Request for Proposals: Integrated Marketing Services

Date of Issue: July 25, 2023
Proposals Due: September 6, 2023

All proposals must be submitted to:
marketing@masscec.com
I. SUMMARY

The Massachusetts Clean Energy Center ("MassCEC") is seeking an integrated marketing firm or multiple firms to work as an extension of our marketing team to create visually impactful marketing assets for all channels and manage our Drupal 9 website.

MassCEC has a wide audience of Massachusetts residents, government stakeholders, businesses, startups, students, job seekers, academics, incubators, accelerators, investors, building owners, trade professionals, architects, construction professionals, and equipment installers. We have an international audience of offshore wind developers and industry professionals.

MassCEC markets mainly through our website, MassCEC.com, which has about 15,000 users per month and nearly 60,000 page views equating to approximately 22,000 sessions per month. We have a presence on 5 social media channels: Twitter, LinkedIn, Facebook, Instagram, and YouTube, in order of highest to lowest reach and engagement. We have an email list of nearly 70,000 subscribers who opt to receive emails from us on any combination of 11 general topics or dozens of specific programs.

Our staff attend about 20 conferences or job fairs per year where we present about the results of our programs, provide subject matter expertise, or staff an expo table. We use printed marketing collateral, branded booth signage, and occasionally have branded merchandise available.

Our organization hosts approximately 7 Board Meetings per year and approximately 16 Board subcommittee meeting where we request funding for new and existing programs, summarize results of current and past initiatives, and report on the health of the clean energy sector in MA. These meetings are supported by clear and visually effective slide decks that tell the story of our work through charts, infographics, and images.

The activities and channels described above are all areas where an integrated marketing firm will provide critical support to MassCEC’s Communications team.

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. PROJECT GOALS AND DESCRIPTION

MassCEC’s marketing objective is to increase awareness of our brand, promote MassCEC as the place to go for all things cleantech in Massachusetts, and promote Massachusetts as a national leader in cleantech.

We market to Massachusetts residents, government stakeholders, businesses, startups, students, job seekers, academics, incubators, accelerators, investors, building owners, tradespeople, architects, construction professionals, and equipment installers. We also tell the story of the nascent, though rapidly expanding offshore wind industry in the U.S. through our work at the Wind Technology Testing Center in Charlestown, MA, and MassCEC’s New Bedford Marine Commerce Terminal in New Bedford, MA. MassCEC owns and manages both of these facilities.

MassCEC must communicate with audiences in a clear, visually impactful manner that inspires excitement about the clean energy sector, builds trust, and projects credibility. We also strive to share the outcome of our past programs and how they have informed subsequent program design, lowered greenhouse gas emissions, and/or shaped policy in the state.

IV. ELIGIBILITY

This RFP is divided into three (3) scopes. Firms can apply for one, two, or three scopes. Preference will be given to firms that can successfully cover multiple scopes.

Integrated Marketing Agencies are strongly encouraged to apply. Firms that specialize in marketing, advertising, web design and hosting, copy editing, or database management are encouraged to apply independently or in partnership with another firm(s) that provide services in one of the other scopes. Additional consideration will be given to firms that can come to our office in Downtown Crossing, Boston for meetings up to four (4) times per year. MassCEC doesn’t reimburse travel, lodging, or meal expenses. MassCEC estimates that the initial term of all scopes of this contract will be three years from inception, with the option to extend it if agreed upon by both parties.
V. TIMELINE

- RFP Released: July 25, 2023
- RFP Questions due to marketing@masscec.com: August 8, 2023
- RFP Questions answered on MassCEC website: August 15, 2023
- RFP Responses due: Sept. 6, 2023
- Candidate interviews week of: Sept. 18, 2023
- RFP awardee announced date: Oct. 2, 2023

VI. SCOPE OF WORK

The firm(s) hired will function as an extension of our marketing team. Projects include but are not limited to:

**Scope 1: Graphic Design and Marketing Assets**

- Creating polished, engaging slide presentations for government, business, and consumer audiences within 24 hours of request
- Creating images and graphs that explain the clean energy sector and associated business concepts for use on the web, in presentation decks, and on social media
- Creating dynamic or gif-based data visualizations for website and social media
- Writing blogs, customer stories, website copy, articles, and social media posts
- Designing icons to represent cleantech products and concepts
- Creating ads for events that we are sponsoring
- Selecting stock photography that supports our marketing message and accurately showcases clean energy technologies that we fund and support
- Taking photographs and video of our awardees, facilities, clean energy work, and clean energy technologies
- Producing multiple videos up to three (3) minutes long on topics such as MassCEC’s focus areas, our support for technology development and innovation, our investing approach, our workforce initiatives, and the buildout of offshore wind installations off the coast of Massachusetts
- Creating branded banners for use at in-person events and conferences
- Refreshing one-page summaries of programs
- Starting in 2024, providing creative concepts and wireframes for digital and print versions of our annual Clean Energy Industry Report, including standalone, shareable-to-social graphics or data visualizations

