



Request for Proposals:
Workforce Solutions Data Platform

RFP Number: MassCEC-WFD-07172024

Date of Issue: **July 17, 2024**
Proposals Due: **August 28, 2024, by 11:59 PM**

All proposals must be submitted to:
rfpworkforce@masscec.com

I. SUMMARY

The Massachusetts Clean Energy Technology Center (MassCEC) is seeking qualified vendors to develop a Workforce Data Solutions Platform. This Platform will support a growing portfolio of workforce development initiatives, including programs directly administered by MassCEC and those supported by grantees. This platform will be integral in helping Massachusetts ensure the workforce needed to meet the state's climate goals, and as such, will need to capture key program components and outcomes, including the recruitment, onboarding, training, retention, and advancement of many individuals and in the clean energy workforce across Massachusetts. The objective is to enable grantees to coordinate with job and internship seekers and employers, facilitating their progress through various stages such as eligibility validation, job training, onboarding, and retention. The hub will utilize a CRM-style approach for communication and reporting, support data-driven decisions, and provide learning materials through a learning management system (LMS).

At a high level, this Hub intends to support the following activity:

- Simple workflows for guiding job seekers through “pipelines” of engagement that include training, role matching, hiring, onboarding, and retention.
- Automating steps where possible, for example in verifying participant and employer eligibility.
- Flexible data collection and reporting for data-driven decision-making across user groups.
- Curated access resources (e.g. learning materials).
- Support submission of key deliverables to MassCEC from application to reporting stages.
- Support dissemination of program outcomes, materials, and guidelines for involvement to key user groups, and to the public.

This RFP outlines MassCEC's values, including a commitment to diversity, equity, inclusion, and environmental justice. It also details the success metrics, project implementation timeline, security requirements, and the importance of a mobile-first design. Vendors are required to submit proposals by **August 28, 2024**, and should address their ability to meet the project's objectives, timelines, and security requirements, as well as provide financial information and references. There is no requirement against collaborating with other organizations, only that a single organization designate themselves as “primary vendor.”

MassCEC will enter into a general agreement with the selected primary vendor upon award. From there MassCEC will conduct detailed discovery with the primary vendor that scopes specific deliverables. This vendor will then be expected to price these deliverables.

II. ABOUT MASSCEC

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

MassCEC's mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth's climate goals, advancing Massachusetts' position as an international climate leader while growing the state's clean energy economy. MassCEC is committed to creating a diverse, equitable, and inclusive organization where everyone is welcomed, supported, respected, and valued. We are committed to incorporating principles of diversity, equity, inclusion, and environmental justice in all aspects of our work in order to promote the equitable distribution of the health and economic benefits of clean energy and support a diverse and inclusive clean energy industry. MassCEC strives to lead and innovate in equitable clean energy and climate solutions.

III. PROGRAM GOALS AND DESCRIPTION

III - 1 High Level Objectives

In support of its mission, MassCEC provides grants to organizations who work to connect job seekers with employers within the Massachusetts clean energy sector. These grantee organizations focus on raising sustained clean energy employment by guiding job seekers through "modalities of engagement" that include work readiness and job training, onboarding to appropriate clean energy roles, and supporting retention in these roles.

To help enable grantee efforts as they collaborate with employers and job seekers, MassCEC plans to invest in a "Workforce Solutions Data Platform." The goal of this Platform is to raise the program impact of the clean energy workforce development initiatives across Massachusetts, with respect to three (3) key focus areas:

- Youth and Young Adult Career Development
- Adult New Entrant and Incumbent Worker Upskilling Training
- Minority and Women-Owned Business Enterprises (MWBE) Support Programming

The objective of the current initiative is for MassCEC to identify and select the most appropriate primary software vendor for executing on requirements for this Workforce Solutions Data Platform.

This Platform will enable grantees to coordinate with job and internship seekers (participants) and employers to match participants with appropriate job openings and support their retention in these roles. This process involves designing and tracking employee progress through modalities of engagement that include the following high-level stages:

- Validating participant eligibility for the given program (focus area).
- Guidance through job training milestones outlined based on the target sector of employment.
- Onboarding participants to appropriate positions in collaboration with employers.
- Promoting retention in these new roles via ongoing support for these participants.

This Platform intends to support progress through these modalities of engagement via a “Customer Relationship Management” (CRM) style approach, ultimately reporting key outcomes to MassCEC and other stakeholders at the individual and aggregate participant levels. In addition, the Hub will serve as the basis for disseminating information to grantees, participants, and employers, and support the sharing of learning materials via a learning management system (LMS). MassCEC ideally curates these information and materials so that users are exposed to content that is relevant to their focus area and modalities of engagement.

At a high level this Hub will enable MassCEC to achieve the following business objectives in partnership with grantees:

- Simplify grantee workflows, for example:
 - Matching candidates with training programs and job openings through “modalities of engagement” that include training, role matching, hiring, onboarding, and retention.
 - Automating processes for verifying participant and employer program eligibility.
 - Facilitating ongoing communication between grantees and participants that guides them into best-fit workforce roles and maximizes their potential for retention and growth.
- Enable grantees to make data driven decisions that support connecting more individuals with sustainable employment, for example:
 - Surfacing data insights (dashboards) that highlight key metrics at the program level, with the goal to continuously improve their onboarding, job placement, and retention rates among participants.
 - Understanding, down to the individual participant level, where obstacles may exist in any given modality of engagement with insight as how to best support participants.
- Provide transparency for MassCEC and other external stakeholders into program impacts, for example:
 - Surfacing data insights (dashboards) highlighting focus area progress, outcomes, and program impact relative to a baseline.
 - Understanding relationships between grantees, employers, and participants to identify any redundant funding activity or highlight any unmet needs.
 - Informing potential participants to support their success within the program, such as, "How well do your (employer) goals for 'College Major' match up with the college majors of enrollees to the program?"

