



Request for Proposals: **Customer Relationship Management System and Services for MassCEC**
[RFP Number]

Date of Issue: **March 10, 2025**
Proposals Due: **April 18, 2025, at 11:59 PM**

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

1. INTRODUCTION

The Massachusetts Clean Energy Technology Center (MassCEC) seeks to create a strategic partnership with a qualified vendor to provide an integrated Customer Relationship Management (CRM) system and implementation services. This Request for Proposal (RFP) is soliciting proposals from all qualified firms who wish to be considered to provide their recommended integrated enterprise solution. A successful solution should further provide a phased Grant Management Solution as described in Section 5.1B – Needed Capabilities and Section 6 – Scope of Services, including software, implementation, training and support for MassCEC.

2. ABOUT MASSCEC

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.

3. BUSINESS OVERVIEW & CURRENT STATE

MassCEC is comprised of 9 Departments with over 120 employees, and two dozen interns on 6-month cohort cycles. MassCEC’s main activity is to award grants and make early-stage investments in a range of entities to advance climate and clean energy solutions in the Commonwealth. Funding comes from the Massachusetts Renewable Energy Trust Fund, the state budget, and other public entities at the state and federal levels. As of Fiscal Year 2025, the MassCEC program portfolio is comprised of 50+ distinct award programs, and we anticipate nearly \$200 million in grant and early-stage investment funding.

This section outlines the current state of MassCEC’s business processes for our grant-making and non-grant making programs and departments. Generally speaking, these processes currently rely on fragmented and disparate data management approaches that result in significant data-siloing and inefficiencies.

3.1 NON-GRANT-MAKING PROGRAMS: ROLES AND ACTIVITIES

The following departments at MassCEC would be heavy users of an organization-wide CRM.

MARKETING & COMMUNICATIONS

The Marketing and Communications (MarComms) team manages the MassCEC website and the Clean Energy Lives Here website using Drupal, Wordpress and BugHerd. MarComms creates intake forms for RFP submissions through both websites using Jotform and Google Analytics to capture site visits. Email marketing, including RFP distribution and various newsletters, is managed through Mailchimp, where we hold over 70,000 contacts, and social media is managed using HootSuite.

We use Zoom to run our webinars, but we are not leveraging/integrating the zoom registration information. We use Eventbrite for events. Eventbrite has an automated integration with MailChimp, other event contacts are usually taken by pen and paper, and manually uploaded to lists by interest.

MarComms sends ~ 15 marketing emails per month (including corporate and programs) these emails have an average of 2,000 recipients.

GOVERNMENT RELATIONS

Government Relations interacts via emails, phone calls, newsletters and meetings with state legislators and their aides, as well as municipal leaders and climatetech industry partners. Much of their engagement with their stakeholders is through the lens of legislative districts and communicating the work MassCEC is doing within those districts. Contact relationship data is tracked primarily in Excel spreadsheets. Data related to legislative-district-specific MassCEC-supported climatetech projects is maintained primarily in Fluxx.

INVESTMENTS

The Investments team manages an early-stage VC climatetech portfolio.

Relationships with investee companies and potential investees are tracked in an investment specialist CRM system, Affinity. Affinity's access and capabilities are limited to the Investments team. The system lacks accurate tracking and reporting on deal funnels, changes in pipelines/portfolios or relationships which makes it difficult to maintain clean data.

BUSINESS DEVELOPMENT

Business Development sits under the Emerging Climatetech program. The focus is on accelerating the commercialization and growth of emerging climatetech startups across the Commonwealth through connecting founders to a range of services and resources, both internal to MassCEC (including our investment and grant-making programs) and external. These relationships are currently managed through email, phone calls, meetings, and Excel spreadsheets.

DATA AND BUSINESS INTELLIGENCE

The Data and Business Intelligence team seeks to align data and metrics with business strategy and be the single "source of truth" around organizational data to respond to increased reporting requests. The Director also sets targets for organizational metrics and responds to ad hoc data requests across the organization.

Reporting requests and storytelling around program impact depend on data that "lives" in a variety of program folders and platforms across the organization. The Director is responsible for gathering necessary data for reporting needs. Some data is compiled through email or provided in Excel spreadsheets managed by different teams.

FINANCE

Our Finance team uses Dynamics 365 Business Central as our general ledger and primary accounting/financial management tool. The current system has limited reporting capability and also lacks the ability to efficiently track long-term organizational obligations. Additionally, it does not offer native grants management or compliance tracking features.

SOLAR FOR ALL

MassCEC is the primary program implementation partner in the Massachusetts Solar for All (MASFA) Coalition, tasked with deploying \$156m of federal funding to expand access to clean and affordable solar energy in communities.

Currently, the Solar team utilizes spreadsheets to monitor and track and map stakeholder engagement, and record feedback being used to inform and shape program development. Internal reporting metrics will be sourced through these data. Though processes are still under development, the team also anticipate using spreadsheets for meeting federal reporting requirements.