**Scope 2: Website (MassCEC.com)**

- Providing maintenance and prompt content management system (CMS) updates
- Managing the hosting for MassCEC.com, which is built on Drupal 9
Collaborating with other vendors to incorporate approximately ten (10) web pages of Electric Vehicle web content into the website
• Creating new web page templates as needed
• Laying out content and images on web pages as needed
• Unifying our website’s design with icons, color, font, and page layout
• Conducting user experience testing on MassCEC.com
• Suggesting user experience improvements
• Ensuring compliance with modern security practices
• Ensuring compliance with federal, state, and local accessibility regulations
• Optimizing our site’s ability to be found in searches

Scope 3: Workforce Portal and Logged-In Experience (Internship Portal, Jobs Board, and Resume Board on MassCEC.com)

• Managing a complex relational database built in Drupal 9 which enables the matching of prospective interns with prospective employers for three (3) periods per calendar year, creating approximately 610 internship experiences annually that MassCEC partially funds through our award-winning Internship Program
• Managing the logged in experience of at least eight (8) personas, which equate to over 3,800 users total:
  o Employer Account Owners
  o Employer Account Users
  o College Students
  o High School Co-Op Coordinators
  o Targeted Internship Program Coordinators
  o Community College Student Advisors
  o Job Seekers
  o MassCEC Admins
• Supporting approval workflows and accompanying auto-generated emails for the personas mentioned above that log into the portal and interact with each other
• Supporting custom reporting on internships to quantify participation of interns and employers based on a variety of equity metrics (i.e., Gateway Cities, EJ Communities, Low Income populations)
• Managing the Jobs Board and Resume Board, which complement our Internship Program and enable employers with open positions and job seekers to find each other
• Creating webforms that support the employer reimbursement process

VII. HOW TO APPLY

Please email a zip file or provide a link to an online file sharing platform to marketing@masscec.com with the following contents:
For all scopes, please provide:

- Executive summary which will highlight firm’s pertinent experience, personnel and pricing
- Describe in detail the firm’s proposal to address the requirements outlined in the scope(s) the firm is applying for
- Provide history of firm and experience working with organizations similar to MassCEC
- Demonstrate a clear plan for communication between MassCEC and firm for all aspects of the relationship. Firms not located in general proximity to MassCEC must explain how geographic distance will be addressed and capability of staff to be on-site as needed.

- Contact information for three (3) references that have been your environment/sustainability, non-profit, or government sector clients in the last 2 years
- List of your office location(s) in the U.S.
- Profiles of staff who would work directly with our team, their roles, and expected lines of communication between these individuals and MassCEC. Include or link to biographies/resumes of assigned personnel.
- Profiles of subcontractors who would work to fulfill the terms of this contract, by name and location. Include or link to biographies/resumes of assigned personnel. Selected firm(s) must affirm their understanding that they will be accountable for the work of all subcontractors.

- Describe the fee structure and how MassCEC will be charged. Pricing may be broken down by activity.

- Hourly rates for all professionals that would work on the MassCEC account
- Your proposed response time for acknowledging and completing our requests
- A completed and signed Authorized Applicant’s Signature and Acceptance Form (Attachment 1)

**Scope 1: Graphic Design and Marketing Collateral**

If applying for Scope 1, please also provide:

- Three (3) examples of marketing PDFs (1-2 pagers)
- 3 examples of customer stories you’ve written
- Two (2) examples of interesting charts, graphs, or infographics you’ve created
• Three (3) examples of dynamic digital assets, such as data visualizations or gifs for either website or social media
• Two (2) examples of logos or brand symbols that you’ve developed
• Two (2) examples of websites you’ve designed or where your design work has been used
• Two (2) examples of video content you’ve produced
• Two (2) examples of corporate presentations or PowerPoint templates you’ve created for clients

**Scope 2: Website (MassCEC.com)**
If applying for Scope 2, please also:

• Provide brief explanations of and links to at least three examples of the firm’s website design work.

