



Request for Proposals: PR, Branding, Marketing and Website Services

Date of Issue: February 7, 2024

Proposals Due: March 8, 2024

All proposals must be submitted to:

marketing@masscec.com

I. SUMMARY

The Massachusetts Clean Energy Technology Center (“MassCEC”) is seeking the expertise of a prominent Marketing, Web Design, Branding, and/or PR Agency with both private and public sector experience to:

- Lead MassCEC in a brand refresh, including creating a new tagline, mission, and vision statement;
- Apply the refreshed brand across all channels and marketing collateral, including video;
- Re-design the MassCEC.com website, reflecting the new branding and messaging;
- Manage MassCEC’s public relations, elevating MassCEC’s voice across the Commonwealth and the US, and engaging citizens, organizations, and the legislature in MassCEC’s climate action work; and
- Work as an extension of MassCEC’s Marketing team to ensure the MassCEC story is shared across all marketing channels in an engaging, relatable, and impactful way.

MassCEC is undertaking this branding, PR, and website initiative to raise its profile to be the Commonwealth’s voice on climate and clean energy – particularly to communicate the progress and many successes to celebrate on this front. MassCEC’s first goal is for people both in and outside the Commonwealth to recognize Massachusetts as the climate innovation lab for the world, highlighting its key areas of impact: 1) innovation and investment in climatetech, 2) accelerating decarbonization to meet the Commonwealth’s 2050 climate goals, 3) powering a new offshore wind industry, and 4) developing the climatetech and clean energy workforce of the future. MassCEC’s second goal is to ensure widespread awareness of MassCEC among every resident in Massachusetts, to help citizens understand how they can get involved in home electrification, join the clean energy workforce, and/or participate in climate action, as MassCEC believes every resident in the Commonwealth can benefit from the clean energy revolution.

MassCEC received additional funding from the Governor’s budget last year and is pursuing more funding streams that will grow the organization and its ability to deploy capital in the Commonwealth. MassCEC is creating a statewide [Clean Energy and Climate Economic Development Plan](#) to set an updated strategy for the organization.

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.

In 2021, An Act Creating A [Next-Generation Roadmap for Massachusetts Climate Policy](#) amended The [Massachusetts Global Warming Solutions Act](#). It set a 2030 state greenhouse gas emissions limit at 50% below 1990 levels, a 2040 emissions limit 75% below 1990 levels, and a 2050 emissions limit at least 85% below 1990 levels.

MassCEC's mission is to accelerate the clean energy and climatetech 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](#). 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.

III. PROJECT GOALS AND DESCRIPTION

Today, MassCEC awards funding and investments to MA-based companies, academics, and residents in four (4) key areas of impact: 1) climatetech startups and ecosystem organizations, 2) accelerating decarbonization to meet the Commonwealth's 2050 climate goals, 3) powering a new offshore wind industry, and 4) developing the climatetech and clean energy workforce of the future. MassCEC currently offers fifty (50) grant or investment programs, in addition to managing the Wind Technology Testing Center in Charlestown, MA and the New Bedford Marine Commerce Terminal. MassCEC's mandate is statewide, and its goal is to see the climate economy and its benefits spread across Massachusetts. MassCEC also plays an important role as a convener of the public and private sector, and a central hub for collaboration across the Commonwealth to meet our climate goals and promote climate action.

Brand Refresh

<https://malegislature.gov/Laws/SessionLaws/Acts/2021/Chapter8><https://www.mass.gov/info-details/global-warming-solutions-act-background>In a brand refresh, MassCEC seeks to redesign its logo, messaging and possibly its name to reflect MassCEC's critical role in addressing its climate goals vs. a more narrow focus on clean energy. MassCEC's objective is a refreshed, modern brand and accompanying messaging that will position Massachusetts as the climatetech leader nationally, and help the state attract companies and talent.