3.2 GRANT-MAKING PROGRAMS: ROLES AND ACTIVITIES

MassCEC has grant-making implemented through four (4) Program Divisions, which each encompass a range of awards programs. Each program has unique timelines, differing target demographics, and deliverables. Two (2) sets of activities are primarily carried out by program teams across the organization. These activities operate in tandem through different processes and with the use of different tools and platforms to achieve program goals:

1. Grantee and External Relationship Stakeholder Management
2. Grant-making and Program Administration

1. Grant-Making & Program Administration.

Our business process for grant-making and grant administration consists of the following steps:

1. RFP Distribution
2. Application intake
3. Application review & scoring
4. Awards approvals & contract development
6. Grantee invoicing
7. Grantee reporting (metrics intake and storage)
8. Data analytics & visualization
9. Grant & portfolio monitoring

RFP distribution.

First, program teams receive authorization for new awards programs from the MassCEC board and then release and distribute RFPs on the MassCEC website and through targeted email marketing campaigns, drawing on contact lists maintained within MailChimp.

Application intake.

Application intake for new grant awards are then submitted directly via attachment through email, or through a program’s RFP-specific web form that also ultimately directs the application information to program staff via email.

Application review & scoring.

Programs then review and score applications, the specific approach for which differs for each program. Application review and scoring are typically managed in Excel or Word. Depending on the program area, there may be external stakeholders/ experts participating in this review process who receive applications over email to review and score.

Awards approval & contract development.

Once successful applicants are identified by the program team, further internal approvals are achieved through an approval workflow in Fluxx (our grants management system) that typically involves sign-off by our CEO and Finance department. Once the award is approved, successful applicants are notified via email that they have been awarded a grant. A contract is then drafted by program staff and reviewed by Legal and Finance within Fluxx before execution of the contract by the counterparty and our COO or CEO (typically using DocuSign).

Grantee invoicing.

Once awards are made, W-9's are sent from grantees or contractors directly to our ap@masscec.com inbox to verify grantee status. The grantee information is then manually updated in the Business Central finance system, from which we issue payments via ACH. Before these payments are made, teams must confirm grantee deliverables have been met, which happens through a Fluxx workflow.

Grantee Metrics Intake and Storage.

Once the award is made and as the project begins, we collect data from grantees to assess project progress and ultimately develop stories of program impact. To collect data from grantees across each project, several teams send Excel milestone templates to each individual grantee that are submitted by grantees along with their invoices by email. Grantees enter the required data in these templates as determined by their contract. Some program teams then transfer these grantee data (copy/pasted) into Excel spreadsheet “databases” that contain the data for all grantees from a specific program.

Other program teams might partner with third party consultants who evaluate and report on project success. In these instances, metrics and data from externally generated reports are sent to MassCEC staff members in various formats (PDF or word documents). Data and metrics from these reports are not shared with other program staff or entered into Excel spreadsheets. Consultants or partners may also store MassCEC data in their own

databases with no current solutions for data transfer to MassCEC staff, software, or platforms.

MassCEC currently has three metrics that are captured from every grantee/award program (known as “organizational metrics”). These cross-cutting metrics are stored in Fluxx to enable reporting on MassCEC’s projects across the Commonwealth. Limitations to Fluxx’s functionality make storage and management of this data cumbersome.

Data analytics and visualization.

Grantmaking programs mainly utilize Excel for data analytics and visualization of grantee data or other data that features program impact. Select program teams utilize additional software solutions for analytics or visualization for both internal use and to share with external stakeholders, including Tableau and ArcGIS.

Grant & portfolio monitoring.

Monitoring of individual grants’ progress across milestones is managed by individual program teams who evaluate reports and other deliverables submitted by grantees via email, and who in turn communicate to the finance team via Fluxx if the grantee has met the terms for payment. Overall monitoring of awards portfolios to understand collective grant progression and status within a program is done at the program team level. This decentralized approach limits cash-forecasting ability.

2. Grantee + external stakeholder relationship management

Teams track and manage contact information on grantees and external stakeholders. MassCEC has grantee and primary stakeholder groups across a range of categories and sectors:

1. CleanTech/Climatetech Startups
2. Universities/Academics
3. Industry specific groups that align with program team focus areas
4. State/Federal Government partners (MA’s EEA, DOER, MassSAVE, EPA)
5. State legislators
6. International governments/delegations
7. Local agencies/program partners/Nonprofits
8. Vendors (architect, construction managers, consultants)
9. Commercial Tenants or customers of the New Bedford Marine Commerce Terminal and WTTTC
10. Individuals (MA residents)
11. Media/journalists

Though there is significant overlap in relationships with external stakeholders and grantees, relationship management within MassCEC is also siloed across the organization. Each program team or department is largely responsible for managing their own contacts

and relationships through individual Excel spreadsheets, targeted emails, Mailchimp email campaigns, word-of-mouth relationships, LinkedIn, and in person meetings and conferences. There is low to no cross-organizational understanding of staff relationships, interactions, or activities across individual stakeholders or grantees. Siloing also causes duplication of work in tracking and managing these relationships.