• Website Support
  o Provide examples of firm’s website support services, including design, development, and analysis using Google Analytics.
  o Provide examples of firm’s typical arrangements for providing website support services, specifically financial (rate/fixed cost), time (hourly/fixed duration) and availability arrangements. If multiple service plans are available clearly state which level is being proposed and provide complete details of the service plan.
  o Provide narrative for typical website support submission (bugfix), from notification to completion. List specific methods of communication (phone, e-mail, web, etc.) and the hours of operation/response time for each.
  o Provide narrative for typical addition of new website functionality, from concept to completion.
  o Document any experience working with exported data, providing ad-hoc analysis on data and converting data to other formats.

• Hosting Support
  o Document firm’s ability to manage hosted services.
  o Provide examples of relevant experience with Amazon Web Services
  o Document historical availability (uptime) of similar websites with hosting managed by firm.
Detail monitoring solution(s) used by firm to monitor site availability, including the notification process to MassCEC when sites are not available.

Provide examples of firm’s typical arrangements to provide/manage hosting services, specifically financial, support and uptime arrangements. Include specific methods of communication (phone, e-mail, web, etc.) and the hours of operation/response time for each. If multiple service plans are available clearly state which level is being proposed and provide complete details of the service plan.

Provide any typical uptime guarantees offered by the firm including compensation for downtime.

Identify escalation procedures for downtime events, including events occurring during non-business hours.

If alternative hosting is part of the firm’s proposal, clearly identify cost as well as description of the hosting platform, uptime, server location(s), data backup and integrity plan.

**Strategic Advisement**

Outline firm’s experience providing strategic advisement on use of client’s website to reinforce brand message, be most valuable marketing asset, be found in relevant searches, and be viewed as a valuable source of objective information.

Document specific example(s) of firm supplying web technology strategy consulting to customers and the outcome of this consulting.

Document approach to training client staff on content management

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**Scope 3: Workforce Portal and Logged-In Experience (Internship Portal, Jobs Board, and Resume Board) on MassCEC.com**

If applying for Scope 3, please also:

- Provide brief explanations of and links to at least three examples of the firm’s database design/management work.

- Provide examples of firm’s typical arrangements for providing database support services, specifically financial (rate/fixed cost), time (hourly/fixed duration) and availability arrangements. If multiple service plans are available clearly state which level is being proposed and provide complete details of the service plan.
• Provide narrative for typical database support submission (bugfix), from notification to completion. List specific methods of communication (phone, e-mail, web, etc.) and the hours of operation/response time for each.
• Provide narrative for typical addition of new database functionality, from concept to completion.
• Document any experience adding large datasets, such as census tract data, to databases and using them for segmenting.
• Provide examples of your attention to an Admin’s user experience in running reports on the database

MassCEC will download the materials you submit in your application and retain them for our records.

VIII. SELECTION CRITERIA

For each scope, applications will be judged on:

Scope 1: Graphic Design and Marketing Collateral

• Visual appeal and verbal simplicity of sample design work that you submit
  o Three (3) examples of marketing PDFs (1-2 pagers)
  o Three (3) examples of customer stories you’ve written
  o Two (2) examples of interesting charts, graphs, or infographics you’ve created
  o Three (3) examples of dynamic digital assets, such as data visualizations or gifs for either website or social media
  o Two (2) examples of logos or brand symbols that you’ve developed
  o Two (2) examples of websites you’ve designed or where your design work has been used
  o Two (2) examples of video content you’ve produced
  o Two (2) examples of corporate presentations or PowerPoint templates you’ve created for clients
• References from three (3) past/current clients that are non-profit, government or environment/sustainability sector clients, specifically concerning your responsiveness to requests, creative input, project management, and teamwork
• Your ability to be responsive to slide design requests within 24 hours of us contacting you by email or phone. This will be judged by your own description of the turnaround time you can commit to and how your references describe your responsiveness to their requests.
• Your ability to complete simple requests like first draft of icon design and brand symbol ideation within 48 hours of acknowledging the request from us. This will be judged by your own description of the turnaround time you can commit to and how your references describe your responsiveness to their requests.
Your ability to deliver, in timely fashion, assets in .png, .jpg, or similar and then ultimately to provide access to raw assets (.idd, .psd, .ai, or similar).

Demonstrated expertise in creating visually beautiful and verbally simple marketing material about the cleantech sector, products that are physically tangible, and/or environmental, science and engineering topics. Experience in marketing/advertising cleantech products is a plus but not required.