Public Relations Services

MassCEC is seeking a dynamic and experienced public relations firm to collaborate with on a transformative journey towards advancing its mission in climate action and climatetech. As a leading climatetech organization committed to making a national impact, MassCEC recognizes the crucial role that effective communication plays in driving change. Therefore, we are inviting proposals from firms with a proven record of accomplishment in building and amplifying brands and securing consistent high-level media coverage for their clients in the public or private

sector. Ideally, the chosen firm possesses offices in both Boston and Washington, D.C., allowing for strategic proximity to key decision-makers, influencers and legislators. Expertise in clean energy and climatetech is paramount, as MassCEC aims to communicate its initiatives and innovations to widespread audiences. The ideal firm will boast strong relationships with media outlets across various platforms, ensuring MassCEC's message resonates not only at the state and national levels, but also on the global stage. Additionally, the firm should demonstrate proficiency in crafting messaging and promoting a compelling brand. MassCEC looks forward to partnering with a PR firm that shares its passion for sustainability and possesses the skills to elevate its narrative to new heights, and to help make Massachusetts the climate innovation hub for the world.

Website Re-Design

Through exceptional design and usability, a new MassCEC website needs to communicate Massachusetts' climate leadership and MassCEC's vital role in building the clean energy economy in the state. The current site is built on the Drupal 10 content management system to support an online relational database that underpins MassCEC's Workforce Portal. The Portal can be managed independently of MassCEC.com, and its management is not part of this procurement. Therefore, MassCEC.com can either remain on the most updated instance of Drupal or be re-built on another content management system (CMS). In 2023, the website had over 12,000 users per month, over 24,000 sessions per month, and over 63,000 page views per month. Since 18% of MassCEC's website visitors use the Workforce Portal, it is critical that the navigation between the informational pages of the website and the Workforce Portal is robust.

Marketing and Website Services

After MassCEC's brand refresh and website redesign projects have concluded, MassCEC will continue to need the services of a Marketing and Web services partner to evolve, maintain and host its website and create new, brand-compliant marketing assets for all channels. As an example:

- MassCEC must communicate with audiences in a clear, visually impactful manner that inspires excitement about the clean energy sector, builds trust, and projects credibility. MassCEC also strives to share the outcome of its past programs and how they have informed subsequent program design, lowered greenhouse gas emissions, and/or shaped policy in the state or nationally.
- MassCEC requests help in creating a social media strategy and engaging, interactive posts for its five (5) social media channels: LinkedIn, X, Facebook, Instagram, and YouTube, in order of highest to lowest reach and engagement.
- MassCEC seeks to better organize its approach to email marketing. MassCEC has an email list of nearly 70,000 subscribers who opt to receive emails from MassCEC on any combination of eleven (11) general topics or dozens of specific programs.
- MassCEC hosts approximately seven (7) Board Meetings per year and approximately sixteen (16) Board subcommittee meetings where MassCEC requests funding for new

and existing programs, summarizes results of current and past initiatives, and reports on the health of the clean energy sector in Massachusetts. Slides used in these meetings must be visually effective and tell the story of MassCEC's work through charts, infographics, and images. MassCEC hopes to engage its partner in improving the design of these slide decks.

The activities described above are opportunities for MassCEC to demonstrate Massachusetts' climate leadership and inspire other states to follow.

IV. ELIGIBILITY

This RFP is divided into four (4) scopes. Firms can apply for one (1) to four (4) 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, public relations, web design and hosting, and copy editing are encouraged to apply independently or in partnership with another firm(s) that provide services in any of the other scopes.

Additional consideration will be given to firms that can come to MassCEC's office in Boston, MA for meetings up to four (4) times per year. Please note that MassCEC does not reimburse travel, lodging, or meal expenses. MassCEC estimates that the initial term for all scopes of this contract will be one (1) year from inception, with the option to extend if mutually agreed upon by both parties.

V. TIMELINE

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|---|-------------------|
| • RFP Released | February 7, 2024 |
| • RFP Questions due to marketing@masscec.com | February 21, 2024 |
| • RFP Questions answered on MassCEC website | February 27, 2024 |
| • RFP Responses due | March 8, 2024 |
| • Candidate interviews week of | March 25, 2024 |
| • RFP awardee(s) announced week of | April 8, 2024 |

VI. SCOPE OF WORK

Scope 1: Public Relations firm

- **Amplification of Voice:** Develop and execute strategies to amplify MassCEC's voice in clean energy and climatetech, ensuring MassCEC's message reaches widespread audiences in Massachusetts and nationally. Develop and implement a comprehensive

campaign centered on Massachusetts climate leadership. Highlight the impactful climate initiatives taking place in the state, ensure clear communication to residents, organizations and the legislature about MassCEC's and the state's pioneering role in this domain. Illustrate the opportunities available at MassCEC for citizens and climatetech organizations alike to amplify their contributions to the ongoing climate efforts.