Program teams also collect grantee feedback through online survey tools like Jotform or Mentimeter. Some programs have Slack accounts or SharePoint collaboration pages where staff can interact with external stakeholders and grantees. We also use Fluxx as a quasi-CRM for grantees. Grantee information can be pulled into Excel spreadsheet reports to track awards across grantees and MassCEC programs.

4. ORGANIZATION-WIDE SYSTEMS

We are all PC users. We currently use Microsoft Office 365, with most staff expected to be transitioned to Windows 11 by the end of July. We use Microsoft Outlook for our email and the Outlook app on staff's personal smart phones.

As previously mentioned, we have a cross-organizational legacy cloud-based grants and contract management system called Fluxx. Fluxx is used to electronically capture, process and document information across the entire life cycle of MassCEC funded projects. This includes approval workflows, solicitations, program budgets, funding sources, funding source program allocations, applications, awards, contracts, deliverables, payments, payment funding sources as well as project sites and metrics. Fluxx is also used for financial tracking and reporting, which currently integrates with the MassCEC Business Central accounting system.

5. PROPOSAL SOLUTION

Below we have identified a range of solutions to improve process efficiency and workflows at MassCEC. We anticipate contracting and implementing these solutions with a partner in two phases. Phase 1 consists of immediately required solutions which will be awarded as a result of this RFP focusing on a CRM. Phase 2 reflects anticipated future needs related to grant management. Our preference is to extend the initial contract with the successful vendor to Phase 2 and would like to receive a full proposal for costs associated with both phases as part of responses to this RFP.

5.1 NEEDED CAPABILITIES

Phase 1a: Implementation of a cross-organizational CRM platform/database.

Phase 1b: Integration of core CRM platform/database with key systems (including but not limited to Workforce Development Solutions Career Edge portal, Fluxx Grants Managements System (in the short term), Business Central and PowerBI) to enable workflow automation for staff with different needs.

Phase 2a: The contract with our current grants management system concludes December 31, 2026. We anticipate moving to a new grants management system with the ability to migrate historical grants information and data from the current system (Fluxx) into the new system. In this phase we would like to implement a new grants management system/application as part of the core CRM platform/database.

Phase 2b: Enable grantee self service capabilities for application management.

5.2 VENDOR QUALIFICATION & EXPERIENCE

We are looking for implementation partners with strong technical expertise in building and deploying a CRM solution in multifaceted quasi- and/or public sector organizations, especially those focused on grants management.

Furthermore, vendors are expected to be adept in creating robust system integrations (or explaining how the proposed solution can replace current workflows or applications), ensuring data flow and access is secure and efficient. Experience in conducting workflow audits to align with long-term strategic milestones is a plus.

5.3 TRAINING & SUPPORT

For the Training and Support component, MassCEC is looking for vendors that have the ability to work with an internal MassCEC support team to build a structured but flexible training regimen that can be tailored to various skill levels across the organization for a minimum of 1 year for each Phase. This support also includes but is not limited to drafting the initial MassCEC specific processes and instructions, multi-tiered onboarding training programs, E-learning academies, instructional guidelines or options for calls with platform specialists, FAQ sections, online tutorials and live assistance for complex queries or issues.

We are also interested in post-implementation support and continual learning opportunities for optimizing the CRM and Grants Management ecosystems, whether through quarterly reviews, regular updates or other forms of ongoing support.

5.4 LICENSING USER ESTIMATES

1. CRM & Grants Management – Internal MassCEC users

148 MassCEC employees + interns with different access levels.

2. Grants Management - Grantees

Estimate of 2,200 monthly portal logins or 26,400 logins per year supporting applicants, awardees, post award monitoring/reporting (Based on an estimate of 721 awards in FY2024*3 logins per month).

6. SCOPE OF WORK/SERVICES

The selected firm, upon contract execution, shall agree to the following minimum scope of services, as requested by MassCEC and subject to Massachusetts law and policies. These services will support the development of a new CRM and the creation and migration of data to an integrated grants management platform. Additional technical questions are listed in the next section (How to Apply):

6.1 Initial Analysis and Planning (Phase 1)

- **Strategic Planning** – MassCEC and the chosen vendor will collaborate to ensure a detailed understanding of the project with the intent to:
 - Understand MassCEC’s business goals for the development of an organizational CRM database and grantmaking workflows
 - Develop success criteria and metrics for CRM database implementation.
 - Define success metrics for onboarding and admin and end-user training.
- **Capability Mapping and Process Flows** – In order to further understand the scope and vision of the project:
 - Develop future state high-level business flows/automations and make recommendations for efficiencies
 - Identify any additional pain points to be solved by the new solutions
 - Create logical arrangement of workflow process implementation
- **Technical Assessment** - With the focus on ensuring consistency throughout the solution and developing/suggesting an architectural foundation:
 - Align integration requirements with the platform’s capabilities to ensure seamless connectivity between systems.
 - Develop a high-level initial data model to outline the structure and organization of data within the new CRM and grants management platform.
- **Data strategy** - To provide a foundation for this and future phases as well as provide strategy for syncing of needed integrations:
 - Map and correlate data between recommended platform and Fluxx, Excel, MailChimp, Affinity CRM, and others in order to facilitate a 360-degree view of members between phased approach and systems.
 - Develop a high-level data flow between Fluxx and recommended system.
 - Develop a high-level data model for Phase 1, including data migration.
 - Conduct high-level assessment for management of data between Fluxx, Excel, MailChimp, Affinity CRM, and others.
- **Governance and Security**