Your passion for inspiring action on climate challenges

Availability for up to four (4) in-person meetings per year at MassCEC’s office in Downtown Crossing, Boston, MA

Scope 2: Website (MassCEC.com)

- Visual appeal, brand consistency, and clarity of content in at least three examples of the firm’s website design work.

- References from three (3) past/current clients that are non-profit, government or environment/sustainability sector clients, specifically concerning your responsiveness to requests, creative input, project management, and teamwork

- Examples of creating engaging web content from whitepapers or reports

- Ability to respond to report of website offline w/in 2 hours

- Ability to troubleshoot non-critical website bugs w/in three (3) business days

Scope 3: Workforce Portal and Logged-In Experience (Internship Portal, Jobs Board, and Resume Board) on MassCEC.com

- Logic and clarity of examples of firm’s database design work

- References from 3 past/current clients that are non-profit, government or environment/sustainability sector clients for whom you maintain online databases, specifically concerning your responsiveness to requests, problem solving, project management, and teamwork

- Firm’s proven ability to design, manage and update complex databases

- Firm’s proven ability to manage logged-in personas with different database views and permissions

- Firm’s proven ability to create user-friendly custom reports from data inside database and also by joining with larger data sets

- Firm’s proven ability to create excellent user experience for reporting

IX. BUDGET
The budget will depend on the design work needed during the contract period. Please note that MassCEC will not reimburse for direct costs like expenses and travel. Your hourly rate should incorporate any anticipated direct costs.

X. CONTACT INFORMATION FOR QUESTIONS

Susan Mlodozeniec, Marketing Director, marketing@masscec.com

XI. GENERAL REQUEST FOR PROPOSALS CONDITIONS

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

DISCLAIMER & WAIVER AUTHORITY

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all applications received, waive minor irregularities in submittal requirements, modify the anticipated timeline, request modification of the application, negotiate with all qualified Applicants, cancel or modify the RFP in part or in its entirety, or change the application guidelines, when it is in 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 a 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. A template services contract is attached in Attachment 2 of this RFP.
Integrated Marketing Services Request for Proposals (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 energy storage demonstration project described in the RFP.

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

Applicant: ______________________________________

(Printed Name of Applicant)

By: ________________________________________________

(Signature of Applicant or Authorized Representative)

Title: ______________________________________________

Date: _______________________________________________
AGREEMENT FOR SERVICES

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

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

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

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

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

1. Scope of Services: Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 1 attached hereto (the “Services”), which exhibit is incorporated by reference. This Agreement shall apply to all Services provided from time to time by Contractor to MassCEC during the Term, as defined below. Contractor shall perform the Services in accordance with schedule in Exhibit 1 (the “Schedule”).

2. Deliverables: Contractor shall provide all deliverables described in Exhibit 1 (the “Deliverables”).

3. Payment:

   a. [FIXED FEE: MassCEC shall pay Contractor an aggregate amount of up to $[fill in AMOUNT] (the “Fee Amount”) to perform the Services. The Fee Amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement.] [HOURLY FEE: MassCEC shall pay Contractor at the hourly rate of $[fill in AMOUNT] per [fill in AMOUNT OF TIME] to perform the Services. Such payments shall not exceed $[fill in AMOUNT] in total (the “Fee Amount”). The Fee Amount shall be the sole and complete compensation for Services performed by Contractor under this Agreement.]

   b. Contractor shall submit to MassCEC reasonably detailed invoices [each quarter/each month] describing the Services rendered during the invoice period, and such invoices shall become payable within forty-five (45) days of receipt by MassCEC. Invoices shall provide reasonable documentation of evidence of costs incurred including, but not limited to:

      i. [IF APPLICABLE] Staff Charges: staff charges for each employee, the employee’s name, title, number of hours worked, and hourly rate; and
ii.  **[IF APPLICABLE]** Direct Materials/Other Direct Costs: all direct materials and other direct costs, itemized.

Contractor shall promptly provide MassCEC with any additional documentation or information upon MassCEC’s reasonable request.

4. **Term:** This Agreement shall take effect as of the Effective Date, and shall remain in effect for [fill in NUMBER OF DAYS/YEARS or until DATE – NOTE: Include sufficient time for invoicing/payment] (the “Term”), unless terminated in accordance with Section 9 herein.