- **Media Coverage:** Secure consistent and widespread media coverage in the state, across the United States, and on a global scale, leveraging relationships with key media outlets and influencers.
- **Geographical Presence:** Maintain offices in both Boston and Washington, DC, allowing for strategic proximity to decision-makers and the congressional delegation in the Northeast, DC and CA and facilitating seamless communication with stakeholders at both state and national levels.
- **Expertise in Clean Energy and Climatetech:** Demonstrate deep knowledge and understanding of climate action and climate tech, providing strategic communication that effectively communicates our initiatives, innovations, and impact in these areas.
- **Messaging and Branding:** Build MassCEC's messaging from its updated branding and narrative.
- **Media Relationships:** Leverage strong existing relationships with media professionals and outlets to foster positive coverage and secure prominent placements for MassCEC's initiatives and accomplishments.
- **Innovation Communication:** Effectively communicate MassCEC's commitment to innovation in climate solutions and translating technical advancements into compelling narratives that resonate with diverse audiences.
- **Strategic Partnerships:** Identify and cultivate strategic partnerships with key stakeholders, organizations, legislators and influencers to enhance MassCEC's reach and impact in the climate action and climate tech sectors.
- **Crisis Management:** Develop and implement crisis communication plans to address potential challenges and ensure MassCEC maintains a positive public image, particularly in the ever-evolving landscape of climate-related issues.
- **Metrics and Reporting:** Provide regular reports on the impact of PR efforts, including media mentions, audience reach, and overall brand perception, to track progress and inform future strategies.
- **Sustainability Alignment:** Align PR efforts with MassCEC's commitment to sustainability, ensuring that communication practices reflect MassCEC's values and contribute to MassCEC's overall mission to accelerate the clean energy transition in Massachusetts, setting as example for the rest of the nation.

Scope 2: Refresh the organization's brand and launch updated mission and vision statements

- Develop a refreshed brand identity that reflects MassCEC's values, vision, and goals in alignment with MassCEC's strategic plan, available in early Q2 2024.
- Create updated brand assets, including logos, color palettes, style guides and typography, ensuring consistency across all materials.

- Provide guidelines for the consistent application of the refreshed brand across various platforms: lead the initial setup of new branding.

If desired, help create sub-brands for MassCEC's Ocean Renewable Energy (ORE) Innovation Center and other facilities or programs that need differentiation from the main brand.

Scope 3: Re-design our MassCEC.com website

- Evaluate MassCEC's need to offer continuously changing, compelling digital content along with its cybersecurity needs. Match these requirements with an appropriate website content management system.
- Create a modern, responsive, and visually appealing website that aligns with MassCEC's refreshed brand identity.
- Implement user-friendly navigation and ensure a seamless user experience.
- Ensure the website is optimized for search engines (SEO) and compatible across various devices.
- Conduct keyword research and implement SEO best practices.

Scope 4: Function as a marketing services partner for MassCEC

- Create innovative marketing assets and website content
 - Create polished, engaging and often time sensitive slide presentations for government, business and consumer audiences.
 - Create 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.
 - Advise us on social media marketing campaigns, including content creation and management.
 - Create dynamic or gif-based data visualizations for website and social media for content writing.
 - Design icons to represent climatetech products and concepts.
 - Create ads for events that MassCEC is sponsoring.
 - Select stock photography that supports MassCEC's marketing message and accurately highlights clean energy and climate technologies that MassCEC funds and supports.
 - Supply photographer and videographer talent to take photographs and video of MassCEC's awardees, facilities, clean energy work, and climate technologies.
 - Produce multiple videos up to three (3) minutes long on topics such as MassCEC's: (i) focus areas, (ii) support for technology development and innovation, (iii) investing approach, (iv) workforce initiatives, and (v) the buildout of offshore wind installations off the coast of Massachusetts.
 - Create branded banners for use at in-person events and conferences.