- Data Governance
 - Mapping business roles
 - Mapping user access
- Data Security
 - Testing Data Set Development
 - Production Data Set Management
- Personas and Roles
 - Business Users
 - Administrative Users
 - External Users
- Role-Based Security Permissions
 - Defining and implementing security roles and permissions based on user needs and responsibilities.

6.2 CRM GENERAL REQUIREMENTS & CAPABILITIES

Our Marketing & Communications, Investments, Business Development, Government Relations and Data & Business Intelligence teams are our highest priority internal customers for core CRM functionality. We would anticipate onboarding them first as part of Phase 1 implementation, with our grant-making teams coming after that. For both our grant-making programs and non-grant-making departments, we would look for our implementation partner to support configuration of initial Division and Department-level dashboards, as well as a corresponding set of core reports.

The following requirements and capabilities have been identified as important to addressing the current inefficiencies and data siloing noted in the Business Overview & Current State section:

- **Contact & Account Management.**
 MassCEC’s intent is to develop a stakeholder tracking system that contains key information on all MassCEC stakeholder types, encompassing individuals and organizations.
 - Custom fielding for categorization of external stakeholders
 - Tracking of stakeholder relationships such as past meetings, events, past grants, previous outcomes, and interaction history (including call, email and meeting logs)
- **Sales & Pipeline Management.**
 These capabilities would be most relevant to our Investments and Business Development teams.
 - Customized workflows and automated rules to bring leads through various internal “sales” funnels.
 - Lead scoring and qualification
 - Customizable sales stages and conversion tracking
 - Automated follow ups and reminders
- **Grantee reporting.**

Use of web-based forms to capture milestone reporting of grantees. While we see this as a solution tied to the grant management solution, we would ideally like to begin taking in structured grantee reporting data to the CRM ahead of Phase 2. Key elements:

- o Custom webforms
- o Document storage
- o Automated notification process for data intake/reporting

- **Marketing/Communication Automation.**

To increase effectiveness between MassCEC and external stakeholders, including members of the public, the system will need to be configured to support campaign management, email communication, and customer segmentation and analytics. Specific desired capabilities include:

- o Automating emails, newsletters, etc.
- o Event registration and tracking, including integration with webinar platforms
- o Tracking key MassCEC.com visitor activities – website visits and navigation
- o Web forms that can capture information from website visitors, creating new leads in the CRM. Preference for smart forms with rules-based customization of form fields based on visitor history/lifecycle stage

- **Reporting and Analytics.**

To support MassCEC management and to help identify opportunities for improvement or additional functionality within the internal system, across MassCEC program output, MA's effectiveness in Climate Tech ecosystem development and overall organizational success. The intent is to develop custom dashboards for various roles, scheduled, customizable reports and real-time analytics. For organizational impact reporting a series of dashboards would be needed to feature the following:

- o High-level organizational impact of our three main organizational targets and metrics (program awards, leveraged funds, and funding to underrepresented populations and communities)
- o Drill down functionality of awards across 3 levels - climate impact areas (x4 climate impact areas), programs (x7 programs) and sub-program metrics (50+ sub-programs) across different metric categories including economic development, emissions impacts, emissions proxy metrics, market engagement, adoption, and ownership metrics.
- o Dashboard(s) linking program impact to award progress and award milestones.

- **User Groups.**

The system will need to support segmentation of users by both groups/teams and roles. Examples of these groups/roles are as follows:

- o MassCEC Staff
 - Internal team members
 - Internal managers
 - Multi-role users
 - System Administrators
- **Operational metrics.**

It is our intent to define and track KPI's within the system. Below is a list of example KPIs and should not be considered exhaustive.

- Implementation of Phased Approach Timeframe
- User Adoption Rate
- Data Migration Accuracy
- System Uptime
- Response Time for Support Tickets
- Customer Satisfaction Rate
- Cost per Transaction
- Feature Utilization Rate
- Training Completion Rate
- Error Rate in Processes
- Case Metrics (Time to resolve, required interactions to resolve, etc.)
- ROI

6.3 GRANT MANAGEMENT PLATFORM REQUIREMENTS

We are seeking to replace our current grant-making application with one that can be seamlessly integrated with a future cross-organizational CRM. This could take the form of a native application within the CRM platform or an external platform that offers deep integration with the CRM, ensuring smooth data flow and alignment with our organizational processes. Our license with our current platform, Fluxx, expires at the end of 2026, so we would seek to begin a transition to a new system by summer of 2026 if not sooner.

