be paid on a milestone basis based on a deliverable schedule.

X. CONTACT INFORMATION FOR QUESTIONS

Please submit all questions in writing to CleanTransportation@MassCEC.com no later than 4:00 p.m. EDT, Friday, June 16, 2023. "Electric Vehicle Webpage RFP Questions" must appear in the subject line. Responses to questions will be posted on the [RFP page](#) by Friday, June 23, 2023.

XI. GENERAL REQUEST FOR PROPOSALS CONDITIONS

NOTICE OF PUBLIC DISCLOSURE

As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Applicants shall not send MassCEC any confidential or sensitive information in response to this RFP.

DISCLAIMER & WAIVER AUTHORITY

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all applications received, waive minor irregularities in submittal requirements, modify the anticipated timeline, request modification of the application, negotiate with all qualified Applicants, cancel or modify the RFP in part or in its entirety, or change the application guidelines, when it is in MassCEC's best interests.

This RFP has been distributed electronically using MassCEC's website. It is the responsibility of Applicants to check the website for any addenda or modifications to an RFP to which they intend to respond. MassCEC accepts no liability and will provide no accommodation to Applicants who submit an application based on an out-of-date RFP document.

CONTRACT REQUIREMENTS

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the awarded applicant(s) will execute a contract which will set forth the respective roles and responsibilities of the parties.

ATTACHMENT 1: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

Electric Vehicle Webpages (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 2: SAMPLE AGREEMENT

AGREEMENT FOR SERVICES

This **AGREEMENT FOR SERVICES** (the “Agreement”), effective as of [Date – M/D/YYYY], the (“Effective Date”), is by and between the **Massachusetts Clean Energy Technology Center** (“MassCEC”), an independent public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”) with a principal office and place of business at 63 Franklin Street, 3rd Floor, Boston, Massachusetts, 02110, and [fill in COMPANY NAME AND PRINCIPAL PLACE OF BUSINESS] (“Contractor”) (each a “Party” and together the “Parties”).

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

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

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

NOW, THEREFORE, in consideration of the recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, MassCEC, and Contractor agree as follows:

1. **Scope of Services:** Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 1 attached hereto (the “Services”), which exhibit is incorporated by reference. This Agreement shall apply to all Services provided from time to time by Contractor to MassCEC during the Term, as defined below. Contractor shall perform the Services in accordance with schedule in Exhibit 1 (the “Schedule”).
2. **Deliverables:** Contractor shall provide all deliverables described in Exhibit 1 (the “Deliverables”).
3. **Payment:**
 - a. [FIXED FEE: MassCEC shall pay Contractor an aggregate amount of up to \$[fill in AMOUNT] (the “Fee Amount”) to perform the Services. The Fee Amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement.] [HOURLY FEE: MassCEC shall pay Contractor at the hourly rate of \$[fill in AMOUNT] per [fill in AMOUNT OF TIME] to perform the Services. Such payments shall not exceed \$[fill in AMOUNT] in total (the “Fee Amount”). The Fee Amount shall be the sole and complete compensation for Services performed by Contractor under this Agreement.]
 - b. Contractor shall submit to MassCEC reasonably detailed invoices [each quarter/each month] describing the Services rendered during the invoice period, and such invoices shall

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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

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Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform any and all of the Services.

- c. Contractor and its Project Personnel are familiar with, and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders, or requirements of the Commonwealth and other governmental authorities applicable to or implicated by the subject matter of this Agreement.
- d. Contractor and its employees are independent contractors of MassCEC, and not employees, partners, or joint-venturers of MassCEC. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature and imposed by any authority, including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to worker's compensation, codified at M.G.L. c. 152.
- e. Contractor certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the term of this Agreement. CONTRACTOR ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Contractor will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Contractor's responsibility and shall not relieve Contractor of any responsibility to MassCEC.
- f. Contractor agrees to comply with all applicable federal and state and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.
- g. Contractor represents and warrants that all of Contractor's Project Personnel are eligible to work in the United States at the time of execution of this Agreement and that Contractor shall comply with its continuing obligation to ensure such status for the Term.
- h. Contractor agrees and acknowledges that MassCEC is relying upon Contractor to provide the Services in a competent, complete, and professional manner, and, accordingly, Contractor

performance under this Agreement shall be conducted with due diligence and in accordance with the highest industry standards of professionalism and competence.