- Refresh one (1) page summaries of MassCEC programs to align with the new brand.
- Continuously improve, host, and maintain MassCEC.com Website
 - Help MassCEC determine key performance indicators (KPIs) for its website.
 - Provide monthly reports with insights and recommendations for continuous website improvement.
 - Develop and implement strategies to increase visitors to and engagement with MassCEC’s website.
 - Provide prompt maintenance and content management system (CMS) updates.
 - Manage AWS hosting for MassCEC.com.
 - Collaborate with another vendor to incorporate approximately ten (10) web pages of Electric Vehicle web content into the website.
 - Create new web page templates as needed.
 - Lay out content and images on web pages as needed.
 - Unify MassCEC’s website’s design with icons, color, font, and page layout.
 - Conduct user experience testing on MassCEC.com.
 - Suggest user experience and navigation improvements.
 - Ensuring compliance with modern security practices.
 - Ensuring compliance with [federal](#), [state](#), and [local](#) accessibility regulations.
 - Optimize the ability of MassCEC’s website to be found in searches.

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 each scope applying to, please provide:

- Executive summary highlighting your pertinent experience, personnel, and pricing.
- Describe in detail your proposal to address the requirements outlined in the scope(s) the firm is applying for.
- Provide history of your firm and experience working with organizations similar to MassCEC.
- Tell us about your passion for inspiring action on climate challenges.
- Demonstrate a clear plan for communication between MassCEC and your organization for all aspects of the relationship. If you aren’t located in general proximity to MassCEC, please explain how geographic distance will be addressed and the 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 two (2) years.
- List of your office location(s) in the U.S.

- Profiles of staff who would work directly with MassCEC's 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 this contract's terms, 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 MassCEC's requests.
- A completed and signed Authorized Applicant's Signature and Acceptance Form (Attachment 1).

Scope 1: Public Relations

If applying for Scope 1, please also provide:

- **Case Studies and Portfolio:** Present relevant case studies and examples of successful PR campaigns or projects, especially those related to climate action and tech. Highlight your ability to amplify voices, secure media coverage, and build national brands.
- **Geographical Presence:** Detail your agency's physical presence, emphasizing the significance of having offices in both Boston and Washington, DC. Explain how this geographical advantage will contribute to effective communication and stakeholder and congressional engagement.
- **Media Relationships:** Provide insights into your agency's existing relationships with media outlets, journalists, and influencers. Highlight specific partnerships or collaborations that demonstrate your ability to secure consistent and positive media coverage.
- **Messaging and Branding Strategies:** Outline your approach to amplify brands and how you plan to elevate our organization's profile on a national scale. Share insights into past successes in building and promoting brands.
- **Innovation in Communication:** Highlight your agency's ability to communicate technical advancements and innovations effectively. Highlight examples of translating complex information into compelling narratives that resonate with diverse audiences.
- **Strategic Partnerships:** Describe your strategy for identifying and cultivating strategic partnerships with key legislators, stakeholders, organizations, and influencers. Provide examples of past successful partnerships and their impact on PR efforts.
- **Crisis Communication Plan:** Detail your agency's approach to crisis communication and how you would handle potential challenges in the ever-evolving landscape of climate-related issues. Include examples of successful crisis management from your portfolio.

- **Metrics and Reporting:** Specify the metrics and reporting mechanisms you will use to track the impact of your PR efforts. Demonstrate your commitment to transparency and accountability by providing clear indicators of success.
- **Sustainability Practices:** Highlight your agency's commitment to sustainability in your own operations. Highlight any eco-friendly practices, certifications, or initiatives that align with our organization's values.

Scope 2: Brand Refresh

If applying for Scope 2, please also:

- Provide a portfolio of at least three (3) examples of past brand refreshes or brand re-design projects and how they'd inform your work on MassCEC's brand.
- Outline your proposed approach to the brand refresh, including methodologies, timelines, and key milestones.
- Explain what steps you'd recommend for officially launching the new brand, tagline, mission and vision.
- Outline the metrics and key performance indicators (KPIs) used to measure the brand refresh's success.
- Showcase your agency's commitment to sustainability in your own operations. Highlight any eco-friendly practices, certifications, or initiatives that align with MassCEC's values.

Scope 3: Website Re-Design (MassCEC.com)

If applying for Scope 3, please also:

- Provide brief explanations of and links to at least three (3) examples of your website re-design work. Please explain how the website represents each organization's identity, values, and products or services.
- Outline your experience creating websites that reinforce an organization's brand message, are found in relevant searches, and are highly regarded as a valuable source of objective information.
- Explain your project management approach and tools you use to manage a website re-design.
- Document specific example(s) of your web technology strategy consulting and the outcome of this consulting.
- Document your approach to training client staff on website content management.
- Showcase your agency's commitment to sustainability in your own operations. Highlight any eco-friendly practices, certifications, or initiatives that align with our organization's values.

Scope 4: Marketing Services Partner

If applying for Scope 4, please also provide:

Marketing Services

- Three (3) examples of marketing PDFs (1-2 pages).
- Three (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.
- Showcase your agency's commitment to sustainability in your own operations. Highlight any eco-friendly practices, certifications, or initiatives that align with MassCEC's values.

Website Services

- Provide examples of your website support services, including design, development, and analysis using Google Analytics.
- Provide examples of your 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.
- 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.
- Provide narrative for typical addition of new website functionality, from concept to completion.
- Document any experience working with exported data, providing ad-hoc analysis on data and converting data to other formats.
- Hosting Support
 - Document your ability to manage hosted services.
 - Provide examples of relevant experience with Amazon Web Services.
 - 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 your 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 guarantee 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 your proposal, clearly identify cost and description of the hosting platform, uptime, server location(s), data backup and integrity plan.
- Showcase your agency's commitment to sustainability in your own operations. Highlight any eco-friendly practices, certifications, or initiatives that align with MassCEC's values.

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

VIII. SELECTION CRITERIA

For each scope, applications will be judged on:

Scope 1: Public Relations

- Experience:
 - Your experience in our industry or related fields, including successful campaigns.
- Media Relations:
 - Your ability to build and maintain relationships with key media outlets.
 - Showcase a track record of securing positive media coverage for clients.
- Strategic Planning:
 - Your strategic approach to PR campaigns, demonstrating an understanding of our business goals.
- Creativity and Innovation:
 - Your firm's creativity and ability to bring innovative ideas to PR campaigns.
- Communication Skills:
 - Your communication skills, both written and verbal, and how you tailor messages for different audiences.
- Digital and Social Media Expertise:
 - Your proficiency in utilizing digital and social media channels for PR purposes.
- References and Reputation:
 - Client references to verify satisfaction and showcase your reputation in the industry.

- Budget and Cost Structure:
 - Your pricing and cost structure.
- Measurable Results:
 - Your commitment to providing measurable results and key performance indicators (KPIs).
- Crisis Management Experience:
 - Your experience and effectiveness in handling crisis situations.
- Team Expertise:
 - The expertise and experience of key team members are relevant to our needs.
- Geographic and Audience Reach:
 - Your geographic reach as well as your relationships with legislators, stakeholders, key influencers.

Scope 2: Brand Refresh

- Your expertise, as evidenced by the examples you submit with your application (see VII., How to Apply, Scope 2). MassCEC is especially interested to see brand refresh examples for non-profit, government, or environment/sustainability clients.
- References from three (3) past/current clients for whom you've done brand refresh work.
- Proposed plan for conducting research on MassCEC's current positioning.
- High-level timeline for refresh and subsequent new brand rollout.

Scope 3: Website Re-Design

- Your expertise, as evidenced by the examples you submit with your application (see VII., How to Apply, Scope 3). MassCEC is especially interested to see website re-design examples for non-profit, government, or environment/sustainability clients.
- References from three (3) past/current clients for whom you've done website re-design work.
- Your Project management methodology and experience.
- Your plan for creating personas that represent segments of MassCEC's audience and designing low-friction experiences for them.
- Your plan for requirements gathering to determine how MassCEC's website should be organized.
- Your approach to optimizing user experience (UX) through testing and analytics.

Scope 4: Marketing Services Partner

Marketing

- Visual appeal and verbal simplicity of sample design work that you submit (see VII. How To Apply, Scope 4).

- 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. 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 forty-eight (48) hours of acknowledging the request from MassCEC. 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.
- Availability for up to four (4) in-person meetings per year at MassCEC's office in Downtown Crossing, Boston, MA

Website

- Visual appeal, brand consistency, and clarity of content in at least three (3) examples of your 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 within two (2) hours.
- Ability to troubleshoot non-critical website bugs within three (3) business days.
- Ix. Budget.

The budget will depend on the work you propose for 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 Mlodozienec, 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. If confidential information is submitted as part of the application and not clearly marked as confidential, such information may be made publicly available by MassCEC without further notice to the Applicant.

DISCLAIMER & WAIVER AUTHORITY

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

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

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.

ATTACHMENT 1: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

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: _____

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 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.

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				