We are looking for a grant-making system that addresses the full lifecycle of grant-making from application stage to portfolio/grant monitoring and reporting and analytics and reduces organizational reliance on email and use of spreadsheets for managing grant-making processes (see Business Overview & Current State). Key capabilities and features of interest include:

1. Grant Lifecycle Management

Application & Submission Management

- Customizable grant application forms
- Online applicant portal with save-and-resume feature
- Automated eligibility screening

Application Review & Evaluation

- Configurable scoring rubrics
- Reviewer assignments (including for external reviewers)
- Collaborative review tools and notes

Award Management

- Automated award notifications
- Contract and agreement tracking
- Budget allocation tools

2. Financial Management & Disbursement

Grant Budgeting & Allocations

- Multi-year grant funding tracking
- Budget breakdown by categories (e.g., salaries, equipment, overhead)
- Matching fund and cost-sharing tracking

Payment & Disbursement Management

- Automated payment scheduling
- ACH, check, or wire transfer integrations
- Compliance-based milestone payments

Financial Reporting & Auditing

- Expense tracking and reimbursement processing
- Integration with accounting software (Business Central, NetSuite)
- Audit logs and financial reconciliation

3. Compliance & Risk Management

Regulatory Compliance Tracking

- Built-in compliance for federal, state, and local regulations (e.g., 2 CFR 200 for U.S. federal grants)
- Document retention and version control
- Audit-ready reporting tools

Grant Terms & Conditions Management

- Automated reminders for reporting deadlines
- Conditional grant requirements tracking
- Customizable compliance checklists

4. Communication & Collaboration

Grantee & Internal Messaging

- Secure communication portal for grantees
- Internal collaboration tools for grant managers and reviewers
- Email and notification automation

Task & Workflow Management

- Automated reminders for deadlines and tasks
- Custom approval workflows
- Grant-specific task assignments

5. Performance Monitoring & Impact Measurement

Progress Reporting & Milestone Tracking

- Grantee-submitted progress reports
- KPI and outcome tracking
- Automated reporting schedules

Impact Analysis

- Data visualization and dashboards
- Longitudinal impact tracking

6. Reporting & Data Analytics

Custom Report Generation

- Pre-built and customizable reports
- Ad-hoc query builder for advanced reporting
- Export to Excel, PDF, and data visualization tools

Dashboards & Performance Insights

- Role-based dashboards (e.g., Executive, Program Director, Finance)
- Grantee and funding trends analysis

7. Security & Access Control

User Roles & Permissions

- Role-based access control (e.g., grant officers, finance teams, reviewers)
- Multi-factor authentication (MFA)
- Secure document storage and encryption

Audit Logging & Data Integrity

- Real-time activity logs
- Version control for applications and documents
- Compliance audit trails

6.4 TRAINING AND SUPPORT

- The deployment of any new system necessitates comprehensive training. MassCEC is committed to ensuring that all users are proficient in using the grant workflow management module. This will be complemented by continuous post-deployment support, ensuring optimal system utilization and timely redressal of any technical challenges. The chosen vendor will be expected to offer on-going support after implementation is over.
- Chosen Vendor/Implementation Partner will provide on-going content, training and support for the Grants Management platform as needed. Chosen vendor will be

expected to assist MassCEC users, aid RSM and MassCEC internal I.T. with admin and end-user training.

6.5 INTEGRATION WITH KEY SYSTEMS

- The platform should have the ability to integrate or eliminate current platforms with needed integration or replacement. Current applications used include but are not limited to (see also current applications in the Current Business State section):
 - Affinity, NetSuite, Drupal, MailChimp, Fluxx, MSO365, DocuSign, PowerBI, ArcGIS, Tableau, CareerEdge (Workforce Development Data Solutions Platform)

6.6 DOCUMENTATION AND RESOURCES

- MassCEC has the expectation that all documentation for system components will be distributed as part of the delivery and deployment of those components and will be considered a requirement for acceptance, including documentation of system setup, data models, functionalities, permissions and business processes. This documentation will be expected to be delivered no later than the time of deployment for any given component. The documentation and format required will be mutually agreed upon between MassCEC and the chosen Vendor.

6.7 CUSTOMIZATION / UPGRADEABILITY

- It is MassCEC's strong desire to keep system customizations to a minimum, where possible, so that the system retains as much compatibility with future releases as possible. Any customizations and/or modifications that could influence future compatibility need to be approved in advance by the MassCEC team.

6.8 QUALITY ASSURANCE AND TESTING

- Implementation Partners should communicate their framework and methodologies for how they plan, implement, monitor and improve the system, including bug tracking, defects, provide comprehensive documentation and quality reports when requested, and offer continuous improvements as needed.

6.9 GOVERNANCE AND COMPLIANCE

- Data access and visibility must be role-based and follow organizational hierarchies. Compliance with the MA Comprehensive Written Information Security Program (WISP) and other government security best practices will be required.