- Enhance the capacity of grantee organizations to execute on their mission by for example:
 - Providing learning materials to grantees on effective program management strategies.
 - Facilitating knowledge sharing and collaboration across grantee organizations.
 - Facilitating, the submission of key deliverables such as RFP proposals or core deliverables associated with an existing grant.
- Provide the public with program information including:
 - Providing data insights on program impacts.
 - Supporting information to help potential participants and employers decide on whether or not to participate.
 - Offering pathways to onboarding new participants and employers.

III - 2 Success Metrics

The above high-level business objectives reflect the goal of the Platform overall. Corresponding metrics are currently being developed. These will ensure a clear focus for the initial project phases. In addition, they will ensure submitted proposals are appropriately analyzed. A sample subset of these metrics for the initial project phases includes:

- Number and percent of participants served by this program, according to the three (3) focus areas and by demographic indicators.
- Participant success rates through modalities of engagement and overall program completion.
- Job placement, wages, and retention rates among participants.
- Long term economic mobility by comparing clean energy employment rates among target populations before and after the execution of this program.
- The number of employers participating in this program and the number of individuals they onboard through the program.
- Grantee execution of activities listed in their grant agreements.

III - 3 Solution Vision

Across our three (3) focus areas, this Platform should adhere to the following principles:

Unified Experience

While each of the three (3) focus areas will maintain their own specific workflows, this Platform will support use cases across all three (3). To maximize development efficiency, each workflow should leverage functionality, to the extent possible, from other workflows.

We anticipate some user overlap across workflows, and the overall user experience will benefit from the

notion of a “single Platform” for all activities.

Emphasis on Usability

Grantees, participants, and employers are all navigating busy schedules with competing priorities; a successful Platform clearly outlines the pathways and “jobs to be done” for each user group. This user experience ideally highlights in a purpose-driven step-by-step approach, that keeps users oriented to where they are in the overall process. Succinct, contextual guidance for users and pathways to support will be valuable throughout.

“Case Management” Support for Participants

Rather than a simple “jobs board,” this program expects that grantees introduce participants to pre-designed modalities of engagement: sequenced activities that define trajectories from job training through onboarding and retention, and guide participants through these processes in a ‘case management’ or ‘CRM’ style approach. This Platform ideally provides the communication channels, information tracking, and notifications necessary to facilitate this case management approach. Ideally communication between grantees, participants, and employers is centralized within the Platform.

Flexible Data Collection and Reporting

Beyond a ‘unified experience’ from an end user perspective, it’s essential that data from all three (3) focus areas be stored in a relational manner that enables data driven decision making across focus areas. For example, questions such as, “Which employers are served by multiple focus areas?” and, “Which participants are being served by more than one grantee?” should be answerable with the unified dataset behind the Platform.

In addition, we expect requirements for data collection from grantees, participants, and employers to evolve over time. It is therefore important that this Platform allows for customizing data collection instruments (web forms/surveys) so that they can adapt to new and evolving requirements. Similarly, given the heavy emphasis on reporting progress, outcomes, and other key metrics across focus areas, this Platform ideally allows for both templated customizable reports (i.e. dashboards, interactive reporting tools) where necessary.

Ethics and Security

As this Platform will be collecting sensitive information on grantee activity, participants, and employers, it’s essential that data collection, storage, and reporting be configured to protect personally identifiable information (PII), and other sensitive data where necessary according to [Massachusetts data protection standards](#). There may be instances where data need to be shared across state government agencies in a secure manner, as well. The ability to export or link data securely will be important. For example, we anticipate the need to share information from the Platform across other initiatives within MassCEC, along with other Massachusetts state agencies such as the Executive Office of Labor and Workforce Development (EOLWD), the Department of Career Services (DCS), and the Department of Unemployment assistance (DUA).

Artificial Intelligence

Artificial Intelligence (AI) as a tool stands to support the workflows and automations outlined in this RFP. MassCEC supports the use of this emerging technology, so long as its application can be outlined in detail for approval by MassCEC.

Mobile First Development

Ideally this Platform demonstrates “mobile first” design principles that support the end user experience on a mobile device as well as on a desktop, laptop, or tablet.

Knowledge Sharing Facility

We aim to improve grantees’ ability to deliver services by providing access to learning materials relevant to grantee programs and to the individuals they serve. The ideal Platform therefore maintains a library of resources designed to support grantees across focus areas. An ideal system helps connect grantees with relevant information by recommending materials of particular interest to their focus area.

Pathway to Related Services

Outside of this initiative, there are other government entities and NGOs in Massachusetts that maintain highly valuable Platforms and services that support Massachusetts’ clean energy sector, for example, resources for connecting small business with funding for climate impact resilience. Related to “knowledge sharing facility” above – ideally this Platform exists as a pathway to these related services, both to drive their adoption, and to lower the risk of duplicate efforts across the state. Pathways to these other services could range from simple pointers to a tightly integrated solution.

IV. ELIGIBILITY

All information should be submitted in the format stipulated in this RFP.

Who is Eligible to Apply

The RFP invites interested parties that meet the qualifications listed in this document to submit proposals regarding their product and related service offerings.

Massachusetts Presence Requirements

There are no explicit Massachusetts presence requirements. However, it may be advantageous for applicants to demonstrate their capability to work within the state. Ideally the selected primary vendor is available for periodic onsite visits to MassCEC.

General Qualifications

- Vendors must address all information specified by the RFP and answer all questions completely.
- Proposals should be signed by an individual authorized to bind the primary vendor to contracts.
- Primary vendors should provide detailed information about their company, including a brief history, organizational structure, and the number of years in business.

- Primary vendors should provide references from two to four customers with similar objectives/requirements as MassCEC.

Other Requirements

- Proposals must be submitted electronically in Microsoft Word or PDF by the specified deadline, August 28, 2024 11:59PM.
- Financial information submitted by the vendor will be used for evaluation purposes only and will be held in strict confidence.
- Vendors must describe their ability to meet MassCEC’s application objectives, project timelines, and security requirements.
- Proposals must include a covering letter signed by an individual authorized to bind the proposed entity.

Evaluation Criteria

- Proposals will be judged based on their technical responsiveness, market viability, customer references, and overall alignment with MassCEC’s goals and objectives.