- i. Contractor is registered and in good standing with the Secretary of State's Office of the Commonwealth of Massachusetts.

7. Project Managers:

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

For Contractor:

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

For MassCEC:

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

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

9. Termination:

- a. This Agreement may be terminated by either MassCEC or Contractor at any time for a material breach of any term of the Agreement.
- b. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate MassCEC action inconsistent with performing its obligations under this Agreement.
- c. MassCEC may terminate this Agreement at any time, in the exercise of its sole discretion. In the event of such termination, compensation shall be paid by MassCEC to Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and

necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.

- d. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 8, 9, 10, 12, 13, 14, 15, 17, 18, 20, 21, and 23 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.
10. **Assignment and Subcontracting:** MassCEC may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of MassCEC's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of MassCEC, nor shall Contractor subcontract any services to anyone without the prior written consent of MassCEC.
11. **Conflicts of Interest:** Contractor acknowledges the application of the Commonwealth's Conflict of Interest Law, codified at M.G.L. c. 268A to the subject matter of this Agreement and that Contractor's Project Personnel, and Contractor's subcontractor's personnel, if any, may be considered "special state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Commonwealth's Conflict of Interest Law.
12. **Audit:** Contractor shall maintain books, records, and other compilations of data pertaining to its activities pursuant to this Agreement to the extent and in such detail as to properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not expressly permitted under this Agreement, Contractor shall refund to MassCEC the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.
13. **Indemnification:**
 - a. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from

and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Contractor, its officers, directors employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Contractor, its officers, directors, employees, agents, subcontractors, or assigns. Without limiting the foregoing, Contractor shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed due to the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees, subcontractors, or assigns.

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

14. Confidentiality:

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

of which is required by law or court order, provided the Contractor gives to MassCEC prompt, prior written notice of any such disclosure.

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

Agreement, within ten (10) days, return all materials and Confidential Information, held by Contractor as data stored on computers, floppy disks, CD-ROMs, or other electronic media.

- d. Contractor shall collaborate directly with MassCEC to prepare any public statement, media strategy, webpage update, or announcement relating to or bearing on the work performed or data collected under this Agreement, or to prepare any press release or for any news conference in which MassCEC is concerned or discussed. The aforementioned includes, but is not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relates to this Agreement or MassCEC.
- e. Notwithstanding the foregoing, Contractor is hereby notified that in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. Sec. 1833(b)), as amended, Contractor will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

15. **Public Records and 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. **Tax Forms:** MassCEC will record payments to Contractor on, and provide to Contractor, a United States Internal Revenue Service ("IRS") Form 1099, and MassCEC will not withhold any state or federal employment taxes on Contractor's behalf. Contractor shall be responsible for paying all such taxes in a timely manner and as prescribed by law. Contractor shall provide MassCEC with a properly completed IRS Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding payment until such W-9 is received. The W-9 must be emailed to finance@masscec.com. For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to finance@masscec.com.

17. **Choice of Law:**

- a. This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding, or arbitration hereunder.
- b. This Section shall not be construed to limit any other legal rights of the Parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing, and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests pending completion of the arbitration proceedings.

18. **Independent Status:** Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent between MassCEC and Contractor, its employees, agents, or officers.

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

and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:

- a. Exhibit 1: Scope of Services

[Rest of Page Intentionally Blank]

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

Massachusetts Clean Energy Technology Center

[Contractor Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID No.: _____

Exhibit 1

SCOPE OF SERVICES: Project Plan, Deliverables, and Schedule

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

EXAMPLE TABLE

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