6.10 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.

- Vendor shall disclose the use of any Generative AI, as defined in EOTSS' GenAI Guidelines in its proposed solution or services as part of its bid response if the proposed solution or services currently include the use of Generative AI or such use is contemplated as part of a product or service roadmap. A successful Vendor shall be under a continuing obligation during contract performance to disclose the use of Generative AI to MassCEC if such use becomes part of a product or service roadmap. Such disclosure shall include enough detail, in plain language, to allow MassCEC to fully understand how the Generative AI is going to be used. Failure to disclose Generative AI to the Commonwealth at any point, during the bid response or during the life of the contract, may result in disqualification of the Vendor and may void any resulting contract for cause.
- Vendor shall disclose whether MassCEC may opt out from or disable the use of Generative AI without materially affecting the performance and functionality of the proposed solution or the services to be provided.
- Vendor shall disclose whether the use of the Generative AI as part of the proposed solution or services requires the access and/or use of data provided by MassCEC and any data derived therefrom, including metadata (collectively, the "MassCEC Data") and whether it is production data, non-production data or both.
- Vendor shall disclose if any derivative data is created from MassCEC Data. Derivative data refers to any data that is generated, transformed, or derived from the original MassCEC Data. This includes but is not limited to aggregated data, analyzed results, modified datasets, or any other form that alters the original MassCEC Data in any way. The Vendor shall explain the purpose for which the derivative data is generated and if the derivative data is shared with third parties or used for external purposes.
- Vendor shall disclose if access to MassCEC Data is needed for training of its Generative AI solution and whether MassCEC can opt out. MassCEC strongly prefers that none of its data be used for training of vendor's Generative AI solution, allowing exceptions only in very limited circumstances. MassCEC reserves the right to opt out at any time during the life of the contract.
- Vendor shall disclose all the steps taken, including testing, to ensure the proposed solution or services to be provided using Generative AI do not have biased and discriminatory outcomes. Preference will be given to testing performed by an independent third-party.
- By submitting the bid response, the Vendor certifies that it has the right to license the proposed solution and has the right to license the Generative AI technology, including any data used to train the Generative AI.
- The Commonwealth reserves the right to incorporate Generative AI contract provisions into the final contract or reject bids that present an unacceptable level of risk to MassCEC.

- Vendors shall ensure that Generative AI algorithms and architecture embedded into the system are compliant with the Commonwealth’s Enterprise Security Policies and Standards <https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards>

7. HOW TO APPLY

Primary vendor proposals in response to this RFP will be accepted by MassCEC through 11:59 pm Eastern Standard Time on April 18, 2025. Proposals received after this time will not be considered. Submittals must be made electronically to the businessanalytics@masscec.com email address in MSWord 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. Respondents are advised that materials contained in proposals are subject to the Massachusetts’ Public Records Law, codified at Chapter 66 of the Massachusetts General Laws (See Section 8.6 of this RFP.)

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

7.1 RFP RESPONSE FORMAT

To facilitate the timely evaluation of proposals, a standard format proposal submissions has been developed and is documented in this section. All vendors must address all the information, using the same category headings and explicitly address all questions. Not adhering to this format or addressing all sections and questions provided will result in a lower overall proposal score.

Please also explicitly address the questions as they adhere to the proposed Project Phases (see section 5.1).

SECTIONS FOR VENDOR RESPONSE

Section 1: Vendor Qualifications and Experience (see section 5.2)

1. What are your qualifications to meet the needs of MassCEC’s CRM, database and Grants Management objectives?

Section 2: Quality, project management, and communication

1. Quality management approach:

- Explain your approach and methods for quality management for both implementation and hosting.

2. Project management and communication:

- What tools will be used for project management and communication?

- How often will status updates and meetings occur?
- How will your company monitor and confirm communications are working and adjust as needed?
- What are methods your company uses to measure scheduled performance and how will you know when to when to escalate schedule risk

3. Risk Management:

- Describe your company's risk/issue management process.
- Identify some key risks/barriers your company has faced on projects of similar scope/size complexity and how you overcame or mitigated those risks.

Section 3: Project planning, migration, and integration

All potential vendors should describe their ability to meet MassCEC's CRM and Database timeline of having a first version live by December 1, 2025.

1. What steps do you take to ensure timelines and milestones are met to ensure a successful project roll out?
2. **Project plan:** Describe specifically how you would collaborate with MassCEC to support and integrate with MassCEC's primary data sources, targets, applications, channels and other interface points.

For # 2 please specifically address the process for:

- CRM/database migration – including cleaning, mapping, deduplication, conversion, and importing.
- Grants management migration – including cleaning, mapping, deduplication, conversion, and importing.
- Describe your data testing process to ensure data has been completely and accurately migrated.
- CRM/database integration with external applications (Net Suite, PowerBI etc) and the Workforce Development CareerEdge portal (see Scope of Work).
- Grants management integration with external applications – the CRM/database solution + other applications including but not limited to Net Suite and PowerBI.
- In addition, explain how the proposed solutions across different phases (CRM/database + grants management) could replace selected applications and approaches currently used by departments (See Current Business State and Section 5.5).
- Reporting – explain the process for ensuring that the system design aligns with the needed data exports and formats.
- How do you handle change management requests?