V. ESTIMATED TIMELINE

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

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| Release of RFP | July 17 th , 2024 |
| Information session / Q&A with potential vendors: Register here . | July 23 th , 2024, 11:00AM |
| Questions due to MassCEC via email to rfpworkforce@masscec.com | July 26 th , 2024 |
| Questions with Answers Posted to MassCEC Website | July 30 th , 2024 |
| Proposals Due | August 28th, 2024, by 11:59 PM |
| Interviews with Top Applicants Begin | September 3 rd , 2024 |
| Interviews of Top Applicants Finalized | September 12 th , 2024 |
| Notification of Award | September 30 th , 2024 |
| Launch of Platform v1 | July 1 st , 2025 |

VI. SCOPE OF WORK

VI - 1 Clean Energy Workforce Platform – Key Business Objectives

VI - 1.1 Description of Solution Objectives

The following section outlines key business objectives designed to encompass the more detailed functional and technical requirements to be defined with the selected primary vendor.

Participant and Employer Workflows

1. Rather than a “simple jobs board” participants and employers are guided by grantees through modalities of engagement from training through onboarding and retention in clean energy roles.
2. We anticipate that participants and employers access this Platform by various referral pathways, for example via MassCEC marketing materials, and associated web content, to help maximize participation across user groups.
3. Primarily for the Youth and Young Adult Career Development focus area, there is value in enabling participants to rank modalities of engagement via drill down pathways that start at a high level. For example, participant users might decide between “Architecture, Design and Engineering” or “Commercial Construction & Retrofitting” as high level categories. From here, the system could inform participants on these potential pathways before inviting them to rank individual modalities within the given pathway.
4. Online data collection – this Platform ideally allows for the custom build, deployment, and monitoring of webforms that are native to the Platform. For example, participants may provide the Platform with their eligibility, years of experience, high level pathway interest. This information might then guide them to an ordered list of drilldown pathways described above (#3).

Automation for Efficiency and Risk Reduction

1. Before participants engage with matching pathways, they should work through vetting criteria such as the following, automating wherever possible:
 - a. Did a prospective participant participate in a community college program?
 - b. Did a prospective participant participate in any one of these focus areas in the past?
 - c. Does a prospective employer qualify as a “clean energy employer?”

Goal for this up-front assessment to result in a more efficient process for ultimately matching participants with job openings.

2. Templated Reporting – Build or use templated reports to automate reporting of KPIs to grantees, MassCEC and other stakeholders.
3. Provide automated notifications of updates to reports, uploaded materials, relevant items in the resource center, and any other notable updates based their roles and responsibilities within the Platform.

Data Insights Designed for Various Use Cases

1. This Platform will put a heavy emphasis on data insights (reporting) to inform activity at several levels. Therefore, the ability for MassCEC to customize reports will be of significant value on top of templated reporting. Use cases include:
 - a. Grantees need reports that detail pre-set goals, participation statistics aggregated by demographic information, KPIs by modality of engagement, and other key outcomes. These reports will be designed to inform grantee decisions as to how to more effectively manage their programs. Ideally grantee reports not only report on their organization, but they also provide results benchmarked against de-identified other organizations in the Platform.
 - b. MassCEC and other stakeholders need reports that highlight progress through modalities of engagement, outcomes, and demonstrate program impact relative to a baseline. These reports intend to help MassCEC prioritize its technical assistance efforts in support of grantees.
 - c. The public needs reports to support potential participants. For example, “Which college majors are finding jobs through these programs? Which college majors are employers looking for? What trends do we see in the clean energy labor market in Massachusetts?”
2. Ready access to raw data: Beyond customizable reports, MassCEC should easily be able to pull data from the Platform to run their own analyses where necessary. This could be done with raw data extracts, API connections, or other mechanisms.
3. The solution needs to provide basic User analytics to understand, by user group, metrics such as pathways through the Platform, bounce rates, session duration, and potentially, activity within pages (click, scroll) to inform user experience improvements to the Platform.

Simplicity of Resource Submission / Consumption

1. The Learning Management System (LMS) component of this Platform requires that resources from a comprehensive library, curated by MassCEC, be made available to grantees, participants, and employers in a way that surfaces primarily what is relevant given their focus area, applicable subject matter, and modalities of engagement.
2. Nice to have, as a potential feature for later release: grantees and other users should also be able to upload key materials such as invoices (for processing elsewhere) along with other documents for review as part of their participation in the program.

VI – 1.2 Key User Groups

This Platform intends to support the activity of five major user groups, outlined here as context to the requirements listed throughout this document:

Grantees

Grantee organizations will be this Platform's primary user group, relying on this Platform for the following high-level activities:

- Connecting with and guiding participants through modalities of engagement.
- Evaluating participant and employer eligibility for the given focus area.
- Exposure to data insights to inform their activities.
- Accessing resources and other learning materials curated by MassCEC and other stakeholders.
- Submitting key deliverables such as RFP proposals or core deliverables associated with an existing grant to MassCEC.

Participants

Also known as "job seekers" these individuals' workflows will vary by focus area, but include at a high level:

- Matching, via guidance from grantees, with an appropriate modality of engagement given their eligibility and interests.
- Consuming coaching resources when applying for a job in their modality of engagement: from training, to matching, through onboarding and retention.
- Understanding how they are progressing through their modality of engagement, and what steps they might take to improve their chances of sustainable clean energy employment.
- Staying informed as to how they might best market themselves to employers in the clean energy sector.

Employers

The employer user group will be most active within the Youth and Young Adult Career Development focus area. It is here that we see employers most actively participating in the matching process with participants. We see their primary activities including:

- Connecting with participants via hierarchical “drill down” pathways for narrowing in on qualified applicants.
- Based on these pathways, understanding best practices for retaining and growing their young adult workflows, such as which trainings to sponsor in support of employee career development goals.
- Communicating with potential applicants to support their success in the job application process.
- Consuming public facing resources, such as type of college majors most recruited within target sectors, and other relevant labor market statistics.