5. **Access and Use:** Contractor agrees to provide all contributions made in the scope of the Services as a work made for hire for MassCEC, which shall own all rights, including without limitation copyrights and patents, in materials Contractor prepares and delivers to MassCEC or its customers or clients or others on its behalf, and which shall have the right to use them in any way without additional payment to Contractor. In the event that Contractor’s contributions are for any reason deemed not to have been a work made for hire, Contractor hereby assigns to MassCEC any and all right, title, and interest that the Contractor has, including any copyright or patent, in the work created or performed in the scope of the Services. Contractor, both during the Term and subsequently, shall cooperate with MassCEC to perfect, enforce, defend, and prosecute all such rights.

Contractor represents and warrants that Contractor’s contribution will not infringe on any copyright, right of privacy, or personal or proprietary rights of others. If Contractor delivers or uses materials subject to the rights of any third parties (e.g., requiring permission from a copyright owner), Contractor will provide all information required of the person or entity to use such materials without infringing on any copyright, right of privacy, or other personal proprietary right of such third party. If Contractor provides to MassCEC or uses in the performance of the Services any material to which Contractor claims copyright, patent, or other interests or rights for itself, such use or delivery shall be deemed to be an assignment of such material, interests, and rights to MassCEC, unless a contrary agreement is reached in writing, between the Parties, prior to such delivery or use.

6. **Contractor’s Representations, Warranties, and Certifications:** As of the Effective Date of this Agreement, Contractor hereby represents, warrants, and certifies under the pains and penalties of perjury as follows:

   a. Contractor is duly authorized to enter into this Agreement.

   b. Contractor and all personnel to be employed or engaged by Contractor under this Agreement ("Project Personnel") are fully capable and qualified to perform the Services and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform any and all of the Services.

   c. Contractor and its Project Personnel are familiar with, and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations,
ordinances, orders, or requirements of the Commonwealth and other governmental authorities applicable to or implicated by the subject matter of this Agreement.

d. Contractor and its employees are independent contractors of MassCEC, and not employees, partners, or joint-venturers of MassCEC. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature and imposed by any authority, including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to worker’s compensation, codified at M.G.L. c. 152.

e. Contractor certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the term of this Agreement. CONTRACTOR ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC’s request, Contractor will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Contractor’s responsibility and shall not relieve Contractor of any responsibility to MassCEC.

f. Contractor agrees to comply with all applicable federal and state and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.

g. Contractor represents and warrants that all of Contractor’s Project Personnel are eligible to work in the United States at the time of execution of this Agreement and that Contractor shall comply with its continuing obligation to ensure such status for the Term.

h. Contractor agrees and acknowledges that MassCEC is relying upon Contractor to provide the Services in a competent, complete, and professional manner, and, accordingly, Contractor performance under this Agreement shall be conducted with due diligence and in accordance with the highest industry standards of professionalism and competence.

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

7. Project Managers:
a. MassCEC and Contractor have designated the following persons to serve as Project Managers to support effective communication between MassCEC and Contractor and to report on the Project’s progress (the “Project Managers”).

For Contractor:

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

For MassCEC:

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

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

8. **Notice:** Any notice hereunder shall be in writing and shall be sent either by (i) email or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager(s) listed in Section 7(a) at the address indicated in the preamble of this Agreement (or to such other address as a Party may provide by notice to the Party pursuant to this Section), and shall be effective (x) at dispatch, if sent by email or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, (z) if sent by first class mail, five (5) days after its date of posting.

9. **Termination:**

   a. This Agreement may be terminated by either MassCEC or Contractor at any time for a material breach of any term of the Agreement.

   b. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate MassCEC action inconsistent with performing its obligations under this Agreement.

   c. In the event of such termination, compensation shall be paid by MassCEC to Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.

   d. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 8, 9, 10, 12, 13, 14, 15, 17, 18, 20, 21, and 23 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

10. **Assignment and Subcontracting:** MassCEC may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of MassCEC's business, and all
covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor’s rights or obligations under this Agreement, including by operation of law, without the prior written consent of MassCEC, nor shall Contractor subcontract any services to anyone without the prior written consent of MassCEC.

11. **Conflicts of Interest:** Contractor acknowledges the application of the Commonwealth’s Conflict of Interest Law, codified at M.G.L. c. 268A to the subject matter of this Agreement and that Contractor’s Project Personnel, and Contractor’s subcontractor’s personnel, if any, may be considered "special state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Commonwealth’s Conflict of Interest Law.

12. **Audit:** Contractor shall maintain books, records, and other compilations of data pertaining to its activities pursuant to this Agreement to the extent and in such detail as to properly substantiate claims for payment and Contractor’s performance of its duties under the Agreement. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the “Retention Period”). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not expressly permitted under this Agreement, Contractor shall refund to MassCEC the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.

13. **Indemnification:**

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

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

14. Confidentiality:

a. Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the Services in accordance with reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c. 66A implicated by the subject matter of this Agreement.

b. In connection with the performance of the Contractor’s Services, Contractor will be exposed to and have access to MassCEC’s confidential and proprietary information and information that MassCEC’s employees, applicants, consultants, affiliates, licensors, customers, vendors, and others have entrusted to MassCEC that may include, but is not limited to, trade secrets, know-how, or other intellectual property, financial, and commercial information, marketing and servicing information, costs, business affairs, future plans, employee compensation, employee personnel information, programs, databases, operations, and procedures (collectively, “Confidential Information”) to which Contractor did not have access prior to performing Services of MassCEC, and which Confidential Information is of great value to MassCEC. Contractor, at all times, both during and after any termination of this Agreement by either party, shall not in any manner, directly or indirectly, use any Confidential Information for Contractor’s own benefit, or divulge, disclose, or communicate in any manner, or otherwise make available such Confidential Information, unless expressly authorized to do so in writing by an officer of MassCEC. Confidential Information shall not include (i) information which was in the public domain at the time of disclosure to Contractor; (ii) information which is or becomes generally known or available to the public through no act or failure to act on the part of Contractor; or (iii) information the disclosure of which is required by law or court order, provided the Contractor gives to MassCEC prompt, prior written notice of any such disclosure.

c. Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees, and subcontractors to comply with, the provisions of this Section. Contractor agrees, for itself and for its agents, officers, directors, employees, and subcontractors, as follows:
i. Not at any time, whether during or after the termination of this Agreement, to
divulge, disclose, or reveal to any person any Confidential Information, whether or not
such information is produced by Contractor's own efforts, except (A) as specifically
required in connection with the fulfillment of Contractor's obligations hereunder, or
(B) as otherwise directed by MassCEC in connection with a disclosure request under
M.G.L. c. 66 (the "Public Records Law"), a request for discovery, subpoena, court, or
administrative order or other compulsory legal process, disclosure requirement or
request relating to such Confidential Information;

ii. Not at any time, whether during or after the termination of this Agreement, use any
Confidential Information for Contractor's direct or indirect financial or other benefit or
for the benefit of any Person related to or affiliated with Contractor or with whom
Contractor is now or hereafter associated, other than MassCEC, nor will Contractor
use or attempt to use any Confidential Information in any manner which could
reasonably be expected to injure or cause loss, whether directly or indirectly, to
MassCEC or any applicable third party;

iii. In the event that Contractor (or any of its agents, officers, directors, employees, or
subcontractors) is questioned about Confidential Information by anyone who has not
demonstrated to Contractor that it is authorized to receive or have access to such
Confidential Information, or is asked to provide Confidential Information to any such
Person, Contractor agrees to promptly notify MassCEC and respond to the inquirer in
accordance with MassCEC's instructions; and

iv. Not at any time, whether during or after the termination of this Agreement,
reproduce any materials containing Confidential Information except to the extent
necessary to perform Contractor's obligations under this Agreement, nor make or use
(or permit any of its agents, officers, directors, employees, or subcontractors to use)
any materials other than in connection with the performance of Contractors' 
obligations under this Agreement and for the benefit of MassCEC, it being understood
and agreed that all materials are, shall be and shall remain the sole and exclusive
property of MassCEC, and immediately upon the termination of the Agreement for
any reason, Contractor shall deliver all copies of MassCEC's confidential materials and
all other property of MassCEC in its direct or indirect possession or control to
MassCEC, at its main office. In addition, Contractor shall, upon termination of the
Agreement, within ten (10) days, return all materials and Confidential Information,
held by Contractor as data stored on computers, floppy disks, CD-ROMs, or other
electronic media.

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

e. Notwithstanding the foregoing, Contractor is hereby notified that in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. Sec. 1833(b)), as amended, Contractor will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

15. **Public Records and 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 officers, directors, employees, agents, or assigns.

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

20. **Severability:** Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.
21. **Amendments and Waivers:** MassCEC may amend Section 15 (without any action by Contractor) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 8. Except as provided in the immediately preceding sentence, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.

22. **Force Majeure:** Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

23. **Binding Effect, Entire Agreement:** This Agreement shall be binding on the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no Person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor’s nor any of its subcontractors’ provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:
a. **Exhibit 1: Scope of Services**

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

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<tr>
<th>Massachusetts Clean Energy Technology Center</th>
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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

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