Section 3: Product delivery model

Describe the delivery model(s) on which the vendor would 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)

Section 4: Architectural and Data Governance Vision

1. Based on the Product delivery Model, please clarify, ideally via an architectural diagram, the tech stack and associated infrastructure the Platform will live on.
2. Describe the policy, procedures, and standards that govern how data is used and managed.
3. How do you align data architecture with governance policies, standards, and processes?
4. How do you ensure data is managed efficiently across an organization?

Section 5: Training, Support, and Service Warranty (see section 4.3)

Please provide answers to the types of training and support you would suggest to meet our needs – please describe different levels of support at different price points.

1. Please describe the support offerings available for your applications and products for migration and onboarding (instructor-led, remote, web-based, Computer Training modules, instructional guides).
2. What post-implementation or ongoing support do you offer (24/7 support via email, chat, in person support provided for complex issues)?
3. If there is an issue (implementation/post-implementation), what is your escalation process?
4. How will new application users be trained going forward and what options exist for refresher training?
5. Describe the technical training that will be provided for team members that might ultimately support and maintain the application(s) or infrastructure.
6. Is there a system/process to alert customers to proactively to bugs/bug fixes that are deployed to the Platform?
7. Describe any developer/user communities in which the primary vendors, technical employees are regularly active and from which support can be obtained?
8. Please provide a copy and description of all warranties associated with the proposed solution support.

- 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 set up.

Section 6: Description of Solution and Pricing (see sections 4 and 5)

Vendors are expected to provide a transparent and detailed breakdown of all costs associated with the CRM implementation and ongoing maintenance. Given our status as a quasi-governmental organization, transparency about fiscal responsibility is paramount. Pricing structures therefore need to be laid out to minimize unforeseen expenditures. We ask vendors to please provide an explanation of the different levels of service that could be provided with different pricing structures – i.e., basic tier and/or out-of-the-box solutions along with customized and/or higher tier options. If the vendor does not offer different pricing structures, please explain this in your proposal.

If there are separate licensing costs for CRM and Grants Management for Internal MassCEC users, please segment the costs across our suggested Phases, below.

Further instructions

- Please use the table below as a template for your responses. The solutions and costs should be clear and easy to understand.
- Where applicable, please include tiered pricing for Basic/standard package rates and customized and/or higher-tier rates.
- Please also include the defined scope of work/services included with each cost.
- Please also 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.
- Use attachments as necessary if more space is required.

Category	Vendor solution type	Cost	
		Phase 1: CRM	Phase 2: Grant-Making
Initial set up		Phase 1a: Phase 1b:	Phase 2a: Phase 2b:
Licensing		Phase 1a: Phase 1b:	Phase 2a: Phase 2b:
Staff training and support –		Phase 1a:	Phase 2a:

implementation		Phase 1b:	Phase 2b:
Staff training and support – post-implementation		Phase 1a: Phase 1b:	Phase 2a: Phase 2b:
Integration with key systems		Phase 1a: Phase 1b:	Phase 2a: Phase 2b:
Suggested optional features/add ons		Phase 1a: Phase 1b:	Phase 2a: Phase 2b:
Maintenance cost (additional years – please include but do not put in the total anticipate cost)			

Section 7: Product and Service History

1. What is the history of your interactive platforms? Please include the initial release date, current version number and development history.
2. Please provide a roadmap for the platform (this will be treated as confidential).

Section 8. Product Upgrades and New Version Releases

1. What is the process for new version release rollouts to the proposed CRM/database platform? To the proposed Grants Management platform?
2. What are the quality assurance/testing processes to follow in order to determine whether an upgrade or custom modification is suitable for release?
3. What is the process by which opportunities for system enhancements are identified, screened, programmed, field-tested, and released to customers?

Section 9: Internal Training and Staff Support

1. What type of training of MassCEC staff is required or recommended to support the implementation and continued support of a CRM/Database?
2. What type of training of MassCEC staff is required or recommended to support the implementation and continued support of a new Grants Management System?

Please keep in mind there will be different levels of staff use for a CRM/database OR Grants Management System.

Section 10: Handoff – Skill Set Requirements of Personnel

1. What are the skills and likely full-time equivalent (FTEs) need to implement and support the different phases of the project?
2. What are the skills and likely FTEs needed to maintain the platform at the end of integration?

Section 11: Onboarding process for grantees (Grant-making portal only)

1. What is the onboarding process for potential and awarded grantees to use a new Grants Management portal?

Section 12: Intellectual property and Exit Strategy and data

1. Who retains the rights to custom-developed code, configurations, and other IP created during the project?
2. In the unlikely event of project termination, how would the transition occur?