MassCEC

Our use cases fall primarily within the following categories:

- Receiving key program documents from application through reporting phases
- Exploring data insights detailing program progress, outcomes and other actionable information from the program down to the individual participant levels.
- Curating content for the other internal user groups, and for the public.
- Administering the Platform, such as adding users or configuring roles. One goal of this Platform is to minimize configuration work that requires developer time but instead could be self-serviced by MassCEC administration.
- Updating webforms, e.g. adding a new questions, revising language.
- Pulling custom reports from the Platform.

The Public

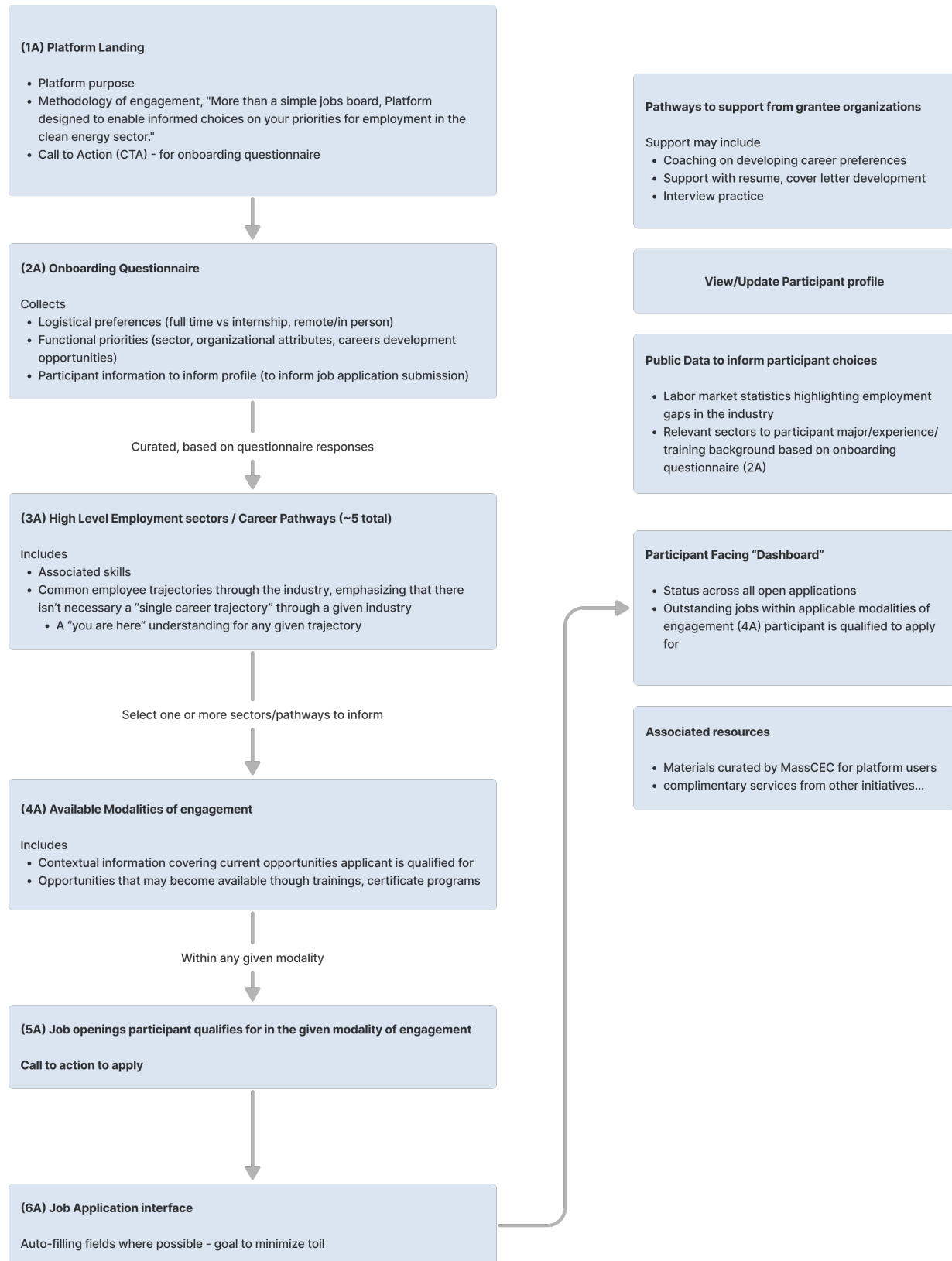
We also expect the public to be an audience for information on this Platform primarily being exposed to:

- Consuming public data insights on program outcomes.
- Providing resources for potential participants and employers to help drive engagement.

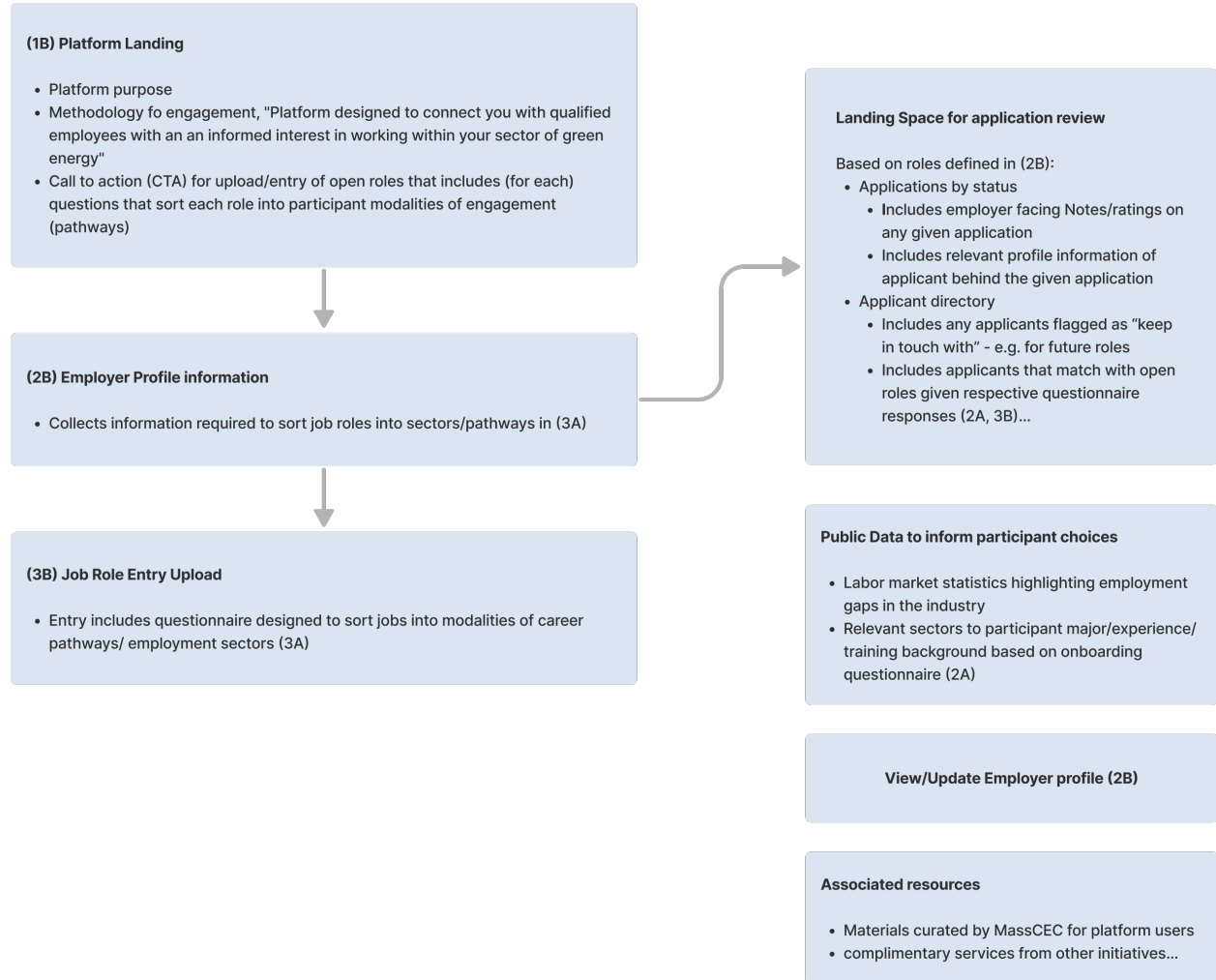
VI - 1.3 Example User Journeys

The following diagrams outline draft user journeys for the Youth and Young Adult Career Development focus area, which we anticipate being the most functionality-rich of our three (3) focus areas. These journeys are by no means final or exhaustive but seek to give a more detailed understanding of the type of functionality this Platform intends to support.

Participants



Employers



Grantees

(1C) Platform Landing

- Prioritized set of outstanding tasks
 - Participant and employer requests for technical assistance / other support
 - Career Pathways / Sectors + Modalities of engagement still under development
- Starting point for key activities (below)

(2C) Interface for developing modalities of engagement

- Enables grantee to construct pipelines (e.g. set of milestones) through qualifications assessment (based on data in 2A), job training, onboarding, and retention support activities
- Modalities of engagement informed by available sectors/pathways (3A), which themselves defined based on roles available (3B)

(3C) Interface for tracking aggregate progress through modalities of engagement

- Goal to summarize aggregate assignment and progress through modalities, highlighting any roadblocks or risks to inform drill down into 4C
- Includes backlog of participants in need of matching with modality of engagement (TBD extent to which this automates)

(4C) Interface for tracking individual progress through modalities of engagement

- Goal to be an asset grantees and participants can collaborate over to understand how to best leverage participants qualifications, and inform any technical assistance on progress through the given modality...

(5C) Interface for tracking support, technical assistance, and communication with participants, employers

- CRM style logging of communications history (emails, notes from calls/meetings)
- Details outstanding requests for support

Available throughout

Interactive Reports on Program Metrics

- Designed to drive decision making on the part of grantees - e.g. gaps to focus on, successes to report out

Public Data to inform participant engagement

- Labor market statistics highlighting employment gaps in the industry

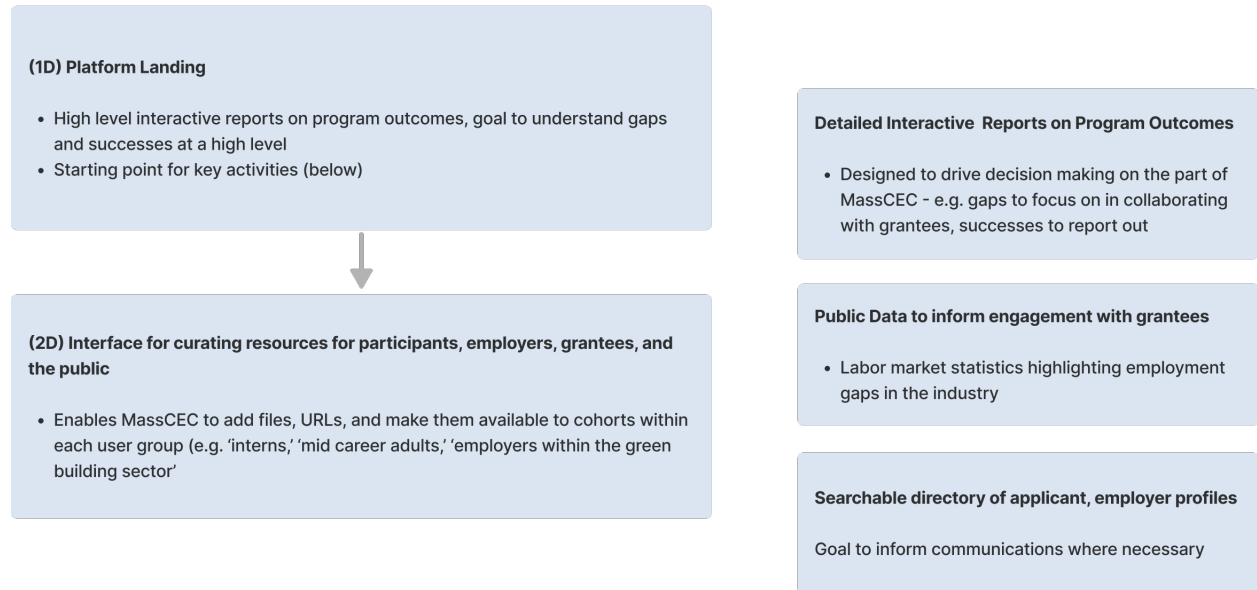
Searchable directory of applicant, employer profiles

Goal to inform communications where necessary

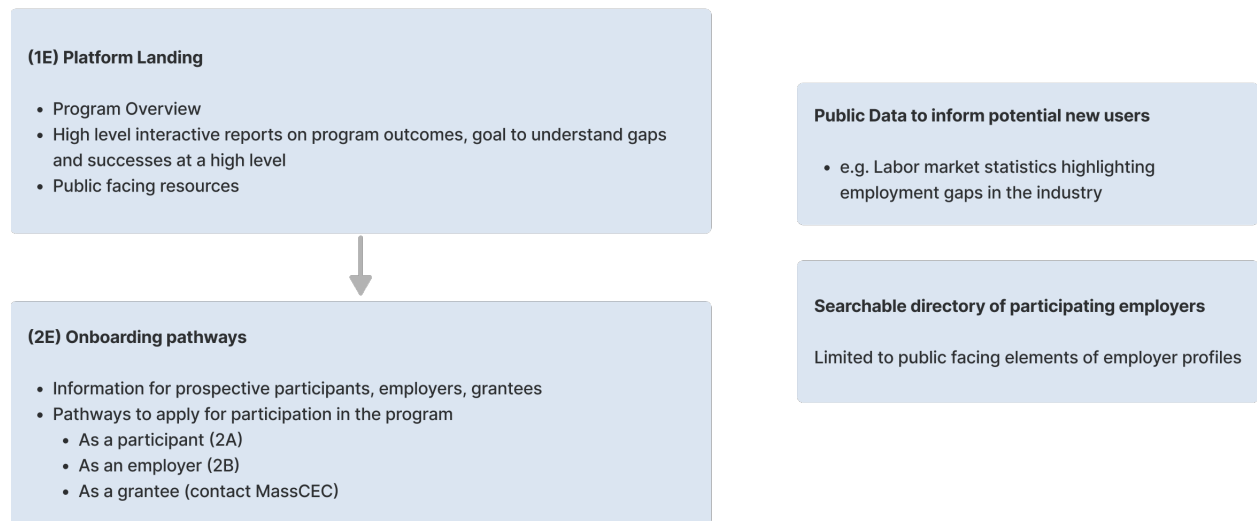
Associated resources

- Materials curated by MassCEC for platform users
- complimentary services from other initiatives...

MassCEC



The Public



VI - 1.4 Current Environment

While an 'Internship Portal' exists for the Youth and Young Adult Career Development focus area, the goal of this Platform is to replace this existing portal and extend to the other two (2) focus areas that currently operate without such a Platform.

VI - 1.3 Project Implementation Timeline

MassCEC aims to select a primary vendor to develop this Platform by **September 30th, 2024**, with the goal of launching a Platform that fully executes on the above requirements by Jul 1st, 2025. MassCEC would like the roll out of functionality to allow for some items to be available for use by February/March 2025. The vendor may suggest how this would work best.

VI - 1.4 Security Requirements

Given that this Platform will be collecting personally identifiable information on behalf of the Massachusetts state government, it is required to meet to [Massachusetts data protection standards](#).

VI - 1.5 Data Governance and Retention

This Platform should be configured to regularly back up all stored data, ideally with a disaster recovery plan. All data stored in the Platform should be able to be migrated at-will, if necessary, to another system.

This Platform should also be equipped to ingest legacy data from historic workflows. These data currently live as flat files in .csv format, though can be reformatted to fit the schemas required within this new Platform's database.

VII. HOW TO APPLY

Primary vendor proposals in response to this RFP will be accepted by MassCEC through 11:59 p.m. eastern standard time on **August 28th, 2024**. Proposals received after this time will not be considered. Submittals must be made electronically in MS Word or PDF.

The proposal should be signed by a person duly authorized to bind the primary vendor to contracts. Proposals shall remain firm and valid for ninety (90) days after the above due date.

All financial information submitted by the primary vendor will be used for evaluation purposes only and will be held in the strictest confidence.

RFP Response Format

Primary vendors must address all information specified by this RFP. All questions must be answered completely. MassCEC reserves the right to verify any information contained in the primary vendor's RFP

response. MassCEC may also request more information after the RFP response has been received. Any supplemental information that you provide must be in writing and will become part of your proposal. Marketing brochures included as part of the main body of the bid response shall not be considered. Such material must be submitted only as attachments and must not be used as a substitute for written responses. In case of any conflict between the content in the attachments and a primary vendor's answers in the body of the proposal, the latter will prevail.

Ability to Meet MassCEC's Application Objectives

Primary vendor should describe its ability to meet MassCEC's Clean Energy Workforce Platform objectives. Ideally, this executes via well-understood, vetted, and documented programming frameworks (custom), or the configuration of well vetted third-party Platform(s), or a combination of both.

Ability to Meet Requirements of Project Timeline

Primary vendor should describe its ability to meet MassCEC's Clean Energy Workforce Platform project timelines and milestones.

Primary vendor should describe its ability to support and integrate with MassCEC's primary data sources, targets, applications, channels, and other interface points.

VII - 1 Description of Solution and Pricing

Based on the requirements for information contained in this document, please provide a general description of your proposed solution for MassCEC's requirements. Please itemize and describe *all* software and service components required, with associated prices. Please include all costs associated with developing, launching the solution and providing maintenance and basis support through June 30, 2026. As available, please provide information about anticipated maintenance contracts for additional years, but do not include this in the total anticipated cost for this proposal.

We have intentionally excluded pricing information from this stage of the bid process. Pricing will be discussed in later stage interviews with finalist candidates.

VII - 2 Product Delivery Model

Primary vendors should describe the delivery model(s) on which they base the proposed solution. Delivery models for the Platform will be assumed to be SaaS, but other considered delivery models supported by the primary vendor should be highlighted for example:

- On-premises commercial off-the-shelf (COTS) software
- Open-source software (all models)
- Managed services/hosted
- Platform/software as a service (PaaS/SaaS)
- Hosting on infrastructure as a service (IaaS)

VII - 3 Architectural Vision

Based on this Product Delivery Model, vendor should clarify, ideally via an architectural diagram, the tech stack and associated infrastructure the Platform will live on. For example, will this be a Flask Application hosted on AWS infrastructure, built within a low code Platform and self-hosted as a subscription service. This architecture will serve as a reference in our plans to engage the selected vendor on system maintenance.

VII - 4 Product Capabilities and Functions

In addition to the requirements stated above, please detail any other product capabilities and functions that may be of interest to MassCEC. Ensure these are linked clearly to the high-level goals of the project and describe their role in helping to achieve these goals.

VII - 5 Product and Service History

Primary vendors should describe the history of their interactive Platform offerings. This should include initial release date, current version number and development history. For example, was the offering developed as a marketable package or as a solution for a particular organization?

Primary vendors should provide detailed information on the development roadmap for the Platform; these will be treated as confidential.

Primary vendors should provide a list of any developer or user communities relating to vendors' product or service offerings.

VII - 6 Product Support and Service Warranty

Primary vendors should describe the support offerings available for their applications and associated products. In addition, they should provide a copy and description of all warranties associated with the proposed application. The following points should be addressed explicitly:

- Is there a system/process to alert customers proactively to bugs/bug fixes that are deployed to the Platform, e.g. StatusPage or similar?
- Describe the levels of support available, together with the associated prices.
- Describe any developer/user communities in which the primary vendor's technical employees are regularly active and from which additional support can be obtained.
- Describe the mechanisms/processes/facilities in place to assist customers, architects and developers with best practices relevant to the product. Best practices can relate to development, project management, technical architecture and system setup.

VII - 7 Product Upgrades and New Version Releases

Primary vendors should describe:

- The process of new version release rollouts to the Platform.
- The quality assurance/testing processes to follow in order to determine whether an upgrade or custom modification is suitable for release.
- The process by which opportunities for system enhancements are identified, screened, programmed, field-tested and released to customers.

VII - 8 Training

Primary vendors should describe what training of MassCEC staff is required or recommended to support the implementation of products and services.

VII - 9 Handoff: Skill Set Requirements of Personnel

Primary vendors should describe the skills and likely full-time equivalents (FTEs) needed to implement and support their application product(s) as outlined in this proposal. This information will be used primarily to inform MassCEC's plan for maintaining the Platform after the end of the engagement with the selected vendor.

VII - 10 Onboarding

Primary vendors should describe the onboarding process for new customers.

VII - 11 General Comments

Primary vendors should include any additional information that they consider would help MassCEC evaluate their submission.

VII - 12 Covering Letter

The proposal must be accompanied by a covering letter, signed by an individual authorized to bind the proposed entity.

Please include a summary of you or your organization's commitment to diversity, equity and inclusion (DEI) and/or environmental justice (EJ) principles. If available, please provide or link to any relevant materials (e.g., organization guidance documents, mission/vision statements, etc.). Candidates should include brief examples of initiatives, projects, or other work in which the Lead Applicant and/or Project Partners have demonstrated a clear commitment to advancing DEI and/or EJ principles.

VII - 13 Primary Vendor Profile and Demographics

Provide a statement giving a brief history of your company. Explain how it is organized, and how its available products and resources will be used to meet MassCEC's requirements. Pay particular attention to the business objectives stated above. The primary vendor shall submit the following information:

- The company's official name and address. The primary vendor shall also indicate what type of entity it is — for example, a corporation or a partnership.
- The name, address and telephone number of the person who receives correspondence and who is authorized to make decisions or represent the primary vendor. Please state his or her capacity within the company.
- The total number of years the primary vendor has been in business *and* offering end user facing applications. If applicable, state the number of years the primary vendor has been operating under the present business name.
- A description of the primary vendor's operations: facilities, business and objectives, and the number of employees.
- The number, types, locations, and specialties of Partners that can support the implementation.

VII - 14 Product Demo

Candidates should be prepared to demonstrate an outcome from a similar engagement, ideally but not limited to the workforce development domain. While sales demos are acceptable, particular attention will be paid to demos from candidates' customers, showcasing the effectiveness of the demo application at fulfilling key business use cases.

VIII. SELECTION CRITERIA

The evaluation process will comprise:

- A preliminary examination to determine substantial commercial and technical responsiveness.
- A detailed technical evaluation to determine conformity with general and functional requirements.

After completing the evaluation phase of the process, MassCEC will enter into financial negotiations with no more than two (2) primary vendors. The final selection will be based on the satisfactory outcome of these negotiations.

VIII - 1 Preliminary Examination

MassCEC will examine the proposals to determine whether they are complete, signed and generally in order.

VIII - 2 Detailed Technical Evaluation

Technical merits and features will be reviewed against the requirements identified in the Section III – Program Goals and Description and Section VI – Scope of Work.

VIII – 3 Customer-Led Product Demos

While sales demos will suffice, candidates who are able to bring their customers to a meeting demonstrating the usefulness of a previously built application by the given vendor will be given special consideration.

VIII - 4 References

The primary vendor should provide details of two to four customers for reference. References should be for customers with objectives/requirements similar to those of MassCEC. References should include specific products in use, “go live” date, and any services provided. In addition, include contact information for the client’s project manager or other senior staff members familiar with the project. MassCEC reserves the right to contact these references and discuss the client’s level of satisfaction with the primary vendor and its products.

VIII - 5 Notification of Award

A contract will be awarded to a single proposal based on the evaluation of the RFP responses and the satisfactory outcome of financial negotiations.

After the contract has been awarded, MassCEC will notify the unsuccessful vendors.

VIII - 6 Treatment of Information

All information about MassCEC provided during the RFP process shall remain under nondisclosure and cannot be released without the express permission of MassCEC. You may not make any public announcements or news releases regarding your company’s intent to enter into an agreement without MassCEC’s prior written permission.

IX. CONTACT INFORMATION FOR QUESTIONS

MassCEC shall host a webinar to describe the RFP requirements and answer questions on Tuesday, July 23rd at 11AM. To register to attend, click [here](#).

Vendors shall aggregate their requests for clarification and submit them via email by July 26th at 5PM to:

rfpworkforce@masscec.com.

Responses will be posted online by July 30th. Such requests for clarification and MassCEC’s response will be supplied in writing to all parties that have received copies of the RFP. The source of the inquiry will not be disclosed.

X. GENERAL REQUEST FOR PROPOSALS CONDITIONS

X - 1 Notice of Public Disclosure

As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws ("Public Records Law"). Applicant acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC is presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories under a statutory or common law exemption, including the limited exemption at Massachusetts General Laws Chapter 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Applicant acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data or other information is exempt from or subject to public disclosure. Thus, MassCEC urges the applicant to carefully consider what documents, materials, data and other information is submitted to MassCEC in connection with this RFP. If confidential information is submitted as part of the application and not clearly marked as confidential, such information may be made publicly available by MassCEC without further notice to the Applicant.

In line with Public Records Law requirements, MassCEC generally considers the following types of information as examples of confidential information:

- Business and product or service plans
- Financial projections
- Customer lists
- Business forecasts
- Sales and merchandising
- Commercial secrets
- Private secrets
- Government information
- Professional information
- Evidence of use of a trademark

As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Applicants shall not send MassCEC any confidential or sensitive information in response to this RFP. If confidential information is submitted as part of the application and not clearly marked as confidential, such information may be made publicly available by MassCEC without further notice to the Applicant.

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

X - 2 Disclaimer and Waiver of Authority

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

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

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the awarded applicant(s) will execute a contract, substantially in the form of the template agreement attached hereto as Attachment 2, which will set forth the respective roles and responsibilities of the parties.

ATTACHMENT 1: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

The RFP: “Workforce Solutions Data Platform”

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

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

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

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

Applicant: _____

(Printed Name of Applicant)

By: _____

(Signature of Applicant or Authorized Representative)

Title: _____

Date: _____

AGREEMENT FOR SERVICES

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

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

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

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

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

1. **Scope of Services:** Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 1 attached hereto (the “Services”), which exhibit is incorporated by reference. This Agreement shall apply to all Services provided from time to time by Contractor to MassCEC during the Term, as defined below. Contractor shall perform the Services in accordance with schedule in Exhibit 1 (the “Schedule”).
2. **Deliverables:** Contractor shall provide all deliverables described in Exhibit 1 (the “Deliverables”).
3. **Payment:**
 - a. **FIXED FEE:** MassCEC shall pay Contractor an aggregate amount of up to \$[fill in AMOUNT] (the “Fee Amount”) to perform the Services. The Fee Amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement.] **[HOURLY FEE:** MassCEC shall pay Contractor at the hourly rate of \$[fill in AMOUNT] per [fill in AMOUNT OF TIME] to perform the Services. Such payments shall not exceed \$[fill in AMOUNT] in total (the “Fee Amount”). The Fee Amount shall be the sole and complete compensation for Services performed by Contractor under this Agreement.
 - b. Contractor shall enroll in MassCEC’s Automated Clearinghouse (“ACH”) system to receive payment by completing the ACH enrollment form attached to this Agreement in Exhibit 2 and submitting it to AP@masscec.com at or before the submission of their first invoice. Any changes to the information in the ACH form must be submitted to AP@masscec.com through an updated ACH enrollment form within thirty (30) days of any such change.
 - c. 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 relate to this Agreement or MassCEC.
 - e. Notwithstanding the foregoing, Contractor is hereby notified that in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. Sec. 1833(b)), as amended, Contractor will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
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 AP@masscec.com. For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to AP@masscec.com.

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
- b. Exhibit 2: ACH Enrollment Form

[Rest of Page Intentionally Blank]

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

Massachusetts Clean Energy Technology Center

By:

Name:

Title:

Date:

Federal Tax ID No.:

[Contractor Name]

By:

Name:

Title:

Date:

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 | | | | |

Exhibit 2 – ACH Enrollment Form
Please submit completed form to AP@masscec.com

| | | |
|---|--|--|
| Part I: Reason for Submission | | |
| <input type="checkbox"/> New Enrollment | <input type="checkbox"/> Change Enrollment | <input type="checkbox"/> Cancel Enrollment |
| Document Included | | |
| <input type="checkbox"/> Voided Check | <input type="checkbox"/> Bank Letter | |

| |
|---|
| Part II: Account Holder Information |
| Account Holder Legal Name |
| dba Name |
| Legal Address Number, Street, Apartment/Suite Number |
| City, State, Zip Code |
| Account Holder Tax Identification Number Employer Identification Number (EIN) Social Security Number (SSN) |

| | | |
|--|--------------------|--|
| Part III: Financial Institution Information | | |
| Financial Institution Name | | |
| Routing Number | Account Number | Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings |
| If this is an Enrollment Modification, you must include your old financial institution information or your request will be returned. | | |
| Old Financial Institution Name | | |
| Old Routing Number | Old Account Number | Old Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings |

| | |
|---|------------------------|
| Part IV: Vendor/Customer Information | |
| This is the person we will contact for any questions regarding this ACH Authorization | |
| Contact Person's Name | Contact Person's Title |
| Contact Person's Phone | Contact Person's Email |

Part V: Authorization

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the Massachusetts Clean Energy Center to initiate, change, or cancel credit entries to the account(s) as indicated on this form.

For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

- I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account
- I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Massachusetts Clean Energy Center has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford MCEC a reasonable opportunity to act upon it.

| | |
|-------------------------------------|------------|
| Account Holder Authorized Signature | Print Name |
| Title | Date |