Section 13: General comments

1. Do you have any additional information to provide that would help MassCEC evaluate your submission?

Section 14: Cover letter

1. Please provide a cover letter, signed by an individual authorized to bind the proposed entity.

Section 15: Primary Vendor Profile and Demographics

1. Provide a statement giving a brief history of your company.
2. How is your company organized? (Feel free to provide an organization chart).
3. Describe the team structure that will work on this project.
4. What are the certifications held by team members?

Please make sure to also include:

- The company's official name and address.
- What type of entity it is (corporation or partnership, etc).
- The name, address, and telephone number of the person who receives correspondence and who is authorized to make decisions or represent the vendor. Please state his or her capacity within the company.
- The total number of years the vendor has been in business and offering end user facing applications. If applicable, state the number of years the vendor has been operating under the present business name.
- A description of the primary implementation partner's operations: facilities, business and objectives, and the number of employees.

Section 16: Product demo

Please be prepared to demonstrate an outcome from a similar engagement for all proposed phases, ideally for a quasi-governmental organization or non-profit focused on grantmaking. 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.

Section 17: Service Level Agreements

What are your service level agreements, turnaround times, and resolution for different severity of issues?

Service Level Agreements should include: (1) the technical service level performance promises (i.e. metrics for performance and intervals for measure); (2) description of service quality; (3) identification of roles and responsibilities; (4) remedies, such as credits; and (5) an explanation of how remedies or credits are calculated and issued.

Section 18: Data Classification - Ethics & 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 Department of Energy Resources (DOER), the Executive Office of Energy and Environmental Affairs (EEA), and the Department of Unemployment assistance (DUA).

Section 19: Enterprise Information Security Standards and Policies

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

Section 20: Accessibility

The Commonwealth is obligated to ensure non-discrimination and equal access to state services on the part of persons with a disability and reasonable accommodations to state employees with a disability. To effectively meet its responsibilities, the Commonwealth must achieve accessibility in the acquisition, deployment, and utilization of information technology. The Commonwealth defines accessibility to include compliance with its Enterprise Accessibility Standards and Web Accessibility Standards. These standards encompass the principles of Section 508 of the Federal Rehabilitation Act, the World Wide Web Consortium's Web Content Authoring Guidelines, version 2.1, level AA (WCAG2 Standards), and the concept of usability for individuals with disabilities. Bidders must comply with the accessibility obligations detailed at <https://www.mass.gov/service-details/accessibility-for-it-solutions-contract-language>.

8. ELIGIBILITY

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.

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, April 18, 2025, 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.
- Under no circumstances will MassCEC accept responses past the deadline.

Evaluation criteria

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

9. ESTIMATED TIMELINE

Applications will be accepted on a rolling basis until the close date.

The timeline is subject to change at MassCEC’s discretion

March 10, 2025	RFP period opens
March 24, 2025	Informational webinar
March 25, 2025	Deadline to submit questions
April 7, 2025	MassCEC to post responses to questions
April 18, 2025 by 11:59 PM	Proposal deadline
May 1, 2025	Interviews with top candidates begins
May 15, 2025	Interviews of top applicants finalized
June 2, 2025	Notification of award
Anticipated completion of phase 1	December 2025

10. 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

10.1 – PRELIMINARY EXAMINATION

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

10.2 – DETAILED TECHNICAL EVALUATION

Technical merits and features will be reviewed against the requirements identified in Section 6 – Scope of Work/Services and Section 7 – How to Apply.

The total evaluation will be scored from 0 – 100 across 4 categories:

- 1) Proposed services and workplan
- 2) Project management
- 3) Qualifications of Applicant
- 4) Budget value

10.3 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.

10.4 REFERENCES

The primary vendor should provide details of two to four (2-4) 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, including 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.

10.5 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.

10.6 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.

11. CONTACT INFORMATION FOR QUESTIONS

MassCEC will host a webinar to describe the RFP requirements and answer questions on March 24, 2025, from 4-5 pm. Interested parties can request a zoom invite at the email address below.

Vendors shall aggregate their questions and submit them by March 25, 2025.

All questions regarding the RFP or MassCEC needs should be directed to businessanalytics@masscec.com.

12. GENERAL REQUEST FOR PROPOSAL CONDITIONS

12.1 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 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 confidential:

- 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

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

12.2 Disclaimer & Waiver Authority

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

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

12.3 Contract Requirements

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

[RFP Name] (the “RFP”)

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

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

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

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

Applicant: _____

(Printed Name of Applicant)

By: _____

(Signature of Applicant or Authorized Representative)

Title: _____

Date: _____

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:**
 - i. **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:
 - d. [IF APPLICABLE] Staff Charges: staff charges for each employee, the employee’s name, title, number of hours worked, and hourly rate; and
 - [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.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:

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](mailto:[email]@masscec.com))

- a. 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:

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.

- A. 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.

- a. 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.

- b. 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.

- c. 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.
- d. 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.

- a. 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:

- 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

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.:

